



Board of County Commissioners Pre-Commission Meeting

March 4, 2025 | 4:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner 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. Update on Macon Violence Prevention Program

3. Approval of Minutes

- a. Approval of minutes from the February 18, 2025 meeting (Sponsored by: Lester M. Miller, Mayor)

4. New Alcohol Beverage Licenses

- a. SMR Petroleum located at 5950 Hawkinsville Road, Macon, GA
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)
- b. Residence Inn Macon located at 3900 Sheraton Drive, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
- c. Chevron Food Mart located at 1106 Rocky Creek, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
- d. Quill at the Woodward located at 350 2nd Street, Macon, GA 31201
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
- e. Shoppers Value Foods located at 5580 Thomaston Road, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

- f. Macon BP Mart located at 5594 Houston Road, Macon, GA
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

5. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Mid-State Striping, Inc., For Task-Order Pavement Striping Services, In An Amount Not To Exceed \$100,000.00, To Be Paid From The Engineering Department Budget, Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Middle Georgia Outdoor Lighting, Inc. For The Purchase And Installation Of Lighting At The Skate Park At Carolyn Crayton Park, In The Amount Of \$102,750.00, To Be Paid From The Capital Improvements Fund – Recreation – Machinery & Equipment Line Item; (Sponsored by: Lester M. Miller, Mayor)

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2024 Emergency Management Performance Grant From The Georgia Emergency Management And Homeland Security Agency, In The Amount Of \$50,000.00, With A \$50,000.00 Local Match To Be Met Through The Provision Of In-Kind Services, To Be Used By The Macon-Bibb County Emergency Management Agency To Purchase New Computers And A Vehicle To Transport And Deliver Sheltering Supplies And Equipment (Sponsored by: Lester M. Miller, Mayor)

7. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Make A Mid-Year Budget Adjustment; To Amend The Fy 2025 Budget By Amending Revenue Lines In The Amount Of \$4,200,000.00 To Recognize The Increased Revenue Received To Date, To Authorize Interdepartmental Transfers In The Amount Of \$293,325.00, And To Amend General Fund - Fund Balance In The Amount Of \$3,701,421.00; To Appropriate Such Funds To Various Expense Line Items In A Total Amount Of \$8,194,746.00 (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$300,000.00 From Interest Earned On American Rescue Plan Act Funds To Visit Macon, Inc. To Promote Tourism, Travel, And Hospitality (Sponsored by: Lester M. Miller, Mayor)

8. Executive Session

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

the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. §50-14-3(b)(2);

9. Real Property

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Development Agreement With The Urban Development Authority For The Lease Of Certain Parcels Real Property To Promote Business Development;
(Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Sign Such Documents As Are Necessary To Purchase Certain Parcels Of Real Property (Sponsored by: Lester M. Miller, Mayor)

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
February 18, 2025 – 4:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on February 18, 2025 at 4:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT STAFF PRESENT

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

Duke Groover, Interim County Attorney
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Sr. Asst Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Chris Floore, Communications
Olivia Waters, Communications
Edna Adams, Communications

GUESTS

**Appointees - Friends of Rosa Parks
Square Board**

Joshua Hale
Maiesha Clark
Julia Morrison
Marshall Talley
Anthony Howard
Scott Mitchell

**Appointees - Fire Civil Service
Board**

Clifford Rushin
Roger Jackson
Ellery Dunn

GUESTS

Clay Murphey, SPLOST Manager
Shane Edwards, Fire Chief
Stephen Adams, Exec. Dir. Industrial Authority
Robbie Fountain, Chairman, Industrial Authority
Kevin Brown, Attorney, Industrial Authority
Doug Faour, Aviation Director
Wanzina Jackson, Manager, ECD
Charlotte Woody, Asst. Manager, ECD
Jeremy Grissom, Manager, MVP

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the January 28, 2025 meeting (Sponsored by:
Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Wynn

and carried unanimously, the minutes from the January 28, 2025 meeting were approved.

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission To Assent To And Appoint Robert Abbott And Barbara Boyer To The Macon-Bibb County Board Of Elections (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Assent To And Appoint Robert Abbott And Barbara Boyer To The Macon-Bibb County Board Of Elections was approved.
- b. A Resolution Of The Macon-Bibb County Commission Appointing Joshua Hale, Christele Parham, Maiesha Clark, Julia Morrison, Marshall Talley, Anthony Howard, And Scott Mitchell To Serve On The Friends Of Rosa Parks Square Board (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)
On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Appointing Joshua Hale, Christele Parham, Maiesha Clark, Julia Morrison, Marshall Talley, Anthony Howard, And Scott Mitchell To Serve On The Friends Of Rosa Parks Square Board was approved.
- c. A Resolution Of The Macon-Bibb County Commission Appointing Clifford Rushin, Roger Jackson, And Ellery Dunn To The Macon-Bibb County Fire Civil Service Board (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)
On motion of Commissioner Bronson, seconded by Commissioner Howell and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Appointing Clifford Rushin, Roger Jackson, And Ellery Dunn To The Macon-Bibb County Fire Civil Service Board was approved.

4. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Execution Of An Agreement With Vera Causa Group, LLC For The Provision Of Public Information Officer And Strategic Advisor Services For The District Attorney's Office, In An Annual Amount Of \$54,000.00, To Be Paid From The General Fund – District Attorney – Contract Labor – Contractual Services Line Item; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Execution Of An Agreement With Vera Causa Group, LLC For The Provision Of Public Information Officer And Strategic Advisor Services For The District Attorney's Office, In An Annual Amount Of \$54,000.00, To Be Paid From The General Fund – District Attorney – Contract Labor – Contractual Services Line Item was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Sheridan Construction LLC For The Construction Of The Corporate FBO Terminal Building And Parking Lot Rehabilitation At The Middle Georgia Regional Airport, In The Amount Of \$13,445,500.00, To Be Paid From The Macon-Bibb County Industrial Authority Construction Fund 2025; And For Other Lawful Purposes (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)
On motion of Commissioner Howell, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Sheridan Construction LLC For The Construction Of The Corporate FBO Terminal Building And Parking Lot Rehabilitation At The Middle Georgia Regional Airport, In The Amount Of \$13,445,500.00, To Be Paid From The Macon-Bibb County Industrial Authority Construction Fund 2025; And For Other Lawful Purposes was approved.
- c. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Second Amendment To The Existing Intergovernmental Agreement Between Macon-Bibb County, Bibb County School District, And Macon-Bibb County Industrial Authority Relating To The Distribution Of Pilot Payments In Lieu Of Taxes Related To Project Bengal; To Execute An Acknowledgement To The First Amendment To The Existing Intergovernmental For New 704 Fund Project: Sofkee Industrial Park ("Project Bengal"/Irving) (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Second Amendment To The Existing Intergovernmental Agreement Between Macon-Bibb County, Bibb County School District, And Macon-Bibb County Industrial Authority Relating To The Distribution Of Pilot Payments In Lieu Of Taxes Related To Project Bengal; To Execute An Acknowledgement To The First Amendment To The Existing Intergovernmental For New 704 Fund Project: Sofkee Industrial Park ("Project Bengal"/Irving) was approved.

5. SPLOST Projects

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor, To Enter An Agreement With 1 Accord Technologies, LLC, In The Amount Of \$260,130.00 For Network Configuration Services For Macon-Bibb County Fire Stations, To Be Paid From 2018 SPLOST Funds – Public Safety Line Item (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner, Raymond Wilder, Commissioner)
On motion of Commissioner Wilder, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor, To Enter An Agreement With 1 Accord Technologies, LLC, In The Amount Of \$260,130.00 For Network Configuration Services For Macon-Bibb County Fire Stations, To Be Paid

From 2018 SPLOST Funds – Public Safety Line Item was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Spillers Design And Construction LLC For The Renovation Of The Frank Johnson Recreation Center, In The Amount Of \$2,047,412.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Frank Johnson – Property Line Item; (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Spillers Design And Construction LLC For The Renovation Of The Frank Johnson Recreation Center, In The Amount Of \$2,047,412.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Frank Johnson – Property Line Item was approved.
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Turner Construction Management LLC For The Renovation Of The Memorial Park Recreation Center, In The Amount Of \$1,100,000.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Memorial – Property Line Item; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner, Seth Clark, Mayor Pro Tem)
On motion of Commissioner Bronson, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Turner Construction Management LLC For The Renovation Of The Memorial Park Recreation Center, In The Amount Of \$1,100,000.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Memorial – Property Line Item was approved.
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Pro Construction Of Ga, LLC For The Renovation Of Filmore Thomas Park, In The Amount Of \$506,535.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Filmore Thomas – Property Line Item; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner, Brendalyn Bailey, Commissioner)
On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Pro Construction Of Ga, LLC For The Renovation Of Filmore Thomas Park, In The Amount Of \$506,535.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Filmore Thomas – Property Line Item was approved.
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Rumcreek Enterprises, LLC For The Provision of SPLOST Management Services, In An Annual Amount Of \$170,000.00, To Be Paid From SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County

Commission Authorizing The Mayor To Execute An Agreement With Rumcreek Enterprises, LLC For The Provision of SPLOST Management Services, In An Annual Amount Of \$170,000.00, To Be Paid From SPLOST Funds was approved.

- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor, To Enter An Agreement With Williams Communications, Inc., In The Amount Of \$142,219.72 For Repairs To Radio Tower Electric Supply Systems, To Be Paid From 2018 SPLOST Funds – Public Safety Line Item; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)
On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor, To Enter An Agreement With Williams Communications, Inc., In The Amount Of \$142,219.72 For Repairs To Radio Tower Electric Supply Systems, To Be Paid From 2018 SPLOST Funds – Public Safety Line Item was approved.
- g. An Ordinance Of The Macon-Bibb County Commission To Designate As Complete The Following Projects From The 2018 SPLOST Timeline: From Roads And Bridges - Seventh Street, Central City Commons, Second Street, Navicent, And Allen Road Signal Projects; And From Cultural And Public - Coliseum And S.M.A.R.T. Lake Park Projects; To Authorize The Reappropriation Of \$475,418.00 In 2018 SPLOST Proceeds To Other 2018 SPLOST Projects As Specified Herein; To Approve The Forty-Sixth Amendment To The SPLOST Timeline And Budget As Presented By The SPLOST Project Manager (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)
On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Designate As Complete The Following Projects From The 2018 SPLOST Timeline: From Roads And Bridges - Seventh Street, Central City Commons, Second Street, Navicent, And Allen Road Signal Projects; And From Cultural And Public - Coliseum And S.M.A.R.T. Lake Park Projects; To Authorize The Reappropriation Of \$475,418.00 In 2018 SPLOST Proceeds To Other 2018 SPLOST Projects As Specified Herein; To Approve The Forty-Sixth Amendment To The SPLOST Timeline And Budget As Presented By The SPLOST Project Manager was approved.

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With United Way Of Central Georgia, Inc. Granting An Emergency Solutions Grant, In The Amount Of \$25,106.00, To Provide Emergency Shelter, Support Services, And Case Management Services To Unsheltered Individuals; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County

Commission Authorizing The Mayor To Execute An Agreement With United Way Of Central Georgia, Inc. Granting An Emergency Solutions Grant, In The Amount Of \$25,106.00, To Provide Emergency Shelter, Support Services, And Case Management Services To Unsheltered Individuals was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Macon-Bibb County Economic Opportunity Council, Inc. Granting An Emergency Solutions Grant, In The Amount Of \$48,675.00, To Provide Rental Assistance, Utility Assistance, And Case Management Services To Help Prevent Homelessness; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)
On motion of Commissioner Bryant, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Macon-Bibb County Economic Opportunity Council, Inc. Granting An Emergency Solutions Grant, In The Amount Of \$48,675.00, To Provide Rental Assistance, Utility Assistance, And Case Management Services To Help Prevent Homelessness was approved.
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting An Emergency Solutions Grant, In The Amount Of \$32,000.00, To Provide Rental Assistance And Utility Assistance To Help Prevent Homelessness; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting An Emergency Solutions Grant, In The Amount Of \$32,000.00, To Provide Rental Assistance And Utility Assistance To Help Prevent Homelessness was approved.
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of Georgia Department Of Transportation Georgia Airport Aid Funding, In The Amount Of Up To \$5,512,500.00, With A \$1,837,500.00 Local Match, To Be Used At The Middle Georgia Regional Airport To Build Hangars, Extend East Drive, And Relocate The Vault; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)
On motion of Commissioner Howell, seconded by Commissioner Stewart and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of Georgia Department Of Transportation Georgia Airport Aid Funding, In The Amount Of Up To \$5,512,500.00, With A \$1,837,500.00 Local Match, To Be Used At The Middle Georgia Regional Airport To Build Hangars, Extend East Drive, And Relocate The Vault was approved.
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting An Emergency Solutions Grant, In The Amount Of \$42,615.00, To Provide Shelter And Comprehensive Services To

Individuals And Families Involved In Domestic Violence Situations;
(Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner,
Donice Bryant, Commissioner, Valerie Wynn, Commissioner)

On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting An Emergency Solutions Grant, In The Amount Of \$42,615.00, To Provide Shelter And Comprehensive Services To Individuals And Families Involved In Domestic Violence Situations was approved.

7. Acceptance of Gifts

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Acceptance Eleven (11) Bike Racks And Eleven (11) Simme Seats As A Donation To Macon-Bibb County From Bike Walk Macon, Inc., To Be Installed At Various In Downtown Macon (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Acceptance Eleven (11) Bike Racks And Eleven (11) Simme Seats As A Donation To Macon-Bibb County From Bike Walk Macon, Inc., To Be Installed At Various In Downtown Macon was approved.

8. Executive Session

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

On motion of Commissioner Wynn, seconded by Commissioner Stewart and carried unanimously, the meeting went into Executive Session at 5:00 p.m. for the items listed above.

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the meeting came out of Executive Session at 5:55 p.m. with no action items.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission

ADDED TO THE MARCH 4, 2025 PRE-COMMISSION AGENDA



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 88-1100003 State Tax ID #: 308728850
 Business Name: SMR Petroleum LLC Corporate and Trade Name: HOP-IN
 Local Business Address: 5950 Hawkinsville Rd Macon GA 31216
 (P.O. Box Not Allowed) City State Zip
 Mailing Address: SIAA
 (City State Zip)
 Local Business Phone #: 305-354-6098 Email Address: cordelevaero@gmail.com
 Contact Person: Muhammed Rehan Contact Phone #: 305-354-6098

AGENT

Agent's Name: Muhammed Rehan Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 735 N Houston Rd D3 City: Warner Robins State: GA Zip: 31093
 Home Phone #: 305-354-6098 Email: cordelevaero@gmail.com
 Mailing Address: _____ City: _____ State: _____ Zip: _____

INDIVIDUAL/OWNER INFORMATION

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

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

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Muhammed Rehan</u>			
Home Address: <u>735 N Houston Rd D3 Warner Robins 31093</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>Asian</u>		



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

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


Signature

01-29-25
Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

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

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

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

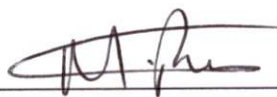
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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

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

Business Name: SMR Petroleum LLC

Printed Name of Applicant: Muhammed Rehan

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29 DAY OF January, 2029 25 9MB

Jasmine Barnes
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: MUHAMMED REHAN
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 5950 HAWKINSVILLE RD.
BUSINESS NAME: SMR PETROLEUM LLC DBA HOP-IN

To Be Completed by County Engineer

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

☒ _X_ Comply ☐ Does not Comply

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

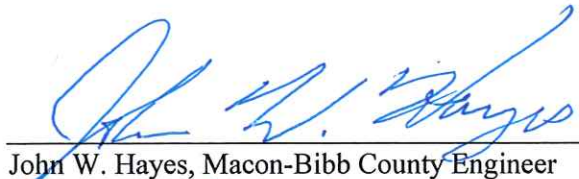
☐ Comply ☐ Not Applicable ☒ _X_ Unknown

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

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

☒ _X_ Not Applicable

By:


John W. Hayes, Macon-Bibb County Engineer

Date:

11/17/25

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

SMR Petroleum LLC (Hop-In)
 #5950 Hawkinsville Road
 11,450' — SCHOOL GROUND property line
 Heard Elementary
 12,300' — SCHOOL BUILDING
 Heard Elementary
 25,750' — COLLEGE CAMPUS property line
 Central Georgia Technical College
 37,300' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Fulton Mill Road
 11,300' — PUBLIC LIBRARY or BRANCH building
 Charles Sanford Public Library
 20,100' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Bloomfield Way
 2,250' — CHURCH (building)
 First Pentecostal Church
 1,950' — CHURCH GROUNDS
 First Pentecostal Church
 17,700' — M-B COUNTY RECREATION CENTER property
 Bloomfield - Gilead Recreation Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 Gas Station

OK!
 Paul A. Hornowski
 January 17, 2025
 PDH



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
139524	624806	Print Legal Ad-IPL02109090 - IPL0210909		\$65.00	1	29 L

Attention: SMR Petroleum

SMR Petroleum LLC Hop-In
5950 HAWKINSVILLE ROAD
MACON, GA 31216

cordevalero@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the January 12, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as SMR Petroleum LLC (D.B.A) HOP-IN, 5950 Hawkinsville Road Macon Ga 31216. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This January 5, 2025. Muhammed Rehan, Applicant
IPL0210909
Jan 5, 12 2025

To Whom It May Concern:

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

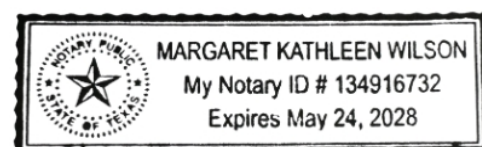
2 insertion(s) published on:

01/05/25, 01/12/25

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.

Sworn to and subscribed before me this 13th day of January in the year of 2025

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO:	2022-0583	PERMIT TYPE:	PU	DATE OF ISSUE:	04/20/2022
ISSUED TO NAME:	Muhammed Rehan, SMR Petroleum LLC DBA HOP-IN				
OWNER'S NAME:	NORTONSTOKES LLC				
PROPOSED USE:	Commercial, Industrial or Institutional Use				
ADDRESS OF PROPOSED USE:	5950 HAWKINSVILLE RD				
NEW CONSTRUCTION:	No				
STRUCTURE TYPE:	Existing,				
MAP/PARCEL:	P120-0335			ZONING DISTRICT:	M-1—Wholesale and Light Industrial District

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 10/20/2022 THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	SMR Petroleum LLC	Control Number:	22052213
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	5950 Hawkinsville Rd, Macon, GA, 31216, USA	Date of Formation / Registration Date:	3/2/2022
State of Formation:	Georgia	Last Annual Registration Year:	2024

REGISTERED AGENT INFORMATION

Registered Agent Name: **MUHAMMED REHAN**
Physical Address: **735 N HOUSTON RD APT D3, WARNER ROBINS, GA, 31093, USA**
County: **Houston**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: HOP-IN Name of Corporation: SMR Petroleum LLC

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

Individual:

Name and Title: Muhammed Rehan (owner) Telephone Number: 305-354-6098

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

Residential Street Address: 735 N Houston Rd Apt D3 Warner Robins 31093
P.O. Box Not Allowed (City State Zip)

Mailing Address: _____
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Muhammed Last Name: Rehan
Home Address: 735 N Houston Rd City: Warner Robins State: GA Zip: 31093
Home Phone #: 305-354-6098 Email: cordelevalero@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: SAA City: — State: — Zip: —

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

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

Current Color photograph of applicant.

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

CERTIFICATION

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

[Signature]
Applicant's Signature

1-2-25
Date

I hereby certify that Muhammed Rehan 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 2 day of January, 2024 25 gub

JB

Notary Public



03.11.2025

My Commission Expires

Rev. 7/2021



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

MUHAMMED REHAN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-01-13

Serial No.

cert_dfkxkfg2





Muhammed Rehan



AH001511

ALCOHOL HANDLER

EXP: 12/31/2025

COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE

THIS COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE ("Lease") made as of 5/31/2024, by and between **CENTRAL GEORGIA COMMERCIAL PROPERTIES, LLC**, a Georgia limited liability company with an address of P.O. Box 1565, Lawrenceville, GA 30046 ("Landlord") and **SMR PETROLEUM LLC**, a Georgia limited liability company, and **MUHAMMED REHAN**, a resident of the State of Georgia with an address of 735 N Houston Road, Apt D-3, Warner Robbins, GA 31093, jointly and severally (collectively, "Tenant").

WITNESSETH:

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

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, and said Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the term and conditions which hereinafter appear, the property located at **5950 Hawkinsville Road, Macon, GA 31206**, as described on **Exhibit "A"** attached hereto (the "Premises").

Notwithstanding anything to the contrary contained in this Agreement, Landlord owns and retains possession of the motor fuel dispensing equipment, lines, Canopy area, monitoring devices, Pump Islands and all other equipment necessary for the operation of a self-service petroleum products retail sales and dispensing facility (the "Motor Fuels Property"). Landlord hereby grants to Tenant a non-exclusive easement to use the Motor Fuels Property to perform its duties and obligations herein; provided, however, Tenant may not obstruct or restrict access to the Motor Fuels Property.

2. **Term of Lease.** The term of this Lease shall be for twelve (12) month(s) (including any renewals of the Lease as provided herein, if any, the "Term") and commence on or about June 1, 2024 ("Commencement Date"). Tenant currently occupies the Premises pursuant to that certain Commercial Real Estate Lease Agreement dated April 19, 2023 (the "Prior Lease"), and the Prior Lease is terminated upon the Commencement Date. Provided no event of default exists, the Lease shall automatically renew on a year-to-year basis, unless either party provides written notice to the other party at least sixty (60) days prior to the expiration of a term that it elects not to renew this Lease.

A "Lease Year" is the twelve (12) full calendar months commencing on the first day of the month immediately following the month in which the Commencement Date occurs, unless the Commencement Date is the first day of a month, in which event the first Lease Year shall commence on such Commencement Date. Each subsequent Lease Year shall commence on the anniversary of such first Lease Year. If the Commencement Date is other than the first day of a month, the period immediately following the Commencement Date through the end of the month in which the Commencement Date occurs shall be deemed to be, and referred to as, the "First Partial Month" and is deemed part of the first Lease Year.

3. **Rental.** (a) Tenant agrees to pay Landlord, during the Term, monthly rent in advance on the first day of each month during the Term ("Rent") by EFT initiated by Landlord on the first (1st) business day of each month (together with any "Reconciliation Payments" (as defined herein) on the fifteenth (15th) day following the end of a month) as follows:

Time Period
6/1/24 – 5/31/25

Monthly Rent
\$6,297.00 (“Base Rent”) plus insurance and taxes (“Total Monthly Base Rent”), or 9% (“Percentage Rent Rate”) of gross inside sales (“Percentage Rent”), whichever is greater, plus Tenant shall pay any sales tax on rent.

Starting on the first day of the second Lease Year and each and every year thereafter, the Base Rent shall increase by three percent (3%).

Rent shall initially be charged as Total Monthly Base Rent each month of the Term, and Landlord shall collect such Total Monthly Base Rent on the first (1st) business day of each month of the Term by EFT as set forth above. Within five (5) days after the end of each month, Tenant shall deliver to Landlord at consignment@majorsmgmt.com, or at Landlord’s election, Landlord may obtain through the POS or other system, a gross sales report for all sales (excluding fuel sales, lottery sales, money orders, the sale of prepaid cards and check cashing services), for the preceding month in form and content satisfactory to Landlord. If Tenant fails to provide the sales report within such timeframe, Landlord may estimate such sales. Landlord will calculate the Percentage Rent based on such gross sales report using the Percentage Rent Rate, and to the extent the Percentage Rent exceeds the Total Monthly Base Rent for such preceding month, Landlord will provide an invoice to Tenant by the tenth (10th) day after the end of such month showing the difference between the Percentage Rent and the Total Monthly Base Rent (a “Reconciliation Payment”), or on such other timeframe as Landlord may elect. Landlord shall collect from Tenant any Reconciliation Payment by EFT on the fifteenth (15th) of such month or the next business day thereafter.

(D) Tenant shall pay to Landlord an additional sum of ten percent (10%) of any rental payment not received by Landlord on or before five (5) days past the due date. Tenant acknowledges and agrees that Landlord may apply any payments made by Tenant to any debts owed by Tenant to Landlord or to Landlord's affiliates due under agreements related to the Premises, notwithstanding any notes made by Tenant on the payment or accompanying the payment. For example, Landlord may apply the payment made to, among other debts, outstanding late fees, interest, payments made by Landlord to cure Tenant defaults, payments for any loans made by Landlord or its affiliates to Tenant, and amounts due under any fuel supply agreement between Landlord or its affiliate and Tenant, prior to crediting Tenant for payment of rent. In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount equal to (i) \$30.00; or (ii) five percent (5%) of the face amount of the returned instrument, whichever is greater, plus any amounts charged by any financial institution to Landlord, and Landlord may require all future rental payments to be paid by money order or certified funds.

4. Additional Rent, Utility Bills, Insurance and Taxes. (a) All applications and connections for necessary utility services on the Premises shall be made by the Tenant and in the name of the Tenant only. Tenant agrees to pay for all separately metered or billed gas, electricity, water, telephone, trash container and the like utility charges for the Premises or used by Tenant in connection therewith. Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to abatement of rent or other charges. If Landlord pays any utility or other bills for Tenant relating to the Premises, Tenant shall reimburse Landlord upon demand therefor, and if Landlord pays any such bills which are not separately metered, Tenant will pay to Landlord its proportionate share of such bill, such amount to be determined in Landlord’s sole discretion, upon demand therefor.

(b) **Taxes.** During the Term, Tenant shall be solely responsible for paying all taxes associated with or assessed against Tenant’s furniture, fixtures, equipment or other personal property located at the Premises. Tenant shall pay, as additional Rent, the Taxes on the Premises. “Taxes” means all federal, state,

local, government, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fee or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of use, occupancy, ownership, leasing, management, repair or replacement of the Premises, any appurtenance thereto or any property, fixtures, or equipment thereon. Tenant shall reimburse Landlord for said taxes which shall be paid to the Landlord with the Rent, in equal monthly installments. Notwithstanding anything to the contrary contained herein, Tenant shall pay in addition to rent, any sales tax charged on rent.

(c) Insurance. Landlord shall procure and maintain in full force and effect an All Risk Insurance Policy on the Premises, all improvements constructed thereon and any additions or alterations thereto or replacements thereof, and any other insurance coverage required by Landlord's lender or maintained by Landlord in its reasonable discretion. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any designated mortgagee in accordance with their respective interests therein. Tenant shall reimburse Landlord for said insurance, as additional Rent, in equal monthly installments.

(d) Landlord's Rental Income Insurance. Landlord shall at Landlord's option procure and maintain in full force and effect a Loss of Rental Income insurance policy on the Premises equal to the Rent specified in Paragraph 3. Tenant shall pay the expense of said insurance with the rent in equal monthly installments.

5. Use of Premises. (a) Tenant shall use the Premises for convenience store, the retail sale of gasoline and other petroleum products, and the sale of prepared food, including deli foods and fried chicken. Tenant shall not use the Premises for any other purpose unless Landlord gives prior written consent to such additional use, at Landlord's sole discretion. The Premises is subject to all covenants and restrictions contained in any deed or lease conveying or leasing the Premises to Landlord and all other deed restrictions, zoning laws, easements or encumbrances affecting the Premises, nor or after the date of this Lease. Tenant shall obtain all permits and or licenses for any and all State, county, and city authorities related to its business. Notwithstanding the foregoing, Landlord, at its sole discretion, may elect to obtain one or more licenses in its name and enter into a management agreement with Tenant related to the operation of the business. In the event Landlord makes such election, Tenant shall be responsible for all costs and expenses associated therewith, including, but not limited to the application and renewal fees due for such licenses. Tenant agrees to comply with all rules and requirements related to such licenses and agrees not to take any actions which would cause such licenses to be suspended, revoked, or otherwise have action taken against them. If Tenant, its agents, employees, invitees or contractors causes such license to be suspended, revoked, or otherwise have action taken against them, such action shall be a default under this Lease, and Landlord may exercise any remedies granted to it herein upon such default. Upon the expiration or termination of the Lease, Tenant agrees to cooperate with Landlord (or its designee) on the transfer of licenses and permits for the Premises or other processes (including the utilization of management-type agreements) to prevent the disruption of the licenses and permits, including, but not limited to, the business licenses, food permits, alcohol licenses, tobacco licenses, and lottery programs. Additionally, Tenant agrees that, if required for the continued sales of certain products, a license or permit must be purchased for the Premises, Tenant agrees to sell the license or permit to Landlord or its designated agent at no cost or nominal cost, at Landlord's sole discretion. The Premises may not be used for any illegal purpose, nor any manner so as to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, and orderly and attractive condition. Failure by Tenant to comply with the terms of this paragraph shall constitute a default under the terms of this Lease

and Landlord shall have all rights and remedies available to it under this Lease or as otherwise permitted by law or in equity. Tenant shall keep the Premises free of all insects, pests and rodents and otherwise in a clean, safe and sanitary condition and comply with and execute all present and future rules, regulations and standards recommended by any national or regional fire protection association (or any other body exercising similar functions), Landlord's insurance carriers and organizations establishing insurance rates concerning Tenant's use of the Premises and Trade Equipment (including Tenant's alterations and additions, if any, ~~thereto~~). ~~Tenant further agrees not to suffer, permit or commit any waste, nor to allow, suffer or permit any~~ odors, vapors, steam, water, vibrations, noises or undesirable effects to emanate from the Premises or any apparatus, equipment or installation therein or otherwise to allow, suffer or permit the Premises or any use thereof to constitute a nuisance or to interfere unreasonably with the safety, comfort or enjoyment of any other tenants of the Center or their customers, invitees or any others lawfully in or upon the Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees forthwith to promptly cease and discontinue the same and within ten (10) days thereafter to make such changes in the Premises and install therein or remove therefrom such apparatus or equipment as may be required by Landlord for the purpose of obviating any such condition, and if any such condition is not so remedied, then Landlord may, at its option, enter upon the Premises and cure such condition in any manner Landlord shall deem necessary and add the cost and expense incurred by Landlord together with all damages, including reasonable attorney's fees, sustained by Landlord to the next installment of rent due.

(b) Additional Uses of Premises. Notwithstanding the provisions of paragraph 5(a), without Landlord's prior written consent, in Landlord's sole discretion, Tenant may not use the Premises for additional uses, or make other improvements for such purposes; provided, however, if Landlord does allow such uses or improvements, Tenant shall pay all costs and expenses related thereto. Any such installation, ~~construction, maintenance, and operation of such improvements shall be in accordance with all applicable~~ zoning, permitting, governmental rules, insurance requirements, environmental requirements, and any and all other laws, rules, regulations, statutes and ordinances of a governmental agents, as may be applicable or become applicable to the installation, construction, maintenance, and operation of the improvements. Tenant shall be responsible for obtaining and paying for any and all expenses whatsoever to obtain compliance and the failure of Tenant to obtain any such zoning, permit, approval, or compliance hereunder will not be an event of default or otherwise alter Landlord's right or Tenant's duties under the Lease. Landlord's sole responsibility with respect to Tenant's application or approval process for any other facilities will be to cooperate with Tenant, without Landlord incurring any additional cost or expense. Tenant may not make any structural alterations or modifications to the Premises without the prior written consent of Landlord. Landlord may require Tenant to participate in any programs required by Landlord's franchisor or any other branded convenience store offering, at Tenant's sole cost and expense. Landlord reserves the right and Tenant grants Landlord a license to install, maintain, replace, repair and operate on the Premises all scrip machines, bitcoin or other cryptocurrency machines, automatic teller machines (ATMs), cash dispensing machines, bill pay machines, check cashing machines, financial services installations, redbox units, electric vehicle charging stations, or other third party vendor units, together with all related communications equipment, kiosks, signage, in-store or other digital displays, or other type of ~~enclosure to hold such equipment as Landlord in its sole discretion deems appropriate for the Premises~~ (collectively, "Third Party Equipment"). Landlord has no obligation to install or operate Third Party Equipment. Landlord may, for any reason or no reason, in its sole discretion and whether or not Tenant is in default hereunder, and without prior notice to Tenant, may remove or disable the Third Party Equipment. To the extent Landlord installs any Third Party Equipment at the Premises, Tenant shall be responsible for notifying Landlord or, at Landlord's option, a third party, of any needed repairs, malfunctioning, damage or theft related to such Third Party Equipment within two (2) hours of its discovery. In addition, Tenant is required to call the number on the side of the Third Party Equipment. Tenant shall allow easy access for its customers to such Third Party Equipment, allow the use of outlets and electricity, and shall not block, obstruct or otherwise interfere with such Third Party Equipment. Tenant shall keep the areas around such Third Party Equipment in a neat, clean and safe condition. Tenant shall not be entitled to any reimbursement

or any revenue from such Third Party Equipment. Tenant shall forward any communications or other notices received related to such Third Party Equipment to Landlord within one (1) business day of receipt. Additionally, Tenant does not have the right to install or operate Third Party Equipment on the Premises without Landlord's prior written consent, which Landlord may withhold at its sole discretion.

6. **Operation of the Premises.** Tenant shall (1) keep the Premises, buildings, equipment, fixtures, restrooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice, and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with the petroleum products and inventory normally stocked at a first-class convenience store; (6) keep the business open for a minimum of eighteen (18) hours a day, seven (7) days per week, or upon such hours of operation as required by Supplier (as defined herein) in its discretion as may be amended from time to time by providing written notice to Tenant (which may be sent by email); (7) promptly apply and maintain licenses, inspections and permits required by any applicable governmental agency for the operation of the store, including, but not limited to the sale of alcohol, except to the extent that Landlord has decided to obtain licenses or permits in its name pursuant to Section 5 (a) above; (8) Tenant shall at all times comply with the current brand's Customer Value Proposition or mystery shop program and pay for all such costs related thereto, which sets minimum standards for all retail facilities which have been provided by Supplier; (9) Tenant will offer no illegal amusement games, nor pornographic material or magazines at the Premises; (10) Tenant shall provide inside sales from the back office no later than the fifth (5th) day of the following month for the previous month's inside sales; and (11) Tenant shall also keep the credit card receipt paper fully-stocked. Tenant may not sell or permit the sale of any motor fuel at the Premises other than fuel delivered by Supplier. If Tenant allows the Premises to be vacant or unattended or ceases selling gasoline or the operation of its business upon the Premises without the prior consent of Landlord for any period in excess of twenty-four (24) hours, an immediate breach of this Lease shall occur, and Landlord may, at its option, terminate this Agreement without the requirement of written notice, and all rights and interests of Tenant hereunder shall thereupon be cancelled. Additionally, Landlord has no obligation to cooperate or permit Tenant to operate the Motor Fuels Property, and Landlord may lock up and prevent the pumping of fuel from the Motor Fuels Property at any time for any reason or no reason.

Tenant understands that Tenant is required to comply with certain appearances, cleanliness and customer service guidelines of the existing brand of motor fuel or other replacement brand. Tenant shall comply with these guidelines and provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event Tenant fails to comply with its obligations under this paragraph, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the Premises into compliance with such guidelines, obligations and any requirements to maintain said brand including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended with the Rent payment next due. Landlord agrees to provide ten (10) days notice to Tenant prior to expending money hereunder. Landlord, at its expense, may audit, examine, and make copies of or extract from the bank accounts, books of account and records maintained by Tenant or Tenant's accountant or other representatives. Landlord shall select the third party processor to process any and all credit, debit or other card based transactions through the banking network, and Tenant agrees to use the processor chosen by Landlord. Tenant shall comply with all processor requirements or regulations and be responsible for all fees charged for such processor transactions, including, but not limited to, processing fees, charge-backs and interchange fees. At Landlord's option, Tenant will contract directly with the processor selected and such processor shall settle

directly with Tenant for such fees. Tenant is solely responsible for any loss incurred by Tenant's honoring a falsified scrip or a user's claim that a scrip did not print due to malfunction of the Third Party Equipment. Any required reversal of an erroneous debit to a user's account is the responsibility of the user and Tenant will provide reasonable assistance to the user upon request.

