



Board of County Commissioners Pre-Commission Meeting

August 5, 2025 | 4:30 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. Approval of Minutes

- a. Approval of minutes from the July 15, 2025 Pre-Commission Meeting (Sponsored by: Lester M. Miller, Mayor)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Commissioner Brendalyn Bailey To The Macon-Bibb County Board Of Health (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Appointing Dr. Brandi Simpson-Miller And Gary Wilson To The Keep Macon-Bibb Beautiful Board (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Appointing George Thomas, Jr. To The Central Georgia Joint Development Authority; (Sponsored by: Lester M. Miller, Mayor)

4. New Alcohol Beverage Licenses

- a. HMK Express LLC - 1105 Gray Hwy, Macon, Georgia

After review, legal recommends denial. The applicant failed to demonstrate a

right to possession of the property and did not provide a required certificate of Good Standing. The County Attorney's Office attempted to contact the applicant on numerous occasions to rectify the deficiencies but the applicant was unresponsive. (Sponsored by: Lester M. Miller, Mayor)

- b. Macon Shell Mart, located at 3750 Mercer University Drive, Macon, GA
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)
- c. Macon Beverage Outlet located at 3965 Arkwright Road, Macon, GA
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)
- d. Super Gas Citgo located at 1940 Shurling Drive, Macon, GA
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)
- e. Riverside Food Mart located at 2650 Riverside Drive, Macon, GA
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)
- f. Nouria Energy Retail located at 3311 Mercer University Drive, Macon, GA
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)
- g. Thunderbird Liquor Store located at 2585 Emory Highway, Macon, GA
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)
- h. Margaritas Mexican Restaurant #2 located at 5451 Bowman Road, Macon, GA
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)

5. Agreements

- a. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Aviatrix Communications, LLC, In The Amount Of Up To \$100,000.00, For The Provision Of Air Service Promotional Campaign Services For The Middle Georgia Regional Airport, Payable From The Airport Fund – Airport-Middle Ga Regional – Prof Services - Other Item (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With H2 Aeroservices, LLC, For The Lease Of Two Former Air National Guard Buildings At The Middle Georgia Regional Airport; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$45,000.00, To The Purchase Order For Maudlin & Jenkins, Llc, To Be Paid From The General Fund – Board Of Commissioners – Professional Services Audit Fee Line Item, For Additional Expenses For The Fiscal Year 2024 Audit (Sponsored by: Lester M. Miller, Mayor)
- d. Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order, In The Amount Of \$350,000.00, To Mead Road Transfer Station For Services Related To The Disposal Of Waste On Behalf Of Macon-Bibb County, To Be Paid From The Solid Waste Management Fund City – Solid Waste Landfill – Other Services – Landfill Tipping Fees Line Item (Sponsored by: Lester M. Miller, Mayor)
- e. 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 Memorial Park Gym, In The Amount Of \$233,586.00, To Be Paid From 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)

- f. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$156,000.00, To Provide For Landscaping And Temporary Worker Contract Services During Fiscal Year 2025 (Sponsored by: Lester M. Miller, Mayor)
- g. A Resolution Of The Macon-Bibb County Commission Agreeing To Participate In The National Purdue And Sackler Family Opioid Settlement, (Sponsored by: Lester M. Miller, Mayor)
- h. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Construction Manager At-Risk Agreement With Chris R. Sheridan & Co. Dba Sheridan Construction To Add Stairwell Renovations To The Scope Of Work, In The Amount Of \$352,550.00, With Costs To Be Paid From 2018 SPLOST Funds - Cultural And Recreation – Auditorium Line Item (Sponsored by: Lester M. Miller, Mayor)

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$117,653.00, With Matching Funds In The Amount Of \$20,762.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Adult Felony Drug Court Program (Sponsored by: Lester M. Miller, Mayor)

7. Change or Additions to Code

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Article Ii Of Chapter 24 Of The Macon-Bibb County Code Of Ordinances To Clarify The Process Of Public Requests For Complete Streets Infrastructure And Appropriate Projects For Complete Street Review (Sponsored by: Lester M. Miller, Mayor)

8. Approval of Bond

- a. Resolution to Approve Bond (Sponsored by: Lester M. Miller, Mayor)

9. Presentation

- a. Paving the Way (Sponsored by: Lester M. Miller, Mayor)

10. Executive Session

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

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

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
July 15, 2025 – 4:30 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on July 15, 2025 at 4:30 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT:

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

COMMISSION MEMBERS ABSENT:

Commissioner Valerie Wynn
Commissioner Paul Bronson

STAFF PRESENT:

Duke Groover, Interim County Attorney
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Wanzina Jackson, Director, ECD
Charlotte Woody, ECD
Chris Floore, Chief Communication Officer
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist
Emily Hopkins, Communication Specialist

GUESTS PRESENTS:

Dr. Dan Sims, Superintendent of the Bibb County School District
Daryl Morton, Vice President, Board of Education
James Watts, Head Master, Windsor Academy

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. June 17, 2025 Pre-Commission Minutes (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Stewart and carried unanimously, the minutes of the June 17, 2025 Pre-Commission Meeting were approved.

3. Alcohol Licenses

- a. Georgia Family Alliance Inc - 2920 Houston Ave, Macon, GA 31206
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Bryant

and by a vote of 6 to 1 with Mayor Pro Tem Clark, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the new alcohol beverage license for Georgia Family Alliance Inc - 2920 Houston Ave, Macon, GA 31206 was approved.

- b. Murphy Express # 8519 - 1402 Gray Highway, Macon, Georgia 31211
*Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Commissioner Bryant and carried unanimously, the new alcohol beverage license for Murphy Express # 8519 - 1402 Gray Highway, Macon, Georgia 31211 was approved.*
- c. The Social Duck - 476 Second Street, Macon, GA 31201
*Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bailey, seconded by Mayor Pro Tem Clark and carried unanimously, the new alcohol beverage license for Social Duck - 476 Second Street, Macon, GA 31201
Legal recommends approval.*

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Reappointing Dr. Sundra Woodford To The Macon-Bibb County Land Bank Authority Board Of Directors; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Dr. Sundra Woodford To The Macon-Bibb County Land Bank Authority Board Of Directors was approved.
- b. A Resolution Of The Macon-Bibb County Commission Reappointing Judge Sarah Harris And Andrea Cooke To The Region Two (2) Department Of Behavioral Health And Developmental Disabilities Advisory Board; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bailey, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Judge Sarah Harris And Andrea Cooke To The Region Two (2) Department Of Behavioral Health And Developmental Disabilities Advisory Board was approved.
- c. A Resolution Of The Macon-Bibb County Commission Reappointing Seth Clark To The Board Of Directors For Visit Macon, Inc.; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Commissioner Hulett, seconded by Commissioner Wilder and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Reappointing Seth Clark To The Board Of Directors For Visit Macon, Inc. was approved.
- d. A Resolution Of The Macon-Bibb County Commission Reappointing Elaine Lucas To The Central Georgia Joint Development Authority; (Sponsored

by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

On motion of Commissioner Hulett, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Elaine Lucas To The Central Georgia Joint Development Authority was approved.

- e. A Resolution Of The Macon-Bibb County Commission Reappointing Raymond Wilder To Serve As A Member Of The Macon Fire And Police Retirement Board Of Trustees; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Commissioner Hulett, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Raymond Wilder To Serve As A Member Of The Macon Fire And Police Retirement Board Of Trustees was approved.
- f. A Resolution Of The Macon-Bibb County Commission Reappointing Nancy White And Yameika Head To The Bibb County Department Of Family And Children Services Board; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bailey, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Nancy White And Yameika Head To The Bibb County Department Of Family And Children Services Board was approved.
- g. A Resolution Of The Macon-Bibb County Commission Reappointing Kay Beliveau And Theron Ussery To Serve As Members Of The Macon-Bibb County Splost Advisory Committee; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Kay Beliveau And Theron Ussery To Serve As Members Of The Macon-Bibb County SPLOST Advisory Committee was approved.

5. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With BTBB, Inc. For The Provision Of A Building Feasibility Study For The Radio Shop And For Architectural Services For The Public Works Building Renovations, In The Amount Of \$50,000.00, To Be Paid From The SPLOST 2018 Fund – Public Safety – Public Safety Other - Property Line Item; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bailey, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With BTBB, Inc. For The Provision Of A Building Feasibility Study For The Radio Shop And For Architectural Services For The Public Works Building Renovations, In The Amount Of \$50,000.00, To Be Paid From The SPLOST 2018 Fund – Public Safety – Public Safety Other - Property Line Item was approved.

- b. A Resolution Of The Macon-Bibb County Commission Agreeing To Participate In The National Sandoz Opioid Settlement, (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Agreeing To Participate In The National Sandoz Opioid Settlement was approved.
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Installment Agreement With Dell Financial Services, LLC, In The Total Amount Of \$2,360,463.21, Payable Over Three Years, For County-Wide Microsoft Windows, Server, And Office Suite Enterprise Software Licenses, To Be Paid From The I.T. Budget, Infrastructure, Repairs & Maintenance – Software Licenses & Maintenance Line Item; (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Installment Agreement With Dell Financial Services, LLC, In The Total Amount Of \$2,360,463.21, Payable Over Three Years, For County-Wide Microsoft Windows, Server, And Office Suite Enterprise Software Licenses, To Be Paid From The I.T. Budget, Infrastructure, Repairs & Maintenance – Software Licenses & Maintenance Line Item was approved.

6. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Parks And Beautification Budget For Fiscal Year 2025, In The Amount Of \$46,000.00, To Provide For Vehicle Maintenance Expenses;
 (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Parks And Beautification Budget For Fiscal Year 2025, In The Amount Of \$46,000.00, To Provide For Vehicle Maintenance Expenses was approved.
- b. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$86,700.00, To Provide For Lifeguard Services At Lake Tobesofkee During Fiscal Year 2025 (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Raymond Wilder, Commissioner)
On motion of Commissioner Hulett, seconded by Commissioner Wilder and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$86,700.00, To Provide For Lifeguard Services At Lake Tobesofkee During Fiscal Year 2025 was

approved.

- c. An Ordinance Of The Macon-Bibb County Commission To Authorize Appropriations From 2018 SPLOST Interest To Be Allocated To Authorized Projects As Specified Herein; To Authorize The Mayor To Declare Certain 2018 SPLOST Projects Substantially Complete; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize Appropriations From 2018 SPLOST Interest To Be Allocated To Authorized Projects As Specified Herein; To Authorize The Mayor To Declare Certain 2018 SPLOST Projects Substantially Complete was approved.

7. Bragg Jam

- a. A Resolution Of Macon-Bibb County Commission Authorizing Bragg Jam, Inc., A Nonprofit Organization, To Hold Its 2025 Concert Crawl In Downtown Macon, Georgia, Between The Hours Of 5:00 P.M. On Friday, July 25, 2025 And 3:00 P.M. On Sunday, July 27, 2025; To Permit Festival Goers To Carry And Consume Alcoholic Beverages In And About The Designated Streets Of Downtown Macon Under Specified Conditions; To Require Bragg Jam, Inc. To Provide For And/Or Reimburse Macon-Bibb County For All Expenses Incurred For Security And Clean-Up; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

On motion of Commissioner Bailey, seconded by Commissioner Stewart and carried unanimously, the Resolution Of Macon-Bibb County Commission Authorizing Bragg Jam, Inc., A Nonprofit Organization, To Hold Its 2025 Concert Crawl In Downtown Macon, Georgia, Between The Hours Of 5:00 P.M. On Friday, July 25, 2025 And 3:00 P.M. On Sunday, July 27, 2025; To Permit Festival Goers To Carry And Consume Alcoholic Beverages In And About The Designated Streets Of Downtown Macon Under Specified Conditions; To Require Bragg Jam, Inc. To Provide For And/Or Reimburse Macon-Bibb County For All Expenses Incurred For Security And Clean-Up was approved.

8. Change Orders

- a. Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$35,000.00, To The Purchase Order For Triple Point Engineering Inc., To Be Paid From The Solid Waste Landfill Repairs & Maint Landfill Gas Wells And Tanks Line Item, For Monitoring And Maintenance Services At The Landfill (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$35,000.00,

To The Purchase Order For Triple Point Engineering Inc., To Be Paid From The Solid Waste Landfill Repairs & Maint Landfill Gas Wells And Tanks Line Item, For Monitoring And Maintenance Services At The Landfill was approved.

9. Grants

- a. Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$153,520.00, With Matching Funds In The Amount Of \$27,092.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Family Treatment/Family Drug Court Program (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$153,520.00, With Matching Funds In The Amount Of \$27,092.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Family Treatment/Family Drug Court Program was approved.

- b. Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$197,713.00, With Matching Funds In The Amount Of \$34,891.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Adult Felony Drug Court Program (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bryant, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$197,713.00, With Matching Funds In The Amount Of \$34,891.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Adult Felony Drug Court Program was approved.

- c. An Ordinance Of The Macon-Bibb County Commission To Adopt The Economic And Community Development Department ESG, Home, And CDBG Proposed Budgets For Fiscal Year 2026 (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the Ordinance Of The Macon-Bibb County

Commission To Adopt The Economic And Community Development Department ESG, Home, And CDBG Proposed Budgets For Fiscal Year 2026 was approved.

- d. An Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$60,000.00 From The General Fund For The Purpose Of Providing Matching Funds For A Grant To Update The MATS MPO 2050 Transportation Plan; (Sponsored by: Valerie Wynn, Commissioner, Seth Clark, Mayor Pro Tem)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bryant and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$60,000.00 From The General Fund For The Purpose Of Providing Matching Funds For A Grant To Update The MATS MPO 2050 Transportation Plan was approved.

10. Installation of Memorial Plaque

- a. An Ordinance Of The Macon-Bibb County Commission To Approve The Installation Of Signage In Memory Of Billy Scott Carter; To Authorize A Supplemental Appropriation, In The Amount Of Up To \$1000.00, From General Fund – Fund Balance To The Parks And Beautification Budget For The Purchase Of Materials And Memorial Signage; (Sponsored by: Lester M. Miller, Mayor, Raymond Wilder, Commissioner)

On motion of Commissioner Bryant, seconded by Commissioner Wilder and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Approve The Installation Of Signage In Memory Of Billy Scott Carter; To Authorize A Supplemental Appropriation, In The Amount Of Up To \$1000.00, From General Fund – Fund Balance To The Parks And Beautification Budget For The Purchase Of Materials And Memorial Signage was approved.

11. Public Safety

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$345,000.00 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To The Bibb County School District For Funding A Truancy Officer For A Three-Year Period; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

On motion of Commissioner Wilder, seconded by Commissioner Howell and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$345,000.00 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To The Bibb County School District For Funding A Truancy Officer For A Three-Year Period was approved.

- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$109,138.58 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To Windsor Academy, Inc., For The

Purchase And Installation Of Security Camera Systems; (Sponsored by: Lester M. Miller, Mayor, Raymond Wilder, Commissioner, Bill Howell, Commissioner)

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$109,138.58 From Sponsored Programs – School Zone Camera Funds, To Be Allocated To Windsor Academy, Inc., For The Purchase And Installation Of Security Camera Systems was approved.

12. Support for the Passenger Rail

- a. A Resolution Of The Macon-Bibb County Commission Expressing Support For The Development Of An Atlanta-Macon-Savannah Passenger Rail Line, And Requesting The Mayor To Designate A Representative Of The Macon-Bibb County Government To Participate In Ongoing Evaluation Discussions With The Georgia Department Of Transportation For The Purpose Of Advocating For The Selection Of A Macon Route And Facilitating Communications With Local Stakeholders; (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem, Stanley Stewart, Commissioner, Joey Hulett, Commissioner)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Expressing Support For The Development Of An Atlanta-Macon-Savannah Passenger Rail Line, And Requesting The Mayor To Designate A Representative Of The Macon-Bibb County Government To Participate In Ongoing Evaluation Discussions With The Georgia Department Of Transportation For The Purpose Of Advocating For The Selection Of A Macon Route And Facilitating Communications With Local Stakeholders was approved.

13. 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 Mayor Pro Tem Clark, seconded by Commissioner Howell and carried unanimously, the meeting went into Executive Session for the reasons listed above.

On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and carried unanimously, the meeting came out of Executive Session.

14. Real Property

- a. 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 Totaling 1.15 Acres, More Or Less, At A Cost Not To Exceed \$600,000.00, Including Reasonable Closing Costs, And To Appropriate Such Funds From 2018 Splost, Recreation - Other;
(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Commissioner Bryant and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Sign Such Documents As Are Necessary To Purchase Certain Parcels Of Real Property Totaling 1.15 Acres, More Or Less, At A Cost Not To Exceed \$600,000.00, Including Reasonable Closing Costs, And To Appropriate Such Funds From 2018 SPLOST Recreation - Other was approved.

- 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 Totaling 10.1 Acres, More Or Less, At A Cost Not To Exceed \$2,300,000.00, Including Reasonable Closing Costs, And To Appropriate \$1,800,000.00 From 2018 SPLOST, Recreation – Other Line Item; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Sign Such Documents As Are Necessary To Purchase Certain Parcels Of Real Property Totaling 10.1 Acres, More Or Less, At A Cost Not To Exceed \$2,300,000.00, Including Reasonable Closing Costs, And To Appropriate \$1,800,000.00 From 2018 SPLOST, Recreation – Other Line Item was approved.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



LEGISLATIVE SPONSORS

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|---|--|
| ☒ 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 |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING COMMISSIONER BRENDA LYN BAILEY TO THE MACON-BIBB COUNTY BOARD OF HEALTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 31-3-2 outlines the appropriate composition and term of members for each county Board of Health in the state; and

WHEREAS, Commissioner Brenda Lyn Bailey has been recommended for appointment by Mayor Miller, to succeed Mayor Pro Tem Seth Clark, to serve as a member designated by the chief executive officer of the governing authority of the largest municipality of the county; and

WHEREAS, Commissioner Brenda Lyn Bailey has expressed her desire to serve on the Board, and meets all requirements to serve as a member designated by the chief executive officer of the governing authority; and

WHEREAS, Commissioner Brenda Lyn Bailey's term shall start on the effective date of this Resolution, and she shall serve until December 31, 2028, or until her successor is appointed and qualified; 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 Commissioner Brenda Lyn Bailey is hereby appointed to serve as a member of the Macon-Bibb County Board of Health to promote public health for a term beginning on the effective date of this Resolution and ending on December 31, 2028.

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.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Appointing Brendalyn Bailey to Macon-Bibb County Board of Health - 7-23-2025.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 APPOINTING DR. BRANDI SIMPSON-MILLER AND GARY WILSON TO THE KEEP MACON-BIBB BEAUTIFUL BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Keep Macon-Bibb Beautiful Board has been established pursuant to Section 2-736 of the Macon-Bibb County Code of Ordinances, and has a stated mission to promote public interest in the general improvement of the environment of Macon-Bibb County through litter prevention, recycling, and beautification; and

WHEREAS, pursuant to Sections 2-739 and 2-740 of the Macon-Bibb County Code of Ordinances, the Keep Macon-Bibb Beautiful Board consists of no more than twenty-eight (28) members appointed by the governing authority of Macon-Bibb County, who shall be residents of Macon-Bibb County, and each said member shall serve a term of three (3) years; and

WHEREAS, Dr. Brandi Simpson-Miller has been recommended for appointment to the Keep Macon-Bibb Beautiful Board to fulfill the unexpired term of Kenvoris Blair, whose term is set to expire October 5, 2026; and

WHEREAS, Gary Wilson has been recommended for appointment to the Keep Macon-Bibb Beautiful Board to replace Stephen Adams, whose term is set to expire August 18, 2025; and

WHEREAS, Gary Wilson will serve a three (3) year term, with said term to begin August 19, 2025, and expire August 18, 2028; and

WHEREAS, Dr. Brandi Simpson-Miller and Gary Wilson have expressed their interest and willingness to serve on the Keep Macon-Bibb Beautiful Board, meet all requirements necessary for appointment, and have submitted their resumes and Certificates of Good Standing, all attached hereto as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Dr. Brandi Simpson-Miller is hereby appointed to serve as a member of the Keep Macon-Bibb Beautiful Board to fulfill the unexpired terms of Kenvoris Blair with said term to begin on the effective date of this Resolution.

BE IT FURTHER RESOLVED that Gary Wilson is hereby appointed to serve as a member of the Keep Macon-Bibb Beautiful Board, to replace Stephen Adams, with a term to begin on August 19, 2025, and expire August 18, 2028.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

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

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Appointing Dr. Brandi Simpson-Miller and Gary Wilson to KMBBB 6-30-25.docx

EXHIBIT A

Curriculum Vitae
Brandi Simpson Miller
Assistant Professor of History
Assistant Director - Wesleyan Lane
Center for Research

Location: Macon, Georgia
bsimpsonmiller@wesleyancollege.edu

TEACHING EXPERIENCE

Assistant Professor

2021 - present

History Department, Wesleyan College, Macon, Georgia

- Taught weekly lectures in the undergraduate courses HIS 120 World History, HIS 267 Women in World History, HIS 358 Public History, HIS 305 African Empires and Diaspora, HIS 328 Gendered Foodways of the Atlantic World, HIS 125 The Emergence of the Modern World, HIS 396 Modern Latin American History, HIS 130 The American Experience to 1877, HIS 135 The American Experience from 1877, HIS 480 Senior Seminar.
- Independently designed and delivered lecture materials and course activities; provided a learning environment that encouraged students to participate in class activities through use of their critical thinking skills.
- Provided one-to-one essay writing support prior to coursework and exams, offering advice, support and formative essay feedback to students.
- Marked all assessments including midterm essays, coursework essays and final exam essays and provided comprehensive feedback to students on their assessments.

Lecturer

2019 - 2020

History Department, SOAS, University of London

- Taught weekly lectures in the undergraduate course H101 Approaching History.
- Independently designed and delivered the lecture materials; provided a learning environment encouraging students to participate in class activities through use of their critical thinking skills.
- Provided one-to-one essay writing support prior to coursework and exams, offering advice, support and formative essay feedback to students.
- Marked all assessments including midterm essays, coursework essays and final exam essays and provided comprehensive feedback to students on their assessments.

Seminar Tutor

2018 - 2019

History Department, SOAS, University of London

- Taught weekly seminars to small student groups in the compulsory undergraduate module H110 Intro to the History of Africa.
- Independently designed and delivered the seminar materials; provided a learning environment encouraging students to participate in class activities including the use of social media tools like Facebook group pages.
- Provided one-to-one essay writing support prior to coursework and exam submissions, offering advice, support and formative essay feedback to students.
- Tutored students from different cultural backgrounds with a need to understand the issues discussed in lectures from different viewpoints and approaches.
- Marked all assessments including formative essays, coursework essays and exams and provided comprehensive feedback to students on their assessments. I received positive feedback from the course convenor about my feedback being 'excellent'.
- Received positive feedback from students as being approachable, encouraging, and enthusiastic.

Tutor**2017 - 2019****Greenes Tutorial College, Oxford, UK**

- Designed lesson plans, delivered lessons, administered mock placement tests, and provided small-group collaboration suitable for students of various achievement levels.
- Conducted and delivered one-on-one coaching services for ESOL students taking the 11+ examination.
- Conducted and delivered individual workshops, seminars and one-on-one coaching services for students taking the SAT, with a focus on instruction for the essay portion.

**Writing Across the Curriculum Consultant and Seminar Tutor
Georgia State University****2012 - 2013**

- Designed and delivered seminars and workshops and provided one-on-one coaching services for students in the undergraduate module 'Caribbean History 3600.'
- Workshops included customised interactive activities designed to encourage the development of critical thinking skills. Seminars included discussions on writing topics such as clarity, form, and the development of an argument.

Secondary Teacher**2002 - 2011****Rockdale County Public Schools, Conyers, Georgia**

- Designed performance-based lesson plans, delivered lessons and administered placement tests first as an English as a Second Language (ESOL) Teaching Assistant, and then as a World History Teacher of Advanced Placement, Special Education Inclusion, and ESOL students.
- Customized the learning environment to address individual needs via IEP's and pre-assessments
- Regularly incorporated cross-curricular components into lessons and units.
- Provided small-group collaboration suitable for students of various achievement levels.
- Employed pull-out and collaborative models daily.
- Initiated and participated in grade-level curriculum and team meetings, parent conferences, IEP meetings and field trips.
- Served as a "Safety Net" tutor, assisting students with study for the End Of Course Test and the Georgia High School Graduation Test.
- Facilitated communication between administration and parents as an ad-hoc Spanish translator.

EDUCATION**PhD in History, SOAS, University of London****Viva Defence May 2021**

Thesis Title: 'The Social History of Food and Cooking in Nineteenth- and Twentieth- Century Ghana.'

Supervisor: Prof. John Parker.

Thesis published January 2022 as a monograph in the Palgrave book series *Food in a Globalising World*.**Master of Arts in World History – Distinction, Georgia State University****2011 - 2014**

Specialization in both Latin American and West African History.

Thesis: 'Food and Nationalism in an Independent Ghana.'

Supervisors: Prof. Kate Wilson and Prof. Harcourt Fuller.

Thesis published as a chapter in the book *The Emergence of National Food* in 2019.**Bachelor of Arts in Political Science, Macalester College, St Paul, Minnesota****1990 - 1992**

Courses included Political Argumentation and Debate, Foundations of International Politics, Foundations of Comparative Politics, Foundations of Political Theory.

INVITED TALKS AND WORKSHOPS

- "Food and Identity in Nineteenth and Twentieth Century Ghana: Food, Fights, and Regionalism," University-Diplomatic Dialogue (UDD) Book Discussion, organized by the Department of African Studies, University of Delhi, Delhi, India, March 21, 2025, at 4:00 PM IST (5:30 AM EST).

- [“The Distinctive Role of Independent Colleges in Reckoning with Slavery,”](#) Plenary Panel, Memphis, Tennessee, Council of Independent Colleges, September 21, 2024.
- “A Jubilee”, Central Georgia's annual food literacy event featuring food education, cultural marketplace and art showcase, Panel Speaker, Aug 18, 2024.
- [“Wesleyan Class Traditions: The Ties that Bind Us,”](#) Center for Georgia Studies, Georgia College and State University, Milledgeville, GA, 28 March, 2024.
- ‘Telling Difficult Stories about Your Institution and Your Community,’ 2024 NetVue Conference, Atlanta, GA, March 23, 2024.
- ‘Telling Difficult Stories about Your Institution and Your Community,’ Council of Independent Colleges, Chief Academic Officers Institute, Tampa, Florida, November 4–7, 2023
- ‘Beyond terroir: Situating food, place and taste in cross-cultural comparison,’ A SOAS, University of London Food Studies Centre workshop for invited scholars, Groznjan, Istria, Croatia, 22 May 2022 (Virtual) to 29 May 2023 (In Person)
- ‘Wesleyan Class Traditions: The Ties that Bind Us,’ Historic Macon, Sydney Salon, Wesleyan College, Macon, Ga, 16 March, 2023.
- ‘Ghanaian Food In 2021: New Normal and Shifting Habits In Historical Context,’ Faculty Research Symposium, Wesleyan College, Macon, Ga, 27 October 2021.
- ‘Capitalist Economy & Social Promiscuity: The Historical Role of the Chop Bar in Ghana,’ SOAS Food Forum Talk, SOAS, University of London, 29 October 2021.
- ‘Gold Coast Food and Identity in the Atlantic World,’ Georgia College Global Foodways Studies Program, Milledgeville, GA, 16 March 2021.
- ‘Colonialism and Local Foodways of the Gold Coast in the Nineteenth Century,’ Institute of Historical Research, London, 29 April 2021.
- ‘Capitalist Economy & Social Promiscuity: The Historical Role of the Chop Bar in Ghana,’ Institute of Modern Languages Research School of Advanced Study, University of London, 27 November 2020.

CONFERENCE PAPERS

- ‘We eat peas and rice, not rice and peas,’ 2024 ASFS Conference, Syracuse, New York, 5-8 June, 2024.
- ‘To Chop Means to Eat: The Cosmology of Taste in Ghanaian Foodways,’ Florida Conference of Historians, Melbourne, Florida, 26-28 January, 2024.
- ‘A New Approach to Teaching Historical Literacy in Introductory Courses,’ USG Teaching & Learning Conference, Athens, Georgia, 27 March 2023.
- ‘From Chicken to Biscuits: The Moral and Ethical Aspects of Gold Coast Foodways’, SOAS Food Studies Centre Postgraduate Research Workshop, London, 8-9 June 2017.
- ‘Food and the Unfinished National Project’, South Eastern History Association Conference, Savanna, Georgia, 30 June 2015.
- ‘Post-Independence Development of a Ghanaian National Cuisine’, Florida Conference of Historians, Jacksonville University, 31 January - 1 February 2014.

PUBLICATIONS

- ‘Beyond the Struggle: Embracing Suffering as a Pathway to Vocational Fulfilment’ in *Vocation and the Future: Crisis, Imagination, and Innovation*, published by Oxford University Press, *in process*.
- ‘Food Cultures Of Ghana: Cuisine, Customs, And Issues’ in The Global Kitchen series, published by Bloomsbury, *in process*.
- “‘To Chop Means To Eat: The Cosmology of Taste in Ghanaian Foodways’ in *Beyond Terroir: Situating Food, Place and Taste in Cross-Cultural Comparison*, edited by Harry West, Katharina Graf, and Anna Colcohoun, published by Berghahn Books, *in process*.
- ‘The History of Eating and Drinking in Ghana from the 15th Century to the Present’ in *The Handbook of Eating and Drinking: Interdisciplinary Perspectives*, edited by Herbert L. Meiselman, published by Springer, https://doi.org/10.1007/978-3-319-75388-1_190-1, June 2024.
- ‘The Social History of Food and Cooking in The Nineteenth and Twentieth Century Gold Coast’ in the Book Series *Food and Identity in A Globalising World*, Palgrave Macmillan, January 2022.
- ‘Cassava: A Contested Good’ in The Recipes Project, <https://recipes.hypotheses.org/tag/brandi-simpson-miller>, May 2021.

- 'Grocery Activism: The Radical History of Food Cooperatives in Minnesota' Book Review in *Food, Culture, & Society*, February 2021.
- 'The Proper Meal' in *Nature Food*, April 2020.
- 'Food and Nationalism in An Independent Ghana' book chapter in *The Emergence of National Food*, Bloomsbury, May 2019.
- 'Re-examining the Contested Good: Proceedings from a Postgraduate Workshop on Good Food,' co-editor in *Gastronomica: The Journal of Critical Food Studies* no. 19, 1 (2019).
- 'The Moral and Ethical Aspects of Gold Coast Foodways' in *Gastronomica: The Journal of Critical Food Studies*, Spring 2019.
- 'Foodways And Empire in Asante', in the *SOAS Journal of Postgraduate Research*, 2017.
- 'High on The Hog: A Culinary Journey from Africa To America' Book Review in *Visions and Revisions*, 2014.

PRIZES AND AWARDS

- Research Grant, Royal Historical Society, London, 2017.
- Research Grant, Gilchrist Educational Trust, Shropshire, 2017.
- Pre-Doctoral Fellowship, West African Research Association, Boston University, 2014.
- Research Grant, Association of Historians at Georgia State University, 2014.

PUBLIC ENGAGEMENT

- Research contributor and featured in the Tubman Museum Exhibit "The Water Spirit Will Take Us Home": The Story of Igbo Landing, Macon, Ga, November 25th to December 28, 2024
- Convener of the Institute of Historical Research, University of London [Food History Seminar](#), 2024-2025.
- Interview with The Hungry Historians, a podcast series about the latest food history research, 7/24/2024, [25 April 2025](#).
- [Unveiling of Historical Markers in Macon, GA on 22 April 2024](#).
- Serving as South Eastern World History Association (SEWHA) board member from 1 Jan 2024 to 31 Dec 2025
- Research contributor and featured in the Tubman Museum Exhibit "[Reparative Justice: Hidden Histories](#)", Macon, Ga, August 28th to December 2023
- Contributor to West African food studies documentary film directed by Jim Onyemenam, and slated for distribution in 2025
- Member, since 2021 of Historic Macon
- Administrator, Exhibition Volunteer, and Volunteer Coordinator for the ancient Abingdon Abbey Buildings, UK, 2017-present.
- Member, since 2015 of the SOAS Food Studies Centre, an interdisciplinary centre dedicated to the study of the political, economic, and cultural dimensions of food.
- Member, since 2018 of the African Studies Centre, St Anthonys College, Oxford, UK.
- Contributor to the *Meant to Be Eaten* Podcast, Episode 63 'Let Them Eat Good Food', 2019.
- Co-producer and Episode 1 contributor for 'What is Good Food?' podcast, 2019.
- Blog contributor for [Ghanatastes.blogspot.com](#), 2014.
- Docent, Carlos Museum, Emory University, Atlanta, Georgia, 2011-2013.
- Exhibition Volunteer, High Museum, Atlanta, Georgia, 2011-2013.

Macon-Bibb County Certificate of Good Standing

1. Name Dr. Brandi Simpson Miller and Title Miller of the applicant:
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	x ☒ Other: Keep Macon-Bibb Beautiful	

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

N/A

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

Brandi Simpson Miller
Print and Sign Name

Sworn to and subscribed before me this 22nd day of May, 2025.

Kortney Keshonia Hatcher



THOMAS G. WILSON

158 Lakeloch Drive Lizella, GA 31052 · 4782561321

Jermiah2913@gmail.com

EXPERIENCE

2021-PRESENT

PROJECT MANAGER, MACON BIBB COUNTY INDUSTRIAL AUTHORITY

Primary objective is to recruit and retain industry in Macon-Bibb county Georgia. I am part of a team that initiates and hosts industry from all over the world to locate in Macon-Bibb County. Duties include: property management and marketing, hosting and preparing to host, follow up and assisting in the building process as a **LIAISON** between industry and Macon-Bibb county approving agents. In 2022-2023 we recruited \$756 MM in new industry including Bright Farms Inc, Agile Cold Storage, YKK Ap Expansion, Saia, Boogook, Complete Resource Management, Coca Cola Bottling, And CKEM. Assist Executive Director in providing necessary documentation regarding growth and expansion of industry in Macon Bibb County.

1998 – 2021

OWNER/OPERATOR, TGW GARDEN DESIGN INC.

Design, sell and implement projects for over 100 active customers currently, from small to large construction projects including outdoor rooms consisting of paver patios, pavilions, pergolas, water features, and retaining walls as well as small construction and remodeling projects including three car garages, and outdoor kitchens. I have also designed and managed large drainage projects, and irrigation projects

I have designed and managed an Integrated Turf Management Plan for my turfgrass customers, and trained spray technicians to implement these plans. This includes pre and post-emergents, organic and inorganic fertilizers, aerations and topdressings and environmentally friendly products promoting turfgrass health.

Plan and implement day to day crew operations in landscape installation, lawn maintenance and management of a greenhouse growing operation, which can be as many as 10 employees covering a lot of territory on any given day.

Greenhouse growing operation is hydroponically based and supplies restaurants, individuals and schools with our small operation. Train employees for management in various areas of the company for sustained growth over the last 22 years, including turfgrass managers, landscape and irrigation technicians and maintenance managers to support a company with close to \$500,000 gross revenue.

2006-2007

SALES REPRESENTATIVE, SOUTHERN STATES TOYOTA LIFT

Sold material handling products in 27 counties in Georgia, doing \$1.5 MM in sales and receiving the 'Best New Salesman' award for the company.

MAY 1993-1998

ASSISTANT GOLF COURSE SUPERINTENDENT, IDLE HOUR COUNTRY CLUB

Managed day to day golf course operations including maintenance operations, crew management and Integrated Pest Management Program Manager over more than 150 areas of managed turf and ornamental areas where I learned good turfgrass management in a number of applied areas

EDUCATION

MAY 1993

BACHELOR OF SCIENCE IN LANDSCAPE DESIGN AND ORNAMENTAL HORTICULTURE, AUBURN UNIVERSITY

1993

COMMERCIAL APPLICATORS LICENSE CATEGORY 24

SKILLS

- Extensive landscape design experience
- Extensive employee management experience
- Successful landscape business for over 22 years
- Experience with alternative agriculture, specifically hydroponic growing systems
- Working knowledge of Microsoft Office, Excel and Adobe
- Ability to work with local government and industry executives to achieve a common goal

VOLUNTEER EXPERIENCE AND LEADERSHIP

Keep Macon/Bibb Beautiful Committee Commissioner 2017-2020 *
CTAE Board Member Hutchings Career Center Bibb County 2019- present
Keep Macon Bibb Beautiful Litter Committee 2021- present
Young Life Committee Member, Macon Georgia 2018-present (prayer chair)
Kairos Prison Ministry 2012- present
Macon Bibb County Jail Ministry 2016-present
Eagle Scout

References

Mickey Daniel (478) 245-7880 MEDANIEL@Southernco.com

Matt Rose (478) 256-4857, mattrose@techwoodprecision.com, personal

Walt Miller, (478) 256-8616, wmiller@GIGAIINC.com, professional

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Thomas G. Wilson
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: Keep Macon-Bibb Beautiful	

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.

TEGA Agriculture and Education Inc.

Gary Wilson & Thomas G. 49%

Jennifer Wilson 51%

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.

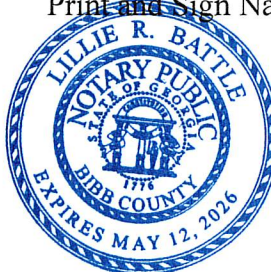
Thomas G. Wilson, TEGA

Print and Sign Name

Sworn to and subscribed before me this 10th day of June, 2025

Lillie R. Battle

Notary Public





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 APPOINTING GEORGE THOMAS, JR. TO THE CENTRAL GEORGIA JOINT DEVELOPMENT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Central Georgia Joint Development Authority ("CGJDA" or "Authority"), was created by general statute under the Development Authorities Law, O.C.G.A. 36-62-1 et (the "Act"), and is responsible for promoting the general welfare and economic prosperity of the Middle Georgia Region; and

WHEREAS, in accordance with the provisions of the Act and the Bylaws of the CGJDA, participating local governments promote the general welfare and economic prosperity of the Middle Georgia Region particularly in the Counties of Baldwin, Crawford, Houston, Jones, Macon-Bibb, Monroe, Peach, Pulaski, Putnam, Twiggs, and Wilkinson; and

WHEREAS, the Board of Directors of the CGJDA consists of forty-four members, with four members appointed by the Board of Commissioners of each member county, with the requirement that all members must be residents of the County from which they are appointed; and

WHEREAS, George Thomas, Jr. has been recommended for appointment to the CGJDA, to succeed George Greer, whose term expired May 31, 2025; and

WHEREAS, George Thomas, Jr. resides in Macon-Bibb County, has expressed interest in serving as a member of the CGJDA, meets all requirements necessary for appointment and has submitted his resume and Certificate of Good Standing to the County for consideration, attached hereto as Exhibit A for reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that George Thomas, Jr. is hereby appointed to serve on the Central Georgia Joint Development Authority for a four (4) year term, with said term to begin on the effective date of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*Q:\RES MACON-BIBB\2025 Miller Appointing George Thomas Jr to Central Georgia Joint Development Authority
7-23-25.docx*

EXHIBIT A

George Thomas, Jr.

257 Northridge Dr., Macon, GA • Cell: 478.714.0647

georgethomasjr1911@gmail.com

EXECUTIVE PROFILE

Motivated and dedicated professional with 10+ years of extensive experience in management and public service with a proven track record of success in hands-on leadership, organizational management, and independent thinking.

- ♦ **STRATEGIC AND CREATIVE THINKER** with solid background in delivering decisive, action-driven leadership. Demonstrates expert insight and proficiency in developing policies and procedures.
- ♦ **RESULTS-ORIENTED PROFESSIONAL** with proven capacity to manage and coordinate operations and administrative support staff to support day-to-day operations.
- ♦ **PERFORMANCE-DRIVEN TEAM LEADER** with excellent interpersonal skills, optimally utilizing all channels of communication to promote operations.

CORE COMPETENCIES

- | | | |
|------------------|--------------------------|------------------------|
| ♦ HIPAA | ♦ Deadline Oriented | ♦ Communication Skills |
| ♦ Administrative | ♦ Client Relations | ♦ Property Management |
| ♦ Marketing | ♦ Research/Investigation | ♦ Microsoft Suites |
| ♦ Team Leader | ♦ Quality Assurance | ♦ Time Management |

PROFESSIONAL EXPERIENCE

NewTown Macon

Director of Office and Leasing, Real Estate Specialist, 03/2019-Present

- Manages budgets for multiple properties
- Responsible for over \$750,000 in yearly rental income
- Implemented rental management system and an after-hours system
- Advertising available units to secure new tenants
- Administering the application process
- Preparing new leases
- Responding to tenant inquiries and concerns
- Submitting work orders for repairs
- Collect rental payments from tenants
- Decides rental rates
- Manages Residential and Commercial Properties
- Creating and maintaining filing and organization systems
- Fielding
- Answering and directing general inquiries
- Scheduling and confirming appointments for staff and committees and assisting with administrative tasks.
- Manages and delegates maintenance duties for commercial and residential properties.
- Oversees construction projects

RIVER EDGE BEHAVIORAL HEALTH

PERMANENT SUPPORTIVE HOUSING SPECIALIST, 02/2018-PRESENT

- Supervising work personnel ensuring that units have been moved and cleaned properly, also making sure that repairs have been done and completed in a timely manner.
- Handling crisis situations during the work day and after hours while responsible for the crisis phone line.
- Conduct inspections of properties in which our tenants live.
- In charge of moving units and having them cleaned
- Make sure clients are complying with the rules of the program.
- Assist with grant compliances among the company's units.
- Working in conjunction with the Department of Community Affairs to ensure that properties are up to their standards.
- Connects clients with community resources to help sustain their independence, from medical needs, hygiene, and things such as food.

CIRRUS ACADEMY CHARTER SCHOOL

8th GRADE SOCIAL STUDIES TEACHER, 07/2017-01/2018

- Collaborate closely with peers to create cross-curricular lessons throughout the year
- Develop engaging and creative lessons incorporating a variety of resources to encourage student cultural awareness
- Maintain open communication with parents sending out quarterly progress reports to parents
- Create multimedia presentations to teach content to students in an engaging manner
- Effectively incorporate interactive tools into the classroom in order to enhance the learning experience
- Actively participate in professional development trainings as well as planning alongside other education teachers

GEORGE THOMAS, JR.

257 Northridge Dr, Macon, GA • Cell: 478.714.0647

georgethomasjr1911@gmail.com

RIVER EDGE BEHAVIORAL HEALTH

CASE MANAGER, 09/2014-07/2017

- Complete documentations and reports on a weekly and quarterly basis
- Coordinate treatment plans for those with various mental or behavioral disabilities
- Provide crisis intervention, guidance and supportive counseling
- Establish, lead and maintain community partnerships along with managing work plans and timelines
- Conduct intake/orientation interviews and assess needs of each case
- Accountable to team, quality of work and schedule
- Assist each client with setting long term goals and connect them with resources needed to manage on their own

HEALTH SERVICES TECHNICIAN

- Assisted in administration of medications and treatments, take vital signs and collect blood samples as requested
- Ensured safety and security of each resident
- Observed and documented patient data, behavior and activity
- Cross trained in various areas to become proficient at multiple tasks

MGFOA REFEREE

FOOTBALL OFFICIAL, 07/2014-CURRENT

- Ensured games were conducted in a safe and orderly manner, by controlling players and coaches, along with enforcing laws of the game
- Communicated with other officials quickly and efficiently to make decisions
- Developed improved ability to think and react quickly in an ever changing circumstance
- Made sure playing field was safe for play
- Arrived on time, prepared, and attentive for every scheduled game

A HOME FOR YOU REALTY

ASSISTANT PROPERTY MANAGER, 01/2014-CURRENT

- Communicated with residents to resolve rental, management, and maintenance issues
- Processed and managed all service requests
- Managed front office operations and informed tenants through memos of new developments/events in the community
- Responsible for inspections and submitted reports of findings
- Handled all renewals and excelled at residential retention

GLS PROPERTIES

PROPERTY MANAGEMENT SPECIALIST, 06/2010-08/2013

- Maintained monthly budget and prepared bonus summaries, month end reports and leasing summaries
- Responsible for property accountability and property management of essential equipment
- Effective communication with staff/residents to ensure quality of work
- Exceeded standards and customer expectations through sound judgment
- Steadily increased occupancy during a key economic downsize
- Planned and scheduled meetings and appointments

EDUCATION, CERTIFICATIONS & PROFESSIONAL AFFILIATIONS

SAVANNAH STATE UNIVERSITY-BACHELOR OF SCIENCE IN POLITICAL SCIENCE-2014

VALDOSTA STATE UNIVERSITY-MASTER OF PUBLIC ADMINISTRATION-05/2017

MEMBER OF THE 100 BLACK MEN OF MACON MIDDLE GEORGIA

MEMBER OF AMERICAN POLITICAL SCIENCE ASSOCIATION

MEMBER OF OMEGA PSI PHI FRATERNITY INCORPORATED

MEMBER OF SOUTH MACON ARTS REVITALIZATION TECHNOLOGY

MACON-BIBB PLANNING & ZONING DESIGN REVIEW BOARD MEMBER

MACON-BIBB ARBOR CONSERVATION BOARD MEMBER

BIBB COUNTY PUBLIC SCHOOLS ESPLOST COMMITTEE OVERSIGHT BOARD MEMBER

BLOOMFIELD RECREATION CENTER ADVISORY BOARD MEMBER

ACCOMPLISHMENTS

MAN OF THE YEAR-2013-ALPHA GAMMA CHAPTER OF OMEGA PSI PHI FRATERNITY, INC

OUTSTANDING SERVICE AWARD-2015-RIVER EDGE CRISIS UNIT

DEAN'S LIST-SAVANNAH STATE UNIVERSITY

MGFOA 2024 FOOTBALL OFFICIAL OF THE YEAR

Macon-Bibb County Certificate of Good Standing

1. Name George Thomas, Jr. and Title Director of Legions with New Town of the Macon
applicant:

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.