Tenant shall be liable for all obligations, liabilities, costs and expenses of operation of the Premises ~~and management of the Premises, including, but not limited to: salaries and wages, advertising, bank service~~ charges, pay at pump fees and related processing fees and charge-backs, credit and debit fees and related processing fees and charge-backs, cleaning expenses, liability and property damage insurance, rentals, telephone, workers' compensation insurance, health insurance, interest, legal and accounting fees, licenses and permits, supplies, FICA taxes, Federal unemployment taxes, state unemployment taxes, fines, penalties, payroll taxes, personal property taxes on property owned by Tenant, state and federal income taxes, sales taxes, other taxes and licenses, as well as any other expenses incurred in connection with or in any way related to the operation of the Premises or to the performance of Tenant's services and satisfaction of Tenant's obligations hereunder. Tenant shall be liable for all claims or demands based on damage or destruction of property or claims resulting from pay at pump transactions or any other credit or debit transactions, or based on injury, illness or death of any person or persons directly or indirectly resulting from the performance of Tenant's services or the satisfaction of Tenant's obligations hereunder. Nothing herein shall be deemed to create a franchise, sub-franchise, partnership or joint venture between Landlord and Tenant.

Tenant represents and warrants that it is knowledgeable in the operation of a gas station and/or convenience store and are familiar with all federal, state and local laws related to that type of business, including, but not limited to, laws relating to (a) the sale of goods below cost, and (b) emergency price controls that become effective during any natural disaster or authorized state of emergency.

7. Abandonment of Leased Premises. Tenant agrees not to abandon or vacate the Premises during the Term, and agree to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment shall be removed from the Premises.

8. Care and Maintenance of Premises.

(a) Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect, maintain or secure said Premises. Tenant accepts the leased Premises in its present condition and as suited for the intended use by Tenant. Tenant accepts the Premises in an "As-Is" condition with all faults, with any and all latent and patent defects, and Landlord is held harmless for internal, external and cosmetic defects. Tenant must complete a store walk with Landlord's representative and any items that need correction must be corrected by Tenant within fifteen (15) days of such walk. Tenant acknowledges and agrees that there are no express or implied warranties regarding the condition of the Premises. Tenant shall, throughout the Term of this Lease, at Tenant's expense, maintain in good order and repair the leased Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises, ~~including, but not limited to ensuring that (i) inside light fixtures are routinely cleaned and in~~ good operational condition, (ii) periodic painting of the interior of the Premises utilizing colors which are approved by Landlord, and (iii) all HVAC systems are in good repair and operating condition with all filters, coolers, and refrigeration units being routinely checked, replaced, and kept clear of debris. Tenant further agrees to care for the grounds around the building, including the care of shrubs, general landscaping, including, but not limited to, ensuring that (i) routine lawn and landscape maintenance occurs, and (ii) all parking lot and pump areas are free of weeds and trash. Tenant agrees to be responsible for ensuring that the Premises comply with all applicable laws at all times (including, but not limited to, the Americans with Disabilities Act (as that Act may be amended)), and Tenant is required to make any alterations, maintenance and repairs necessary to assure and maintain compliance with those laws, whether such modifications are

structural or otherwise. Tenant agrees to return said Premises and the Equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear and acts of God excepted. Tenant shall take all actions required to keep the Premises, and its customers, employees, and invitees safe. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair, secure or maintain any portion of the Premises, except as provided herein. Notwithstanding the foregoing, Landlord may elect to maintain and repair the paved areas and maintain and care for the grounds around the building, including the care of shrubs, general landscaping, and Landlord may collect additional funds during a Lease year in order to build a reserve for large paving repairs or repaving. If Landlord makes such election, Tenant shall be responsible for reimbursing Landlord for the costs and expenses of such maintenance and repair. If Tenant fails to make any repairs or perform any maintenance required in this subparagraph, Landlord may either make such repairs or perform such maintenance or hire a company to make such repairs or perform such maintenance and in either case, bill Tenant therefor, which may be added to the next payment due from Tenant, and if Tenant pays its rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant or which may be offset against funds owed by Landlord or Supplier to Tenant. If Landlord bills Tenant, Tenant shall reimburse Landlord upon receipt of such bill, and Tenant shall pay to Landlord an additional sum of ten percent (10%) of any such sums due which are not received by Landlord on or before fifteen (15) days after date of such bill. Tenant shall keep the area around the motor fuel dispensers and canopy area clean and free of debris and other and other obstructions. Tenant shall pressure wash the motor fuel dispensers and canopy area as necessary to keep the motor fuel dispensers and canopy area in a first class condition. Tenant shall also keep the credit card receipt paper fully-stocked, paper towels fully-stocked, squeegees and windshield washer fluid fully-stocked and keep the trash valets clean and emptied at all times. Landlord shall maintain, repair and replace burned out canopy lights, and Tenant shall notify Landlord within twenty-four (24) hours of the needed repairs or replacement. Landlord will supply Tenant with hoses, nozzles and swivels related to the motor fuel dispensing equipment, and Tenant shall be responsible for replacing hoses, nozzles, and swivels within one (1) hour of a needed repair. Tenant agrees to advise Landlord when it runs low on such items, so that Landlord may restock the items at the Premises. Tenant shall notify Landlord by contacting their assigned field coach of any necessary repairs related to the motor fuel dispensing equipment or any burned out canopy lights within four (4) hours or less of the initial observance of necessary repairs. If Tenant fails to clean and stock the Motor Fuels Property as required in this subparagraph, Landlord may hire a company to perform such cleaning and stocking and bill Tenant therefor, which shall be added to the next payment due from Tenant, and if Tenant pays its rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant. Landlord may also submit an invoice for such amount, and if Tenant fails to reimburse Landlord upon receipt of such bill, Tenant shall pay to Landlord an additional sum of ten percent (10%) of any such sums due which are not received by Landlord on or before fifteen (15) days after date of such bill.

(b) Tenant may not make any cuts in the roof of the Premises without first obtaining Landlord's prior written consent. Tenant may not damage or cause the roof bond or warranty to be canceled or invalidated. If Tenant causes damage or invalidates the roof bond or warranty, Tenant shall repair any such damage at its sole cost and expense, and Tenant shall indemnify, defend and hold Landlord harmless for any such damage or roof bond or warranty invalidation. If Landlord consents to a roof cut, Tenant shall utilize Landlord's roofing contractor so that Landlord's roof bond or warranty will not be invalidated. If no such roof bond exists and Landlord consents to a roof cut, Tenant shall indemnify Landlord against all costs and expenses incurred in connection with any roof leaks caused, in the opinion of a qualified roofing expert acceptable to Landlord and Tenant, by such roof cut. The indemnification obligations in this Paragraph 3(c) will survive the termination of this Lease.

(c) Except as specifically permitted in Section 5, Tenant may not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

9. Destruction of or Damage to Premises. In the event of a partial destruction of the Premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, or in the event that the building in which the Premises is situated is destroyed to an extent of not less than one-third of the replacement costs thereof (including total destruction), Landlord, at his option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord elects not to make such repairs, this Lease may be terminated at the option of either party. Notwithstanding the foregoing, if the Premises or any part thereof is damaged or destroyed by fire or any other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance. By way of illustration and not limitation, if an individual multi-product dispense is damaged by a vehicle, (a) Landlord shall repair the damage; (b) Tenant will not receive any abatement of rent as such repairs will not materially interfere with its business; and (c) pursuant to Section 12 below, Tenant shall reimburse Landlord for any costs or expenses incurred by Landlord for such repair to the extent Landlord does not receive reimbursement from its insurance carrier (for example, Tenant will reimburse Landlord for any insurance deductible related to such repair). Notwithstanding anything to the contrary contained herein, if Landlord's lender requires the loan to be paid with the insurance proceeds, Landlord shall have no duty to repair the Premises.

10. Indemnification of Landlord Against Loss or Damage to Premises. For and during the Term, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, (a) whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant; or (b) to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. Tenant shall indemnify, defend and hold Landlord completely harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, costs or judgments arising by reason of the injury or death of any person or damage to any property of any nature (including, but not limited to, those relating to or arising out of the violation of any federal, state or local environmental protection, health, or safety law, regulation, rule or ordinance), including all reasonable costs of investigation and defense thereof (including, but not limited to, attorneys' fees and court costs), arising out of or incidental to any acts or omissions of Tenant, its officers, employees, agents, representatives, contractors, subcontractors, licensees or invitees, related to (i) this Lease, (ii) Tenant's use or occupancy of, or operations on or connected with, the Premises, and (iii) Tenant's performance of its duties or obligations under this Lease. Landlord will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof.

11. Insurance. Tenant shall, at Tenant's sole cost and expense, maintain the following insurance during the Term:

(a) public liability insurance including bodily injury and property damage insuring Tenant and Landlord, which shall include, among other things, dramshop insurance covering liability from the sale of alcoholic beverages at the Premises (if alcoholic beverages are sold at the Premises), with minimum coverage as follows: \$2,000,000.00 LIABILITY INSURANCE COVERAGE;

(b) fire and extended coverage insurance upon property owned by Tenant, including, but limited to, furniture, alterations, additions and anything in the nature of leasehold improvements, in an amount equal to one hundred percent (100%) of the full replacement cost thereof, less any deductible.

(c) Worker's Compensation and Employer's Liability as prescribed by law in the state in which the Premises is located;

(d) Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than \$250,000.00 per person per occurrence and \$250,000.00 per occurrence for property damage; and

(e) Landlord may require Tenant, and Tenant hereby agrees, to add any additional coverages and/or amounts of coverage as may be requested or demanded by Landlord or by its mortgagee, if any.

All insurance policies required to be carried hereunder shall name Landlord and any party designated by Landlord as named insureds, and shall be primary to any insurance carried by Landlord or any party designated by Landlord as named insureds. The insurance described above shall include the following other insurance amendment: "This insurance is primary insurance with respect to Landlord, and any other insurance maintained by Landlord shall be excess and not contributory in any manner with this insurance." Any and all insurance coverage maintained by Landlord shall be excess or secondary but noncontributing insurance (in neither a concurrent nor pro rata manner) to all insurance policies required to be maintained by Tenant in this Lease. All policies shall be effective on or prior to the date of this Lease and shall remain effective throughout the Term and any holdover or extension periods. Tenant agrees to provide evidence of payment of premiums, if requested by Landlord, duplicate copies of policies of the insurance required herein and certificates of insurance with respect to all required coverage have been delivered to Landlord prior to the Commencement Date and, and thirty (30) days prior to the expiration date of an existing policy of insurance. All policies of insurance shall include provisions waiving subrogation against Landlord and prohibiting cancellations or material changes to the policy until thirty (30) days written notice has been given to Landlord by the insurance company. All insurance shall be placed with a reputable insurance company acceptable to Landlord and licensed to do business in the state in which the Premises is located. Any deductibles or retentions applicable to any of the insurance required herein shall be payable solely by Tenant.

12. Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all statutes, ordinances, requirements and governmental orders of all municipal, State and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant, or which may be applicable because of any act or failure to act of Tenant.

13. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, in Landlord's discretion, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. If a portion of the Premises which will not make the Premises unusable for the purposes herein leased, in Landlord's discretion, is condemned by any legally constituted authority for any public use or purpose, this Lease will not terminate, and the Lease shall be automatically adjusted so as to exclude the portion condemned from the definition of Premises as applicable. Tenant acknowledges and agrees that Tenant waives any and all rights in any award made by any condemnation authority as to the Premises notwithstanding the termination of the Lease as herein provided.

14. Assignment and Subletting. Landlord may assign its interest in this Lease or any interest hereunder at any time, and Landlord shall provide Tenant written notice of any such assignment. Tenant may not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord, at Landlord's sole discretion. Consent to any assignment or sublease shall not waive any of Landlord's rights under this paragraph or have the effect of releasing Tenant from any obligation under the Lease, and ~~all later assignments or subleases shall be allowable only upon the proper written consent of Landlord.~~ In addition, Landlord shall be paid an administration fee of \$500.00 for each assignment of this Lease. As used in this Lease, the term "assignment" includes any sale of 50% or more of the voting stock, member or partnership interests of Tenant, or any merger, consolidation or reorganization of Tenant (or any series of any such transactions), regardless of whether Tenant is the surviving entity in such merger, consolidation or reorganization.

15. Default. It is mutually agreed that the occurrence of any of the following is an event of default under this Lease:

- (a) Tenant fails to pay Rent, including additional rent, on the date due;
- (b) Tenant fails to perform any of the terms or provisions of this Lease other than the payment ~~of Rent, including but not limited to those enumerated in paragraph 6 and Tenant fails to cure such event(s)~~ of default within fifteen (15) days after written notice thereof (unless a different time period is specified or is considered an immediate breach in this Lease);
- (c) a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant, or a receiver is appointed for Tenant's property, or, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred;
- (d) Tenant makes an assignment for the benefit of creditors, or Tenant's effects are levied upon or attached under process against Tenant;
- (e) if Tenant is an individual, Tenant (or any one Tenant) dies, or if Tenant is an entity, the death of a principal of Tenant;
- (f) Tenant violates or is in default of any other agreements between Landlord and Tenant;
- (g) ~~The Premises is abandoned or vacated as set forth in this Lease (which shall be subject to the remedies set forth in such provision if a remedy is set forth therein);~~
- (h) Three (3) or more "Violations" (as defined below) occur in a six-month period;
- (i) the business operated upon the property is debranded from the applicable petroleum brand as the result of the acts or omissions of Tenant; or
- (j) if the Tenant is operating under a license of Landlord (or an affiliate of Landlord) pursuant to a management agreement or otherwise, and Tenant (including its employees or agents) causes a violation of the license for the Premises (such as selling alcohol or tobacco to a minor) (a "License Default").

In the event of a default, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately

be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and re-let the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any re-letting shall be applied to any indebtedness other than Rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the Rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity. If the Premises is located in Georgia, Tenant hereby waives its right to tender rent to Landlord under O.C.G.A. §44-7-52. Notwithstanding the foregoing, in addition to the remedies above, Landlord may also apply any amounts held by Landlord or any entity affiliated with Landlord to any amounts due to Supplier and/or apply any amounts held by Supplier or any entity affiliated with Supplier to any amounts due to Landlord.

Should any payment be more than ninety (90) days late, or should any event of default described herein under the terms of this Lease take place, or should any eviction be filed by Landlord, then the full amount remaining due under this contract shall be automatically accelerated and be immediately due and payable without further notice or demand from Landlord, and this shall include charges for all months remaining under the Lease even though the tenant is no longer in possession of the premises either due to abandonment or eviction. However, should the Landlord relet the premises (the Landlord not being under any duty to do so), then the Tenant shall receive credit against the amount owed by the Tenant for any rent paid to Landlord for said period remaining under the Lease. Should the Tenant pay delinquent rent up to date and said payment be accepted by Landlord, or otherwise cure any other default then the Landlord, at its sole option, may toll this provision and reinstate the Lease, though the Landlord is not required to do so.

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

If the Premises is located in the State of Louisiana, then in the event it becomes necessary for Landlord to evict Tenant or cancel the Lease, Tenant hereby waives the five (5) day notice to vacate the leased Premises provided by Louisiana Code of Civil Procedure Article 4701, and consent to the immediate institution of eviction proceedings by Landlord in accordance with Chapter 2 of Title XI of the Louisiana Code of Civil Procedure.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from his obligation to pay the full Rent due for the entire period of the then existing Term (including any renewal thereof as provided in this Lease).

Notwithstanding anything to the contrary contained in this Lease, in addition to the other remedies of Landlord set forth above, in the case of a License Default, Tenant shall pay (i) Five Thousand and 00/100 Dollars (\$5,000.00) for the first License Default at the Premises, (ii) Ten Thousand and 00/100 Dollars (\$10,000.00) for the second License Default at the Premises, and (iii) Twenty Thousand and 00/100 Dollars (\$20,000.00) for the third and all future License Defaults at the Premises, as the damages which will accrue to Landlord will be difficult to calculate, and therefore, Tenant shall pay such amounts to Landlord as liquidated damages and not as a penalty. Landlord may collect these funds by transferring these amounts from credit card sales which are held by Supplier.

The following will each constitute a "Violation" under this Lease:

- (a) Tenant's failure to maintain landscaping in a good, clean, and healthy condition or failure to otherwise maintain such landscaping pursuant to our specifications;
- (b) Tenant's failure to maintain the paved areas of the Premises in a good, clean, safe, and free of debris condition;
- (c) ~~Tenant's failure to keep the interior of the improvements located on the Premises~~ (including, without limitation, the back of the store, and the restrooms) in a good, clean, working and safe condition. This will include, without limitation, wiping down fixtures, mopping floors, picking up trash routinely, and the removal of any graffiti and/or offensive language;
- (d) Tenant's failure to keep the electrical and utility areas on the Premises in a good, clean, working and safe condition and with full access to electrical and utility panels and components. This will include, without limitation, no stacked/stored boxes, merchandise or any equipment in the electrical room;
- (e) Tenant's failure to keep the store fully stocked with fresh, clean merchandise. Merchandise will be in first class condition, no flaws or abrasions and within sell-by date. All items will have price tags and no empty shelves;
- (f) Tenant's sale or display of weapons, pornographic or obscene materials, drug paraphernalia, banned, recalled or other items whose sale is prohibited by applicable law and any other prohibited or nonconforming merchandise (as identified from Landlord or Supplier from time to time);
- (g) Tenant's failure to effect fuel price changes on all exterior price signs at the Premises within thirty (30) minutes after instruction from Landlord or Supplier;
- (h) ~~Tenant's failure to notify its area sales manager of any repairs needed for which Tenant is obligated to notify Landlord, within the timeframe required after discovery (or when it should have reasonably discovered)~~ of the condition warranting such request;
- (i) Tenant's failure to provide courteous, honest, and appropriate service to its customers as shown by documented customer complaints;
- (j) Tenant's failure to correct a previous Violation at the time of the next inspection performed by Landlord;
- (k) Tenant's failure to maintain sufficient funds in the accounts provided to Landlord necessary to avoid items being returned marked "NSF" or "Insufficient Funds"; or
- (l) Tenant's failure to accurately perform a motor fuel price survey within the timeframe required by 6 (16) in the Supply Agreement (as defined below).

Notwithstanding and without limiting any provision in this Lease, (A) upon the first Violation during any consecutive six month period, Landlord will issue a warning to Tenant, (B) upon the second and for each subsequent Violation during the six month period, Landlord may impose a fine not to exceed \$500.00, and (C) upon the third and any subsequent Violation(s) during the six month period, an event of default will be deemed to have occurred and Landlord may impose a fine not to exceed \$1,000.00.

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

17. Mortgagee's Rights. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the Premises.

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

19. Holding Over. If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law. If Tenant does not vacate the Premises immediately upon termination of this Lease the damages which will accrue to Landlord will be difficult to calculate, and therefore, Tenant shall pay to Landlord, as liquidated damages and not as a penalty, in addition to rent due as set forth herein, the sum of ten thousand dollars (\$10,000.00) which shall be paid to Landlord within seven (7) days after such termination.

20. Attorney's Fees and Homestead. If any Rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees. If suit should be brought for recovery of the Premises, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party will be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Tenant waives all homestead rights and exemptions, which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

21. Security Deposit. Tenant has deposited Twenty Thousand and 00/100 Dollars (\$20,000.00) pursuant to the Prior Lease, ("Security Deposit") which shall be held by Landlord or Supplier, at Landlord's option, as a Security Deposit for this Lease and the Supply Agreement, and Landlord may fund portions of the Security Deposit to Supplier to remedy defaults under the Supply Agreement and Supplier may fund portions of the Security Deposit to Landlord to remedy defaults under the Lease. The Security Deposit is being held to ensure the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the Premises to Landlord as herein provided. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default.

Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Lease; and, on demand, Tenant shall restore said security deposit to the full amount set forth above. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the Rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit.

22. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossession or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying said Premises. All notices shall be given via personal delivery or sent via U.S. Mail, certified mail, return receipt requested postage prepaid to the Premises in the case of notice to Tenant, and to the address set forth above in the case of Landlord, in which

case such notice shall be deemed given at the time of deposit in the mail; provided, however, the parties agree that Landlord may deliver notices by email or docuSign to the email address set forth below Tenant's signature. If no person is in charge of occupying said Premises, then attaching the same on the main entrance to the Premises may make such service or notice.

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

24. Liens (a) If, because of any act or omission of Tenant, any mechanic's or other lien shall be filed against the Premises or upon the Center or against Landlord with respect to the Premises, Tenant shall, at its expense, within thirty (30) days after receipt of notice of the filing thereof, cause the same to be canceled and discharged of record or furnish Landlord with a surety bond issued by a surety company, protecting Landlord from any loss resulting from nonpayment of such lien claim, and further, shall indemnify and save harmless Landlord from and against any and all cost, expenses, claims, losses or damages, including without limitation reasonable attorneys' fees, resulting by reason of such filing. The provisions of this Paragraph will survive the termination of this Lease.

(b) Landlord shall have at all times a valid lien and right of setoff for all sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, signs, accounts and proceeds, other tangible property and other personal property of Tenant situated on the Premises, and, except in the ordinary course of Tenant's business, such property shall not be removed therefrom without the consent of Landlord until all sums of money then due to Landlord hereunder shall first have been paid and discharged. Tenant hereby agrees to execute any and all documents as are necessary for or requested by Landlord to establish or perfect any lien rights in favor of Landlord or any lender of Landlord. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, signs, other tangible property and other personal property of Tenant situated on the Premises without liability for trespass or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale at which Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord. Any surplus shall be paid to Tenant and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of chattel mortgages or in any other form provided by law as may be required by the Uniform Commercial Code of the State wherein the Premises is located in order to preserve the priority of the lien created by this Section. The express contractual lien hereby granted is in addition and supplementary to any other lien available to Landlord, including but not limited to, any statutory lien.

25. Brokers. Landlord agrees to pay a commission to _____ N/A _____ ("**Broker**") pursuant to the terms of a separate commission agreement. Landlord and Tenant each represent and warrant to the other that each party has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except Broker, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Landlord and Tenant each agree to indemnify, defend and hold the other harmless from all costs and liabilities, including without limitation reasonable attorneys' fees and costs, arising out of or in connection with claims made by any other broker or individual who alleges that it is entitled to a commission or fees with regard to this Lease as a result of

dealings it had with the indemnifying party. Scott A Moon is a licensed Real Estate Agent in the State of Georgia.

26. **IF, AS A CONSEQUENCE OF A DEFAULT BY LANDLORD UNDER THIS LEASE, TENANT RECOVERS A MONEY JUDGMENT AGAINST LANDLORD, SUCH JUDGMENT MAY BE SATISFIED ONLY OUT OF THE PROCEEDS RECEIVED UPON EXECUTION OF SUCH JUDGMENT AND LEVIED THEREON AGAINST THE RIGHT, TITLE AND INTEREST OF LANDLORD IN THE CENTER AND THE PROPERTY UPON WHICH THE CENTER IS LOCATED AND OUT OF THE RENT OR OTHER INCOME FROM SUCH PROPERTY OR OUT OF CONSIDERATION RECEIVED BY LANDLORD FROM THE SALE OR OTHER DISPOSITION OF ALL OR ANY PART OF LANDLORD'S RIGHT, TITLE OR INTEREST IN THE CENTER AND THE PROPERTY UPON WHICH THE CENTER IS LOCATED, AND LANDLORD WILL NOT BE LIABLE FOR ANY DEFICIENCY.**

27. **Confidentiality.** The terms and conditions of this Lease are confidential and shall not be disclosed by Tenant to any third party without the prior written consent of Landlord, and no public statements or announcements shall be issued by the Tenant relating to this Lease without the prior written consent of Landlord, provided that nothing herein shall prevent either party from supplying such information or making such statements or disclosures relating to this Lease before any competent governmental authority, court or agency, or as such party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles, including, without limitation, statements or disclosures to such party's attorneys, accountants or other professional advisors; provided that such party shall send notices of any such statements or disclosures to the other party as soon as possible.

28. **Legality of Agreement.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract. No provision of this Agreement shall be construed against any party hereto by reason of such party being deemed to have drafted or structured such provisions.

29. **Time is of Essence.** Time is of the essence of this agreement.

30. **Terms Inclusive.** This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, are of any force or effect. "Landlord" as used in this Lease includes Landlord, its assigns, and successors. "Tenant" includes Tenant, his heirs, its assigns, successors and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sub-lessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, other entity or individual as may fit the particular parties.

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

(a) Landlord (and its assigns) retains the exclusive right for the entire Term (including any renewal thereof as provided in this Lease) to install, operate, and maintain payphones, ATMs, bitcoin machines, bill pay machines, electric vehicle charging stations, Air/Vac machines and other Third Party Equipment upon the Premises. Tenant acknowledges this exclusive right and agrees that it will not allow any similar or competing product or service to be installed or placed thereon.

(b) Landlord reserves the right to install billboards, cell towers and make additions or deletions to the improvements on the Property outside of the building. Landlord reserves the right to grant easements, rights-of-ways, licenses and other encumbrances affecting the Premises.

(c) If the Lease incorrectly describes the Premises that the parties intended the Tenant to lease, Landlord has the unilateral right to amend the Lease and must send Tenant a copy of such amendment *within ten (10) days of signing*

(d) At any time after the date hereof, Landlord may terminate this Agreement for any reason or no reason by giving Tenant at least sixty (60) days prior written notice. This termination right is absolute and complete and may not be waived or modified except in writing. No oral representation, delineated reliance, custom or behavior by anyone, including Landlord's representatives, shall in any way modify, ~~alter, terminate or otherwise change this absolute right of termination.~~ If Landlord exercises its right of termination, Landlord shall not be liable to Tenant for any compensation or damages under this Agreement.

(e) During the term of this Agreement, and for a period of one (1) year after its termination or expiration, within a three (3) mile radius of the Premises, Tenant, shall not, directly or indirectly or in any way whatsoever, engage, as principal, agent, employee, consultant, trustee, active or passive investor, or through any corporation, partnership, association or other entity or individual in any business, activity or enterprise which in any way offers retail sales of products or merchandise similar to that sold at the Premises, or that otherwise competes with the business operated on the Premises.

(f) Tenant's rights hereunder are expressly conditioned upon Tenant entering into a fuel services agreement or supply agreement, as applicable, with **EXCELL PETROLEUM, LLC** ("Supplier") or such other supplier designated by Landlord from time to time (the "Supply Agreement") for the exclusive supply of petroleum products to the Premises for the Term (including any renewal thereof as provided in this Lease). Any violation or termination by Tenant/customer of the Supply Agreement shall also be an event of default hereunder.

(g) ~~Landlord or its affiliate, at Landlord's sole discretion, may enter into a franchise agreement~~ (the "Franchise Agreement"). Tenant shall be responsible for reimbursing Landlord for any amounts required by the Franchise Agreement including, but in no way limited to, the monthly royalty fee (currently 3.5%), technology fee, advertising/marketing fee, franchise transfer fee and any other fees that may be required, such reimbursement to be billed to Tenant and collected in the same manner as rent. Tenant is required to purchase and maintain any software licenses or computer systems required by Franchisor and ~~would be required to pay for all fees and maintenance required to maintain any such software licenses or computer systems.~~ Any default under the Franchise Agreement (as may be amended from time to time) caused by Tenant, its employees, customers or contractors, will be a default of this Lease. Any costs or payments associated with the installing of furniture, fixtures, equipment, or machinery by the Landlord or Franchisor will be the sole responsibility of Tenant.

(h) Tenant agrees not to enter into any contracts affecting the Premises which have a term of longer than the term of this Lease.

(i) Tenant may not enter into any contracts affecting the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Landlord's review of such contract is solely for confirming compliance with this Lease, and Tenant shall not rely on Landlord's review for any purpose. Tenant shall provide reports of all revenue and profit derived from all sales at the Premises (including sales and services provided through any third-party vendors) broken out by revenue source on a monthly basis as follows: Within five (5) days after the end of each month, Tenant shall deliver to Landlord at consignment@majorsmgmt.com for the preceding month such reports in form and content satisfactory

to Landlord. If the form and content is not satisfactory to Landlord, Landlord may advise Tenant of the changes needed, and Tenant shall submit the revised information to Landlord within two (2) business days after receipt of such requested revisions. Landlord may audit Tenant's records at any time to obtain or confirm such information.

(j) Notwithstanding anything to the contrary contained herein, Operator shall be entitled to 100% of the profit for the Billpay during the Term, or at Landlord's option, Landlord may allow Operator to enter into the contracts for Billpay.

(k) The Premises is subject to a master lease and is subleased to Tenant and is subject to all conditions and restrictions affecting the master lease and shall terminate upon expiration or any sooner termination of such master lease.

32. Landlord Representations and Warranties. Landlord should represent warrant to the Tenant, as follows:

(a) Landlord is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia and authorized to conduct business within the state in which the Premises is located and has full power and authority to own and/or lease the Premises.

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

33. Additional Provisions.

33.1. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: (a) there are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitations the loss of any investment in the Premises or such business upon termination of this Lease; (b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to, selling the Premises, operating a gas station or convenience store upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; (c) Landlord has no obligation to lease the Premises to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; (d) any improvements, fixtures

or equipment which are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; (e) any improvements, fixtures or equipment which are not removed prior to termination of this Lease shall become the sole and entire property of Landlord; (f) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; (g) Tenant has no option, first right of refusal, or any other right of any nature to purchase the Premises; (h) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises; and (i) upon termination or expiration of this Lease, Landlord shall not be liable to Tenant for any compensation or damages of any kind. Tenant agrees that in the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Lease.

33.2. USA Patriot Act. Tenant represents to Landlord that, (i) neither Tenant nor any person or entity that directly owns a 10% or greater equity interest in it nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

33.3 Third Party Beneficiaries. This Lease is personal to Tenant and is intended for the sole use and benefit of Landlord and Tenant. Nothing contained herein shall be deemed, interpreted, or construed to create, or express any intent to create, third party beneficiary rights in favor of any person or entity, except for any indemnified party (or other person entitled to be indemnified pursuant to this Lease), and Landlord and Tenant specifically state and agree that no such intent exists.

33.4 Estoppel and Subordination Agreements. Within five (5) days of a request from Landlord, Tenant will execute and deliver to Landlord (or its designee), (1) a written instrument (a) certifying that this Lease has not been modified and is in full force and effect, or if there has been a modification, that this Lease is in full force and effect as modified and identifying the modification, (b) certifying the dates to which rent and other sums due from Tenant under this Lease have been paid, (c) stating whether, to the best knowledge of Tenant, Landlord is in default or breach of this Lease, and if so, the grounds of such default or breach, (d) stating the commencement date of this Lease, and (e) any other items reasonably requested by Landlord; and (2) such subordination, non-disturbance and attornment agreements required by Landlord's lender.

33.5 Correspondence. Tenant shall forward to Landlord within twenty-four (24) hours of receipt thereof, a copy of any and all correspondence, notices, lawsuits, citations, summons, liens, instruments or other writings of any nature delivered or mailed to Tenant, Landlord or the Premises with respect to any lien, claim or demand against the Tenant, Landlord or the Premises, or in any way related to the condition

of the Premises, the use or occupancy of the Premises, or with respect to zoning, taxes, applicable laws and regulations or condemnation.

33.6 Billboards. Notwithstanding anything to the contrary contained in this Lease, Landlord, in its sole and absolute discretion, will have the right to contract for one or more off-site billboards or signs advertising the operations conducted on the Premises (a "Billboard"). Should Landlord terminate use of one or more of these Billboards, or change use such that the new use does not affect or benefit the Premises in any way, which in either case, Landlord may do so at any time in its sole and absolute discretion without Tenant's consent. There will be no increase or reduction in Rent resulting from the addition or deletion of any Billboard, provided further that nothing contained in this Lease will require Landlord to obtain any Billboards.

34. **Cross-Default.** A default by Tenant under this Lease will constitute a default under all other agreements between Tenant (or any entity affiliated with Tenant) ("Tenant Parties") and Landlord (or any entity controlled by or under common control with any principal of Landlord) ("Landlord Parties"), and a default under any other agreement between any Tenant Parties and Landlord Parties shall be a default under this Lease.

35. **Governing Law; Venue.** This Lease is delivered in the State of Georgia and shall be construed according to the laws of the State of Georgia. This Lease shall inure to the benefit of and be enforceable by Landlord and its successors and assigns, as holder and owner of the Lease, and shall be enforceable against and binding upon Tenant and Tenant's heirs, representatives, successors and assigns. Venue on any suit, action or proceeding to enforce this Lease will be proper only in the appropriate state court of Georgia sitting in Gwinnett County, Georgia. Each party hereby: (a) irrevocably submits to the personal jurisdiction of the appropriate state court in Gwinnett County, Georgia, as well as the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding arising out of or relating to this Lease or any facts and circumstances leading to its execution or performance; (b) agrees that all claims in respect of such suit, action or proceeding must be brought, heard and determined exclusively in such courts; (c) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such courts; (d) agrees not to bring any suit, action or proceeding arising out of or relating to this Lease in any other court; (e) waives any objection that venue is improper; and (f) waives any defense of inconvenient forum to the maintenance of any suit, action or proceeding so brought. Nothing shall prevent Landlord from bringing a dispossession or eviction proceeding in the appropriate court in the state and county in which the Premises is located.

Initial: [Signature] For Tenant

[Signature] For Landlord

Initial: [Signature] For Tenant

36. **Severability.** If any provision of this Lease is held to be invalid, void, or unenforceable, the remaining provisions hereof will not be affected or impaired, and such remaining provisions shall remain in full force and effect.

37. **Recording.** Tenant agrees that Tenant will not record this Lease nor any Memorandum of Lease.

38. **Expiration of the Term.** All of Tenant's personal property, and all furnishings, movable trade fixtures and equipment which are not permanently attached to the Premises shall be deemed the

property of Tenant, and upon the expiration or earlier termination of this Lease, Tenant may, or if Landlord requires, shall, remove such items so installed in the Premises, and Tenant shall, prior to the expiration or earlier termination of this Lease, repair any damage caused by such removal. If Landlord requires Tenant to remove its furnishings, movable trade fixtures or equipment, and Tenant fails to do so, Landlord may remove such items, and Tenant shall reimburse Landlord for all costs related to such removal. All point of sale systems, upgrades or replacements to existing equipment, and all alterations, additions or improvements that are permanently attached to the Premises, including without limitation air conditioning and heating equipment, shall become the property of Landlord at the expiration or earlier termination of this Lease and Tenant shall not be obligated to remove the same or restore the Premises to its original condition. Upon the expiration or earlier termination of this Lease, Tenant shall deliver the Premises to Landlord broom clean and in good repair and condition, reasonable wear and tear excepted. If Tenant leaves any personal property in the Premises after the expiration or earlier termination of this Lease, at the option of Landlord, such property shall become the property of Landlord. Tenant shall clean all windows and plate glass, including the removal of any stickers, signs or other decorations on such glass.

39. Intentionally omitted.

40. **Environmental.** Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Tenant represents that it is familiar with and knowledgeable about the operation of the Motor Fuels Property and the hazards associated therewith. Tenant is aware of the location and method of operation of the outside emergency cut-off switch and the cashier emergency cut-off switch and will insure that all of its employees or other operators have been trained with respect to operation of the Motor Fuels Property including emergency cut-off switches. Landlord may engage a company to perform all environmental compliance work and testing on Tenant's behalf and at Landlord's expense, or Landlord may perform such work. Tenant shall allow access to the Premises for all such work and testing. Further, without limiting the foregoing, Tenant agrees to the following:

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

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

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

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

(e) Tenant agrees to conduct, at a minimum, a daily inspection of hoses, certified equipment, breakaways, valves, seals, vapor recovery systems, underground storage tanks and other equipment to ensure Stage II Recovery compliance and shall be solely liable for any non-compliance not immediately reported in writing to Landlord or not otherwise corrected. Tenant shall immediately shut down the Motor Fuels Property if continued operation would be dangerous or unsafe.

(f) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease as the result of any acts or omissions of Tenant, its agents, employees, invitees, or affiliates. Further, at Landlord's election, to the extent such Tenant agrees to participate in the applicable states' Underground Storage Tank Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under such applicable states' Trust Fund, should a release occur. If the Premises is in the State of Texas, then Tenant agrees to comply with the Texas Commission on Environmental Quality's Financial Assurance requirements pertaining to the petroleum underground storage tanks, Tenant shall provide proof of compliance upon Landlord's demand.

{SIGNATURES ON FOLLOWING PAGE}

WITNESS our hands and seals as of the date first written above.

LANDLORD:
**CENTRAL GEORGIA COMMERCIAL
PROPERTIES, LLC**

DocuSigned by:
By: Scott A. Moon (seal)
Name: Scott A. Moon
Title: Manager

TENANT:
SMR PETROLEUM LLC

DocuSigned by:
By: M. Rehan (seal)
Name: Muhammed Rehan
Title: Manager
Email: cordevalero@gmail.com

DocuSigned by:
M. Rehan (seal)
Muhammed Rehan
Email: cordevalero@gmail.com

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOT 212 OF THE 4th LAND DISTRICT OF BIBB COUNTY, GEORGIA, CONTAINING 0.827 ACRES.

COMMENCING AT POINT AT THE CENTERLINE INTERSECTIONS OF ALLEN ROAD AND HAWKINSVILLE ROAD, SAID POINT HAVING A NORTHING OF 997418.8479 AND AN EASTING OF 2453777.5811 THENCE BEARING N 71-31-24 E A DISTANCE OF 77.96' TO A PK NAIL FOUND, SAID POINT BEING THE POINT OF BEGINNING; THENCE A BEARING OF N 07-12-15 E A DISTANCE OF 268.46' TO A PK NAIL SET; THENCE BEARING S 89-29-52 E A DISTANCE OF 228.29' TO AN IRON PIN SET; THENCE A BEARING OF S 10-49-54 E A DISTANCE OF 62.97' TO AN IRON PIN FOUND; THENCE BEARING S 10-36-39 E A DISTANCE OF 40.39' TO AN IRON PIN FOUND; THENCE BEARING N 89-28-44 W A DISTANCE OF 120.90' TO AN IRON PIN SET; THENCE BEARING S 10-54-36 E A DISTANCE OF 167.90' TO AN IRON PIN FOUND; THENCE A BEARING OF N 89-42-33 W A DISTANCE OF 20.52' TO A POINT ON LINE; THENCE BEARING N 10-49-36 W A DISTANCE OF 145.03' TO A POINT ON LINE; THENCE A BEARING OF S 79-10-00 W A DISTANCE OF 68.00' TO A POINT ON LINE; THENCE BEARING S 40-21-30 W A DISTANCE OF 71.40' TO A POINT ON LINE; THENCE BEARING S 07-13-45 W A DISTANCE OF 75.10' TO A POINT ON LINE; THENCE BEARING N 89-42-33 W A DISTANCE OF 21.86' TO THE POINT OF BEGINNING.

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOT 212 OF THE 4th LAND DISTRICT OF BIBB COUNTY, GEORGIA, CONTAINING 0.358 ACRES.

COMMENCING AT POINT AT THE CENTERLINE INTERSECTIONS OF ALLEN ROAD AND HAWKINSVILLE ROAD, SAID POINT HAVING A NORTHING OF 997418.8479 AND AN EASTING OF 2453777.5811 THENCE BEARING N 71-31-24 E A DISTANCE OF 77.96' TO A PK NAIL FOUND; THENCE A BEARING OF N 07-12-15 E A DISTANCE OF 268.46' TO A PK NAIL SET, SAID POINT BEING THE POINT OF BEGINNING; THENCE BEARING N 07-12-15 E A DISTANCE OF 72.50' TO AN IRON PIN FOUND; THENCE A BEARING OF S 89-29-15 E A DISTANCE OF 205.40'; THENCE A BEARING OF S 10-49-54 E A DISTANCE OF 73.40' TO AN IRON PIN SET; THENCE BEARING N 89-29-52 W A DISTANCE OF 228.29' TO THE POINT OF BEGINNING.

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.

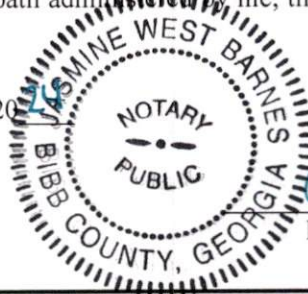
Agent's Signature: [Signature] Date: 1-2-25

Business Name: SMR Petroleum LLC (D.B.A) Hop-IN

I hereby certify that Muhammed Rehan (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 2 day of January, 2025

Jasmine Bony
Notary Public



03.11.2025
My Commission Expires

Ownership/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____

Notary Public

My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: SMR Petroleum LLC**Business Address:** 5950 Hawkinsville Rd Macon GA 31216**Instructions:**

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

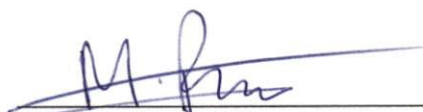
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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


Applicant/Agent Signature

1-2-25
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*

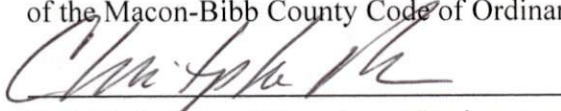
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: SMR Petroleum LLC (DBA) HOP-IN

Business Address: 5950 Hawkinsville Road Macon GA 31216

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


Code Enforcement Department Designee

07/31/2024
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

09/2/2024
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Muhammed-Rehan
Signature

Muhammed Rehan
Print Name

1-2-25
Date



Alcohol License Questionnaire

Name of Business: SMR Petroleum LLC
 Owner's Name: Muhammed Rehan
 Address: 5950 Hawkinsville Rd
Macon GA 31216

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

Signature

Muhammed Rehan
 Print Name

1-2-25
 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.

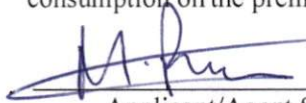
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: SMR Petroleum LLC

Business Address: 5950 Hawkinsville Rd Macon GA 31216

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

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


Applicant/Agent Signature

1-2-25
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

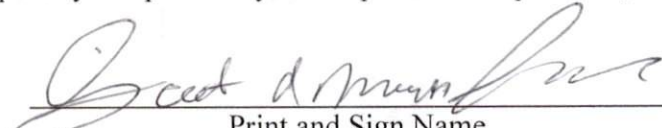
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: _____
2. Name of the subject of this Certificate, if different from the applicant:
Central Georgia Commercial Properties, LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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


 Print and Sign Name

Sworn to and subscribed before me this
21 day of Jan., 2025.

Crystal Duggans
 Notary Public

My Commission Expires: Jan. 14, 28



Scott Moon
 Manager

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Muhammed Rehan (owner)
2. Name of the subject of this Certificate, if different from the applicant:
SMR Petroleum LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Muhammed Rehan
Print and Sign Name

Sworn to and subscribed before me this

29 day of January, 20 25.

Jasmine Barnes
Notary Public

My Commission Expires: 03.11.2025





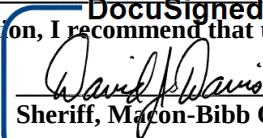
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Muhammed Rehan – Fingerprints Completed: 01.30.2025

Business Name: SMR Petroleum LLC dba Hop In

Business Address: 5950 Hawkinsville Road, Macon, GA 31216

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	2/10/2025 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 2/24/2026 (Date) ^{DS} SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist



ADDED TO THE MARCH 4, 2025 PRE-COMMISSION MEETING

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

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

\$ 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 #: 99-3040194 State Tax ID#: _____
 Business Name: Residence Inn Macon Corporate and Trade Name: Radharoni Hospitality LLC
 Local Business Address: 3900 Sheraton dr. Macon, GA 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 3900 Sheraton dr. Macon, GA 31210
Street Address (City State Zip)
 Local Business Phone #: 478-475-4250 Email Address: keshav.mst@gmail.com
 Contact Person: Vinod Patel Contact Phone #: 912-536-5739

AGENT

Agent's Name: Latesha Sallette Agent's Title: General Manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 3481 Habersham Ave City: Macon State: GA Zip: 31204
 Home Phone #: 478 365 1178 Email: latesha.sallette2@marriott.com
 Mailing Address: 3900 Sheraton Dr City: Macon State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Dipal Patel Title: CEO
 Home Address: 117 Sussex Retreat City: Pooler State: GA Zip: 31322
 Home Phone #: 912-536-5739 Email: keshav.mst@gmail.com
 Mailing Address: 117 Sussex Retreat City: Pooler State: GA Zip: 31322

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Dipal Patel</u>			
Home Address: <u>117 Sussex Retreat Pkwy, GA 31222</u>			
Sex	Race	Date of Birth	Social Security Number
<u>F</u>	<u>Asian</u>		



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

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

Dipal Patel
Signature

09/22/24
Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Latesha Monique Sallett		
Home Address:	3481 Habersham Ave Macon GA 31204		
Sex	Race	Date of Birth	Social Security Number
F	Black		

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

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

Signature

Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol 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: Residence Inn Macon

Printed Name of Applicant: Dipal Patel

*Signature of Applicant: *Dipal Patel*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12th DAY OF November, 2024.

Priscilla A Morris
 NOTARY PUBLIC

August 23, 2027
 MY COMMISSION EXPIRES



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

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

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

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

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

Business Name: Residence Inn Macon

Printed Name of Applicant: Latesha Sallotte

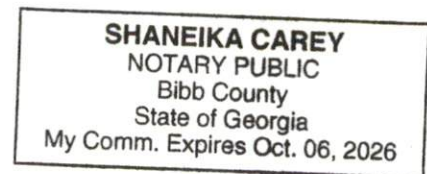
*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29th DAY OF August, 2024.

[Signature]
 NOTARY PUBLIC

Oct. 6, 2026
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: **Dipal Patel**

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

BUSINESS LOCATION: **3900 SHERATON DR.**

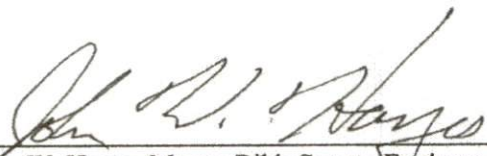
BUSINESS NAME: **RESIDENCE INN MACON**

To Be Completed by County Engineer

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

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

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

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

Date: 11/22/24

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

Residence Inn Macon
#3900 Sheraton Drive
3,050' — SCHOOL GROUND property line
Montessori of Macon
#855 Tolliver Place
3,450' — SCHOOL BUILDING
Montessori of Macon
2,900' — COLLEGE CAMPUS property line
Miller-Mott Technical College
29,850' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emory Highway
2,800' — PUBLIC LIBRARY or BRANCH building
Riverside Branch
4,450' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Northside Senior Village
4,200' — CHURCH (building)
New City Church
#3500 Riverside Drive
3,900' — CHURCH GROUNDS
New City Church
5,000' — M-B COUNTY RECREATION CENTER property
Theron Usery Park Community Center
N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
Applicant ~~is~~ self-identifies as:
"None of the above"

OK!

Paul J. Hornowski
November 20, 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
146444	595034	Print Legal Ad-IPL01954540 - IPL0195454		\$46.36	1	28 L

Attention: Latesha Sallette

Residence Inn Macon
3900 Sheraton Dr
Macon, GA 31210

resimaconga@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Beer, Wine/On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 29, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Residence Inn Macon, 3900 Sheraton Dr Macon GA 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This September 22, 2024. Latesha M Sallette, Applicant
IPL0195454
Sep 22, 29 2024

To Whom It May Concern:

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

2 insertion(s) published on:

09/22/24, 09/29/24

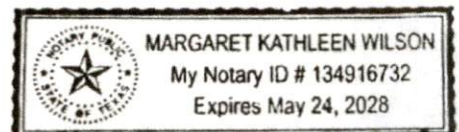
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 30th day of September in the year of 2024

Margaret K. Wilson

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-2024-1510	PERMIT TYPE: Permitted Use	DATE ISSUED: 07/26/2024
PARCEL NO: N041-0037	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Viraj Patel Radharani Hospitality LLC	
PROPOSED USE:	Change of ownership w/ alcohol consumed on premise Residence Inn by Marriott	
ADDRESS OF PROPOSED USE:	3900 SHERATON DR	
PROPERTY OWNER'S NAME:	ARC HOSPITALITY PORTFOLIO I C/O JENNIFER CLOUGH	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing hotel with alcohol consumed on premise and continue its operation as it is currently. Alcohol can only be sold to individuals staying overnight. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 07/26/2025

APPROVED BY: *Butch Sementelli*

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



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Radharani Hospitality LLC	Control Number:	24093910
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Accommodation and Food Services	NAICS Sub Code:	Hotels (except Casino Hotels) and Motels
Principal Office Address:	3900 Sheraton Drive, Macon, GA, 31210, USA	Date of Formation / Registration Date:	5/8/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Janki Patel**
Physical Address: **117 Sussex Rt, Pooler, GA, 31322, USA**
County: **Chatham**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: Residence Inn Macon Name of Corporation: Radharani Hospitality LLC

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

Individual:

Name and Title: Dipal Patel Owner Telephone Number: 912-536-5739

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 117 Sussex Retreat, Pooler, GA 31322

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

Mailing Address: 117 Sussex Retreat Pooler, GA 31322

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

○ General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)

○ General Partner holding _____ % of all outstanding general partnership interests.

○ Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)

○ General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)

○ General Partner holding _____ % of all outstanding general partnership interests.

○ Limited Partner holding _____ % of all outstanding general partnership interests.

☒ Limited Liability Company (LLC)

○ Managing Member, Total number of Managing Member(s): 1

○ Member holdings 66 % of all outstanding membership interests.

☐ Privately Held Corp./Company

○ Corporate Officer: Yes ___ No ___

☐ Other

○ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Dipal Last Name: Patel
Home Address: 117 Sussex Retreat City: Polar State: GA Zip: 31322
Home Phone #: 912-536-5731 Email: Keshav.mgt@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 117 Sussex Retreat City: Polar State: GA Zip: 31322

- 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.

Dipal Patel
Applicant's Signature

12/3/24
Date

I hereby certify that Dipalbahar P 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 3 day of 12, 20 24.

Wendy B Pearson
Notary Public



7-7-25
My Commission Expires

Rev. 7/202121



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

DIPAL PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-10-16

Serial No.

cert_zdnr2kwq





Dipalbaben P Patel



AH001438

ALCOHOL HANDLER

EXP: 12/31/2025



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Latesha Last Name: Sallette
Home Address: 3481 Habersham Ave City: Macon State: GA Zip: 31204
Home Phone #: 478 365 1178 Email: lateshasallette@yahoo.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 3900 Sheraton Dr City: Macon State: GA Zip: 31210

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

CERTIFICATION

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

[Signature]
Applicant's Signature

8/28/24
Date

I hereby certify that Latesha Monique Sallette 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 29th day of August, 20 24.

[Signature]
Notary Public



Oct. 6, 2026
My Commission Expires



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Latesha Sallette

is awarded this certificate for

TIPS Georgia Off-Premise and Alcohol Delivery Training



Hours
3.00



Completion Date
09/17/2024



Expiration Date
09/17/2026



Certificate #
GA-OFF-000034776285

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE)

(CUT HERE)



GA Off-Premise & Delivery

Issued: 09/17/2024

Certificate #: GA-OFF-000034776285

CERTIFIED

Expires: 09/17/2026

Latesha Sallette
3900 Sheraton Dr
Macon

GA 31210



A 360TRAINING COMPANY

Phone: 800-438-8477

www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



Latesha Sallette



AH001437

ALCOHOL HANDLER

EXP: 12/31/2025

Type: GEORGIA LAND RECORDS
Recorded: 8/13/2024 5:32:00 PM
Fee Amt: \$15,025.00 Page 1 of 11
Intangible Tax: \$15,000.00
Bibb County Superior Court
Erica Woodford Clerk

Participant ID(s): 1040091116,
7067927936

BK 11934 PG 108 - 118

WHEN RECORDED MAIL TO:

GBank, Main Office, 9115 W. Russell Road, Las Vegas, NV 89148

SEND TAX NOTICES TO:

Radharani Hospitality LLC, 3900 Sheraton Drive, Macon, GA 31210

1. Document Date:	August 6, 2024
2. Document Signers: Grantor(s) -	Radharani Hospitality LLC
3. Grantee Mailing Address:	9115 W. Russell Road, Las Vegas, NV 89148
4. Map and Parcel ID Number(s):	N041-0037
5. Original Loan Amount:	FIVE MILLION & 00/100 DOLLARS (\$5,000,000.00)
6. Initial Maturity Date:	August 6, 2049
7. Intangible Recording Tax:	\$15,000.00



00000000750166200074508062024

SECURITY DEED

THIS SECURITY DEED dated August 6, 2024, is made and executed between Radharani Hospitality LLC, a Georgia Limited Liability Company, whose address is 3900 Sheraton Drive, Macon, GA 31210 (referred to below as "Grantor") and GBank, whose address is 9115 W. Russell Road, Las Vegas, NV 89148 (referred to below as "Lender").

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender, with power of sale, all of Grantor's right, title, and interest in and to the following described real property: The Real Property is located in Bibb County, State of Georgia and is described as follows:

See Exhibit 'A', which is attached to this Security Deed and made a part of this Security Deed as if fully set forth herein.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or

SECURITY DEED (Continued)

Loan No: 750166200

Page 2

on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 3900 Sheraton Drive, Macon, GA 31210. The Real Property tax identification number is N041-0037.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF FIVE MILLION & 00/100 DOLLARS (\$5,000,000.00) WHICH HAS THE MATURITY DATE OF AUGUST 6, 2049, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. THIS CONVEYANCE SHALL BE CONSTRUED AS A DEED PASSING TITLE AND NOT AS A MORTGAGE. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF SEVEN (7) YEARS FROM THE MATURITY DATE OF THE DEBT OR DEBTS SECURED BY THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAYED WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance

SECURITY DEED (Continued)

Loan No: 750166200

Page 3

during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Georgia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Security Deed:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program or, if permitted by the Small Business Administration, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if

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Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Security Deed:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Security Deed:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the Indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on

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payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Security Deed.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Security Deed:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Security Deed to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Security Deed or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Security Deed or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Security Deed or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Security Deed or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from

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the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S REMEDIES AND POWER OF SALE. Upon the occurrence of an Event of Default, Lender shall have the following rights, powers, and remedies:

Accelerate Indebtedness. Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

Entry and Possession. Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

Collection of Rents. Lender may collect and receive all Rents from the Property and apply the same to the indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

Payments. Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

Other Remedies. Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the indebtedness or any part thereof.

Appointment of Receiver. Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Property as security for the indebtedness, or any other matter usually incident to the appointment of a receiver.

UCC Remedies. With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

Power of Sale. Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to the occurrence of an Event of Default, under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the indebtedness has been satisfied in full.

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Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Cumulative Remedies. All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or enforce the indebtedness with or without taking action with respect to the Property. Lender may, at Lender's election and at Lender's discretion, exercise each and every such right and remedy concurrently or separately. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

Attorneys' Fees; Expenses. If any part of the indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities including Loan No. 750166300, plus interest thereon, of Radharani Hospitality LLC to Lender, or any one or more of them, as well as all claims by Lender against Radharani Hospitality LLC or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Radharani Hospitality LLC may be liable individually or jointly with others, whether obligated as guarantors, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

An Event of Default will occur under this Agreement if any Event of Default occurs under the loan documents evidencing and securing all other Loans, including Loan No. 750166300.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Security Deed:

Amendments. This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration of or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers,

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recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. (c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Clark County, State of Nevada.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

Merger. There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Security Deed.

Waive Jury. All parties to this Security Deed hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Notice and Hearing and Homestead Exemption. Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the indebtedness, or any part of the indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Radherani Hospitality LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Security Deed in the events of default section of this Security Deed.

Grantor. The word "Grantor" means Radherani Hospitality LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

SECURITY DEED (Continued)

Loan No: 750166200

Page 9

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed.

Lender. The word "Lender" means GBank, its successors and assigns.

Note. The word "Note" means the promissory note dated August 6, 2024, in the original principal amount of FIVE MILLION & 00/100 DOLLARS (\$5,000,000.00) from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 6, 2049. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all acccessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Security Deed. The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

IN WITNESS WHEREOF, THIS SECURITY DEED HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS SECURITY DEED IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY DEED IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed and Delivered in the presence of:

X. [Signature]
Unofficial Witness

GRANTOR:

RADHARANI HOSPITALITY LLC

By: [Signature] (Seal)
Dipalbahen P Patel, Managing Member of
Radharani Hospitality LLC

Notary Public, [Signature]

(NOTARY SEAL)

My Commission expires: _____

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Bibb, State of Georgia, and is described as follows:

PARCEL 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 343 OF THE THIRTEENTH (13TH) LAND DISTRICT OF BIBB COUNTY, GEORGIA, AND FRONTING ON SHERATON DRIVE IN BIBB COUNTY, GEORGIA, AND BEING THAT CERTAIN 3.05 ACRE TRACT AS SHOWN ON A PLAT OF SURVEY FOR MCKIBBON BROTHERS INC., DATED JANUARY 20, 1995, PREPARED BY DONALDSON GARRETT & ASSOCIATES, INC. AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO SAID PLAT AS FOLLOWS:

BEGINNING AT THE RIGHT-OF-WAY MONUMENT LOCATED ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 75 AND BEING DESIGNATED AS I-75 STATION "288+93.10" 180 FEET RT, AND RUNNING THENCE FROM SAID RIGHT-OF-WAY MONUMENT ALONG THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 75 NORTH 51 DEGREES 17 MINUTES 14 SECONDS WEST 812.29 FEET TO AN IRON PIN SET; THENCE NORTH 43 DEGREES 20 MINUTES 33 SECONDS EAST 298.55 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT-OF-WAY OF SHERATON DRIVE; THENCE ALONG SAID RIGHT-OF-WAY A CHORD BEARING AND DISTANCE OF SOUTH 35 DEGREES 5 MINUTES 28 SECONDS EAST 180.19 FEET, WITH A RADIUS OF 1,577.02 FEET AND AN ARC DISTANCE OF 180.29 FEET, TO A RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 31 DEGREES 48 MINUTES 58 SECONDS EAST 323.68 FEET TO A RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 41 MINUTES 13 SECONDS EAST 71.48 FEET, WITH A RADIUS OF 2,351.83 FEET AND AN ARC DISTANCE OF 71.48 FEET TO A RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG THE SAID RIGHT-OF-WAY SOUTH 25 DEGREES 34 MINUTES 42 SECONDS EAST 268.85 FEET TO A RIGHT-OF-WAY MONUMENT ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 75 AND THE POINT OF BEGINNING.

PARCEL 2:

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN UTILITY INSTALLATION AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BY AND BETWEEN HMH PROPERTIES, INC., HMH COURTYARD PROPERTIES, INC. AND MCKIBBON BROTHERS, INC., A GEORGIA CORPORATION, DATED AUGUST 18, 1995, FILED FOR RECORD SEPTEMBER 14, 1995, AND RECORDED IN DEED BOOK 2732, PAGE 270, BIBB COUNTY, GEORGIA RECORDS, DESCRIBED BELOW:

NON-EXCLUSIVE, PERPETUAL SANITARY SEWER EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 343 OF THE THIRTEENTH (13TH) LAND DISTRICT OF BIBB COUNTY, GEORGIA AND, COMMENCING AT A CONCRETE RIGHT-OF-WAY MONUMENT FORMED BY THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF SHERATON DRIVE, A 120 R/W, AND THE NORTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY NO. 75, LIMITED ACCESS, A 259 FEET R/W; THENCE RUNNING ALONG THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 75, NORTH 51 DEGREES 5 MINUTES 15 SECONDS WEST FOR 812.29 FEET TO

AN IRON PIN FOUND; THENCE DEPARTING SAID RIGHT-OF-WAY AND RUNNING ALONG THE SOUTHERLY PROPERTY LINE OF THE SITE, NORTH 43 DEGREES 32 MINUTES 33 SECONDS EAST FOR 213.97 FEET TO A POINT AND THE POINT OF BEGINNING; THEN DEPARTING THE SOUTHERLY PROPERTY LINE OF THE SITE AND RUNNING NORTH 17 DEGREES 59 MINUTES 28 SECONDS EAST FOR 89.13 FEET TO A POINT; THENCE RUNNING NORTH 31 DEGREES 35 MINUTES 08 SECONDS WEST FOR 59.42 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SHERATON DRIVE; THENCE RUNNING SOUTHERLY ALONG SAID RIGHT-OF-WAY FOLLOWING THE CURVATURE OF THE RIGHT AN ARC DISTANCE OF 64.32 FEET TO A POINT, SAID ARC HAVING A CENTRAL ANGLE OF 02 DEGREES 21 MINUTES 02 SECONDS AND A RADIUS OF 1,579.79 FEET AND SUBTENDING A CHORD BEARING SOUTH 40 DEGREES 28 MINUTES 15 SECONDS EAST FOR 64.81 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND RUNNING SOUTH 17 DEGREES 59 MINUTES 28 SECONDS WEST FOR 72.84 FEET TO A POINT ON THE SOUTHERLY PROPERTY LINE OF THE SITE; THENCE RUNNING ALONG SAID PROPERTY LINE SOUTH 43 DEGREES 32 MINUTES 33 SECONDS WEST FOR 23.19 FEET TO A POINT AND THE POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,122 SQUARE FEET OR 0.0257 ACRES.

Agent Part

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: J. Pallett] Date: 11/20/24

Business Name: Residence Inn by Marriott

I hereby certify that Katesha Soulette (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 20th day of November, 2024.

[Signature: India Smith]
Notary Public

INDIA SMITH
NOTARY PUBLIC
Bibb County
State of Georgia
My Commission Expires SEP 23, 2025
My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: [Signature: Dipal Patel] Date: 10/28/24
(If different from Agent)

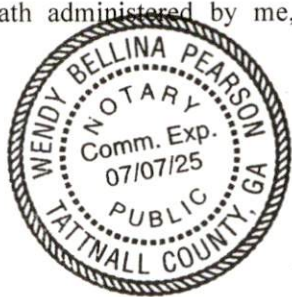
Title: Owner

Business Name: Radharuni

I hereby certify that Dipal 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 28 day of October, 2024.

[Signature: Wendy B. Pearson]
Notary Public



7-7-25
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Residence Inn Macon

Business Address: 3900 Sheraton dr. Macon, GA 31210

Instructions:

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

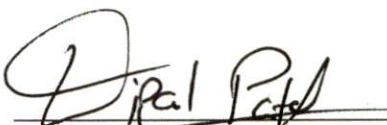
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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


Applicant/Agent Signature

10/16/24
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.

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: Residence Inn Macon

Business Address: 3900 Sheraton Dr Macon GA 31210

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

[Signature] #17210
Code Enforcement Department Designee

10/01/2024
Date

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

[Signature]
Applicant/Agent Signature

11/20/24
Date

Applicant Privacy Rights Notification Signature Form

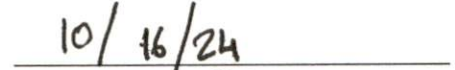
Applicant Notification and Record Challenge:

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

Applicant Privacy Rights Notification Signature Form

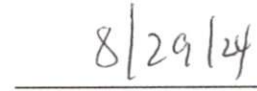
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Signature


Print Name


Date



Alcohol License Questionnaire

Name of Business: Residence Inn Macon
 Owner's Name: Dipal Patel
 Address: 3900 Sheraton Dr.
Macon, GA 31210

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

2. If you purchased the building, what was the final sale price as reflected in public records? \$ 7,000,000

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

Dipal Patel
Signature

Dipal Patel
Print Name

10/16/24
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: Residence Inn Macon

Business Address: 3900 Sheraton, dr. Macon, GA 31210

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

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

Digital Patel
Applicant/Agent Signature

12/3/24
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

Business & prop owner

1. Name and Title of the applicant: Dipal Patel CEO
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

~~OHM~~ OHM TRADING, HARI MAHANT LLC, Radhasani Hospitality LLC

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

Dipal Patel Dipal Patel
Print and Sign Name

Sworn to and subscribed before me this

3 day of 12, 2024.

Wendy B Pearson
Notary Public

My Commission Expires: 7-7-25





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

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Latesha Sallette – Fingerprints Completed: 12.6.2024

Business Name: Radharani Hospitality LLC DBA Residence Inn Macon

Business Address: 3900 Sheraton Dr Macon GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	_____ Date 12/18/2024
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 2/24/2024 (Date) ^{DS} SF (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial} SF Stephanie Freeman, Administrative Office Specialist



ZONING COMPLIANCE

PERMIT NO: ZC-2024-1510	PERMIT TYPE: Permitted Use	DATE ISSUED: 01/17/2025
PARCEL NO: N041-0037	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Viraj Patel Radharani Hospitality LLC	
PROPOSED USE:	Change of ownership w/ alcohol packaged to go Residence Inn by Marriott	
ADDRESS OF PROPOSED USE:	3900 SHERATON DR	
PROPERTY OWNER'S NAME:	ARC HOSPITALITY PORTFOLIO C/O JENNIFER CLOUGH	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing hotel with **alcohol packaged to go** for hotel guests only and to continue its operation as it is currently. Alcohol can only be sold to individuals staying overnight. No outside storage, sales, or display are authorized with this approval. No signage is authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instructions.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 01/17/2026

APPROVED BY: *Butch Sementelli*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer and 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 February 5, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Radharani Hospitality LLC dba Residence Inn Macon, 3900 Sheraton Dr Macon GA 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This January 29, 2025. Latesha Sallette, Applicant
IPL0214431
Jan 29, Feb 5 2025

ADDED TO THE MARCH 4,
PRE-COMMISSION AGENDA



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	☒ *Malt Packaged to Go	\$800	☒ Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	*Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	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.

Rev.08/2023

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

BUSINESS

Federal Tax ID #: 33-1624299 State Tax ID #: 20301642830
 Business Name: Chevron Food Mart Corporate and Trade Name: Ruhanii1106 LLC
 Local Business Address: 1106 Rocky Creek Rd., Macon, GA 31206
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 1106 Rocky Creek Rd., Macon, GA 31206
Street Address (City State Zip)
 Local Business Phone #: 478-254-7566 Email Address: 92rickserve1106@gmail.com
 Contact Person: Chandubhai Patel Contact Phone #: 478-787-3628

AGENT

Agent's Name: Chandubhai Patel Agent's Title: owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 113 Hunters tree City: Macon State: GA Zip: 31210
 Home Phone #: 478-787-3628 Email: 92rickserve1106@gmail.com
 Mailing Address: 113 Hunters tree City: Macon State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Chandubhai Patel Title: owner
 Home Address: 113 Hunters tree City: Macon State: GA Zip: 31210
 Home Phone #: 478-787-3628 Email: 92rickserve1106@gmail.com
 Mailing Address: 113 Hunters tree City: Macon State: GA Zip: 31210

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Chandubhai Punjabhai Patel		
Home Address:	113 Hunters tree manor apt 31210		
Sex	Race	Date of Birth	Social Security Number
M	Asian		



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



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

C. P. Patel
Signature

12/10/24
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

Rev. 9/2020

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

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

- 1) _____ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.

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

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

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

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

Business Name: Cherxon Food Mart

Printed Name of Applicant: Chandubhai Patel

*Signature of Applicant: C.P. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 27th DAY OF November, 2024.

Chaitali Patel

NOTARY PUBLIC
 04/13/27
 MY COMMISSION EXPIRES





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

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

SAVE Response Details

Case Verification
Number: 0025027191406ZS
Class of Admission (COA)
Code: IR5
Country of Birth: IND - INDIA
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: chandubhai punjabh patel
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 01/27/2025
Initiated By: IHAL0956
Point of Contact
Name: Ian Hall
Point of Contact
Phone Number: (478) 310-2173
Requested
Benefits: Occup. Tax Cert.
Attached
Document: No

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Browser Support](#) [Plug-ins](#) [Site Map](#) [V37.1 ICA](#) [V38 ICA - Draft](#)



U.S. Citizenship
and Immigration
Services

MEASUREMENT FORM

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

APPLICANT: CHANDUBHAI PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1106 ROCKY CREEK RD.

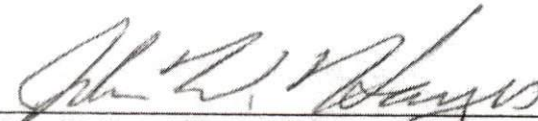
BUSINESS NAME: RUHANI 1106 LLC DBA CHEVRON FOODMART

To Be Completed by County Engineer

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

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

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

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

Date: 11/7/24

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

Chevron Food Mart
 #1106 Rocky Creek Road
 2,900' — SCHOOL GROUND property line
 Bruce Elementary
 3,150' — SCHOOL BUILDING
 Bruce Elementary
 11,300' — COLLEGE CAMPUS property line
 Central Georgia Technical College
 22,450' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 7,250' — PUBLIC LIBRARY or BRANCH building
 Bloomfield Library
 3,450' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Pendleton Homes
 410' — CHURCH (building)
 Heritage at Houston UMC
 325' — CHURCH GROUNDS
 Heritage at Houston UMC
 5,300' — M-B COUNTY RECREATION CENTER property
 Bloomfield - Gilead 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. Hrnowski
 November 6, 2024
 JTH

APPLICATION FOR AFFIDAVIT

DATE: 10/24/24

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: ✓

BEER _____

BEER ✓

WINE _____

WINE ✓

MIXED DRINKS (Liquor) _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: Ruhani 1106 LLC DBA Chevron Foodmart

LOCATION OF BUSINESS: 1106 Rocky Creek Rd, Macon, GA 31201

PERSON APPLYING FOR AFFIDAVIT: Chandubhai Patel

TELEPHONE: 478-787-3628

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

hp881983@gmail.com

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Chevron Food Mart

Business Address: 1106 Rocky creek Rd, Macon, GA 31206

Instructions:

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

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

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

Definitions:

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

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

C. P. Patel
Applicant/Agent Signature

10/24/24
Date



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
147786	606110	Print Legal Ad-IPL02012750 - IPL0201275	Chevron Food Mart	\$46.36	1	29 L

Attention: Chevron Food
Chevron Food Mart Ruhani1106 LLC
1106 ROCKY CREEK Rd
Macon, GA 31206

quickservice1106@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the November 3, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Ruhani1106 LLC/Chevron Food Mart, 1106 Rocky Creek Rd. Macon, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This October 27, 2024. Chandubhai Patel, Applicant
IPL0201275
Oct 27, Nov 3 2024

To Whom It May Concern:

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

2 insertion(s) published on:
10/27/24, 11/03/24

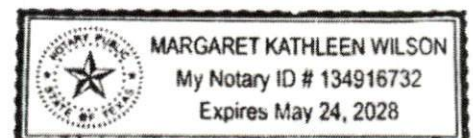
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 4th day of November in the year of 2024

Margaret K. Wilson

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



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



Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2922	PERMIT TYPE: Permitted Use	DATE ISSUED: 11/18/2024
PARCEL NO: P1010563	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Chandubhai Patel ruhani1106 LLC DBA Chevron Foodmart	
PROPOSED USE:	Change of ownership C-store with fuel sales and alcohol PTG	
ADDRESS OF PROPOSED USE:	1106 ROCKY CREEK RD	
PROPERTY OWNER'S NAME:	ROCKY AND HOUSTON LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application ZC-11-0413, and ZC-2020-1293, approval is granted to change the ownership of an existing convenience store with fuel sales and alcohol packaged to go and continue its operation as it is currently. This approval shall also grant interior renovations if necessary. 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. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 11/18/2025

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.