N/A

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

George Thomas, Jr. George Thomas Jr.
Print and Sign Name

Sworn to and subscribed before me this 23 day of July

Erin P. Keller
Notary Public
Bibb County, Georgia
8/25/2026

Notary Public

My commission expires:

8/25/20

Added to the 8/5/2025 Pre-Commission Meeting

Introductory Text

EXPRESS

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

LOCAL ALCOHOL APPLICATION.pdf

Business Information

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

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

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

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

Business Name (DBA) : EXPRESS

Corporation Name : HMK EXPRESS LLC

Business Address : 1105 GRAY HWY

City : MACON

State : GA

Zip : 31211

Mailing Address : 3250 PEACHTREE INDUSTRIAL BLVD STE 203

City : DULUTH

State : GA

Zip : 30096

Local Business Phone # : (678) 982-0809

Email : mohsinrk1019@gmail.com

Owner Name : MOHSIN R KHAN

Owner Phone # : (678) 982-0809

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

Drugstore : ☐

Food Mart : ☐

Gas Station : ☒

Grocery Store : ☒

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Other Small Box Retail Store : ☐

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH000349

Agent's First Name : MOHSIN

Agent's Last Name : KHAN

Agent's Home Phone # : (678) 982-0809

Job Title : OWNER

Agent's Home Address : 5840 SWIFT CREEK CT

City : SUWANEE

State : GA

Zip : 30024

Social Security Number



License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Malt Packaged to Go - \$800

License Fee : Wine Packaged to Go - \$700

Armed Security Personnel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : MOHSIN KHAN

Date

Today's Date : 01/29/2025

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Mohsin R Khan		
Address	5840 Swift Creek Ct, Suwanee, GA 30024		
Sex	Race	Date of Birth	Social Security Number
Male	Asian		

This authorization is valid for _____ days from date of signature.

I, Mohsin R Khan give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Mohsin R Khan 03-10-2025
 Signature Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number Date

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

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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: HMK EXPRESS LLC

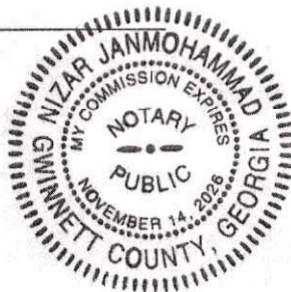
Printed Name of Applicant: MOHSIN KHAN

*Signature of Applicant: *mohtsin khan*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29 DAY OF January, 2025.

[Signature]
NOTARY PUBLIC



11/16/26
MY COMMISSION EXPIRES

MEASUREMENT FORM

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

APPLICANT: MOHSIN R KHAN
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 1105 GRAY HWY.
BUSINESS NAME: HMK EXPRESS LLC

To Be Completed by County Engineer

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

By: _____

John W. Hayes, Macon-Bibb County Engineer

Date: _____

2/2/25

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

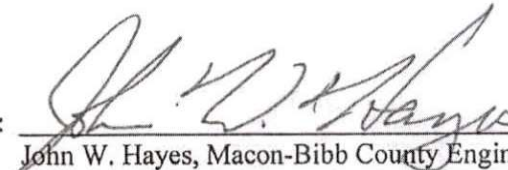
MEASUREMENT FORM

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

APPLICANT: MOHSIN R KHAN
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 1105 GRAY HWY.
BUSINESS NAME: HMK EXPRESS LLC

To Be Completed by County Engineer

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

By: 
John W. Hayes, Macon-Bibb County Engineer
Date: 2/2/25

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

HMK Express LLC
 #1105 Gray Highway
 1,100' — SCHOOL GROUND property line
 Burdell - Hunt Elementary
 1,150' — SCHOOL BUILDING
 Burdell - Hunt Elementary
 7,850' — COLLEGE CAMPUS property line
 Mercer University - #433 Cherry Street
 3,400' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 9,100' — PUBLIC LIBRARY or BRANCH building
 Washington Memorial
 410' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 McAffee Towers
 800' — CHURCH (building)
 Jackson Temple Holiness Church
 850' — #511 Mitchell Street
 CHURCH GROUNDS
 Jackson Temple Holiness Church
 1,900' — M-B COUNTY RECREATION CENTER property
 Rosa Jackson Recreation Church
 N/A Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Gas Station"

JKH
 OK!
 Paul J. Haimowski
 February 4, 2025

APPLICATION FOR AFFIDAVIT

DATE: 02-03-25

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: X

PACKAGE SALE TO GO: ✓

BEER X

BEER ✓

WINE X

WINE ✓

MIXED DRINKS (Liquor) X

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: HMK Express LLC

LOCATION OF BUSINESS: 1105 Gray Hwy Macon GA 31211

PERSON APPLYING FOR AFFIDAVIT: Mohsin R Khan

TELEPHONE: (678) 982-0809

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!

Sajjadanwar55@yahoo.com



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
151066	633788	Print Legal Ad-IPL02158820 - IPL0215882	114-114-9721	\$65.00	1	28 L

Attention: Mohsin R

Mohsin R Khan HMK Express LLC.
1105 GRAY HWY
MACON, GA 31211

sajjadanwar55@yahoo.com

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 13, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as HMK Express LLC, 1105 Gray Hwy Macon GA 31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This February 6, 2025. Mohsin R Khan, Applicant
IPL0215882
Feb 6, 13 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:

02/06/25, 02/13/25

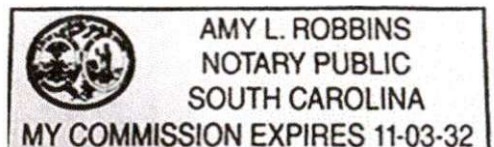
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Mary Castro

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

Amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort County



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

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
IN RE: [illegible]
[illegible]
[illegible]
[illegible]

[Handwritten signature]

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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18000	00000	UNITED STATES DISTRICT COURT - SOUTHERN DISTRICT OF NEW YORK	18000	00000	1	180
Account	Order Number	Identification	Order	Amount	Cost	Order

AFFIDAVIT OF PUBLICATION

McClatchy

[Illegible text]



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2998	PERMIT TYPE: Permitted Use	DATE ISSUED: 11/21/2024
PARCEL NO: R0640219	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	MOHSIN KHAN HMK EXPRESS LLC	
PROPOSED USE:	Change of ownership C-store w/ fuel sales and alcohol PTG	
ADDRESS OF PROPOSED USE:	1105 GRAY HWY	
PROPERTY OWNER'S NAME:	ARG ME19PCK001 LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 11/21/2025

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.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	HMK EXPRESS LLC	Control Number:	18120477
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Unknown	NAICS Sub Code:	
Principal Office Address:	1105 Gray Hwy, Macon, GA, 31211, USA	Date of Formation / Registration Date:	10/8/2018
State of Formation:	Georgia	Last Annual Registration Year:	2024

REGISTERED AGENT INFORMATION

Registered Agent Name: **Mohsin Khan**
Physical Address: **4109 Palm Drive, Snellville, GA, 30039, USA**
County: **Gwinnett**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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: EXPRESS Name of Corporation: HMK EXPRESS LLC

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

Individual:

Name and Title: MOHSIN KHAN Telephone Number: (678) 982-0809

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

Residential Street Address: 5840 SWIFT CREEK CT, SUWANEE, GA 30024

Mailing Address: 3250 PEACHTREE IND BLVD STE 203, DULUTH, GA 30096

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____ % of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 01
 - ☐ Member holdings 100 % of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding _____ % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Renewal Application

APPLICANT

First Name: MOHSIN Last Name: KHAN
Home Address: 5840 SWIFT CREEK CT City: SUWANEE State: GA Zip: 30024
Home Phone #: () Email: mohsinrk1019@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 5840 SWIFT CREEK CT City: SUWANEE State: GA Zip: 30024

- ☐ 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, card, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

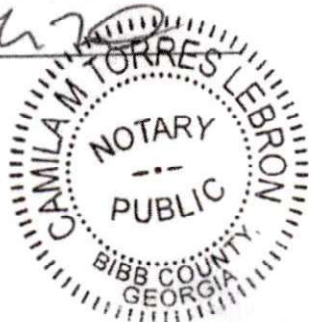
Moshin Khan
Applicant's Signature

12-17-24
Date

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

This 17 day of December 2024

NOTARY PUBLIC



April 17, 2028
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MOHSIN KHAN

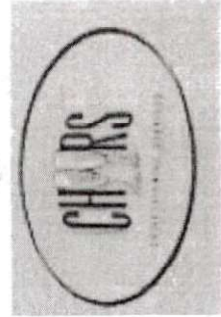
Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-12-27

Serial No.

cert_g0j7zlr5





Mohsin Khan



AH000349

ALCOHOL HANDLER

EXP: 12/31/2025

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered as of the Effective Date by and between Landlord and Tenant.

ARTICLE 1 DEFINITIONS

As used in this Lease, the following terms shall have the respective meanings set forth in Article 1 below. Other terms are defined elsewhere in this Lease. If there are any conflicts between the terms in this Article 1 and the terms in the remainder of the Lease, the terms in this Article 1 shall govern and control.

Effective Date (also known as the date of this Lease):	November 1, 2024
Landlord:	HZ Properties & Marketing, LLC, and/or assignees
Lender:	Any person or entity which made or makes a loan to Landlord, secured by a Security Instrument
Tenant:	HMK EXPRESS LLC, and/or assignees
Guarantor:	Mohsin R Khan
Premises:	The term, “Premises” shall mean the Land, Improvements and Personalty, collectively and as such terms are defined below. “Land” means that certain lot, tract or parcel of land, bearing a street address of 1105 Gray Hwy, Macon, GA 31211 as more particularly described in <u>Exhibit A</u> attached hereto and made a part hereof, together with all of Landlord’s easement rights and appurtenances thereto; “Improvements” mean all buildings (singularly or collectively, the “Buildings”), structures, improvements and fixtures now existing or hereafter situated on the Land, including without limitation, all canopies, lighting, electrical, mechanical, plumbing, heating, ventilation and air conditioning systems, underground storage tanks and system and motor fuel dispensers; “Personalty” means all equipment and other personal property owned by Landlord and situated on the Land, together with all additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease.

Initial Term and Term:	The period of time commencing on the Effective Date of this Lease and terminating on the last day of the one hundred twenty (120) full calendar month following the Rent Commencement Date, unless this Lease shall sooner terminate or be extended as provided herein; provided, however, if the Rent Commencement Date is not the first day of a month, then the Initial Term shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and thereafter for the total number of months set forth above (the “ Initial Term ”). Upon Landlord’s written request, Tenant shall
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	promptly execute and deliver to Landlord documentation confirming the date of Landlord's delivery of the Premises to Tenant, the Rent Commencement Date and Expiration Date of the Term of this Lease; provided, however, execution and delivery of such documentation shall in no event delay any such dates. Reference to the Term shall mean the Initial Term and Renewal Terms (if any and if applicable).
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Lease Year:	"Lease Year 1" means the period beginning on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month thereafter; provided, however, if the Rent Commencement Date is not the first day of a month, then Lease Year 1 shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and for a period of 12 full calendar months thereafter. "Lease Year" means each successive twelve (12) month period after Lease Year 1 occurring during the Term.
Renewal Options and Renewal Terms (if any):	One Renewal Option(s) (being the "Renewal Option"), having a term of sixty (60) full calendar months (the "Renewal Term"). If the foregoing fill-ins are not completed or left blank, then there shall be no Renewal Option(s) and Renewal Term(s).
Renewal Notice Deadline:	Exercisable by written notice to Landlord not more than two hundred and forty (240) days, and not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or the immediately succeeding Renewal Term, as applicable.

Rent for Initial Term is \$10,000 per month. The Rent shall increase Two percent (2%) annually to the Rent charged in the previous year for the entire Term, including any extensions and Renewal Terms of the Lease. Notwithstanding the foregoing, Tenant shall pay the amount of \$5,500 per month from December 2024 through February 2025 and \$7,500 per month for March 2025 through May 2025 for Lease Year 1.

Rent Commencement Date:	November 1, 2024
Expiration Date:	The last day in the last month of the Term or Renewal Term, as applicable

Late Charge:	5% of the unpaid Rent.
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Additional Rent:	This Lease is NNN ("Triple Net"). NNN (Triple Net) includes property tax, property insurance, common area maintenance fees, amounts, costs, expenses, liabilities and obligations due to or incurred by Landlord as a result of or in connection with the exercise of any right of Landlord under this Lease or Tenant's failure to perform any obligation hereunder.
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Estimated monthly Taxes for First 12	\$1,072.00
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Months of the Initial Term:	
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Permitted Use(s):	Use as a branded retail motor fuel outlet and convenience store, and for no other purpose or use whatsoever.
Tenant's Trade Name:	_____ and or the other brand name of the retail motor fuel sold at the Premises
Motor Fuel Supplier:	Kings Oil Company, LLC (or its successors or assigns)

Tenant's Address for Notices:	1105 Gray Hwy, Macon, GA 31211
Landlord's Address for Notices:	3172 Preservation Circle Lilburn, Georgia 30047

Rental Deposit: Tenant shall deposit with Landlord the first and last month's Rent in the amount of \$24,824.32

Exhibits:	<u>Exhibit A</u> – Legal Description of Land <u>Exhibit B</u> - Special Stipulations <u>Exhibit C</u> —Personal Guaranty of Mohsin R. Khan The Exhibits enumerated above (if any) are made a part of this Lease.
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ARTICLE 2

TERMS AND CONDITIONS

1. DEMISE. Landlord, for and in consideration of the rents, covenants and other payments hereinafter to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant, and Tenant, by these presents, does hereby rent and take the Premises from Landlord, subject to any state of facts that an accurate survey and inspection would show; to zoning ordinances affecting the Premises, to general utility, sewer and drainage easements of record, and to other easements, restrictions and encumbrances appearing in the public records of the county where the Land is situated on the Effective Date, to have and to hold for the Term.

2. TERM; ACCEPTANCE OF PREMISES. The Term of this Lease shall be effective on the Effective Date and continues thereafter through and until 11:59 p.m. on the Expiration Date. Tenant shall have and hold the Premises for the Term, unless sooner terminated or extended as hereinafter provided. Tenant takes and accepts the Premises upon the terms and conditions herein contained and in its present condition and **AS IS, WHERE IS, WITH ALL FAULTS CONDITION**, and hereby stipulates that the Premises are suited for the use intended by Tenant, except as may be otherwise expressly provided in this Lease. Tenant agrees that Landlord has made no representations and/or warranties, express or implied, with respect to the Premises; that it has examined the Premises and is fully satisfied with the condition thereof, including but not limited to the economic viability, profitability or business potential of the business thereon; and that it is solely relying on the results of its own investigation relative to the entry of this Lease.

3. RENT. During the Term, Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, the sums designated as Rent for the respective periods, as set forth in Article 1. This Lease is a "net, net, net" (a.k.a. "triple net") Lease. In addition to Rent under Article I, Tenant shall pay when due, without demand, deduction, setoff, or counterclaim (including any interest, late fees or penalties due) all of which shall be included in the term Additional Rent including but not limited to:

- (a) All utility charges and other expenses incurred in the operation of the Property, including water and sewer charges;
- (b) All taxes, fees, and charges imposed by governmental authority on the Property or its use or the Lease, including use and occupancy taxes, business use taxes and license fees and including real property taxes on the land, buildings and other improvements; and
- (c) The cost of fire and extended coverage insurance in an amount sufficient to cover the full replacement cost of the building(s) and other improvements on the Property.

Tenant shall also pay when due, all taxes, fees, and charges imposed by governmental authority relating to the Businesses, including those measured by income, as well as sales and use and personal property taxes on Tenant's personal property. References to "**Rent**" shall mean the sums designated as Base Rent and Additional Rent. Rent shall be paid in lawful money of the United States, at Landlord's Address for Notices; provided, however, Landlord reserves the right to collect Rent by electronic means, including electronic funds transfer or ACH or by online (Web-based) means, and Tenant hereby covenants and agrees, from time to time, to execute any and all documents required to facilitate payment by such means. Tenant shall commence payment of Rent on the Rent Commencement Date. Unless otherwise provided by this Lease, all amounts due from Tenant to Landlord for Rent shall be payable by the third (3rd) calendar day of each and every calendar month hereunder, in advance; provided, however, Rent shall be prorated for a partial month. It shall be Tenant's responsibility to ensure that Rent payments are received by Landlord on or before the date when such payments are due. Payments that are mailed are done so at Tenant's sole risk and, regardless of when a payment is mailed, payment shall not be deemed received by Landlord until the payment is actually in Landlord's possession. If Landlord fails to receive all or any portion of Rent by its due date, Tenant shall pay a Late Charge to Landlord, as Additional Rent, such amount being an administrative charge payable to Landlord to handle the additional costs incurred by Landlord in connection with such late payment, together with interest on the amount of Rent due at the rate of One and One-Half Percent (1.50%) per month (the "**Default Rate**"), calculated from the due date of the delinquent Rent through the date of payment thereof. Nothing in this Section 3 shall authorize Tenant to pay Rent later than the due date, and acceptance of a late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law or in equity. Should Landlord, at its option, either extend the time of payment or accept partial Rent payment due, neither of such actions shall prejudice Landlord's right to subsequently insist upon Tenant's strict compliance with the requirements hereof, and Landlord's acceptance of any

partial Rent payment shall be without prejudice to Landlord's right to recover the balance of Rent then owing or to pursue any remedy provided for in this Lease. Should Tenant present a check to Landlord that is returned by Tenant's bank for any reason or should an electronic payment not clear, post or be valid for any reason, Tenant agrees to pay Landlord, on demand, a service charge equal to \$1,000 plus an amount equal to any bank fee charged to Landlord.

4. UTILITIES. During the Lease Term, Tenant shall open its own accounts for utilities serving the Premises. Tenant shall bear and pay all utility bills, including, but not limited to gas, electricity, water, sewer, sanitation, fuel, telephone, internet, and all other utilities required by Tenant for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection, other sanitary services, or other amounts due, Landlord may pay same and such payment may be added to the following months' rent. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Premises. Landlord shall not be liable for any interruptions in utility services, which are due to fire, accident, strike, acts of God, or other causes beyond the reasonable control of Landlord.

5. USE OF PREMISES. Premises shall be used for the Permitted Use(s) and no other. The Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or entity to use the Premises or any portion thereof in violation of the laws of the Governmental Authorities (as defined in Section 31 hereof). Tenant agrees to keep the Premises open on days and at hours reasonably customary for the Permitted Use(s) in the county where the Premises are located and in any event subject to, and in compliance with, the requirements and rules of the Motor Fuel Supplier and motor fuel brand, will operate Premises under Tenant's Trade Name, and will keep the Premises fully-stocked with merchandise with an adequate supply of merchandise and products for sale to the general public. Tenant, at Tenant's expense, shall be responsible to procure and maintain all state and local licenses and permits that may be required for Tenant to operate the Premises for the Permitted Use(s). Tenant shall not at any time abandon the Premises but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the Premises the type of business for which the Premises are leased. Tenant shall operate its business in a high class and reputable manner, so as to maintain a character in keeping with the area surrounding the Premises. This Lease shall be deemed and construed to be a "triple net lease" and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder. Landlord reserves the right to promulgate reasonable rules and regulations, as in its judgment may, from time to time, be needed for safety, care and cleanliness of the Premises, and for the preservation of good order therein. Such rules and regulations shall be effective upon notice to Tenant.

Use of Technology. Tenant shall use such electronic software reporting systems for conducting market surveys, electronic measurement, tracking, and reporting of fuel and merchandise sales and all other sales conducted at the Premises as directed by Landlord, including but not limited to, Black Box, Opis, JBOX, Wireless Guardian, and Price Advantage technology ("Reporting Systems"). Tenant shall be responsible for all applicable monthly charges and fees for the use of such Reporting Systems, with such monthly charges and expenses to be paid via electronic transfers (EFT/ACH) from Tenant's account, and Tenant agrees, further, to defend indemnify and hold Landlord, its subsidiaries, divisions, affiliates, tenants and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the use of such Reporting Systems.

6. CARE OF THE PREMISES. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises, including all equipment located thereon. Tenant 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 all equipment, fixtures and other improvements located upon the Premises. Tenant further agrees to maintain the grounds around the building, including the mowing of grass, care of shrubs, and general landscaping. Additionally, Tenant shall be responsible for repairs to the roof, foundation, exterior walls, underground utility, and sewer pipes. 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 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. Should the Tenant put in place or replace a fixture, the Tenant agrees that any fixture put in place or replaced by the Tenant shall become part of the Premises. Further, Tenant shall not be entitled to any remuneration or payment for any fixture Tenant puts in place or replaces, unless otherwise agreed to in writing.

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, equipment, fixtures, or other improvements located thereon whatsoever. All costs of repairs and maintenance shall be borne by Tenant, at Tenants sole expense.

Environmental Management and Inspection Fees. Tenant shall keep in good repair the underground gasoline storage tanks and underground fuel lines. Tenant shall also pay for its monthly environmental management consulting fees during the Term and any extended term of this Lease. Tenant shall select an environmental firm of its choosing, and nothing contained herein shall be deemed to prohibit Tenant from selecting any qualified environmental management company to perform environmental management services for Tenant in regard to the Premises, at a cost that is usual and customary in the industry. Landlord shall be under no obligation to inspect the Premises. 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 but not for any matters arising before the inception hereof.

Further, if applicable, Tenant agrees to participate in the applicable state's Petroleum Storage Tank Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the applicable state's Storage Tank Trust Fund should a release occur, unless such release is caused by the failure of Landlord to keep the underground gasoline storage tanks and underground fuel lines in good repair, as provided herein.

Tenant agrees to inspect the Premises, including any and all underground gasoline storage tanks and underground fuel lines prior to taking possession of the Premises. After the Tenant inspects the underground gasoline storage tanks and underground fuel lines, the Tenant shall forward any and all inspection reports related to the underground gasoline storage tanks and underground fuel lines to the Landlord. Failure to do so will create an irrebuttable presumption that the underground gasoline storage tanks and underground fuel lines were in good repair when the Tenant took possession of the Premises.

Record Keeping. Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of three (3) years. Failure to do so will create an irrebuttable presumption that the underground gasoline storage tanks and underground fuel lines were properly maintained by the Landlord at all relevant times. Further, Tenant shall provide to Landlord a monthly sales revenue report each quarter. The monthly sales revenue report shall be due to the Landlord on the 10th day of the month following the end of each quarter. The report shall be in a form acceptable to the Landlord, determined at the sole discretion of the Landlord.

7. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Location 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.

8. TAXES. Tenant as part of the Additional Rent due to Landlord shall pay all Taxes relating to the Premises to the Landlord on a monthly basis, with one/twelfth (1/12) of the total amount of annual taxes (based on the immediately prior tax year), and Landlord shall make the payments to the taxing agencies when such payments are due. Landlord shall give the Tenant a notice annually stating the amount of monthly tax payments payable to Landlord under this Section. "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. (collectively, the "Taxes").

9. INSURANCE. Tenant shall, during the Term of this Lease, and at Tenant's expense, maintain in full force and effect: (a) All risk property insurance covering (i) the Improvements and Personalty, and all building materials and other property which constitute part of the Premises, and (ii) Tenant's trade fixtures, signs, inventory and supplies, furniture, equipment, and improvements and betterments installed by Tenant, all amounts not less than one hundred percent (100%) of the full replacement value thereof (as reasonably determined by Landlord); (b) Contractual and comprehensive commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, which insurance shall be written on a so-called occurrence basis, and shall provide minimum protection with a combined single limit in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) for any one occurrence, and such insurance shall have a deductible of not greater than Five Thousand and No/100 Dollars (\$5,000.00); (c) Business interruption and loss of rent insurance in amounts sufficient to compensate Landlord for all Base Rent, Additional Rent and other amounts payable hereunder for a period of not less than twelve (12) months, the amount of such coverage to be adjusted annually to reflect the Base Rent, Additional Rent and other amounts payable during the succeeding twelve (12) month period; (d) Liability insurance which shall include coverage for all liabilities arising out of the dispensing or selling of alcoholic beverages imposed under any laws, including, without limitation a "dram shop" or alcoholic beverage control act.; and (e) Such additional and/or other insurance coverage, endorsements, or deductibles with respect to the Premises and in such amounts as reasonably requested by Landlord or its Lender. Every insurance policy maintained pursuant to this Lease shall (a) provide that the issuer waives all rights of subrogation against Landlord, any successor to Landlord's interests in the Premises and Landlord's Lender, and (b) provide that thirty (30) days' advance notice of cancellation, modification, termination or lapse of coverage shall be given to Landlord and Landlord's Lender and that such insurance, as to the interest of Landlord and Landlord's Lender, shall not be invalidated by any act or neglect of Landlord, Landlord's Lender, Tenant or any party, nor by any foreclosure or any other proceedings relating to the Premises, nor by any change in the title ownership of the Premises, nor by use or occupation of the Premises for purposes more hazardous than are permitted by such policy, and (c) be primary and without right or provision of contribution as to any other insurance carried by Landlord or any other interested party. The insurance required by this Section 9 shall be written by companies and agencies reasonably satisfactory to Landlord. All policies of property insurance provided for herein shall name the Landlord and the Landlord's Lender (if any), as loss payee and additional insured, as their interest may appear, and all liability policies shall name the Landlord, the Landlord's Lender (if any) as additional insured, as their respective interests may appear.

10. DESTRUCTION OF OR DAMAGE TO PREMISES. If the Premises are totally destroyed by storm, fire not caused by the Tenant, lightning, earthquake, or other casualty not caused by the Tenant, this Lease shall terminate. If the Premises are not totally destroyed, Landlord and Tenant shall cooperate to submit the damage claim to the insurance provider provided that such casualty was not caused by the actions or inaction of Tenant. If the insurance company approves the claim but in the event that (a) the insurance proceeds payable in connection with such damage and destruction shall be insufficient to make such restoration, (b) the Premises shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance, (c) the Buildings at the Premises shall be destroyed or rendered untenable by any casualty to the extent of at least fifty percent (50%) of the gross rental area of the Buildings, as determined by Landlord, (d) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction, (e) the holder of any Security Instrument require that such proceeds shall be applied against any indebtedness owed to such holder, Landlord may elect to terminate this Lease by giving notice to Tenant within ninety (90) days after the occurrence of such casualty. In the event the Premises are partially or totally damaged or destroyed by a casualty at any time during the last two (2) years of the Initial Term, or within two (2) years before the expiration of any Renewal Term, Landlord may elect to terminate this Lease by giving notice to Tenant within ninety (90) days after the occurrence of such casualty. Rent shall be adjusted as of the date of such termination. Landlord's obligation to rebuild or repair the Premises under this Section 10 shall in any event be limited to restoring the Premises to substantially the condition in which the same existed prior to the casualty, and Tenant agrees that promptly after the completion of such work by Landlord, Tenant will proceed with reasonable diligence and at its sole cost and expense to restore all alterations, additions and improvements done by Tenant within the Premises to substantially the condition in which the same existed prior to the casualty. Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild

the Premises or the Improvements and may, at its option, terminate this Lease, unless the damage or destruction is a result of a casualty covered by an insurance policy and the proceeds from the insurance are made available to Landlord for rebuilding. All of the insurance proceeds, excluding proceeds for Tenant's trade fixtures, merchandise, signs and other personal property, shall be retained by and be the property of Landlord. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of a casualty until Landlord's repairs are completed, the Base Rent and Additional Rent shall not abate. Tenant shall not be entitled to and 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. CONDEMNATION. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased (as reasonably determined by Landlord), are condemned by any legally constituted authority for any public use or purpose, then, in either of said events, the Term of this Lease shall cease from the date when possession thereof is taken by public authorities, and Rent and Additional Rent shall be accounted for as between Landlord and Tenant as of said date. If such partial taking is not extensive enough to render the Premises unusable for the purposes herein leased (as reasonably determined by Landlord), then this Lease shall continue in effect, except that the Base Rent shall be reduced in the same proportion that the leasable floor area of the Premises taken bears to the original leasable floor area leased and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Premises, but such work shall not exceed the scope of work in originally constructing the Premises, nor shall Landlord, in any event, be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. Tenant hereby irrevocably assigns to Landlord, any award or payment in respect of any condemnation; provided, that (except as hereinafter provided) nothing in this Lease shall be deemed to assign to Landlord any award relating to the taking of Tenant's own tangible property and damages for Tenant's loss of business, business interruption, or removal and relocation or any award or payment on account of the Tenant's moving expenses and out-of-pocket expenses incidental to the move, if available, to the extent Tenant shall have a right to make a separate claim therefor against the condemnor, it being agreed, however, that Tenant shall in no event be entitled to any payment that reduces the award to which Landlord is or would be entitled for the condemnation of Landlord's interest in the Premises or for the taking of all or part of the fee simple estate.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest herein or in the Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant. Upon any request to assign or sublet, Tenant will pay to Landlord the assignment/subletting fee in the amount of \$2,500 which shall include all of Landlord's costs, including attorney's fees regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 12 shall be void. Consent to one or more such transfers or subleases shall not destroy or waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord. Sublessees, assignees or transferees of the Premises for the balance of the Lease Term shall become directly liable to Landlord for all obligations of Tenant hereunder. If Tenant is a partnership or limited liability company, a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners or members owning a controlling interest in the Tenant shall be deemed a voluntary assignment of this Lease and subject to the forgoing provisions. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest in the capital stock of Tenant, whether in a single transaction or in a series of transactions, shall be deemed a voluntary assignment of this Lease and subject to the foregoing provisions. Landlord may, as a prior condition to considering any request for consent to an assignment or sublease, require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee and such other financial documentation relative to the proposed subtenant or assignee as Landlord may reasonably require. In the event Landlord consents to an assignment or sublease, Tenant shall pay to the Landlord a fee to cover Landlord's accounting costs plus any legal fees incurred by Landlord as a result of the assignment or sublease. The consent of Landlord to any proposed assignment or sublease may be withheld by Landlord in its sole and absolute discretion. Should the Landlord consent to the assignment and Tenant and the assignee of Tenant comply with all conditions of the assignment which may include but is not limited to payment of all back owed rent and other fees and charges and an additional security deposit from the assignee or subtenant as a condition of its consent, then Tenant and any existing Guarantor shall be released from all liability and obligations under the Lease.

Any consideration, in excess of the Rent and other charges and sums due and payable by Tenant under this Lease, paid to Tenant by any assignee of this Lease for its assignment, or by any lessee under or in connection with its lease, or otherwise paid to Tenant by another party for use and occupancy of the Demised Premises or any portion thereof, shall be promptly remitted by Tenant to Landlord as additional rent hereunder and Tenant shall have no right or claim thereto as against Landlord. No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease.

13. FUEL SUPPLY AGREEMENT AND DEPOSIT: Tenant shall assume the existing fuel supply agreement and pay all costs associated with the assumption. Tenant shall also deposit with Landlord \$25,000 for the Wholesale Fuel Supply Agreement which Tenant shall enter with Kings Oil Company, LLC.

14. EVENTS OF DEFAULT.

(a) The occurrence of any one or more of the following events during the Term of this Lease shall constitute an event of default under this Lease on the part of the Tenant: (i) If the Base Rent or any part thereof, or any sum of money due or payable as Rent or Additional Rent under the provisions of this Lease, shall not be paid on any day whereon such payment is due and such default shall continue for a period of five (5) calendar days after notice of default; (ii) Tenant fails to be open for business as required by this Lease, or vacates or abandons the Premises; (iii) the estate created in Tenant or any Guarantor hereof is taken in execution or by other process of law, or all or a substantial part of the assets of Tenant or any Guarantor hereof is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation, or Tenant or any such Guarantor makes an assignment for the benefit of creditors, or admits in writing that it cannot meet its obligations as such obligations become due, or is adjudicated a bankrupt, or Tenant or any such Guarantor institutes any proceedings under any federal or state insolvency or bankruptcy law, or under any other act relating to the subject of bankruptcy wherein Tenant or any such Guarantor seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against Tenant or any such Guarantor under any such insolvency or bankruptcy law or if the Tenant enters into any agreement whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred. If any insolvency proceedings, such as those referred to in this Section 14, are instituted against Tenant, the Premises shall not become an asset in any such proceedings; (iv) a lien is filed against the real property and is not removed within ten (10) days after request by Landlord; or (v) If Tenant violates or is in default of any other agreements between Landlord and Tenant the Tenant shall be in default of this Lease. Except for events enumerated in the other subsections below of this Section 14, Tenant fails in the observance or performance of any of its other covenants, agreements or conditions provided for in this Lease, and said failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, unless such failure cannot reasonably be cured within ten (10) days and Tenant shall have commenced to cure said failure within said ten (10) days and continues diligently to pursue the curing of the same, which cure shall occur no later than sixty (60) days from the date of such notice from Landlord.

(b) Notwithstanding the foregoing provisions of Section 14(a), if a default by Tenant occurs two (2) or more times in any Lease Year, then, notwithstanding that each of such defaults have been cured by Tenant within the period for cure (if any) allowed in the Lease, any future default within such Lease Year shall be deemed an event of default without Landlord being required to give any further notice and opportunity to cure.

15. REMEDIES UPON DEFAULT.

(a) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following rights and remedies without any notice or demand whatsoever except as otherwise indicated below:

(i) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant immediately shall surrender the Premises to Landlord on the date specified in such notice; and/or

(ii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises and take possession thereof, and Landlord may rent the Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any Rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

(iii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises, by force if necessary, and, at Landlord's election, under any available process, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant shall pay Landlord promptly upon invoice any expenses, including attorney's fees, which Landlord incurs in thus effecting compliance with Tenant's obligations under this Lease, but Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise. No such entry or action by Landlord shall relieve Tenant of the liability for Rent or other sums then accrued or which thereafter accrue; and/or

(iv) terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's event of default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (A) the Rent and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease Term over (B) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (B) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the Term of the Lease, (B) the then-current market conditions in the general area in which the Premises are located, (C) the likelihood of reletting the Premises for a period of time equal to the remainder of the Term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Premises are located, (E) the vacancy levels in comparable quality buildings in the general area in which the Building is located, (F) the anticipated duration of the period the Premises will be unoccupied prior to reletting, (G) the anticipated cost of reletting, and (H) the current levels of new construction that will be completed during the remainder of the Term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. §13-6-7; and/or

(v) pursue any and all other remedies provided or permitted by law or equity, including but not limited to a dispossessory or eviction; all remedies being cumulative.

(b) Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(c) Tenant hereby appoints as its agent to receive service of all dispossessory or distraint proceedings, together with notices thereunder, the person in charge of the Premises at the time, or occupying the Premises, and if no person is then in charge of or occupying the Premises, then such service or notice may be made by attaching the same to the main entrance of the Premises, provided that a copy of any such proceedings or notice shall be sent to Tenant in the manner provided for notices hereunder, at the address for notices to Tenant in Article 1.

(d) Any actual costs and expenses incurred by Landlord (including, without limitation, its actual attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be repaid to Landlord by Tenant upon ten (10) days written notice from Landlord. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to termination thereof.

16. SIGNAGE. Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction ("Signs") on the exterior of the Premises, the common areas of the building upon the Premises, the interior surface of glass and any other location which could be visible from outside of the Premises without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable to the Premises. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and work-man like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs. Tenant will, at its sole cost and expense, maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times, and be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

17. LANDLORD'S RIGHT OF ENTRY. Landlord shall retain duplicate keys to all doors of the Premises and shall have the right to enter the Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit the Premises to Lenders, prospective Lenders, purchasers or tenants (with respect to tenants, only during the last six (6) months of the Term), and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom unless such damages are a direct result of Landlord's gross negligence or willful misconduct. During the one hundred and eighty (180) days prior to the expiration or earlier termination of the Lease Term, Landlord may place a "For Lease" or like sign at the Premises.

18. SUBORDINATION AND ATTORNMENT; ESTOPPEL CERTIFICATE. Tenant agrees that this Lease shall remain subject and subordinate to all Security Instruments and the lien and security interest created thereby and the indebtedness owed to the Lender. The terms of this provision shall be self-operative and no further instrument of subordination shall be required by any Lender or Security Instrument, and Tenant shall promptly execute and deliver to Landlord such certificate or instrument in writing as Landlord may request, showing the subordination of the Lease to such Security Instrument. If the holder of any Security Instrument shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, then, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any reasonable instrument that may be necessary to evidence such attornment. Tenant shall upon request by Landlord, at any time and from time to time, execute, acknowledge and deliver to Landlord a written statement certifying as follows: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (c) the date to which any Rent and other charges have been paid in advance, if any; and (d) such other matters as may reasonably be requested by the party requesting the certificate, without requiring Landlord to make alterations or improvements to the Premises or modifications to the Lease. Any such statements may be relied upon by Lender, the recipient of such statements or their assignees or by any prospective purchaser, assignee or subtenant of the Premises.

19. QUIET ENJOYMENT; LANDLORD'S RIGHT TO CONVEY; SURVIVAL. This Lease shall create the relationship of landlord and tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease Term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Landlord shall be entitled to convey and otherwise dispose of the Premises and its entire interest under this Lease, at any time, and thereafter shall not be subject to any liability resulting from any act or omission or event occurring on or after such conveyance, provided that the purchaser, in connection with such conveyance, expressly assumes Landlord's agreements and covenants under this Lease accruing on or after the effective date of the conveyance. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or in order to perform any act

after the expiration or earlier termination of this Lease, including but not limited to the obligations to indemnify under this Lease, shall survive the expiration or earlier termination of the Term, notwithstanding the lack of presence of any express term or provision to that effect.

20. HOLDING OVER. If Tenant remains in possession after expiration or termination of the Lease Term with or without Landlord's written consent, Tenant shall become a tenant-at-sufferance, and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease (other than such provisions relating to the Lease Term and any renewal or extension thereof) shall be and remain in effect except that the monthly rental shall be one hundred and fifty percent (150.00%) the amount of Rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. The inclusion of the preceding sentence in this Lease shall not be construed as Landlord's consent for Tenant to hold over.

21. ATTORNEY'S FEES. If, because of any default in Tenant's obligations hereunder or if an event of default occurs hereunder, Landlord shall employ an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, Tenant agrees to pay Landlord's actual legal fees and out of pocket expenses, including but not limited to filing fees and court costs, incurred by Landlord.

22. BROKER'S COMMISSION. Tenant and Landlord each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity.

23. ENVIRONMENTAL COMPLIANCE. The term "**Hazardous Materials**" shall include, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in or pursuant to any laws, or subject to regulation under any law; or (ii) explosive, radioactive, asbestos, asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum or a petroleum product or waste oil. The term "**Environmental Laws**" shall include all laws pertaining to health, industrial hygiene, Hazardous Materials or the environment. Tenant shall maintain at Tenant's expense, insurance pursuant to the Georgia Underground Storage Tank Act (GUST). Tenant shall at all times abide by and comply with the Environmental Laws of any Governmental Authorities having jurisdiction over underground motor fuel storage tanks at the Premises. Tenant shall test the underground fuel storage tanks, leak detectors, lines and dispensers as frequently as required by the Environmental Laws and in no event less than once each year pursuant to one of the approved methods of testing set forth in the Environmental Laws.

24. INSOLVENCY. If Tenant becomes a debtor under Chapter 7 of the Bankruptcy Code ("Code") or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11, 12, or 13 of the Code, or a proceeding is filed under Chapter 7 and is converted to Chapters 11, 12, or 13, the Trustee or Tenant, as debtor or debtor-in-possession, may not elect to assume this Lease unless, at the time of the assumption, the Trustee or Tenant has:

(a) Cured any existing default or provided Landlord "Adequate Assurance" (as defined below) that:

(i) Within ten (10) days from the date of the assumption, the Trustee or Tenant will cure all monetary defaults under this Lease and compensate Landlord for any actual pecuniary loss resulting from any existing default, including without limitation, Landlord's reasonable costs, expenses, accrued interest and attorneys' fees incurred as a result of the default;

(ii) Within thirty (30) days from the date of the assumption, the Trustee or Tenant will cure all non-monetary defaults under this Lease; and

(iii) The assumption will be subject to all of the provisions of this Lease.

(b) For purposes of this Section 13.1, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum, "Adequate Assurance" shall mean:

(i) The Trustee or Tenant has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or

Tenant will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep all of the Property stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on all of the Property;

(ii) The Bankruptcy Court shall have entered an order segregating sufficient cash payable to Landlord, or the Trustee or Tenant shall have granted a valid and perfected first lien and security interest or mortgage in property of Trustee or Tenant acceptable as to value and kind to Landlord, to secure the obligation of the Trustee or Tenant to cure the monetary and non-monetary defaults under this Lease within the time periods set forth above; and

(iii) The Trustee or Tenant, at a minimum, shall deposit a sum equal to one month's rent to be held by Landlord (without any allowance for interest thereon) to secure Tenant's future performance under the Lease.

If the Trustee or Tenant has assumed the Lease pursuant to the provisions of this section for the purpose of assigning Tenant's interest hereunder to any other person or entity, Tenant's interest may be assigned only after the Trustee, Tenant or the proposed assignee shall have complied with all of the terms, covenants and conditions of this Lease, including, without limitation, those provisions on Additional Rent and the use of the Property only as permitted herein; Landlord and Tenant acknowledge that such terms, covenants and conditions are commercially reasonable in the context of a bankruptcy proceeding of Tenant. Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of the assignment. Any such assignee shall upon request execute and deliver to Landlord an instrument confirming the assignment.

25. GOVERNING LAW, VENUE AND JURISDICTION. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia. No conflicts of law rules of any state or country (including, without limitation, State of Georgia conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than the State of Georgia. For the purposes of any suit, action or proceeding involving this Lease, the parties hereby expressly submit to the jurisdiction of all federal and state courts sitting within the confines of the Northern District of Georgia (the "**Venue Area**") and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed. The parties agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of any party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Landlord and Tenant hereby irrevocably waive any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Lease brought in any federal or state court sitting within the confines of the Venue Area and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

26. NOTICES. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease ("**notice**" or "**notices**") shall be in writing and shall be deemed to have been given, for all purposes (i) three (3) days after having been placed in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party; (ii) on the date of hand delivery by commercial courier service; or (iii) one (1) day after having been deposited with FedEx or UPS or other nationally recognized express courier service, for next business day delivery. Notices shall be given to the parties, respectively, to the addresses set forth in Article 1 above. Any party may substitute its address by giving ten (10) days' prior notice to the other party in the manner provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Refusal, rejection, or return of any notice otherwise properly delivered shall be deemed to constitute delivery of such notice. Any notice may be given on behalf of any party by its counsel.

27. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT. This Lease and the exhibits and attachments contain the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and

signed by Landlord and Tenant. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Agreement or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed.

28. RIGHTS CUMULATIVE; SEVERABILITY; TIME OF THE ESSENCE. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given as a matter of laws. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws of any Governmental Authorities, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Landlord may terminate this Lease. Time is of the essence of this Lease.

29. WAIVER OF RIGHTS; NO RECORDATION; COUNTERPARTS. No failure of Landlord to exercise any power given Landlord hereunder or to upon strict compliance by Tenant of its obligations 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. Neither this Lease nor any memorandum hereof may be recorded without the Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. This Lease may be executed in multiple facsimiles, photocopy, PDFs, electronic and/or original counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

30. LIMITATIONS ON LANDLORD'S LIABILITY. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of Landlord's interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Lender.

31. DEFINITIONS. The term, "**Landlord**", as used in this Lease, shall include the undersigned, its heirs, executors, legal representatives, assigns and successors-in-title to the Premises. The term, "**Tenant**", shall include the undersigned and its heirs, executors, legal representatives and successors, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. In the event that there is more than one entity or person, which are Tenant to this Lease, then any reference to Tenant shall refer, jointly and severally, to such entities or persons. The terms, "**Landlord**" and "**Tenant**", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. The term "**law**" or "**laws**" shall mean any present and future laws, constitution, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary of any Governmental Authorities. The term, "**Governmental Authorities**", means any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority that has jurisdiction or authority over the Premises. Further, references to "**person**" or "**persons**" in this Lease shall mean and include any natural person and any corporation, partnership, joint venture, limited liability company, trust or other entity whatsoever. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa.

32. AMUSEMENT GAME MACHINES. Should the existing COAM contract expire during the Term, Tenant may desire to obtain a new Location License to place "Class B machines" ("**COAMs**") on the Premises. Subject to this Section, Tenant, with Landlord's written consent and approval, may, after the expiration of the present COAM contract, enter into a new COAM supplier or provider agreement (the "**Master Licensee**") with whom it desires to contract for the placement of COAMs. Tenant acknowledges the placement of COAMs on the Landlord's Premises exposes Landlord to potential liability, including, but not limited to, the closing of the Tenant's business, should applicable local or state laws or rules and regulations regarding COAMs not be strictly complied with by the Tenant and the Master Licensee. For the foregoing reasons, Tenant must seek and obtain Landlord's prior written approval of the proposed Master Licensee before executing any contract or agreement (the "**Location Agreement**") with a Master Licensee and/or permitted COAMs to be placed in the Premises. The Landlord shall deliver its decision in writing to Tenant promptly after the proposed Location Agreement

was delivered by Tenant. The Landlord shall have sole discretion in making its decision and shall not be required to state a cause for approval or denial. In addition to the terms of any Location Agreement executed with an approved Master Licensee, Tenant shall comply with all local and state laws and Georgia Lottery Corporation rules and regulations regarding the operation of COAMs on the Premises. In the event that the foregoing exclusive right of Landlord to designate is deemed unenforceable by the Georgia Lottery Corporation or by a court or arbitrator's decision, then Landlord shall have the right, without cause, to terminate this Lease on thirty (30) days prior notice to Tenant without further liability or compensation to Tenant. The parties hereto agree that irreparable damage would occur in the event that Tenant enters into a Location Agreement (and COAMs are placed in the Premises) without the prior written consent of the Landlord in violation of this Section. It is accordingly agreed that the Landlord shall be entitled to an injunction or injunctions to prevent breaches of this Section and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

33. LIMITATIONS ON LANDLORD'S LIABILITY; SURVIVAL. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Premises for the collection of any judgment (or other judicial process) arising out of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, that Landlord shall not be liable for any deficiency and that no other assets of the Landlord or any of its partners or shareholders, or any other persons or entities having any interest in Landlord, shall be subject to levy, execution or other process for the satisfaction of Tenant's remedies with respect to this Lease. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord Parties ever be liable pursuant to this Lease for lost profits or consequential, speculative or punitive damages. The provisions hereof shall inure to Landlord's successors and assigns, including any Lender. The provisions of this Lease with respect to any obligation of Tenant to pay any Rent to Landlord or to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

34. ADA COMPLIANCE AND COMPLIANCE WITH LAWS. Tenant, at its sole expense, shall be responsible for all ADA compliance of all areas including but not limited to the interior and exterior of the Premises, parking lot other areas. All repairs alterations or improvements required by governmental authorities resulting from Tenant's Use of the Premises shall be completed by Tenant at Tenant's sole expense. Further, Tenant shall, at its sole expense, comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "Laws"), pertaining to either or both of the Premises and Tenant's use and occupancy thereof, and including, but not limited to, all Laws concerning or addressing matters of an environmental nature. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof.

35. GUARANTY. In order to induce Landlord to execute this Lease, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned party identified as "Guarantor" on the signature page of this Lease agrees to enter into and simultaneously with the execution of this Lease has entered into a Guaranty in the form attached hereto as Exhibit "C".

36. RENTAL DEPOSIT. Landlord acknowledges that it has received from Tenant the total sum of \$20,824.32 (the "**Rental Deposit**"), which sum shall be retained by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease. Landlord shall have no obligation to segregate such Rental Deposit from any other funds of Landlord. The Rental Deposit shall be returned to Tenant within thirty (30) days after the expiration of the Lease Term, if Tenant has fully performed its obligations hereunder. Landlord shall have the right to apply any part of said Rental Deposit to cure any default of Tenant and if Landlord does so, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full Rental Deposit on hand at all times during the Lease Term. If there is a sale or lease of the Building subject to this Lease, Landlord shall transfer the Rental Deposit to the vendee or lessee, and Landlord shall be released from all liability for the return of such Rental Deposit. Tenant shall look solely to the successor Landlord for the return of said Rental Deposit. This provision shall apply to every transfer or assignment made of the Rental Deposit to a successor Landlord. The Rental Deposit shall

not be assigned or encumbered by Tenant without the prior consent of Landlord and any such unapproved assignment or encumbrance shall be void.

37. **SEVERABILITY.** If any clause or provision of the Lease is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

38. **INDEPENDENT COVENANTS.** Tenant agrees that Tenant's covenants and obligations under this Lease shall be independent of Landlord's covenants and obligations under this Lease and that each such covenant and obligation is independent of any other covenant or obligation. Landlord's breach or non performance of any of Landlord's covenants or obligations under this Lease shall not excuse Tenant of Tenant's covenants and obligations under this Lease, and shall not be the basis for any defense, of any kind or nature whatsoever, to any suit by Landlord for Tenant's breach or non performance of any of Tenant's covenants or obligations under this Lease (including, without limitation, Tenant's failure to pay Annual Rent, Additional Rent and other payments due under this Lease). All payments of Annual Rent, Additional Rent or other payments due under this lease are absolutely and unconditionally due at the time set forth herein, without any right of set-off or deduction of any kind or nature whatsoever except as expressly provided to the contrary herein.

39. **PATRIOT ACT.** Tenant, its partners, members, principal stockholders and any other constituent entities (i) have not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <<http://www.treas.gov/ofac/t11sdn.pdf>> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) have not used and will not use funds from illegal activities for any payment made under this Lease.

40. **FOREIGN SHELL BANK.** Neither Tenant nor any holder of any beneficial or equitable interest in Tenant is a Foreign Shell Bank. For purposes hereof: (a) "Foreign Shell Bank" means a Foreign Bank without a physical presence in any country, but does not include a Regulated Affiliate; (b) "Foreign Bank" means an organization that (i) is organized under the laws of a country outside the U.S., (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank; and (c) "Regulated Affiliate" means a Foreign Shell Bank that (i) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a physical presence in the U.S. or a foreign country, as applicable, and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

Non-Cooperative Jurisdiction. Neither Tenant nor any holder of any equitable or beneficial interest in Tenant is a person or entity resident in or whose funds for in connection with the sums due under this Lease or in connection with its business are transferred from or through an account in a Non-Cooperative Jurisdiction identified by the Financial Action Task Force ("FATF"). For purposes of this Agreement, "Non-Cooperative Jurisdiction" shall mean any foreign country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as FATF, of which the U.S. is a member and with which designation the U.S. representative to the group or organization continues to concur.

United States Foreign Corrupt Practices Act. Tenant is not in violation of any applicable anti-corruption, anti-bribery laws, including the United States Foreign Corrupt Practices Act, as amended from time to time.

Compliance with Patriot Act, Anti-Terrorism Laws. Tenant and the holder of all equitable and beneficial interests in Tenant are in compliance with any and all applicable provisions of the USA Patriot Act of 2001, Pub. L. No. 107-56. Neither Tenant nor any of its affiliates, officers, directors, shareholders, members or lease guarantor, as applicable, is a Prohibited Person. Neither Tenant nor any person or entity owning any interest in Tenant including, without limitation, any equitable or beneficial interest: (i) is currently on any list published by the Office of Foreign Assets Control, Department of the Treasury, or (ii) is a person or entity with whom a United States citizen or entity organized under the laws of the United States, is prohibited from transacting business of the type contemplated by this Lease. Definitions. As used herein: (i) "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, Title 3 of the USA Patriot Act, Illinois Public Act 094-0079, and any regulations promulgated under any of them; (ii) "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time; (iii) "Prohibited Person" is defined as (a) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224, (b) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (c) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list; and (iv) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

41. **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 lotto, and gaming 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:

(a) operating Tenant's business upon the Premises; and/or

(b) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

42. **ACKNOWLEDGEMENT OF RISKS.** Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that:

(a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease;

(b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to selling the Premises, operating a similar or other business upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee;

(c) Landlord has no obligation to lease the Premises to any new lessee, whether or not the prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment;

(d) 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;

(e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; and

(f) Landlord has no obligation to purchase any of Tenant's inventory, equipment, or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

(g) **Personality Removed Upon Lease Termination.** At the termination or expiration of the Lease Term, Tenant shall surrender the Premises on the same condition as it was in upon delivery or possession thereto under this Lease, reasonable wear and tear excepted. Further Tenant shall deliver all keys to the Premises to Landlord. Before surrendering the Premises, Tenant shall remove prior to the expiration of the Lease Term, all Tenant's personal property, trade fixtures, alterations, additions and decorations and shall promptly repair any damage caused by the removal. Tenant's obligations to perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the termination or expiration of the Term, such property shall be deemed abandoned and shall become the property of Landlord.

43. **SECURITY INTEREST.** In addition to the statutory Landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all rent and other sums of money becoming due under this Lease from Tenant, upon all inventory, goods, wares, branding items, equipment, trade fixtures, fixtures, furniture, and all other personal property of Tenant situated at the Premises, together with the proceeds from the sale thereof. Tenant may not remove such property without the consent of Landlord until all rent in arrears and other sums then due to Landlord under this Lease have been paid. Upon the occurrence of a Default, Landlord may, in addition to any other remedies provided in this Lease or by law, enter upon the Premises and take possession of any and all goods, wares, branding items, equipment, trade fixtures, fixtures, furniture and other personal property of Tenant situated in or on the Premises without liability for trespass or conversion, and sell the property at public or private sales, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Tenant of the sale will be deemed sufficient if given in the manner prescribed in this Lease at least 10 days before the time of the sale. Any public sale made under this provision will be deemed to have been conducted in a commercially reasonable manner if held on the Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county where the Premises is located for five consecutive days before the date of the sale. Landlord or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition pursuant to this section, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus will be paid to Tenant or as otherwise required by law, and Tenant shall promptly pay any deficiencies. Landlord is authorized to file a financing statement to perfect the security interest of Landlord in the aforementioned property and proceeds.

44. **CROSS-DEFAULTS.** Any default by Tenant under the terms of this Lease shall likewise constitute a default of Tenant, as tenant, or otherwise, under the terms of any and all other agreements between these same parties or the affiliates of these parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts, whether or not pertaining to the Premises, or other Premises or locations or to the sale or purchase for resale of motor fuels or other products. This provision shall also apply to any agreements with Landlord's affiliates and related parties and in particular for the subject Premises. The Tenant expressly acknowledges that the parties to the agreements in Exhibit 1 are either the same parties or parties or affiliates of these parties Default under the contracts shown in Exhibit 1, will be considered a default of this Lease.

45. **SPECIAL STIPULATIONS.**

In the event of any conflict between the terms and conditions of any of the Special Stipulations attached hereto as **Exhibit B** or itemized below in this Section 45, and the terms and conditions in the main body of this Lease, the terms and conditions of the Special Stipulations shall control.

[Signatures appear on the following page(s). Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, as of the Effective Date.

LANDLORD:

HZ Properties & Marketing, LLC

By: _____

Name: Hyder Lalani

Its: Managing Member

Date of Execution: _____

TENANT:

HMK EXPRESS LLC

Signed by:
By: Mohsin Khan

Name: Mohsin R. Khan

Its: Owner

Date of Execution: 11/11/2024

EXHIBIT A

(Legal Description of Premises)

EXHIBIT B

(Special Stipulations)

1. Master Lease. In addition to the provisions of this lease Agreement, the Tenant agrees to be bound by all the conditions of the Master Lease between Landlord and the Master Landlord. No representation that is not included here or in the Master Lease shall be binding upon the parties. Tenant shall fully indemnify Landlord against any damage, injury, claims or expenses that Landlord may incur with respect to the occupancy by the Tenant of the Premises or the nonperformance or nonobservance by Tenant of any term or condition of this Lease or the Master Lease. If there is any conflict between the terms of the lease and the Master Lease, the lease shall control.

[END OF EXHIBIT B]

EXHIBIT C GUARANTY

STATE OF GEORGIA

COUNTY OF FULTON

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the letting by HZ Properties & Marketing, LLC ("Landlord") to HMK EXPRESS LLC ("Tenant") pursuant to a Lease Agreement dated November 1, 2024 (the "Lease") of premises described therein, the delivery of which lease is conditioned upon the execution and delivery of this Guaranty, and the payment of One Dollar (\$1.00) to the undersigned by Landlord, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned (hereinafter collectively called the "Guarantor") does hereby unconditionally guarantee the full, prompt and complete performance by Tenant of all of the terms, covenants, conditions and agreements contained in the Lease on the part of Tenant to be performed, including specifically, without limitation, the obligation to pay all rents and any other charges or obligations therein set forth, together with any and all renewal or renewals, extension or extensions, modification or modifications thereof, and substitution or substitutions therefor (all such obligations being hereinafter called the "Obligations").

Guarantor waives presentment, demand, dishonor, notice of dishonor, protest, and all other notices whatsoever, including, without limitation, notices of acceptance hereof, of the existence or creation of the Obligations, and of all defaults, disputes or controversies with Tenant, and of the settlement, compromise or adjustment thereof. Guarantor agrees that Landlord shall have full authority, without obtaining the consent of, giving notice to, or affecting the liability of Guarantor, to make changes of terms, to extend time to pay, to release the whole or any part of the Obligations, to settle or compound differences for less than the full amount owing under the Lease, to accept notes, trade acceptances or any other form of obligation for the Obligations, to make arrangements or settlements in or out of court in the case of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement or an assignment for the benefit of creditors and to do anything, whether or not herein specified, which may be done or waived by or between Landlord and Tenant. The making of such arrangements, settlements, compromises, adjustments, extensions of time and so forth shall not diminish, discharge, modify, reduce extinguish or otherwise affect the liability of Guarantor hereunder for the full amount owing under the Lease. Guarantor further agrees that no act or omission on the part of Landlord shall in any way affect, impede or impair this guaranty.

This guaranty shall be enforceable without Landlord having (i) to proceed against Tenant (any right to require Landlord to take action against Tenant as required by O.C.G.A. § 10-7-24 being hereby expressly waived) or against any security for any payments due under the Lease, or (ii) to exercise any of Landlord's remedies under the Lease; and shall be effective regardless of the solvency or insolvency of Tenant, any reorganization, merger or consolidation of Tenant, any change in the composition, nature, personnel or location of Tenant, or any bankruptcy, receivership, liquidation, reorganization or other proceeding involving Tenant.

This guaranty shall be binding upon and enforceable against each person and entity executing this guaranty and upon the respective heirs, legal representatives, successors and assigns of each such person and entity. The liability of each person and entity executing this guaranty and the heirs, legal representatives, successors and assigns of each such entity and person hereunder is joint and several, primary and unconditional, and shall not be subject to any claim of offset, counterclaim or defense of Tenant.

This guaranty shall be irrevocable, absolute and unconditional and shall remain in full force and effect as to Guarantor until such time as all of the Obligations shall have been paid or satisfied in full. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. Guarantor agrees that this guaranty shall not be affected by reason of assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in the Lease, or by reason of any summary or other proceedings against Tenant, or by the amendment or modification of the Lease with or without notice to, or consent of, the Guarantor.

This guaranty shall remain in full force and effect, and Guarantor shall continue to be liable for the payment of all amounts owing under the Lease in accordance with the original terms of the documents and instruments evidencing the same, notwithstanding the commencement of any bankruptcy, reorganization or other debtor relief proceeding by or against Tenant, and notwithstanding any modification, discharge or extension of the Obligations, any modification or amendment of any document or instrument evidencing any of the Obligations, any stay of the exercise by Landlord of any of its rights and remedies against Tenant with respect to any of the Obligations, or any cure of any default by Tenant under any document or instrument evidencing any of the Obligations, which may be effected in connection with any such proceeding, whether permanent or temporary, and notwithstanding any assent thereto by Landlord.

Landlord may, without notice of any kind, sell, assign or transfer the Lease, and in such event each and every immediate and successive assignee, transferee or holder of the Lease shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such person were herein by name specifically give such rights, powers and benefits, but Landlord shall have an unimpaired right to enforce this guaranty for its benefit as to so much of the Obligations as Landlord has not sold, assigned, or transferred.

This guaranty has been made and delivered in the State of Georgia and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. Wherever possible, each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

Guarantor hereby submits to personal jurisdiction in the State of Georgia for the enforcement of this guaranty and waives any and all personal rights under the laws of the State of Georgia or the United States to object to jurisdiction within the State of Georgia for the purposes

of litigation to enforce this guaranty. In the event that such litigation is commenced, Guarantor agrees that service of process may be made, and personal jurisdiction over Guarantor obtained, by serving a copy of the summons and complaint upon Guarantor at the following address:

5840 Swift Creek Ct
Suwanee, GA 30024
Forsyth County

Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement that the laws of the State of Georgia shall govern the rights and obligations of Guarantor and Landlord hereunder or of the submission made by Guarantor to personal jurisdiction within the State of Georgia. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the State of Georgia.

Guarantor warrants and represents to Landlord that any financial statements heretofore delivered by Guarantor to Landlord were true and correct in all respects as of the date delivered to Landlord. At any time this Guaranty is in effect, Guarantor shall, upon ten (10) days prior written notice from Landlord, provide Landlord with a current financial statement and financial statements of two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, shall be audited by an independent certified public accountant.

Guarantor agrees that Guarantor shall have no right to recover against Tenant by way of subrogation to the rights of Landlord on account of any payment by Guarantor to Landlord hereunder until all of the Obligations have been paid and satisfied in full, and Guarantor hereby waives, releases and relinquishes any such rights of subrogation to such extent.

If Guarantor is a corporation, Guarantor and the persons executing this guaranty as officers of the Guarantor represent that Guarantor has full corporate authority to execute this guaranty and that the officers executing this guaranty are duly authorized to execute this guaranty on behalf of the corporation, and that there is no provision in its charter or bylaws that in any way conflicts with or prevents the execution, delivery or performance of this guaranty by Guarantor. Guarantor further represents that there is no provision of any other agreement by which Guarantor is bound that in any way conflicts with or prevents the execution, delivery or performance of this guaranty by Guarantor.

IN WITNESS WHEREOF, Guarantor has executed, sealed and delivered this guaranty, all this ____ day of November, 2024.

GUARANTOR:

Signed by:

Mohsin Khan

93E7481564164B7
Name: Mohsin R Khan

Address: 5840 Swift Creek Ct, Suwanee, GA 30024

WHOLESALE FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT ("Agreement") is made this first (1st) day of November, 2024 ("Effective Date") by and between **HZ INVESTMENT & PROPERTIES LLC**, a Georgia limited liability company, having a mailing address of 3172 Preservation Circle Lilburn, Georgia 30047 ("Supplier"), **HMK EXPRESS LLC**, having its principal place of business at 1105 Gray Hwy, Macon, GA 31211, **Mohsin R. Khan**, an individual resident of the State of Georgia, having a mailing address of **1105 Gray Hwy, Macon, GA 31211** ("Dealer").

WHEREAS, this Agreement is for the fueling station known as Store #345, located at 1105 Gray Hwy, Macon, GA 31211 as more particularly described on **Schedule 1** herein attached and incorporated ("Location"); and

WHEREAS, Supplier has a master Wholesale Fuel Supply Agreement with Kings Oil Company, LLC, a Texas limited liability company, as supplier, dated September 5, 2023, for the supply of fuel to the Location by Kings Oil Company, LLC and its affiliates; and

WHEREAS, the parties desire to enter into this Agreement for Supplier to supply motor fuels to Dealer at such Location.

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the sufficiency of which are hereby acknowledged, Supplier agrees to sell, and Dealer agrees to buy petroleum and other products on the following terms and conditions:

1. TERM. The term of this Agreement shall begin on or about November 1, 2024 and continue for fifteen (15) years ("Term"), shall automatically renew from month to month after the said Term unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the initial Term or the then existing extended term, or unless sooner terminated as otherwise hereinafter provided. Any option to extend shall be provided for on **Schedule 2**. In the event that the Lease, executed contemporaneously herewith is extended longer than the original fifteen (15) year Term, this agreement shall automatically extend in such a manner to match the term of the Lease.

2. SUPPLY OF PRODUCTS.

(a) Supplier agrees to sell to Dealer, and Dealer agrees to buy and diligently to promote the sale of all grades and such quantities of Supplier's petroleum and other products as may be necessary to meet the Dealer demand for motor fuel products at the Location. The Dealer must offer all grades of fuel available from Supplier for sale at all times. Supplier shall have the right to provide ethanol additives, when available, in the gasoline, at the sole discretion of Supplier. Any incentives or rebates provided by Supplier's supplier relating to the sale of ethanol shall remain the sole property of Supplier. All fuel deliveries shall be made in full truckload quantities or in such other minimum quantities per delivery as specified by Supplier from time to time. If Dealer requests delivery of less than Supplier's established minimum volumes, compensatory delivery charges may be imposed, at the sole discretion of the Supplier. In no circumstances is Supplier obligated to make deliveries into a tank which is, or is suspected of leaking. Under this Agreement, Supplier is obligated to supply products to only the Location specified herein.

(b) Dealer covenants and agrees to purchase from Supplier and offer for sale, at the Location, only such gasoline, diesel fuel, other petroleum products or any additional motor vehicle fuel and/or energy-related products as are supplied and delivered by Supplier, including but not limited to those set forth on **Schedule 3** for the full duration of the stated term of this Agreement; and to purchase not less than _____ gallons of gasoline and/or diesel fuel per month. In the event Dealer has a shortfall by failing to purchase the minimum monthly gallons per month, Dealer shall pay over to Supplier within seven days of notice by Supplier to Dealer of such shortfall, charges in an amount equal to Five Cents (\$0.05) times the difference between the number of actual gallons purchased and the minimum purchase requirement for such month. There shall be no shortfall penalty until _____ or when branding of the Location is completed if after _____.

(c) The supply and purchase obligations contained herein shall remain in full force and effect throughout the Term of this Agreement and shall not be suspended during any period of remodeling, renovation, repair, or rebuilding of the improvements located at the Location. Provided further, in the event Dealer's completion of the construction, remodeling, and rebranding of the Location is not completed prior to the commencement of the Term of this Agreement, due to conditions beyond the control of Dealer, Dealer's obligation to purchase petroleum products hereunder shall commence upon the completion of such construction remodeling and rebranding.

(d) Supplier has the sole and exclusive right to designate the hauler for delivery of products to the Location and hereby reserves the right to change the designated hauler from time to time. Dealer acknowledges and agrees further to comply with hauler's protocol for ordering of products and to allow a minimum of forty-eight (48) hour notice to receive delivery thereof. Dealer acknowledges that haulers' business is dependent on many external factors and that there may be delays in deliveries without any consequences to Supplier. Dealer shall grant full access to hauler's vehicles to make deliveries at any hour of the day. Communications between hauler and Dealer are the sole and exclusive responsibility of the Dealer. Any mistakes in ordering due to miscommunications between the hauler and Dealer are to be resolved between the hauler and Dealer. Any product outage(s) due to Dealer's failure to: (1) timely order sufficient volumes of product; (2) comply with hauler's protocol for ordering of products; or (3) grant full access to hauler's vehicles to make deliveries, or (4) provide forty-eight (48) hour notice to hauler for delivery of product shall constitute an event of default. Dealer acknowledges and agrees that Supplier shall not be liable for any misconduct of any designated hauler and that Dealer is responsible, at all times, for any discrepancies or variances in the amount of fuel delivered or maintained at the Location.

3. OPERATION OF STATION. Dealer recognizes that the brand utilized by Supplier is associated with high-quality service and products and agrees to conduct business at the Location in a manner to maintain that association. Accordingly, Dealer agrees to furnish such service and accommodations to retail motor fuel Dealers as are customarily provided by convenience store/filling stations.

Dealer agrees to keep the business operated at the Location open for business during no less than the hours hereinafter set forth. Such business shall be open 365 days per year, (366 days during any leap year) opening no later than 6:00am and closing no earlier than 9:00pm daily.

Dealer agrees to provide, at its sole cost and expense:

(a) broadband internet service, or other highspeed internet access, to the Location in a manner acceptable to Supplier; and

(b) promptly upon execution of this Agreement, a real property survey of the Location in a form that is acceptable for the purposes of filing any and all approvals, licenses, and permits reasonably required to operate the Location for its intended purpose under this Agreement. If Dealer does not provide a survey, Supplier may complete a survey and charge, at the Supplier's sole discretion, Dealer for the cost of a new survey.

4. EXCLUSION OF OTHER SUPPLIERS. Dealer covenants and agrees to offer for sale, at the Location, only the motor fuels as are provided to the Location supplied by Supplier under this Agreement. Dealer shall not sell any other supplier's motor fuels without the express written permission of Supplier. Dealer affirmatively represents unto Supplier that Dealer is not bound by the terms of any other motor fuels supply agreement relative to the Location and that Supplier has not induced, directed nor assisted Dealer in breaching the terms of any agreement with another motor fuel supplier.

5. PRICE OF PRODUCTS TO DEALER. Prices for all products purchased by Dealer from Supplier shall be Supplier's rack price from its supplier at its supplier's terminal, plus call and demand freight rates, plus Two Cents (\$0.02) per gallon, plus any applicable Superfund tax per gallon, plus the UST fee per gallon, plus any other applicable taxes, charges, duties and fees levied on any of the products of Supplier, or required to be collected by Supplier upon the sale, transportation or delivery of the products

6. TERMS OF PAYMENT. Motor fuel sales shall be net payment, COD, at time of delivery. Provided further, Supplier may, in its sole discretion, provide load to load, or 7 day credit or other deferred credit terms for payment. Supplier shall notify Dealer of the payment terms prior to, or at the time of any delivery of motor fuels. Supplier may, after providing credit terms, require Dealer, upon notice, to revert to making payments COD, for all fuel deliveries at any time during the term of this Agreement. Any notice to Dealer may be by facsimile or electronic transmission, verbal notice (inperson or by telephone), by e-mail, or any other commercially reasonable manner. Payment shall be made by draft or direct deposit into Supplier's bank account or by electronic fund transfer, at Supplier's election. For the purposes hereof, Dealer shall furnish Supplier with the name of the bank and the account number from which payments shall be directly drafted by electronic fund transfer and shall execute such documents and authorizations that may be necessary to provide for such transfer if such method of payment is chosen by Supplier. In the event any draft or electronic fund transfer is returned or dishonored by reason of insufficient funds or otherwise, Dealer shall be in default hereunder and in order to cure such default, as may otherwise be provided for in this Agreement, Dealer shall additionally pay unto Supplier an administrative charge of \$200.00 for each such dishonored instrument, transfer, or payment. Provided further, in the event of the return or dishonor of any draft or electronic fund transfer, or in the event Supplier has reasonable grounds upon which to believe that Dealer will not pay for fuel previously delivered to the Location in accordance herewith, then in either event, Supplier shall have the right to cause the removal (pump-out) of the in-ground fuel previously delivered to and stored upon the Location and to credit Dealer's account for such fuel in an amount equal to the price of products that Dealer owes for the delivery of such fuel removed, less the cost of the pump-out. Provided

further, upon any such return or dishonor of any draft or electronic fund transfer and prior to causing the removal of in- ground fuel as heretofore provided, Supplier shall have the right to enter upon the Location and cause an electronic or manual cut-off for disabling of the fuel dispensing equipment so that no in- ground fuel can be pumped until the pump-out is completed or until the fund transfer is honored, whichever occurs first.

7. CREDIT CARD NETWORK AND SALES. Dealer shall use and be responsible for all costs associated accepting credit cards, including but not limited to, connection, processing, and equipment fees during the Term of this Agreement. The Dealer shall only use the credit card network provided by and/or associated with Supplier's supplier or such other credit card network as directed by Supplier, which shall be maintained and upgraded by Dealer at its cost.

(a) No secondary or supplemental or other credit card network or credit card machines shall be used for the processing of any sales, whether for fuel, inventory, merchandise or otherwise. In the event that Dealer uses a separate EBT machine, Dealer shall be required to use a network or machine supplied by a state agency approved vendor. In the event of the unauthorized use of a credit card network or machine for processing sales at the Location, by Dealer or any of its Dealers or employees or contractors, Dealer shall be in default in its obligations under this Agreement. In the event of any such default, the cure for the unauthorized activity (in addition the discontinuance of such unauthorized activity), Dealer shall pay unto Supplier a five hundred dollar (\$500.00) cure fee for the first such default; and a one thousand dollar (\$1,000.00) cure fee for any subsequent default during the Term hereof. In the event of default by Dealer under any other terms of this Agreement, Supplier shall also be entitled to immediately disable Dealer's credit card network at the Location.

(b) Invoices from credit card sales shall be paid to Supplier in regard to approved credit card purchases from Dealer. Supplier shall credit Dealer's account for products purchased under this Agreement, for the amount of credit card sales paid to Supplier. Supplier reserves the right to not immediately repay credit cards sales due to Dealer but hold these funds on Dealer's account as additional credit against fuel purchases. Upon any failure by Dealer to strictly comply with the terms and conditions of credit card transactions at the Location, Supplier shall have the right to charge-back to the Dealer all sums not credited to or paid to Supplier as a result of defective, noncomplying credit card sales, or other charges Supplier is subject to, at the Location. Any "charge-backs" shall be immediately paid by Dealer to Supplier. Dealer shall be responsible for all point-of-sale programming, updates and installation and maintenance costs for EMV (Europay, Mastercard, and Visa) requirements from governmental agencies or oil companies.

8. USE OF TECHNOLOGY FOR PRICING SURVEY, INVENTORY MEASUREMENT, AND REPORTING OF SALES. Dealer shall have the option to use electronic software reporting systems for conducting market surveys of posted motor vehicle fuel prices, electronic measurement and reporting of motor vehicle fuel inventory levels, and recording and reporting of motor vehicle fuel sales as may be offered and/or provided by Supplier; current systems including but not limited to Black Box, Opis, and Price Advantage technology ("Reporting Systems"). Supplier may offer and/or provide new Reporting Systems as new technology emerges. In the event Dealer elects to use such Reporting Systems, Dealer shall be responsible for all applicable monthly charges and fees for the use of such Reporting Systems. Such monthly charges and expenses shall be paid via electronic fund transfers (EFT / ACH) from Dealer's account. Dealer agrees, further, to defend, indemnify and hold the Supplier, its subsidiaries, divisions, affiliates, Dealers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the use of such Reporting Systems.

9. DEALER'S BUSINESS. It is mutually agreed the business conducted by Dealer at the Location is the independent business of Dealer. This Agreement shall not be construed as reserving to or conferring upon Supplier any right to direct or control Dealer, any of Dealer's employees, or the conduct of Dealer's business. Dealer acknowledges Supplier has made no representation of profitability in regard to any business to be operated by Dealer at the Location. Further, Dealer has not relied upon any business information provided by Supplier. Dealer enters into this Agreement based upon the exercise of Dealer's own business judgment after having full opportunity to exercise due diligence on Dealer's own behalf. Dealer acknowledges its sole responsibility for: (1) pricing of all the products, including updating the retail price of motor vehicle fuels, sold at the Location; and (2) the operation of its business in accordance with all applicable laws, regulations and standards. Dealer agrees, further, to defend, indemnify and hold the Supplier, its subsidiaries, divisions, affiliates, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the Dealer's business.

Dealer affirmatively represents and warrants unto Supplier that Dealer is not under contract with another fuel supplier and is authorized to enter into this Agreement with Supplier. Further, Supplier has not induced Dealer to breach, nor has Supplier interfered with, any other existing contract between Dealer and any other product supplier. In the event Dealer is a corporation, limited liability company, or other entity that must register its existence, Dealer represents it is in good standing duly authorized to do business in the State where the location is situated. Further, the undersigned party executing this Agreement on behalf of Dealer has full and complete authority to bind the Dealer hereto. Further, it is

expressly agreed that the corporate representative executing this Agreement on behalf of Dealer shall be, in his or her individual capacity, jointly and severally liable and responsible, with Dealer, for the satisfaction of all obligations of Dealer under the terms of this Agreement.

10. UNDERGROUND STORAGE TANKS AND MAINTENANCE.

Dealer is in exclusive possession and control of the underground storage tanks, lines, and associated underground equipment at the Location. Dealer shall be responsible for all maintenance and repairs and all environmental issues or matters arising out of the use, maintenance or repair of such tanks, lines, pumps, dispensers and fuel equipment (including EMV upgrades), except any maintenance, repair or environmental costs or damage directly caused or arising from any intentional or negligent act or omission of Supplier. Dealer shall, throughout the term of the Agreement, provide daily tank stick readings to Supplier's transport company (hauler) in such manner as directed by Supplier. In addition, Dealer shall provide daily stick readings to Supplier. These daily stick readings shall be conducted with water detecting putty. Should the Dealer detect any water in the underground storage tanks, lines, and associated underground equipment at the Location, the Dealer shall promptly take all necessary, at the Dealer's sole cost, to cure and remove any water or other contaminants from the tanks, lines and fuel equipment. Dealer warrants that throughout the entire Term of this Agreement, Dealer's location shall be in full and complete compliance with all local, State and Federal environmental regulations and statutes pertaining to the storage, handling, and dispersing of petroleum products and motor fuels. Further, Dealer shall comply with all directions, instructions, or recommendations made by any environmental consultant retained by Supplier for the purposes of managing environmental and inventory control at the Location.

Dealer shall pay such premiums as may be necessary to have the storage tanks and pumping equipment covered under private underground storage tank insurance.

Upon the breach of this warranty, and in addition to any other remedies Supplier may have by law, Supplier shall have the right to immediately cease delivery of products to Dealer and terminate this Agreement. Without limiting the foregoing, Dealer shall, at its expense, cause the cleaning of the underground motor fuel storage tanks prior to Supplier's installation of any new, refurbished, or upgraded motor fuel pumping equipment or before the first delivery of motor fuels to the Location by Supplier, whichever occurs first. Dealer shall cause the cleaning of the underground storage tanks periodically during the Term of this Agreement, as may be reasonably required by Supplier. Dealer specifically acknowledges that Supplier has no obligation regarding underground tanks or submersible pumps or any other fueling equipment located in the tanks.

In the event it is determined, during the term of this Agreement, that the Location is environmentally contaminated as a result of a leak, spill, or other discharge of hazardous substances which constitutes a violation of local, state or federal law, rule, regulation or ordinance, Supplier shall have the right to suspend delivery of products to the Location until such contamination is remediated. During any remediation process Dealer shall remain liable unto Supplier for any shortfall payments due hereunder by virtue of Dealer's failure or inability to purchase the minimum number of gallons of petroleum products required under this Agreement, notwithstanding such suspension. In the alternative, in the event of such contamination, Supplier, at suppliers sole discretion shall have the right to terminate this Agreement in which case Dealer shall reimburse Supplier for all branding investment costs incurred by Supplier for branding of the Location and shall reimburse Supplier for all purchase incentive rebates received by Dealer under the terms of this Agreement.

11. INSTALLATION OF PETROLEUM PRODUCT DISPENSING AND OTHER EQUIPMENT.

Supplier shall cause, at its expense, the installation of petroleum product dispensing equipment and or accessories and/or fixtures at the Location as may be set forth on **Schedule 4** attached hereto and made part hereof. Dealer acknowledges that Supplier shall have the right to engage any qualified vendor for the purpose of acquisition and installation of the same or similar equipment described therein. The total cost to Supplier for the acquisition and installation of such equipment, accessories and fixtures shall be considered part of Supplier's branding investment under the terms of this Agreement. At all times relevant hereto, the Supplier shall be the sole and exclusive owner of the equipment listed on Schedule 4, with the full right and authorization of Dealer to remove the equipment listed on Schedule 4 upon a default under Section 19 of this Agreement which remains uncured for more than thirty (30) days of written notice of default hereunder. Dealer hereby grants to Supplier a power of attorney coupled with an interest in the equipment listed on Schedule 4, for the purpose of removing the equipment listed on Schedule 4 from the location upon an uncured default. Supplier shall have no liability whatsoever for removal of the equipment listed on Schedule 4 after notice and cure period.

12. REPAIR OR EQUIPMENT OBLIGATIONS OF DEALER. Dealer shall cause the repairs and/or maintenance upgrades at the Location, and install such equipment as may be specified in **Schedule 5** attached hereto and made part of this Agreement. Dealer shall commence such work promptly and pursue the same diligently through completion as set forth in Schedule 5 and as a prerequisite to Supplier's performance and obligations under section 2 of this Agreement.

13. LEASED EQUIPMENT. Dealer acknowledges that any equipment, accessories, and fixtures provided by Supplier under the terms of this Agreement may have been leased to Supplier by one or more leasing companies. In the event of a transfer or assignment of this Agreement, Supplier will continue to make any such equipment payments through the full term of any such lease agreement. Notwithstanding the foregoing in this Section 13, for purposes of this Agreement, Supplier shall be deemed to be the owner of any such equipment, accessories, and fixtures. Supplier shall have the right to enter upon and in the premises and remove any such equipment, accessories, and fixtures in the event of a default by Dealer under Section 19 herein. For purposes of the preceding sentence Dealer hereby grants Supplier a power of attorney coupled with an interest any such equipment, accessories, and fixtures to take all actions necessary and desired on in the name of Dealer to remove the said personal property from the premises including obtaining permits and granting rights to others reasonably required to carry out the removal.

14. BRANDING, TRADEMARKS, AND QUALITY ASSURANCE.

(a) *MOTOR FUEL BRAND & TRADEMARKS.* Supplier shall have the right to designate the branding of the motor fuels to be purchased by Dealer hereunder. The initial branding, if any, shall be as designated on **Schedule 6** attached hereto and made part of this Agreement. Supplier shall incur such costs as may be reasonably necessary for changing and or installation of the branding image of the Location, in order to obtain the approval of Supplier's chosen branded fuel supplier. Dealer shall be responsible for payment of any and all further sums necessary for signage or other branding image items in order to maintain such approval during the term of this Agreement. In the event Supplier changes branding during the term of this Agreement, all costs of maintaining the subsequent banding image(s), after Supplier's initial costs in rebranding the Location, shall be borne by Dealer. All signage shall be contingent upon and subject to the requirements of any applicable state or local law or ordinance.

Supplier, at it's sole discretion, may choose to rebrand the Location at any time, without the Dealers approval. In this event, this Wholesale Fuel Supply Agreeemnt shall remain in full effect for the duration of the Term. Any incentives paid to Supplier as a result of branding or rebranding a Location shall remian the property of the Supplier.

(b) *QUALITY ASSURANCE AND MARKETING.* Dealer acknowledges that Supplier's supplier maintains a program for product quality and marketing assurances. Specifically, Dealer shall:

(i) Comply with all quality and marketing programs, which shall include but not be limited to, oil company uniforms, employee name tags, clean and available restrooms, proper maintenance of

landscaping, buildings (interior and exterior), canopy and equipment, proper presentation and display of retail merchandise, maintenance and location of signs and other branding image items and other such matters pertaining to the brand image of the Location, and shall cooperate at all reasonable times and in all reasonable manners with all quality assurance programs and inspections;

(ii) Refrain from the sale, use, storage, rent, display, or offering at the Location of:

(a) pornographic or sexually explicit magazines, video tapes, compact discs, digital video discs, similar literature or items of merchandise;

(b) any item, in Supplier's judgment, that is intended or designed for use in ingesting, inhaling or otherwise consuming an illegal drug or from manufacturing or processing an illegal drug, including but not limited to pipes, tubes, roach clips, instructions or descriptive materials, or containers designed for concealing illegal drugs, drug paraphernalia, bath salts, or synthetic drugs designed to mimic the effects of illegal drugs; and

(c) any substance or item prohibited to be offered for sale by the branding and/or quality assurance standards of the motor fuel supplier providing motor fuel for sale or resale at the Location; and

(iii) Dealer shall, at Dealer's expense, properly install and display, all point of purchase marketing materials, all point of Purchase signage, credit card applications, and any related information. Further, Dealer, at its sole cost and expense, shall participate in any marketing or loyalty programs established by the brand of motor fuels sold at the Location. , Dealer shall, at Dealer's expense, have an appropriate company representative attend any training or informational programs offered.

It is acknowledged between the parties that Supplier and/or Supplier's supplier may conduct periodic "mystery shopper" or other inspections of the Location and operation of the business in order to determine whether Dealer is meeting the image, retail and Dealer service standards required under the terms of this Agreement. In the event Dealer scores below 80% of a perfect score, as shown on Schedule 9, or otherwise fails inspection as determined by Supplier or Supplier's supplier making the inspection and in accordance with the quality assurance standards, Dealer shall pay unto Supplier an inspection fee of \$500.00 or such amount charged by Supplier's supplier as an inspection fee, whichever is greater, due and payable within three days of Dealer receiving notice of such failure and a copy of the inspection report. The foregoing inspection fee shall apply to each and any failure of such inspections. Supplier shall have the right, in sole its discretion, to waive the requirement for payment of an inspection fee based upon its determination of Dealer's exercise of good faith in promptly

correcting all deficiencies of the inspection. Dealer shall also be subject to certain fines as provided for on the attached Fine Schedule as provided for on **Schedule 7** herein attached and incorporated for violations which may not result in a failing score.

In the event Dealer's branded retail facility does not meet such standards or requirements and which results in Supplier's receiving notice to debrand Dealer, or if such retail facility is abandoned, Dealer shall allow Supplier or Supplier's representatives to immediately remove all brand identification from the Location. Dealer shall be liable to Supplier for all expenses and damages incurred as a result thereof. For the purposes of this Agreement, the Location shall be deemed abandoned if it is not open for business during normal business hours for three consecutive days. Dealer expressly agrees that all of Supplier's, or Supplier's supplier, trademarks, names and colors appearing at the Location shall be kept clear and legible, and that Dealer will use only signs approved by Supplier to advertise products purchased by Dealer from Supplier. Supplier shall be entitled to withdraw or substitute at Supplier's cost the use of any particular trademark, name, or colors.

In the event Supplier determines, in its sole discretion, that Dealer is not in compliance with any marketing or quality assurance standard in regards to the physical condition of the Location, and the operation of the business thereon, Supplier shall have the right (but not the obligation) to enter upon the Location and to correct any deficiency or substandard condition and bill Dealer for the cost thereof. Dealer shall reimburse Supplier for any and all of such costs within seven days of receipt of the bill. Such reimbursement payment(s) shall be made by electronic fund transfer in the same manner as payment for products purchased from Supplier. Further, without limiting the foregoing, Dealer shall comply with the image and identification standards established, for "branded outlets" by Supplier's branded supplier.

15. FORCE MAJEURE. Supplier and Dealer acknowledge and agree that the terms and conditions set forth in of the Agreement shall continue to apply in full force and effect in connection with events of force majeure.

16. SECURITY DEPOSIT. Dealer shall pay unto Supplier a security deposit upon the execution of this Agreement in an amount and in the manner as specified on **Schedule 8** attached to this Agreement. During the term of this Agreement, Supplier shall have the right to apply all or part of said deposit to any sums owed by Dealer to Supplier under the terms of this Agreement. In such event, Supplier shall notify Dealer of such application and Dealer shall pay over to Supplier such amounts as may be

necessary to restore the full amount of the security deposit. Supplier's application of all or any portion of the security deposit shall not relieve Dealer from its obligations to make any payments due to Supplier nor prejudice Supplier's rights to exercise any remedy provided for herein, or at law, as a result of Dealer's default under the terms of this Agreement. Further, Dealer hereby grants Supplier a security interest in all of Dealer's business equipment, supplies, inventory and fixtures at the Location, in which Supplier shall have all the rights of a secured party under the terms of the Uniform Commercial Code, and which interest may be evidenced and/or perfected by the filing of a UCC-1 Financing and Fixture Filing Statement(s).

Under this Agreement, to secure full and timely performance of Dealer's obligations under this Agreement, the Dealer hereby grants to Supplier, for the benefit of Supplier, and agree to maintain so long as any portion of the Agreement is in effect, a first priority security interest in all of Dealer's business equipment, supplies, inventory and fixtures at the Location, and in all proceeds of the foregoing, all as security for the obligations of this Agreement. If at any time the Supplier determines that Dealer's business equipment, supplies, inventory and fixtures at the Location is subject to any right or claim of any person or entity other than Supplier. Dealer shall execute such documents and take such action as Supplier deems reasonably necessary or advisable to create, perfect, or evidence such liens and security interests. Supplier shall be entitled to take any action necessary to record its security interest. All security interests or liens granted pursuant to this section shall be released by Supplier upon the termination of the Agreement, and only if the Dealer is not in Default of the Agreement

17. ASSIGNMENT-SUBLETTING-SALE. Dealer shall not, without the prior written consent of Supplier p assign this Agreement or any interest in this Agreement, in part or whole. Further, Dealer shall not, without the prior written consent of Supplier permit the operation of the Location by any party other than Dealer. Supplier's consent shall not be unreasonably withheld. However, in making such a determination, Supplier may rely upon the financial condition, creditworthiness, and criminal background of any proposed assignee in making a determination to consent to the assignment. Dealer must provide Supplier with thirty (30) days prior written notice of a proposed consent together with all information requested by the Supplier for the proposed assignee. If approved, Dealer shall remit funds in the amount of \$2,000.00 for legal and administrative fees. Consent to the assignment shall not destroy this provision, and all later assignments shall be made likewise only on the prior written consent of Supplier. An assignee of Dealer, at the sole option of Supplier, shall become directly liable to Supplier for all obligations of Dealer under this Agreement. However, no assignment by Dealer shall relieve Dealer of any liability under this Agreement, and Dealer shall remain jointly and severally liable with assignee for the satisfaction and performance of all Dealer's obligations under the terms of this

Agreement. This Agreement is freely assignable by Supplier and in the event, Supplier elects to sell, assign or convey rights, titles and interest in this Agreement, Dealer shall provide a fuel estoppel agreement, in acceptable form to Supplier, confirming the terms of this Agreement at Supplier's request and without delay.

18. RESERVED.

19. DEFAULT, TERMINATION AND LIQUIDATED DAMAGES. All terms, conditions, covenants, warranties, and agreements contained in this Agreement are essential and material to the continued relationship between the parties. In addition to the aforementioned, the following shall constitute events of breach or default:

(a) failure to remit to Supplier any monies owed by Dealer to Supplier in accordance with the provisions of this Agreement;

(b) violation of any federal, state, county, or municipal law, including all ordinances, rules, or regulations relating to Dealer's operation of the business conducted pursuant to or in connection with this Agreement;

(c) false or misleading statements made by Dealer to Supplier, including, but not limited to, financial statements made or provided by Dealer in order to enter into this Agreement;

(d) the institution of any insolvency or a receivership proceeding in or against Dealer;

(e) failure of Dealer to pay taxes or license fees as required by the terms of this Agreement or by any law or regulation or arising out of Dealer's employment of any person;

(f) failure of Dealer to pay taxes or license fees as required by the terms of this Agreement or by any law or regulation or arising out of the operation of the Dealer's business;

(g) abandonment or cessation of operation of the business of Dealer;

(h) severe physical or mental disability of Dealer or the severe physical or mental disability of the majority of the ownership of the Dealer;

(i) severe physical or mental disability of any gaunantor of this Agreement;

(j) Willful adulteration, mislabeling, or misbranding of motor fuel or other violation by Dealer of trade mark requirements for products sold by Dealer as set forth under this Agreement;

(k) violation of any term or condition of the Agreement; or

(l) any act or omission allowing for termination, non-renewal or debranding of the Location or as provided under the Petroleum Marketing Practices Act 15 U.S.C. Sec. 2801 et seq.

. Subject to all rights under the Petroleum Marketing Practices Act, Supplier shall provide Dealer written notice of the occurrence of any event or breach which is cause for termination of this Agreement. Dealer shall have 15 days from the date of such notice in which to cure such breach or correct any condition or otherwise comply with the terms of this Agreement. If the Dealer does not cure the occurrence of the event or breach which is cause for termination this Agreement shall automatically be terminated at the expiration of such 15 day period. In the event Dealer receives written notice from Supplier of any events of default of this Agreement, Dealer specifically acknowledges and agrees that Supplier, through its agents, employees, contractors, officers, and directors, shall have the right to inspect Dealer's facility at the Location for purposes of determining compliance with this Agreement. In the event such event is not cured within 15 days of notice thereof, Supplier shall be entitled to take any corrective action or repairs necessary, at the Suppliers sole discretion, at the Dealer's sole expense. Notwithstanding the foregoing, in the event Dealer fails to remit Supplier any monies owed to Supplier under the terms hereunder, Supplier shall have the right to immediately suspend motor fuel delivery until such breach is cured. In the event such a breach is not cured within five 5 days from the date of written notice to Dealer, then in such event Supplier shall have the right to then immediately terminate this Agreement.

The parties hereto agree and stipulate that in the event of default by Dealer and early termination of this Agreement, Supplier's actual damages cannot be calculated with any degree of certainty as Supplier is relying upon Dealer's continuing purchase of petroleum products throughout the term of this Agreement. Accordingly, Dealer and Supplier specifically acknowledge and agree that such damages upon Dealer's breach would be virtually impossible to determine, and that the formula provided in this paragraph provides a reasonable pre-estimate of Supplier's probable loss that will be suffered by Supplier. Therefore, the parties agree that, in addition to any other amounts owed to Supplier hereunder, Dealer shall pay to Supplier as liquidated damages and not as a penalty a sum equal to FIVE CENTS (\$0.05) times the minimum number of gallons required to be purchased monthly as contained herein times the number of months remaining in the Term of this Agreement from the date of default. The parties further agree that the above formula is reasonable because the amount of such liquidated damages are decreased by each month that Dealer performs its obligations under this Agreement. Moreover, the parties stipulate and agree that their intent in using the above damages

formula is to provide a readily calculable pre-estimate of Supplier's probable loss upon breach and that it not be construed as a penalty.