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

Control Number : 24194092

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

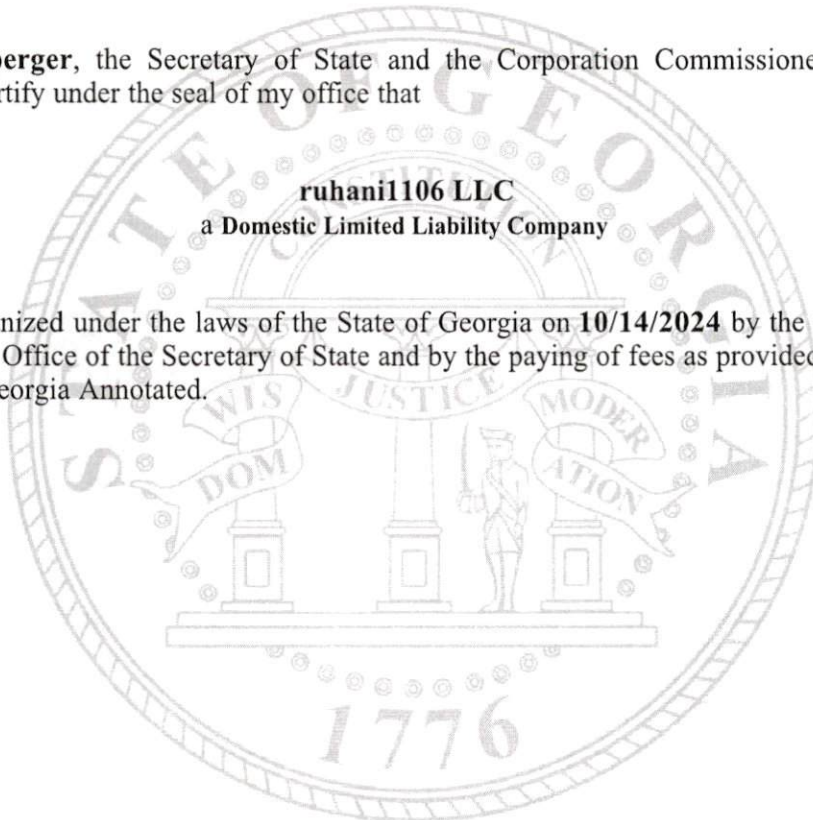
Atlanta, Georgia 30334-1530

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

ruhani1106 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/14/2024** 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 **10/21/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 10/14/2024 1:30:57 PM

BUSINESS INFORMATION

CONTROL NUMBER 24194092
BUSINESS NAME ruhani1106 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 10/14/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 1106 Rocky Creek Rd, Macon, GA, 31206, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Chandubhai Patel	1106 Rocky Creek Rd, Macon, GA, 31206, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Chandubhai Patel	ORGANIZER	1106 Rocky Creek Rd, Macon, GA, 31206, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Chandubhai Patel
AUTHORIZER TITLE Organizer



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	ruhani1106 LLC	Control Number:	24194092
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Retail Trade	NAICS Sub Code:	Gasoline Stations with Convenience Stores
Principal Office Address:	1106 Rocky Creek Rd, Macon, GA, 31206, USA	Date of Formation / Registration Date:	10/14/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Chandubhai Patel**
Physical Address: **1106 Rocky Creek Rd, Macon, GA, 31206, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: Chevron Foodmart Name of Corporation: Ruhani LLC

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

Individual:

Name and Title: Chandubhai Patel Telephone Number: 478-787-3628

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

Residential Street Address: 113 Hunters tree, Macon, GA 31210

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

Mailing Address: 113 Hunters tree, Macon, GA 31210
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Chandubhai Patel Last Name: Patel
Home Address: 113 Hunters tree City: Macon State: GA Zip: 31210
Home Phone #: 478-787-3628 Email: gzuickserve1106@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 113 Hunters tree City: Macon State: GA Zip: 31210

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

C.P. Patel
Applicant's Signature

12/10/24
Date

I hereby certify that Chandubhai 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 CHANDUBHAI PATEL day of December, 2024.



04/12/2027
My Commission Expires



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

CHANDUBHAI PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-10-24

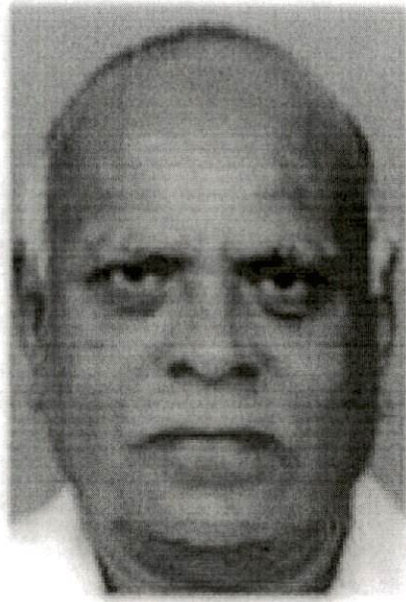
Serial No.

cert_4sy82gzw





Chandubhai Patel



AH001503

ALCOHOL HANDLER

EXP: 12/31/2025

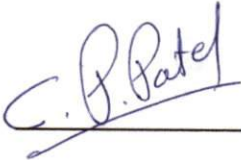
COMMERCIAL LEASE AGREEMENT

This lease is made this 1st day of November 2024 by and between **ROCKY AND HOUSTON LLC** (hereinafter "landlord") and **Ruhani1106 LLC**. (hereinafter "Tenant"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

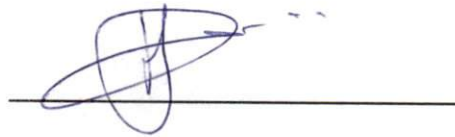
1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises: Chevron Food Mart, 1106 Rocky Creek Rd, Macon, GA.
2. The term of the lease shall be for 7 years, commencing on January 1st, 2025 and ending on May 30th, 2028.
3. The Tenant shall pay to Landlord as rent \$132,000 per year in equal monthly installment of \$11,000 per month.
4. This lease is subject to all present or future mortgages affecting the premises.
5. Tenant shall use and occupy the premises only as a convenient store subject at all times to the approval of the Landlord.
6. The Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord.
7. The Landlord, at his own expense, shall furnish the following utilities or amenities for the benefit of the tenant: N/A
8. The Tenant shall purchase at his own expense public liability insurance in the amount of \$500000 as well as fire and hazard insurance in the amount of \$500000 for the premises and shall provide satisfactory evidence thereof to the landlord and shall continue same in force and effect throughout the lease term hereof
9. The tenant shall not permit or commit waste to the premises.

10. The tenant shall comply with all rules, regulation, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.
11. The tenant shall not permit or engage in any activity that will effect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Tenant permit or commit any nuisance thereon.
12. The Tenant shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld.
13. At the end of the term of this Lease, The tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvement, if any) as presently exists, reasonable wear and tear excluded.
14. Upon default in any term or condition of this Lease, the Landlord shall have the right to undertake any or all other remedies permitted by Law.
15. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this 1st day of November 2024

A handwritten signature in blue ink, appearing to read 'C. B. Patel', written over a horizontal line.

Chandubhai Patel (Chevron Foodmart)

A handwritten signature in blue ink, consisting of a stylized circular or oval shape with a vertical line through it, written over a horizontal line.

Hiren Patel (ROCKY AND HOUSTON LLC)

Agent Certification

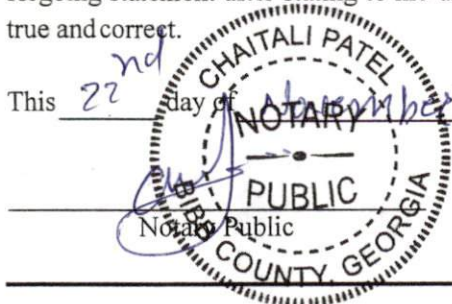
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct 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: C.P. Patel Date: 11/22/2024

Business Name: Chewron Food Mart

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

This 22nd day of November, 2024.



04/12/2027
My Commission Expires

Ownership/Individual Certification

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

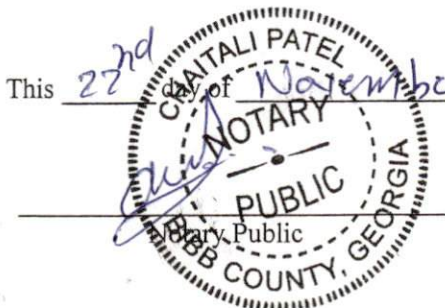
Individual/Owner's Signature: C.P. Patel Date: 04/12/27
(If different from Agent)

Title: Owner

Business Name: Chewron Food Mart

I hereby certify that Chandubhai 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 22nd day of November, 2024.



04/12/27
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Chevron Food Mart

Business Address: 1106 Rocky Creek Rd. Macon, GA 31206

Instructions:

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

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

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

Definitions:

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

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

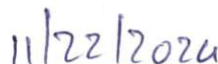
☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

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

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



Applicant/Agent Signature



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: Cherxon Food Mart

Business Address: 1106 Rocky Creek Rd. 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] #1210
Code Enforcement Department Designee

12/10/2024
Date

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

[Signature]
Applicant/Agent Signature

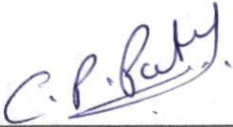
12/10/2024
Date

Applicant Privacy Rights Notification Signature Form

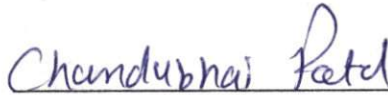
Applicant Notification and Record Challenge:

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

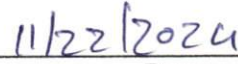
Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature



Print Name



Date



Alcohol License Questionnaire

Name of Business: Cherxon Food Mart
 Owner's Name: Chandubhai Patel
 Address: 1106 Rocky Creek Rd
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
Father - Son

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

Chandubhai Patel
 Print Name

11/22/24
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: Ruhani 1106 LLC

Business Address: 1106 Rocky Creek Rd, Macon, GA 31206

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

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

[Signature]

Applicant/Agent Signature

12/10/24

Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Chandubhai Patel
2. Name of the subject of this Certificate, if different from the applicant:
Ruhanii LLC
3. Benefit or privilege for which the applicant is applying (mark one):

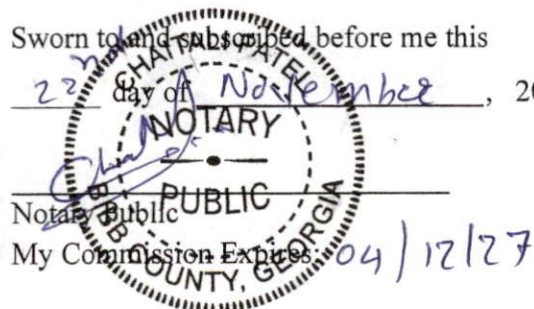
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property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

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

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

Chandubhai Patel
Print and Sign Name

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



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Airen Patel
2. Name of the subject of this Certificate, if different from the applicant:
Rocky and Houston LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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


Airen Patel
 Print and Sign Name

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


 Notary Public
 My Commission Expires 12/27



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

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Chandubhai Patel – Fingerprints Completed 1.30.25

Business Name: Ruhani1106 LLC DBA Chevron Food Mart

Business Address: 1106 Rocky Creek Rd, Macon, GA 31206

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		2/10/2025
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	_____ Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 2/24/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MARCH 4, 2025
PRE-COMMISSION AGENDA



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 33-21648671 State Tax ID#: _____
 Business Name: Triple Play Hospitality LLC Corporate and Trade Name: Quill at the Woodward
 Local Business Address: 350 2ND Street, Macon, GA 31201
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 350 2ND Street, Macon, GA 31201
Street Address (City State Zip)
 Local Business Phone #: 478-361-4055 Email Address: diamondcrestcompaniesllc@gmail.com
 Contact Person: Kurt MacDonald Contact Phone #: 407-590-0254

AGENT

Agent's Name: Mateo Domingo Agent's Title: authorized member
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 350 Second St. City: Macon State: GA Zip: 31201
mdomingo3900@yahoo.com
 Home Phone #: (321) 320-5546 Email: diamondcrestwayv@gmail.com
 Mailing Address: 350 Second Street City: Macon State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Kurt MacDonald Title: Owner
 Home Address: 3501 Legacy Hills Ct City: Longwood State: FL Zip: 32779
 Home Phone #: (407) 590-0254 Email: diamondcrestcompaniesllc@gmail.com
 Mailing Address: 3501 Legacy Hills Ct City: Longwood State: FL Zip: 32779

Rev. 12/24

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>KURT DAVID MACDONALD</u>			
Home Address: <u>3501 LEGACY HILLS CT Longwood FL 32779</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>W</u>		

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

[Signature]
 Signature

1/14/25
 Date

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

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

Purpose Code used: (check one)

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

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

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

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

 Agency Designee Signature and Title

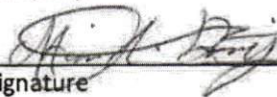
 Date

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Mateo Amilcar Domingo Domingo</u>			
Home Address: <u>350 2nd St Macon, GA 31201</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>Latino</u>		

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


 Signature

1/14/25
 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
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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: Trade Play Hospitality LLC

Printed Name of Applicant: Kurt MacDonald

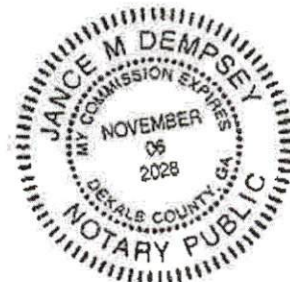
*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29th DAY OF December, 2024.

Janece M. Dempsey
 NOTARY PUBLIC

NOV. 6, 2028
 MY COMMISSION EXPIRES



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

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

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

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

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

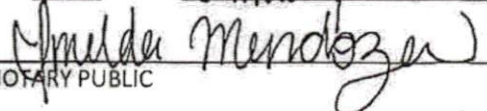
Business Name: Triple Play Hospitality LLC

Printed Name of Applicant: Mateo Domingo

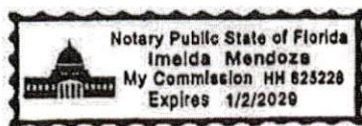
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12 DAY OF January, 2025


NOTARY PUBLIC

1/2/2029
MY COMMISSION EXPIRES



Rev. 7/2021



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

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

SAVE Response Details

Case Verification
Number: 0025015184816VS
Class of Admission (COA)
Code: AS6
Country of Birth: GTM - GUATEMALA
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: mateo a domingo domingo
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 01/15/2025
Initiated By: IHAL0956
Point of Contact
Name: Ian Hall
Point of Contact
Phone Number: (478) 310-2173
Requested
Benefits: Occup. Tax Cert.
Attached
Document: No



RECEIPT		DATE <u>1/8/2025</u>	No. <u>164086</u>
RECEIVED FROM <u>KURT McDONALD</u>		\$ <u>150.00</u>	
<u>ONE HUNDRED FIFTY AND 00/100</u>		DOLLARS	
☐ FOR RENT		<u>ALCOHOL</u>	
☒ FOR		<u>APPLICANT FOR TRIPLE PLAY HOSPITALITY</u>	
ACCOUNT		☐ CASH	<u>LLC DBA</u>
PAYMENT	<u>150.00</u>	☐ CHECK	<u>MOA</u>
BAL. DUE		☒ MONEY ORDER	<u>[REDACTED]</u>
		☐ CREDIT CARD	
		BY <u>[Signature]</u>	

3-11

Job Details

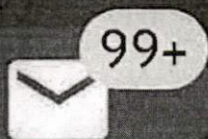
Order Number: **IPL0210876**
Classification: Beverage Notice
Package: MAC - Legal Ads 1x Per Week
2 Weeks
Order Cost: \$65.00
Payment Type: Visa

Account Details

Kurt Macdonald
3501 legacy hills court
Longwood, FL 32779

[REDACTED]
Diamondcrestcompaniesllc@gmail.com

Credit Card - [REDACTED]



GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Liquor Beer 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 January 13, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Triple Play Hospitality dba Quill , 350 Second St Macon . The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This January 3, 2025. Kurt MacDonald
, Applicant
IPL0210876
Jan 11,18 2025



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Triple Play Hospitality LLC	Control Number:	25002480
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Real Estate and Rental and Leasing	NAICS Sub Code:	Other Activities Related to Real Estate
Principal Office Address:	350 Second St, Macon, GA, 31201, USA	Date of Formation / Registration Date:	12/30/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Kurt MacDonald**
Physical Address: **350 second st, Macon, GA, 31201, USA**
County: **Bibb**

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

Control Number : 25002480

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

Triple Play Hospitality LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/30/2024** 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 **01/06/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 12/30/2024 10:33:22 PM

BUSINESS INFORMATION

CONTROL NUMBER 25002480
BUSINESS NAME Triple Play Hospitality LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 12/30/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 350 Second St, Macon, GA, 31201, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Kurt MacDonald	350 second st, Macon, GA, 31201, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Kurt MacDonald	ORGANIZER	350 second st, Macon, GA, 31201, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Kurt MacDonald
AUTHORIZER TITLE Organizer

Ownership Disclosure Form

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

Business:

Trade Name: Woodward/Duill Name of Corporation: Triple Play Hospitality LLC

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

Individual:

Name and Title: Kurt M. Duill MGR Telephone Number: 407-590-0254

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

Residential Street Address: 3501 Legacy Hills Ct, Longwood, FL 32779
P.O. Box Not Allowed (City State Zip)

Mailing Address: 3501 Legacy Hills Ct, Longwood, FL 32779
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Kurt Last Name: McDonald
Home Address: 3501 Legions Hills Ct City: Longwood State: FL Zip: 32779
Home Phone #: 407-590-0254 Email: diamondcristina@allstate.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 3501 Legions Hills Ct City: Longwood State: FL Zip: 32779

- 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.

[Signature]
Applicant's Signature

12/29/24
Date

I hereby certify that Kurt McDonald 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 29th day of Dec., 2024.

[Signature]
Notary Public



Nov. 4, 2028
My Commission Expires

Rev. 06/24



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

KURT MCDONALD

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-01-14

Serial No.

cert_bhdg4bxs





Kurt MacDonald



AH001491

ALCOHOL HANDLER

EXP: 12/31/2025



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Mateo Last Name: Domingo
Home Address: 350 2nd St City: Macon State: GA Zip: 31201
Home Phone #: (321) 320-5566 Email: mdomingo34@yahoo.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 350 2nd St City: Macon State: GA Zip: 31201

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

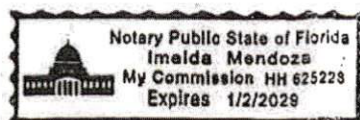
[Signature] 01/12/25
Applicant's Signature Date

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

This 12 day of January, 2025

[Signature]
NOTARY PUBLIC

1/2/2029
MY COMMISSION EXPIRES



Rev. 7/2021



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

MATEO A DOMINGO DOMINGO

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-01-14

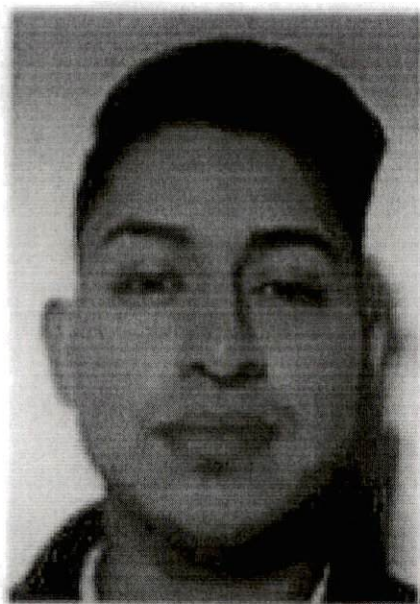
Serial No.

cert_vmsyf32n





Mateo Domingo



AH001492

ALCOHOL HANDLER

EXP: 12/31/2025



**COLDWELL BANKER
COMMERCIAL**
EBERHARDT & BARRY

EBERHARDT & BARRY, INC.

COMMERCIAL REALTORS

990 Riverside Drive

Post Office Box 6313

Macon, Georgia 31208

(478) 746-8171 – FAX (478) 746-1362

PURCHASE AND SALE AGREEMENT

Eberhardt & Barry, Inc. License Number H-1118

Stephanie Folsom License Number 209962

12/21/2024

THIS AGREEMENT made and entered into the day of _____ between
350 Second, LLC (hereinafter described as Seller) and **Kurt MacDonald and or assigns**
(hereinafter described as Purchaser);

WITNESSETH:

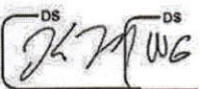
All that tract or parcel of land being in the City of Macon, Bibb County, Georgia being described in a Deed of Record in Deed Book 10308, Page 357, and Plat Book 94, Page 449 Clerk's office, Bibb Superior Court and having the address of 350 Second Street according to the present system of numbering streets and buildings in Macon, Bibb County Georgia. See attached Exhibit "A" the legal description and plat of property made a part of this Exclusive Purchase and Sale Agreement by reference.

1. **PURCHASE PRICE AND METHOD OF PAYMENT:** The purchase price that the Purchaser agrees to pay and Seller agrees to accept is One Million Eighty Hundred and Sixty Thousand Dollars (\$1,860,000.00) payable in full or as otherwise agreed to in cash or certified funds, on delivery of the deed.
2. **EARNEST MONEY:** Purchaser has paid to the undersigned Broker, Coldwell Banker Commercial Eberhardt & Barry, Fifty Thousand Dollars (\$50,000.00) receipt of which is hereby acknowledged by Broker as earnest money, which earnest money is to be deposited in Broker's Escrow Account within three business days of acceptance of this contract by all parties to same, and is to be applied as part payment of purchase price of said property at the time the sale is consummated. All parties to this agreement agree that Holder may, at Holder's option, deposit the earnest money in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit.
3. **WARRANTY OF TITLE:** Seller represents that Seller presently has good and marketable, fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable, fee simple title to the Property to Purchaser by limited warranty deed, without any restrictions or exceptions except as set forth within Special Stipulations herein.
4. **TITLE EXAMINATION:** Purchaser shall move promptly and in good faith after acceptance of this Agreement to examine title to the Property and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser or Purchaser shall waive such objections and proceed to closing.
5. **WARRANTIES:** Seller represents that to the best of Seller's knowledge: (A) there are no existing or proposed governmental orders or condemnation proceeding affecting the Property and Seller has received no notice of any such order or proceedings; (B) the Property has never been used for the use,

DS DS
[Signature]

discharge, or storage of any hazardous material or any landfill for garbage or refuse; (C) the Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or government unit.

6. **INSPECTIONS:** Commencing on the date of this Agreement, and subject to the rights of the tenants, if any, Purchaser, Purchaser's agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon the Property, to enter the Property, for the purpose of making surveys, inspections, soil tests and other investigations of the Property, including but not limited to, the physical condition of any improvements and mechanical and electrical systems. Purchaser shall and does hereby agree to indemnify, defend and hold Seller and Brokers harmless from any loss or damage suffered by Seller, Brokers or others as a result of the exercise by Purchaser of the rights herein granted, including any damage resulting from the negligence of Purchaser or Purchaser's agents. This indemnity shall survive the rescission, cancellations, termination or consummation of this Agreement.
 7. **CONDITION OF PROPERTY:** Seller warrants that when this transaction is consummated the improvements on the property will be in the same condition as they are on the date of this contract, natural wear and tear excepted, and Seller specifically assumes the risk of loss or damage to said property until the consummation of the transaction. Should the premises be destroyed or damaged before this contract is consummated, then, at the election of the Purchaser: (A) the contract may be canceled; or (B) Purchaser may consummate the contract and receive such insurance is paid on the claim of loss. This election is to be exercised by the Purchaser within ten (10) days after the amount of Seller's damage is determined and Purchaser has been notified of such amount.
 8. **AGENCY DISCLOSURE:** Seller and Purchaser acknowledge that Broker has acted as Dual Agency in the negotiations of said Purchaser and Sale Agreement and in doing so both Seller and Purchaser acknowledge the following: In serving as a dual agent, the broker represents both parties whose interests are or at times could be different or even adverse. Dual Agency will disclose to all parties in the transaction all adverse material facts relevant to the transaction that Broker actually knows. An exception applies to any information made confidential by request or instructions from another client and which is not allowed or required to be disclosed by law in Georgia. Broker shall disclose in a timely manner to each client in a real estate transaction, the nature of any material relationship the Broker and the Broker's affiliated licensees have with other clients in the transaction. Seller and Purchaser is not required to consent to dual agency but has consented to Dual Agency by execution of said Purchase and Sale Agreement.
 9. **REAL ESTATE COMMISSION:** In negotiating this Agreement, Broker and Co-Broker (collectively "Brokers") have rendered a valuable service for which Brokers shall be paid a Commission at closing by Seller equal to Six percent (6 %) of the Purchaser Price as follows:
100% to Coldwell Banker Commercial Eberhardt & Barry, Inc.
- Said Brokerage Fee agreement shall vest a third party interest in this Agreement to the above noted Real Estate Broker(s) and no changes or modifications to this contract shall be made without the written approval of all three parties.
10. **DEFAULT; REMEDIES:** In the event the sale is not closed because of Seller's inability, failure or refusal to perform any of Seller's obligations herein, the Seller shall pay the full Commission to Brokers immediately, and Broker shall return the Earnest Money to Purchaser, which shall not constitute a waiver of any other right or remedy Purchaser may have against Seller. Purchaser agrees that if the sale is not closed because of Purchaser's inability, failure or refusal to perform any of Purchaser's obligations herein, Purchaser shall forthwith pay Brokers the full commission immediately, provided that Brokers may first apply up to one-half (1/2) of the Earnest Money toward payment of the Commission and shall pay the balance thereof to Seller as liquidated damages of Seller, if Seller claims such balance as Seller's liquidated damages in full settlement of any claim for damages against Purchaser, whereupon Brokers

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shall be released from any and all liability for return of Earnest Money to Purchaser. In such event, Broker shall be entitled to apply one-half (1/2) of the Earnest Money against Broker's Commission, notwithstanding the fact that Seller may not claim or be entitled to the balance of the Earnest Money as liquidated damages, and Purchaser shall remain liable to Brokers for the balance of the full Commission. If Seller claims one-half (1/2) of the Earnest Money as liquidated damages, such sum shall be Seller's sole and exclusive remedy for such default and no action for specific performance shall thereafter be available against Purchaser.

11. **CLOSING COSTS:** All property taxes, insurance, rents and mortgage interest, if applicable, shall be prorated as of the date of the closing. Security Deposits if any shall be credited to the Purchaser at closing.

Seller shall pay the fees and expenses of Seller's legal counsel if any, State of Georgia property transfer tax, any cost to pay off existing loans, and commissions as outlined in paragraph nine of this Purchase and Sale Agreement.

Purchaser shall be liable for and shall pay at closing all other closing costs, including without limitation, any recording fees, title search fees, title insurance premiums, appraisals, survey expenses, environmental inspections and Purchaser's legal fees pay the Georgia intangible taxes.

12. **CLOSING DATE:** Consummation and closing of this contract shall be on or before 30 days from the expiration date of the due diligence period. If the 30th day falls on a weekend or bank holiday the closing shall occur the next business day.

Possession of the property shall be granted at closing, unless otherwise specified herein.

13. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties, and no representation, warranties, or promises, verbal or written, unless contained herein, shall be binding upon any party to this contract. It is agreed that whenever a party or parties to this contract is mentioned, it shall include said party, it's heirs, administrators, successors or assigns. Time is of the essence of this contract. This Agreement shall be construed under the laws of the State of Georgia.

14. **SPECIAL STIPULATIONS:**

The attached Special Stipulation shall, if conflicting with the foregoing, control:

- **Due Diligence:** Purchaser shall have 14 days from the date of a fully executed Purchase and Sale Agreement as a due diligence period. Purchaser may terminate this agreement at any time during the 14 day due diligence period by presenting Seller's Agent with a written termination letter at which time the earnest money will be fully refunded to Purchaser. The notice letter must be emailed to: stephanie@cbcgeorgia.com

Seller shall provide Purchaser 2023 and 2024 (January – November) bank statements for the Woodward Hotel and Quil within 3 business days from a fully executed Purchase and Sale Agreement.

- **Closing Attorney:**
Lisenby & Associates
Blake Lisenby
770 Walnut Street Macon, GA 31201
478-254-5752
blakelisenby@lisenbylaw.com

DS DS
[Signature]

- **Contact Information:**

Seller:

Address: PO Box 779 Macon 31202
Email: wes@moonhangergroup.com
Phone Number: 478-318-7680

Purchaser:

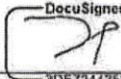
Address: 3501 Legacy Hills Court Longwood FL 32779
Email: diamondcrestgroupinc@gmail.com
Phone Number: 407-590-0254

- **FF&E:** All existing furniture, fixtures and equipment "FF&E" and all inventory including alcohol that is currently located in the subject property (this shall include the outdoor patios) shall be transferred to the Purchaser upon closing at no additional cost with a bill of sale provided by the Seller at closing.
- **Woodward Hotel and Quill:** The sale of this property includes the name rights to continue using the name Woodward Hotel and Quill as well as the domain website that is currently being used by Seller.
- **Consultation:** As a part of this Purchase and Sale Agreement, the Seller agrees to remain as a consultant that is readily available during business hours by phone and or email to the Purchaser for the business operations of the subject property for thirty days following the closing date of the Purchase and Sale Agreement. This stipulation shall survive said closing for thirty 30 days.
- **Parking Lease:** The Seller, as the controlling entity for Mulberry Street Parking, LLC agrees to lease nine (9) parking spaces at 525 Mulberry Street garage for five hundred dollars a (\$500.00) month for 3 years. Said lease agreement shall have three options to renew for three years each. The monthly rent for each option shall increase by ten percent (10%) therefore option one's rent shall be five hundred and fifty dollars (\$550.00) a month and option two the monthly rent shall be Six Hundred and Five Dollars (\$650.00). The Seller and Purchaser agree to execute a lease agreement with mutually acceptable terms at closing.
- **Transfer of Utilities:** Purchaser agrees to have all utilities transferred into Purchaser's name the day of closing.
- **362-378 Second Street:** Should Purchaser or any entity that Purchaser is a member of purchase 362-378 Second Street from Seller, Seller agrees to pay Coldwell Banker Commercial Eberhardt & Barry, Inc a commission equal to six percent of the gross purchase price due at closing. This stipulation shall survive closing.
- **Tax Deferred Exchange (1031):** Seller shall cooperate with Purchaser to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Purchaser, provided however that Seller shall not incur any cost, expense, risk or potential liability whatsoever on account thereof. Purchaser shall cooperate with Seller to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Seller; provided however, that Purchaser shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof.

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JH MWG

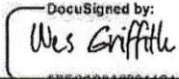
AGREED AND ACKNOWLEDGED BY:

PURCHASER:

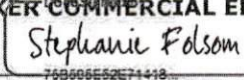
By:  3DE724425FEE4DA
Name: Kurt MacDonald
Title: P
Date: 12/21/2024

AGREED AND ACKNOWLEDGED BY:

SELLER:

By:  3EF00C9A22014C1...
Name: Wes Griffith
Title: Owner
Date: 12/21/2024

COLDWELL BANKER COMMERCIAL EBERHARDT & BARRY, INC

By:  758606E52E71418
Name: Stephanie Folsom
Date: 12/21/2024

DS
[Signature]
DS

EXHIBIT A

Doc ID: 014519380003 Type: GLR
Recorded: 03/19/2019 at 03:33:00 PM
Fee Amt: \$212.00 Page 1 of 3
Transfer Tax: \$200.00
Bibb County Superior Court
Erica Woodford Clerk
BK **10308** PG **357-359**

Record and Return to:
Joshua T. Hale
Lighthouse Law Firm, LLC
3646 Vineville Avenue
Macon, Georgia 31204

LLF File No. M0003.00197

LIMITED WARRANTY DEED

GEORGIA, BIBB COUNTY:

THIS INDENTURE is made as of this the 14th day of March, 2019, between **GRIFFITH DOWNTOWN INVESTMENTS, LLC**, a Georgia limited liability company, registered to do business in the State of Georgia (hereinafter referred to as "Grantor"), and **350 SECOND, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property (the "Property"):

All that tract or parcel of land situate, lying and being in the City of Macon, Bibb County, Georgia being more particularly known and designated as that commercial building known as 350 Second Street, Macon, Georgia, which consists of a lot which fronts 32 feet on Second Street and extends back along Mulberry Lane an even width a distance of 93 feet 9 inches and being a part of Lot 4, Square 22 of the City of Macon.

Deed references: Deed Book 7777, Page 230, and Deed Book 2034, Page 350.

This Property is known as **350 Second Street, Macon, Bibb County, Georgia.**
Tax Map # R073-0251.

This is the same property as that conveyed from Eagle FL III SPE, LLC to Griffith Downtown Investments, LLC by Limited Warranty Deed dated July 30, 2015, and filed for record in Deed Book 9510, Page 12, in the Clerk's Office, Superior Court of Bibb County, Georgia.

TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the above-described property, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Property, together with any strips or gores relating to the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in **FEE SIMPLE**.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor.

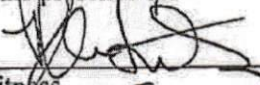
EXECUTED under seal as of the date above.