It is further agreed that in the event of default by Dealer under any of the terms of this Agreement, and in addition to the previously described liquidated damages, Supplier shall be entitled to recoup from Dealer the unamortized portion of its investment in the Location that is more particularly described in **Schedule 4**. The investment described in **Schedule 4** shall be amortized on a "straight line" basis over the term of this Agreement. If Dealer defaults, and this Agreement is terminated before the end of the term, Supplier shall be entitled to immediate payment of the amount of the investment that has not been amortized on the date of default. Dealer acknowledges that recoupment by Supplier of the unamortized investment is a reasonable pre-estimate of Supplier's damages with respect to the investment, and that Supplier has the reasonable expectation that Dealer shall perform its obligations hereunder for the full term. In lieu of Supplier's right to recoupment of its investment in the Location, at the Supplier's sole discretion, Supplier may also immediately remove from, or disable at, the Location and retain full ownership of the petroleum product dispensing equipment, cash register, point of sale, and other branding image items installed pursuant to **Schedule 4**. Upon any default Supplier shall also be authorized and permitted to immediately remove all motor fuel products in the underground storage tanks at the Location, pursuant to Section 6 of this Agreement. Termination of this Agreement shall not affect or abridge the rights and obligations of the parties occurring prior to termination. Supplier may pursue any available legal remedies related to any default of the Agreement whether or not it exercises its right to declare this Agreement terminated. In addition to the foregoing, in the event of termination, Dealer shall pay to Supplier the cost of "debranding" the Location. "Debranding" is defined as the removal of all brand signage, brand color scheme, repayment of any unamortized oil company branding costs and rebates at the Location.

20. ATTORNEY'S FEES, COSTS, INTEREST. In the event it becomes necessary for Supplier to employ the services of its attorney to enforce any aspect of this Agreement, whether Dealer is in default of this Agreement or this Agreement is amended, assigned, or modified, Supplier shall be entitled to charge and collect administrative fee of \$2,000.00 and shall be entitled to reimbursement of all legal fees paid. In the event that either party files litigation regarding this Agreement, the losing party agrees to pay the prevailing party fifteen percent (15%) of the amount of damages for attorney's fees and costs of litigation, unless legal fees are awarded to the prevailing party by a court of competent jurisdiction.

21. MISCELLANEOUS.

(a) *DELIVERIES DELAYED OR PREVENTED.* Supplier will fill all orders with reasonable promptness, but shall not be liable for loss or damage due to delays or failure, in whole or in part, to fill orders resulting from acts of public enemies, regulations, orders of civil or military authorities, fires, floods, strikes, labor disputes, accidents, shortage of labor, shortage of crude oil, shortage of refined products, refinery capacity, shortage of materials, shortage of the means of transportation, or any other cause beyond Supplier's reasonable control, at its own plants, those of its sources of supply, or in connection with the delivery of its products. If Supplier is prevented by any of the foregoing causes from supplying the full quantities of any one or more of its products hereunder, Supplier shall have the right, without liability to Dealer, to allocate the quantity deliverable hereunder to Dealer, to its other parties under contracts calling for delivery of like products, and to its own requirements in such manner as it may deem reasonable, at Supplier's sole discretion, or according to any required allocation program, and Dealer shall be bound by such allocation. If Supplier is unable to deliver products for more than seventy-two (72) hours, Dealer shall have the right to purchase products from other suppliers until such time as Supplier can recommence delivery.

(i.) Supplier reserves the right to give preference in allocation to a dealer or group of dealers for any reason, in its sole discretion, including those dealers whose needs are related to providing fuel to customers whose responsibilities relate to the: (a) protection of life or health, (b) production and transportation of food and energy, (c) mass transportation, and (iv) national defense.

(ii.) Supplier's allocation plans may be put into effect on any geographic basis (including treating one geographic area differently from another) as Supplier may determine, without regard for the specific inventory at the place or places from which the supplied products are normally produced, shipped, or delivered.

(b) *INSURANCE.* Dealer shall continuously maintain general liability insurance and liquor liability insurance with such coverage as may be approved by Supplier and naming Supplier as an additional insured; and Dealer shall maintain workers' compensation insurance to all employees. Dealer shall furnish Supplier certificates establishing that the insurance requirements contained herein are met and maintained, from time to time, but at least annually, and upon request by Supplier. Additionally, Dealer shall reimburse Supplier, by EFT on a monthly basis, for any all insurance premiums incurred by Supplier, during the term of this Agreement, for fire, casualty, hazard, and liability insurance maintained by Supplier covering any equipment, accessories, fixtures and/or branding image items owned, leased, or rented by Supplier and installed at the Location. If Dealer fails

to provide a certificate of insurance after written notice from Supplier, Supplier may obtain such insurance and charge Dealer the actual cost of the insurance plus an administrative fee of \$100.00 per month.

(c) *CONTINGENCIES*. This Agreement, and the rights and obligations of the parties hereunder, is expressly contingent upon the approval of the Location, receipt of a survey of the Location supplied by Dealer, the branding image and specifications therefor, and Dealer's credit history being approved by Supplier's supplier. Further, in the event Supplier is obligated to cause the installation or upgrade of any motor fuel dispensing equipment or accessories at the Location, this Agreement is expressly contingent upon Supplier obtaining financing, by Agreement or otherwise, for such obligations upon terms and conditions acceptable to Supplier. Further is Agreement is contingent upon Dealer's third party landlord (and the prime landlord at the Location, if applicable), if any, executing an agreement 'in such form and substance satisfactory to Supplier and under which such landlord (and prime landlord) waives any right or claim, during the term of this Agreement, to the equipment, accessories, fixtures and branding image items installed and owned by Supplier, and acknowledges Supplier's exclusive right to supply motor fuel to the Location for the full term hereof. Dealer shall exercise good faith and make diligent efforts and cooperate with Supplier in obtaining the execution of such an agreement whereby landlord (and prime landlord) waives any right or claim, during the term of this Agreement, to the equipment, accessories, fixtures and branding image items installed and owned by Supplier, and acknowledges Supplier's exclusive right to supply motor fuel to the Location for the full term hereof. Failure to obtain such an agreement will give the Supplier the right to terminate this Agreement.

(d) *SEVERABILITY*. (i) If any one or more of the provisions of this Agreement are determined, by a court of competent jurisdiction, to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be of full force and effect. (ii) If, after the date of this Agreement, valid state or federal laws or regulations governing the relationship between Dealer and Supplier take effect, this Agreement shall be deemed amended and shall incorporate any mandatory requirements of such laws or regulations so long as they shall be effective, unless such amendment(s) shall operate to increase Supplier's taxes, costs or expenses hereunder, in which case Supplier shall have the option to terminate this Agreement by notice to Dealer.

(e) *ENTIRETY-AGREEMENT*. This Agreement constitutes the entire agreement and understanding between Supplier and Dealer merging and superseding all prior agreements, understandings, warranties and representations, whether oral, written, express, or implied, between Supplier and Dealer. All prior agreements between Supplier and Dealer concerning the subject matter hereof, relating to the Location

defined herein, are hereby terminated. Neither this Agreement nor any modification or waiver of any of the provisions hereof shall be binding upon Supplier or Dealer unless in writing, duly executed by Dealer and a duly authorized Dealer of Supplier.

(f) *NOTICES*. Any notice provided for herein shall be given in writing and shall be considered properly given when received if personally delivered, provided by verifiable electronic means or, if deposited in the United States mail by certified mail, return receipt requested, postage prepaid, properly addressed by either party to the other at such party's address shown above, or at any changed address of which notice is duly given, as of the date received. Dealer has an obligation to notify Supplier if they move or otherwise change the address noted above. If Dealer fails to notify Supplier of an address change, all mail sent by Supplier to Dealer's address shown above shall be deemed sufficient notice whether claimed or unclaimed.

(g) *Governing Law and Venue*. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Texas without giving effect to any choice of law provision or rule that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in the Northern District of Texas unless the jurisdiction of such courts is improper, in which event a Party may bring such suit, action or other proceeding in any court of competent jurisdiction in the District Court of Dallas County, Texas. Dealer consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Agreement located in Dallas County, Texas, and waives any objection thereto on the basis of personal jurisdiction or venue. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

(h) *JOINT AND SEVERAL LIABILITY*. In the event more than one person, firm, company or entity are named as Dealer hereunder, each such named person, firm, company and entity shall be jointly and severally liable unto Supplier for the satisfaction of the obligations of Dealer hereunder; and Supplier may look to any, all or any combination of them for such satisfaction thereof.

(i) *CROSS-DEFAULTS*. Any default by Dealer under the terms of this Agreement shall likewise constitute a default of Dealer, under the terms of any and all other agreements between these same parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts, whether or not pertaining to the Location, or other location or locations or to the sale or purchase for resale of motor fuels or other products. This provision

shall also apply to any agreements with Supplier's affiliates and related parties and in particular for the subject Location.

Default under the contracts shown in Exhibit A, will be considered a default of this Agreement.

Dealer expressly acknowledges Supplier would not have entered into this Agreement absent the agreements shown in Exhibit A. Further, the Dealer expressly acknowledges that not enforcing the cross-default provision would thwart the Supplier's bargain

In the event Dealer is a tenant of a third-party landlord at the Location, and tenant and/or third party landlord has acquired the written consent to this provision from such landlord by way of a separate document or agreement, default by Dealer hereunder shall likewise constitute a default under the terms of the lease between tenant and such landlord and a default under the lease shall be a default under this Agreement.

(j) *CREDIT CARD FRAUD SKIMMING*. Supplier shall have the right to immediately charge back to the Dealer any credit card "charge-backs" from the Supplier's Supplier immediately. In addition, Dealer is responsible for any credit card fraud which may occur at the Location including credit card skimming. Skimming is the theft of credit card information. This theft occurs when a third-party card-reading device is installed either outside or inside a fuel dispenser or other card-swiping terminal. This device allows a thief to capture a Dealer's credit and debit card information, including their PIN, with each card swipe. Dealer is responsible for any credit card or debit card information theft and the fraudulent charges that are a result of skimming. Dealer is required to daily check the pumps and all card swiping terminals for possible sources of Skimming.

(k) *QUALITY AND CLAIMS*. Supplier guarantees that all products delivered hereunder will be uniform in quality and according to industry standards. Any claim for deficiency in quality or quantity of any product is waived unless Dealer gives Supplier notice of such deficiency at time of delivery (or during the next period of regular business hours if night delivery) for quantity claims and within ninety-six (96) hours of discovery of the alleged deficiency for quality claims. Such notice shall fully set forth the facts on which Dealer's claim is based, and Supplier shall be given full opportunity to inspect, measure, and test the products and/or equipment involved. Dealer shall immediately notify Supplier if Suppliers equipment is leaking. Dealer's failure to comply with the above requirements shall operate as a waiver of any and all claims and remedies by Dealer against Supplier arising out of product defects, variances, or shortages.

(l) **GUARANTEE.** This Agreement is guaranteed by the terms in the Personal Guarantee of Fuel Supply Agreement.

22. INVENTORY. Reserved.

23. CREDIT CARD SETTLEMENTS. Every week, Supplier shall provide a credit card settlement paid by check, EFT, or other agreed upon means, to Dealer. This settlement shall be for the net amount of credit card funds held on behalf of Dealer as of the last week, which shall be netted against any currently owing but unpaid invoices. The Location shall be settled in weekly periods from Wednesday to Wednesday and settlement paid out on Friday. This settlement shall not be assignable upon assignment or transfer of this Agreement without the express written consent of Supplier. Supplier reserves the right to change the credit card settlement terms at any time. Payment for fuel shall be seven (7) day credit or other deferred credit terms for payment.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Wholesale Fuel Supply Agreement to be effective as of the Effective Date first written above.

SUPPLIER

HZ INVESTMENT & PROPERTIES LLC

By: _____
Hyder K. Lalani, Member

DEALER

HMK EXPRESS LLC

Signed by:
By: Mohsin Khan
93E74815541E4B7
Mohsin R. Khan, its owner

Signed by:
Mohsin Khan
93E74815541E4B7
MOHSIN R. KHAN, Individually

SCHEDULE 1 - PROPERTY DESCRIPTION

1105 Gray Hwy, Macon, GA 31211.

SCHEDULE 2 – OPTION TO EXTEND TERM

Dealer shall have the option to extend the Term for an additional five (5) year term with at least sixty (60) days' notice to Supplier, prior to the expiration of the then existing Term. Supplier reserves the right to not extend the Term, but Supplier will not be unreasonably withhold approval of a reasonable request to extend the Term of the Agreement between the Supplier and the Dealer. Each extended Term shall be on the same terms and conditions as set forth in this Agreement, except as otherwise specifically stated herein.

SCHEDULE 3 – PRODUCTS TO BE PROVIDED EXCLUSIVELY BY SUPPLIER

1. Regular, Super and Premium Gasoline;
2. Diesel;
3. E85/and other Ethanol Blends;
4. Bio Diesel;
5. Ethanol Free Fuel;
6. Boutique Fuels (Future);
7. Natural Gas Related Fuels (Future);
8. Electric Car Charging Networks (Future);
9. Lubricants and Oils (Future)
10. Hydrogen Fuels (Future); and
11. Any other fuel known or currently unknown used to power automobiles, trucks, tractors, boats, lawn mowers, etc.

**SCHEDULE 4 - EQUIPMENT, ACCESSORIES AND/OR FIXTURES TO BE INSTALLED BY
SUPPLIER**

None.

SCHEDULE 5 - DEALER'S REPAIR/MAINTENANCE AND EQUIPMENT OBLIGATIONS

None.

SCHEDULE 6 - BRANDING

The initial branding image to be installed at the Location, and the initial brand of motor fuels to be delivered to the Location for resale by Dealer shall be a brand approved by Supplier. Supplier reserves the right to change the brand at the Location at any time.

SCHEDULE 7 – FINE SCHEDULE

No Name Tag:	\$25.00
No Uniform:	\$50.00
Illegal Drugs/Drug Paraphenalia:	\$500.00

SCHEDULE 8- ALTERNATIVE SECURITY DEPOSIT PROVISIONS

The security deposit provisions of section 16 of this Agreement are modified as follows:

The total security deposit shall be \$25,000. In the event an ACH draft for the payment of fuel or the payment of rent is dishonored by Dealer's financial institution, the security deposit shall become \$40,000.00 and collected at \$.02 per gallon of fuel sold at the Location.

Said security deposit is collected and held by Supplier (HZ Investment & Properties LLC), and Kings Oil Company LLC is not responsible for the reimbursement of said security deposit at any time.

SCHEDULE 9
Field Inspection Evaluation

Exterior

Main Price ID sign functional and lighted	2
Main Price ID sign unobstructed and free of non-oil company signage	1
Landscape Free of Trash	2
Landscape Grass Cut and Neat	4
Parking Lot Neat and Clean	2
Parking Lot free of weeds growth	1
Parking Lot with no pot holes	1
Freshly painted curbs, poles and parking lines	2
All MPDs functioning correctly	4
All MPDs clean, free of spider webs and dirt	1
Pump Islands clean and well maintained	1
Card reader working with RECEIPT paper present	2
Credit Card Applications present	2
Current POP Present and clean	2
Nozzles and hoses clean/functional	2
All MPD displays operational	1
Trash Receptacles not over flowing and CLEAN	1
Valet supplies present. (Squeegees, paper towel and water)	2
Spanner clean, lit and well maintained	1
Canopy fascia maintained and lit	1
Canopy Clean and well maintained	1
Canopy lights working	2
Exterior lights working	1
Dumpster area clean and without debris	1
No storage or objects outside the building or at dumpster	1
No abandoned or illegally parked vehicles	1
Air & Water hose working outside	1
Building Exterior clean, painted and well maintained	1
Building Side walk clean, unobstructed and pressure washed	1
Store windows clean, not cracked and free of extra signage	1
Front door clean and free of unnecessary signage	1
Operation hours posted	1

INTERIOR

Odor Free	1
Comfortable Temperature	1

Inside Lights working and sufficient light	1
Clean Floor	2
Clean Walls / attractive & inviting ambiance	1
Ceiling tiles spotless and clean	1
Vents clean and dirt free	1
Clutter Free merchandising / Dealer navigation friendly	1
Floor Merchandisers well organized, properly placed and allowing navigation	1
Fully Stocked and Merchandised	1
No handwritten signs in the store	1
Shelves clean, free of dirt and front faced	1
Beverage Bar clean and inviting	1
Beverage equipment operational	1
Beverage Bar stocked	1
Cooler operational and clean	1
Cooler lights working	1
Check out area clean, clutter free and inviting	1
Waste receptacles clean and not overflowing	1
No storage in Dealer visible sales area	1

BATHROOMS

All available bathrooms open for Dealer use	1
Bathroom floors clean and neat	1
Bathroom walls clean and free of graffiti	1
Bathroom supplies present	2
Bathroom door clean, lock functioning correctly	1
Bathroom equipment Commode, urinal, sink, mirror, soap disp, paper disp, towel disp	1
Bathroom trash clean, not overflowing and well maintained	2

DEALER SERVICE

CSR in Uniform shirt	5
CSR wearing name tag	3
CSR well groomed	1
CSR acknowledged at entry and first interaction	1
CSR made eye contact	1
CSR courteous and provides pleasant Dealer service	1
CSR repeats sales amount and counts cash back	1
CSR provides welcome and parting remarks	1
CSR familiar with Oil Co programs and offers program sales	2

MISC

Pornographic Magazine on display

Any type of Drug Paraphernalia present

TOTAL SCORE

3
3
100

Credit Card Schedule Upon Conversion

Sales at Store		Notice to Kings Oil	Payment to Kings Oil	Payment to Dealer
Monday		Tuesday	Wednesday	Thursday
Tuesday		Wednesday	Thursday	Friday
Wednesday		Thursday	Friday	Monday
Thursday		Friday	Monday	Tuesday
Friday		Monday	Monday	Tuesday
Saturday		Monday	Monday	Tuesday
Sunday		Monday	Tuesday	Wednesday

Billing Terms

Load to Load

Payment is due at the earlier of 10 days or the date a new load is delivered.

7 Days

Payment is due within 7 days from date of delivery.

(Assuming 7-day payment terms)

Delivery Date	Draft Notice	Payment Due
Saturday	Friday	Monday
Sunday	Friday	Monday
Monday	Friday	Monday
Tuesday	Monday	Tuesday
Wednesday	Monday	Wednesday
Thursday	Tuesday	Thursday
Friday	Wednesday	Friday

Exhibit A

The following agreements between Supplier and Dealer shall be subject to the cross-default provisions of this Agreement:

1. Lease Agreement dated November 1, 2024 by and between HZ Properties & Marketing LLC and HMK EXPRESS LLC.

PERSONAL GUARANTY OF FUEL SUPPLY AGREEMENT

In order to induce **HZ INVESTMENT & PROPERTIES LLC**, a Georgia limited liability company to enter into this Agreement with MOHSIN R. KHAN (“Obligor”) and for other good and valuable consideration received, the undersigned, jointly and severally, irrevocably and unconditionally guaranty to **HZ INVESTMENT & PROPERTIES LLC** the prompt payment, performance and observance of those obligations contained in the Fuel Supply Agreement dated November 1, 2024 (“Agreement”), and all indebtedness, liabilities, obligations and agreements of any kind Obligor to **HZ INVESTMENT & PROPERTIES LLC**, however evidenced, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured or original, renewed or extended (the “Obligations”).

The undersigned hereby waives notice of acceptance of this guarantee and notice of any Obligations, and waives presentment, demand for payment, protest, notified of dishonor, or non-payment with respect to the Obligations.

The liability of the undersigned hereunder is primary and unconditional and shall not be subject to any offset, defense, or counterclaim of the Obligor. The liability of the undersigned shall not be discharged or satisfied hereunder except by the full payment and performance of all of the Obligations guaranteed hereunder, with interest until fully paid. This guarantee shall not be impaired or affected by, nor shall the undersigned have any defense hereto based upon any modification, supplement, extension, or amendment of the Obligations or any agreement relating thereto; or any of the Obligations or any of such agreements. This guarantee is a continuing one and is one of payment and not of collection.

The obligations of the undersigned hereunder shall be irrespective of the genuineness, validity, regularity, or enforceability of the Agreement or any circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

The liability of the undersigned on this guarantee shall be primary, direct, and immediate and not conditional or contingent upon pursuit by **HZ INVESTMENT & PROPERTIES LLC** of any remedies it may have against the Obligor, or its successors and assigns, or any other guarantor or any other person whatsoever, with respect to the Agreement, whether pursuant to the terms therefor by law. Without limiting the foregoing, **HZ INVESTMENT & PROPERTIES LLC** shall not be required to make any demand on Obligor, simultaneously with or prior or subsequent to enforcing **HZ**

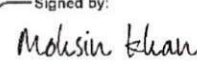
INVESTMENT & PROPERTIES LLC's remedies hereunder against the undersigned. Any one or more successive and/or concurrent actions may be brought hereon against the undersigned either in the same actions, if any, brought against Obligor or in separate actions, as often as **HZ INVESTMENT & PROPERTIES LLC** deems advisable.

No delay on the part of **HZ INVESTMENT & PROPERTIES LLC** in exercising any of its options, powers, or rights shall constitute a waiver thereof. This guaranty contains the entire agreement of **HZ INVESTMENT & PROPERTIES LLC** and the undersigned and no waiver of any of **HZ INVESTMENT & PROPERTIES LLC**'s rights hereunder and no modification amendment of this guaranty shall be deemed to be made by **HZ INVESTMENT & PROPERTIES LLC** unless the same shall in writing, duly signed on behalf of **HZ INVESTMENT & PROPERTIES LLC** and such waiver, if any, shall apply only with respect to the specific instance involved. The undersigned shall have no right of subrogation against the Obligor or any of its assets or property or any security held for any Obligations until **HZ INVESTMENT & PROPERTIES LLC** shall have been paid in full all Obligation.

This guarantee shall be governed and construed in accordance with the laws of the State of Texas and shall be binding upon the undersigned, their heirs, executors, administrators, successors, and assigns and shall inure to the benefit of **HZ INVESTMENT & PROPERTIES LLC**, its successors, and assigns.

The undersigned, if more than one, shall be jointly and severally liable hereunder, and the term "undersigned", wherever used herein, shall mean all the undersigned and any one or more of them. Anyone signing this guarantee shall be bound hereby whether or not anyone else signs this guarantee at any time. The term "**HZ INVESTMENT & PROPERTIES LLC**" includes any agent for **HZ INVESTMENT & PROPERTIES LLC** or acting for it.

Guarantor

Signed by:

93E74818541E4B7
Name: MOHSIN R. KHAN

Certificate Of Completion

Envelope Id: D9C80C5F7A62428FBCDE0DD63042FF61

Status: Sent

Subject: Complete with DocuSign: Lease & Wholesale Fuel Supply Agreement for 1105 Gray Hwy

Source Envelope:

Document Pages: 60

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Briskin Cross & Sanford LLC - DocuSign

AutoNav: Enabled

33 South Main Street

Envelope Stamping: Enabled

Suite 300

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Alpharetta, GA 30009

docusign@briskinlaw.com

IP Address: 209.10.146.36

Record Tracking

Status: Original

Holder: Briskin Cross & Sanford LLC - DocuSign

Location: DocuSign

11/6/2024 12:29:26 PM

docusign@briskinlaw.com

Signer Events**Signature****Timestamp**

Mohsin Khan

Mohsinrk1019@gmail.com

Owner

Security Level: Email, Account Authentication
(None)

Signed by:



83E74815541E4B7

Sent: 11/6/2024 12:50:58 PM

Viewed: 11/7/2024 8:51:42 PM

Signed: 11/11/2024 2:43:21 PM

Signature Adoption: Pre-selected Style

Using IP Address: 162.202.34.229

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 11/7/2024 8:51:42 PM

ID: 38733114-30f8-4101-878c-fa63d1166f26

Hyder Lalani

dannylalani@gmail.com

Member

Security Level: Email, Account Authentication
(None)

Sent: 11/11/2024 2:43:25 PM

Electronic Record and Signature Disclosure:

Accepted: 12/8/2023 7:27:28 AM

ID: e5d5d160-83c7-42aa-ac88-168ea854a06b

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Yoko Ariza

yariza@briskinlaw.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/9/2023 8:53:08 AM

ID: a16f7f2f-186e-40a2-8522-9b452b96d630

Witness Events**Signature****Timestamp**

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/6/2024 12:50:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Briskin, Cross Sanford, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Briskin, Cross Sanford, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: scourtney@briskinlaw.com

To advise Briskin, Cross Sanford, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at scourtney@briskinlaw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Briskin, Cross Sanford, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to scourtney@briskinlaw.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Briskin, Cross Sanford, LLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to scourtney@briskinlaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Briskin, Cross Sanford, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Briskin, Cross Sanford, LLC during the course of your relationship with Briskin, Cross Sanford, LLC.

COMMERCIAL SUBLEASE AGREEMENT

THIS COMMERCIAL SUBLEASE AGREEMENT (this “Lease”) is made and entered as of the Effective Date by and between Landlord and Tenant.

ARTICLE 1 DEFINITIONS

As used in this Lease, the following terms shall have the respective meanings set forth in Article 1 below. Other terms are defined elsewhere in this Lease. If there are any conflicts between the terms in this Article 1 and the terms in the remainder of the Lease, the terms in this Article 1 shall govern and control.

Effective Date (also known as the date of this Lease):	November 1, 2024
Landlord:	HZ Properties & Marketing, LLC, and/or assignees
Lender:	Any person or entity which made or makes a loan to Landlord, secured by a Security Instrument
Tenant:	HMK EXPRESS LLC, and/or assignees
Guarantor:	Mohsin R Khan
Premises:	The term, “Premises” shall mean the Land, Improvements and Personalty, collectively and as such terms are defined below. “Land” means that certain lot, tract or parcel of land, bearing a street address of 1105 Gray Hwy, Macon, GA 31211 as more particularly described in <u>Exhibit A</u> attached hereto and made a part hereof, together with all of Landlord’s easement rights and appurtenances thereto; “Improvements” mean all buildings (singularly or collectively, the “Buildings”), structures, improvements and fixtures now existing or hereafter situated on the Land, including without limitation, all canopies, lighting, electrical, mechanical, plumbing, heating, ventilation and air conditioning systems, underground storage tanks and system and motor fuel dispensers; “Personalty” means all equipment and other personal property owned by Landlord and situated on the Land, together with all additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease.

Initial Term and Term:	The period of time commencing on the Effective Date of this Lease and terminating on the last day of the one hundred twenty (120) full calendar month following the Rent Commencement Date, unless this Lease shall sooner terminate or be extended as provided herein; provided, however, if the Rent Commencement Date is not the first day of a month, then the Initial Term shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and thereafter for the total number of months set forth above (the “ Initial Term ”). Upon Landlord’s written request, Tenant shall
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	promptly execute and deliver to Landlord documentation confirming the date of Landlord's delivery of the Premises to Tenant, the Rent Commencement Date and Expiration Date of the Term of this Lease; provided, however, execution and delivery of such documentation shall in no event delay any such dates. Reference to the Term shall mean the Initial Term and Renewal Terms (if any and if applicable).
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Lease Year:	"Lease Year 1" means the period beginning on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month thereafter; provided, however, if the Rent Commencement Date is not the first day of a month, then Lease Year 1 shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and for a period of 12 full calendar months thereafter. "Lease Year" means each successive twelve (12) month period after Lease Year 1 occurring during the Term.
Renewal Options and Renewal Terms (if any):	One Renewal Option(s) (being the "Renewal Option"), having a term of sixty (60) full calendar months (the "Renewal Term"). If the foregoing fill-ins are not completed or left blank, then there shall be no Renewal Option(s) and Renewal Term(s).
Renewal Notice Deadline:	Exercisable by written notice to Landlord not more than two hundred and forty (240) days, and not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or the immediately succeeding Renewal Term, as applicable.

Rent for Initial Term is \$10,000 per month. The Rent shall increase Two percent (2%) annually to the Rent charged in the previous year for the entire Term, including any extensions and Renewal Terms of the Lease. Notwithstanding the foregoing, Tenant shall pay the amount of \$5,500 per month from December 2024 through February 2025 and \$7,500 per month for March 2025 through May 2025 for Lease Year 1.

Rent Commencement Date:	November 1, 2024
Expiration Date:	The last day in the last month of the Term or Renewal Term, as applicable

Late Charge:	5% of the unpaid Rent.
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Additional Rent:	This Lease is NNN ("Triple Net"). NNN (Triple Net) includes property tax, property insurance, common area maintenance fees, amounts, costs, expenses, liabilities and obligations due to or incurred by Landlord as a result of or in connection with the exercise of any right of Landlord under this Lease or Tenant's failure to perform any obligation hereunder.
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Estimated monthly Taxes for First 12	\$1,072.00
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Months of the Initial Term:	
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Permitted Use(s):	Use as a branded retail motor fuel outlet and convenience store, and for no other purpose or use whatsoever.
Tenant's Trade Name:	_____ and or the other brand name of the retail motor fuel sold at the Premises
Motor Fuel Supplier:	Kings Oil Company, LLC (or its successors or assigns)

Tenant's Address for Notices:	1105 Gray Hwy, Macon, GA 31211
Landlord's Address for Notices:	3172 Preservation Circle Lilburn, Georgia 30047

Rental Deposit: Tenant shall deposit with Landlord the first and last month's Rent in the amount of \$24,824.32

Exhibits:	<u>Exhibit A</u> – Legal Description of Land <u>Exhibit B</u> - Special Stipulations <u>Exhibit C</u> —Personal Guaranty of Mohsin R. Khan The Exhibits enumerated above (if any) are made a part of this Lease.
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ARTICLE 2

TERMS AND CONDITIONS

1. DEMISE. Landlord, for and in consideration of the rents, covenants and other payments hereinafter to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant, and Tenant, by these presents, does hereby rent and take the Premises from Landlord, subject to any state of facts that an accurate survey and inspection would show; to zoning ordinances affecting the Premises, to general utility, sewer and drainage easements of record, and to other easements, restrictions and encumbrances appearing in the public records of the county where the Land is situated on the Effective Date, to have and to hold for the Term.

2. TERM; ACCEPTANCE OF PREMISES. The Term of this Lease shall be effective on the Effective Date and continues thereafter through and until 11:59 p.m. on the Expiration Date. Tenant shall have and hold the Premises for the Term, unless sooner terminated or extended as hereinafter provided. Tenant takes and accepts the Premises upon the terms and conditions herein contained and in its present condition and **AS IS, WHERE IS, WITH ALL FAULTS CONDITION**, and hereby stipulates that the Premises are suited for the use intended by Tenant, except as may be otherwise expressly provided in this Lease. Tenant agrees that Landlord has made no representations and/or warranties, express or implied, with respect to the Premises; that it has examined the Premises and is fully satisfied with the condition thereof, including but not limited to the economic viability, profitability or business potential of the business thereon; and that it is solely relying on the results of its own investigation relative to the entry of this Lease.

3. RENT. During the Term, Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, the sums designated as Rent for the respective periods, as set forth in Article 1. This Lease is a "net, net, net" (a.k.a. "triple net") Lease. In addition to Rent under Article I, Tenant shall pay when due, without demand, deduction, setoff, or counterclaim (including any interest, late fees or penalties due) all of which shall be included in the term Additional Rent including but not limited to:

- (a) All utility charges and other expenses incurred in the operation of the Property, including water and sewer charges;
- (b) All taxes, fees, and charges imposed by governmental authority on the Property or its use or the Lease, including use and occupancy taxes, business use taxes and license fees and including real property taxes on the land, buildings and other improvements; and
- (c) The cost of fire and extended coverage insurance in an amount sufficient to cover the full replacement cost of the building(s) and other improvements on the Property.

Tenant shall also pay when due, all taxes, fees, and charges imposed by governmental authority relating to the Businesses, including those measured by income, as well as sales and use and personal property taxes on Tenant's personal property. References to "**Rent**" shall mean the sums designated as Base Rent and Additional Rent. Rent shall be paid in lawful money of the United States, at Landlord's Address for Notices; provided, however, Landlord reserves the right to collect Rent by electronic means, including electronic funds transfer or ACH or by online (Web-based) means, and Tenant hereby covenants and agrees, from time to time, to execute any and all documents required to facilitate payment by such means. Tenant shall commence payment of Rent on the Rent Commencement Date. Unless otherwise provided by this Lease, all amounts due from Tenant to Landlord for Rent shall be payable by the third (3rd) calendar day of each and every calendar month hereunder, in advance; provided, however, Rent shall be prorated for a partial month. It shall be Tenant's responsibility to ensure that Rent payments are received by Landlord on or before the date when such payments are due. Payments that are mailed are done so at Tenant's sole risk and, regardless of when a payment is mailed, payment shall not be deemed received by Landlord until the payment is actually in Landlord's possession. If Landlord fails to receive all or any portion of Rent by its due date, Tenant shall pay a Late Charge to Landlord, as Additional Rent, such amount being an administrative charge payable to Landlord to handle the additional costs incurred by Landlord in connection with such late payment, together with interest on the amount of Rent due at the rate of One and One-Half Percent (1.50%) per month (the "**Default Rate**"), calculated from the due date of the delinquent Rent through the date of payment thereof. Nothing in this Section 3 shall authorize Tenant to pay Rent later than the due date, and acceptance of a late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law or in equity. Should Landlord, at its option, either extend the time of payment or accept partial Rent payment due, neither of such actions shall prejudice Landlord's right to subsequently insist upon Tenant's strict compliance with the requirements hereof, and Landlord's acceptance of any

partial Rent payment shall be without prejudice to Landlord's right to recover the balance of Rent then owing or to pursue any remedy provided for in this Lease. Should Tenant present a check to Landlord that is returned by Tenant's bank for any reason or should an electronic payment not clear, post or be valid for any reason, Tenant agrees to pay Landlord, on demand, a service charge equal to \$1,000 plus an amount equal to any bank fee charged to Landlord.

4. UTILITIES. During the Lease Term, Tenant shall open its own accounts for utilities serving the Premises. Tenant shall bear and pay all utility bills, including, but not limited to gas, electricity, water, sewer, sanitation, fuel, telephone, internet, and all other utilities required by Tenant for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection, other sanitary services, or other amounts due, Landlord may pay same and such payment may be added to the following months' rent. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Premises. Landlord shall not be liable for any interruptions in utility services, which are due to fire, accident, strike, acts of God, or other causes beyond the reasonable control of Landlord.

5. USE OF PREMISES. Premises shall be used for the Permitted Use(s) and no other. The Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or entity to use the Premises or any portion thereof in violation of the laws of the Governmental Authorities (as defined in Section 31 hereof). Tenant agrees to keep the Premises open on days and at hours reasonably customary for the Permitted Use(s) in the county where the Premises are located and in any event subject to, and in compliance with, the requirements and rules of the Motor Fuel Supplier and motor fuel brand, will operate Premises under Tenant's Trade Name, and will keep the Premises fully-stocked with merchandise with an adequate supply of merchandise and products for sale to the general public. Tenant, at Tenant's expense, shall be responsible to procure and maintain all state and local licenses and permits that may be required for Tenant to operate the Premises for the Permitted Use(s). Tenant shall not at any time abandon the Premises but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the Premises the type of business for which the Premises are leased. Tenant shall operate its business in a high class and reputable manner, so as to maintain a character in keeping with the area surrounding the Premises. This Lease shall be deemed and construed to be a "triple net lease" and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder. Landlord reserves the right to promulgate reasonable rules and regulations, as in its judgment may, from time to time, be needed for safety, care and cleanliness of the Premises, and for the preservation of good order therein. Such rules and regulations shall be effective upon notice to Tenant.

Use of Technology. Tenant shall use such electronic software reporting systems for conducting market surveys, electronic measurement, tracking, and reporting of fuel and merchandise sales and all other sales conducted at the Premises as directed by Landlord, including but not limited to, Black Box, Opis, JBOX, Wireless Guardian, and Price Advantage technology ("Reporting Systems"). Tenant shall be responsible for all applicable monthly charges and fees for the use of such Reporting Systems, with such monthly charges and expenses to be paid via electronic transfers (EFT/ACH) from Tenant's account, and Tenant agrees, further, to defend indemnify and hold Landlord, its subsidiaries, divisions, affiliates, tenants and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the use of such Reporting Systems.

6. CARE OF THE PREMISES. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises, including all equipment located thereon. Tenant 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 all equipment, fixtures and other improvements located upon the Premises. Tenant further agrees to maintain the grounds around the building, including the mowing of grass, care of shrubs, and general landscaping. Additionally, Tenant shall be responsible for repairs to the roof, foundation, exterior walls, underground utility, and sewer pipes. 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 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. Should the Tenant put in place or replace a fixture, the Tenant agrees that any fixture put in place or replaced by the Tenant shall become part of the Premises. Further, Tenant shall not be entitled to any remuneration or payment for any fixture Tenant puts in place or replaces, unless otherwise agreed to in writing.

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, equipment, fixtures, or other improvements located thereon whatsoever. All costs of repairs and maintenance shall be borne by Tenant, at Tenants sole expense.

Environmental Management and Inspection Fees. Tenant shall keep in good repair the underground gasoline storage tanks and underground fuel lines. Tenant shall also pay for its monthly environmental management consulting fees during the Term and any extended term of this Lease. Tenant shall select an environmental firm of its choosing, and nothing contained herein shall be deemed to prohibit Tenant from selecting any qualified environmental management company to perform environmental management services for Tenant in regard to the Premises, at a cost that is usual and customary in the industry. Landlord shall be under no obligation to inspect the Premises. 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 but not for any matters arising before the inception hereof.

Further, if applicable, Tenant agrees to participate in the applicable state's Petroleum Storage Tank Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the applicable state's Storage Tank Trust Fund should a release occur, unless such release is caused by the failure of Landlord to keep the underground gasoline storage tanks and underground fuel lines in good repair, as provided herein.

Tenant agrees to inspect the Premises, including any and all underground gasoline storage tanks and underground fuel lines prior to taking possession of the Premises. After the Tenant inspects the underground gasoline storage tanks and underground fuel lines, the Tenant shall forward any and all inspection reports related to the underground gasoline storage tanks and underground fuel lines to the Landlord. Failure to do so will create an irrebuttable presumption that the underground gasoline storage tanks and underground fuel lines were in good repair when the Tenant took possession of the Premises.

Record Keeping. Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of three (3) years. Failure to do so will create an irrebuttable presumption that the underground gasoline storage tanks and underground fuel lines were properly maintained by the Landlord at all relevant times. Further, Tenant shall provide to Landlord a monthly sales revenue report each quarter. The monthly sales revenue report shall be due to the Landlord on the 10th day of the month following the end of each quarter. The report shall be in a form acceptable to the Landlord, determined at the sole discretion of the Landlord.

7. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Location 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.

8. TAXES. Tenant as part of the Additional Rent due to Landlord shall pay all Taxes relating to the Premises to the Landlord on a monthly basis, with one/twelfth (1/12) of the total amount of annual taxes (based on the immediately prior tax year), and Landlord shall make the payments to the taxing agencies when such payments are due. Landlord shall give the Tenant a notice annually stating the amount of monthly tax payments payable to Landlord under this Section. "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. (collectively, the "Taxes").

9. INSURANCE. Tenant shall, during the Term of this Lease, and at Tenant's expense, maintain in full force and effect: (a) All risk property insurance covering (i) the Improvements and Personalty, and all building materials and other property which constitute part of the Premises, and (ii) Tenant's trade fixtures, signs, inventory and supplies, furniture, equipment, and improvements and betterments installed by Tenant, all amounts not less than one hundred percent (100%) of the full replacement value thereof (as reasonably determined by Landlord); (b) Contractual and comprehensive commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, which insurance shall be written on a so-called occurrence basis, and shall provide minimum protection with a combined single limit in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) for any one occurrence, and such insurance shall have a deductible of not greater than Five Thousand and No/100 Dollars (\$5,000.00); (c) Business interruption and loss of rent insurance in amounts sufficient to compensate Landlord for all Base Rent, Additional Rent and other amounts payable hereunder for a period of not less than twelve (12) months, the amount of such coverage to be adjusted annually to reflect the Base Rent, Additional Rent and other amounts payable during the succeeding twelve (12) month period; (d) Liability insurance which shall include coverage for all liabilities arising out of the dispensing or selling of alcoholic beverages imposed under any laws, including, without limitation a "dram shop" or alcoholic beverage control act.; and (e) Such additional and/or other insurance coverage, endorsements, or deductibles with respect to the Premises and in such amounts as reasonably requested by Landlord or its Lender. Every insurance policy maintained pursuant to this Lease shall (a) provide that the issuer waives all rights of subrogation against Landlord, any successor to Landlord's interests in the Premises and Landlord's Lender, and (b) provide that thirty (30) days' advance notice of cancellation, modification, termination or lapse of coverage shall be given to Landlord and Landlord's Lender and that such insurance, as to the interest of Landlord and Landlord's Lender, shall not be invalidated by any act or neglect of Landlord, Landlord's Lender, Tenant or any party, nor by any foreclosure or any other proceedings relating to the Premises, nor by any change in the title ownership of the Premises, nor by use or occupation of the Premises for purposes more hazardous than are permitted by such policy, and (c) be primary and without right or provision of contribution as to any other insurance carried by Landlord or any other interested party. The insurance required by this Section 9 shall be written by companies and agencies reasonably satisfactory to Landlord. All policies of property insurance provided for herein shall name the Landlord and the Landlord's Lender (if any), as loss payee and additional insured, as their interest may appear, and all liability policies shall name the Landlord, the Landlord's Lender (if any) as additional insured, as their respective interests may appear.

10. DESTRUCTION OF OR DAMAGE TO PREMISES. If the Premises are totally destroyed by storm, fire not caused by the Tenant, lightning, earthquake, or other casualty not caused by the Tenant, this Lease shall terminate. If the Premises are not totally destroyed, Landlord and Tenant shall cooperate to submit the damage claim to the insurance provider provided that such casualty was not caused by the actions or inaction of Tenant. If the insurance company approves the claim but in the event that (a) the insurance proceeds payable in connection with such damage and destruction shall be insufficient to make such restoration, (b) the Premises shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance, (c) the Buildings at the Premises shall be destroyed or rendered untenable by any casualty to the extent of at least fifty percent (50%) of the gross rental area of the Buildings, as determined by Landlord, (d) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction, (e) the holder of any Security Instrument require that such proceeds shall be applied against any indebtedness owed to such holder, Landlord may elect to terminate this Lease by giving notice to Tenant within ninety (90) days after the occurrence of such casualty. In the event the Premises are partially or totally damaged or destroyed by a casualty at any time during the last two (2) years of the Initial Term, or within two (2) years before the expiration of any Renewal Term, Landlord may elect to terminate this Lease by giving notice to Tenant within ninety (90) days after the occurrence of such casualty. Rent shall be adjusted as of the date of such termination. Landlord's obligation to rebuild or repair the Premises under this Section 10 shall in any event be limited to restoring the Premises to substantially the condition in which the same existed prior to the casualty, and Tenant agrees that promptly after the completion of such work by Landlord, Tenant will proceed with reasonable diligence and at its sole cost and expense to restore all alterations, additions and improvements done by Tenant within the Premises to substantially the condition in which the same existed prior to the casualty. Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild

the Premises or the Improvements and may, at its option, terminate this Lease, unless the damage or destruction is a result of a casualty covered by an insurance policy and the proceeds from the insurance are made available to Landlord for rebuilding. All of the insurance proceeds, excluding proceeds for Tenant's trade fixtures, merchandise, signs and other personal property, shall be retained by and be the property of Landlord. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of a casualty until Landlord's repairs are completed, the Base Rent and Additional Rent shall not abate. Tenant shall not be entitled to and 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. CONDEMNATION. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased (as reasonably determined by Landlord), are condemned by any legally constituted authority for any public use or purpose, then, in either of said events, the Term of this Lease shall cease from the date when possession thereof is taken by public authorities, and Rent and Additional Rent shall be accounted for as between Landlord and Tenant as of said date. If such partial taking is not extensive enough to render the Premises unusable for the purposes herein leased (as reasonably determined by Landlord), then this Lease shall continue in effect, except that the Base Rent shall be reduced in the same proportion that the leasable floor area of the Premises taken bears to the original leasable floor area leased and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Premises, but such work shall not exceed the scope of work in originally constructing the Premises, nor shall Landlord, in any event, be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. Tenant hereby irrevocably assigns to Landlord, any award or payment in respect of any condemnation; provided, that (except as hereinafter provided) nothing in this Lease shall be deemed to assign to Landlord any award relating to the taking of Tenant's own tangible property and damages for Tenant's loss of business, business interruption, or removal and relocation or any award or payment on account of the Tenant's moving expenses and out-of-pocket expenses incidental to the move, if available, to the extent Tenant shall have a right to make a separate claim therefor against the condemnor, it being agreed, however, that Tenant shall in no event be entitled to any payment that reduces the award to which Landlord is or would be entitled for the condemnation of Landlord's interest in the Premises or for the taking of all or part of the fee simple estate.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest herein or in the Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant. Upon any request to assign or sublet, Tenant will pay to Landlord the assignment/subletting fee in the amount of \$2,500 which shall include all of Landlord's costs, including attorney's fees regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 12 shall be void. Consent to one or more such transfers or subleases shall not destroy or waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord. Sublessees, assignees or transferees of the Premises for the balance of the Lease Term shall become directly liable to Landlord for all obligations of Tenant hereunder. If Tenant is a partnership or limited liability company, a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners or members owning a controlling interest in the Tenant shall be deemed a voluntary assignment of this Lease and subject to the forgoing provisions. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest in the capital stock of Tenant, whether in a single transaction or in a series of transactions, shall be deemed a voluntary assignment of this Lease and subject to the foregoing provisions. Landlord may, as a prior condition to considering any request for consent to an assignment or sublease, require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee and such other financial documentation relative to the proposed subtenant or assignee as Landlord may reasonably require. In the event Landlord consents to an assignment or sublease, Tenant shall pay to the Landlord a fee to cover Landlord's accounting costs plus any legal fees incurred by Landlord as a result of the assignment or sublease. The consent of Landlord to any proposed assignment or sublease may be withheld by Landlord in its sole and absolute discretion. Should the Landlord consent to the assignment and Tenant and the assignee of Tenant comply with all conditions of the assignment which may include but is not limited to payment of all back owed rent and other fees and charges and an additional security deposit from the assignee or subtenant as a condition of its consent, then Tenant and any existing Guarantor shall be released from all liability and obligations under the Lease.

Any consideration, in excess of the Rent and other charges and sums due and payable by Tenant under this Lease, paid to Tenant by any assignee of this Lease for its assignment, or by any sublessee under or in connection with its sublease, or otherwise paid to Tenant by another party for use and occupancy of the Demised Premises or any portion thereof, shall be promptly remitted by Tenant to Landlord as additional rent hereunder and Tenant shall have no right or claim thereto as against Landlord. No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease.

13. FUEL SUPPLY AGREEMENT AND DEPOSIT: Tenant shall assume the existing fuel supply agreement and pay all costs associated with the assumption. Tenant shall also deposit with Landlord \$25,000 for the Wholesale Fuel Supply Agreement which Tenant shall enter with Kings Oil Company, LLC.