GRANTOR:

GRIFFITH DOWNTOWN INVESTMENTS, LLC
 a Georgia limited liability company

By: 
 Wesley Griffith, Manager

Signed, sealed and delivered
 in the presence of:


 Witness


 Notary Public
 My Commission Expires: 6/2/19



[AFFIX NOTARY PUBLIC SEAL HERE]

Page 2 of 2

PT-61 (Rev. 2/18)

To be filed in **BIBB COUNTY**

PT-61 011-2019-001185

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Griffith Downtown Investments, LLC				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 543 Cherry Street				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$200,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Macon, GA 31201 USA		DATE OF SALE 3/14/2019		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME 350 Second, LLC				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 555 Poplar Street				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$200,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Macon, GA 31201 USA		Check Buyers Intended Use () Residential (x) Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$200.00
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 350		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Second Street			SUITE NUMBER
COUNTY BIBB		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER R073-0251	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE 3-19-19	DEED BOOK 10308	DEED PAGE 357	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS
None

2/3

Type: GEORGIA STANDARD PLATS
Recorded: 2/21/2019 11:23:30 AM
Fee Amt. \$8.00 Page 1 of 1
Bibb County Superior Court
Erica Woodford Clerk
Participant ID 7806432142
BK 94 PG 449

RESERVED FOR CLERK OF SUPERIOR COURT

Traffic Engineering Department certification: A signed certification of approval from the Macon-Bibb County Traffic Engineering Department shall be placed on the final plat as follows:
"Approved by the Macon-Bibb County Traffic Engineering Department."
Date: Feb 19, 2019
Macon-Bibb Traffic Engineer
Designer:

(a) "Approved by Macon-Bibb County Fire Department"
(b) "Approval subject to the installation of proper water mains and fire hydrants-Macon-Bibb County Fire Department"
(c) "Approved-Limited water supply-No fire hydrants within 500 feet-in County only."
Date: Feb 20, 2019
Macon-Bibb Fire Prevention Designer:

(a) "Approval of this plat by the Macon-Bibb County Health Department is solely for the purpose of permitting it to be recorded in the Macon-Bibb County Superior Court. Said approval does not imply nor is it intended to grant permission to any person to construct any building or to install a sewage disposal system or water supply system on property covered by this plat."
(b) The Macon-Bibb County Health Department approval relates to general subdivision and is not intended to constitute approval required for even lot prior to construction.
(c) Restricted to public sewers and public water supply.
(d) Approved by Macon-Bibb County Health Department."
Date: Feb 20, 2019
Macon-Bibb Health Department
Designer:

I certify that the final plat complies with the zoning requirements of the Macon-Bibb County Engineering Department. The Macon-Bibb County of Bibb does not, by this approval, accept the dedication, if any, of drainage easements and assumes no responsibility for their maintenance.
Date: Feb 18, 2019
Macon-Bibb Engineering
Designer:

Final Plat approval:
I certify that all the requirements for Final Approval of this Plat have been fulfilled in accordance with the Comprehensive Land Development Regulation of Macon-Bibb County Planning and Zoning Commission.
Date: Feb 20, 2019
Executive Director or Zoning Enforcement Officer:

I certify that the specifications of the water and/or sewer lines meet the minimum requirements of the Macon Water Authority and that the installation meets with such specifications (and proper financial arrangements have been made to insure installation according to said specifications); therefore, the final plat is approved by the Authority.
Date: Feb 18, 2019
Executive Director or Field Operations Director:
Mr. A. Brantley

"The undersigned certifies that he is the owner of the land shown on this plat and acknowledges this plat and statement to be his free act and deed and dedicates to public use forever all areas shown or indicated on this plat as streets, alleys, easements, or parks. I am understood that said dedication does not imply acceptance by the applicable governing body for maintenance of any streets, alleys, easements, or parks, and that appropriate petitions must be made to and approved by the applicable governing body for public maintenance."
Date: Feb 18, 2019
Owner:
Agent:

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft

SURVEYOR'S CERTIFICATION
(1) As required by Subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be continued with the appropriate governmental bodies by any purchaser or user of this plat as to extended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
Richard C. Strangor RLS 3067
01/30/19 DATE

The following has approved this plat:
Macon-Bibb County Planning & Zoning Commission
Feb 20, 2019 DATE

SURVEYOR'S NOTES:
1. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
2. This drawing was created electronically. This media should not be considered a certified document unless it has been properly sealed and originally signed by a Registered Land Surveyor of SLS, Inc.
3. SLS, Inc. and the Land Surveyor who prepared this survey do not guarantee that all easements which may affect this property are shown hereon.
4. Iron pins set have a yellow cap with "PLS 3067" engraved.
5. All measurements on iron pins are measured to the outside diameter.
6. Last day of field survey was 01/24/2019.
7. The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.
8. This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (O.C.G.A.) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

CERTIFICATION
The field data upon which this map or plat is based has a closure precision of one foot in 73,500 feet and an angular error of 3" per angle point, and the traverse was adjusted using the COMPASS RULE.
The linear and angular measurements shown on this plat were obtained by using a TOPCON DS-JA SERIES TOTAL STATION.
The parcel shown hereon has been calculated for closure and has been found to be accurate to a minimum of 1 foot in 100,000 feet.

Top Map Reference: R073-0253
Property Address: 362 Second St
Macon, GA 31201

LEGEND
BOUNDARY - R/W LINE
FIGURE OF BEGINNING
FIGURE OF REFERENCE
IRON PIN
IRON PIN HOLE
IRON PIN FOUND (45' SHOWN)
IRON PIN SET (45' SHOWN)
SURVEY FOR
GRIFFITH DOWNTOWN INVESTMENTS, LLC
DIVISION SURVEY
PART OF LOT 4, SQUARE 21, OLD CITY, MACON, BIBB COUNTY, GEORGIA
SLS
STRANGE LAND SURVEYING, INC.
PROFESSIONAL SURVEYING SERVICES
GA RLS #5867
1333 NORTHEAST DR, STE. F
MACON, GA 31210
PHONE (478) 474-4433

DEEDS:
PLATS:
01/18/2008 03/19/08
01/18/2019 01/23/20
06/15/20 07/27/20
06/15/20 12/10/20
7801/198

PROJECT NO.: 2019-1617
DRAWING NO.: 1
SHEET NO. 1 of 1
DATE: 01/30/2019
SCALE: 1"=20'

OPERATING AGREEMENT

OF

TRIPLE PLAY HOSPITALITY LLC
(A Georgia Limited Liability Company)
Dated December 30, 2024

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE GEORGIA UNIFORM SECURITIES ACT OF 2008, OR SIMILAR LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED IN THIS OPERATING AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE LIMITED LIABILITY COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING THE MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT, THE MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

**OPERATING AGREEMENT
OF
TRIPLE PLAY HOSPITALITY LLC**

THIS OPERATING AGREEMENT (the "Agreement") is made as of this 30th day of December 2024, by and among TRIPLE PLAY HOSPITALITY LLC (the "Company") and KURT MACDONALD (the "Member").

WHEREAS, the Member desires to form a sole member, limited liability company pursuant to the Georgia Limited Liability Company Act (the "Act"); and,

WHEREAS, the Member desires to set forth its respective rights, duties, and responsibilities with respect to such limited liability company;

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be and being legally bound, the Company and the Member do hereby agree as follows:

**ARTICLE I
NAME OF COMPANY**

The name of the Company shall be Triple Play Hospitality LLC.

**ARTICLE II
PRINCIPAL OFFICE, REGISTERED OFFICE, AND REGISTERED AGENT**

The initial principal place of business of the Company in Georgia is 350 Second Street, Macon, Georgia, 31201, USA. The Company shall have such additional offices as the Member may designate from time to time.

The Company's initial registered agent is Kurt Macdonald, and the Company's initial registered office is 350 Second Street, Macon, Georgia, 31201, USA. The registered agent and the registered office may be changed from time to time by designation of the Member.

**ARTICLE III
NAME AND ADDRESS OF THE MEMBER**

The name and address of the Member is as follows:

Kurt MacDonald
3501 Legacy Hills Ct
Longwood, Florida 32779

**ARTICLE IV
TERM**

The term of the Company shall commence upon the filing of Articles of Organization with the Secretary of State of Georgia and shall continue until the first to occur of the following:

- (a) the election of the Member to dissolve the Company;
- (b) the sale by the Company of all of its assets, and the collection of all amounts derived from such sale, including all amounts payable to the Company under any promissory notes or other evidence of indebtedness derived by the Company from such sale; or,
- (c) the death, withdrawal, removal, bankruptcy, insolvency or incompetency of the Member, or the occurrence of any other event which dissolves the Company pursuant to any provision of the Act.

**ARTICLE V
PURPOSE**

The Company has been organized for the purpose of (a) operating a business and related services; and, (b) to do any other lawful act permitted of the Company under the Act. Nothing contained in this Agreement shall be deemed or construed as authorizing or permitting or purporting to authorize or permit, the Company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Georgia law, lawfully carry on, exercise, or do.

**ARTICLE VI
CAPITAL; PERCENTAGE INTERESTS**

Section 1: Initial Capital; Percentage Interests. The initial capital contribution of the Member is One Dollar (\$1.00), and it shall own a one hundred percent (100%) interest in the Company (its "Percentage Interest").

Section 2: Additional Capital. The Member shall determine whether the Company requires additional capital in order to carry on its business, and shall have the option at any time to infuse such capital into the Company.

Section 3: No Third Party Beneficiaries. The obligation of the Member to contribute capital is solely for the benefit of the Company, and no third party shall have the right to enforce such obligation.

Section 4: Capital Accounts. A capital account shall be maintained for the Member in accordance with applicable Internal Revenue Service Regulations.

**ARTICLE VII
ALLOCATIONS OF PROFITS AND LOSSES**

All allocations of profits and losses for tax purposes shall be made one hundred percent (100%) to the Member.

**ARTICLE VIII
DISTRIBUTIONS**

All distributions of cash or other property shall be made at the discretion of the Member, considering the capital needs of the Company. No distribution shall be made if prohibited by the solvency tests of O.C.G.A. § 14-11-407.

**ARTICLE IX
MANAGEMENT**

The business and affairs of the Company shall be managed by the Member, who shall have the sole power and authority to take action for and on behalf of the Company, and in its name, to carry out the purposes for which the Company was organized, it being expressly understood that, except as hereinafter provided, the actions of such Member shall in all events bind the Company.

**ARTICLE X
LIABILITY; INDEMNIFICATION**

The Member shall have no liability to the Company by virtue of any action taken by the Member in good faith and shall have liability only for acts of bad faith, gross negligence, or willful misconduct. The Company hereby covenants and agrees to indemnify and hold harmless the Member from any and all liability incurred by it in connection with the carrying out of its duties hereunder; provided that such Member shall not have acted in bad faith, have been grossly negligent, or have committed an act of willful misconduct; and provided further that any indemnity hereunder shall be provided out of and only to the extent of Company assets (excluding the obligation of the Member to contribute additional capital) and undistributed income therefrom.

**ARTICLE XI
TRANSFERABILITY OF INTERESTS**

The Member may transfer, assign, pledge, or otherwise dispose of or encumber all or any portion of its interest in the Company. Any permitted transferee of a membership interest in the Company must accept and agree in writing to be bound by all the terms and provisions of this Agreement and all amendments thereof.

**ARTICLE XII
ADMISSION OF MEMBERS**

No additional members shall be admitted to the Company without the consent of the Member. In the event additional members are admitted to the Company, the Member and the additional members shall execute a revised and amended operating agreement which shall supersede this Agreement, and shall specify certain additional items of governance, including but not limited to: buy/sell provisions, mandatory buyout provisions, business continuation

provisions, tax provisions, and management provisions. Acceptance of such revised and amended operating agreement by the additional members shall be a prerequisite to admission.

**ARTICLE XIII
BANKING; FISCAL YEAR**

Section 1: Banking. All funds of the Company are to be deposited in a Company bank account or accounts in such financial institution as may be approved by the Member.

Section 2: Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year for the Member.

**ARTICLE XIV
BOOKS AND RECORDS**

The Company shall keep at its principal office (a) a current list of the names and addresses of each member; (b) copies of records enabling a member to determine the relative voting rights; (c) a copy of the Articles of Organization and any amendments thereto; (d) copies of the Company's federal, state, and local income tax returns, if any, for the three (3) most recent years; (e) a copy of this Agreement and any amendments thereto; and, (f) copies of the Company's financial statements, if any, for the three (3) most recent years. Each member may, upon reasonable request, inspect and copy any Company records during ordinary business hours at such member's expense.

**ARTICLE XV
TAX MATTERS PARTNER**

The Member shall be the "tax matters partner" in accordance with the applicable provisions of the Internal Revenue Code.

**ARTICLE XVI
COMPETING ACTIVITIES**

Nothing in this Agreement shall be deemed to restrict in any way the freedom of the Member to conduct any business or activity whatsoever without any accountability to the Company even if such business or activity competes with the business of the Company.

**ARTICLE XVII
DISSOLUTION AND TERMINATION**

Upon the occurrence of any of the terminating events set forth in Article IV hereof, the Company shall be dissolved, the Member shall convert the Company's assets into cash, and all such cash shall be applied and distributed in the following manner and in the following order of priority:

(a) to the payment of the debts and liabilities of the Company and to the expenses of liquidation in the order of priority as provided by law; then

(b) to the establishment of, or addition to, any reserves deemed necessary by the Member, for any contingent or unforeseen liabilities or obligations of the Company; provided,

however, that any such reserves established hereunder shall be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Member deems advisable, of distributing the balance of such reserves in the manner provided hereinafter in this Section; then

(c) to the repayment of any liabilities or debts other than capital accounts of the Company to the Member; and then

(d) to the Member.

A reasonable time shall be allowed for the orderly liquidation of the Company's assets above in order to minimize the losses normally attendant upon such a liquidation. The Company shall be terminated when all of its assets have been converted into cash, all promissory notes or other evidences of indebtedness derived by the Company from such conversion of its assets or otherwise have been collected or otherwise converted into cash, and all such cash has been applied and distributed in accordance with the provisions of this Section. Upon the termination of the Company, a Certificate of Termination shall be executed by the Member and filed with the Secretary of State of Georgia.

ARTICLE XVIII INVESTMENT INTENT

The Member hereby represents, warrants, and acknowledges that:

(a) The Member is acquiring an interest in the Company solely for the Member's own account for investment purposes and not with a view or interest of participating, directly or indirectly, in the resale or distribution of all or any part thereof;

(b) The Member's interest in the Company is to be issued and sold to the Member without registration and in reliance upon certain exemptions under the Federal Securities Act of 1933, as amended, the Georgia Uniform Securities Act of 2008, and other applicable state securities law;

(c) The Member has received copies of this Agreement and has had an opportunity to review it or have it reviewed by the Member's representative;

(d) The Member's investment in the Company has a high degree of risk, and the Member has the net worth to sustain such risk; and,

(e) The Member will make no transfer or assignment of the Member's interest in the Company except in compliance with the Federal Securities Act of 1933, as amended, the Georgia Uniform Securities Act of 2008, and other applicable securities laws.

The Member acknowledges and agrees that a legend reflecting the restrictions imposed

¹ The establishment of any reserves in accordance herewith shall not have the effect of extending the term of the Company.

upon the transfer of its membership interests under this Agreement, the Federal Securities Act of 1933, as amended, the Georgia Uniform Securities Act of 2008, and any other applicable state securities laws has been placed on the first page of this Agreement.

**ARTICLE XIX
MISCELLANEOUS**

Section 1: Notices. Any notice, election, or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or on the fifth (5th) calendar day following its deposit in the United States Mail, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at such address as such person may have previously furnished in writing to the Company or at such person's last known address.

Section 2: Modifications. No change or modification of this Agreement shall be valid or binding upon the Member, nor shall any waiver of any term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the Member.

Section 3: Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Member, its legal representatives, transferees, heirs, successors, and assigns.

Section 4: Governing Law; Construction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws provisions. The titles of the Articles and Sections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms and provisions hereof.

Section 5: Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

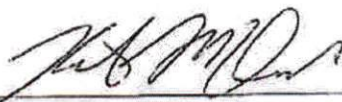
Section 6: Entire Agreement. This instrument contains all of the understandings and agreements of whatever kind and nature existing between the parties hereto with respect to this Agreement and the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the continuing operations of the Company.

Section 7: Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable, and legal.

*Remainder of Page Intentionally Left Blank
Signature Follows*

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date first set forth above.

SOLE MEMBER:


A handwritten signature in dark ink, appearing to read "Kurt MacDonald", is written over a horizontal line.

By: KURT MACDONALD

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: *Matteo Domingo* Date: 1/14/25

Business Name: Triple Play Hospitality LLC

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

This _____ day of _____, 20____.

Notary Public

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: *Matteo Domingo* Date: 1/14/25
(If different from Agent)

Title: MGR

Business Name: Triple Play Hospitality LLC

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

This _____ day of _____, 20____.

Notary Public

My Commission Expires

State of Florida

County of Valusia

Sworn to (or affirmed) and subscribed before me by
means of ☒ physical presence OR ☐ online notarization
this 14th day of January, 2025.

by Kurt Macdonald & Matteo Domingo

Kennith Boudreaux
(Signature of Notary Public)

Kennith Boudreaux
(Print Name of Notary Public)

Personally known ☐ OR producing identification ☒
Type of Identification Produced: Florida Driver's License



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Triple Play Hospitality DBA Quill/Woodward

Business Address: 350 Second St Macon GA

Instructions:

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

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

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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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


Applicant/Agent Signature

12/27/24
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: Triple Play Hospitality DBA Quill

Business Address: 350 Second St Macon GA

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

Code Enforcement Department Designee

Date

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

[Signature]
Applicant/Agent Signature

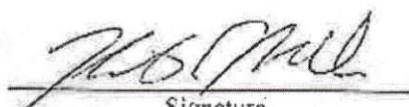
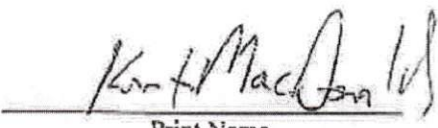
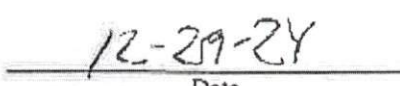
12/29/20
Date

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>.

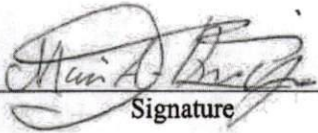
		
Signature	Print Name	Date

Applicant Privacy Rights Notification Signature Form

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Signature

Mateo A. Domingo
Print Name

1/14/25

Date



Alcohol License Questionnaire

Name of Business: Triple Play Hospitality LLC
 Owner's Name: Kurt MacDonald
 Address: 3501 Legacy Hills Ct
Longwood, FL 32779

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?

\$ 1,850,000

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

Kurt MacDonald is purchasing the real estate & business
See included Purchase & Sale Agreement.

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

Kurt MacDonald
 Print Name

12/29/24
 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: Tribe Play Hospitality LLC DBA Quill
Business Address: 350 Second St Macon GA

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

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

[Signature]
Applicant/Agent Signature

12/29/24
Date

PROPERTY OWNER

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Triple Play Hospitality LLC
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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.

Kurt MacDowell
Print and Sign Name

Sworn to and subscribed before me this

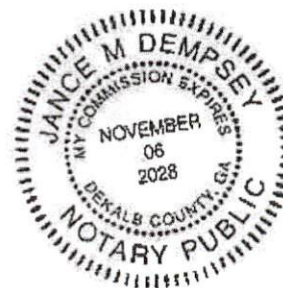
29th day of Dec., 2024.

Jane M. Dempsey
Notary Public

My Commission Expires:

Nov. 4, 2028

Page 2 of 2



Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Tripp Piny Hospitality LLC
 2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

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.

Kurt MacDonell
 Print and Sign Name **OWNER**

Sworn to and subscribed before me this

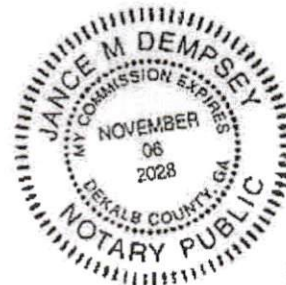
29th day of Dec., 2024.

Jance M Dempsey
 Notary Public

My Commission Expires:

Nov. 4, 2028

Page 2 of 2



Rev. April 2022
 See O-22-0011



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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Kurt Macdonald/Mateo Domingo – Fingerprints completed 01/23/25 and 01/16/25

Business Name: Triple Play Hospitality LLC DBA Quill at the Woodward

Business Address: 350 2nd St, Macon, GA 31201

DocuSigned by: After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	1/27/2025 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 2/24/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MARCH 4, 2025 PRE-COMMISSION AGENDA



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	✓	*Malt Packaged to Go	\$800	✓	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900		*Malt C.O.P.	\$800		*Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600		*Malt Wholesaler	\$1,000		Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300		*Malt Manufacturer	\$2,500		Wine Manufacturer	\$1,700
Brewpub	\$2,500		Out-of-Town Wholesaler	\$100		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.

\$ 1900.00 Alcohol License Fees + \$400 Application Fee = \$ 1900.00

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 81-1325703 State Tax ID #: 202-40927585
 Business Name: SHOPPERS VALUE FOODS Corporate and Trade Name: NIHAN INC
 Local Business Address: 5580 THOMASTON RD MACON , GA 31220
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 5580 THOMASTON RD SUITE # 18 MACON , GA 31220
Street Address (City State Zip)
 Local Business Phone #: 478-812-8312 Email Address: NIHANINC@GMAIL.COM
 Contact Person: CHRIS PATEL Contact Phone #: 478-973-0068

AGENT

Agent's Name: LISA PATEL Agent's Title: PRESIDENT
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 769 BARRINGTON HALL DR City: MACON State: GA Zip: 31220
 Home Phone #: 478-957-6198 Email: NIHANINC@GMAIL.COM
 Mailing Address: 5580 THOMASTON RD SUITE # 18 City: MACON State: GA Zip: 31220

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: LISA PATEL Title: PRESIDENT
 Home Address: 769 BARRINGTON HALL DR City: MACON State: GA Zip: 31220
 Home Phone #: 478-957-6198 Email: NIHANINC@GMAIL.COM
 Mailing Address: 5580 THOMASTON RD SUITE # 18 City: MACON State: GA Zip: 31220

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	LISA PATEL		
Home Address:	769 BARRINGTON HALL DR MACON, GA 31220		
Sex	Race	Date of Birth	Social Security Number
FEMALE	ASIAN		

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

Lisa Patel
 Signature

1/8/2025
 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: SHOPPERS VALUE FOODS

Printed Name of Applicant: LISA PATEL

*Signature of Applicant: Lisa Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 8th DAY OF January, 2025.

PJ Masand
 NOTARY PUBLIC

09/03/2028
 MY COMMISSION EXPIRES



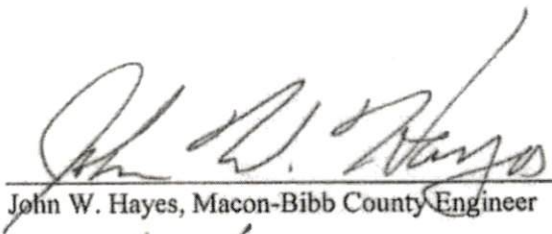
MEASUREMENT FORM

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

APPLICANT: KASHYAP PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 5580 THOMASTON RD.
BUSINESS NAME: SHOPPERS VALUE FOOD

To Be Completed by County Engineer

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

By: 
John W. Hayes, Macon-Bibb County Engineer
Date: 1/27/25

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

Shoppers Value Foods
#5580 Thomaston Road

1,850' — SCHOOL GROUND property line
Weaver Middle School

2,500' — SCHOOL BUILDING
Weaver Middle School

6,850' — COLLEGE CAMPUS property line
Middle Georgia State University

8,900' — ALCOHOLIC TREATMENT CENTER building
River Edge - Fulton Mill Road

15,800' — PUBLIC LIBRARY or BRANCH building
Library Annex - Macon Mall

6,900' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Martin Place

1,225' — CHURCH (building)
United Community Church

1,150' — CHURCH GROUNDS
United Community Church

24,450' — M-B COUNTY RECREATION CENTER property
Frank Johnson Recreation Center

N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
Applicant self-identifies as a:
"Grocery Store"

JWH

OK!

Paul J. Hoinowski
January 27, 2025



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:	2021-1513	PERMIT TYPE:	PU	DATE OF ISSUE:	09/28/2021
ISSUED TO NAME:	Lisa Patel, The UPS Store				
OWNER'S NAME:	KLRN LLC				
PROPOSED USE:	Commercial, Industrial or Institutional Use				
ADDRESS OF PROPOSED USE:	5580 THOMASTON RD suite 18				
NEW CONSTRUCTION:	No				
STRUCTURE TYPE:	Existing,				
MAP/PARCEL:	J008-0019			ZONING DISTRICT:	C-4—Highway Commercial District

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a UPS store in an existing multi-tenant commercial building. No outside storage or sales authorized. No signage authorized by this permit; signage shall require separate zoning permit. Subject to requirements of the Macon-Bibb License Office and all other applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 03/28/2022 THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **Nihan Inc**

Control Number: **16005486**

Business Type: **Domestic Profit Corporation**

Business Status: **Active/Owes Current Year AR**

NAICS Code: **Retail Trade**

NAICS Sub Code: **Supermarkets and Other Grocery (except Convenience) Stores**

Principal Office Address: **5580 THOMASTON RD,
SUITE 18, MACON, GA,
31220, USA**

Date of Formation /
Registration Date: **1/21/2016**

State of Formation: **Georgia**

Last Annual Registration
Year: **2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Lisa Patel**

Physical Address: **769 BARRINGTON HALL DR, Macon, GA, 31220, USA**

County: **Bibb**

OFFICER INFORMATION

Name	Title	Business Address
Geeta Patel	CFO	432 Big Oak Circle, Lizella, GA, 31052, USA
Lisa D Patel	CEO	769 Barrington Hall Dr, Macon, GA, 31220, USA
Manishaben A Patel	Secretary	211 Little Hickory Dr, Lizella, GA, 31052, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

Ownership Disclosure Form

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

Business:

Trade Name: SHOPPERS VALUE FOODS Name of Corporation: NIHAN INC

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

Individual:

Name and Title: LISA PATEL / PRESIDENT Telephone Number: 478-957-6198

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

Residential Street Address: 769 BARRINGTON HALL DR MACON , GA 31220

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

Mailing Address: 5580 THOMASTON RD SUITE # 18 MACON , GA 31220

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: LISA Last Name: PATEL
Home Address: 769 BARRINGTON HALL DR City: MACON State: GA Zip: 31220
Home Phone #: 478-957-6198 Email: NIHANINC@GMAIL.COM
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 5580 THOMASTON RD SUITE # 18 MACON, GA 31220 City: MACON State: GA Zip: 31220

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

Lisa Patel
Applicant's Signature

01/08/2025
Date

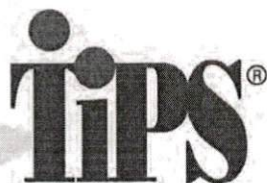
I hereby certify that Lisa Patel signed his/her name to forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 8th day of January, 2025.

PJHsand
Notary Public



09/03/2028
My Commission Expires



A 360TRAINING COMPANY

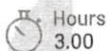
CERTIFICATE OF COMPLETION

This certifies that

Lisa Patel

is awarded this certificate for

TIPS Off-Premise Alcohol Seller Training



Hours
3.00



Completion Date
10/26/2022



Expiration Date
10/25/2025



Certificate #
OFF-000027068754

TRAINING™

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)

FOLD



Issued: 10/26/2022
Certificate #: OFF-000027068754

Lisa Patel
769 Barrington Hall Dr
Macon GA 31220

CERTIFIED

Expires: 10/25/2025



A 360TRAINING COMPANY

Phone: 800-438-8477

www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



Lisa Patel



AH000295

ALCOHOL HANDLER

EXP: 12/31/2025

Agent Certification

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

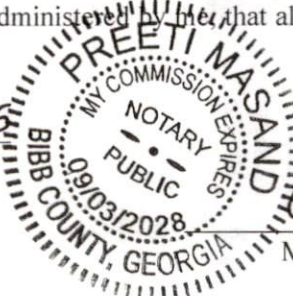
Agent's Signature: Lien Patel Date: 01/08/2025

Business Name: SHOPPERS VALUE FOODS

I hereby certify that Lisa 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 8th day of January, 20 25

PJ Masand
Notary Public

 09/03/2028
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: Lien Patel Date: 01/08/2025
(If different from Agent)

Title: PRESIDENT

Business Name: SHOPPERS VALUE FOODS

I hereby certify that Lisa 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 8th day of January, 20 25

PJ Masand
Notary Public

 09/03/2028
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: SHOPPERS VALUE FOODS

Business Address: 5580 THOMASTON RD SUITE # 18 MACON , GA 31220

Instructions:

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

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

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

Definitions:

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

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

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

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

- ☐ **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.

Lien Patey
Applicant/Agent Signature

1/8/2025

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: SHOPPERS VALUE FOODS

Business Address: 5580 THOMASTON RD SUITE # 18 MACON , GA 31220

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

Lt. M. [Signature]
Code Enforcement Department Designee

1-8-2025
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.

Liam Patey
Applicant/Agent Signature

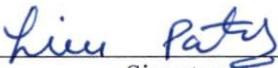
1/8/2025
Date

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

LISA PATEL

Print Name

1/8/2025

Date



Alcohol License Questionnaire

Name of Business: SHOPPERS VALUE FOODS
 Owner's Name: LISA PATEL
 Address: 5580 THOMASTON RD SUITE # 18
MACON, GA 31220

1. Do you own or are you leasing your business location? ☒ Own ☐ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ 2335000.00
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: ☒ Relation, see below ☐ No Relation

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

Lisa Patel
 Signature

LISA PATEL
 Print Name

1/8/2025
 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: SHOPPERS VALUE FOODS

Business Address: 5580 THOMASTON RD SUITE # 18 MACON , GA 31220

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

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

Lien Pate

Applicant/Agent Signature

1/8/2025

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 & Property owner

1. Name and Title of the applicant: LISA PATEL / PRESIDENT

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

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

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

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

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

LISA PATEL / *Lien Patel*
Print and Sign Name

Sworn to and subscribed before me this

8th day of January, 2025.

PJ Masand
Notary Public

My Commission Expires: 09/03/2028



OFFICE USE ONLY
ALCOHOL APPLICATION

Business Address: 5580 Thomaston Rd Ste 18, Macon GA 31220

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	2/10/2025 _____ 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 2/25/2025 (Date) ^{DS} SF (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist



ZONING COMPLIANCE

MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION

Suite 1000 City Hall Annex, 682 Cherry Street, Macon, GA 31201

Website: www.maconbibbpz.org

Telephone (478) 751-7450

Fax (478) 751-7448

PERMIT NO:	2016-00020378	DATE OF ISSUE:	3/17/2016
ISSUED TO NAME:	Lisa D. Patel		
OWNER'S NAME:	LINGENWOOD NORTHWEST LLC		
PROPOSED USE:	PU-Com/Ind/Ins Shoppers Value Foods-PTG		
ADDRESS OF PROPOSED USE:	5580 THOMASTON RD ste18		
STRUCTURE:	EXISTING		
MAP/PARCEL:	J0080019	ZONING DISTRICT:	C-4

AS PER INSPECTION HELD ON
2-11-16
IT WAS OBSERVED THAT ALL
CONDITIONS ON THE ZONING
COMPLIANCE HAVE BEEN MET.
BY: SD
ZONING INSPECTOR

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, the applicant is in compliance to operate a grocery store with alcohol package to go subject to Department of Agriculture approval.

No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 9/13/2016 THIS PERMIT IS NULL & VOID

APPROVED BY: Sara Dusenberry

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

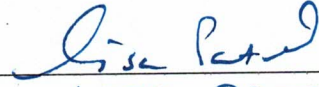
RECEIPT INFORMATION

Permit Description	Charge Description	Charge	Paid
Comm/Industr/Institutional	Alcohol Package to Go	\$100.00	\$100.00
Comm/Industr/Institutional	Commercial/Industrial/institutional	\$350.00	\$350.00
	TOTALS:	\$450.00	\$450.00

IN WITNESS WHEREOF, this lease has been duly executed by the parties hereto as of the Date of the Lease as indicated on the Terms Page.

AS TO THE LANDLORD:

KLRN LLC, a Georgia Limited Liability Company

BY: 
PRINT: LISA PATEL
ITS: _____

AS TO TENANT:

Nihan, Inc.

BY: 
PRINT: LISA PATEL
ITS: _____

STANDARD FORM SHOPPING CENTER LEASE
TERMS PAGE

SHOPPING CENTER: Northwest Commons Shopping Center

LANDLORD: KLRN LLC, a Georgia limited liability company

LANDLORD’S REPRESENTATIVE ADDRESS: **Lisa Patel**
5580 Thomaston Road Suite __ Macon, GA 31220

TENANT: Nihan, Inc., a Georgia corporation

TENANT’S ADDRESS & PHONE #: 5580 Thomaston Rd, Suite 18
Macon, Georgia 31220

DATE OF LEASE: July 1, 2023

PREMISES/STORE ADDRESS: 5580 Thomaston Rd, Suite __, Macon, GA 31220

PERMITTED USE: Grocery Store

TENANT’S OPERATING NAME: **Shoppers Value**

PREMISES GROSS LEASEABLE AREA: Approximately 32,000 square feet.

RENT COMMENCEMENT DATE: **July 1, 2023**

LEASE TERMINATION DATE: **June 30, 2028**

TERM: Five Years beginning on the Commencement Date and ending on the Termination Date, as extended by option (unless sooner terminated pursuant to this Lease)

MINIMUM RENT:	Beginning With	Minimum Rent	Payment
	<u>Lease year</u>	<u>Per Month</u>	<u>Per Year</u>
	1-5	\$12,500.00	\$150,000.00
<u>Options</u>			
	6-10	\$13,000.00	\$156,000.00
	11-15	\$13,500.00	\$162,000.00

The minimum rent above includes the Tenant’s share of operating cost.

Options: Tenant shall have the two options to extend the lease. The first option will be at year Six (6) for a five year term and the second option will be at year Eleven (11) for a five year term. Tenant must notify Landlord of its decision to extend at least 60 days prior to the termination of the existing Lease term.

SHOPPING CENTER LEASE
GENERAL LEASE PROVISIONS

In consideration of the rents and covenants to be performed by Tenant, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the Term and upon the conditions and agreements herein set forth, the Premises set forth and described on the Terms Page. The Terms Page, including all items defined therein, is hereby incorporated as a part of this Lease, and Landlord and Tenant hereby further agree as follows:

1. DEFINITIONS

When used in this Lease or in any Exhibit attached to this Lease, the following words or expressions have the meaning hereinafter set forth, unless the context indicates otherwise:

(a) "Additional Rent" means any and all sums of money or charges required to be paid by Tenant under this Lease (except Minimum Rent), whether or not the same are designated "Additional Rent" and whether or not the same are payable to the Landlord or otherwise, and, without deduction, abatement, set-off or compensation whatsoever. Unless otherwise specifically provided, Additional Rent is due and payable with and in addition to each monthly installment of Minimum Rent;

(b) "Common Areas", as they exist from time to time, means the parking areas, roadways, sidewalks, landscaped areas, open or closed malls, truck courts, common loading areas, driveways, electrical, music and public address systems, heating, ventilating, air-conditioning, sprinkler, plumbing and drainage equipment and installations and any enclosures constructed therefore, which do not specifically serve only one leased premises, general signs, and maintenance equipment, together with all other common areas and/or facilities and/or all equipment and/or installations on the site which are provided or designated from time to time by Landlord for the use by or benefit of Tenant, its employees, customers and other invitees, in common with others entitled to use or benefit of such areas and/or facilities and/or equipment and/or installation in the manner and for the purposes permitted by this Lease;

(c) "Consumer Price Index" means the Consumer Price Index for all urban consumers, U.S. city average, all items (1982 - 84 = 100) issued by the U.S. Bureau of Labor Statistics. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and if the U.S. Department of Commerce Index is discontinued, then the Landlord and Tenant shall, in good faith, agree on a suitable substitute;

(d) "Gross Leaseable Area" means the area expressed in square feet, as computed by the Landlord, of the floor of the Premises, measured from the exterior face of all interior walls, doors and windows separating such premises from the Common Areas and the center line of all interior walls separating such premises from adjoining leaseable premises. The Gross Leaseable Area includes all interior space whether or not occupied by projections, structures or columns, structural or non-structural, and where a store front is recessed from the lease line, the area for such recess forms part of the Gross Leaseable Area of the Premises;

(e) "Gross Leaseable Area of the Shopping Center" means the aggregate of individual Gross Leaseable Area of all leased premises or of all leaseable premises within the Shopping Center, as computed by Landlord, including (i) areas occupied by any freestanding buildings and kiosks but excluding areas reserved for community services or public or religious services, or originally leased to supermarkets, discount department stores, junior department stores or department stores;

(f) INTENTIONALLY DELETED;

(g) INTENTIONALLY DELETED

(h) "INTENTIONALLY DELETED

(i) "Lease Year" means a period of time, the first "Lease Year" being the period beginning on the Commencement Date and expiring on the last day of the twelfth full calendar month thereafter. Any subsequent "Lease Year" shall mean a period of twelve (12) calendar months commencing on the first (1st) day of the month following the expiration of the first (1st) "Lease Year" or any anniversary thereof. Landlord may at any time during the Term change the Lease Year, provided however, that no such change of the Lease Year shall be deemed to lengthen or shorten the Term of this Lease;

(j) "Mortgage" means any deed of trust or deed to secure debt and the lien resulting from any other method of Landlord's financing or refinancing;

(k) "Operating Expenses" shall mean all costs of management, operating, maintenance and replacement of the Shopping Center, and improvement thereon and appurtenances thereto, all accrued and based on a calendar year period as determined by generally accepted accounting principles, including by way of illustration but not limitation: Real Estate Taxes and personal property taxes (in addition to those payable by Tenant pursuant to Paragraph TWENTY-SEVEN hereof); assessments and governmental charges; telephone, electricity, gas, water, sewerage and other utility charges; premiums of public liability, rental and property damage insurance, janitorial sweeping and cleaning services; license, permit and inspection fees; heating and cooling (if any, but not of Leased Premises); maintenance and repair; general operation and maintenance costs and expenses; costs of resurfacing, repainting and restriping; policing; purchase, construction and maintenance of refuse receptacles; planting and relandscaping; directional signs and other markers; lighting; an allowance to Landlord for Landlord's supervision of maintenance and operation of the Common Areas in an amount equal to fifteen percent (15%) of the Operating Expenses; all labor and supplies required by the foregoing; and all other costs necessary in Landlord's judgment for the reasonable maintenance, repair, replacement and operation of the Common Areas and the roof and exterior walls of the Shopping Center; and labor and supplies; excluding, however, depreciation, capital expenditures, costs of building operations and commissions paid for leasing. Amounts received by Landlord pertaining to Operating Expenses for those premises not included in the Gross Leaseable Area of the Shopping Center shall be deducted from the foregoing costs;

(l) "Proportionate Share" means a fraction which as its numerator the Gross Leaseable Area of the Premises, and as its denominator, the Gross Leaseable Area of the Shopping Center; and

(m) “Real Estate Taxes” means any and all taxes, rates, assessments and impositions, general and special, levied or imposed with respect to the Shopping Center buildings (including any accessories and improvements therein or thereto) and the land, or either of them or any part of them including all such taxed levied or imposed for schools, public betterments, general or local improvements; and including all taxes, rates, assessments and impositions of every nature levied or imposed instead of or in replacement of any of the foregoing; or in addition to any of the foregoing where the intent or effect of such addition is to effect an imposition on property or the revenues therefrom. Any expenses incurred by Landlord in obtaining or attempting to obtain or negotiating a reduction of any Real Estate Taxes (including any interest due on such Real Estate Taxes or on monies used to pay such Real Estate Taxes), shall be added to and included in the amount of any such Real Estate Taxes. Landlord shall have no obligation to contest, object to or litigate the levying or imposition of any taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate Taxes without the consent or approval of Tenant. If any taxing authority shall at any time and from time to time eliminate any rate assessment, tax or charge which was included in the Real Estate Taxes, and such rate, assessment, tax or charge so eliminated from the taxes is not replaced by another form of levy or tax imposed by a taxing authority against the Landlord because the latter should own the Shopping Center, then the same charge shall be eliminated from any such taxes. Amounts received by Landlord pertaining to Real Estate Taxes for those premises not included in Gross Leaseable Area of the Shopping Center shall be deducted from the foregoing costs.

2. TERM

The Term of this Lease shall be as indicated on the Terms Page and Tenant’s obligation to pay rent hereunder shall commence on the Commencement Date indicated therein.

3. MINIMUM RENT

Tenant agrees to pay to Landlord during the Term of this Lease, at Landlord’s address as set forth on the Terms Page, or to such other person or to such other place as Landlord may direct from time to time by written notice, Minimum Rent by paying the Payment Per Month, as indicated on the Terms Page, in advance on or before the first (1st) day of each calendar month during the Term, without offset, deduction, demand or notice of any kind or for any reason, it being agreed that the foregoing covenant to pay rent is independent of any other covenant herein contained. If the Term shall commence on a date other than the first (1st) day of the calendar month, the Payment Per Month, as indicated on the Terms Page, shall be prorated on a per diem basis with respect to such fractional calendar month and shall be paid on the date rent is first due hereunder. Should a rental check be returned due to insufficient funds, then a \$35.00 NSF fee will be charged to the Tenant. Additionally, should the Tenant have a rental check returned due to insufficient funds twice within a 12 month period, then the Tenant shall pay all Rent with certified funds for the remainder of the Lease.

4. PERCENTAGE RENT

NONE.

5. LATE CHARGES

Tenant recognizes that late payment of any rent or other sum due hereunder will result in administrative expenses to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent of any other sum is due and payable pursuant to this Lease, and when such amount remains due and unpaid five (5) days after said amount is due, such amount shall be increased by a late charge in an amount equal to 5% of the total monthly rental. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant’s obligation for each successive monthly period until paid. The provisions of this Paragraph in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Paragraph in any way affect Landlord’s remedies under this Lease, in the event said rent or other payment is unpaid after the date due. If any rental payment is returned due to insufficient funds of the Tenant, then the Tenant agrees to pay a processing fee of \$35.00 to the Landlord. If more than two (2) payments are returned due to insufficient funds, then the Tenant will make all future rental payments in certified funds.

6. COMPLETION

INTENTIONALLY DELETED

7. USE OF THE PREMISES

Tenant shall comply with all laws, rules and regulations of Landlord and all governmental authorities respecting the use of and operations and activities on or about the Premises and Common Areas, and shall not make, suffer or permit any unlawful, improper, objectionable or immoral use of such Premises or Common Areas or permit nuisance thereon. Tenant shall not make any use of the Premises or Common Areas which would make void or voidable any policy of fire or extended coverage insurance covering any of the Shopping Center buildings, and if by reason of any use by Tenant of the Premises or Common Areas or the keeping by Tenant of any item or material in the Premises, the hazard insurance premiums on policies maintained by Landlord shall be increased over normal rates for retail stores in the Shopping Center, the amount of the increase in the premium shall be paid to Landlord by Tenant on demand. Tenant shall keep sidewalks and alleys adjoining the Premises clean and free from rubbish, and shall store all trash and garbage within the Premises, and shall arrange for the regular pick up of trash and garbage. Tenant shall not burn any trash of any kind in or about the Premises or Common Areas, nor shall Tenant permit rubbish, refuse or garbage to accumulate or any fire or health hazard to exist in or about the Premises. Tenant shall not display any merchandise or install any showcases or other obstructions on the outside of the Premises or in any lobby or passageway adjoining the same that will extend beyond the lease line of the Premises, nor shall Tenant maintain any loud speaker device or any noise-making device in such manner as to be audible to anyone not within the Premises. No radio or television aerial or other similar device shall be installed without first obtaining in each instance the Landlord’s consent in writing. Tenant shall not use the Common Areas for solicitations, demonstrations or other nuisances. Tenant shall maintain its show windows in a neat and clean condition and have the same, together with exterior signs and any interior advertising displays, adequately illuminated continuously from dusk until at least 9:00 o’clock p.m. (excluding Sundays and national holidays). Tenant agrees that it will not cover more than sixty percent (60%) of the windows Tenant shall comply with Landlord request to amend or take down any such wording, signage, lighting, and display upon three (3) days notice.

Tenant agrees that it will not use the name or identifying marks of the Shopping Center in connection with the conduct of any business except the business conducted on the Premises and if the corporate or trade name of Tenant includes any word or name similar to the name of the Shopping Center, Tenant will, immediately upon discontinuance of the business in the Premises, cause the name to be changed so as to eliminate such word or name. Tenant agrees that it will use the name, insignia or other identifying mark of the Shopping Center designated by Landlord in Tenant’s printed and visual advertising and make reference to the name of the Shopping Center in audio advertising to the extent that it is feasible to do so.

8. ACCEPTANCE OF PREMISES; AND MAINTENANCE

After Tenant opens for business in the Premises, it shall have no legal or equitable remedy based either upon a claim that Landlord failed to deliver possession in accordance with the terms of this Lease or based on a claim that the size location, or service areas, sidewalks, parking or other Common Areas were not completed or furnished in accordance with the terms of this Lease. Upon the opening of the Premises for business, Tenant shall be deemed to have certified to the Landlord, to the holder of any Mortgage encumbering all or part of the Shopping Center and to any purchaser that the Premises have been delivered to it in accordance with the terms and of this Lease and that possession has been accepted by Tenant and that the term of this Lease and the obligation to pay rent has commenced and that the Premises and all other portions of the Shopping Center have been completed in accordance with the requirements of this Lease, and that there is not then any offset against rentals or violations of the Lease terms on the part of Landlord from and after the time Tenant opened for business in the Premises, Landlord shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises; except that Landlord shall, subject to the provisions of Paragraph THIRTY-THREE, maintain in good and substantial repair during the Lease Term the exterior of the Premises (the roof and exterior walls, but not glass, plate glass, doors or special store fronts), unless the damage thereto is caused by the act, neglect, omission or fault of Tenant, its agents, servants, employees, invitees or customers (including such damage caused by burglary or attempted burglary) in which event Tenant shall be responsible therefore. Tenant waives the right to make repairs at Landlord’s expense under any law, statute or ordinance not or hereafter in effect, unless Landlord has not attempted to make a repair after Tenant provided at least thirty (30) day written notice of necessary repair. Tenant shall, at its own expense, service, keep and maintain the Premises, including, but not limited to, all plumbing, wiring, piping, floors and floor coverings, fixtures, doors, interior walls, equipment and appurtenances (including heating, ventilation and air conditioning equipment and sprinklers in or about the Premises), in good condition and repair during the entire term of this Lease and shall replace all glass in windows or doors damaged or broken during the Lease Term. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant. Tenant agrees to make such repairs promptly as they shall be needed and at its own expense.

9. ASSIGNMENT OR SUBLETTING

Tenant shall not have the right to assign, mortgage, pledge or encumber this Lease or sublet or suffer or permit the Premises or any part thereof to be used by others without prior written consent of Landlord. In addition, the ownership interest of Tenant may not change without the written consent of Landlord.

If this Lease is assigned or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant without the express written consent of Landlord, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to all rent herein reserved, but no assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants contained in this Paragraph NINE or the acceptance of the assignee, subtenant or occupant as Tenant or a release of the performance of the covenants on Tenant’s part herein contained.

In the event the Landlord’s written consent is given to an assignment or subletting, the Tenant and any Guarantor(s) shall nevertheless remain directly and primarily liable for the payment of rents herein specified and the performance of all other covenants and conditions hereof. If Landlord shall consent to an assignment or sublease of this Lease, no further or additional assignments or subleases of this Lease, no further or additional assignments or subleases may be made without the prior written consent of Landlord.

10. UTILITIES

Tenant shall promptly pay all charges when due for utilities furnished to the Premises, including gas, electricity, telephone and any other utility services and all utility taxes levied in connection with utilities used on the Premises. If Landlord shall not elect to supply water, gas, electricity, sewer service, garbage collection service, or “piped music” or any other similar service (“Utility Service”), Tenant agrees to purchase its requirements for the same from Landlord, or from and independent contractor designated by Landlord and pay the charges therefore when bills are rendered at applicable rates. Such Utility Service supplied by Landlord will be at the rates which are comparable to rate for such services offered by other utility suppliers. Landlord shall not be responsible or liable in any way whatsoever for the quality, impairment, interruption, stoppage or other interference with any Utility Service, unless such failure shall persist for an unreasonable time after written notice of such failure is given to Landlord by Tenant and provided further that Landlord shall not be responsible when such interference is caused by reasons beyond the reasonable control of Landlord.

11. PARKING AND COMMON AREAS

Subject to the prompt payment by Tenant of its obligations hereunder, Tenant shall have, in addition to the Premises, the non-exclusive use in common with the Landlord, other tenants, their guests, employees and invitees of the Common Areas.

The Common Areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the Common Areas so long as such rules are not discriminatory against Tenant and Tenant agrees to abide by and conform with such rules and regulations. Tenant agrees that it and its officers and employees will park their automobiles only in such areas as Landlord from time to time designates for employee parking, which areas may be within or without the Shopping Center. Tenant agrees that it will, within five (5) days after written request therefore by Landlord, furnish Landlord with the state automobile number license numbers assigned to its cars and the cars of all its employees. Tenant shall not park any truck or delivery vehicles in the parking areas, nor permit delivery of merchandise at any place other than that designated by Landlord. If any vehicle or Tenant or any concessionaire of any of its respective officers, agents or employees, is parked in any part of the Shopping

Center other than the employee parking areas, Tenant hereby authorizes Landlord to engage a towing service to remove such vehicle at Tenant's expense.

In the event it is deemed necessary to prevent the acquisition of public rights, Landlord may from time to time temporarily close portions of the Common Area, and may erect private boundary markers or take such steps as deemed appropriate for the purpose. Such actions shall not be considered as eviction or disturbance of Tenant's quiet possession of the Premises.

12. FIXTURES, SIGNS AND ALTERATIONS

All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises, or install or cause to be installed any floor covering, interior or exterior lighting, or plumbing fixtures, or make any changes to the store front without first obtaining Landlord's written approval and consent for any alteration with a cost of over \$300.00 (THREE HUNDRED DOLLARS). Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought.

All improvements, additions or fixtures (other than trade fixtures not permanently affixed to the realty) that may be made or installed on the Premises by either party including floor coverings cemented or otherwise affixed to the floor, shall be the property of Landlord, title to the same hereby passing to Landlord under this Lease as by a bill of sale, subject to the right of Landlord to require Tenant to remove same pursuant to Paragraph THIRTY-ONE hereof.

Tenant shall not make any structural alterations in or additions to the Premises. If structural alterations become necessary because of the application of laws and ordinances or other the directions, rules or regulations of any regulatory body to the business carried on by Tenant or because of any act or default on the part of Tenant or because Tenant has overloaded any electrical or other facility, Tenant shall make structural alterations at its own cost and expense after first obtaining Landlord's written approval of plans and specifications and furnishing such indemnification against liens, costs, damages and expenses as Landlord may reasonably require. Landlord may at its option effect all structural repairs at the expense of Tenant.

Tenant shall not place or suffer to be placed or maintained on any exterior door, roof, wall of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, Tenant may place banners and specials in windows not to exceed sixty percent of the window space as set out in Section 7 above. Tenant shall comply with Landlord request to amend or take down any display upon three (3) days notice. Tenant further agrees to maintain such sign, awning or canopy, decoration lettering, advertising matter or other thing as may be approved in good condition and repair at all times and to remove the same at the end of the term if requested by Landlord to do so. Upon removal thereof, Tenant agrees to repair any damage to the Premises caused by such installation.

13. INDEMNITY AGAINST LIENS

Tenant agrees that it will make prompt payment when due of all costs and expenses incurred in carrying out its agreements herein and of all costs and expenses of any repairs, constructions or installments which are the responsibility of Tenant hereunder. Tenant agrees to indemnify and save Landlord harmless from and against any and all liabilities incurred by Tenant or claimed or charges against the Premises, and Tenant shall promptly pay or otherwise discharge any and all claims, expenses and liens, including any mechanics', materialmen's and laborers' liens asserted or claimed against the Premises or any part thereof. In no event shall Landlord or any of the Landlord's property be liable for or chargeable with any expense or lien for work, labor or materials used in the Premises or in any improvement or change thereof made at the request of, or upon the order of, or to discharge the obligation of Tenant. In the event Tenant shall not, within ten (10) days following the imposition of such claim or lien, cause the same to be released of record, Landlord shall have the right to pay such claim or lien and be repaid as provided in Paragraph TWENTY-TWO hereof.

14. DESTRUCTION OF PREMISES

(a) If the Premises shall be partially or totally destroyed by fire or other casualty insured under full standard extended risk insurance so as to become partially or totally untenable, the same shall be repaired or rebuilt as speedily as practical under the circumstances at the expense of Landlord, unless Landlord elects not to repair or rebuild as provided in subparagraph (b) of this Paragraph FOURTEEN, and, during the period required for restoration, a just and proportionate part of Minimum Rent shall be abated until the Premises are repaired or rebuilt.

(b) If the Premises are (i) rendered totally untenable by reason of such occurrence; or (ii) deemed damaged or destroyed during the last three (3) years or the term; or (iii) damaged or destroyed as a result of risk which is not insurable under full standard extended risk insurance; or (iv) if the building of which the Premises is apart damaged (whether or not the Premises are damaged) to the extent of fifty percent (50%) or more of its then monetary value; or (v) if the other buildings of Common Areas in the Shopping Center are damaged to such an extent that the Shopping Center cannot, in the sole judgment of the Landlord, be operated economically as an integral unit, then and in any such event Landlord may, at its option, terminate this Lease by notice in writing to Tenant given with one hundred twenty(120) days after the date of such occurrence. Unless Landlord gives such notice, this Lease shall remain in full force and effect and Landlord shall repair such damage at its expense as expeditiously as possible under the circumstances. In the event that 50% or more of the Premises (Suite 18) is damaged and Landlord cannot repair within 270 days of occurrence then Tenant, with 60 days notice may terminate the Lease provided that damage is not caused by Tenant negligence.

(c) Nothing in this Paragraph shall be construed to permit an abatement of Percentage Rent. During any period in which Minimum Rent is abated, the amount of Gross Sales used as a basis for the computation of Percentage Rent shall be proportionately reduced.

(d) If Landlord should elect or be obligated to repair or rebuild because of any damage or destruction, Landlord's obligation shall be limited to the basic building and any other work or improvements which may have been originally performed or installed at Landlord's expense and described as Landlord's work. If the cost of performing Landlord's obligation exceeds the actual proceeds of insurance paid to Landlord on account of such casualty, Landlord may, at

its option, terminate this Lease. Tenant shall replace all work and improvements originally installed or performed by Tenant at its expense.

15. CONDEMNATION

(a) If title to all of the Premises is taken for any public or quasi-public use by eminent domain or by private purchase in lieu thereof, or if title to so much of the Premises is so taken that a reasonable amount of reconstruction thereof will not result, in the sole judgment of Landlord, in the Premises being a practical improvement and reasonably suitable for use for the purpose for which the Premises are leased, then, in either event, this Lease shall terminate on the date that title vests in the condemning authority.

(b) If title to any substantial part of the Shopping Center is taken for any public or quasi-public use by eminent domain or by private purchase in lieu thereof and regardless of whether the Premises or any part thereof are so taken, Landlord shall have the right, at its sole option, to terminate this Lease on the date that title vests in the condemning authority.

(c) If this Lease is terminated under the provisions of this Paragraph FIFTEEN, rent shall be apportioned and adjusted as of the date of termination. Tenant shall have no claim for the value of its leasehold estate or for the value of the unexpired Term of the Lease, or for any other matter whether same be of a direct or consequential nature.

(d) If there is a partial taking of the Premises or the Shopping Center and this Lease is not terminated under the provisions of this Paragraph FIFTEEN, then this Lease shall remain in full force and effect, and Landlord shall, within a reasonable time thereafter, repair and restore the remaining portion of the Premises to the extent necessary to render the same reasonably suitable for the purposes for which the Premises were leased, and shall repair or reconstruct the remaining portion of the Shopping Center to the extent necessary to make the same a complete architecturally unit; provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing such buildings and the cost thereof shall not exceed the proceeds of the condemnation award paid to Landlord.

(e) All compensation awarded or paid upon a total or partial taking of the Premises or Shopping Center shall belong to and be the property of the Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority for loss of business, damage to, and cost of removal of trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or adversely affect Landlord’s award.

(f) After any partial taking of the Premises which does not result in a termination of this Lease, Minimum Rent for the remainder of the Term shall be reduced by the same percentage as the ground floor area of the space taken bears to the ground floor area of the entire Premises, and the sales base used in the computation of Percentage Rent shall be proportionately reduced.

16. LIABILITY INDEMNITY INSURANCE

Landlord shall not be liable to Tenant or any other person for any damage or injury caused to any person or property by reason of the failure of Landlord to perform any of its covenants or agreements hereunder or for such damage or injury caused by reason of any defect in the Premises now or in the future existing, or for any damage or injury caused by any present or future defect in the plumbing, wiring or piping in any part of the Shopping Center of any part of the Premises, or for any damage arising from acts, omissions or negligence of tenants or occupants of the Shopping Center. Tenant agrees to indemnify and save harmless Landlord from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of said Premises by Tenant. Tenant shall, at its expense, provide and maintain in force from and after date of occupancy and during the entire Lease Term \$1,000,000.00 combined single limit insurance for bodily injury and property damage, and each policy of such insurance shall name as the insured thereunder the Landlord and Tenant. Each liability insurance policy shall be of the type commonly known as Owner’s, Landlord’s and Tenant’s insurance. During the Lease Term, Tenant shall provide, at its expense, plate glass insurance providing full coverage for replacement of destroyed or damaged plate glass in or on the Premises. The originals of each of such policies of insurance, or duplicates thereof issued by the insurance company or companies, shall be delivered to Landlord. Landlord shall maintain during the Term hereof, hazard insurance as to the Shopping Center in amounts not less than as required by any mortgagee of Landlord.

17. USE, NAME AND BUSINESS OPERATION

Tenant shall use and occupy the Premises only for the Use indicated on the Terms Page and shall conduct its affairs and business under Tenant’s Operating Name indicated on the Terms Page.

Tenant agrees to open the entire Premises for business on the Commencement Date and thereafter during the Term of this Lease continuously use all of the Premises for the use stated in this Lease, carrying on therein Tenant’s business undertaking diligently. Tenant shall maintain on the Premises a substantial stock of goods and equipment to assure successful operation of Tenant’s business. Tenant shall keep all of the Premises open and available for business activity therein on such days and during such hours as from time to time are reasonably determined by Landlord to be consistent with the days and hours of other tenants in the Shopping Center except when prevented by strikes, fire, casualty or other cause beyond Tenant’s reasonable control. No auction, fire or bankruptcy sales may be conducted in the Premises without the prior written consent of Landlord. Tenant shall not divert elsewhere any trade, commerce or business which ordinarily would be transacted by Tenant in or from the Premises. Without the prior written consent of the Landlord, Tenant shall not at any time conduct on the Premises the type of business which is commonly referred to as a “second hand” store, army, navy or governmental “surplus” store. During the Term of this Lease, neither Tenant nor any person, firm or corporation with which it is affiliated or which are controlled by it or which it controls shall conduct the same or similar business within a radius of two (2) miles from the outside boundary of the Shopping Center.

18. INSPECTION AND ACCESS TO PREMISES

Landlord expressly reserves the following rights:

(a) To enter the Premises at reasonable times to examine, or to make such repairs, additions or alterations as it may deem necessary for the safety, improvement or preservation thereof, or of the building which the Premises

are located, but Landlord assumes no obligation to make repairs to said Premises or said building other than as expressly stated in this Lease;

(b) To enter the Premises to show said Premises to prospective purchasers, mortgagees or tenants, and display a notice or “for rent” sign at any time within six (6) months prior to the expiration or sooner termination of this Lease, and to maintain the same as placed; and

(c) During or after the time Tenant should abandon or vacate the Premises or otherwise default hereunder, to enter and decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy. The exercise of any reserved right by Landlord shall never be deemed an eviction or disturbance of Tenant’s use and possession of the Premises and shall never render Landlord liable in any manner to Tenant or to any other person. Tenant shall permit Landlord and its designees to erect, use, maintain and repair, conduits, plumbing, vents, wires and equipment into and through the Premises. All such work and installations shall be done, so far as practical, so as not to unreasonably interfere with Tenant’s use of the Premises.

19. DEFAULT

The following events shall be deemed to be events of default by Tenant under this Lease:

(1) Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of Minimum Rent or Percentage Rent hereby reserved or any other amount treated as Additional Rent hereunder, or any other payment or reimbursement to Landlord required herein, and such failure shall continue for a period of ten (10) days from the date such payment was due.

(2) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than failing to pay when due any sum of money due to Landlord hereunder, and shall not cure such failure within thirty (30) days (forthwith, if the failure involves a hazardous condition) after written notice thereof to Tenant.

(3) Tenant shall become insolvent, make a transfer in fraud of creditors, admit in writing its inability to pay its debts generally as they become due or shall make an assignment for the benefit of creditors.

(4) Tenant shall file a petition under the federal bankruptcy laws, or under any similar law or statute of the United States or any state thereto; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(5) A receiver or Trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant.

(6) Tenant shall; desert or vacate all or any portion of the Premises, or fail to take possession and open for business within the time required by this Lease.

(7) Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant’s right to possession only.

(8) Tenant shall do or permit to be done anything which creates a lien, levy or judgment upon the Premises.

(9) Tenant shall understate the gross sales by more than two percent (2%) under the provisions of Paragraph FOUR (c) hereof.

(10) Tenant does not pay its pro rate share of utility bills as outlined in Section 3, Exhibit “A”, Special Stipulations.

Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

A. Terminate this Lease, or terminate Tenant’s right to possession only without terminating this Lease, in either of which events Tenant shall immediately surrender the Premises to Landlord.

B. Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damage therefore, and if Landlord so elects, relet the Premises on such terms as Landlord may deem advisable and received the rent therefore; and Tenant agrees to pay to Landlord on demand the amounts of all loss and damage which Landlord may suffer by reason of any termination, including any deficiency that may arise by reason of such reletting or inability to rent.

C. Do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses including reasonable attorneys’ fees which Landlord may incur in this effecting compliance with Tenant’s obligations under this Lease, and Tenant further agrees that the Landlord shall not be liable for any damages resulting to the Tenant for such actions as are permitted under this Paragraph, unless caused by the negligence of Landlord.

In addition to the above, Tenant agrees that in the event of a default and upon ten (10) business days from receipt of notice from Landlord, to deliver to Landlord a complete and accurate record of all Gross Sales, and all revenue derived from the business conducted at, in, from and upon the Premises, including but not limited to sales tax reports, business and occupational tax reports for the term of this Standard Form Shopping Center Lease and any renewals thereof.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. In determining the amount of loss or damage which Landlord may suffer by reason of any termination of this Lease or of the deficiency arising by reason of any reletting of the Premises by Landlord as

above provided, allowance shall be made for the expense of repossession and any repairs or remodeling undertaken by Landlord following repossession.

20. LANDLORD’S LIEN

Landlord shall have at all times a valid lien, for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Premises without liability for trespass or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale, at which Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord. Any surplus shall be paid to Tenant and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of chattel mortgages or in any other form provided by law. The statutory lien for rent is not hereby waived,, the express contractual lien herein granted being in addition and supplementary thereto.

21. REMOVAL OF FIXTURES

Tenant agrees that it will repair any damage done to the Premises by the installation and/or removal of its trade fixtures and signs, and upon failure of the Tenant to do so promptly at the end of the Term, Tenant agrees to pay Landlord any cost incurred by Landlord in making such repairs.

22. RIGHT TO CURE TENANT’S DEFAULT

If Tenant defaults under this Lease, Landlord may, at its option, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default for the account of Tenant. If Landlord shall institute an action or summary proceeding against the Tenant based upon such default, or if Landlord shall cure such default or defaults for the account of Tenant, then Tenant will pay all costs and expenses incurred by Landlord in curing such default including reasonable attorneys’ fees, which sum, together with interest at Landlord’s Interest Rate, shall be due and payable on demand, and shall be deemed to be additional rent. Landlord shall not be responsible for any loss or damage resulting in any manner by reason of its undertaking any acts in accordance with the provisions of this Lease.

23. WAIVERS

The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants or agreements in this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach of any covenant or agreement hereof, nor construed as an accord and satisfaction, compromise or waiver of such default and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

24. SUBORDINATION AND ATTORNMEN ESTOPPEL STATEMENT

Tenant agrees that this Lease shall be subordinate to any ground or underlying leases and to any mortgage now or hereafter encumbering the Shopping Center land or buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This shall be self-operative and no further instrument of subordination need be required by any ground or underlying lessor or by any mortgagee. Tenant shall from time to time on the request from the Landlord or of any other party in interest, execute and deliver any document or instrument to effectuate any subordination. If tenant fails to execute and deliver any such document or instrument, Tenant irrevocable constitutes and appoints the Landlord at Tenant’s special Attorney-In-Fact, to execute and deliver any such document or instrument.

If any mortgagee elects to have this Lease superior to its Mortgage, then this Lease shall be superior upon notice by Landlord to Tenant.

Within ten (10) days after request therefore by Landlord, Tenant agrees to execute and deliver in recordable form, an estoppel certificate to any mortgagee or proposed mortgagee or purchaser or to Landlord certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, that the same is in full force and effect as modified and stating the modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Tenant; and stating the date to which rentals and other charges are paid. Such certificate shall also include such other information as may be reasonably required by any mortgagee or purchaser. The failure of Tenant to deliver any such certificate within ten (10) days shall be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as may be represented by Landlord. If Tenant fails to deliver such an estoppel certificate within the said ten (10) days, Tenant hereby irrevocably constitutes and appoints the Landlord as its special Attorney-In-Fact to execute and deliver the certificate as required.

Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Premises, attorn to the purchaser at any such foreclosure sale, and recognize such purchaser as the Landlord under this Lease.

25. MERCHANT’S ASSOCIATION

INTENTIONALLY DELETED

26. SECURITY DEPOSIT

NONE.

27. TAXES

Landlord shall pay the Real Estate Taxes assessed against the Shopping Center and Tenant shall reimburse Landlord for such expenditures in the same manner as provided for Operating Expenses as provided in Paragraph THIRTY-THREE hereof.

Tenant shall pay all taxes assessed against this Lease or the rental payable hereunder (including without limitation any sales tax, rent tax or excise tax levied by any State or the Federal government or any political subdivision thereof) and all personal property taxes, provided however, that Tenant shall not be required to pay any Municipal, State or Federal income taxes assessed against Landlord.

28. LAY-OUT OF SHOPPING CENTER

This Lease confers on Tenant no rights, either with regard to the subsurface of the land below the ground level of the Shopping Center building in which the Premises are located, or with regard to air space above the ceiling of the Shopping Center building in which the Premises are located. Reference herein to the Site Plan setting forth the general lay-out of the Shopping Center buildings, parking areas, and other improvements shall not be deemed to be a warranty or representation that such plan will not be altered from time to time. Landlord specifically reserves the right, both prior and subsequent to the Commencement Date, to erect multi-deck parking facilities in the Shopping Center and to make changes, additions and eliminations in and to the Site Plan and the proposed or completed building, and Common Areas in the Shopping Center. Landlord at all times during the Term hereof reserves the right to use and encroach upon the Common Areas so as to accommodate future construction activities in the Shopping Center and Tenant shall have no right or claim against the Landlord, provided that such use or encroachment does not impinge any State, Federal or local rule, ordinance or regulation. Landlord reserves the right to change the name, number or designation by which the Shopping Center is commonly known.

29. ENTIRE AGREEMENT NOTICES

Tenant agrees that Landlord has not made any statement, promise, or agreement or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligation of Landlord shall be implied in addition to the obligations herein expressed.

Any notice required or permitted to be given under this Lease shall be in writing and shall be sent by certified mail, return receipt requested, addressed to the party to be served at the address shown on the Terms Page or to such other address as either Landlord or Tenant shall designate in the manner set forth for the giving of notice. Any notice required to be given by Tenant to Landlord to be effective hereunder shall also be given in writing by certified mail to each mortgagee, ground lessee or underlying lessee of Landlord's estate provided that Tenant shall have previously received written notice of the name and address of any such mortgagee, ground lessee or underlying lessee. A mortgagee, ground lessee or underlying lessee shall have the same rights to cure any default that Landlord has under the Terms of this Lease. Time is of the essence of this Lease and each and every provision hereof.

30. LANDLORD'S LIABILITY

The term "Landlord" as used in this Lease means only the owner for the time being of the building in which the Premises are located. Landlord shall be under no personal liability with respect to any of the provisions of this Lease and if Landlord is in default with respect to its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms of this Lease shall in no event exceed its equity interest in the Premises.

31. SURRENDER OF PREMISES

Upon the expiration of the Term hereof, Tenant shall surrender the Premises to Landlord broom clean and in as good order and condition as at the Commencement Date (except for ordinary wear and tear and damage by fire or other casualties, or causes beyond Tenant's control). Landlord may, at its option, require the Tenant at the latter's expense to remove all alterations, improvements and additions and to restore the Premises to the condition they were in when originally delivered to Tenant, save ordinary wear and tear. In the event Tenant continues to occupy the Premises after the expiration of the Term, without being given or being entitled to a renewal or new lease, such occupancy shall be considered a tenancy from month-to-month at a monthly rental equal to the rent payment due for the last month of the Lease Term. This provision shall not give Tenant any right to continue occupancy following the expiration of this Lease except with the prior written consent of Landlord. Tenant shall be liable to Landlord for all damages occasioned by such holding over, including claims by any succeeding occupant of the Premises for such delay.

32. SUBMISSION OF LEASE

The submission of this Lease for examination does not constitute an offer to lease, and this Lease shall be effective only on execution hereby by Landlord and Tenant. Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord the Security Deposit and any other sum owed Landlord pursuant hereto.

The parties agree that the Real Estate Brokers Due Commission named on the Terms Page are the sole brokers or agents who procured this Lease and Landlord agrees to pay the commission due in accordance with the broker's agreement with Landlord. Tenant warrants that it has not engaged the services of any other broker or agent and Tenant indemnifies and holds Landlord harmless from any and all losses, liability, costs or expenses (including attorneys' fees) incurred as a result of any breach of the foregoing warranty.

33. PROVISIONAL OPERATION EXPENSES.

INTENTIONALLY DELETED

34. RELOCATION OF TENANT

INTENTIONALLY DELETED

35. HAZARDOUS MATERIAL

- (a) Tenant shall not store, dispose, or bring on or about the Premises any hazardous waste, contaminants, oil, gasoline, radioactive or other materials the removal of which is required or the maintenance of which, or exposure to which is prohibited, limited, regulated or penalized by any local, state or federal agency, authority or governmental unit, or which, even if not so regulated, poses a hazard to the health and safety of the occupants of the Shopping Center or of property adjacent to the Shopping Center.
- (b) In the event Tenant or its agents bring such materials or permit the same to be brought onto the Premises or any Common Areas of the Shopping Center, Tenant shall cause the same to be immediately removed, and Tenant's obligation to so remove shall survive this Lease and shall inure to the benefit of any purchaser of, or successor in title to, the Shopping Center.
- (c) Tenant shall promptly notify Landlord of any violation of this Paragraph THIRTY-FIVE of which Tenant has actual knowledge, it being understood that the provisions hereof are intended to ensure the economic and physical well-being of all concerned.