14. EVENTS OF DEFAULT.

- (a) The occurrence of any one or more of the following events during the Term of this Lease shall constitute an event of default under this Lease on the part of the Tenant: (i) If the Base Rent or any part thereof, or any sum of money due or payable as Rent or Additional Rent under the provisions of this Lease, shall not be paid on any day whereon such payment is due and such default shall continue for a period of five (5) calendar days after notice of default; (ii) Tenant fails to be open for business as required by this Lease, or vacates or abandons the Premises; (iii) the estate created in Tenant or any Guarantor hereof is taken in execution or by other process of law, or all or a substantial part of the assets of Tenant or any Guarantor hereof is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation, or Tenant or any such Guarantor makes an assignment for the benefit of creditors, or admits in writing that it cannot meet its obligations as such obligations become due, or is adjudicated a bankrupt, or Tenant or any such Guarantor institutes any proceedings under any federal or state insolvency or bankruptcy law, or under any other act relating to the subject of bankruptcy wherein Tenant or any such Guarantor seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against Tenant or any such Guarantor under any such insolvency or bankruptcy law or if the Tenant enters into any agreement whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred. If any insolvency proceedings, such as those referred to in this Section 14, are instituted against Tenant, the Premises shall not become an asset in any such proceedings; (iv) a lien is filed against the real property and is not removed within ten (10) days after request by Landlord; or (v) If Tenant violates or is in default of any other agreements between Landlord and Tenant the Tenant shall be in default of this Lease. Except for events enumerated in the other subsections below of this Section 14, Tenant fails in the observance or performance of any of its other covenants, agreements or conditions provided for in this Lease, and said failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, unless such failure cannot reasonably be cured within ten (10) days and Tenant shall have commenced to cure said failure within said ten (10) days and continues diligently to pursue the curing of the same, which cure shall occur no later than sixty (60) days from the date of such notice from Landlord.

- (b) Notwithstanding the foregoing provisions of Section 14(a), if a default by Tenant occurs two (2) or more times in any Lease Year, then, notwithstanding that each of such defaults have been cured by Tenant within the period for cure (if any) allowed in the Lease, any future default within such Lease Year shall be deemed an event of default without Landlord being required to give any further notice and opportunity to cure.

15. REMEDIES UPON DEFAULT.

- (a) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following rights and remedies without any notice or demand whatsoever except as otherwise indicated below:

- (i) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant immediately shall surrender the Premises to Landlord on the date specified in such notice; and/or

(ii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises and take possession thereof, and Landlord may rent the Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any Rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

(iii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises, by force if necessary, and, at Landlord's election, under any available process, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant shall pay Landlord promptly upon invoice any expenses, including attorney's fees, which Landlord incurs in thus effecting compliance with Tenant's obligations under this Lease, but Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise. No such entry or action by Landlord shall relieve Tenant of the liability for Rent or other sums then accrued or which thereafter accrue; and/or

(iv) terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's event of default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (A) the Rent and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease Term over (B) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (B) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the Term of the Lease, (B) the then-current market conditions in the general area in which the Premises are located, (C) the likelihood of reletting the Premises for a period of time equal to the remainder of the Term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Premises are located, (E) the vacancy levels in comparable quality buildings in the general area in which the Building is located, (F) the anticipated duration of the period the Premises will be unoccupied prior to reletting, (G) the anticipated cost of reletting, and (H) the current levels of new construction that will be completed during the remainder of the Term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. §13-6-7; and/or

(v) pursue any and all other remedies provided or permitted by law or equity, including but not limited to a dispossession or eviction; all remedies being cumulative.

(b) Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(c) Tenant hereby appoints as its agent to receive service of all dispossession or distraint proceedings, together with notices thereunder, the person in charge of the Premises at the time, or occupying the Premises, and if no person is then in charge of or occupying the Premises, then such service or notice may be made by attaching the same to the main entrance of the Premises, provided that a copy of any such proceedings or notice shall be sent to Tenant in the manner provided for notices hereunder, at the address for notices to Tenant in Article 1.

(d) Any actual costs and expenses incurred by Landlord (including, without limitation, its actual attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be repaid to Landlord by Tenant upon ten (10) days written notice from Landlord. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to termination thereof.

16. SIGNAGE. Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction ("Signs") on the exterior of the Premises, the common areas of the building upon the Premises, the interior surface of glass and any other location which could be visible from outside of the Premises without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable to the Premises. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and work-man like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs. Tenant will, at its sole cost and expense, maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times, and be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

17. LANDLORD'S RIGHT OF ENTRY. Landlord shall retain duplicate keys to all doors of the Premises and shall have the right to enter the Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit the Premises to Lenders, prospective Lenders, purchasers or tenants (with respect to tenants, only during the last six (6) months of the Term), and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom unless such damages are a direct result of Landlord's gross negligence or willful misconduct. During the one hundred and eighty (180) days prior to the expiration or earlier termination of the Lease Term, Landlord may place a "For Lease" or like sign at the Premises.

18. SUBORDINATION AND ATTORNMENT; ESTOPPEL CERTIFICATE. Tenant agrees that this Lease shall remain subject and subordinate to all Security Instruments and the lien and security interest created thereby and the indebtedness owed to the Lender. The terms of this provision shall be self-operative and no further instrument of subordination shall be required by any Lender or Security Instrument, and Tenant shall promptly execute and deliver to Landlord such certificate or instrument in writing as Landlord may request, showing the subordination of the Lease to such Security Instrument. If the holder of any Security Instrument shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, then, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any reasonable instrument that may be necessary to evidence such attornment. Tenant shall upon request by Landlord, at any time and from time to time, execute, acknowledge and deliver to Landlord a written statement certifying as follows: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (c) the date to which any Rent and other charges have been paid in advance, if any; and (d) such other matters as may reasonably be requested by the party requesting the certificate, without requiring Landlord to make alterations or improvements to the Premises or modifications to the Lease. Any such statements may be relied upon by Lender, the recipient of such statements or their assignees or by any prospective purchaser, assignee or subtenant of the Premises.

19. QUIET ENJOYMENT; LANDLORD'S RIGHT TO CONVEY; SURVIVAL. This Lease shall create the relationship of landlord and tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease Term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Landlord shall be entitled to convey and otherwise dispose of the Premises and its entire interest under this Lease, at any time, and thereafter shall not be subject to any liability resulting from any act or omission or event occurring on or after such conveyance, provided that the purchaser, in connection with such conveyance, expressly assumes Landlord's agreements and covenants under this Lease accruing on or after the effective date of the conveyance. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or in order to perform any act

after the expiration or earlier termination of this Lease, including but not limited to the obligations to indemnify under this Lease, shall survive the expiration or earlier termination of the Term, notwithstanding the lack of presence of any express term or provision to that effect.

20. HOLDING OVER. If Tenant remains in possession after expiration or termination of the Lease Term with or without Landlord's written consent, Tenant shall become a tenant-at-sufferance, and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease (other than such provisions relating to the Lease Term and any renewal or extension thereof) shall be and remain in effect except that the monthly rental shall be one hundred and fifty percent (150.00%) the amount of Rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. The inclusion of the preceding sentence in this Lease shall not be construed as Landlord's consent for Tenant to hold over.

21. ATTORNEY'S FEES. If, because of any default in Tenant's obligations hereunder or if an event of default occurs hereunder, Landlord shall employ an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, Tenant agrees to pay Landlord's actual legal fees and out of pocket expenses, including but not limited to filing fees and court costs, incurred by Landlord.

22. BROKER'S COMMISSION. Tenant and Landlord each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity.

23. ENVIRONMENTAL COMPLIANCE. The term "**Hazardous Materials**" shall include, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in or pursuant to any laws, or subject to regulation under any law; or (ii) explosive, radioactive, asbestos, asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum or a petroleum product or waste oil. The term "**Environmental Laws**" shall include all laws pertaining to health, industrial hygiene, Hazardous Materials or the environment. Tenant shall maintain at Tenant's expense, insurance pursuant to the Georgia Underground Storage Tank Act (GUST). Tenant shall at all times abide by and comply with the Environmental Laws of any Governmental Authorities having jurisdiction over underground motor fuel storage tanks at the Premises. Tenant shall test the underground fuel storage tanks, leak detectors, lines and dispensers as frequently as required by the Environmental Laws and in no event less than once each year pursuant to one of the approved methods of testing set forth in the Environmental Laws.

24. INSOLVENCY. If Tenant becomes a debtor under Chapter 7 of the Bankruptcy Code ("Code") or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11, 12, or 13 of the Code, or a proceeding is filed under Chapter 7 and is converted to Chapters 11, 12, or 13, the Trustee or Tenant, as debtor or debtor-in-possession, may not elect to assume this Lease unless, at the time of the assumption, the Trustee or Tenant has:

(a) Cured any existing default or provided Landlord "Adequate Assurance" (as defined below) that:

(i) Within ten (10) days from the date of the assumption, the Trustee or Tenant will cure all monetary defaults under this Lease and compensate Landlord for any actual pecuniary loss resulting from any existing default, including without limitation, Landlord's reasonable costs, expenses, accrued interest and attorneys' fees incurred as a result of the default;

(ii) Within thirty (30) days from the date of the assumption, the Trustee or Tenant will cure all non-monetary defaults under this Lease; and

(iii) The assumption will be subject to all of the provisions of this Lease.

(b) For purposes of this Section 13.1, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum, "Adequate Assurance" shall mean:

(i) The Trustee or Tenant has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or

Tenant will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep all of the Property stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on all of the Property;

(ii) The Bankruptcy Court shall have entered an order segregating sufficient cash payable to Landlord, or the Trustee or Tenant shall have granted a valid and perfected first lien and security interest or mortgage in property of Trustee or Tenant acceptable as to value and kind to Landlord, to secure the obligation of the Trustee or Tenant to cure the monetary and non-monetary defaults under this Lease within the time periods set forth above; and

(iii) The Trustee or Tenant, at a minimum, shall deposit a sum equal to one month's rent to be held by Landlord (without any allowance for interest thereon) to secure Tenant's future performance under the Lease.

If the Trustee or Tenant has assumed the Lease pursuant to the provisions of this section for the purpose of assigning Tenant's interest hereunder to any other person or entity, Tenant's interest may be assigned only after the Trustee, Tenant or the proposed assignee shall have complied with all of the terms, covenants and conditions of this Lease, including, without limitation, those provisions on Additional Rent and the use of the Property only as permitted herein; Landlord and Tenant acknowledge that such terms, covenants and conditions are commercially reasonable in the context of a bankruptcy proceeding of Tenant. Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of the assignment. Any such assignee shall upon request execute and deliver to Landlord an instrument confirming the assignment.

25. GOVERNING LAW, VENUE AND JURISDICTION. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia. No conflicts of law rules of any state or country (including, without limitation, State of Georgia conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than the State of Georgia. For the purposes of any suit, action or proceeding involving this Lease, the parties hereby expressly submit to the jurisdiction of all federal and state courts sitting within the confines of the Northern District of Georgia (the "**Venue Area**") and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed. The parties agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of any party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Landlord and Tenant hereby irrevocably waive any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Lease brought in any federal or state court sitting within the confines of the Venue Area and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

26. NOTICES. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease ("**notice**" or "**notices**") shall be in writing and shall be deemed to have been given, for all purposes (i) three (3) days after having been placed in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party; (ii) on the date of hand delivery by commercial courier service; or (iii) one (1) day after having been deposited with FedEx or UPS or other nationally recognized express courier service, for next business day delivery. Notices shall be given to the parties, respectively, to the addresses set forth in Article 1 above. Any party may substitute its address by giving ten (10) days' prior notice to the other party in the manner provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Refusal, rejection, or return of any notice otherwise properly delivered shall be deemed to constitute delivery of such notice. Any notice may be given on behalf of any party by its counsel.

27. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT. This Lease and the exhibits and attachments contain the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and

signed by Landlord and Tenant. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Agreement or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed.

28. RIGHTS CUMULATIVE; SEVERABILITY; TIME OF THE ESSENCE. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given as a matter of laws. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws of any Governmental Authorities, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Landlord may terminate this Lease. Time is of the essence of this Lease.

29. WAIVER OF RIGHTS; NO RECORDATION; COUNTERPARTS. No failure of Landlord to exercise any power given Landlord hereunder or to upon strict compliance by Tenant of its obligations 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. Neither this Lease nor any memorandum hereof may be recorded without the Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. This Lease may be executed in multiple facsimiles, photocopy, PDFs, electronic and/or original counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

30. LIMITATIONS ON LANDLORD'S LIABILITY. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of Landlord's interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Lender.

31. DEFINITIONS. The term, "**Landlord**", as used in this Lease, shall include the undersigned, its heirs, executors, legal representatives, assigns and successors-in-title to the Premises. The term, "**Tenant**", shall include the undersigned and its heirs, executors, legal representatives and successors, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. In the event that there is more than one entity or person, which are Tenant to this Lease, then any reference to Tenant shall refer, jointly and severally, to such entities or persons. The terms, "**Landlord**" and "**Tenant**", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. The term "**law**" or "**laws**" shall mean any present and future laws, constitution, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary of any Governmental Authorities. The term, "**Governmental Authorities**", means any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority that has jurisdiction or authority over the Premises. Further, references to "**person**" or "**persons**" in this Lease shall mean and include any natural person and any corporation, partnership, joint venture, limited liability company, trust or other entity whatsoever. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa.

32. AMUSEMENT GAME MACHINES. Should the existing COAM contract expire during the Term, Tenant may desire to obtain a new Location License to place "Class B machines" ("**COAMs**") on the Premises. Subject to this Section, Tenant, with Landlord's written consent and approval, may, after the expiration of the present COAM contract, enter into a new COAM supplier or provider agreement (the "**Master Licensee**") with whom it desires to contract for the placement of COAMs. Tenant acknowledges the placement of COAMs on the Landlord's Premises exposes Landlord to potential liability, including, but not limited to, the closing of the Tenant's business, should applicable local or state laws or rules and regulations regarding COAMs not be strictly complied with by the Tenant and the Master Licensee. For the foregoing reasons, Tenant must seek and obtain Landlord's prior written approval of the proposed Master Licensee before executing any contract or agreement (the "**Location Agreement**") with a Master Licensee and/or permitted COAMs to be placed in the Premises. The Landlord shall deliver its decision in writing to Tenant promptly after the proposed Location Agreement

was delivered by Tenant. The Landlord shall have sole discretion in making its decision and shall not be required to state a cause for approval or denial. In addition to the terms of any Location Agreement executed with an approved Master Licensee, Tenant shall comply with all local and state laws and Georgia Lottery Corporation rules and regulations regarding the operation of COAMs on the Premises. In the event that the foregoing exclusive right of Landlord to designate is deemed unenforceable by the Georgia Lottery Corporation or by a court or arbitrator's decision, then Landlord shall have the right, without cause, to terminate this Lease on thirty (30) days prior notice to Tenant without further liability or compensation to Tenant. The parties hereto agree that irreparable damage would occur in the event that Tenant enters into a Location Agreement (and COAMs are placed in the Premises) without the prior written consent of the Landlord in violation of this Section. It is accordingly agreed that the Landlord shall be entitled to an injunction or injunctions to prevent breaches of this Section and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

33. LIMITATIONS ON LANDLORD'S LIABILITY; SURVIVAL. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Premises for the collection of any judgment (or other judicial process) arising out of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, that Landlord shall not be liable for any deficiency and that no other assets of the Landlord or any of its partners or shareholders, or any other persons or entities having any interest in Landlord, shall be subject to levy, execution or other process for the satisfaction of Tenant's remedies with respect to this Lease. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord Parties ever be liable pursuant to this Lease for lost profits or consequential, speculative or punitive damages. The provisions hereof shall inure to Landlord's successors and assigns, including any Lender. The provisions of this Lease with respect to any obligation of Tenant to pay any Rent to Landlord or to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

34. ADA COMPLIANCE AND COMPLIANCE WITH LAWS. Tenant, at its sole expense, shall be responsible for all ADA compliance of all areas including but not limited to the interior and exterior of the Premises, parking lot other areas. All repairs alterations or improvements required by governmental authorities resulting from Tenant's Use of the Premises shall be completed by Tenant at Tenant's sole expense. Further, Tenant shall, at its sole expense, comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "Laws"), pertaining to either or both of the Premises and Tenant's use and occupancy thereof, and including, but not limited to, all Laws concerning or addressing matters of an environmental nature. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof.

35. GUARANTY. In order to induce Landlord to execute this Lease, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned party identified as "Guarantor" on the signature page of this Lease agrees to enter into and simultaneously with the execution of this Lease has entered into a Guaranty in the form attached hereto as Exhibit "C".

36. RENTAL DEPOSIT. Landlord acknowledges that it has received from Tenant the total sum of \$20,824.32 (the "**Rental Deposit**"), which sum shall be retained by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease. Landlord shall have no obligation to segregate such Rental Deposit from any other funds of Landlord. The Rental Deposit shall be returned to Tenant within thirty (30) days after the expiration of the Lease Term, if Tenant has fully performed its obligations hereunder. Landlord shall have the right to apply any part of said Rental Deposit to cure any default of Tenant and if Landlord does so, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full Rental Deposit on hand at all times during the Lease Term. If there is a sale or lease of the Building subject to this Lease, Landlord shall transfer the Rental Deposit to the vendee or lessee, and Landlord shall be released from all liability for the return of such Rental Deposit. Tenant shall look solely to the successor Landlord for the return of said Rental Deposit. This provision shall apply to every transfer or assignment made of the Rental Deposit to a successor Landlord. The Rental Deposit shall

not be assigned or encumbered by Tenant without the prior consent of Landlord and any such unapproved assignment or encumbrance shall be void.

37. **SEVERABILITY.** If any clause or provision of the Lease is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

38. **INDEPENDENT COVENANTS.** Tenant agrees that Tenant's covenants and obligations under this Lease shall be independent of Landlord's covenants and obligations under this Lease and that each such covenant and obligation is independent of any other covenant or obligation. Landlord's breach or non performance of any of Landlord's covenants or obligations under this Lease shall not excuse Tenant of Tenant's covenants and obligations under this Lease, and shall not be the basis for any defense, of any kind or nature whatsoever, to any suit by Landlord for Tenant's breach or non performance of any of Tenant's covenants or obligations under this Lease (including, without limitation, Tenant's failure to pay Annual Rent, Additional Rent and other payments due under this Lease). All payments of Annual Rent, Additional Rent or other payments due under this lease are absolutely and unconditionally due at the time set forth herein, without any right of set-off or deduction of any kind or nature whatsoever except as expressly provided to the contrary herein.

39. **PATRIOT ACT.** Tenant, its partners, members, principal stockholders and any other constituent entities (i) have not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <<http://www.treas.gov/ofac/t11sdn.pdf>> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) have not used and will not use funds from illegal activities for any payment made under this Lease.

40. **FOREIGN SHELL BANK.** Neither Tenant nor any holder of any beneficial or equitable interest in Tenant is a Foreign Shell Bank. For purposes hereof: (a) "Foreign Shell Bank" means a Foreign Bank without a physical presence in any country, but does not include a Regulated Affiliate; (b) "Foreign Bank" means an organization that (i) is organized under the laws of a country outside the U.S., (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank; and (c) "Regulated Affiliate" means a Foreign Shell Bank that (i) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a physical presence in the U.S. or a foreign country, as applicable, and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

Non-Cooperative Jurisdiction. Neither Tenant nor any holder of any equitable or beneficial interest in Tenant is a person or entity resident in or whose funds for in connection with the sums due under this Lease or in connection with its business are transferred from or through an account in a Non-Cooperative Jurisdiction identified by the Financial Action Task Force ("FATF"). For purposes of this Agreement, "Non-Cooperative Jurisdiction" shall mean any foreign country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as FATF, of which the U.S. is a member and with which designation the U.S. representative to the group or organization continues to concur.

United States Foreign Corrupt Practices Act. Tenant is not in violation of any applicable anti-corruption, anti-bribery laws, including the United States Foreign Corrupt Practices Act, as amended from time to time.

Compliance with Patriot Act, Anti-Terrorism Laws. Tenant and the holder of all equitable and beneficial interests in Tenant are in compliance with any and all applicable provisions of the USA Patriot Act of 2001, Pub. L. No. 107-56. Neither Tenant nor any of its affiliates, officers, directors, shareholders, members or lease guarantor, as applicable, is a Prohibited Person. Neither Tenant nor any person or entity owning any interest in Tenant including, without limitation, any equitable or beneficial interest: (i) is currently on any list published by the Office of Foreign Assets Control, Department of the Treasury, or (ii) is a person or entity with whom a United States citizen or entity organized under the laws of the United States, is prohibited from transacting business of the type contemplated by this Lease. Definitions. As used herein: (i) "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, Title 3 of the USA Patriot Act, Illinois Public Act 094-0079, and any regulations promulgated under any of them; (ii) "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time; (iii) "Prohibited Person" is defined as (a) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224, (b) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (c) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tl1sdn.pdf>, or at any replacement website or other official publication of such list; and (iv) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

41. **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 lotto, and gaming 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:

(a) operating Tenant's business upon the Premises; and/or

(b) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

42. **ACKNOWLEDGEMENT OF RISKS.** Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that:

(a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease;

(b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to selling the Premises, operating a similar or other business upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee;

(c) Landlord has no obligation to lease the Premises to any new lessee, whether or not the prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment;

(d) 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;

(e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; and

(f) Landlord has no obligation to purchase any of Tenant's inventory, equipment, or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

(g) **Personality Removed Upon Lease Termination.** At the termination or expiration of the Lease Term, Tenant shall surrender the Premises on the same condition as it was in upon delivery or possession thereto under this Lease, reasonable wear and tear excepted. Further Tenant shall deliver all keys to the Premises to Landlord. Before surrendering the Premises, Tenant shall remove prior to the expiration of the Lease Term, all Tenant's personal property, trade fixtures, alterations, additions and decorations and shall promptly repair any damage caused by the removal. Tenant's obligations to perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the termination or expiration of the Term, such property shall be deemed abandoned and shall become the property of Landlord.

43. **SECURITY INTEREST.** In addition to the statutory Landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all rent and other sums of money becoming due under this Lease from Tenant, upon all inventory, goods, wares, branding items, equipment, trade fixtures, fixtures, furniture, and all other personal property of Tenant situated at the Premises, together with the proceeds from the sale thereof. Tenant may not remove such property without the consent of Landlord until all rent in arrears and other sums then due to Landlord under this Lease have been paid. Upon the occurrence of a Default, Landlord may, in addition to any other remedies provided in this Lease or by law, enter upon the Premises and take possession of any and all goods, wares, branding items, equipment, trade fixtures, fixtures, furniture and other personal property of Tenant situated in or on the Premises without liability for trespass or conversion, and sell the property at public or private sales, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Tenant of the sale will be deemed sufficient if given in the manner prescribed in this Lease at least 10 days before the time of the sale. Any public sale made under this provision will be deemed to have been conducted in a commercially reasonable manner if held on the Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county where the Premises is located for five consecutive days before the date of the sale. Landlord or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition pursuant to this section, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus will be paid to Tenant or as otherwise required by law, and Tenant shall promptly pay any deficiencies. Landlord is authorized to file a financing statement to perfect the security interest of Landlord in the aforementioned property and proceeds.

44. **CROSS-DEFAULTS.** Any default by Tenant under the terms of this Lease shall likewise constitute a default of Tenant, as tenant, or otherwise, under the terms of any and all other agreements between these same parties or the affiliates of these parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts, whether or not pertaining to the Premises, or other Premises or locations or to the sale or purchase for resale of motor fuels or other products. This provision shall also apply to any agreements with Landlord's affiliates and related parties and in particular for the subject Premises. The Tenant expressly acknowledges that the parties to the agreements in Exhibit 1 are either the same parties or parties or affiliates of these parties Default under the contracts shown in Exhibit 1, will be considered a default of this Lease.

45. **SPECIAL STIPULATIONS.**

In the event of any conflict between the terms and conditions of any of the Special Stipulations attached hereto as **Exhibit B** or itemized below in this Section 45, and the terms and conditions in the main body of this Lease, the terms and conditions of the Special Stipulations shall control.

[Signatures appear on the following page(s). Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, as of the Effective Date.

LANDLORD:

HZ Properties & Marketing, LLC

By: _____

Name: Hyder Lalani

Its: Managing Member

Date of Execution: _____

TENANT:

HMK EXPRESS LLC

Signed by:

By: Mohsin Khan

Name: Mohsin R. Khan

Its: Owner

Date of Execution: 11/11/2024

EXHIBIT A

(Legal Description of Premises)

EXHIBIT B

(Special Stipulations)

1. Master Lease. In addition to the provisions of this Sublease Agreement, the Tenant agrees to be bound by all the conditions of the Master Lease between Landlord and the Master Landlord. No representation that is not included here or in the Master Lease shall be binding upon the parties. Tenant shall fully indemnify Landlord against any damage, injury, claims or expenses that Landlord may incur with respect to the occupancy by the Tenant of the Premises or the nonperformance or nonobservance by Tenant of any term or condition of this Sub-Lease or the Master Lease. If there is any conflict between the terms of the Sublease and the Master Lease, the Sublease shall control.

[END OF EXHIBIT B]

EXHIBIT C GUARANTY

STATE OF GEORGIA

COUNTY OF FULTON

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the letting by HZ Properties & Marketing, LLC ("Landlord") to HMK EXPRESS LLC ("Tenant") pursuant to a Lease Agreement dated November 1, 2024 (the "Lease") of premises described therein, the delivery of which lease is conditioned upon the execution and delivery of this Guaranty, and the payment of One Dollar (\$1.00) to the undersigned by Landlord, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned (hereinafter collectively called the "Guarantor") does hereby unconditionally guarantee the full, prompt and complete performance by Tenant of all of the terms, covenants, conditions and agreements contained in the Lease on the part of Tenant to be performed, including specifically, without limitation, the obligation to pay all rents and any other charges or obligations therein set forth, together with any and all renewal or renewals, extension or extensions, modification or modifications thereof, and substitution or substitutions therefor (all such obligations being hereinafter called the "Obligations").

Guarantor waives presentment, demand, dishonor, notice of dishonor, protest, and all other notices whatsoever, including, without limitation, notices of acceptance hereof, of the existence or creation of the Obligations, and of all defaults, disputes or controversies with Tenant, and of the settlement, compromise or adjustment thereof. Guarantor agrees that Landlord shall have full authority, without obtaining the consent of, giving notice to, or affecting the liability of Guarantor, to make changes of terms, to extend time to pay, to release the whole or any part of the Obligations, to settle or compound differences for less than the full amount owing under the Lease, to accept notes, trade acceptances or any other form of obligation for the Obligations, to make arrangements or settlements in or out of court in the case of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement or an assignment for the benefit of creditors and to do anything, whether or not herein specified, which may be done or waived by or between Landlord and Tenant. The making of such arrangements, settlements, compromises, adjustments, extensions of time and so forth shall not diminish, discharge, modify, reduce extinguish or otherwise affect the liability of Guarantor hereunder for the full amount owing under the Lease. Guarantor further agrees that no act or omission on the part of Landlord shall in any way affect, impede or impair this guaranty.

This guaranty shall be enforceable without Landlord having (i) to proceed against Tenant (any right to require Landlord to take action against Tenant as required by O.C.G.A. § 10-7-24 being hereby expressly waived) or against any security for any payments due under the Lease, or (ii) to exercise any of Landlord's remedies under the Lease; and shall be effective regardless of the solvency or insolvency of Tenant, any reorganization, merger or consolidation of Tenant, any change in the composition, nature, personnel or location of Tenant, or any bankruptcy, receivership, liquidation, reorganization or other proceeding involving Tenant.

This guaranty shall be binding upon and enforceable against each person and entity executing this guaranty and upon the respective heirs, legal representatives, successors and assigns of each such person and entity. The liability of each person and entity executing this guaranty and the heirs, legal representatives, successors and assigns of each such entity and person hereunder is joint and several, primary and unconditional, and shall not be subject to any claim of offset, counterclaim or defense of Tenant.

This guaranty shall be irrevocable, absolute and unconditional and shall remain in full force and effect as to Guarantor until such time as all of the Obligations shall have been paid or satisfied in full. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. Guarantor agrees that this guaranty shall not be affected by reason of assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in the Lease, or by reason of any summary or other proceedings against Tenant, or by the amendment or modification of the Lease with or without notice to, or consent of, the Guarantor.

This guaranty shall remain in full force and effect, and Guarantor shall continue to be liable for the payment of all amounts owing under the Lease in accordance with the original terms of the documents and instruments evidencing the same, notwithstanding the commencement of any bankruptcy, reorganization or other debtor relief proceeding by or against Tenant, and notwithstanding any modification, discharge or extension of the Obligations, any modification or amendment of any document or instrument evidencing any of the Obligations, any stay of the exercise by Landlord of any of its rights and remedies against Tenant with respect to any of the Obligations, or any cure of any default by Tenant under any document or instrument evidencing any of the Obligations, which may be effected in connection with any such proceeding, whether permanent or temporary, and notwithstanding any assent thereto by Landlord.

Landlord may, without notice of any kind, sell, assign or transfer the Lease, and in such event each and every immediate and successive assignee, transferee or holder of the Lease shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such person were herein by name specifically give such rights, powers and benefits, but Landlord shall have an unimpaired right to enforce this guaranty for its benefit as to so much of the Obligations as Landlord has not sold, assigned, or transferred.

This guaranty has been made and delivered in the State of Georgia and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. Wherever possible, each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

Guarantor hereby submits to personal jurisdiction in the State of Georgia for the enforcement of this guaranty and waives any and all personal rights under the laws of the State of Georgia or the United States to object to jurisdiction within the State of Georgia for the purposes

of litigation to enforce this guaranty. In the event that such litigation is commenced, Guarantor agrees that service of process may be made, and personal jurisdiction over Guarantor obtained, by serving a copy of the summons and complaint upon Guarantor at the following address:

5840 Swift Creek Ct
Suwanee, GA 30024
Forsyth County

Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement that the laws of the State of Georgia shall govern the rights and obligations of Guarantor and Landlord hereunder or of the submission made by Guarantor to personal jurisdiction within the State of Georgia. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the State of Georgia.

Guarantor warrants and represents to Landlord that any financial statements heretofore delivered by Guarantor to Landlord were true and correct in all respects as of the date delivered to Landlord. At any time this Guaranty is in effect, Guarantor shall, upon ten (10) days prior written notice from Landlord, provide Landlord with a current financial statement and financial statements of two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, shall be audited by an independent certified public accountant.

Guarantor agrees that Guarantor shall have no right to recover against Tenant by way of subrogation to the rights of Landlord on account of any payment by Guarantor to Landlord hereunder until all of the Obligations have been paid and satisfied in full, and Guarantor hereby waives, releases and relinquishes any such rights of subrogation to such extent.

If Guarantor is a corporation, Guarantor and the persons executing this guaranty as officers of the Guarantor represent that Guarantor has full corporate authority to execute this guaranty and that the officers executing this guaranty are duly authorized to execute this guaranty on behalf of the corporation, and that there is no provision in its charter or bylaws that in any way conflicts with or prevents the execution, delivery or performance of this guaranty by Guarantor. Guarantor further represents that there is no provision of any other agreement by which Guarantor is bound that in any way conflicts with or prevents the execution, delivery or performance of this guaranty by Guarantor.

IN WITNESS WHEREOF, Guarantor has executed, sealed and delivered this guaranty, all this ____ day of November, 2024.

GUARANTOR:

Signed by:

Mohsin Khan

Name: Mohsin R Khan

Address: 5840 Swift Creek Ct, Suwanee, GA 30024

WHOLESALE FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT ("Agreement") is made this first (1st) day of November, 2024 ("Effective Date") by and between **HZ INVESTMENT & PROPERTIES LLC**, a Georgia limited liability company, having a mailing address of 3172 Preservation Circle Lilburn, Georgia 30047 ("Supplier"), **HMK EXPRESS LLC**, having its principal place of business at 1105 Gray Hwy, Macon, GA 31211, **Mohsin R. Khan**, an individual resident of the State of Georgia, having a mailing address of **1105 Gray Hwy, Macon, GA 31211** ("Dealer").

WHEREAS, this Agreement is for the fueling station known as Store #345, located at 1105 Gray Hwy, Macon, GA 31211 as more particularly described on **Schedule 1** herein attached and incorporated ("Location"); and

WHEREAS, Supplier has a master Wholesale Fuel Supply Agreement with Kings Oil Company, LLC, a Texas limited liability company, as supplier, dated September 5, 2023, for the supply of fuel to the Location by Kings Oil Company, LLC and its affiliates; and

WHEREAS, the parties desire to enter into this Agreement for Supplier to supply motor fuels to Dealer at such Location.

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the sufficiency of which are hereby acknowledged, Supplier agrees to sell, and Dealer agrees to buy petroleum and other products on the following terms and conditions:

1. TERM. The term of this Agreement shall begin on or about November 1, 2024 and continue for fifteen (15) years ("Term"), shall automatically renew from month to month after the said Term unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the initial Term or the then existing extended term, or unless sooner terminated as otherwise hereinafter provided. Any option to extend shall be provided for on **Schedule 2**. In the event that the Commercial Lease, executed contemporaneously herewith is extended longer than the original fifteen (15) year Term, this agreement shall automatically extend in such a manner to match the term of the Commercial Lease.

2. SUPPLY OF PRODUCTS.

(a) Supplier agrees to sell to Dealer, and Dealer agrees to buy and diligently to promote the sale of all grades and such quantities of Supplier's petroleum and other products as may be necessary to meet the Dealer demand for motor fuel products at the Location. The Dealer must offer all grades of fuel available from Supplier for sale at all times. Supplier shall have the right to provide ethanol additives, when available, in the gasoline, at the sole discretion of Supplier. Any incentives or rebates provided by Supplier's supplier relating to the sale of ethanol shall remain the sole property of Supplier. All fuel deliveries shall be made in full truckload quantities or in such other minimum quantities per delivery as specified by Supplier from time to time. If Dealer requests delivery of less than Supplier's established minimum volumes, compensatory delivery charges may be imposed, at the sole discretion of the Supplier. In no circumstances is Supplier obligated to make deliveries into a tank which is, or is suspected of leaking. Under this Agreement, Supplier is obligated to supply products to only the Location specified herein.

(b) Dealer covenants and agrees to purchase from Supplier and offer for sale, at the Location, only such gasoline, diesel fuel, other petroleum products or any additional motor vehicle fuel and/or energy-related products as are supplied and delivered by Supplier, including but not limited to those set forth on **Schedule 3** for the full duration of the stated term of this Agreement; and to purchase not less than _____ gallons of gasoline and/or diesel fuel per month. In the event Dealer has a shortfall by failing to purchase the minimum monthly gallons per month, Dealer shall pay over to Supplier within seven days of notice by Supplier to Dealer of such shortfall, charges in an amount equal to Five Cents (\$0.05) times the difference between the number of actual gallons purchased and the minimum purchase requirement for such month. There shall be no shortfall penalty until _____ or when branding of the Location is completed if after _____.

(c) The supply and purchase obligations contained herein shall remain in full force and effect throughout the Term of this Agreement and shall not be suspended during any period of remodeling, renovation, repair, or rebuilding of the improvements located at the Location. Provided further, in the event Dealer's completion of the construction, remodeling, and rebranding of the Location is not completed prior to the commencement of the Term of this Agreement, due to conditions beyond the control of Dealer, Dealer's obligation to purchase petroleum products hereunder shall commence upon the completion of such construction remodeling and rebranding.

(d) Supplier has the sole and exclusive right to designate the hauler for delivery of products to the Location and hereby reserves the right to change the designated hauler from time to time. Dealer acknowledges and agrees further to comply with hauler's protocol for ordering of products and to allow a minimum of forty-eight (48) hour notice to receive delivery thereof. Dealer acknowledges that haulers' business is dependent on many external factors and that there may be delays in deliveries without any consequences to Supplier. Dealer shall grant full access to hauler's vehicles to make deliveries at any hour of the day. Communications between hauler and Dealer are the sole and exclusive responsibility of the Dealer. Any mistakes in ordering due to miscommunications between the hauler and Dealer are to be resolved between the hauler and Dealer. Any product outage(s) due to Dealer's failure to: (1) timely order sufficient volumes of product; (2) comply with hauler's protocol for ordering of products; or (3) grant full access to hauler's vehicles to make deliveries, or (4) provide forty-eight (48) hour notice to hauler for delivery of product shall constitute an event of default. Dealer acknowledges and agrees that Supplier shall not be liable for any misconduct of any designated hauler and that Dealer is responsible, at all times, for any discrepancies or variances in the amount of fuel delivered or maintained at the Location.

3. OPERATION OF STATION. Dealer recognizes that the brand utilized by Supplier is associated with high-quality service and products and agrees to conduct business at the Location in a manner to maintain that association. Accordingly, Dealer agrees to furnish such service and accommodations to retail motor fuel Dealers as are customarily provided by convenience store/filling stations.

Dealer agrees to keep the business operated at the Location open for business during no less than the hours hereinafter set forth. Such business shall be open 365 days per year, (366 days during any leap year) opening no later than 6:00am and closing no earlier than 9:00pm daily.

Dealer agrees to provide, at its sole cost and expense:

(a) broadband internet service, or other highspeed internet access, to the Location in a manner acceptable to Supplier; and

(b) promptly upon execution of this Agreement, a real property survey of the Location in a form that is acceptable for the purposes of filing any and all approvals, licenses, and permits reasonably required to operate the Location for its intended purpose under this Agreement. If Dealer does not provide a survey, Supplier may complete a survey and charge, at the Supplier's sole discretion, Dealer for the cost of a new survey.

4. EXCLUSION OF OTHER SUPPLIERS. Dealer covenants and agrees to offer for sale, at the Location, only the motor fuels as are provided to the Location supplied by Supplier under this Agreement. Dealer shall not sell any other supplier's motor fuels without the express written permission of Supplier. Dealer affirmatively represents unto Supplier that Dealer is not bound by the terms of any other motor fuels supply agreement relative to the Location and that Supplier has not induced, directed nor assisted Dealer in breaching the terms of any agreement with another motor fuel supplier.

5. PRICE OF PRODUCTS TO DEALER. Prices for all products purchased by Dealer from Supplier shall be Supplier's rack price from its supplier at its supplier's terminal, plus call and demand freight rates, plus Two Cents (\$0.02) per gallon, plus any applicable Superfund tax per gallon, plus the UST fee per gallon, plus any other applicable taxes, charges, duties and fees levied on any of the products of Supplier, or required to be collected by Supplier upon the sale, transportation or delivery of the products

6. TERMS OF PAYMENT. Motor fuel sales shall be net payment, COD, at time of delivery. Provided further, Supplier may, in its sole discretion, provide load to load, or 7 day credit or other deferred credit terms for payment. Supplier shall notify Dealer of the payment terms prior to, or at the time of any delivery of motor fuels. Supplier may, after providing credit terms, require Dealer, upon notice, to revert to making payments COD, for all fuel deliveries at any time during the term of this Agreement. Any notice to Dealer may be by facsimile or electronic transmission, verbal notice (inperson or by telephone), by e-mail, or any other commercially reasonable manner. Payment shall be made by draft or direct deposit into Supplier's bank account or by electronic fund transfer, at Supplier's election. For the purposes hereof, Dealer shall furnish Supplier with the name of the bank and the account number from which payments shall be directly drafted by electronic fund transfer and shall execute such documents and authorizations that may be necessary to provide for such transfer if such method of payment is chosen by Supplier. In the event any draft or electronic fund transfer is returned or dishonored by reason of insufficient funds or otherwise, Dealer shall be in default hereunder and in order to cure such default, as may otherwise be provided for in this Agreement, Dealer shall additionally pay unto Supplier an administrative charge of \$200.00 for each such dishonored instrument, transfer, or payment. Provided further, in the event of the return or dishonor of any draft or electronic fund transfer, or in the event Supplier has reasonable grounds upon which to believe that Dealer will not pay for fuel previously delivered to the Location in accordance herewith, then in either event, Supplier shall have the right to cause the removal (pump-out) of the in-ground fuel previously delivered to and stored upon the Location and to credit Dealer's account for such fuel in an amount equal to the price of products that Dealer owes for the delivery of such fuel removed, less the cost of the pump-out. Provided

further, upon any such return or dishonor of any draft or electronic fund transfer and prior to causing the removal of in- ground fuel as heretofore provided, Supplier shall have the right to enter upon the Location and cause an electronic or manual cut-off for disabling of the fuel dispensing equipment so that no in- ground fuel can be pumped until the pump-out is completed or until the fund transfer is honored, whichever occurs first.

7. CREDIT CARD NETWORK AND SALES. Dealer shall use and be responsible for all costs associated accepting credit cards, including but not limited to, connection, processing, and equipment fees during the Term of this Agreement. The Dealer shall only use the credit card network provided by and/or associated with Supplier's supplier or such other credit card network as directed by Supplier, which shall be maintained and upgraded by Dealer at its cost.

(a) No secondary or supplemental or other credit card network or credit card machines shall be used for the processing of any sales, whether for fuel, inventory, merchandise or otherwise. In the event that Dealer uses a separate EBT machine, Dealer shall be required to use a network or machine supplied by a state agency approved vendor. In the event of the unauthorized use of a credit card network or machine for processing sales at the Location, by Dealer or any of its Dealers or employees or contractors, Dealer shall be in default in its obligations under this Agreement. In the event of any such default, the cure for the unauthorized activity (in addition the discontinuance of such unauthorized activity), Dealer shall pay unto Supplier a five hundred dollar (\$500.00) cure fee for the first such default; and a one thousand dollar (\$1,000.00) cure fee for any subsequent default during the Term hereof. In the event of default by Dealer under any other terms of this Agreement, Supplier shall also be entitled to immediately disable Dealer's credit card network at the Location.

(b) Invoices from credit card sales shall be paid to Supplier in regard to approved credit card purchases from Dealer. Supplier shall credit Dealer's account for products purchased under this Agreement, for the amount of credit card sales paid to Supplier. Supplier reserves the right to not immediately repay credit cards sales due to Dealer but hold these funds on Dealer's account as additional credit against fuel purchases. Upon any failure by Dealer to strictly comply with the terms and conditions of credit card transactions at the Location, Supplier shall have the right to charge-back to the Dealer all sums not credited to or paid to Supplier as a result of defective, noncomplying credit card sales, or other charges Supplier is subject to, at the Location. Any "charge-backs" shall be immediately paid by Dealer to Supplier. Dealer shall be responsible for all point-of-sale programming, updates and installation and maintenance costs for EMV (Europay, Mastercard, and Visa) requirements from governmental agencies or oil companies.

8. USE OF TECHNOLOGY FOR PRICING SURVEY, INVENTORY MEASUREMENT, AND REPORTING OF SALES. Dealer shall have the option to use electronic software reporting systems for conducting market surveys of posted motor vehicle fuel prices, electronic measurement and reporting of motor vehicle fuel inventory levels, and recording and reporting of motor vehicle fuel sales as may be offered and/or provided by Supplier; current systems including but not limited to Black Box, Opis, and Price Advantage technology ("Reporting Systems"). Supplier may offer and/or provide new Reporting Systems as new technology emerges. In the event Dealer elects to use such Reporting Systems, Dealer shall be responsible for all applicable monthly charges and fees for the use of such Reporting Systems. Such monthly charges and expenses shall be paid via electronic fund transfers (EFT / ACH) from Dealer's account. Dealer agrees, further, to defend, indemnify and hold the Supplier, its subsidiaries, divisions, affiliates, Dealers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the use of such Reporting Systems.

9. DEALER'S BUSINESS. It is mutually agreed the business conducted by Dealer at the Location is the independent business of Dealer. This Agreement shall not be construed as reserving to or conferring upon Supplier any right to direct or control Dealer, any of Dealer's employees, or the conduct of Dealer's business. Dealer acknowledges Supplier has made no representation of profitability in regard to any business to be operated by Dealer at the Location. Further, Dealer has not relied upon any business information provided by Supplier. Dealer enters into this Agreement based upon the exercise of Dealer's own business judgment after having full opportunity to exercise due diligence on Dealer's own behalf. Dealer acknowledges its sole responsibility for: (1) pricing of all the products, including updating the retail price of motor vehicle fuels, sold at the Location; and (2) the operation of its business in accordance with all applicable laws, regulations and standards. Dealer agrees, further, to defend, indemnify and hold the Supplier, its subsidiaries, divisions, affiliates, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the Dealer's business.

Dealer affirmatively represents and warrants unto Supplier that Dealer is not under contract with another fuel supplier and is authorized to enter into this Agreement with Supplier. Further, Supplier has not induced Dealer to breach, nor has Supplier interfered with, any other existing contract between Dealer and any other product supplier. In the event Dealer is a corporation, limited liability company, or other entity that must register its existence, Dealer represents it is in good standing duly authorized to do business in the State where the location is situated. Further, the undersigned party executing this Agreement on behalf of Dealer has full and complete authority to bind the Dealer hereto. Further, it is

expressly agreed that the corporate representative executing this Agreement on behalf of Dealer shall be, in his or her individual capacity, jointly and severally liable and responsible, with Dealer, for the satisfaction of all obligations of Dealer under the terms of this Agreement.

10. UNDERGROUND STORAGE TANKS AND MAINTENANCE.

Dealer is in exclusive possession and control of the underground storage tanks, lines, and associated underground equipment at the Location. Dealer shall be responsible for all maintenance and repairs and all environmental issues or matters arising out of the use, maintenance or repair of such tanks, lines, pumps, dispensers and fuel equipment (including EMV upgrades), except any maintenance, repair or environmental costs or damage directly caused or arising from any intentional or negligent act or omission of Supplier. Dealer shall, throughout the term of the Agreement, provide daily tank stick readings to Supplier's transport company (hauler) in such manner as directed by Supplier. In addition, Dealer shall provide daily stick readings to Supplier. These daily stick readings shall be conducted with water detecting putty. Should the Dealer detect any water in the underground storage tanks, lines, and associated underground equipment at the Location, the Dealer shall promptly take all necessary, at the Dealer's sole cost, to cure and remove any water or other contaminants from the tanks, lines and fuel equipment. Dealer warrants that throughout the entire Term of this Agreement, Dealer's location shall be in full and complete compliance with all local, State and Federal environmental regulations and statutes pertaining to the storage, handling, and dispersing of petroleum products and motor fuels. Further, Dealer shall comply with all directions, instructions, or recommendations made by any environmental consultant retained by Supplier for the purposes of managing environmental and inventory control at the Location.

Dealer shall pay such premiums as may be necessary to have the storage tanks and pumping equipment covered under private underground storage tank insurance.

Upon the breach of this warranty, and in addition to any other remedies Supplier may have by law, Supplier shall have the right to immediately cease delivery of products to Dealer and terminate this Agreement. Without limiting the foregoing, Dealer shall, at its expense, cause the cleaning of the underground motor fuel storage tanks prior to Supplier's installation of any new, refurbished, or upgraded motor fuel pumping equipment or before the first delivery of motor fuels to the Location by Supplier, whichever occurs first. Dealer shall cause the cleaning of the underground storage tanks periodically during the Term of this Agreement, as may be reasonably required by Supplier. Dealer specifically acknowledges that Supplier has no obligation regarding underground tanks or submersible pumps or any other fueling equipment located in the tanks.