36. GROSS SALES REPORTING

INTENTIONALLY DELETED

37. MISCELLANEOUS

- (a) Tenant shall pay reasonable attorneys' fees of Landlord in the event Landlord is required to use the services of an attorney for the enforcement against Tenant of any of the terms, covenants and/or provisions hereof.
- (b) Each of Tenant's covenants herein is a condition and the strict performance of each provision of this Lease shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.
- (c) Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way effect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease shall in all respects be governed by the laws of the state in which the Shopping Center is located.
- (d) Except as otherwise provided in Paragraph NINE, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, executors, administrators, successors and assigns.
- (e) The paragraph and subparagraph captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one tenant, the obligations herein imposed upon Tenant shall be joint and several.
- (f) This Lease shall create the relationship Lessor and Lessee between Landlord and Tenant; no estate in land shall pass out of Landlord, Tenant having a usufruct right only, and this Lease shall not be subject to levy and/or sale and shall not be assignable by Tenant except as provided in Paragraph NINE hereof.
- (g) This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest.
- (h) It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party or cause either party or cause either party to be responsible in any way for the debts or obligations of the other party.
- (i) Neither the Landlord nor Tenant shall record this Lease or a short form memorandum hereof without the prior written consent of the other party, and the party offering the same for recording shall pay all charges and taxes incident thereto.

(Signatures on following page)

IN WITNESS WHEREOF, this lease has been duly executed by the parties hereto as of the Date of the Lease as indicated on the Terms Page.

AS TO THE LANDLORD:

KLRN LLC, a Georgia Limited Liability Company

BY: _____

PRINT: _____

ITS:_____

AS TO TENANT:

Nihan, Inc.

BY: _____

PRINT: _____

ITS: _____

EXHIBIT “A”
SPECIAL STIPULATIONS
RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Demised Premises, including loading of goods, shall be made only by way of the rear of the Demised Premises or at any other location designated by Landlord, and only at such times designated for such purpose by Landlord.
2. Garbage and refuse shall be placed in containers at the location designated and at times specified for collection. No garbage shall be left outside the Demised Premises. If there are any additional cleanup charges for Tenant’s garbage or other items left by Tenant outside the Demised Premises, such costs shall be invoiced to Tenant and must be paid upon receipt. All cardboard is to be broken down and flattened before being placed in its appropriate container. No cardboard shall be left outside the specified container for public use or collection. If no room is available in the specified container, all trash must remain inside the Demised Premises. Any violation of this clause shall be construed as a default of this Lease Agreement.

In the event you are using a dumpster you have not arranged for, you are required to reimburse the responsible Tenant for your usage. In the event Landlord elects to be responsible for the refuse removal, Landlord will determine the percentage of usage per business and pay for any services needed to keep the Shopping Center in broom clean condition. Tenant shall reimburse Landlord its specified percentage of usage through Common Area Maintenance.
3. No radio, television, phonograph, cable dishes or other similar devices or aerials attached thereto (inside or outside) shall be installed without first obtaining, in each instance, prior written consent from Landlord; if such consent is given, no such device shall be used in a manner so as to be heard or seen outside of the Demised Premises. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants, their officers, agents, customers or invitees to the Shopping Center.
4. No storage containers, tanks, kegs, etc. shall be installed on the exterior of the Demised Premises without prior written approval of Landlord.
5. The outside (front and rear) of the Demised Premises is expected to be kept in “BROOM CLEAN” condition. This includes keeping mops, mop basins, storage racks, etc. in the interior of the Demised Premises. In the event any perishable items are found outside the specified containers, Landlord reserves the right to clean said items and invoice Tenant for work performed. Tenant shall reimburse Landlord for such expense upon receipt. Noncompliance shall be construed as a default of this Lease Agreement.
6. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in the pipes and fixtures.
7. The outside areas immediately adjoining the Demised Premises shall be kept clean and free from any obstructions (including but not limited to Lottery signs, for hire signs, merchandise, sale signs, etc.) in such areas.
8. Tenant shall not use the public or common areas in the Shopping Center for business purposes (including but not limited to flyers, etc.).
9. Tenant and its employees shall park their cars only in the portions of the parking area designated by Landlord.
10. Plumbing facilities shall not be used for any purpose other than that for which they are constructed; no foreign substances of any kind shall be deposited therein.
11. Tenant shall use, at Tenant’s cost, a pest extermination contractor at such intervals as may be required.
12. Tenant shall not burn trash or garbage in or about the Demised Premises, the Shopping Center or within a one mile radius of the Shopping Center.
13. Tenant shall not place, suffer or permit displays, decorations or shopping carts on the sidewalk in front of the Demised Premises or upon any portion of the common areas of the Shopping Center without prior written consent of Landlord.
14. Tenant shall not penetrate the roof structure, store front or rear, columns or any area on the exterior of the Shopping Center for any reason without prior written consent of the Landlord. Any damages incurred shall be the full responsibility of Tenant. Tenant must reimburse Landlord for any charges to correct said situation upon receipt of invoice.
15. Banners, balloons, flats, “real estate” type advertising, “for hire” signs, trailer signs, etc. are prohibited and will be immediately discarded if found on the building or Shopping Center property without prior written consent of Landlord. Any damages that may arise as a result of the installation or removal of these items will be repaired by Landlord and such costs shall be invoiced to Tenant and must be paid upon receipt.
16. Landlord may amend or add new rules and regulations for the use and care of the Demised Premises, the buildings of which the Demised Premises are a part, the common areas or the Shopping Center in general.



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

ADDED TO THE MARCH 4, 2025 PRE-COMMISSION AGENDA

Business Information

Business Name: MACON BP MART 786 LLC
 Business Type: LLC

Address Information

Location Address: 5594 HOUSTON RD MACON GA 31216-5710

Alcohol License Information

License Type: Retail
 Start Date: 01-11-2025
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

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

Licensee Information

Licensee Type: Individual
 Licensee Name: GILANI, ASIF

Additional Information

Primary NAICS: 457110

Officers	Officer or Responsible Party
GILANI, ASIF	Both
GILANI, ASIF	Both



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 993550554 State Tax ID #: 20299422930

Business Name: Macon BPMart 786 LLC Corporate and Trade Name: _____

Local Business Address: 5594 Houston Rd Macon GA - 31216
(P.O. Box Not Allowed) City State Zip

Mailing Address: 5594 Houston Rd Macon GA 31216
(City State Zip)

Local Business Phone #: 501-712-6874 Email Address: Asifgilani@yahoo.com

Contact Person: Asif gilani Contact Phone #: 501-712-6874
(Macon foodmart 786 @ Gmail.com)

AGENT

Agent's Name: Asif Gilani Agent's Title: owner

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

Home Address: 5235 Bowman Rd City: Macon State: GA Zip: 31210

Home Phone #: 501 712 6874 Email: Same

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

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Asif gilani Title: OWNER

Home Address: 5235 Bowman Rd City: Macon State: GA Zip: 31210

Home Phone #: 501-712-6874 Email: Asifgilani@yahoo.com

Mailing Address: 5235 Bowman Rd City: Macon State: GA Zip: 31210

AP-1805

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>ASIF AKBARGILANI</u>			
Home Address: <u>5235 BOWMAN RD MACON GA 31210 AP 180</u>			
Sex	Race	Date of Birth	Social Security Number
<u>Male</u>	<u>Asian</u>		

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

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

Signature



Date

01-08-25

*****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.

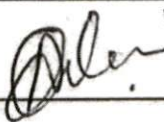
Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

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.

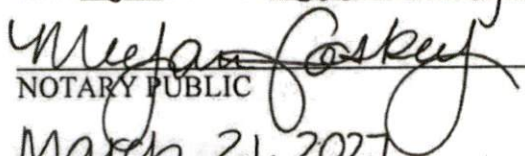
Business Name: Macon BP Mort 786 LLC

Printed Name of Applicant: Asif Gilani

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 8 DAY OF January, 2025.


 NOTARY PUBLIC
March 21, 2027
 MY COMMISSION EXPIRES



Case Result | Case Status: Status Returned

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Conditional Resident - Employment Authorized

Applicant is a non-national of the U.S. who has been granted permanent resident status on a conditional basis. They are allowed to live and work in the United States as a permanent resident, but they will need to apply to remove the conditions of their status within two years of issuance of their permanent resident status. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. You will need to follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification
Number: 0025008181956QT
Class of Admission (COA) Code: CR6
Date Admitted To: INDEFINITE
Employment Authorization Document (EAD) Expiration Date: 03/21/2025

Agency Submitted Details

Full Name: asif a gilani
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 01/08/2025
Initiated By: IHAL0956
Point of Contact Name: Ian Hall
Point of Contact Phone Number: (478) 310-2173
Requested Benefits: Occup. Tax Cert.
Attached Document: No

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Browser Support](#) [Plug-ins](#) [Site Map](#) [V37.1 ICA](#) [V38 ICA - Draft](#)



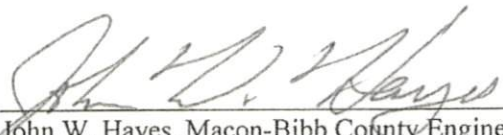
MEASUREMENT FORM

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

APPLICANT: ASIF A GILANI
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 5594 HOUSTON RD.
BUSINESS NAME: MACON BP MART 786 LLC.

To Be Completed by County Engineer

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

By: 
John W. Hayes, Macon-Bibb County Engineer
Date: 1/27/25

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

9,650' — Macon BP Mart 786 LLC
#5594 Houston Road
SCHOOL GROUND property line
Heard Elementary
10,400' — SCHOOL BUILDING
Heard Elementary
22,100' — COLLEGE CAMPUS property line
Central Georgia Technical College
31,850' — ALCOHOLIC TREATMENT CENTER building
River Edge - Fulton Mill Road
9,650' — PUBLIC LIBRARY or BRANCH building
Langford Library
14,900' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Bloomfield Way
1,150' — CHURCH (building)
Victory Baptist Church
1,000' — CHURCH GROUNDS
Victory Baptist Church
15,200' — M-B COUNTY RECREATION CENTER property
South Bibb Recreation Center
N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

Applicant self-identifies as a:
"Gas Station"

OK!
Paul J. Hoinowski
January 27, 2025

McClatchy

The Beaufort Gazette
The Belleville News Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Readenton 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 San 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
123073	619909	Print Legal Ad-IPL02083460 - IPL0208346		\$46.36	1	28 L

Attention: Asif Gilani
Macon BP Mart 786 llc

Asifgilani_110@yahoo.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the December 22, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Macon BP Mart 786 llc, 5594 Houston Rd Macon GA 31216. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This December 15, 2024, Asif gilani,
Applicant
IPL0208346
Dec 15,22 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:
12/15/24, 12/22/24

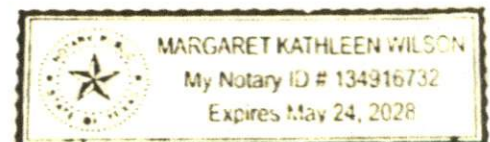
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 8th day of
January in the year of 2025

Margaret K. Wilson

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



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



Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-1646	PERMIT TYPE: Permitted Use	DATE ISSUED: 08/29/2024
PARCEL NO: O120-0371	ZONING DISTRICT: ☐ C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Asif Gilani Macon BP Mart 786 LLC	
PROPOSED USE:	Change of ownership Convenience Store with Fuel Sales and Alcohol PTG	
ADDRESS OF PROPOSED USE:	5594 HOUSTON RD	
PROPERTY OWNER'S NAME:	SUPRA HOLDINGS LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2021-0638, approval is granted to change ownership for an existing convenience store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 08/29/2024

APPROVED BY: *Julie Grinn*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	MACON BP MART 786 LLC	Control Number:	24117186
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Retail Trade	NAICS Sub Code:	Gasoline Stations with Convenience Stores
Principal Office Address:	5594 HOUSTON ROAD, MACON, GA, 31216, USA	Date of Formation / Registration Date:	6/13/2024
State of Formation:	Georgia	Last Annual Registration Year:	2024

REGISTERED AGENT INFORMATION

Registered Agent Name: **ASIF GILANI**
Physical Address: **6115 ABBOTTS BRIDGE RD, APT 112, DULUTH, GA, 30097, USA**
County: **Fulton**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: Food (BP) Macon Mart Name of Corporation: Macon BPMart 786 LLC

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

Individual:

Name and Title: Asif Gilani Owner Telephone Number: 501-712-6874

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

Residential Street Address: 5235 Bowman Rd Macon GA 31210 AP

Mailing Address: 5235 Bowman Rd Macon GA 31210 (City State Zip) AP-1805 (1805)

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: 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: Asif Gilani Last Name: Gilani
Home Address: 5235 ~~Macon~~ Bowman Rd City: Macon State: GA Zip: 31210
AP-1805
Home Phone #: 501-712-6874 Email: Asifgilani-110@yahoo.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 5235 Bowman Rd City: Macon State: GA Zip: 31210
AP-1805

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

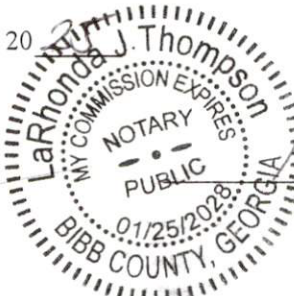
I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature] 01-08-25
Applicant's Signature Date

I hereby certify that _____ 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 8 day of Jan, 2020

[Signature]
Notary Public



25-2028
My Commission Expires

Rev. 7/2021



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

ASIF GILANI

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-01-10

Serial No.

cert_mns1w2qx





Asif Gilani



AH001506

ALCOHOL HANDLER

EXP: 12/31/2025

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter referenced as "Lease"), is made effective the 12th day of June, 2024, by and between **SUPRA HOLDINGS, LLC**, a Georgia limited liability company (hereinafter referenced as "Landlord") and **MACON BP MART 786 LLC** (hereinafter referenced as "Tenant").

WITNESSETH

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

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations contained herein, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the c-store / gas station and improvements, only, located at **5594 Houston Rd, Macon, GA 31216** and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Premises") together with the subject to the provisions hereinafter provided.

2. **Term of Lease.** The term of this Lease shall commence July 1st, 2024 unless sooner terminated as hereinafter provided, and shall run for one hundred and twenty (120) months (the "Initial Term"). The rentals payable during the time of the Term shall be as set forth below.

3. **Rental and Late Fees.**

3.1 **Rental.** Tenant agrees to cooperate to establish payment arrangements and to pay Landlord, by electronic funds transfer ("EFT") payments, or by such other means designated by Landlord in writing to Tenant, promptly on or before the first (1st) day of each month, in advance, rent as follows:

- | | | |
|----|---|--------------|
| a. | July 2024 – September 2024 | \$0.00; |
| b. | October 2024 – September 2025 | \$8,500.00; |
| c. | October 2025 – December 2026 | \$10,500.00; |
| d. | January 2027 and each year thereafter the rental shall increase 5%. | |

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

3.3 **Late Fees.** Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all amounts due, without deduction, setoff, abatement, counterclaim or defense. If any amount due is not received by Landlord on or before five (5) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. If any check, draft or money order presented by Tenant to Landlord in payment of rent or other sums due hereunder is dishonored by the bank and returned, whether for insufficient funds or otherwise, then for each such occurrence Tenant shall pay to Landlord an additional sum equal to One Hundred and Fifty Dollars (\$150). The above amounts shall be payable in addition to all other amounts which may be due by Tenant hereunder, and the Landlord's rights thereto shall be in addition to all other remedies it may have hereunder.

Landlord Initials LC~C

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Tenant Initials:

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4. **Utilities, Taxes and Other Amounts.** It is the intent of the parties to create a true "triple net" lease to Landlord. Tenant's share of all expenses shall be 100% ("Tenant's Share").

4.1 **Utilities & Common Area Maintenance (CAM).** Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, and telephone, for the Premises. Tenant shall also bear and pay all charges for garbage collection services, general landscaping & irrigation services, or other sanitary services rendered to the leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, whether or not the Tenant bears them, Landlord may pay same and such payment may be added to the rent next due plus an administrative charge of One Hundred and Fifty Dollars (\$150.00).

4.2 **Taxes.** Tenant shall pay all taxes relating to the entire property. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, management, repair or replacement of the premises, any appurtenance thereto or any property, fixtures or equipment thereon. In the event of a sale, all Taxes will be settled by the Tenant at closing. Tenant shall pay monthly, as additional rent, one-twelfth (1/12th) of Tenant's Share (100%) of the estimated annual amount of the real estate ad valorem Taxes. Tenant shall also bear and pay 100% of the personal property ad valorem taxes and any other taxes related to its business. In the event Tenant does not make any tax payments required hereunder, Tenant shall be in default of this Lease.

4.3 **Premises Insurance.** Landlord shall at all times during the Term of this Lease procure and maintain in full force and effect an All-Risk Property Insurance Policy on the entire property, which shall include flood insurance, and on all improvements constructed thereon and any additions or alterations thereto or replacements thereof, inclusive of the petroleum equipment, gasoline pumps, fuel canopy, and branded LED sign. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any Landlord lender in accordance with their respective interests therein. Tenant shall pay for such expense of said insurance. Tenant shall pay monthly, as additional rent, one-twelfth (1/12th) of Tenant's Share (100%) of the cost of such insurance.

4.4 **Common Area Expenses.** Tenant shall pay to Landlord, as additional rent, during the Term of this Lease, Tenant's Share (100%) of all CAM Costs of the entire property. The term "CAM Costs" shall include, without limitation, the costs of repairing, replacement and resurfacing all parking facilities, lots and driveways, costs of repair and replacement of all lighting, roof membranes and fuel canopy, landscaping and garbage collection charges or other sanitary services.

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

6. **Operation of the Premises.** This Lease is intended to be a true "triple net lease". Tenant shall: (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other

Landlord Initials

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Tenant Initials:

debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; and (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business with fully stocked, industry standard, inventory (6) maintaining all business and alcohol license; and (7) assisting in the transferring of licenses

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. Absence from the Premises for more than 24 hours, even if Rent is being paid, shall be considered abandonment. None of the equipment owned by Landlord shall be removed from the Premises.

8. **Repairs and Maintenance.**

8.1 *Repairs and Maintenance by Tenant.* Landlord shall be under no obligation to inspect the Premises. Tenant acknowledges that Tenant has been in possession of the Premises and accepts the same in their present condition as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises and the common areas, and all equipment, fixtures and other improvements located upon the Premises. Tenant also agrees to care for the roof and shall be responsible for roof repairs. Landlord shall not be responsible for repairs to the foundation and exterior walls. Tenant agrees to return the Premises and all equipment, fixtures and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good as condition and repair as when first received, natural wear and tear and acts of God excepted. Tenant understands that Tenant is responsible for any replacement and upgrade to any equipment upon the Premises and any related costs and/or expenses shall be borne by Tenant, however, all upgraded and repaired equipment shall become the Landlord's property at the expiration or termination of this Agreement.

8.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises or property including the fuel canopy, petroleum storage system, equipment, fixtures or other improvements located thereon whatsoever, except as specifically provided above.

8.3 *GUST Fund.* Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease. Further, Tenant agrees to participate in the GUST Trust Fund and take all actions necessary to maintain eligibility there under. Tenant shall be liable for the deductible under the GUST Trust Fund, and any and all expenses related to assessment or remediation for any releases following the commencement date and during the Term.

8.4 *Record Keeping.* Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection and all other compliance records needed by EPD, as well as all financial records pertaining to the business including but not limited to all sales and sales tax reports. Tenant shall maintain such records for a minimum of three (3) years.

9. **Environmental/Soil Compliance.** Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises, including all of the requirements pertaining to leak detection and other regulatory compliance issues associated with the use

Landlord Initials *LC*

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Tenant Initials: *DM*

of the underground storage tanks. Tenant shall employ and pay for AA Petroleum Testing Services of Georgia or a similar company to assure ongoing UST and GUST compliance. All environmental records shall be transferred by the Tenant to the any tenant at closing so there is no discontinuity in record keeping.

10. **Destruction of or Damage to Premises.** Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by fire or other casualty, and Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises. Notwithstanding the foregoing, in the event that: (i) the building in which the Premises is located shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance; (ii) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction; or (iii) there shall be less than two (2) years remaining in the then existing Term, or any extension or renewal thereof, then, in any of such events, Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within ninety (90) days after the occurrence of such casualty. Landlord's obligation to rebuild and repair the Premises under this paragraph shall in any event be limited to restoring the Premises to substantially the same condition as existed prior to the casualty and not to any of Tenant's improvements or alterations. Tenant agrees that promptly after the completion of such work by Landlord, Tenant will use its best efforts, at its sole cost and expense, to restore Tenant's improvements or alterations to substantially the same condition as existed prior to the casualty. Tenant hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

11. **Indemnification of Landlord Against Loss or Claim.** For and during the Term of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$2,000,000.00 single limit coverage for each accident or occurrence, and not less than \$500,000.00 for property damage. Said policy shall include any "dram shop" or liquor liability coverage in the event Tenant sells alcoholic beverages at the Premises. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected to, or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. In addition, Tenant shall maintain Workers Compensation coverage and all other coverage required by contract, regulation or law.

12. **Governmental Orders.** Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

13. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then, in either of said events the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between

Landlord Initials _____

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Tenant Initials: DM

Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

14. **Assignment and Subletting.** Tenant accepts the existing leases in place and acknowledges that Tenant shall not have the right to sublet the Premises or open spaces without the prior written consent of Landlord. Tenant shall not assign, enter into a business management agreement, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord. Any transfer or assignment of more than five percent (5%), cumulatively, of the ownership interest in Tenant shall be a "transfer". No such transfer or assignment shall be allowed without the prior written consent of Landlord which may be withheld at Landlord's discretion. If any assignment is permitted, Tenant agrees to pay Landlord a sum equal to Three Thousand Dollars (\$3,000.00) as an assignment fee.

15. **Default.** It is agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved, and fails to cure the rental default within ten (10) days of written notice, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, and fails to cure such event(s) of default within fifteen (15) days of written notice; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced, or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; Landlord, at its option, may: (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorney's fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency upon demand by Landlord therefore; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder. In no event shall Landlord have to provide notice of default and right to cure more than one (1) time in any 12-month period.

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

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

Landlord Initials

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Tenant Initials:

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

18. **Service of Notice.** Any notices to Tenant required under this Lease, shall be sent by certified mail or overnight delivery to the Premises. Any notices to Landlord required under this Lease shall be sent by certified mail or overnight delivery to 470 Pendleton Trail, Tyrone, GA 30290 with a required copy to 1550 North Brown Road, Suite 130, Lawrenceville, GA 30043.

19. **Security Deposit.** As security for Tenant's prompt and full payment of the rent, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord \$0.00, at the effective date of this Lease. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event the Tenant bounces or fails to pay multiple rents, the Landlord, at their discretion, shall have the right to increase the Security Deposit to an amount no less than two times the Rent amount. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Lease; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration or earlier termination of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit.

20. **No Waiver of Rights.** All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Each party has had the opportunity to be represented by counsel and negotiate this Lease. This Lease shall not be interpreted against either party as drafter. Tenant has had the ability to conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.

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

22. **Alterations.** Tenant shall not make any alterations, additions, or improvements to the

Landlord Initials

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Tenant Initials:

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Premises costing greater than \$5,000.00, without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

23. **Attorney's Fees.** In the event of litigation arising out of this Lease, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs associated therewith.

24. **Legality of Agreement.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

25. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be enforceable as an original.

26. **Entire Agreement.** This Lease represents the complete understanding between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Lease may be amended only by a written instrument signed by both parties. No requirement, obligation, remedy, or provision of this Lease shall have been deemed to have been waived, unless so waived expressly in writing.

27. **Successors and Assigns.** This Lease and all warranties, representations, and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assignees, where the contract requires or permits.

28. **Choice of Law/Venue.** This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Gwinnett County, State of Georgia.

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

29.1 **Supply Agreement.** It is acknowledged and agreed that Tenant shall be required to enter into a petroleum products supply agreement with Cary Oil, or a supplier of Landlord's choice (the "Fuel Supplier"), for the entire term of the Lease. Tenant shall pay a fuel deposit as required by the Fuel Supplier. Landlord may extend fuel supply agreement prior to its completion, which Tenant shall sign. Tenant shall not sign any fuel supply documents without the prior written consent of Landlord. Any default in the supply agreement or the removal of the BP brand flag shall result in a default of this Lease. Tenant acknowledges that if Landlord is obligated to return any incentives obtained from Fuel Supplier, Tenant shall be liable for the amounts to the Landlord and shall make payment to Landlord upon demand.

Landlord Initials LC

7/13

Tenant Initials: AM

Tenant also agrees that if the Landlord loses any future rebate or incentive that in the regular course of business expects to receive, either upfront monies or backend rebates distributed by Fuel Supplier, Tenant shall be liable for the amounts to the Landlord and shall make full payment to Landlord upon demand. It is understood that Tenant shall not encumber the land in any way.

29.2 *Guaranty.* It is acknowledged and agreed that this Lease shall be personally guaranteed by *ASIF GILANI*, pursuant to the Guaranty of Lease on forms attached hereto as Exhibit B.

29.3 *Landlord Equipment.* Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including but not limited to all storage tanks, pumps, dispensers, piping, signage and self-service equipment, heating and cooling systems, walk-in coolers, merchandise gondolas and electronic monitoring equipment, all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant.

29.4 *Lease termination.* Tenant specifically acknowledges and further agrees that in the event this Lease is terminated, any of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed in accordance with the other provisions of this Lease within twenty-four (24) hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expenses that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve or release Tenant from its responsibility to repair all damage to any of the Premises caused by removal of fixtures.

29.5 *Repairs.* Tenant accepts the Premises in "AS IS, WITHOUT WARRANTY" condition.

29.6 *Right to Operate Business.* For the rights granted hereunder, Tenant shall pay to Landlord **TWO HUNDRED THOUSAND DOLLARS AND NO/100 (U.S. \$200,000.00)**, of which **ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO/100 (U.S. \$125,000.00)** shall be paid to Landlord in cash or its equivalent upon execution of this Lease, and **SEVENTY FIVE THOUSAND DOLLARS AND NO/100 (U.S. \$75,000.00)** shall be paid to the Landlord in cash or its equivalent within five (5) days of a Certificate of Occupancy issued for the Premises by Macon-Bibb County. All monies paid shall be deemed non-refundable immediately. Failure to pay any monies owed shall result in a default, however, the monies shall continue to be owed to the Landlord.

29.7 *Records and business recapture by Landlord.* Tenant agrees that Landlord may market the property for sale and that it is material to this Lease that Tenant make available to Landlord or other parties interested in the property all sales, sales taxes reports, z-tapes, financials, access to watch operations, cooperate with Landlord and enter into agreements or take such other actions as necessary to assist Landlord in finding a Buyer for the Property of which the Premises is part. It is agreed that in the event that Landlord desire to terminate this Lease at any point during the Term, the Tenant shall be provided sixty (60) days' notice to vacate whereupon that Tenant agrees as its sole remedy to be paid the following on the date Tenant vacates the Premises: a) An amount equal to the unamortized portion of the amount paid in 29.6 above, calculated as follows: $\text{Unamortized portion} = (\text{Amount paid under Section 29.6} / \text{Term of lease in years}) * (\text{Number of years remaining in lease term})$ and b) The amount of inventory at cost to be sold to Buyer free and clear of liens. In the event the Property is sold subject to the Lease and the Lease is not terminated, the Lease shall continue and no amounts shall be paid hereunder.

29.8 *Build out.* Tenant accepts the Premises **AS IS** and will be responsible for any additional build out to the Premises necessary to operate the business on the Premises. Except as provided the space is **AS IS**.

Landlord Initials

8/13

Tenant Initials:

29.9 *Gaming/COAM.* Tenant, or any immediate family member or employee or affiliated parties of said Tenant, shall not enter into any agreement for the placement of COAMs (Coin Operated Amusement Machines) on the Premises nor apply for a COAM Location License from the Georgia Lottery Corporation (GLC) for the placement of COAMs on the Premises without explicit permission from the Landlord or it shall constitute a breach of this Lease. Tenant may request for COAM placement authorization from the Landlord in writing and Landlord thereon may allow or disallow the requested placement of COAMs on the Premises. A written authorization is required in advance each time the Tenant seeks to apply for a COAM Location License.

29.10 *Contracts Binding on Tenant.* Tenant acknowledges that breach of any contracts binding on the Tenant regarding the Premises shall constitute as a breach of this Lease.

29.11 *Signage.* All building and storefront sign designs and plans must be approved by the Landlord. Tenant shall not install any other signs at the Premises without the prior written consent of Landlord. Tenant shall be responsible to Landlord for any damage to the Premises caused by the installation, use, or maintenance of Tenant's signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

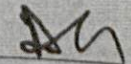
30. **USA Patriot Act.** Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

31. **Additional Provisions.**

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

Landlord Initials 12-12

9/13

Tenant Initials: 

31.2 *Landlord liability.* Landlord's liability under this Lease is limited in all respects to its interest in the Premises.

32. **OPTION TO PURCHASE.**

32.1 Provided Tenant is not in Default, Landlord grants to Tenant until **July 1st 2025** (Provided Tenant has leased the property continuously from the date hereof until such date), the Option to Purchase from Landlord the real estate. Tenant may exercise the option by providing written Notice to the Landlord at least thirty (30) days prior to the date of Closing (the "Option Event").

32.2 *Price.* The Purchase Price shall be as follows: **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100th DOLLARS (\$2,500,000.00)** (the "Option Purchase Price");

32.3 *Conveyance.* If Tenant exercises this Option, Landlord shall convey the property by Limited Warranty Deed free and clear of all landlords created monetary liens or encumbrances. Each party shall execute such documents as reasonably required to accomplish the closing. Following closing no further rent or additional rent shall be due, however, the Supply Agreement shall continue in full force and effect.

32.4 *Indemnity Agreement.* If Tenant exercises this Option, Tenant shall, by written agreement in a form satisfactory to Landlord, agree to protect, and indemnify, defend, and hold harmless Landlord from and against all claims, expenses (including reasonable attorneys' fees), loss and liability resulting from or relating to environmental contamination located or originating from operations at the Option Property from the acts or omissions of Tenant during the Term, and for any matter whatsoever following closing.

32.5 *Expiration.* This Option shall expire on the earlier of a) closing has not occurred on or before July 1st 2025, or b) by consent, default, or operation of law.

32.6 *Memorandum.* Tenant shall not record a Memorandum of the Option to Purchase or similar notice in the public records.

Landlord Initials

LC

10/13

Tenant Initials:

DM

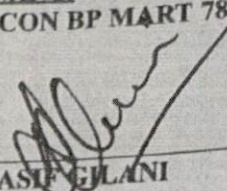
IN WITNESS HEREOF, the parties have hereunto placed their hands and seals the day and year first written above.

Signed, sealed, and delivered
In the presence of

Witness

Notary Public

TENANT:
MACON BP MART 786, LLC


By: ASIF GULANI

Its: Member.

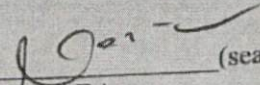
(seal)

Signed, sealed, and delivered
In the presence of

Witness

Notary Public

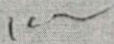
LANDLORD:
SUPRA HOLDINGS, LLC


By: KARIM KABA

Its: Manager

(seal)

Landlord Initials



11/13

Tenant Initials:

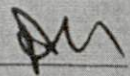


EXHIBIT A**LEGAL DESCRIPTION****Tract A**

All that tract or parcel of land situate, lying and being in Land Lot 178 of the 4th Land District of Bibb County, Georgia, being known and distinguished as Tract "A" in a Subdivision of the Hawkins Property, containing 1.2 acres, being more particularly described according to plat of record in Plat Book 47, Page 22, Bibb County Superior Court Records, which said plat is by this reference thereto incorporated herein for the purpose of a more particular and accurate description of said lot hereby conveyed.

THERE IS EXCEPTED HERE FROM AND NOT INCLUDED WITHIN THE DIMENSIONS OF THE PROPERTY HEREINABOVE DESCRIBED AND CONVEYED that portion thereof conveyed to Bibb County Georgia by Right-of-Way Deed dated October 22, 1999, recorded in Deed Book 4288, Page 29, Bibb County Superior Court Records, consisting of 0.060 acres.

The property hereinabove described and conveyed is the same and identical property conveyed to Rena P. Lyde by deed dated January 3, 2012 and recorded in Deed Book 8647, Page 276, Bibb County Superior Court Records.

This is the same property conveyed by warranty deed from Rena P. Lyde dated June 23, 2015, recorded in Deed Book 9485, Page 164, said records.

Tract B

All that tract or parcel of land lying and being in Land Lot 178 of the 4th Land District, Bibb County, Georgia being more accurately shown and described as Tract "B", containing 0.83 acres on a plat of survey by McDougald & Associates, GRLS #2702 dated June 6, 2001. Said survey is recorded in Plat Book 90, Page 219, Clerk's Office Bibb Superior Court, reference to which makes said plat a part of this contract hereof.

Landlord Initials _____

12/13

Tenant Initials: _____

EXHIBIT B

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is attached to and made part of that certain attached Lease dated June 12th, 2024, between Landlord and Tenant covering that certain premises located at and more particularly described in the Lease. Landlord is unwilling to enter into the Lease unless **Asif Gilani** (hereafter the "Guarantor") assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

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

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

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

Guarantor has executed this Guaranty as of the 12th day of June, 2024.

Signed, sealed, and delivered
In the presence of

GUARANTOR:

ASIF GILANI (seal)

SS# 807-73-0825
Address: 5235 Bowon

RD Macon GA

(seal)
Witness

Notary Public

Landlord Initials LC

13/13

Tenant Initials: AM

Agent Certification

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

Agent's Signature: _____ Date: _____

Business Name: _____

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

This _____ day of _____, 20____.

Notary Public

My Commission Expires

Ownership/Individual Certification

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

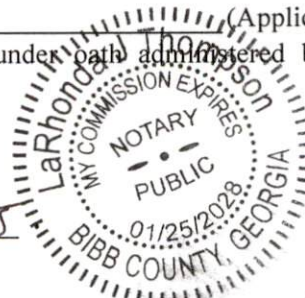
Individual/Owner's Signature: _____ Date: 01-08-25
(If different from Agent)

Title: owner

Business Name: Macon Bp Mart LLC

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

This 8 day of Jan, 2025



[Signature]
Notary Public

1-25-2028
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Macon Bp Mart 786 LLC

Business Address: 5594 Houston Rd Macon Ga

Instructions:

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

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

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

Definitions:

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

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

Applicant/Agent Signature

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.

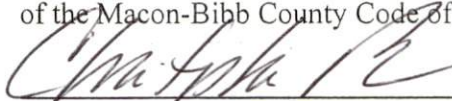
Business Name:

Macon BPmart 786 LLC

Business Address:

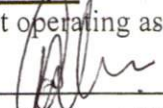
5594 Houston Rd Macon GA 31216

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


Code Enforcement Department Designee

11/25/24
Date

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


Applicant/Agent Signature

01-08-25
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

Asif Gilani

Print Name

11-14-24

Date



Alcohol License Questionnaire

Name of Business: Macon BP mart 786llc
 Owner's Name: Asif Gilani
 Address: 5594- Houston Rd macon-GA 31216

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


 Signature

Asif Gilani
 Print Name

11-14-24
 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: Macon BP mast786 LLC

Business Address: 5594 Houston Rd Macon - GA 31216

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

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

[Signature]
Applicant/Agent Signature

11-14-24
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: Asif Gilani
2. Name of the subject of this Certificate, if different from the applicant:
Macon BP Mox + 786 LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

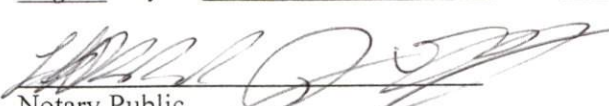
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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

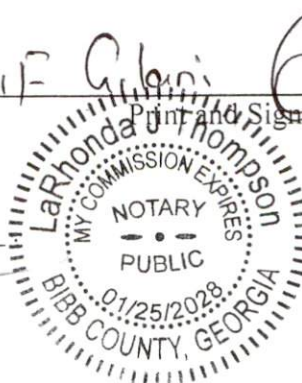
Asif Gilani 
Print and Sign Name

Sworn to and subscribed before me this

8 day of Jan, 2025


Notary Public

My Commission Expires: 1-25-2028



Landlord

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: _____
2. Name of the subject of this Certificate, if different from the applicant:
Supra Holdings LLC / 5594 Houston Rd
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Karim Kaba

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.