In the event it is determined, during the term of this Agreement, that the Location is environmentally contaminated as a result of a leak, spill, or other discharge of hazardous substances which constitutes a violation of local, state or federal law, rule, regulation or ordinance, Supplier shall have the right to suspend delivery of products to the Location until such contamination is remediated. During any remediation process Dealer shall remain liable unto Supplier for any shortfall payments due hereunder by virtue of Dealer's failure or inability to purchase the minimum number of gallons of petroleum products required under this Agreement, notwithstanding such suspension. In the alternative, in the event of such contamination, Supplier, at suppliers sole discretion shall have the right to terminate this Agreement in which case Dealer shall reimburse Supplier for all branding investment costs incurred by Supplier for branding of the Location and shall reimburse Supplier for all purchase incentive rebates received by Dealer under the terms of this Agreement.

11. INSTALLATION OF PETROLEUM PRODUCT DISPENSING AND OTHER EQUIPMENT.

Supplier shall cause, at its expense, the installation of petroleum product dispensing equipment and or accessories and/or fixtures at the Location as may be set forth on **Schedule 4** attached hereto and made part hereof. Dealer acknowledges that Supplier shall have the right to engage any qualified vendor for the purpose of acquisition and installation of the same or similar equipment described therein. The total cost to Supplier for the acquisition and installation of such equipment, accessories and fixtures shall be considered part of Supplier's branding investment under the terms of this Agreement. At all times relevant hereto, the Supplier shall be the sole and exclusive owner of the equipment listed on Schedule 4, with the full right and authorization of Dealer to remove the equipment listed on Schedule 4 upon a default under Section 19 of this Agreement which remains uncured for more than thirty (30) days of written notice of default hereunder. Dealer hereby grants to Supplier a power of attorney coupled with an interest in the equipment listed on Schedule 4, for the purpose of removing the equipment listed on Schedule 4 from the location upon an uncured default. Supplier shall have no liability whatsoever for removal of the equipment listed on Schedule 4 after notice and cure period.

12. REPAIR OR EQUIPMENT OBLIGATIONS OF DEALER. Dealer shall cause the repairs and/or maintenance upgrades at the Location, and install such equipment as may be specified in **Schedule 5** attached hereto and made part of this Agreement. Dealer shall commence such work promptly and pursue the same diligently through completion as set forth in Schedule 5 and as a prerequisite to Supplier's performance and obligations under section 2 of this Agreement.

13. LEASED EQUIPMENT. Dealer acknowledges that any equipment, accessories, and fixtures provided by Supplier under the terms of this Agreement may have been leased to Supplier by one or more leasing companies. In the event of a transfer or assignment of this Agreement, Supplier will continue to make any such equipment payments through the full term of any such lease agreement. Notwithstanding the foregoing in this Section 13, for purposes of this Agreement, Supplier shall be deemed to be the owner of any such equipment, accessories, and fixtures. Supplier shall have the right to enter upon and in the premises and remove any such equipment, accessories, and fixtures in the event of a default by Dealer under Section 19 herein. For purposes of the preceding sentence Dealer hereby grants Supplier a power of attorney coupled with an interest any such equipment, accessories, and fixtures to take all actions necessary and desired on in the name of Dealer to remove the said personal property from the premises including obtaining permits and granting rights to others reasonably required to carry out the removal.

14. BRANDING, TRADEMARKS, AND QUALITY ASSURANCE.

(a) *MOTOR FUEL BRAND & TRADEMARKS.* Supplier shall have the right to designate the branding of the motor fuels to be purchased by Dealer hereunder. The initial branding, if any, shall be as designated on **Schedule 6** attached hereto and made part of this Agreement. Supplier shall incur such costs as may be reasonably necessary for changing and or installation of the branding image of the Location, in order to obtain the approval of Supplier's chosen branded fuel supplier. Dealer shall be responsible for payment of any and all further sums necessary for signage or other branding image items in order to maintain such approval during the term of this Agreement. In the event Supplier changes branding during the term of this Agreement, all costs of maintaining the subsequent banding image(s), after Supplier's initial costs in rebranding the Location, shall be borne by Dealer. All signage shall be contingent upon and subject to the requirements of any applicable state or local law or ordinance.

Supplier, at it's sole discretion, may choose to rebrand the Location at any time, without the Dealers approval. In this event, this Wholesale Fuel Supply Agreeemnt shall remain in full effect for the duration of the Term. Any incentives paid to Supplier as a result of branding or rebranding a Location shall remian the property of the Supplier.

(b) *QUALITY ASSURANCE AND MARKETING.* Dealer acknowledges that Supplier's supplier maintains a program for product quality and marketing assurances. Specifically, Dealer shall:

(i) Comply with all quality and marketing programs, which shall include but not be limited to, oil company uniforms, employee name tags, clean and available restrooms, proper maintenance of

landscaping, buildings (interior and exterior), canopy and equipment, proper presentation and display of retail merchandise, maintenance and location of signs and other branding image items and other such matters pertaining to the brand image of the Location, and shall cooperate at all reasonable times and in all reasonable manners with all quality assurance programs and inspections;

(ii) Refrain from the sale, use, storage, rent, display, or offering at the Location of:

(a) pornographic or sexually explicit magazines, video tapes, compact discs, digital video discs, similar literature or items of merchandise;

(b) any item, in Supplier's judgment, that is intended or designed for use in ingesting, inhaling or otherwise consuming an illegal drug or from manufacturing or processing an illegal drug, including but not limited to pipes, tubes, roach clips, instructions or descriptive materials, or containers designed for concealing illegal drugs, drug paraphernalia, bath salts, or synthetic drugs designed to mimic the effects of illegal drugs; and

(c) any substance or item prohibited to be offered for sale by the branding and/or quality assurance standards of the motor fuel supplier providing motor fuel for sale or resale at the Location; and

(iii) Dealer shall, at Dealer's expense, properly install and display, all point of purchase marketing materials, all point of Purchase signage, credit card applications, and any related information. Further, Dealer, at its sole cost and expense, shall participate in any marketing or loyalty programs established by the brand of motor fuels sold at the Location. , Dealer shall, at Dealer's expense, have an appropriate company representative attend any training or informational programs offered.

It is acknowledged between the parties that Supplier and/or Supplier's supplier may conduct periodic "mystery shopper" or other inspections of the Location and operation of the business in order to determine whether Dealer is meeting the image, retail and Dealer service standards required under the terms of this Agreement. In the event Dealer scores below 80% of a perfect score, as shown on Schedule 9, or otherwise fails inspection as determined by Supplier or Supplier's supplier making the inspection and in accordance with the quality assurance standards, Dealer shall pay unto Supplier an inspection fee of \$500.00 or such amount charged by Supplier's supplier as an inspection fee, whichever is greater, due and payable within three days of Dealer receiving notice of such failure and a copy of the inspection report. The foregoing inspection fee shall apply to each and any failure of such inspections. Supplier shall have the right, in sole its discretion, to waive the requirement for payment of an inspection fee based upon its determination of Dealer's exercise of good faith in promptly

correcting all deficiencies of the inspection. Dealer shall also be subject to certain fines as provided for on the attached Fine Schedule as provided for on **Schedule 7** herein attached and incorporated for violations which may not result in a failing score.

In the event Dealer's branded retail facility does not meet such standards or requirements and which results in Supplier's receiving notice to debrand Dealer, or if such retail facility is abandoned, Dealer shall allow Supplier or Supplier's representatives to immediately remove all brand identification from the Location. Dealer shall be liable to Supplier for all expenses and damages incurred as a result thereof. For the purposes of this Agreement, the Location shall be deemed abandoned if it is not open for business during normal business hours for three consecutive days. Dealer expressly agrees that all of Supplier's, or Supplier's supplier, trademarks, names and colors appearing at the Location shall be kept clear and legible, and that Dealer will use only signs approved by Supplier to advertise products purchased by Dealer from Supplier. Supplier shall be entitled to withdraw or substitute at Supplier's cost the use of any particular trademark, name, or colors.

In the event Supplier determines, in its sole discretion, that Dealer is not in compliance with any marketing or quality assurance standard in regards to the physical condition of the Location, and the operation of the business thereon, Supplier shall have the right (but not the obligation) to enter upon the Location and to correct any deficiency or substandard condition and bill Dealer for the cost thereof. Dealer shall reimburse Supplier for any and all of such costs within seven days of receipt of the bill. Such reimbursement payment(s) shall be made by electronic fund transfer in the same manner as payment for products purchased from Supplier. Further, without limiting the foregoing, Dealer shall comply with the image and identification standards established, for "branded outlets" by Supplier's branded supplier.

15. FORCE MAJEURE. Supplier and Dealer acknowledge and agree that the terms and conditions set forth in of the Agreement shall continue to apply in full force and effect in connection with events of force majeure.

16. SECURITY DEPOSIT. Dealer shall pay unto Supplier a security deposit upon the execution of this Agreement in an amount and in the manner as specified on **Schedule 8** attached to this Agreement. During the term of this Agreement, Supplier shall have the right to apply all or part of said deposit to any sums owed by Dealer to Supplier under the terms of this Agreement. In such event, Supplier shall notify Dealer of such application and Dealer shall pay over to Supplier such amounts as may be

necessary to restore the full amount of the security deposit. Supplier's application of all or any portion of the security deposit shall not relieve Dealer from its obligations to make any payments due to Supplier nor prejudice Supplier's rights to exercise any remedy provided for herein, or at law, as a result of Dealer's default under the terms of this Agreement. Further, Dealer hereby grants Supplier a security interest in all of Dealer's business equipment, supplies, inventory and fixtures at the Location, in which Supplier shall have all the rights of a secured party under the terms of the Uniform Commercial Code, and which interest may be evidenced and/or perfected by the filing of a UCC-1 Financing and Fixture Filing Statement(s).

Under this Agreement, to secure full and timely performance of Dealer's obligations under this Agreement, the Dealer hereby grants to Supplier, for the benefit of Supplier, and agree to maintain so long as any portion of the Agreement is in effect, a first priority security interest in all of Dealer's business equipment, supplies, inventory and fixtures at the Location, and in all proceeds of the foregoing, all as security for the obligations of this Agreement. If at any time the Supplier determines that Dealer's business equipment, supplies, inventory and fixtures at the Location is subject to any right or claim of any person or entity other than Supplier. Dealer shall execute such documents and take such action as Supplier deems reasonably necessary or advisable to create, perfect, or evidence such liens and security interests. Supplier shall be entitled to take any action necessary to record its security interest. All security interests or liens granted pursuant to this section shall be released by Supplier upon the termination of the Agreement, and only if the Dealer is not in Default of the Agreement

17. ASSIGNMENT-SUBLETTING-SALE. Dealer shall not, without the prior written consent of Supplier p assign this Agreement or any interest in this Agreement, in part or whole. Further, Dealer shall not, without the prior written consent of Supplier permit the operation of the Location by any party other than Dealer. Supplier's consent shall not be unreasonably withheld. However, in making such a determination, Supplier may rely upon the financial condition, creditworthiness, and criminal background of any proposed assignee in making a determination to consent to the assignment. Dealer must provide Supplier with thirty (30) days prior written notice of a proposed consent together with all information requested by the Supplier for the proposed assignee. If approved, Dealer shall remit funds in the amount of \$2,000.00 for legal and administrative fees. Consent to the assignment shall not destroy this provision, and all later assignments shall be made likewise only on the prior written consent of Supplier. An assignee of Dealer, at the sole option of Supplier, shall become directly liable to Supplier for all obligations of Dealer under this Agreement. However, no assignment by Dealer shall relieve Dealer of any liability under this Agreement, and Dealer shall remain jointly and severally liable with assignee for the satisfaction and performance of all Dealer's obligations under the terms of this

Agreement. This Agreement is freely assignable by Supplier and in the event, Supplier elects to sell, assign or convey rights, titles and interest in this Agreement, Dealer shall provide a fuel estoppel agreement, in acceptable form to Supplier, confirming the terms of this Agreement at Supplier's request and without delay.

18. RESERVED.

19. DEFAULT, TERMINATION AND LIQUIDATED DAMAGES. All terms, conditions, covenants, warranties, and agreements contained in this Agreement are essential and material to the continued relationship between the parties. In addition to the aforementioned, the following shall constitute events of breach or default:

(a) failure to remit to Supplier any monies owed by Dealer to Supplier in accordance with the provisions of this Agreement;

(b) violation of any federal, state, county, or municipal law, including all ordinances, rules, or regulations relating to Dealer's operation of the business conducted pursuant to or in connection with this Agreement;

(c) false or misleading statements made by Dealer to Supplier, including, but not limited to, financial statements made or provided by Dealer in order to enter into this Agreement;

(d) the institution of any insolvency or a receivership proceeding in or against Dealer;

(e) failure of Dealer to pay taxes or license fees as required by the terms of this Agreement or by any law or regulation or arising out of Dealer's employment of any person;

(f) failure of Dealer to pay taxes or license fees as required by the terms of this Agreement or by any law or regulation or arising out of the operation of the Dealer's business;

(g) abandonment or cessation of operation of the business of Dealer;

(h) severe physical or mental disability of Dealer or the severe physical or mental disability of the majority of the ownership of the Dealer;

(i) severe physical or mental disability of any guarantor of this Agreement;

(j) Willful adulteration, mislabeling, or misbranding of motor fuel or other violation by Dealer of trade mark requirements for products sold by Dealer as set forth under this Agreement;

(k) violation of any term or condition of the Agreement; or

(l) any act or omission allowing for termination, non-renewal or debranding of the Location or as provided under the Petroleum Marketing Practices Act 15 U.S.C. Sec. 2801 et seq.

. Subject to all rights under the Petroleum Marketing Practices Act, Supplier shall provide Dealer written notice of the occurrence of any event or breach which is cause for termination of this Agreement. Dealer shall have 15 days from the date of such notice in which to cure such breach or correct any condition or otherwise comply with the terms of this Agreement. If the Dealer does not cure the occurrence of the event or breach which is cause for termination this Agreement shall automatically be terminated at the expiration of such 15 day period. In the event Dealer receives written notice from Supplier of any events of default of this Agreement, Dealer specifically acknowledges and agrees that Supplier, through its agents, employees, contractors, officers, and directors, shall have the right to inspect Dealer's facility at the Location for purposes of determining compliance with this Agreement. In the event such event is not cured within 15 days of notice thereof, Supplier shall be entitled to take any corrective action or repairs necessary, at the Suppliers sole discretion, at the Dealer's sole expense. Notwithstanding the foregoing, in the event Dealer fails to remit Supplier any monies owed to Supplier under the terms hereunder, Supplier shall have the right to immediately suspend motor fuel delivery until such breach is cured. In the event such a breach is not cured within five 5 days from the date of written notice to Dealer, then in such event Supplier shall have the right to then immediately terminate this Agreement.

The parties hereto agree and stipulate that in the event of default by Dealer and early termination of this Agreement, Supplier's actual damages cannot be calculated with any degree of certainty as Supplier is relying upon Dealer's continuing purchase of petroleum products throughout the term of this Agreement. Accordingly, Dealer and Supplier specifically acknowledge and agree that such damages upon Dealer's breach would be virtually impossible to determine, and that the formula provided in this paragraph provides a reasonable pre-estimate of Supplier's probable loss that will be suffered by Supplier. Therefore, the parties agree that, in addition to any other amounts owed to Supplier hereunder, Dealer shall pay to Supplier as liquidated damages and not as a penalty a sum equal to FIVE CENTS (\$0.05) times the minimum number of gallons required to be purchased monthly as contained herein times the number of months remaining in the Term of this Agreement from the date of default. The parties further agree that the above formula is reasonable because the amount of such liquidated damages are decreased by each month that Dealer performs its obligations under this Agreement. Moreover, the parties stipulate and agree that their intent in using the above damages

formula is to provide a readily calculable pre-estimate of Supplier's probable loss upon breach and that it not be construed as a penalty.

It is further agreed that in the event of default by Dealer under any of the terms of this Agreement, and in addition to the previously described liquidated damages, Supplier shall be entitled to recoup from Dealer the unamortized portion of its investment in the Location that is more particularly described in **Schedule 4**. The investment described in **Schedule 4** shall be amortized on a "straight line" basis over the term of this Agreement. If Dealer defaults, and this Agreement is terminated before the end of the term, Supplier shall be entitled to immediate payment of the amount of the investment that has not been amortized on the date of default. Dealer acknowledges that recoupment by Supplier of the unamortized investment is a reasonable pre-estimate of Supplier's damages with respect to the investment, and that Supplier has the reasonable expectation that Dealer shall perform its obligations hereunder for the full term. In lieu of Supplier's right to recoupment of its investment in the Location, at the Supplier's sole discretion, Supplier may also immediately remove from, or disable at, the Location and retain full ownership of the petroleum product dispensing equipment, cash register, point of sale, and other branding image items installed pursuant to **Schedule 4**. Upon any default Supplier shall also be authorized and permitted to immediately remove all motor fuel products in the underground storage tanks at the Location, pursuant to Section 6 of this Agreement. Termination of this Agreement shall not affect or abridge the rights and obligations of the parties occurring prior to termination. Supplier may pursue any available legal remedies related to any default of the Agreement whether or not it exercises its right to declare this Agreement terminated. In addition to the foregoing, in the event of termination, Dealer shall pay to Supplier the cost of "debranding" the Location. "Debranding" is defined as the removal of all brand signage, brand color scheme, repayment of any unamortized oil company branding costs and rebates at the Location.

20. ATTORNEY'S FEES, COSTS, INTEREST. In the event it becomes necessary for Supplier to employ the services of its attorney to enforce any aspect of this Agreement, whether Dealer is in default of this Agreement or this Agreement is amended, assigned, or modified, Supplier shall be entitled to charge and collect administrative fee of \$2,000.00 and shall be entitled to reimbursement of all legal fees paid. In the event that either party files litigation regarding this Agreement, the losing party agrees to pay the prevailing party fifteen percent (15%) of the amount of damages for attorney's fees and costs of litigation, unless legal fees are awarded to the prevailing party by a court of competent jurisdiction.

21. MISCELLANEOUS.

(a) *DELIVERIES DELAYED OR PREVENTED.* Supplier will fill all orders with reasonable promptness, but shall not be liable for loss or damage due to delays or failure, in whole or in part, to fill orders resulting from acts of public enemies, regulations, orders of civil or military authorities, fires, floods, strikes, labor disputes, accidents, shortage of labor, shortage of crude oil, shortage of refined products, refinery capacity, shortage of materials, shortage of the means of transportation, or any other cause beyond Supplier's reasonable control, at its own plants, those of its sources of supply, or in connection with the delivery of its products. If Supplier is prevented by any of the foregoing causes from supplying the full quantities of any one or more of its products hereunder, Supplier shall have the right, without liability to Dealer, to allocate the quantity deliverable hereunder to Dealer, to its other parties under contracts calling for delivery of like products, and to its own requirements in such manner as it may deem reasonable, at Supplier's sole discretion, or according to any required allocation program, and Dealer shall be bound by such allocation. If Supplier is unable to deliver products for more than seventy-two (72) hours, Dealer shall have the right to purchase products from other suppliers until such time as Supplier can recommence delivery.

(i.) Supplier reserves the right to give preference in allocation to a dealer or group of dealers for any reason, in its sole discretion, including those dealers whose needs are related to providing fuel to customers whose responsibilities relate to the: (a) protection of life or health, (b) production and transportation of food and energy, (c) mass transportation, and (iv) national defense.

(ii.) Supplier's allocation plans may be put into effect on any geographic basis (including treating one geographic area differently from another) as Supplier may determine, without regard for the specific inventory at the place or places from which the supplied products are normally produced, shipped, or delivered.

(b) *INSURANCE.* Dealer shall continuously maintain general liability insurance and liquor liability insurance with such coverage as may be approved by Supplier and naming Supplier as an additional insured; and Dealer shall maintain workers' compensation insurance to all employees. Dealer shall furnish Supplier certificates establishing that the insurance requirements contained herein are met and maintained, from time to time, but at least annually, and upon request by Supplier. Additionally, Dealer shall reimburse Supplier, by EFT on a monthly basis, for any all insurance premiums incurred by Supplier, during the term of this Agreement, for fire, casualty, hazard, and liability insurance maintained by Supplier covering any equipment, accessories, fixtures and/or branding image items owned, leased, or rented by Supplier and installed at the Location. If Dealer fails

to provide a certificate of insurance after written notice from Supplier, Supplier may obtain such insurance and charge Dealer the actual cost of the insurance plus an administrative fee of \$100.00 per month.

(c) *CONTINGENCIES*. This Agreement, and the rights and obligations of the parties hereunder, is expressly contingent upon the approval of the Location, receipt of a survey of the Location supplied by Dealer, the branding image and specifications therefor, and Dealer's credit history being approved by Supplier's supplier. Further, in the event Supplier is obligated to cause the installation or upgrade of any motor fuel dispensing equipment or accessories at the Location, this Agreement is expressly contingent upon Supplier obtaining financing, by Agreement or otherwise, for such obligations upon terms and conditions acceptable to Supplier. Further is Agreement is contingent upon Dealer's third party landlord (and the prime landlord at the Location, if applicable), if any, executing an agreement 'in such form and substance satisfactory to Supplier and under which such landlord (and prime landlord) waives any right or claim, during the term of this Agreement, to the equipment, accessories, fixtures and branding image items installed and owned by Supplier, and acknowledges Supplier's exclusive right to supply motor fuel to the Location for the full term hereof. Dealer shall exercise good faith and make diligent efforts and cooperate with Supplier in obtaining the execution of such an agreement whereby landlord (and prime landlord) waives any right or claim, during the term of this Agreement, to the equipment, accessories, fixtures and branding image items installed and owned by Supplier, and acknowledges Supplier's exclusive right to supply motor fuel to the Location for the full term hereof. Failure to obtain such an agreement will give the Supplier the right to terminate this Agreement.

(d) *SEVERABILITY*. (i) If any one or more of the provisions of this Agreement are determined, by a court of competent jurisdiction, to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be of full force and effect. (ii) If, after the date of this Agreement, valid state or federal laws or regulations governing the relationship between Dealer and Supplier take effect, this Agreement shall be deemed amended and shall incorporate any mandatory requirements of such laws or regulations so long as they shall be effective, unless such amendment(s) shall operate to increase Supplier's taxes, costs or expenses hereunder, in which case Supplier shall have the option to terminate this Agreement by notice to Dealer.

(e) *ENTIRETY-AGREEMENT*. This Agreement constitutes the entire agreement and understanding between Supplier and Dealer merging and superseding all prior agreements, understandings, warranties and representations, whether oral, written, express, or implied, between Supplier and Dealer. All prior agreements between Supplier and Dealer concerning the subject matter hereof, relating to the Location

defined herein, are hereby terminated. Neither this Agreement nor any modification or waiver of any of the provisions hereof shall be binding upon Supplier or Dealer unless in writing, duly executed by Dealer and a duly authorized Dealer of Supplier.

(f) *NOTICES*. Any notice provided for herein shall be given in writing and shall be considered properly given when received if personally delivered, provided by verifiable electronic means or, if deposited in the United States mail by certified mail, return receipt requested, postage prepaid, properly addressed by either party to the other at such party's address shown above, or at any changed address of which notice is duly given, as of the date received. Dealer has an obligation to notify Supplier if they move or otherwise change the address noted above. If Dealer fails to notify Supplier of an address change, all mail sent by Supplier to Dealer's address shown above shall be deemed sufficient notice whether claimed or unclaimed.

(g) *Governing Law and Venue*. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Texas without giving effect to any choice of law provision or rule that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in the Northern District of Texas unless the jurisdiction of such courts is improper, in which event a Party may bring such suit, action or other proceeding in any court of competent jurisdiction in the District Court of Dallas County, Texas. Dealer consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Agreement located in Dallas County, Texas, and waives any objection thereto on the basis of personal jurisdiction or venue. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

(h) *JOINT AND SEVERAL LIABILITY*. In the event more than one person, firm, company or entity are named as Dealer hereunder, each such named person, firm, company and entity shall be jointly and severally liable unto Supplier for the satisfaction of the obligations of Dealer hereunder; and Supplier may look to any, all or any combination of them for such satisfaction thereof.

(i) *CROSS-DEFAULTS*. Any default by Dealer under the terms of this Agreement shall likewise constitute a default of Dealer, under the terms of any and all other agreements between these same parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts, whether or not pertaining to the Location, or other location or locations or to the sale or purchase for resale of motor fuels or other products. This provision

shall also apply to any agreements with Supplier's affiliates and related parties and in particular for the subject Location.

Default under the contracts shown in Exhibit A, will be considered a default of this Agreement.

Dealer expressly acknowledges Supplier would not have entered into this Agreement absent the agreements shown in Exhibit A. Further, the Dealer expressly acknowledges that not enforcing the cross-default provision would thwart the Supplier's bargain

In the event Dealer is a tenant of a third-party landlord at the Location, and tenant and/or third party landlord has acquired the written consent to this provision from such landlord by way of a separate document or agreement, default by Dealer hereunder shall likewise constitute a default under the terms of the lease between tenant and such landlord and a default under the lease shall be a default under this Agreement.

(j) *CREDIT CARD FRAUD SKIMMING*. Supplier shall have the right to immediately charge back to the Dealer any credit card "charge-backs" from the Supplier's Supplier immediately. In addition, Dealer is responsible for any credit card fraud which may occur at the Location including credit card skimming. Skimming is the theft of credit card information. This theft occurs when a third-party card-reading device is installed either outside or inside a fuel dispenser or other card-swiping terminal. This device allows a thief to capture a Dealer's credit and debit card information, including their PIN, with each card swipe. Dealer is responsible for any credit card or debit card information theft and the fraudulent charges that are a result of skimming. Dealer is required to daily check the pumps and all card swiping terminals for possible sources of Skimming.

(k) *QUALITY AND CLAIMS*. Supplier guarantees that all products delivered hereunder will be uniform in quality and according to industry standards. Any claim for deficiency in quality or quantity of any product is waived unless Dealer gives Supplier notice of such deficiency at time of delivery (or during the next period of regular business hours if night delivery) for quantity claims and within ninety-six (96) hours of discovery of the alleged deficiency for quality claims. Such notice shall fully set forth the facts on which Dealer's claim is based, and Supplier shall be given full opportunity to inspect, measure, and test the products and/or equipment involved. Dealer shall immediately notify Supplier if Supplier's equipment is leaking. Dealer's failure to comply with the above requirements shall operate as a waiver of any and all claims and remedies by Dealer against Supplier arising out of product defects, variances, or shortages.

(l) *GUARANTEE*. This Agreement is guaranteed by the terms in the Personal Guarantee of Fuel Supply Agreement.

22. INVENTORY. Reserved.

23. CREDIT CARD SETTLEMENTS. Every week, Supplier shall provide a credit card settlement paid by check, EFT, or other agreed upon means, to Dealer. This settlement shall be for the net amount of credit card funds held on behalf of Dealer as of the last week, which shall be netted against any currently owing but unpaid invoices. The Location shall be settled in weekly periods from Wednesday to Wednesday and settlement paid out on Friday. This settlement shall not be assignable upon assignment or transfer of this Agreement without the express written consent of Supplier. Supplier reserves the right to change the credit card settlement terms at any time. Payment for fuel shall be seven (7) day credit or other deferred credit terms for payment.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Wholesale Fuel Supply Agreement to be effective as of the Effective Date first written above.

SUPPLIER

HZ INVESTMENT & PROPERTIES LLC

By: _____
Hyder K. Lalani, Member

DEALER

HMK EXPRESS LLC

By:

Signed by:
Mohsin Khan
93E74815541E4B7...

Mohsin R. Khan, its owner

Signed by:
Mohsin Khan
93E74815541E4B7...

MOHSIN R. KHAN, Individually

SCHEDULE 1 - PROPERTY DESCRIPTION

1105 Gray Hwy, Macon, GA 31211.

SCHEDULE 2 – OPTION TO EXTEND TERM

Dealer shall have the option to extend the Term for an additional five (5) year term with at least sixty (60) days' notice to Supplier, prior to the expiration of the then existing Term. Supplier reserves the right to not extend the Term, but Supplier will not be unreasonably withhold approval of a reasonable request to extend the Term of the Agreement between the Supplier and the Dealer. Each extended Term shall be on the same terms and conditions as set forth in this Agreement, except as otherwise specifically stated herein.

SCHEDULE 3 – PRODUCTS TO BE PROVIDED EXCLUSIVELY BY SUPPLIER

1. Regular, Super and Premium Gasoline;
2. Diesel;
3. E85/and other Ethanol Blends;
4. Bio Diesel;
5. Ethanol Free Fuel;
6. Boutique Fuels (Future);
7. Natural Gas Related Fuels (Future);
8. Electric Car Charging Networks (Future);
9. Lubricants and Oils (Future)
10. Hydrogen Fuels (Future); and
11. Any other fuel known or currently unknown used to power automobiles, trucks, tractors, boats, lawn mowers, etc.

**SCHEDULE 4 - EQUIPMENT, ACCESSORIES AND/OR FIXTURES TO BE INSTALLED BY
SUPPLIER**

None.

SCHEDULE 5 - DEALER'S REPAIR/MAINTENANCE AND EQUIPMENT OBLIGATIONS

None.

SCHEDULE 6 - BRANDING

The initial branding image to be installed at the Location, and the initial brand of motor fuels to be delivered to the Location for resale by Dealer shall be a brand approved by Supplier. Supplier reserves the right to change the brand at the Location at any time.

SCHEDULE 7 – FINE SCHEDULE

No Name Tag:	\$25.00
No Uniform:	\$50.00
Illegal Drugs/Drug Paraphenalia:	\$500.00

SCHEDULE 8- ALTERNATIVE SECURITY DEPOSIT PROVISIONS

The security deposit provisions of section 16 of this Agreement are modified as follows:

The total security deposit shall be \$25,000. In the event an ACH draft for the payment of fuel or the payment of rent is dishonored by Dealer's financial institution, the security deposit shall become \$40,000.00 and collected at \$.02 per gallon of fuel sold at the Location.

Said security deposit is collected and held by Supplier (HZ Investment & Properties LLC), and Kings Oil Company LLC is not responsible for the reimbursement of said security deposit at any time.

SCHEDULE 9
Field Inspection Evaluation

Exterior

Main Price ID sign functional and lighted	2
Main Price ID sign unobstructed and free of non-oil company signage	1
Landscape Free of Trash	2
Landscape Grass Cut and Neat	4
Parking Lot Neat and Clean	2
Parking Lot free of weeds growth	1
Parking Lot with no pot holes	1
Freshly painted curbs, poles and parking lines	2
All MPDs functioning correctly	4
All MPDs clean, free of spider webs and dirt	1
Pump Islands clean and well maintained	1
Card reader working with RECEIPT paper present	2
Credit Card Applications present	2
Current POP Present and clean	2
Nozzles and hoses clean/functional	2
All MPD displays operational	1
Trash Receptacles not over flowing and CLEAN	1
Valet supplies present. (Squeegees, paper towel and water)	2
Spanner clean, lit and well maintained	1
Canopy fascia maintained and lit	1
Canopy Clean and well maintained	1
Canopy lights working	2
Exterior lights working	1
Dumpster area clean and without debris	1
No storage or objects outside the building or at dumpster	1
No abandoned or illegally parked vehicles	1
Air & Water hose working outside	1
Building Exterior clean, painted and well maintained	1
Building Side walk clean, unobstructed and pressure washed	1
Store windows clean, not cracked and free of extra signage	1
Front door clean and free of unnecessary signage	1
Operation hours posted	1

INTERIOR

Odor Free	1
Comfortable Temperature	1

Inside Lights working and sufficient light	1
Clean Floor	2
Clean Walls / attractive & inviting ambiance	1
Ceiling tiles spotless and clean	1
Vents clean and dirt free	1
Clutter Free merchandising / Dealer navigation friendly	1
Floor Merchandisers well organized, properly placed and allowing navigation	1
Fully Stocked and Merchandised	1
No handwritten signs in the store	1
Shelves clean, free of dirt and front faced	1
Beverage Bar clean and inviting	1
Beverage equipment operational	1
Beverage Bar stocked	1
Cooler operational and clean	1
Cooler lights working	1
Check out area clean, clutter free and inviting	1
Waste receptacles clean and not overflowing	1
No storage in Dealer visible sales area	1

BATHROOMS

All available bathrooms open for Dealer use	1
Bathroom floors clean and neat	1
Bathroom walls clean and free of graffiti	1
Bathroom supplies present	2
Bathroom door clean, lock functioning correctly	1
Bathroom equipment Commode, urinal, sink, mirror, soap disp, paper disp, towel disp	1
Bathroom trash clean, not overflowing and well maintained	2

DEALER SERVICE

CSR in Uniform shirt	5
CSR wearing name tag	3
CSR well groomed	1
CSR acknowledged at entry and first interaction	1
CSR made eye contact	1
CSR courteous and provides pleasant Dealer service	1
CSR repeats sales amount and counts cash back	1
CSR provides welcome and parting remarks	1
CSR familiar with Oil Co programs and offers program sales	2

MISC

Pornographic Magazine on display
Any type of Drug Paraphernalia present
TOTAL SCORE

3
3
100

Credit Card Schedule
Upon Conversion

Sales at Store		Notice to Kings Oil	Payment to Kings Oil	Payment to Dealer
Monday		Tuesday	Wednesday	Thursday
Tuesday		Wednesday	Thursday	Friday
Wednesday		Thursday	Friday	Monday
Thursday		Friday	Monday	Tuesday
Friday		Monday	Monday	Tuesday
Saturday		Monday	Monday	Tuesday
Sunday		Monday	Tuesday	Wednesday

Billing Terms

(Assuming 7-day payment terms)

Load to Load

Payment is due at the earlier of 10 days or the date a new load is delivered.

7 Days

Payment is due within 7 days from date of delivery.

Delivery Date	Draft Notice	Payment Due
Saturday	Friday	Monday
Sunday	Friday	Monday
Monday	Friday	Monday
Tuesday	Monday	Tuesday
Wednesday	Monday	Wednesday
Thursday	Tuesday	Thursday
Friday	Wednesday	Friday

Exhibit A

The following agreements between Supplier and Dealer shall be subject to the cross-default provisions of this Agreement:

1. Lease Agreement dated November 1, 2024 by and between HZ Properties & Marketing LLC and HMK EXPRESS LLC.

PERSONAL GUARANTY OF FUEL SUPPLY AGREEMENT

In order to induce **HZ INVESTMENT & PROPERTIES LLC**, a Georgia limited liability company to enter into this Agreement with MOHSIN R. KHAN ("Obligor") and for other good and valuable consideration received, the undersigned, jointly and severally, irrevocably and unconditionally guaranty to **HZ INVESTMENT & PROPERTIES LLC** the prompt payment, performance and observance of those obligations contained in the Fuel Supply Agreement dated November 1, 2024 ("Agreement"), and all indebtedness, liabilities, obligations and agreements of any kind Obligor to **HZ INVESTMENT & PROPERTIES LLC**, however evidenced, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured or original, renewed or extended (the "Obligations").

The undersigned hereby waives notice of acceptance of this guarantee and notice of any Obligations, and waives presentment, demand for payment, protest, notified of dishonor, or non-payment with respect to the Obligations.

The liability of the undersigned hereunder is primary and unconditional and shall not be subject to any offset, defense, or counterclaim of the Obligor. The liability of the undersigned shall not be discharged or satisfied hereunder except by the full payment and performance of all of the Obligations guaranteed hereunder, with interest until fully paid. This guarantee shall not be impaired or affected by, nor shall the undersigned have any defense hereto based upon any modification, supplement, extension, or amendment of the Obligations or any agreement relating thereto; or any of the Obligations or any of such agreements. This guarantee is a continuing one and is one of payment and not of collection.

The obligations of the undersigned hereunder shall be irrespective of the genuineness, validity, regularity, or enforceability of the Agreement or any circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

The liability of the undersigned on this guarantee shall be primary, direct, and immediate and not conditional or contingent upon pursuit by **HZ INVESTMENT & PROPERTIES LLC** of any remedies it may have against the Obligor, or its successors and assigns, or any other guarantor or any other person whatsoever, with respect to the Agreement, whether pursuant to the terms therefor by law. Without limiting the foregoing, **HZ INVESTMENT & PROPERTIES LLC** shall not be required to make any demand on Obligor, simultaneously with or prior or subsequent to enforcing **HZ**

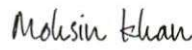
INVESTMENT & PROPERTIES LLC's remedies hereunder against the undersigned. Any one or more successive and/or concurrent actions may be brought hereon against the undersigned either in the same actions, if any, brought against Obligor or in separate actions, as often as **HZ INVESTMENT & PROPERTIES LLC** deems advisable.

No delay on the part of **HZ INVESTMENT & PROPERTIES LLC** in exercising any of its options, powers, or rights shall constitute a waiver thereof. This guaranty contains the entire agreement of **HZ INVESTMENT & PROPERTIES LLC** and the undersigned and no waiver of any of **HZ INVESTMENT & PROPERTIES LLC**'s rights hereunder and no modification amendment of this guaranty shall be deemed to be made by **HZ INVESTMENT & PROPERTIES LLC** unless the same shall in writing, duly signed on behalf of **HZ INVESTMENT & PROPERTIES LLC** and such waiver, if any, shall apply only with respect to the specific instance involved. The undersigned shall have no right of subrogation against the Obligor or any of its assets or property or any security held for any Obligations until **HZ INVESTMENT & PROPERTIES LLC** shall have been paid in full all Obligation.

This guarantee shall be governed and construed in accordance with the laws of the State of Texas and shall be binding upon the undersigned, their heirs, executors, administrators, successors, and assigns and shall inure to the benefit of **HZ INVESTMENT & PROPERTIES LLC**, its successors, and assigns.

The undersigned, if more than one, shall be jointly and severally liable hereunder, and the term "undersigned", wherever used herein, shall mean all the undersigned and any one or more of them. Anyone signing this guarantee shall be bound hereby whether or not anyone else signs this guarantee at any time. The term "**HZ INVESTMENT & PROPERTIES LLC**" includes any agent for **HZ INVESTMENT & PROPERTIES LLC** or acting for it.

Guarantor

Signed by:

93E74815541E4B7...
Name: MOHSIN R. KHAN



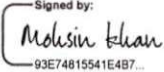
Certificate Of Completion

Envelope Id: D9C80C5F7A62428FBCDE0DD63042FF61		Status: Sent
Subject: Complete with Docusign: Lease & Wholesale Fuel Supply Agreement for 1105 Gray Hwy		
Source Envelope:		
Document Pages: 60	Signatures: 5	Envelope Originator:
Certificate Pages: 5	Initials: 0	Briskin Cross & Sanford LLC - Docusign
AutoNav: Enabled		33 South Main Street
Envelope Stamping: Enabled		Suite 300
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Alpharetta, GA 30009
		docusign@briskinlaw.com
		IP Address: 209.10.146.36

Record Tracking

Status: Original	Holder: Briskin Cross & Sanford LLC - Docusign	Location: DocuSign
11/6/2024 12:29:26 PM	docusign@briskinlaw.com	

Signer Events	Signature	Timestamp
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Mohsin Khan	Signed by:  93E74815541E4B7... Signature Adoption: Pre-selected Style Using IP Address: 162.202.34.229 Signed using mobile	Sent: 11/6/2024 12:50:58 PM
Mohsinrk1019@gmail.com		Viewed: 11/7/2024 8:51:42 PM
Owner		Signed: 11/11/2024 2:43:21 PM
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Accepted: 11/7/2024 8:51:42 PM
ID: 38733114-30f8-4101-878c-fa63d1166f26

Hyder Lalani	Sent: 11/11/2024 2:43:25 PM
dannylalani@gmail.com	
Member	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure: Accepted: 12/8/2023 7:27:28 AM ID: e5d5d160-83c7-42aa-ac88-168ea854a06b	

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Yoko Ariza
yariza@briskinlaw.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Accepted: 5/9/2023 8:53:08 AM ID: a16f7f2f-186e-40a2-8522-9b452b96d630

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/6/2024 12:50:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Briskin, Cross Sanford, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Briskin, Cross Sanford, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: scourtney@briskinlaw.com

To advise Briskin, Cross Sanford, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at scourtney@briskinlaw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Briskin, Cross Sanford, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to scourtney@briskinlaw.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Briskin, Cross Sanford, LLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to scourtney@briskinlaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Briskin, Cross Sanford, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Briskin, Cross Sanford, LLC during the course of your relationship with Briskin, Cross Sanford, 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.

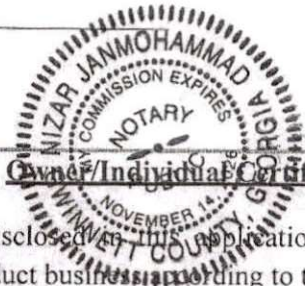
Agent's Signature: MOHSIN KAHN Date: 01-29-2025

Business Name: HMK EXPRESS LLC

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

This 28 day of January, 2025.

[Signature]
NOTARY PUBLIC



11/16/26
MY COMMISSION EXPIRES

Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20_____

NOTARY PUBLIC

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: HMK EXPRESS LLC

Business Address: 1105 GRAY HWY, MACON, GA 31211

Instructions:

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

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

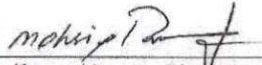
If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be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

Definitions:

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

*Business Type ID Form
Page 1
Rev. July 2021*

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


Applicant/Agent Signature

01/29/2023
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: MOSHIN KHAN

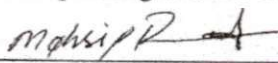
Business Address: 1105 GRAY HWY, MACON, GA 31211

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


Code Enforcement Department Designee

3-6-2025
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.


Applicant/Agent Signature

1/28/2025
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.

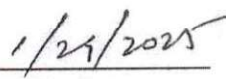
Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature

Mohsin R Khan

Print Name



Date

Rev. 9/2020



Alcohol License Questionnaire

Name of Business: HMK EXPRESS LLC
 Owner's Name: MOSHIN KHAN
 Address: 1105 GRAY HWY
MACON, GA 31211

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

Moshin R Khan
 Printed Name of Person Completing Form

Moshin R Khan
 Signature of Person Completing Form

01/29/2025
 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.

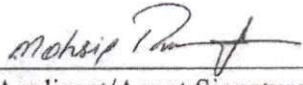
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: HMK EXPRESS LLC

Business Address: 1105 GRAY HWY, MACON, GA 31211

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

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


Applicant/Agent Signature

1/23/2021
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 #

Business Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MOHSIN KHAN
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.

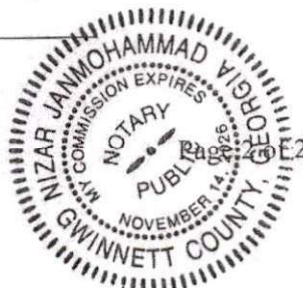
Mohsin R Khan *Mohsin R Khan*

Print and Sign Name

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

[Signature]

Notary Public
My commission expires:
11/14/2026



Rev. April 2022
See O-22-0011

Property Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Mohsin Khan
2. Name of the subject of this Certificate, if different from the applicant:
HMK Express 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.

HIDER LAZALI

Print and Sign Name

Sworn to and subscribed before me this

14 day of February, 2025.

Ontario Badwan
Notary Public

My Commission Expires: 10/07/2027



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

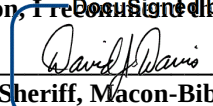
Applicant Name: Mohsin Khan – No fingerprints needed

Business Name: HMK Express LLC DBA Express

Business Address: 1105 Gray Highway, Macon, GA 31211

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

Granted

 3/13/2025
 Sheriff, Macon-Bibb County, Georgia **Date**
 1C561778CDEE414...

Denied

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

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

Granted

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

Denied

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

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

Granted



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

Denied



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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 7/31/2025 (Date) DS SD (Initials)

Comments

After review, legal recommends denial. The applicant failed to demonstrate a right to possession of the property and did not provide a required Certificate of Good Standing. The County Attorney's Office attempted to contact the applicant on numerous occasions to rectify the deficiencies but the applicant was unresponsive

Initials

Initial SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 5, 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 #: 33-1730211 State Tax ID #: _____
 Business Name: MACON SHELL MART 786 LLC Corporate and Trade Name: MACON SHELL
 Local Business Address: 3750 Mercer University DR, MACON GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 3750 Mercer University DR, MACON GA 31204
Street Address (City State Zip)
 Local Business Phone #: 478-445-0812 Email Address: maconshellmart786@gmail.com
 Contact Person: Faiyaz adatiya Contact Phone #: 832-709-6939

AGENT

Agent's Name: FAIYAZ ADATIYA Agent's Title: OWNER
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 1885 HARPER DR City: MOORE State: GA Zip: 30260
 Home Phone #: 469-845-1175 Email: faiyaz-aditya@gmail.com
 Mailing Address: 3750 Mercer Univ dr City: MACON State: GA Zip: 31204

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ 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 From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	FAIYAZ ADATIYA		
Address	1885 HAPPER DR MORROW GA 30260		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN		

This authorization is valid for _____ days from date of signature.

I, FAIYAZ ADATIYA give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Signature [Signature] Date 04/10/2025

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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 SHELL MART 786 LLC

Printed Name of Applicant: FAIYAZ ADATIYA

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 10 DAY OF April, 2025


 NOTARY PUBLIC

04.04.29
 MY COMMISSION EXPIRES





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident

Employment Eligibility: Employment Authorized - Indefinite

The applicant has a status of Lawful Permanent Resident. Persons with Lawful Permanent Resident status have the right to live and work in the United States. Please follow your agency's policy to determine whether the applicant is eligible to receive the benefit they applied for.

SAVE Response Details

Case Verification
Number: 0025153202956SV
Class of Admission (COA)
Code: IR6
DHS Comments: Review for accuracy (A #)
Response Date: 06/09/2025

Agency Submitted Details

Full Name: no name given faiyaz adatiya
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Special Comments: Resident Card
Initiated On: 06/02/2025
Initiated By: IHAL0956
Point of Contact Name: Ian Hall
Point of Contact Phone Number: (478) 310-2173
Requested Benefits: Occup. Tax Cert.
Attached Document: Yes



MEASUREMENT FORM

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

APPLICANT: FAIYAZ ADATIYA

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3750 MERCER UNIVERSITY DR.

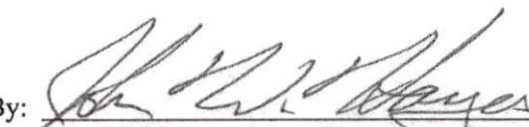
BUSINESS NAME: MACON SHELL MART 786 LLC.

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: 1/29/25

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

Macon Shell Mart 786 LLC
 # 3750* Mercer University Drive

4,450' — SCHOOL GROUND property line
 John R. Lewis Elementary

4,900' — SCHOOL BUILDING
 John R. Lewis Elementary

2,800' — COLLEGE CAMPUS property line
 Central Georgia Technical College

16,000' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway

1,675' — PUBLIC LIBRARY or BRANCH building
 Lileary Annex - Macon Mall

4,250' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Maple Court

2,750' — CHURCH (building)
 Grace Baptist Church
 #1555 Edna Place

3,150' — CHURCH GROUNDS
 Grace Baptist Church

10,800' — 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:
 address "Gas Station"

OK!
 Paul J. Hornowski
 January 29, 2025

* NOTE: Parcel number this business sits on is
 # 3742 Mercer University Drive

APPLICATION FOR AFFIDAVIT

DATE: 01/16/2024

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

Dear Sir,

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: _____

BEER _____

BEER ✓

WINE _____

WINE ✓

MIXED DRINKS (Liquor) _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: MACON SHELL MART 786 LLC

LOCATION OF BUSINESS: 3750 MERCER UNIV DR MACON GA 31204

PERSON APPLYING FOR AFFIDAVIT: FAHYZ ADATIYA

TELEPHONE: 469-845-1175

MACON SHELLMART 786@gmail.com

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!

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
150784	631013	Print Legal Ad-IPL02142170 - IPL0214217		1	29 L

Attention: Faiyaz Adatiya

maconshellfoodmart786llc
3750 mercer university dr
macon, GA 31204

maconshellfoodmart786llc@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 February 4, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as MACON SHELL FOODMART 786 LLC and Macon Shell, 3750 Mercer University Dr, Macon GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This January 28, 2025. faiyaz adatiya,
Applicant
IPL0214217
Jan 28, Feb 4 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:

01/28/25, 02/04/25

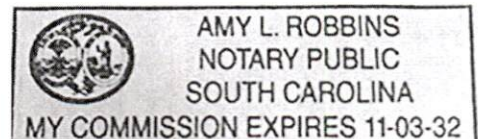
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Mary Castro

Sworn to and subscribed before me this 2nd day of
June in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina,
residing in Beaufort 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-2024-3004	PERMIT TYPE: Permitted Use	DATE ISSUED: 12/02/2024
PARCEL NO: M0840021	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Faiyaz Adatiya	
	maconshellmart786 llc	
PROPOSED USE:	Change of ownership	
	c-store w/ fuel sales and alchol PTG	
ADDRESS OF PROPOSED USE:	3742 MERCER UNIVERSITY DR	
	AKA 3750 Mercer University Dr	
PROPERTY OWNER'S NAME:	SMP PATEL INC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 12/02/2025

APPROVED BY: *John Langstaff*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	MACON SHELL MART 786 LLC	Control Number:	24201089
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	3750 MERCER UNIVERSITY DR, MACON, GA, 31204- 4811, USA	Date of Formation / Registration Date:	10/29/2024
State of Formation:	Georgia	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name:	FAIYAZ ADATIYA
Physical Address:	3750 MERCER UNIVERSITY DR, MACON, GA, 31204-4811, 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: MACON Shell Name of Corporation: macon shell mart 786 LLC

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

Individual:

Name and Title: FAYAZ ADATIYA, OWNER Telephone Number: 832-709-6939

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

Residential Street Address: 1885 HARPER DR MARIETTA GA 30260

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

Mailing Address: 3750 Mercer University DR, MACON GA 31204
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - General Partner holding _____ % of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
 - General Partner holding _____ % of all outstanding general partnership interests.
 - Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLLP)
 - General Partner holding _____ % of all outstanding general partnership interests.
 - Limited Partner holding _____ % of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - Managing Member, Total number of Managing Member(s): 100%
 - 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 Renewal Application

APPLICANT

First Name: FAIYAZ Last Name: ADATIYA
Home Address: 1885 HARPER DR City: MORROW State: GA Zip: 30260
Home Phone #: 469-345-1175 Email: FAIYAZ.ADATIYA@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 3750 MERCER UNIV DR City: MACON State: GA Zip: 31204

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

Faiyaz
Applicant's Signature

04/10/2025
Date

I hereby certify that FAIYAZ ADATIYA 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 10 day of April, 20 25.

J. Barnes
Notary Public



04.06.29
My Commission Expires

Rev. 7/202121



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

FAIYAZ ADATIYA

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-05-30

Serial No.

cert_hcz0xzwt





Faiyaz Adatiya



AH001586

ALCOHOL HANDLER

EXP: 12/31/2025

LEASE AGREEMENT

This Lease Agreement (this "Lease") is dated January 1st, 2025, by and between SMP PATEL, INC ("Landlord"), and MACON SHELL MART 786, LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the space (the "Premises") located at 3750 Mercer University Dr, Macon, GA, 31204.

TERM. The lease term will begin on January, 1st 2025 and will terminate on December 31, 2037.

LEASE PAYMENTS. Tenants shall pay to the Landlord starting January 1st 2025, monthly rent of \$13,000 (Thirteen Thousand Dollars) a month, payable in advance on the first day of each month.

SECURITY DEPOSIT. - No Security Deposit

TERM RENEWAL. Tenant shall renew the lease for another Term of twelve months by providing written notice to the Landlord no later than 60 (sixty) days prior to the expiration of current Term. The Terms and conditions of any renewal shall be the same as original lease.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. The premises may be used as a Gas Station and Convenience Store related activities only.

PROPERTY INSURANCE. Tenants shall maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlords shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. Landlords shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenants shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlords shall receive advance written notice from the insurer prior to any termination

P.R. JH

of such insurance policies.

MAINTENANCE & REPAIRS. Tenant acknowledges that Tenant has inspected Premises and that it is fit for stated use. Tenants will keep the property clean and in good condition. Tenants will report all maintenance requests promptly. Tenant shall have the responsibility to maintain the Premises in good working order and repair, including but not limited to, Building exteriors, exterior windows, roof, the Heating and air conditioning system, plumbing system and fixtures, electrical system and fixtures, landscaping, parking area, walkways.

UTILITIES AND SERVICES. Tenants shall be responsible for all utilities and services incurred in connection with the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. If for any reason the Tenant is in default or decides to terminate the lease during the Term, he/she shall not be entitled to a refund of any advance rent payments made to the Landlord. The Tenant shall also forfeit any Security Deposit paid to the Landlord.

LATE PAYMENTS. Payments not paid within 5 days of its due date shall bear a \$100 fee and interest at 20.00 % per annum until paid beginning with the day after the due date.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenants shall be charged \$35.00 for each check that is returned to the Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the

P.P. JA

Landlord which shall not be unreasonably withheld. Tenants shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlords shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenants shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. Any illegal activity conducted on the premises will constitute an automatic default and termination of the lease. Landlord will not be responsible for any misconduct or violations caused by the Tenant. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership

P.R. J.A.

existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

PANT P. PATEL
SMP PATEL, INC.

TENANT:

FAIYAZ ADATIYA
MACON SHELL MART 786 LLC
3750 MERCER UNIVERSITY DR
Macon, GA, 31204

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Georgia.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or

P. P. Patel

net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a

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Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS,

FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no

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Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows: 8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal ascendant, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax

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purposes or that any termination is not adverse to the Company or the other Members.

8.4 Death, Incompetency, or Bankruptcy of a Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 Death Buyout. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date This Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal

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to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider a discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after

agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows: (1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

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8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company; 9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or any

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of GEORGIA

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(without regard to principles of conflicts of law).

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Signature & Date: Faiyaz 01/01/2025
 FAIYAZ ADATIYA
 Listing of Members -

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Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR MACON SHELL MART 786, LLC.

LISTING OF MEMBERS

As of the 1st day of January 2025, the following is a list of Members of the Company:

NAME: FAIYAZ ADATIYA

% Ownership

100%

LANDLORD:

SMP PATEL, INC

By: Pant Patel

Landlord

Signature & Date Pant Patel, 01/01/2025

TENANT:

MACON SHELL MART 786 LLC

By: FAIYAZ ADATIYA

Tenant

Signature & Date Faiyaz 01/01/2025

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: Faiyaz Date: 04/10/2025

Business Name: MACON SHELL MART 786 LLC

I hereby certify that Faiyaz Adatiya (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 10 day of April, 2025

J Barnes
Notary Public



04 06 29
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: MACON SHELL MART 786 LLC

Business Address: 3750 MERCER UNIV DR MACON GA 31204

Instructions:

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

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

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

Definitions:

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

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

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

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

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

Janyal
Applicant/Agent Signature

04/10/2025
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

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

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

Business Name: MACON SHELL MART 786 LLC

Business Address: 3750 MERCER UNIVERSITY DR, MACON GA 31204

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

[Signature] Sgt #7224
Code Enforcement Department Designee

1 Apr 25
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

04/10/2025
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>.

Faiyaz
Signature

FAYAZ ADATIYA
Print Name

04/10/2025
Date



Alcohol License Questionnaire

Name of Business: macon shell mart 786 LLC
 Owner's Name: faiaz adatiya
 Address: 1885 Harper dr
macon GA 30260

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

Faiaz
 Signature

FAIAZ ADATIYA
 Print Name

04/10/2025
 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: macon Shele mart 786 LLC.

Business Address: 3750 Mercer University DR, MACON GA 31209

☒ **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

Janyaz
Applicant/Agent Signature

04/10/2025
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 #

Business
Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: FAIYAZ ADATIYA
2. Name of the subject of this Certificate, if different from the applicant:
MACON SHELL MART 788 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.

FAIYAZ ADATIYA
Print and Sign Name

Faiyaz

Sworn to and subscribed before me this

10 day of April, 2025.

J. Barnes
Notary Public

My Commission Expires: 04.04.29



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: _____

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
16th day of APRIL, 2025.



 Notary Public
 My commission expires: 01/11/2028





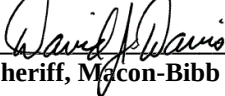
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Faiyaz Adatiya – Fingerprints completed 06/13

Business Name: Macon Shell Mart 786 LLC DBA Macon Shell

Business Address: 3750 Mercer University Drive Macon, GA 31204

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	7/12/2025 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 8/1/2023 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 5, 2025
PRE-COMMISSION AGENDA



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

Business Information

Business Name: FIESTA BEVERAGE OUTLET INC
Business Type: Corporation

Address Information

Location Address: 3965 ARKWRIGHT RD MACON GA 31210-1702

Alcohol License Information

License Type: Retail
Start Date: 05-09-2025
Beer: Yes
Wine: Yes
Liquor: Yes
Airline or Railway Carrier: No
Local Jurisdiction Type: City
Local Jurisdiction: MACON
Arrest History: No

Local License / Fees	Fee Amount
Distilled Spirits Packaged to Go	\$2,900.00
	<u>\$2,900.00</u>

Licensee Information

Licensee Type: Individual
Licensee Name: PATEL, FEMEENA

Additional Information

Primary NAICS: 445120

Officers	Officer or Responsible Party
PATEL, KALPESHBHAI	Officer
PATEL, FEMEENA	Both
PATEL, FEMEENA	Officer



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

\$ 1400 Alcohol License Fees + \$400 Application Fee = \$ 4800

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.12/24

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

BUSINESS

Federal Tax ID #: 99-2263699 State Tax ID #: 308977001/20298509808
 Business Name: ~~FEB~~ FIESTA BEVERAGE OUTLET INC Corporate and Trade Name: MACON BEVERAGE OUTLET
 Local Business Address: 3965 ARKWRIGHT Rd, MACON GA 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 3965 ARKWRIGHT Rd, MACON GA 31210
Street Address (City State Zip)
 Local Business Phone #: 478-621-4927 Email Address: KP30215@gmail.com
 Contact Person: FEMEENA PATEL Contact Phone #: 770 362 3272

AGENT

Agent's Name: FEMEENA PATEL Agent's Title: OFFICER
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 707 APPROACH DR City: PEACHTREE CITY State: GA Zip: 30269
 Home Phone #: 770 362 3272 Email: KP30215@gmail.com
 Mailing Address: 707 APPROACH DR City: PEACHTREE CITY State: GA Zip: 30269

INDIVIDUAL/OWNER INFORMATION

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

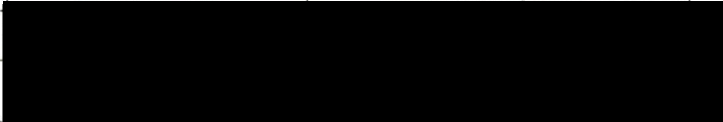
Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the Bibb County Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
via:

US Mail ☐ In-Person Pick-Up ☐ Encrypted Email Address: _____

Full Name (Print):	FEMEENA PATEL		
Address	707 APPROACH DR, PEACHTREE CITY, GA 30269		
Sex	Race	Date of Birth	Social Security Number
FEMALE	ASIAN		

This authorization is valid for _____ days from date of signature.

I, FEMEENA PATEL give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Signature  Date 5/14/25

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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.

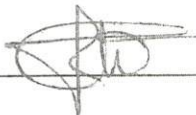
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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: FIESTA BEVERAGE OUTLET INC

Printed Name of Applicant: FEMEENA PATEL

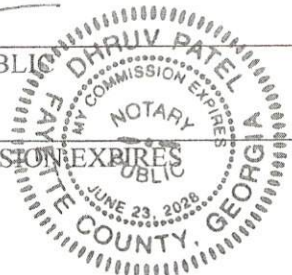
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14th DAY OF MAY, 2025.


 NOTARY PUBLIC

MY COMMISSION EXPIRES



Case Result | Case Status: Status Returned



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: 0025161145439UR
Class of Admission
(COA) Code: IR6
Country of Birth: IND - INDIA
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: Femeena Patel
[Redacted]
Initiated On: 06/10/2025
Initiated By: DSIN0559
Point of Contact
Name: Deon Singleton
Point of Contact
Phone Number: (478) 310-3579
Requested
Benefits: Occup. Tax Cert.
Attached
Document: No



MEASUREMENT FORM

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

APPLICANT: FEMEENA PATEL

PROPOSED LICENSE: BEER AND WINE AND LIQUOR PACKAGED TO GO

BUSINESS LOCATION: 3965 ARKWRIGHT ROAD, MACON, GA 31210

BUSINESS NAME: FIESTA BEVERAGE OUTLET, INC.

To Be Completed by County Engineer

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

X Comply Does not Comply

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

 Not Applicable X Unknown

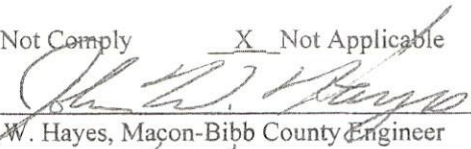
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

X Comply , but does not comply with other restrictions

 Not Applicable

4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.

 Comply Does Not Comply X Not Applicable

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

Date: 6/10/25

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 DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.

600' - school ground, school building, education building, or college campus. (revised 8-23-23) PJH

Fiesta Beverage Outlet Inc.
#3965 Arkwright Road

6,750'	—	CHURCH BUILDING	<u>300'</u>
		<i>Forest Hills Church</i>	
6,600'	—	CHURCH PROPERTY	
		<i>Forest Hills Church</i>	
5,500'	—	M-B COUNTY RECREATION CENTER property line	
		<i>Theron Vasey Park Community Center</i>	
29,400'	—	ALCOHOL TREATMENT CENTER building	
		<i>River Edge - Emory Highway</i>	
3,400'	—	PUBLIC LIBRARY or BRANCH building	
		<i>Riverside Branch</i>	
4,650'	—	MHA property line	
		<i>Northside Senior Village</i>	
3,950'	—	SCHOOL GROUND property line	<u>600'</u>
		<i>Montesori of Macon</i>	
4,200'	—	SCHOOL BUILDING	
		<i>Montesori of Macon</i>	
3,550'	—	EDUCATION BUILDING	
		<i>Miller-Mott</i>	
3,550'	—	COLLEGE CAMPUS	
		<i>Miller-Mott</i>	
4,050'	—	Existing PACKAGE STORE (1500'+ required)	
		<i>Carriage Hills Bottle Shoppe</i>	

OK!
Paul A. Haimowski
May 30, 2025



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	Cols	Depth
154028	661927	Print Legal Ad-IPL02329330 - IPL0232933		1	30 L

Attention: Femeena Patel

Femeena Patel
707 Approach dr
Peachtree City, GA 30269

kp30215@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Liquor, 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 May 21, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Fiesta Beverage Outlet Inc. dba Macon Beverage Outlet Inc.** 3965 Arkwright Road, Macon Ga 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This May 14, 2025. Femeena Patel,
Applicant
IPL0232933
May 14, 21 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:
05/14/25, 05/21/25

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.

Mary Castro

Sworn to and subscribed before me this 21th day of May
in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina,
residing in Beaufort County



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-03-32

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



ZONING COMPLIANCE

PERMIT NO: ZC-2025-1390	PERMIT TYPE: Permitted Use	DATE ISSUED: 05/20/2025
PARCEL NO: N0410004	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Femeena Patel Fiesta Beverage Outlet Inc	
PROPOSED USE:	Change of ownership of Existing	
ADDRESS OF PROPOSED USE:	3965 ARKWRIGHT RD	
PROPERTY OWNER'S NAME:	FUTURE INVESTMENT 15 LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing business and continue its operation as it is currently. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage changes or additions authorized by this permit; signage shall require a separate zoning permit. Subject to requirements of the Macon-Bibb County Business License office, and all applicable local, state, and federal regulations related to the sale of **malt beverages, wine, and distilled spirits**. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 05/20/2026

APPROVED BY: *JaRanda (Randa) Daveton*

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: **FIESTA BEVERAGE
OUTLET INC** Control Number: **24065133**

Business Type: **Domestic Profit
Corporation** Business Status: **Active/Compliance**

NAICS Code: **Retail Trade** NAICS Sub Code: **Beer, Wine, and Liquor
Stores**

Principal Office Address: **3965 ARKWRIGHT
ROAD, MACON, GA,
31210, USA** Date of Formation /
Registration Date: **3/28/2024**

State of Formation: **Georgia** Last Annual Registration
Year: **2026**

REGISTERED AGENT INFORMATION

Registered Agent Name: **FEMEENA PATEL**

Physical Address: **707 APPROACH DR, PEACHTREE CITY, GA, 30269, USA**

County: **Fayette**

OFFICER INFORMATION

Name	Title	Business Address
FEMEENA Patel	CEO	707 Approach dr, Peachtree City, GA, 30269, USA
FEMEENA Patel	CFO	707 Approach dr, Peachtree City, GA, 30269, USA
Kalpesh Patel	Secretary	707 Approach dr, Peachtree City, GA, 30269, 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?](#)

<https://ecorp.sos.ga.gov/BusinessSearch/BusinessInformation?businessId=4202596&businessType=Domestic Profit Corporation&fromSearch=True>

1/1

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: MACON BEVERAGE Outlet Name of Corporation: FIESTA BEVERAGE Outlet INC

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

Individual:

Name and Title: FEMENA PATEL, Officer Telephone Number: 770 362 3272

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

Residential Street Address: 707 APPROACH DR, PEACHTREE CITY GA 30269

Mailing Address: 707 APPROACH DR, PEACHTREE CITY GA 30269
P.O. Box Not Allowed (City State Zip)
 (City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☒ General Partnership
- ☐ General Partner holding 100 % 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 _____
- ☐ Shareholder holding 100 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
- ☐ Corporate Officer: Yes _____ No _____
- ☐ Other
- ☐ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: FEMEENA Last Name: PATEL
Home Address: 707 APPROACH DR City: PEACHTREE CITY State: GA Zip: 30269
Home Phone #: 770 362-3272 Email: KP30215@GMAIL.COM
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 707 APPROACH DR City: PEACHTREE CITY State: GA Zip: 30269

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

CERTIFICATION

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

Applicant's Signature

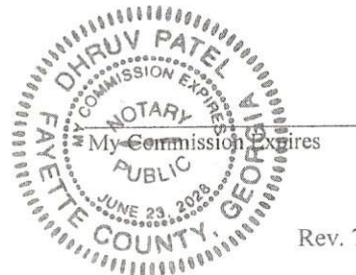
Date

5/14/25

I hereby certify that FEMEENA 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 14th day of MAY, 20 25.

Notary Public



Rev. 7/202121





Femeena Patel



AH001360

ALCOHOL HANDLER

EXP: 12/31/2025

INTRODUCTION

THIS LEASE IS MADE this 21st day of July, 2024 and between the following parties:

LESSOR: FUTURE INVESTMENT 15 LLC
 LESSEE: FIESTA BEVERAGE OUTLET INC.

ARTICLE I DESCRIPTION OF PROPERTY LEASED

1.01 Street Address and Legal Description. The Lessor does hereby demise, lease and let unto the Lessee the land, building and appurtenances thereunto belonging, located in Macon-Bibb County, Georgia, being known as 3965 Arkwright Road, Macon, GA 31210 (hereinafter sometimes referred to as the "Land").

ARTICLE II TERM

2.01 Commencement. The term of this Lease shall commence on July 21, 2024 (the "Commencement Date").

2.02 Expiration. The term of this Lease shall be for 25 years and three months from the Commencement Date.

ARTICLE III RENTALS

3.01 Basic Rent. Lessee shall pay to the Lessor Basic Rent in the initial monthly amount of the sum equal to the monthly payments owed pursuant to any promissory note from Lessor to any lender that is secured by a lien on the Land approved by Metro City Bank. Lessor shall notify Lessee of the initial monthly payment and shall inform Lessee 10 days in advance any time the monthly payment changes due to a change in the monthly payments on the notes. If the Commencement Date is on a day other than the first day of a calendar month, the rent for the balance of the month in which the Commencement Date occurs shall be payable by the Lessee on the Commencement Date at a daily rate based upon the monthly rent.

3.02 Additional Rent. Lessee shall also pay as Additional Rent, all impositions, costs, expenses, liabilities, obligations and other payments which Lessee assumes or agrees to pay in any of the terms of this Lease. If Lessor, at its option, pays or performs any obligations of Lessee, such money expended by Lessor shall be deemed additional rental due from Lessee to Lessor, and shall be a demand obligation due to Lessor with interest at the rate of ten (10%) percent per annum or the prime rate of interest as quoted in the Wall Street Journal on the last day of each month (the "Prime Rate") whichever is greater. Interest shall accrue from the date when the additional rentals become due until fully paid.

3.03 Late Payment Penalty. Any installment of Basic Rent which is not paid on the date due shall bear interest at the rate of ten (10%) percent per annum or the Prime Rate, whichever is greater. Interest shall accrue from the date when the rental installment is due until fully paid, without demand or notice to Lessee.

3.04 Method of Payment. All installments of rent shall be paid to Lessor or pursuant to its written order. In the absence of a contrary direction, all payments shall be made to the order of Lessor at its address stated in the Introduction of this Agreement.

3.05 Net Net Rental. The Basic Rent shall be absolutely net net to Lessor. The Lessee shall perform all maintenance and repairs of the entire leased premises, shall pay all of the general real estate taxes, assessments and other special assessments, and any interest or penalties thereon, and shall pay all license fees, permit fees, impositions, costs, utilities expenses, and all other liabilities and obligations arising out of the demised premises, as provided herein. Lessor shall receive the Basic Rent monthly, free of any deduction, charges or expenses. Such rent shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction or defense.

3.06 No Abatement. Lessee shall not be entitled to quit, terminate or surrender this Lease, and shall not be relieved from its obligations to pay rent or from any of its other obligations under this Lease by reason of:

- (a) Any prohibition of the use of the Property for any purpose by law, ordinance, governmental regulation, governmental action, or injunction;
- (b) Eviction by title paramount; or
- (c) Damage to or destruction of any portion or all of the building (except as provided in Article\VI).

ARTICLE IV TAXES AND ASSESSMENTS

4.01 Time of Payment. Lessee shall pay all taxes, assessments, special assessments and other impositions as they become due in a timely manner before any fine, penalty, interest or other cost is added for non-payment or late payment.

4.02 Description of Impositions. The impositions which are Lessee's obligation to be paid as provided in Section 4.01 include, but are not limited by reason of this enumeration, the following items:

- (a) All real estate taxes;
- (b) All assessments and special assessments levied, confirmed or imposed upon the Land which may become a lien upon the Land or the building during the term of this Lease;
- (c) Any tax pertaining to the occupancy, use or possession of the Land, the building or any part thereof;
- (d) Rent taxes;
- (e) Gross receipt taxes;
- (f) Water, sewer and other utility rates and charges;
- (g) License fees, permit fees, other authorization fees, or driveway permit fees.

However, Lessee shall not be responsible for any municipal, state, or federal taxes assessed against Lessor, or for any municipal, state or federal capital levy, estate, succession, inheritance, transfer or franchise taxes of Lessor, or for any income, profits or revenue tax, assessment or charge imposed upon the rent received as such by Lessor under this Lease, unless such taxes are specifically levied against the income of Lessor which is derived from the rent due under this Lease, expressly or by implication, which constitutes a specific substitute for real estate taxes in whole or in part upon the Land. If the amount or rate of any such income or excess profits tax so levied against the income of Lessor as a specific substitute for the taxes on the Land shall be increased by reason of any other income received or property owned by the Lessor, then the Lessee shall not be obligated to pay such increased amount, but is only obligated to pay that portion of the tax as Lessor would be obligated to pay if it derived no income from any source other than the Land.

4.03 Pro-Rations. Any imposition relating to a fiscal period of any taxing authority which is included within the term of this Lease shall be adjusted between Lessor and Lessee as of the termination of this Lease. Lessor shall pay that proportion of such imposition which is attributable to the period of time after the termination of this Lease and the Lessee shall pay the remainder thereof.

4.04 Proof of Payment. Lessee shall furnish Lessor with photostatic copies of receipted bills for all impositions which are the obligation of Lessee. Such proof shall be furnished within ten days after the date that any fine, penalty, interest or cost may be added to such imposition for non-payment.

4.05 Contests. Lessee may, if it shall so desire, contest the validity or amount of any imposition by appropriate legal proceeding so long as such proceeding operates to prevent the collection of the imposition so contested, or the sale of the Land or any part thereof, to satisfy the same and Lessee shall have deposited with a bank or trust company acceptable to Lessor an amount sufficient to pay such contested imposition together with interest and penalties reasonably estimated by Lessor to be due from time to time.

4.06 Refunds. Lessee shall have the right, at its sole expense, to institute and prosecute suit to recover any tax or imposition paid by Lessee under protest in Lessor's name. In such event, Lessee agrees to indemnify and hold Lessor harmless from and against all costs, charges and liabilities in connection with such suit.

ARTICLE V USE, MAINTENANCE AND ALTERATIONS

5.01 No Warranties. Lessee has leased the Land after a full and complete examination thereof including its present uses and non-uses. Lessee accepts the same without any representation or warranty, expressed or implied, in fact or in law, by Lessor as to the nature, condition or usability to which it may be put. Provided, this Paragraph shall not limit Lessor's obligations under Article XV.

5.02 Uses. Lessee shall have a right to use the Land for any legal purpose. Lessee shall not use or suffer or permit anyone claiming under Lessee to use the Land for any unlawful purpose, or suffer or permit any condition to occur or exist which will injure the reputation of the Land.

5.03 Maintenance. Lessee shall take good care of the Land and the improvements, both interior and exterior, and maintain in good order (including, but without limitation because of this enumeration) all water pipes, gas pipes, sewer pipes, and drain and plumbing equipment, fixtures, structures, off-site improvements, asphalt and other surfacing, driveways and approaches, and all electric wiring, lighting and electrical fixtures and equipment, heating units and equipment, and at its expense make or cause to be made all necessary repairs thereto.

The Land and building will be kept in a clean and wholesome condition and Lessee will fully comply with all health, police, zoning and building regulations. Lessee will keep all sidewalks and areas adjacent thereto and all areas of the building safe, secure and in compliance with the requirements of any governmental authority. Lessee will make all additions, improvements, alterations and repairs on the Land and building, including the appurtenances and equipment, required by any lawful authorities which may be made necessary by the act or neglect of any person, corporation, or entity. Lessee will strengthen the foundations of any building at any time situated on the ground on the Land.

Lessee will keep Lessor harmless and indemnified at all times against any loss, damage, cost or expense by reason of the failure to do any of the foregoing or by reason of any accident, loss or damage resulting to persons or property from any use which may be made of the Land or building or by reason of or growing out of any act or thing done or omitted to be done or any occurrence upon the Land including reasonable attorney's fees and costs of defense incurred by Lessor. Lessee will further indemnify Lessor from any damage which may be sustained by adjoining property or adjoining owners or other persons or property in connection with any remodeling, altering or repairing of any building or buildings on the Land or the erection of any new building or buildings thereon.

5.04 Fixtures. All of the buildings, improvements and off-site improvements installed or placed on the premises by the Lessee at any time after the execution or during the term of this Lease, including all alterations and repairs, are to become part of the realty and remain on the leased premises at the expiration of this Lease, or any extension or renewal thereof. Any of Lessee's trade fixtures and equipment and other personal property installed on said premises by the Lessee must be removed by Lessee within fifteen (15) days after termination of this Lease or any extension or renewal thereof. If the Lessee fails to so remove such trade fixtures, equipment and other personal property, the same shall become and remain the property of the Lessor.

5.05 No Waste. Lessee will not do, permit, or suffer any waste of the land or building. Lessee will not permit said premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building, or increase the fire hazard of said building, or disturb the tenants of such building, or neighborhood. Lessee will not permit the premises to be used for any purpose or in any manner which would cause structural injury to the improvements, or cause the value or usefulness of the leased premises, or any part thereof to diminish. Lessee will not allow any signs, cards or placards to be posted, or placed thereon, or permit any alteration thereof, or addition to any part of said premises, except by written consent of Lessor. All alterations and additions to said premises shall remain for the benefit of Lessor unless otherwise provided in the consent. All elevators, hydraulic lifts or other equipment in or about said premises shall be operated solely at Lessee's risk.

5.06 Alterations. Lessee shall have the right to make, at its sole cost and expense unless otherwise agreed in writing with Lessor, additions, alterations and changes (hereafter referred to as "Alterations") in or to the Land and building provided that no Alterations involving an expenditure in excess of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) shall be made without the prior written consent of Lessor. In no event shall such Alterations change the general character of the Land and building as of the date of this Lease or reduce the rental value of the Land. Any alterations by Lessee shall be made in a good and workmanlike manner and in compliance with all applicable permits and authorizations under building, zoning and other laws. The Land shall be kept at all times free and clear of liens for labor and material supplied to the Land or building for Alterations. Lessee shall not make any structural changes or Alterations exceeding a reasonably estimated cost of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) unless before any such work commences:

- (a) Plans and specifications prepared by a reputable architect, licensed by the State in which the Land is located, shall have been submitted to and approved by Lessor, which approval will not be unreasonably withheld;
- (b) Lessee shall have furnished to Lessor an estimate of the cost of the proposed work, certified by the architect by whom such plans and specifications have been prepared; and
- (c) Lessee shall, upon request of Lessor, have furnished to Lessor a bond on which either Lessee shall be principal or a surety company authorized to do business in the State in which the Land is located and satisfactory to Lessor shall be surety. This bond shall be in a form satisfactory to Lessor conditioned upon the completion and payment in full for such work within a reasonable time, subject to delays occasioned by strikes, lockouts, Acts of God, governmental restrictions, or similar causes beyond the control of Lessee. In lieu of such bond, and at Lessor's sole discretion, Lessee may furnish other security such as an unconditional Letter of Credit to Lessor to insure payment for and completion of all work free and clear of liens.

5.07 Lessor's Right of Examination. Lessor may enter upon the Land or building or any part thereof for the purpose of ascertaining the condition of the premises and whether Lessee is observing and performing the obligations assumed by it under this Lease. Where Lessee shall fail, after written notice, to make repairs or perform work required of Lessee hereunder, Lessor shall also have the right to enter upon the Land and building for the purpose of doing such work. In such event, Lessee shall pay, upon demand, the cost to the beneficiaries of Lessor of such repairs as additional rent. Nothing contained herein shall impose or imply any duty on the part of Lessor to make any such repairs or perform any such work.

ARTICLE VI DAMAGE OR DESTRUCTION TO BUILDING

6.01 Damage or Destruction. In case of damage to or destruction of the building by fire or other casualty, Lessee will promptly at its own expense, repair, restore, or rebuild the same so that upon completion of such repairs, restoration, or rebuilding, the market value and rental value of the building shall be substantially equal to the market value and rental value thereof immediately prior to the happening of such fire or other casualty.

6.02 Suspension of Rent. In no event shall Lessee be entitled to any abatement, allowance or reduction of rent because part or all of the Property shall be untenable owing to the partial or total destruction thereof.

ARTICLE VII INSURANCE

7.01 At Lessee's Expense. Lessee shall at its sole cost and expense during the term of this Lease maintain the following insurance:

- (a) Insurance on the building against loss or damage by fire, explosion, windstorm, vandalism and against loss or damage by other risks embraced by the so-called "Broad Extended Coverage Endorsement" in amounts at all times sufficient to prevent Lessor or Lessee from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount not less than 100% of the then full insurable value of the building. The term "full insurable value" shall mean actual replacement value (exclusive of costs of excavation, foundations and footings);

- (b) General public liability insurance protecting and indemnifying Lessee and Lessor against any and all claims for damages to persons by way of injury or death of any persons in an amount not less than \$500,000.00 in any one accident; for injury to or death of more than one person in any one accident in an amount not less than \$1,000,000.00; and for damage to property in an amount of not less than \$500,000.00 made by, or on behalf of, any person or persons, corporation or entity arising from, related to or connected with the leased premises. Such insurance policies shall afford protection to the limits approved by Lessor.
- (c) Other insurance of any nature, sort or description as may be now or hereafter considered prudent by Lessor, including but not limited to so-called "Plate Glass" insurance, Workmen's Compensation, damage by boiler or internal explosion or boiler breakdown and so-called "Rent Insurance" for all sums due Lessor hereunder in the event of a loss or casualty which might interrupt the business of the Lessee and cause Lessee to cease use of the Land in whole or in part for any portion of the term of this Lease, all of which insurance is in the reasonable opinion of the Lessor necessary or required in connection with the operation or ownership of real estate similar to that leased hereunder and in the area where the property is located.
- (d) When and if such insurance is available from an Agency of the United States of America, loss by flood and/or war damage in the same amounts as provided for in Subsection (a) above.

7.02 Loss Payable Clauses. All policies of insurance required herein shall name Lessee and Lessor as their interest may appear and shall contain standard mortgage endorsements in favor of any mortgagee of the Land, building or leasehold estate.

7.03 Insurance Companies. All insurance required under this section shall be procured from responsible insurance companies reasonably satisfactory to Lessor and authorized to do business in the state in which the Land is located.

7.04 Certificates of Insurance. The policies or certificates evidencing insurance required by this section, shall be delivered to Lessor upon execution of this Lease and any renewals thereof. Such policies shall be delivered to Lessor at least fifteen (15) days prior to the expiration dates of the respective policies. If the Lessor is a Trust, all insurance policies shall name the Trust and all beneficiaries of said Trust as insured parties.

7.05 Appraisals. Not less frequently than once in each three years after commencement of the term hereof, Lessee shall furnish at its own expense to Lessor insurance appraisals such as are regularly and ordinarily made by or for insurance companies to determine the insurable value of the building above foundations.

7.06 Distribution of Proceeds.

- (a) In the event of loss under any policy required hereunder, (except rental insurance), where the loss payable is in excess of \$10,000.00, the insurance proceeds shall be deposited with Lessor or Lessor's designated agent and shall be paid out upon architect's certificates for the expense of repairing or rebuilding the buildings or improvements which have been destroyed. However, before Lessor has any obligation to pay out such monies it shall appear to the satisfaction of Lessor that the amount of insurance money on hand shall at all times be sufficient to pay for the completion of said repairs or rebuilding and that upon the

completion of said repairs or rebuilding, the buildings or improvements shall be free from all liens of mechanics and materialmen or others. Any surplus of insurance monies shall be paid and belong to Lessor.

- (b) In the case of any damage or destruction for which the insurance adjustment of loss is \$10,000.00 or less, the proceeds of insurance shall be paid directly to Lessee, if Lessee is not in default hereunder, and used by Lessee for restoration and rebuilding.
- (c) If this Lease is terminated for any default by Lessee under any terms and provisions of this Lease, all claims against insurers shall be and become the property of Lessor, except those claims for property which would revert to Lessee upon such termination.

7.07 No Concurrent Insurance. Lessee will not carry separate insurance concurrent in form or contributing in the event of loss with that required by this Section 7 unless Lessor is included therein as an insured within a loss payable clause as provided above.

7.08 Contractual Indemnity Insurance. The general public liability insurance required to be maintained pursuant to this Section 7, shall insure Lessee's obligation to indemnify Lessor as set forth in Article XIV.

ARTICLE VIII CONDEMNATION

8.01 Definitions.

- (a) Taking. The term "taking" as used herein shall mean a taking of the Land and/or building by way of condemnation or the exercise of eminent domain by any person or corporation, municipal, public, private or otherwise.
- (b) Whole Taking. The term "whole taking" shall mean a taking wherein the whole of the Land and/or building or any portion thereof is sufficient to render the remaining portion thereof unsuitable for uses set forth in Article V, Section 5.02.
- (c) Use Condemnation. The term "use condemnation" shall mean the use or occupancy of the Land and/or building or any part thereof temporarily requisitioned by any governmental authority, civil or military.
- (d) Non-Injurious Taking. The term "non-injurious taking" is defined as one which is a less than a whole taking and does not cause substantial injury to the building, such as: a taking of any space or other ground area not occupied by a substantial part of the building, or a taking of any vault or other space not included within the land, or a taking which results merely in the removal of projecting portions of the building upon any street, or of a portion of the outer facing of the walls of the building not requiring a demolition or reconstruction of a main building wall, or a taking of an underground right-of-way or subway, conduit or other purpose not necessitating the demolition or substantial alteration of any portions of the building and not substantially diminishing the rentable area below the street level or any area below such level used for building service equipment.

8.02 Whole Taking. In the event of a whole taking of the Land and/or building, this Lease shall terminate as of the date of the possession of such taking authority. Lessor shall be entitled to receive the entire Award as compensation for damage or payment in lieu of damages made in the proceeding (the

"Award"), except that portion specifically allocable to Lessee for its property and loss of business. Lessee's obligations under this Lease shall continue until the date of possession by the taking authority.

8.03 Partial Taking. If the taking be less than whole, or if it be a use condemnation, then Lessee shall promptly repair any damage caused by any such taking or requisition at its sole cost and expense (not to exceed the amount of Award hereunder) and upon the terms and conditions set forth in Section 7.06 Lessee shall be reimbursed for such costs and expenses actually made. There shall be paid to Lessee from time to time by Lessor from the Award received for such partial condemnation or use condemnation less expenses, including reasonable Attorney's fees incurred in collection of the Award, such amount as shall be necessary to reimburse Lessee for the entire costs of any repairs required to be made to the building and/or Land connected with such taking. Such amounts shall be paid over when received by Lessor against the receipt of a Certificate signed by an officer of Lessee, which Certificate shall specify in reasonable detail the items of such costs to be reimbursed, shall certify that Lessor is not in default under this Lease, that all conditions of this Lease relating to such reimbursement have been fulfilled and that the balance of the net Award held by Lessor, together with any additional funds required to be paid by Lessee are sufficient to cover the remaining costs of completion. If an officer of Lessee shall certify that such repairs have been completed and that Lessor is not in default as to this Lease and shall otherwise comply with these requirements, then Lessor shall pay over to Lessee the balance of such net Award. If the costs of such repairs shall exceed such net Award, the deficiency shall be paid by Lessee.

Lessee shall promptly and diligently proceed to make a complete architectural unit of the remainder of the improvements, first complying with the procedure set forth herein. If Lessee does not make a complete architectural unit of the remainder of the improvements within a reasonable period after such taking, not to exceed one hundred eighty (180) days, then, in addition to whatever other remedies Lessor may have either under this Lease, at law or in equity, Lessor may retain the entire Award as liquidated damages resulting from the failure of Lessee to comply with the provisions of this section. There shall be no abatement or reduction in any rental because of such taking.

No part of any Award shall inure to the benefit of the Lessee. Lessee shall not have any share or apportionment of any Award. No rights to prosecute any condemnation proceeding shall inure to Lessee and any amounts designated to be paid to or on account of Lessee are hereby assigned to Lessor.

8.04 Non-Injurious Taking. In the event of a non-injurious taking, Lessor shall retain the entire Award therefor without paying over to Lessee any portion thereof, and Lessee shall at its sole expense pay the entire cost and expense of any repairs incident thereto provided that:

- (a) Lessee shall be reimbursed for the entire cost of such repairs to the extent of the net Award in the manner provided in Section 8.03.
- (b) Commencing on the first day of the month following Lessor's receipt of the Award, the monthly basic rent shall be reduced by an amount equal to ten (10%) percent of the total Award received by Lessor (after payments, if any, to the Mortgagee under any existing mortgage or any replacement mortgage) less Lessor's expenses including reasonable Attorney's fees, incurred in the collection thereof and payments made to Lessee pursuant to paragraph A of this Subsection.

8.05 Disbursement of Proceeds. Lessee hereby irrevocably assigns to Lessor any Award or other payment to which Lessee may be entitled hereunder by reason of any such taking of, or the temporary requisition of, or the use or occupancy of the Land, whether the same shall be paid or payable in respect to the leasehold interest or otherwise. Lessor shall hold and disburse such Award in accordance with the provisions of this Article VIII.

8.06 Notice. Lessee agrees that it will give prompt notice to Lessor after learning of the commencement of prosecution of any proceedings, the effect of which would be to take by condemnation or otherwise, or to temporarily requisition the use or occupancy of the property or any part thereof. Lessee shall accord Lessor the opportunity to participate fully in any such proceedings at Lessor's sole cost and expense.

ARTICLE IX NO LIENS

It is expressly covenanted and agreed by and between the parties hereto that nothing contained in this Lease shall authorize Lessee to do any act which shall in any way encumber the title or interest of Lessor in and to the property, or cause the interest or estate of Lessor in the property to be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to or lien upon the property arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and Lessee's interest in the building and shall in all respects be subject and subordinate to the paramount title and right of Lessor in and to the property. Lessee will not permit the property to become subject to any mechanic's, laborer's, or materialmen's lien on account of labor or material furnished to Lessee or any sublessee in connection with work of any character performed or claimed to have been performed on the property by or at the direction or sufferance of Lessee. Provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Lessee shall give to Lessor such reasonable security as may be demanded by Lessor to insure payment and to prevent any sale, foreclosure or forfeiture of the property by reason of non-payment thereof. On final determination of the lien or claim for lien, Lessee will immediately pay any judgment rendered with all proper costs and charges and will at its own expense have the lien released and any judgment satisfied. In case Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessor to insure payment thereof, or having commenced to contest the same, and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Lessor may, at its election (but shall not be required so to do) remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by Lessor for such purposes shall be so much additional rental due from Lessee to Lessor at the next rent day after any such payment, with interest at the rate of eight (8%) percent per annum or the Prime Rate, whichever is greater, from the date of payment thereof by Lessor until the repayment thereof by Lessee to Lessor.

ARTICLE X DEFAULT

10.01 Acts of Default. Each of the following shall be deemed a default by the Lessee and a breach of this Lease:

- (a) Any failure to make payment of rent or any item of additional rent or impositions, or any part thereof, which continues for five days; or
- (b) The vacancy, abandonment or desertion of the leased premises, or any part thereof which continues for five days, during the term hereof or any renewal term; or
- (c) Any failure in the performance of any of the terms, covenants, and conditions contained in this Lease on the part of Lessee to be kept or performed; or

- (d) The assignment by Lessee of this Lease or the sublease by Lessee of the premises (except as hereinabove provided for) or the mortgage of this Lease; or
- (e) The failure of Lessee to comply with any of the statutes, ordinances, rules, orders, regulations and/or requirements of the federal, state and/or city governments, or of any and all of their departments and bureaus applicable to the leased premises or as hereafter established, as herein provided; or
- (f) The filing, at any time prior to or on the date fixed for commencement of the term of this Lease, or at any time during the demised term, by or against Lessee or any guarantor, in any court of competent jurisdiction, of a petition in bankruptcy, insolvency proceeding, proceedings for reorganization, for the appointment of a receiver or trustee of all or any portion of Lessee's property or the entry of any judgment in excess of \$5,000.00 being entered against Lessee if within thirty (30) days thereof Lessee fails to secure a discharge thereof; or
- (g) The execution by Lessee or any guarantor of an assignment for the benefit of creditors, the consent to the appointment of a receiver or the taking advantage of any insolvency act; or
- (h) If Lessee is a corporation or partnership and if the ownership of any of the stock or interest thereof changes at any time during the term or any extension hereof, then Lessor, at its option, may, by giving sixty (60) days prior written notice to Lessee, declare such change in breach of this Lease subject to the remedies provided for herein.

10.02 Event of Default. Lessor may, if Lessor so elects, at any time upon the occurrence of a default as described in Section 10.01 or thereafter, terminate this Lease as of the date and term hereof on giving Lessee: (1) ten (10) days written notice of Lessor's intention to do so if the default is the failure of Lessee to pay rent or any item of additional rent as set forth in Article III; or (ii) thirty (30) days' notice in writing with respect to any other event of default set forth above, if any default specified in this Section shall continue for a period of thirty (30) days unless Lessee in good faith commenced the curing of such default within such thirty (30) day period and cannot with reasonable diligence cure such default within said period of thirty (30) days, in which event Lessee shall have a reasonable time to do so. Upon the occurrence of the above events, this Lease and the term hereof shall terminate, expire and come to an end on the date fixed.

Notwithstanding said termination, Lessee shall pay, at the same time as the rent becomes payable under the terms hereof, a sum equivalent to the rent and additional rent reserved herein. Lessor may relet the premises or any part or parts thereof in the name of Lessor or otherwise, for a term or terms which may, at Lessor's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease without releasing Lessee from any liability, and may apply such release proceeds as follows: first, to the cost of restoring the leased premises to a rentable condition; second, to brokerage fees and the cost to Lessor of reletting the premises, including attorneys' fees; and third, to the payments of rent, items of additional rent and all other charges due to Lessor. Lessee shall remain liable to the Lessor for any deficiency of said payments. The failure or refusal of Lessor to relet the premises or any part thereof shall not release or affect Lessor's liability.

Any sums due to Lessor shall be paid in monthly installments by Lessee on the rent day specified in this Lease. Any suit brought to collect the amount due for any month shall not prejudice in any way the rights of Lessor to collect any sums due for any subsequent month. Lessor, at its option, may make alterations, repairs, or replacements in the leased premises as Lessor considers advisable for the purpose of

reletting the leased premises or any part thereof. Making such alterations, repairs, or replacements shall not operate as or be construed to release Lessee from liability hereunder.

Lessee hereby waives any and all rights of redemption granted by or under any present or future laws.