KARIM KABA

Print and Sign Name

Sworn to and subscribed before me this

9th day of JANUARY, 20 25.

Crystal T. White
Notary Public

My Commission Expires: 03/15/2025





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

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Asif Gilani – Fingerprints Completed: 1.30.25

Business Name: Macon BP Mart 786 LLC

Business Address: 5594 Houston Rd Macon GA 31216

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	2/10/2025 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 2/24/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH MID-STATE STRIPING, INC., FOR TASK-ORDER PAVEMENT STRIPING SERVICES, IN AN AMOUNT NOT TO EXCEED \$100,000.00, TO BE PAID FROM THE ENGINEERING DEPARTMENT BUDGET, CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission is committed to providing safe and accessible roadways throughout Macon-Bibb County; and

WHEREAS, Invitation for Bids (“IFB”) No. 25-025-LH was published on December 13, 2024, soliciting bids for task-order based striping projects on county roads; and

WHEREAS, IFB No. 25-025-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where one thousand four hundred thirty-six (1436) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, twenty-nine (29) self-identified as African American owned, seven (7) self-identified as Native American owned. seven (7) self-identified at Asian American owned, two (2) self-identified as Pacific Islander American owned, and One (1) self-identified at Hispanic/Latino-owned; and

WHEREAS, on the published due date of January 23, 2025, two (2) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirements; and

WHEREAS, after the bid review, Mid-State Striping, Inc., a Georgia corporation, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement agrees with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Mid-State Striping, Inc., in an amount not to exceed \$100,000.00 for task-order pavement striping services, with such Agreement to be in a substantially similar form as the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from the Engineering Department budget, Contract Labor -contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Mid-State Striping - Task Work Striping - \$100,000.00 - 2-12-25.docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MIDDLE GEORGIA OUTDOOR LIGHTING, INC. FOR THE PURCHASE AND INSTALLATION OF LIGHTING AT THE SKATE PARK AT CAROLYN CRAYTON PARK, IN THE AMOUNT OF \$102,750.00, TO BE PAID FROM THE CAPITAL IMPROVEMENTS FUND – RECREATION – MACHINERY & EQUIPMENT LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the skate park at Carolyn Crayton Park is in need of upgraded lighting; and

WHEREAS, Middle Georgia Outdoor Lighting, Inc. has provided all the lighting equipment and installation services for the lighting system at Carolyn Crayton Park and can ensure that any new lighting works together with the whole of the lighting system; and

WHEREAS, the Macon-Bibb County Commission considers Middle Georgia Outdoor Lighting, Inc. as a sole source vendor for lighting equipment and installation services at Carolyn Crayton Park; and

WHEREAS, purchasing from a sole source is a legal exception to the requirement to competitively bid out public works construction projects pursuant to Macon-Bibb County Code of Ordinances Sec. 19-5.4 and O.C.G.A. § 36-91-22(h); and

WHEREAS, Middle Georgia Outdoor Lighting, Inc. has provided the County a quote, attached hereto and incorporated herein as Exhibit A, in the amount of \$102,750.00 to purchase and install the required lighting; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with or issue a purchase order to Middle Georgia Outdoor Lighting, Inc., for the purchase and installation of lighting equipment at the skate park at Carolyn Crayton Park, in the amount of \$102,750.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with or issue a purchase order to Middle Georgia Outdoor Lighting, Inc. for the purchase and installation of lighting at the skate park at Carolyn Crayton Park, in the amount of \$102,750.00, to be paid from the Capital Improvements Fund – Recreation – Machinery & Equipment line item, for the scope of work provided in Exhibit A.

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

BE IT FURTHER RESOLVED 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 Authorizing Agreement with Middle Georgia Outdoor Lighting, Inc. for CCP
Skate Park Lights - \$102,750.00 2-25-25.docx*

EXHIBIT A

====PROPOSAL====

MIDDLE GEORGIA OUTDOOR LIGHTING, INC.

**155 Osborn Roberts Road
Macon, Ga. 31211
(478) 986-9776 Office**

**PROPOSAL SUBMITTED TO:
MACON-BIBB COUNTY RECREATION**

**DATE:
JANUARY 13, 2025**

ADDRESS:

MACON, GA.

JOB NAME:

CENTRAL CITY SKATE PARK

PRICE TO INCLUDE:

FURNISH EQUIPMENT AND LABOR TO OFFLOAD MUSCO LED SPORTS LIGHTING SYSTEM. MUSCO FURNISHED UNDER THIS CONTRACT. FURNISH STORAGE CONTAINERS AND DUMPSTER. FURNISH ELECTRICAL PERMIT AS REQUIRED BY COUNTY.

SCHEDULE GA 811 TO LOCATE UNDERGROUND UTILITIES. OWNER IS RESPONSIBLE FOR LOCATING ANY UNDERGROUND NOT LOCATED BY GA 811 INCLUDING IRRIGATION HEADS. IF PRIVATE LOCATOR IS REQUIRED, IT WILL BE EXTRA. ANY DAMAGE TO UNMARKED UTILITIES TO BE REPAIRED BY OTHERS.

FURNISH EQUIPMENT AND LABOR TO DIG AND INSTALL PRE-CAST CONCRETE BASES WITH INTEGRATED LIGHTNING GROUNDING. POUR 3000 PSI CONCRETE BACKFILL. SPOILS TO BE MOVED TO AREA ON SITE. PRICE DOES NOT INCLUDE SUSPENDED BASES.

ANY EXCAVATION OF ROCK OR DEBRIS DURING TRENCHING OR DRILLING FOR POLE BASES WILL BE EXTRA. ANY EXTRA LABOR OR EQUIPMENT NEEDED DUE TO BAD SOIL CONDITIONS WILL BE EXTRA.

FURNISH EQUIPMENT AND LABOR TO ASSEMBLE GALVANIZED STEEL POLE SECTIONS, ARMS, LED LUMINAIRES, INCLUDING WIRING HARNESS, REMOTE ELECTRICAL COMPONENT ENCLOSURES.

FURNISH EQUIPMENT AND LABOR TO STAND POLES ON PRE-CAST BASES.

FURNISH EQUIPMENT AND LABOR TO BORE FROM ELECTRICAL SERVICE TO EACH POLE LOCATION. FURNISH AND INSTALL NEW COPPER WIRE, TERMINATE ALL CONNECTIONS USING PANEL AND MUSCO CONTROL-LINK CABINET ON SOCCER FIELDS.

TOTAL: \$102,750.00

PRICE GOOD FOR 30 DAYS.

PROPOSAL SUBMITTED BY: DIANE WADE, PRES. DATE: 01-13-25



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT FROM THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY, IN THE AMOUNT OF \$50,000.00, WITH A \$50,000.00 LOCAL MATCH TO BE MET THROUGH THE PROVISION OF IN-KIND SERVICES, TO BE USED BY THE MACON-BIBB COUNTY EMERGENCY MANAGEMENT AGENCY TO PURCHASE NEW COMPUTERS AND A VEHICLE TO TRANSPORT AND DELIVER SHELTERING SUPPLIES AND EQUIPMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Management Agency (“EMA”) has been awarded a FY2024 Georgia Emergency Management and Homeland Security Agency (GEMA/HS) Emergency Management Performance Grant (“EMPG”), in the amount of \$50,000.00, with a local match of \$50,000.00 to be met through the provision of in-kind services; and

WHEREAS, Macon-Bibb EMA manages emergency situations in Macon-Bibb County and prepares response plans, such as the Hazard Mitigation Plan, ahead of such events to mitigate harm to persons and property; and

WHEREAS, Macon-Bibb EMA will utilize the EMPG funds to purchase a new vehicle to transport and deliver trailers with sheltering supplies, variable electronic message boards, and other large scale equipment that needs to be moved before, during, and after a disaster, and new computers to support the call center inside of the Emergency Operation Center that will be used for the citizens to report impacts from a disaster event; and

WHEREAS, the Macon-Bibb County Commission desires to accept the EMPG award funds on behalf of Macon-Bibb EMA; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is hereby authorized to accept the Emergency Management Performance Grant award, in the amount of FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$50,000.00), with a local match of FIFTY THOUSAND DOLLARS AND 0/100 CENTS (\$50,000.00) to be met through the provision of in-kind services, with said funds to be utilized for the purchase of a new vehicle and new computers.

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 Accepting EMPG - EMA - \$50,000 2-17-25.docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO MAKE A MID-YEAR BUDGET ADJUSTMENT; TO AMEND THE FY 2025 BUDGET BY AMENDING REVENUE LINES IN THE AMOUNT OF \$4,200,000.00 TO RECOGNIZE THE INCREASED REVENUE RECEIVED TO DATE, TO AUTHORIZE INTERDEPARTMENTAL TRANSFERS IN THE AMOUNT OF \$293,325.00, AND TO AMEND GENERAL FUND - FUND BALANCE IN THE AMOUNT OF \$3,701,421.00; TO APPROPRIATE SUCH FUNDS TO VARIOUS EXPENSE LINE ITEMS IN A TOTAL AMOUNT OF \$8,194,746.00; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission adopted ordinance O-24-0033, establishing the FY25 budget, said ordinance to become effective on July 1, 2024; and

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

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

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

Section 1.

The Commission hereby approves amendments to various revenue line items, and authorizes transfers, in accordance with Exhibit A, attached hereto and incorporated herein by reference.

Section 2.

The Commission hereby approves the appropriation of those revenues recognized in Section 1 of this Ordinance, as a supplemental to the FY25 budget for the purpose of paying for those expenses, and making other mid-year adjustments, all as specified in Exhibit A, attached hereto and incorporated herein by reference.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

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

Section 5.

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

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

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

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Mid-Year Budget Adjustment FY25 2-28-25.Docx

EXHIBIT A

Exhibit A

<u>Mid-year adjustment</u>	<u>Revenue</u>	
Insurance Premium Tax	\$ 2,200,000	
Franchise Fees	2,000,000	
Interdepartmental Transfer	293,325	
General Fund - Fund Balance	3,701,421	
	\$ 8,194,746	
Board of Commissioners	\$ 55,000	Prof Services Audit Fee
Board of Elections	120,000	Additional Election
County Manager	40,000	Position Neighborhood Coordinator
Clerk of Commission	8,000	Policies and Manual Procedures
Coroner	3,800	Mandated Training
County Attorney's Office	325,000	Judgements and losses vehicle settlements
Engineering	1,000	Repairs & Maint Vehicle Parts
Facilities Management	163,075	Repairs and Maintenance Building
Govt Wide Telephones	375,000	Telephone Expense
Human Resources	55,752	Metlife PTSD Insurance for 1st Responders
Information Technology	35,776	Terminal Station lease
Land Bank Authority	8,000	Rent Fees
MailSort	65,000	Voter Notifications
Parks and beautification	30,000	Overtime
Public Affairs	18,000	Advertising and Contract Labor
Recreation	65,100	Building Repairs
Risk Management	71,300	Repairs & Maint Vehicle Damage
Sheriff	1,000,000	Inmate Expenses
Solicitor General	41,700	1 FT PositionWestlaw contract
Solid Waste	1,190,000	Contracts and Equipment rental
State Court	16,000	Refinishing Pews
State Court Probation	9,600	Copier Rentals Land and Buildings
Superior Court	20,000	Rentals Land and Buildings
Transfer out-Bowden	65,000	2 Part Time staff
Grants Fund	293,348	Various Programs
Tax Commissioner	71,470	Temp Others Building MaintenanceAdvertisingCollections
Transfer to UDA	2,000,000	Urban Development Projects
Sponsored Programs	328,500	Various Grants
Transfer-Parks and beautification	20,000	Repairs & Maint Vehicle Outside Contract
Transfer-Finance	103,000	Temporary Workers funded from Salaries FT
Transfer-Risk Management	150,325	Insurance Liability
Transfer-State Court	20,000	Part Time
CIP-Facilities Management	500,000	Elevators Code upgrades
CIP-EMA	132,000	AED
CIP-OVG	265,000	Box Truck,Forklift, Amp,PPE
CIP-Airport	135,000	Tractor, Mower, de-ice truck
CIP-Lake Tobo	150,000	Vehicles
CIP-Tax Commissioner	184,000	AC unit/Roof Replacement/building security
CIP-Records Center	60,000	Restroom Renovationseal and restripe parking lot
	\$ 8,194,746	



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$300,000.00 FROM INTEREST EARNED ON AMERICAN RESCUE PLAN ACT FUNDS TO VISIT MACON, INC. TO PROMOTE TOURISM, TRAVEL, AND HOSPITALITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, COVID-19 became a global pandemic that caused dramatic changes to daily lives and operations worldwide throughout 2020, 2021, and into 2022; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act of 2021 (“ARPA”) into law as Public Law 117-2; and

WHEREAS, in addition to a variety of targeted economic stimulus and recovery appropriations, Section 9901 of the ARPA amended Title VI of the Social Security Act, 42 U.S.C. § 803, to appropriate \$130.2 Billion in direct payments to local city and county governments through a program known as State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, the United States Treasury Department has calculated that the direct payment allocation to Macon-Bibb County should be \$29,749,340.00 in county funding,¹ and \$46,115,570.00 in metropolitan city funding,² for a total anticipated allocation of \$75,864,910.00; and

WHEREAS, the Macon-Bibb County government has received both tranches of approximately \$75.8 Million in SLFRF; and

¹ See, United States Treasury Department Table, *available at* https://home.treasury.gov/system/files/136/fiscalrecoveryfunds_countyfunding_2021.05.10-1a-508A.pdf (last accessed May 27, 2022).

² See, United States Treasury Department Allocation for metropolitan Cities Table, *available at* <https://home.treasury.gov/system/files/136/fiscalrecoveryfunds-metrocitiesfunding1-508A.pdf> (last accessed May 27, 2022).

WHEREAS, on April 1, 2022, the Treasury Department made effective the Final Rule concerning the expenditure of local government assistance funds under the ARPA, which rule is implemented in Part 35 of Title 31 of the Code of Federal Regulations; and

WHEREAS, the Final Rule provides that the money received by local governments may be spent on certain enumerated items in response to the COVID-19 public health emergency and the negative economic impacts thereof; and

WHEREAS, in December 2022, Congress amended the SLFRF program through the Consolidated Appropriations Act, 2023, providing additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support community development; and

WHEREAS, on September 20, 2023, Treasury issued a 2023 Interim Final Rule implementing the Consolidated Appropriations Act, 2023 amendments to the SLFRF program; and

WHEREAS, SLFRF funds are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations,³ thus allowing Macon-Bibb County to deposit its SLFRF funds in an interest-bearing account, without the requirements to remit said interest to the Treasury Department or to use such interest only on eligible ARPA uses; and

WHEREAS, the Macon-Bibb County Commission desires, by this Ordinance, to appropriate interest received from SLFRF, as specified herein; and

WHEREAS, the appropriations authorized by this Ordinance will be utilized in compliance with the aforementioned Act, Final Rule, and Interim Final Rule; and

WHEREAS, the Macon-Bibb County Commission finds that the appropriations authorized by this Ordinance are allowable under the ARPA, Final Rule, and Interim Final Rule and finds that this ordinance is an effective use of interest earned from ARPA funds; and

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

³ 31 CFR part 205; 2 CFR 200.305(b)(8)-(9)

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

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$300,000.00 from interest earned on American Rescue Plan Act funds to Visit Macon, Inc. to be used to promote tourism, travel, and hospitality.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

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

Section 4.

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

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

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

of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\ORD MACON-BIBB\2025 Miller Appropriating \$300,000 In ARP Interest To Visit Macon 2-28-25.Docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A MASTER DEVELOPMENT AGREEMENT WITH THE URBAN DEVELOPMENT AUTHORITY FOR THE LEASE OF CERTAIN PARCELS REAL PROPERTY TO PROMOTE BUSINESS DEVELOPMENT; AND OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Urban Development Authority (“UDA”) is a local development authority organized and operating under the laws of the State of Georgia for the purposes of promoting economic development and growth in Macon-Bibb County; and

WHEREAS, Macon-Bibb County currently owns certain parcels of real property, more readily identified in Exhibit A, attached hereto for reference and review, upon which there are buildings or office spaces that the County does not need for office spaces that could be put to beneficial use for economic development by the UDA; and

WHEREAS, Macon-Bibb County desires to promote the mission of the UDA by leasing those properties to the UDA for a term of fifty (50) years, as provided for in Ga. Const. art. IX, § 3, ¶ I, to allow the UDA to increase economic development by marketing said properties for sublease; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to enter into a Master Development Agreement with the Macon-Bibb County Urban Development Authority for the lease of 688 Walnut Street, 66 Madison Street, 1187 Riverside Drive, 1161 Riverside Drive,

48 College Street, and 1147 Riverside Drive to the UDA for a term not to exceed 50 years, and with 90% of any net rents to be paid by a sublessee to be remitted to the Macon-Bibb County, in substantially the same form as shown in Exhibit B, attached hereto and incorporated herein by reference.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

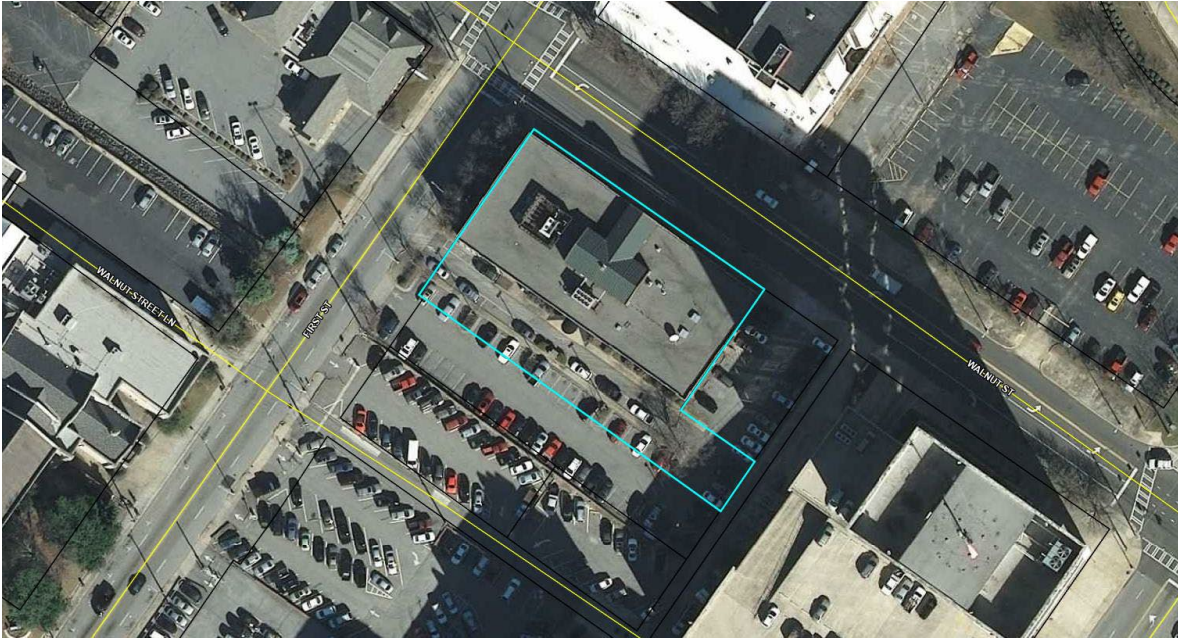
By: _____
LESTER M. MILLER, Mayor

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

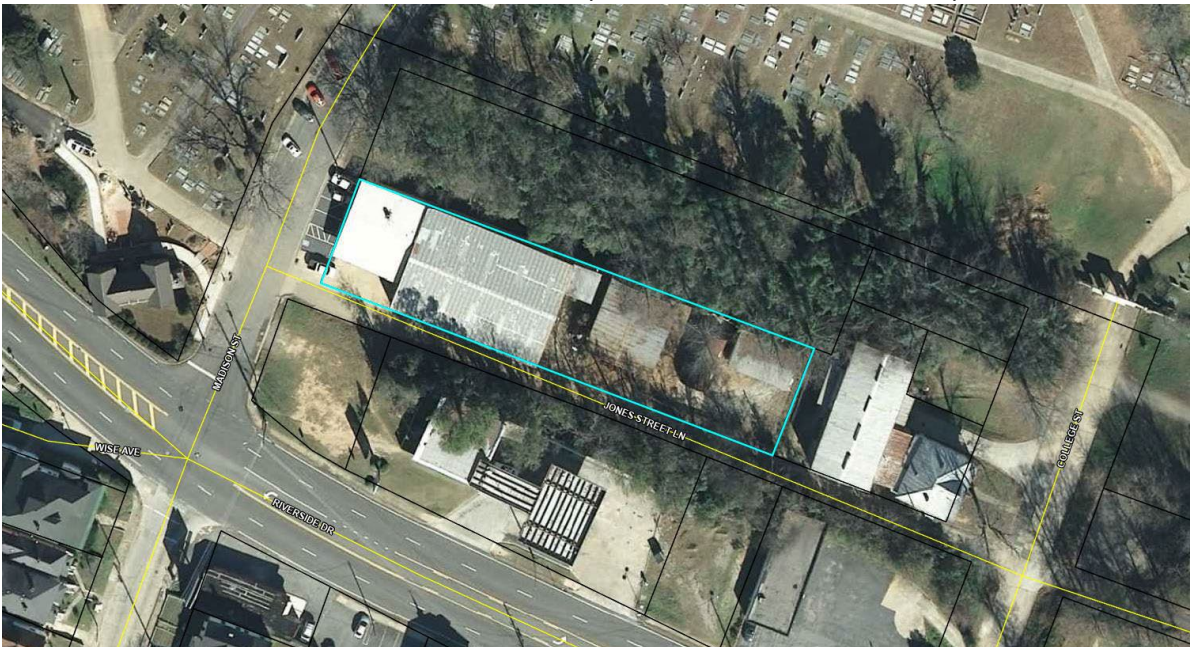
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EXHIBIT A

1. 688 Walnut Street (Tax Parcel ID # R073-0203)



2. 66 Madison Street (Tax Parcel ID # Q072-0010)



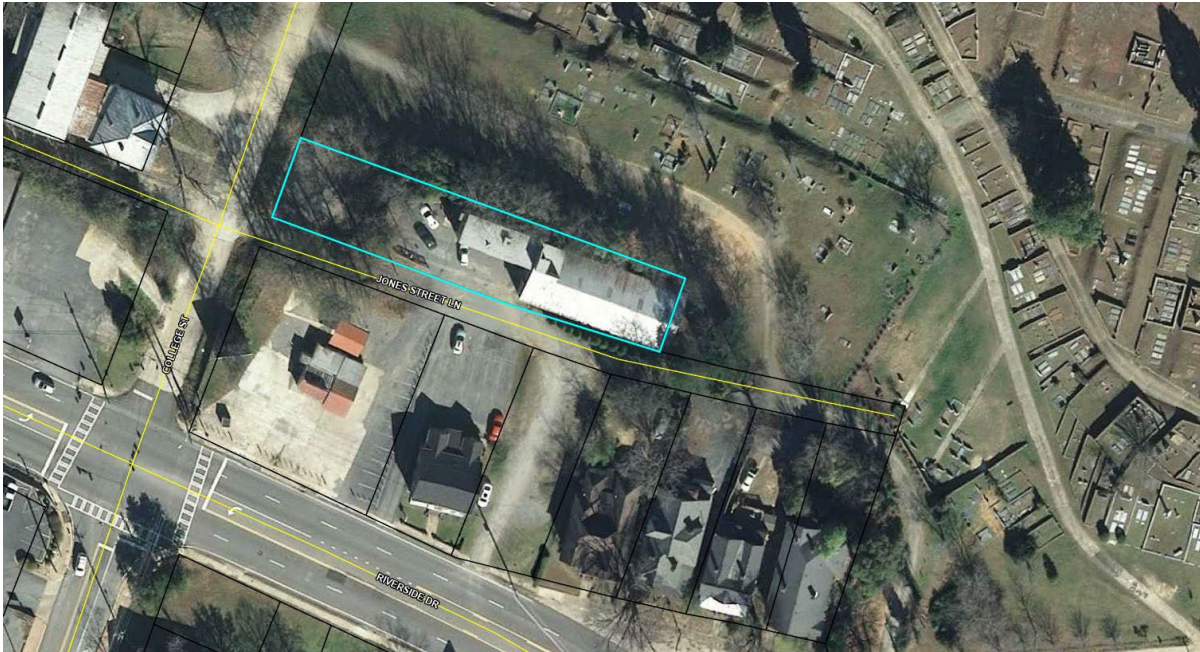
3. 1187 Riverside Drive (Tax Parcel ID # Q072-0012)



4. 1161 Riverside Drive (Tax Parcel ID # Q072-0013)



5. 48 College Street (Tax Parcel ID # Q072-0011)



6. 1147 Riverside Drive (Tax Parcel ID # Q072-0014)



EXHIBIT B

MASTER DEVELOPMENT AGREEMENT BETWEEN MACON-BIBB COUNTY AND THE MACON BIBB COUNTY URBAN DEVELOPMENT AUTHORITY

This **MASTER DEVELOPMENT AGREEMENT** (hereinafter the “Agreement”), by and among Macon-Bibb County, Georgia (hereinafter “County”) and the Macon-Bibb County Urban Development Authority (hereinafter “Authority”) (also referred to as “the Parties”), is agreed upon and entered into this ____ day of _____, 20__.

WHEREAS, it is the mission of the Authority to create, plan, and implement a program of development and redevelopment in the Downtown areas of Bibb County, Georgia; and

WHEREAS, from time to time, the County obtains ownership of certain parcels of property that are not suitable for use by County offices and departments, but would be suitable for business development in downtown Macon; and

WHEREAS, the County desires to support the Authority’s mission by leasing County-owned properties in need of tenants to the Authority for the purposes of marketing to potential lessees that are likely to add additional investment and jobs in downtown Macon; and

WHEREAS, the lease of any properties deemed suitable for leasing will enable the Authority to advance its mission of development and redevelopment in the Downtown areas of Macon-Bibb County, Georgia; and

WHEREAS, the purpose of this Agreement is to advance the beneficial relationships between the Parties to carry out their respective responsibilities in an effective and efficient manner;

THEREFORE, IN WITNESS WHEREOF, and in consideration of the foregoing premises, the Parties enter into this Agreement and agree as follows:

1. The Authority and the County agree to the following:
 - a. With the approval of the governing body, when the County identifies parcels of real property as suitable for leasing, such parcels of real property shall be leased to the Authority to hold and market to potential lessees that Authority deems likely to create additional investment employment opportunities. The initial properties subject to this Agreement are identified on the attached Exhibit A, incorporated herein by reference. Additional properties may be leased under the

terms of this Agreement through execution of an amendment hereto identifying such additional properties.

- b. Pursuant to the authorizations provided by Ga. Const. art. IX, § 3, ¶ I, this Agreement shall be in full force and effect for a term of fifty years (50) years, beginning as of the date first written above. At the expiration of such initial term, Authority shall relinquish the Property back to County, unless the County and Authority determine to extend this Agreement by mutual consent.
 - c. The Authority will hold and market the Property to potential lessees that would likely create additional investment and jobs, upon terms as Authority may determine appropriate but for not less than fair market value.
 - d. The Authority will receive an administrative fee for its services in the amount of ten percent (10%) of the net rents from the lease of the Property. The remaining ninety percent (90%) of the net rents from the lease of the Property will be remitted to the County on a quarterly basis for the life of this Agreement. For purposes of this Agreement, the net rents from the lease of the Property shall mean and include that amount of funds remaining after the payment by the Authority of any costs or expenses incurred by the Authority and associated with the holding, maintenance, listing and/or marketing of the Property, attorney fees, appraisals, insurance, postage costs, recording of legal documents, property maintenance, and marketing of the Property. The County Finance Director shall be authorized to review and approve a summary of the proposed disbursement of funds prior to each quarterly disbursement.
2. Compliance with Applicable Law. The County and the Authority shall comply with federal, state and local laws. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Bibb County, Georgia.
3. Indemnification of the Authority. The County shall defend, indemnify, and hold harmless the Authority, its officers, employees, agents, attorneys, consultants, and independent contractors, except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential,

punitive, and all other cost and expense (including reasonable attorney's fees) arising out of or in connection with this Agreement.

4. Indemnification of the County. The Authority shall defend, indemnify, and hold harmless the County, its officers, employees, agents, attorneys, consultants, and independent contractors, except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential, punitive, and all other cost and expense (including reasonable attorney's fees) arising out of or in connection with this Agreement.
5. Termination. This Agreement, or any lease hereunder, may be terminated or canceled by either party for any reason and termination of such shall be effective upon thirty (30) days written notice to the other Party. The Authority shall return ownership of any and all parcels subject to the termination or cancellation, execute attornment agreements with any existing lessees, and remit any and all amounts due to County related to the canceled properties within 60 days of such notice of termination or cancellation.
6. Non-Assignable. Neither Party shall assign any obligation it incurs in this Agreement without the written consent of the other Party.
7. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

[SIGNATURES TO FOLLOW]

WHEREFORE, the Parties, having read and understood the terms of this Agreement, do hereby agree to such terms by the execution of the signatures below.

On Behalf of Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

Attest: _____
Janice S. Ross, Clerk of Commission Date _____

(SEAL)

On Behalf of the Macon-Bibb County Urban Development Authority

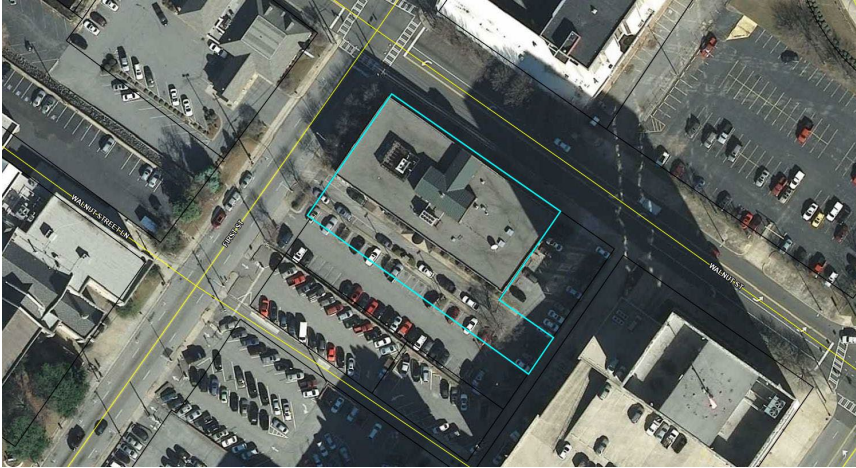
By: _____
Authorized Signatory of Authority Date _____

Attest: _____
J. Alexander Morrison Date _____

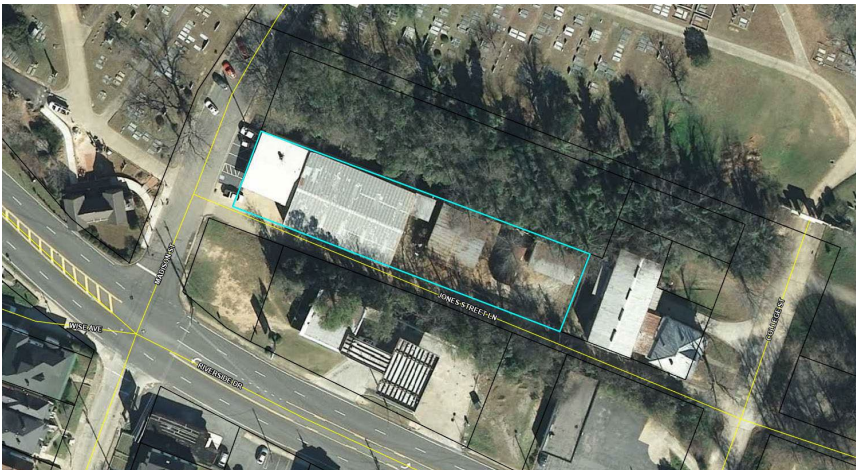
(SEAL)

Exhibit A

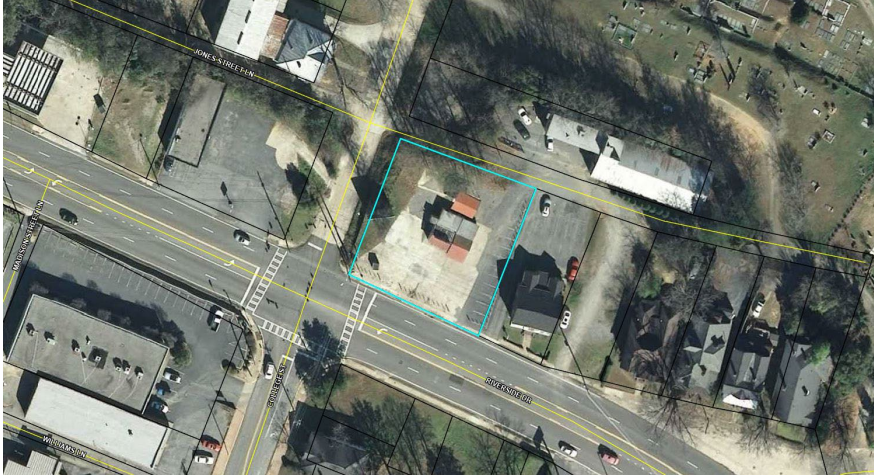
1. 688 Walnut Street (Tax Parcel ID # R073-0203)



2. 66 Madison Street (Tax Parcel ID # Q072-0010)



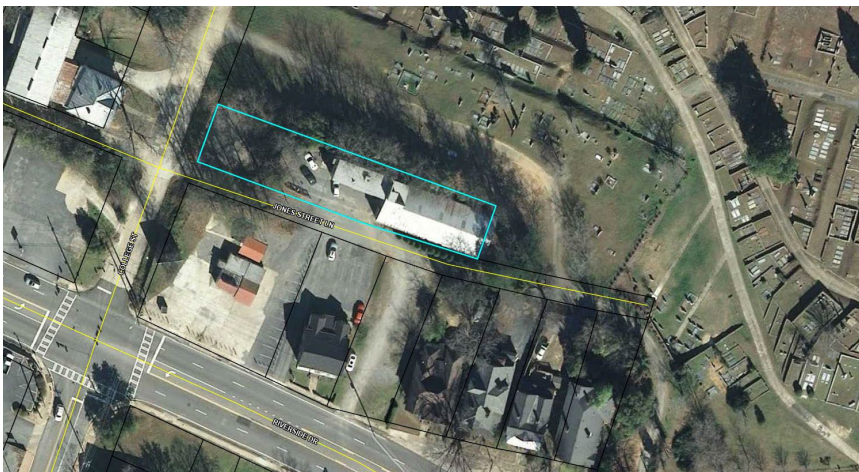
3. 1187 Riverside Drive (Tax Parcel ID # Q072-0012)



4. 1161 Riverside Drive (Tax Parcel ID # Q072-0013)



5. 48 College Street (Tax Parcel ID # Q072-0011)



6. 1147 Riverside Drive (Tax Parcel ID # Q072-0014)