In the event of the termination of this Lease pursuant to (i) or (ii) above, Lessor shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Lessee, as liquidated damages, an amount equal to the rent reserved in this Lease for the unexpired portion of the term leased less the then fair and reasonable rental value of the leased premises for the same period. This provision shall not limit or prejudice the rights of Lessor to prove and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such damages are proved, whether or not such amount be greater to, equal to, or less than the amount of the difference referred to above. If Lessor shall make any expenditure or incur any obligation for the payment of money by reason of Lessee's default, including reasonable legal fees, such sums or obligations with interest at the greater of eight (8%) percent per annum or the Prime Rate shall be deemed additional rent hereunder and shall be due and payable within five (5) days of rendition of any bill or statement to Lessee therefore. The time required for giving any notice shall commence at the time such notice is personally delivered or deposited, postage prepaid, in any Postal Service mailbox.

10.03 Delivery of Possession. Upon the termination of this Lease by lapse of time or otherwise, Lessee shall peaceably quit and surrender the Property to Lessor. Lessor may without further notice enter upon, re-enter, possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Lessee from the property. Lessor may have, hold and enjoy the property and the right to receive all rent and other income of and from the property without being liable to prosecution therefor. Lessee hereby expressly waives the service of any notice in writing of intention to re-enter or to institute legal proceedings to that end.

10.04 Remedies Not Mutually Exclusive. No remedy herein given to Lessor shall be considered exclusive of any other remedy but shall be cumulative and in addition to every other remedy given hereunder, now or thereafter existing, at law or in equity, and may be exercised by Lessor contemporaneously or otherwise with every other remedy.

10.05 No Waiver. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or acquiescence of consent to any further or succeeding breach of the same covenant.

ARTICLE XI ESTOPPEL CERTIFICATE

Lessor and Lessee agree at any time, and from time to time, upon not less than ten (10) days prior written request by either to execute, acknowledge and deliver to the other a statement in writing which provides as follows:

1. This Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications);
2. Sets forth the dates to which the rental and other charges have been paid; and

3. Whether or not to the knowledge of the party executing the certificate there are then any defaults under this Lease, either by Lessor or by Lessee, or both (and if so, specifying the same).

It is intended that any statements described in this Article, delivered pursuant to this Article, may be relied upon by any prospective purchaser of the fee or leasehold.

ARTICLE XII SUBORDINATION

Lessee covenants and agrees that Lessee's rights in and to the leasehold estate created herein are and shall always be subordinate to the lien of any deed to secure debt or deeds to secure debts, mortgage or mortgages now or hereafter placed upon the demised premises or any underlying leasehold estate and to all advances made or hereafter to be made upon the security thereof. Lessee shall execute such further instruments subordinating this Lease to the lien or liens of any such deeds to secure debt, mortgage or mortgages as shall be required by Lessor.

ARTICLE XIII INSPECTIONS

Lessee agrees to permit Lessor and its authorized Representatives to enter the property at all times during reasonable business hours for the purpose of inspecting the same.

ARTICLE XIV INDEMNIFICATION

14.01 Claims Against Lessor. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then the Lessee shall and will pay all costs and expenses, including reasonable Attorney's fees, and hold the Lessor harmless from the same which are incurred by or imposed on Lessor in connection with such litigation. Lessee shall pay all costs and expenses, including reasonable Attorney's fees, and will hold Lessor harmless from the same which may be incurred by Lessor in enforcing any of the covenants and agreements of this Lease.

14.02 Hold Harmless. Lessee hereby indemnifies and agrees to hold Lessor harmless against all liabilities, expenses and losses, including reasonable Attorney's fees, incurred by Lessor as a result of:

- (a) Failure by Lessee to perform any covenant required to be performed by Lessee hereunder; or
- (b) Any accident, injury or damage which shall happen in or about the leased premises or resulting from the condition, maintenance or operation of the leased premises; or
- (c) Failure to comply with any requirements of any governmental authority; or
- (d) Any mechanic's lien or other lien filed against the leased premises.

ARTICLE XV
COVENANT OF QUIET ENJOYMENT

Lessor covenants and agrees to and with Lessee that at all times when Lessee is not in default under the terms of this Lease, Lessee's quiet and peaceful enjoyment of the Land and building shall not be disturbed or interfered with by Lessor or any person claiming by or through title paramount to Lessor.

ARTICLE XVI
REVERSIONARY INTEREST OF LESSOR

It is expressly understood and agreed that in the event of the termination of leasehold estate by lapse of time or otherwise, without any act by either party, Lessor shall be and become the absolute owner of and vested with full title to the ownership of the building without any payments therefor, free and clear of all rights or claims of Lessee and all persons hereafter claiming by, through, or under Lessee. The Land and building shall be surrendered to Lessor upon the date fixed for such termination or expiration. Lessee will on demand execute any further documents required by Lessor to confirm vested title in Lessor at the termination of this Lease.

Should Lessee, at the termination of this Lease by lapse of time or otherwise, fail to yield up immediate possession to Lessor, Lessee will pay as liquidated damages for the whole time such possession is withheld, the sum of THREE HUNDRED and 00/100 DOLLARS (\$300.00) per day, but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry, as herein set forth, nor shall the receipt of said liquidated damages, or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

ARTICLE XVII
ASSIGNMENTS

17.01 Lessor's Consent. Without Lessor's prior written consent, Lessee shall not allow or permit any transfer of this Lease or any interest hereunder or of Lessee's interest in the building by operation of law or otherwise, or assign, convey, mortgage, pledge or encumber this Lease or any interest hereunder or Lessee's interest in the building or lease or sublet all or substantially all of the ground, the building or the property. Lessor's consent shall not be unreasonably withheld. No assignment or subletting (with or without Lessor's consent) shall release Lessee from any of its obligations hereunder.

17.02 Attornment. Any assignment of this Lease by Lessee shall be evidenced by an instrument in writing duly executed and acknowledged by the assignor and the assignee and duly recorded in the appropriate state or local offices in the state in which the Land is located. In such assignment, assignee shall expressly accept and assume all of the terms and covenants of this Lease and shall further acknowledge that all interests in the Land and building acquired by virtue of such assignment are expressly subject to the paramount rights of Lessor.

17.03 Non-Separability. Lessee's estate in and to the building shall be non-separable and shall not be assigned, transferred, or otherwise conveyed or encumbered in whole or in part or purported to be assigned, transferred or otherwise conveyed or encumbered in whole or in part, separate and apart from this Lease. In no event shall there be any assignment, transfer or conveyance of the estate, title, or interest of Lessee in the building, in whole or in part, by operation of law or by judicial order, decree or judgment which is separate and apart from this Lease. Any attempts to assign, transfer, or convey or encumber any such interests, shall be void and ineffective unless there shall be a complete assignment, transfer, mortgage

or encumbrance, as the case may be, of Lessee's interest in this Lease and all of Lessee's estate, right, title and interest in and to the building and the Land to the same party.

ARTICLE XVIII
NOTICES AND DEMANDS

Any notice from one party to the other hereunder shall be in writing, and shall have been deemed to have been duly given, if delivered personally, or mailed, enclosed in a certified postpaid envelope, addressed to the Lessor or Lessee at their respective addresses stated as follows:

LESSOR:

FUTURE INVESTMENT 15 LLC
3965 Arkwright Road
Macon, GA 31210
Attn: Kalpeshbai Patel, Manager

LESSEE:

FIESTA BEVERAGE OUTLET INC.
3965 Arkwright Road
Macon, GA 31210
Attn: Kalpeshbai Patel, President

Either Lessor or Lessee may, at any time, change such address by written notice. The effective date of such notice shall be five (5) days after the delivery of the same to the United States Post Office for mailing.

ARTICLE XIX
GENERAL PROVISIONS

19.01 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent provided by law.

19.02 Construction. This Lease shall be construed and enforced in accordance with the laws of the State of Georgia.

19.03 Covenants Binding. The covenants, agreements, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

19.04 Captions. The captions contained in this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

19.05 Interest Rates. In the event that the interest payable by the Lessee to Lessor under the provisions of any portion of this Lease are at a rate in excess of that lawfully allowed or which are deemed to be by law usurious, illegal or improper, then the rate payable to the Lessee shall be reduced to the rate which is the maximum permitted or allowed by law as being proper, non-usurious and lawful.

19.06 Payments of Rent to Secured Parties. Upon written notice from Lessor, Lessee shall pay that portion of the sum hereunder, as Lessor instructs in said notice to any third party named by Lessor who owns a security interest in the Land and the balance of the rent shall be payable to Lessor.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease, as of the day and year first written above.

LESSOR

FUTURE INVESTMENT 15 LLC

By: 
Kalpesh Patel, Manager

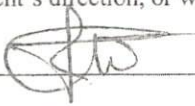
LESSEE:

FIESTA BEVERAGE OUTLET INC.

By: 
Femeena Patel, President

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: 5/14/25

Business Name: FIESTA BEVERAGE OUTLET INC

I hereby certify that FEMEENA 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.

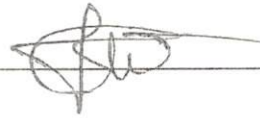
This 14th day of MAY, 2025.

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: 5/14/25
(If different from Agent)

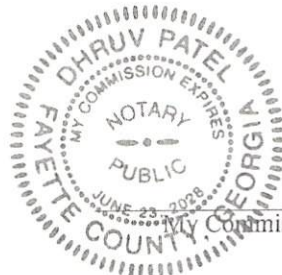
Title: OFFICER

Business Name: FIESTA BEVERAGE OUTLET INC

I hereby certify that FEMEENA 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 14th day of MAY, 2025.


Notary Public



My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: FIESTA BEVERAGE OUTLET INC

Business Address: 3965 ARKWRIGHT 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.

*Business Type ID Form
Page 1
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- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) 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

5/14/25
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: FILSTA BEVERAGE OUTLET INC
 Business Address: 3965 ARKWRIGHT RD, 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.

Sherry Howard #7206
 Code Enforcement Department Designee

6-13-25
 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

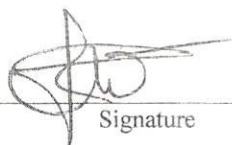
5/14/25
 Date

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

FEMEENA PATEL
Print Name

5/14/25
Date



Alcohol License Questionnaire

Name of Business: FIESTA BEVERAGE OUTLET INC
 Owner's Name: FEMEENA PATEL
 Address: 707 APPROACH DR
PEACHTREE CITY, GA, 30269

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

TPULVE

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

FEMEENA PATEL
 Print Name

5/14/25
 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: FIESTA BEVERAGE OUTLET INC
 Business Address: 3965 ARKWRIGHT RD, MACON GA 31210

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

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


 Applicant Agent Signature

5/14/25
 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 Property Owner: FEMEENA PATEL / OFFICER
2. Name of the subject of this Certificate, if different from the applicant:
FIESTA BEVERAGE OUTLET INC
3. Benefit or privilege for which the applicant is applying (mark one):

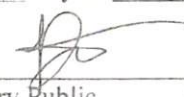
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property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

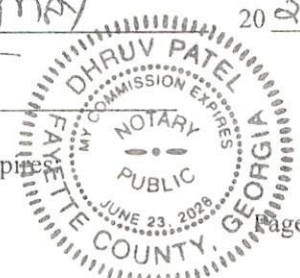
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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

FEMEENA PATEL 
Print and Sign Name

Sworn to and subscribed before me this
10th day of MAY 2025.


Notary Public
My Commission Expires _____



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: Kalpesh Patel
2. Name of the subject of this Certificate, if different from the applicant:
Future Investment 15 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.

Kalpesh Patel


Print and Sign Name

Sworn to and subscribed before me this _____ day of _____

Notary Public

My commission expires: _____





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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Femeena Patel – Fingerprints Not Required

Business Name: Fiesta Beverage Outlet Inc DBA Macon Beverage Outlet

Business Address: 3965 Arkwright Rd Macon, GA 31210

DocuSigned by:

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

Granted

David J. Davis 7/12/2025

 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 8/1/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval. Change of ownership of existing liquor store.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 5, 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.

Rev.08/2023

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

BUSINESS

Federal Tax ID #: 33-1233051 State Tax ID#: _____
Business Name: AL KARGEM 1904 INC Corporate and Trade Name: SUPER GAS CITGO
Local Business Address: 1904 SHURLING DR MACON GA 31211
(P.O. Box Not Allowed) City State Zip
Mailing Address: 1904 SHURLING DR MACON GA 31211
Street Address (City State Zip)
Local Business Phone #: 407-967-0041 Email Address: Serenanb786@gmail.com.
Contact Person: SERENA BARDAL Contact Phone #: (407)-967-0041

AGENT

Agent's Name: SERENA BARDAL Agent's Title: OWNER
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Home Address: 60 Betty Ann Ln City: Covington State: GA Zip: 30016
Home Phone #: 407-967-0041 Email: Serenanb786@gmail.com
Mailing Address: 60 Betty Ann Ln City: Covington State: GA Zip: 30016

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: SERENA BARDAL Title: OWNER
Home Address: 60 BETTY ANN LN City: COVINGTON State: GA Zip: 30016
Home Phone #: 407-967-0041 Email: Serenanb786@gmail.com.
Mailing Address: 60 BETTY ANN LN City: COVINGTON State: GA Zip: 30016

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Serena Bardai		
Address	66 Betty Ann Ln Covington GA 30016.		
Sex	Race	Date of Birth	Social Security Number
Female	Asian		

This authorization is valid for _____ days from date of signature.

I, Serena Bardai give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

S. Bardai 04/01/2025
 Signature Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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: AL KAREEM 1904 INC

Printed Name of Applicant: SERENA BARDAL

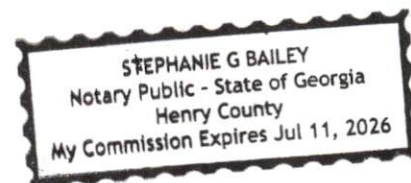
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 3rd DAY OF April, 2025.


 NOTARY PUBLIC

7/11/24
 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: SERENA BARDAI

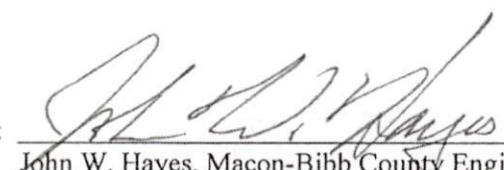
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1904 SHURLING DR.

BUSINESS NAME: AL-KAREEM 1904 INC.

To Be Completed by County Engineer

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

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

Date: 1/29/25

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

Al - Kareem 1904 Inc.
 # 1904 Shurling Drive
 1,900' — SCHOOL GROUND property line
 Dr. Martin Luther King Jr. Elementary School
 2,500' — SCHOOL BUILDING
 Dr. Martin Luther King Jr. Elementary School
 14,050' — COLLEGE CAMPUS property line
 Mercer University
 # 433 Cherry St.
 10,950' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 478' — PUBLIC LIBRARY or BRANCH building
 Shurling Branch
 4,500' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Hunt School Village Senior Apartments
 1,050' — CHURCH (building)
 Shurlington United Methodist Church
 950' — CHURCH GROUNDS
 Shurlington United Methodist Church
 10,000' — M-B COUNTY RECREATION CENTER property
 Delores A. Brooks Recreation Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Gas Station"

OK! JW
 Paul J. Hornowski
 January 29, 2025

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
151977	642910	Print Legal Ad-IPL02213760 - IPL0221376		1	28 L

Attention: Serena Bardai

Serena Bardai
60 Betty Ann Ln
Covington, GA 30016

jessicanbardai@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer, Liquor 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 March 15, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Citgo Gas Station, 1904 Shielding Drive Macon ga. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This March 8, 2025. Serena Bardai,
Applicant
IPL0221376
Mar 8,15 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:
03/08/25, 03/15/25

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.

Mary Castro

Sworn to and subscribed before me this 17th day of
March in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina,
residing in Beaufort County



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA

MY COMMISSION EXPIRES 11-03-32

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



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2983	PERMIT TYPE: Permitted Use	DATE ISSUED: 11/26/2024
PARCEL NO: T0630226	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Serena Bardai Al Kareem 1904 Inc	
PROPOSED USE:	Change of ownership C-store w/ Fuel Sales and Alcohol PTG	
ADDRESS OF PROPOSED USE:	1904 SHURLING DR	
PROPERTY OWNER'S NAME:	Shurling 1904 llc	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2023-1955, 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. 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: 11/26/2025

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. Any 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: **AL KAREEM 1904 INC** Control Number: **24180316**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

NAICS Code: **Retail Trade** NAICS Sub Code: **Gasoline Stations with Convenience Stores**

Principal Office Address: **1904 SHURLING DR,
MACON, GA, 31211,
USA** Date of Formation /
Registration Date: **9/24/2024**

State of Formation: **Georgia** Last Annual Registration
Year: **2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **SHAHIN ISMAIL**

Physical Address: **2074 BRIAN WAY, DECATUR, GA, 30033, USA**

County: **Dekalb**

OFFICER INFORMATION

Name	Title	Business Address
SERENA BARDAI	CEO	60 BETTY ANN LN, COVINGTON, GA, 30014, USA
SERENA BARDAI	CFO	60 BETTY ANN LN, COVINGTON, GA, 30014, USA
SERENA BARDAI	Secretary	60 BETTY ANN LN, COVINGTON, GA, 30014, USA

[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: SUPER GAS CITGO Name of Corporation: AL KAREEM 1904 INC.

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

Individual:

Name and Title: SARINA BARDAL (owner) Telephone Number: 407-967-0041

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 60 BETTY ANN LN COVINGTON GA 30016

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

Mailing Address: 60 BETTY ANN LN COVINGTON GA 30016
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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

Ownership Disclosure Form

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

Business:

Trade Name: SUPER GAS GITGO Name of Corporation: AL KARGEM 1904 INC.

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

Individual:

Name and Title: SERENA BARDAL (owner) Telephone Number: 407-967-0041

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 60 BETTY ANN LN COVINGTON GA 30016

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

Mailing Address: 60 BETTY ANN LN COVINGTON GA 30016
(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 ☐ "INC"
- ☐ 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: SERENA Last Name: BARDAL
Home Address: 60 BETTY ANN LN City: COVINGTON State: GA Zip: 30016
Home Phone #: 407 967-0041 Email: Serenab786@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 60 Betty Ann Ln City: Covington State: GA Zip: 30016

- 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.

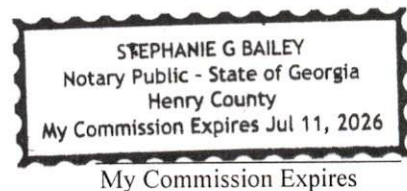
S. Bardal
Applicant's Signature

4/3/25
Date

I hereby certify that SERENA BARDAL 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 3rd day of April, 20 25.

Stephanie M. Bailey
Notary Public





Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

SERENA BARDAI

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-11-26

Serial No.

cert_v4pkxbr2





Serena Bardai



AH001562
ALCOHOL HANDLER
EXP: 12/31/2025

COMMERCIAL LEASE CONTRACT

THIS COMMERCIAL LEASE CONTRACT (the "Lease"), made this 01st day of November of 2024, between Shurling 1904, LLC first party (hereinafter called "Landlord") and AL Kareem 1904, INC, DbA : Super Gas Citgo second party (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, this Lease amends, replaces and supersedes all previous agreements for possession of the Premises, as hereinafter defined;

WHEREAS, this Lease shall be the sole agreement between the Landlord and Tenant as to the possession of the Premises;

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

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

1904 SHURLING DR,
MACON, GA 31211.

for the term of five (5) years commencing on the 01st day of November, 2024, and ending on the 31st day of October, 2029 for which the Tenant agrees to pay **Landlord, by direct deposit into that certain account to be provided by Landlord**, on the first of each rental month, in advance, a monthly rental of: SIX THOUSAND FIVE HUNDRED and No/100 Dollars (\$6500.00) per month for the lease term.

****First month's rent is due on 01/01/2025 ****

SECURITY DEPOSIT: No Security Deposit will be required under this Lease.

USE OF PREMISES: Tenant shall not use the Premises for any illegal activity. Tenant will, at Tenant's own expense, promptly comply with: (i) each and every federal, state and municipal statute, ordinance, code, rule, regulation, order, directive, or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act (the "ADA") and all environmental laws, including all of the requirements pertaining to leak detection and other regulatory compliance issues associated with the use of the underground storage tanks. Tenant shall employ a company to assure ongoing UST and GUST compliance, together with all amending and successor federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, orders, directives, or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance results from any condition, event or circumstance existing on or after the commencement of the Lease term or requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive, or requirement will not be construed to mean

that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive, or requirement.

TAXES: Tenant shall pay all taxes assessed against the Premises. Tenant shall pay any and all taxes, before delinquency, for any of Tenant's property located thereon. Tenant shall pay any and all other taxes and assessments relating to the Premises and/or Tenant's operation of business thereon, including without limitation sales taxes, use taxes, and occupancy taxes.

INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises, covering the operation of the Tenant's business, and specifically including liquor liability, for claims for bodily injury, death and/or property damage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Tenant shall, at Tenant's sole cost and expense, shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the entire property, which shall include flood insurance, and on all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy shall include coverage for business income and extra expense for actual loss sustained for 12 months or 30% of gross sales. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any Landlord's lender in accordance with their respective interests therein. In the event such insurance must be obtained in the name of the Landlord, Landlord will reasonably cooperate with Tenant to obtain the same, but Tenant shall be responsible to pay the policy in full at, or prior to, the time the policy is issued.

Tenant shall, at Tenant's sole cost and expense, shall at all time during the Term of this Lease procure and maintain in full force and effect the following policies: for Assault and Battery with coverage not less than \$1,000,000.00; a crime policy for employee dishonesty in an amount not less than \$25,000.00; an umbrella policy with coverage not less than \$1,000,000.00; and any other policy required by the Landlord.

Tenant shall procure any and all other insurance as required by law, including without limitation, workers compensation insurance for statutory limits, including no less than Employer's Liability of \$1,000,000.00/ \$1,000,000.00/ \$1,000,000.00 and the Alternate Employer's endorsement in favor of Landlord.

Landlord shall be named as an additional insured and loss payee in any and all insurance policies required under this Lease. Any and all policies required under this Lease shall be written by a carrier with an AM Best rating of at least A-VII.

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

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of \$350.00 will be due on any rents received after the 10th of the month. A Service Charge of \$50.00 will be due on any returned checks. Landlord reserves the right to refuse to accept personal checks from the Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Management will file dispossessionary warrants on or after the 15th of the month.

TP TENANT'S INITIALS

SP TENANT'S INITIALS

An additional charge of \$125.00 will be added to cover the cost of this warrant plus \$35.00 to cover the cost of a writ, if necessary. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

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

REPAIRS BY LANDLORD: Landlord shall not be required to make any repairs or improvements to Premises other than single roof repairs in excess of Five Thousand and No/100 Dollars (\$5,000.00). To be clear, any accident or occurrence necessitating roof repairs costing less than \$5,000.00, shall be the responsibility of the Tenant.

TENANT'S ACCEPTANCE OF THE PREMISES AND REPAIRS BY TENANT: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including, without limitation, heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations, and parking lot. Tenant, at Tenant's sole cost and expense shall keep in good order the the foundation, exterior walls, and abutting of sidewalks. Put simply, TENANT SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE AND REPAIRS ON THE PREMISES (EXCEPT SINGLE OCCURRENCE ROOF EXPENSES IN EXCESS OF \$5,000.00) AND ACCEPTS THE SAME IN ITS AS-IS CONDITION WITHOUT WARRANTY. *Tenant must keep the Property in a neat and sightly condition.*

In the event a situation arises that Tenant believes will require roof repairs in excess of \$5,000.00, Tenant shall notify Landlord in writing, then Landlord shall secure a bid for the necessary work. In the event the bid secured by Landlord is in excess of \$5,000.00 Landlord shall pay for said work. In the event the bid secured by Landlord is in \$5,000.00 or less, Tenant shall pay for said work.

LICENSING AND PERMITTING: Tenant shall be solely responsible for obtaining and maintaining any and all licensing and permitting necessary to conduct its business within the Premises at Tenant's sole cost and expense, which shall include, without limitation, any Coin Operated Amusement Machine licensing and business licensing. Any and all changes in Tenant licensing and/or permitting must be approved by Landlord in writing prior to Tenant taking action to make such changes.

It is acknowledged and agreed that Tenant shall be required to assume and strictly comply with any and all Landlord's agreements binding the Premises. These agreements include, but are not limited to, any fuel supply agreement. If the fuel supply agreement ends during the Tenant's term, then the Tenant may only enter into a new fuel supply agreement with the express written permission of the Landlord. It is understood that Tenant shall not encumber the Premises in any way. Tenant agrees to terminate all vendor agreements at the termination of this Lease and shall hold Landlord harmless herein. Tenant can not sign any COAM agreement with any one without Landlord Permission. Tenant further agrees that Tenant shall not bind the Landlord to any coin operated amusement machines ("COAM") agreement without the written consent of the Landlord. If Landlord consents to the COAM agreement, then Tenant shall obtain a no dispute certification and/or similar document from the master licensee at least five (5) days before the termination of the Lease and the Tenant assures that the master licensee shall send the no dispute certification to Georgia Lottery Corporation by or before the termination of this Lease. With Landlord's written consent, Tenant may enter into a COAM

agreement for the Premises as long as the agreement is for a term of only one (1) year with no renewals and/or extensions.

Any change in licensing during the Term of this Lease can only be made with Landlord's written consent.

With regard to any license utilized in relation to business conducted under this Lease, the licensee must be the Tenant (Tenant cannot operate under a license belonging to a third party). Tenant/ licensee must also be properly insured.

EQUIPMENT, IMPROVEMENTS, AND TRADE FIXTURES: Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including all attached to or used in connection with the Premises including, but not limited to, coolers, freezers, ice machine, counters, shelves deli equipment, gasoline dispensers and underground gasoline storage tanks, pumps, dispensers, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, and the pipelines appurtenant thereto all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant. All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord of his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

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

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

SUBLET AND ASSIGNMENT: Tenant may not sublet the Premises, assign this Lease, or otherwise allow a third party to manage this Lease without written consent of Landlord. Any such sublease or assignment approved by Landlord shall require an assignment fee payable to Landlord in the amount of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00), which must be paid prior to any such sublease or assignment.

EVENTS OF AND REMEDIES UPON DEFAULT: In the event Tenant fails to pay rent when due, said Landlord has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Tenant hereby agrees to surrender all inventory, including any fuel and retail items in the Premises, to Landlord in the event of a Tenant default. Landlord, at his option, upon breach of this Lease, may card for rent and sublet the Premises in the name of the Tenant (Tenant hereby grants Landlord a limited Power of Attorney to effectuate the same) and hold Tenant liable therefore. Such subletting on the part of the Landlord will not in any sense be a breach of the

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

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

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

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

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

UTILITIES: Tenant shall promptly pay all deposits, hook up costs, utility bills, including but limited to water, sewer, gas, electricity, telephone, garbage fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease together with an administrative fee of One Hundred and No/100 Dollars (\$100.00).

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

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

SERVICE OF NOTICE: Tenant hereby appoints as his agent to receive service of all 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 the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to the Tenant's last known address, if different from the Premises.

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

TERMINATION: Landlord shall have the unilateral right to terminate this Lease upon thirty (30) days' notice to Tenant. Tenant specifically acknowledges and further agrees that in the event this Lease is terminated, any of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed in accordance with the other provisions of this Lease within twenty-four (24) hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expenses that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve or release Tenant from its responsibility to repair all damage to any of the Premises caused by removal of fixtures.

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

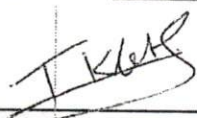
GUARANTY OF LEASE: This Lease shall be personally guaranteed by the party, or parties, signing that certain Guaranty of Lease attached hereto as Exhibit "A" and incorporated herein for all purposes by this reference thereto. The parties hereto acknowledge and agree, but for said Guaranty of Lease, Landlord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

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein. This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Bibb County, State of Georgia.

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

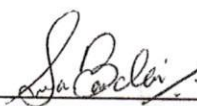
LANDLORD: Shurling 1904 LLC,

TENANT: AL Kareem 1904, INC

By: 

Name: **TEJALBEN PATEL**

Title: **Member**


Name: **SERENA N. BARDAI**

Title: **Member**

Agent Certification

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

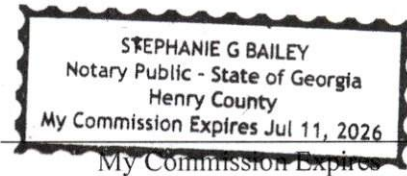
Agent's Signature: S. Bardai Date: 4/3/25

Business Name: _____

I hereby certify that Serena N. Bardai (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 3rd day of April, 2025.

Stephanie G Bailey
Notary Public



Ownership/Individual Certification

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

Individual/Owner's Signature: S. Bardai Date: 04/03/2025
(If different from Agent)

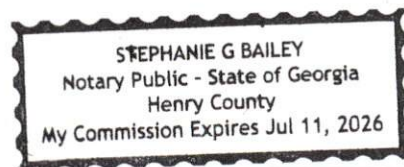
Title: OWNER

Business Name: AL KAREEM 1904 INC

I hereby certify that SERENA BARDAI (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 3rd day of April, 2025.

Stephanie G Bailey
Notary Public



My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: AL-KAREEM 1904 INC

Business Address: 1904 SHURLING DR MACON GA - 31211

Instructions:

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

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

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

Definitions:

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

APPLICATION FOR AFFIDAVIT

DATE: 01-06-2025

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: _____

BEER _____

BEER ✓

WINE _____

WINE ✓

MIXED DRINKS (Liquor) _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: AL-KAREEM 1904 INC

LOCATION OF BUSINESS: 1904 SHURLING DR MACON GA-31211

PERSON APPLYING FOR AFFIDAVIT: SCRENA BARDAI

TELEPHONE: 407-967-0041

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!

horizonfla@yahoo.com

- ☐ **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.

x S. Badin

Applicant/Agent Signature

01-06-2025

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.

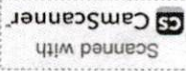
Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

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: AL KARGEM 1904 INC
 Business Address: 1904 SHURLING DR MACON GA 31211

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

7224
 Code Enforcement Department Designee

3 Mar 25
 Date

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

S. Davis
 Applicant/Agent Signature

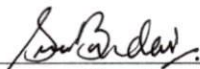
10/20/2024
 Date

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

SERENA BARDAI
Print Name

04/03/2025
Date



Alcohol License Questionnaire

Name of Business: AL KARGEM 1904 INC
 Owner's Name: SGRENA BARDAL
 Address: 1904 SHURLING DR
MACON GA 31211.

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

S. Bardal
 Signature

SGRENA BARDAL
 Print Name

11/20/2024
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: AL KARGEM 1904 INC

Business Address: 1904 SHORLING DR MACON GA 31211

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

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

S. B. Davis
Applicant/Agent Signature

04/03/2025
Date

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: SERENA BARDAL (OWNER.)

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

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

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

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

N/A

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

S. Bardal

Print and Sign Name

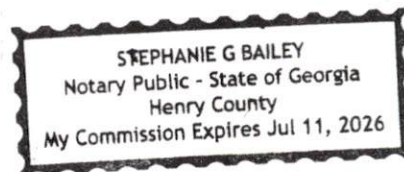
Sworn to and subscribed before me this

3rd day of April, 2025.

Stephanie G Bailey

Notary Public

My Commission Expires:



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Tejal Patel

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

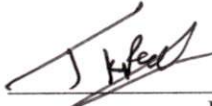
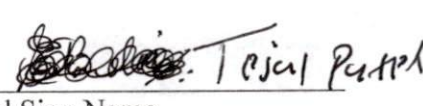
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

N/A

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



 Print and Sign Name

Sworn to and subscribed before me this
3rd day of April, 20 25.

Jessica Bardai
 Notary Public

My Commission Expires: Feb 03, 2026



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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Serena Bardai – Fingerprints completed 04/17

Business Name: Al Kareem 1904 Inc DBA Super Gas Citgo

Business Address: 1904 Shurling Dr, Macon, GA 31211

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	4/20/2025 _____ 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 8/1/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 5, 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.

\$ 8000 Alcohol License Fees + \$400 Application Fee = \$ 12500

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 #: 99-4644714 State Tax ID #: 20300251662

Business Name: Riverside Foodmart LLC Corporate and Trade Name: Chevron

Local Business Address: 2650 Riverside DR, MACON GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: 2650 Riverside DR MACON GA 31204
Street Address (City State Zip)

Local Business Phone #: 719-219-8048 Email Address: RiversideFoodmartLLC@gmail.com

Contact Person: Faiyaz Contact Phone #: 832-709-6939

AGENT

Agent's Name: Faiyaz Adatiya Agent's Title: OWNER / President

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

Home Address: 1885 Harper DR City: Morrow State: GA Zip: 30260

Home Phone #: 409-345-1175 Email: Riverside Foodmart LLC

Mailing Address: 1885 Harper DR City: Morrow State: GA Zip: 30260

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. 12/24

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: Riverside Foodmart LLC

Printed Name of Applicant: FAIYAZ ADATIYA

*Signature of Applicant: *Faiyaz*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 2nd DAY OF June, 2025.

NOTARY PUBLIC

MY COMMISSION





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident

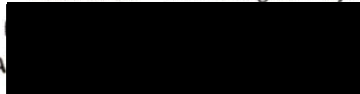
Employment Eligibility: Employment Authorized - Indefinite

The applicant has a status of Lawful Permanent Resident. Persons with Lawful Permanent Resident status have the right to live and work in the United States. Please follow your agency's policy to determine whether the applicant is eligible to receive the benefit they applied for.

SAVE Response Details

Case Verification
Number: 0025153202956SV
Class of Admission (COA)
Code: IR6
DHS Comments: Review for accuracy (A #)
Response Date: 06/09/2025

Agency Submitted Details

Full Name: no name given faiyaz adatiya
A 
Special
Comments: Resident Card
Initiated On: 06/02/2025
Initiated By: IHAL0956
Point of Contact
Name: Ian Hall
Point of Contact
Phone Number: (478) 310-2173
Requested
Benefits: Occup. Tax Cert.
Attached
Document: Yes



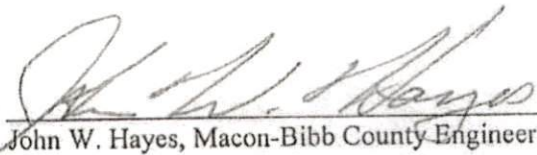
MEASUREMENT FORM

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

APPLICANT: MOHAMMED VEERANI
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 2650 RIVERSIDE DR.
BUSINESS NAME: RIVERSIDE FOODMART LLC.

To Be Completed by County Engineer

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

By: 
John W. Hayes, Macon-Bibb County Engineer
Date: 1/29/25

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

2,250' — Riverside Food Mart
#2650 Riverside Drive
SCHOOL GROUND property line

2,550' — Northwoods Academy
SCHOOL BUILDING

11,000' — Northwoods Academy
COLLEGE CAMPUS property line

15,750' — Miller - Mott Technical College
ALCOHOLIC TREATMENT CENTER building

11,100' — River Edge - Emory Highway
PUBLIC LIBRARY or BRANCH building

9,850' — Riverside Branch
MACON-BIBB COUNTY HOUSING AUTHORITY property

1,950' — Northside Senior Village
CHURCH (building)
Riverside United Methodist Church
#735 Pierce Ave.

1,700' — CHURCH GROUNDS
Riverside United Methodist Church

6,200' — M-B COUNTY RECREATION CENTER property
Theron Vassey Park Community Center

N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
Applicant self identifies as a:
"Gas Station"

OK! JWH
Paul A. Hornowski
January 29, 2025

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
150785	631022	Print Legal Ad-IPL02142190 - IPL0214219		\$69.55	1	29 L

Attention: Mohammed Veerani

Riverside Food Mart LLC
2650 Riverside Drive
Macon, GA 31204

Riversidefoodmartllc@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Wine and beer 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 4, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Riverside Food Mart LLC Riverside chevron, 2650 Riverside Drive Macon Ga 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This January 28, 2025, Mohammed Veerani, Applicant
IPL0214219
Jan 28, Feb 4 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:

01/28/25, 02/04/25

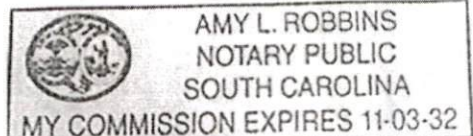
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Mary Castro

Sworn to and subscribed before me this 4th day of February in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort 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-2024-2560	PERMIT TYPE: Permitted Use	DATE ISSUED: 09/25/2024
PARCEL NO: 00540085	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	mohammed veerani RIVERSIDE FOODMART LLC	
PROPOSED USE:	Change of ownership c-store w/ alcohol ptg	
ADDRESS OF PROPOSED USE:	2650 RIVERSIDE DR	
PROPERTY OWNER'S NAME:	2650 RIVERSIDE MACON LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 09/25/2025

APPROVED BY: *John Langstaff*

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

3661 Eisenhower Parkway, Ste MB104 Macon, Georgia 31206



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	RIVERSIDE FOOD MART LLC	Control Number:	24161368
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	2650 Riverside Dr, MACON, GA, 31204, USA	Date of Formation / Registration Date:	8/23/2024
State of Formation:	Georgia	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name: **MOHAMMED VEERANI**
Physical Address: **2650 Riverside Dr, Macon, GA, 31204, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA

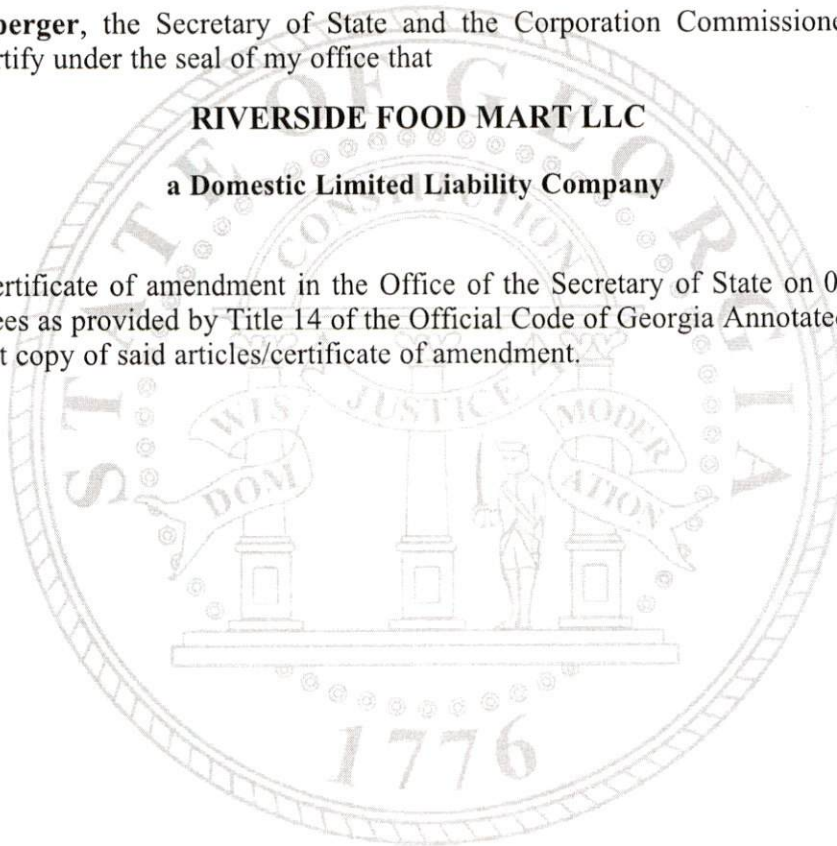
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

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

RIVERSIDE FOOD MART LLC
a Domestic Limited Liability Company

has filed articles/certificate of amendment in the Office of the Secretary of State on 06/04/2025 and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/certificate of amendment.



WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **06/09/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF AMENDMENT

To,
The Georgia Secretary of the State
Corporate Division

Date of Original Articles Filed – **08/23/2024**
Control Number - **24161368**
Business Name – **RIVERSIDE FOOD MART LLC**
Business Address – **2650 Riverside Dr, Macon, GA 31204**
Business Email – **riversidefoodmartllc@gmail.com**

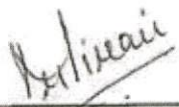
Subject – Change of Organizer

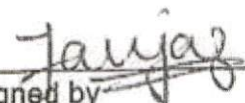
Dear Sir,

I am formally transferring 100% ownership of Riverside Food Mart LLC to Faiyaz Adatiya as of 06/03/2025. This includes all corporate assets, liabilities and operational control.

I would like to request change of organizer from Mohammed Veerani to Faiyaz Adatiya.

Please update state records accordingly.

x 
Signed by
Mohammed Veerani
Organizer
RIVERSIDE FOOD MART LLC

x 
Signed by
Faiyaz Adatiya
Organizer
RIVERSIDE FOOD MART LLC



Secretary of State

**OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION**
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.ga.gov

Electronically Filed
Secretary of State
Filing Date: 6/4/2025 3:35:35 PM

TRANSMITTAL INFORMATION FORM BUSINESS AMENDMENT

1. **RIVERSIDE FOOD MART LLC**

Entity Name

24161368

Entity Control No.

2. **Mohammed Veerani**

Name of Person Filing Business Amendment

2588 Decatur Village Dr Apt 2649

Address

Decatur

City

GA

State

30033

Zip Code

3. Submitted with this filing is a filing fee of \$20.00 payable to "Secretary of State". Filing fees are non-refundable.

I understand that this Transmittal Information Form is included as part of my filing, and the information on this form will be entered in the Secretary of State business entity database. I certify that the above information is true and correct to the best of my knowledge.

Mohammed Veerani

Signature of Authorized Person

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 Name of Corporation: Riverside Foodmart LLC

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

Individual:

Name and Title: Faiyaz Adetoya Dionez Telephone Number: 882-709-6939

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 1885 harper DR MORROW GA 31204

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

Mailing Address: 1885 harper DR MORROW GA 31204
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
- ☐ General Partner holding _____ % of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
- ☐ General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
- ☐ General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (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 Renewal Application

APPLICANT

First Name: FAIYAZ Last Name: ADATIYA
Home Address: 1885 HARPER DR City: MORROW State: GA Zip: 30260
Home Phone #: 469-345-1175 Email: FAIYAZ.ADATIYA@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 3750 MERCER UNIV DR City: MACON State: GA Zip: 31204

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

Faiyaz
Applicant's Signature

04/10/2025
Date

I hereby certify that FAIYAZ ADATIYA 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 10 day of April, 20 25.

J Barnes
Notary Public



04.06.29
My Commission Expires

Rev. 7/202121



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

FAIYAZ ADATIYA

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-05-30

Serial No.

cert_hcz0xzwt





Faiyaz Adatiya



AH001586

ALCOHOL HANDLER

EXP: 12/31/2025

LEASE AGREEMENT

This Lease Agreement (this "Lease") is dated on June, 1st 2025, by and between 3 STARS MACON INVESTMENTS LLC ("Landlord"), and RIVERSIDE FOODMART LLC, LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the space (the "Premises") located at 2650 Riverside Dr, Macon, GA, 31204.

TERM. The lease term will begin on June, 1st 2025 and will terminate on December 31, 2037.

LEASE PAYMENTS. Tenants shall pay to the Landlord starting June 1st 2025, monthly rent of \$12,500 (twelve thousand five hundred only) a month, payable in advance on the first day of each month.

SECURITY DEPOSIT.- No Security Deposit

TERM RENEWAL. Tenant shall renew the lease for another Term of twelve months by providing written notice to the Landlord no later than 60 (sixty) days prior to the expiration of current Term. The Terms and conditions of any renewal shall be the same as original lease.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. The premises may be used as a Gas Station and Convenience Store related activities only.

PROPERTY INSURANCE. Tenants shall maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlords shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. Landlords shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenants shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlords shall receive advance written notice from the insurer prior to any termination

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of such insurance policies.

MAINTENANCE & REPAIRS. Tenant acknowledges that Tenant has inspected Premises and that it is fit for stated use. Tenants will keep the property clean and in good condition. Tenants will report all maintenance requests promptly. Tenant shall have the responsibility to maintain the Premises in good working order and repair, including but not limited to, Building exteriors, exterior windows, roof, the Heating and air conditioning system, plumbing system and fixtures, electrical system and fixtures, landscaping, parking area, walkways.

UTILITIES AND SERVICES. Tenants shall be responsible for all utilities and services incurred in connection with the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. If for any reason the Tenant is in default or decides to terminate the lease during the Term, he/she shall not be entitled to a refund of any advance rent payments made to the Landlord. The Tenant shall also forfeit any Security Deposit paid to the Landlord.

LATE PAYMENTS. Payments not paid within 5 days of its due date shall bear a \$100 fee and interest at 20.00 % per annum until paid beginning with the day after the due date.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenants shall be charged \$35.00 for each check that is returned to the Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the

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Landlord which shall not be unreasonably withheld. Tenants shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlords shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenants shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. Any illegal activity conducted on the premises will constitute an automatic default and termination of the lease. Landlord will not be responsible for any misconduct or violations caused by the Tenant. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership

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existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

ESHAN HUDDANI
3 STARS MACON INVESTMENTS LLC

TENANT:

FAIYAZ ADATIYA
RIVERSIDE FOODMART LLC
2650 RIVERSIDE DR
Macon, GA, 31204

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Georgia.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or

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net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a

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Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS,

FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no

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Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows: 8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal ascendant, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax

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purposes or that any termination is not adverse to the Company or the other Members.

8.4 Death, Incompetency, or Bankruptcy of a Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 Death Buyout. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date This Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal

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to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider a discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after

agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows: (1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

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8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company; 9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or any

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of GEORGIA



(without regard to principles of conflicts of law).

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Signature & Date: Faiyaz 06/01/2025

FAIAZ ADATIYA
Listing of Members -

Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR RIVERSIDE FOODMART, LLC.
LISTING OF MEMBERS

As of the 1st day of June 2025, the following is a list of Members of the Company:

NAME:FAIYAZ ADATIYA
% Ownership
100%

LANDLORD:

3 STARS MACON INVESTMENTS LLC

By: ESHAN HUDDANI

Landlord

Signature & Date Eshan 06/01/2025

TENANT:

RIVERSIDE FOODMART LLC

By:FAIYAZ ADATIYA

Tenant

Signature & Date Faiyaz 06/01/2025

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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: Faujiaz Date: 06/11/2025

Business Name: RIVERSIDE FOODMART LLC

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: Faujiaz Date: 06/11/2025
(If different from Agent)

Title: OWNER

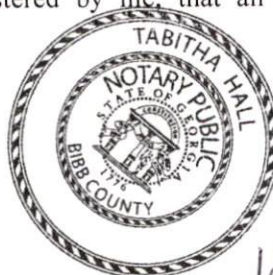
Business Name: RIVERSIDE FOODMART LLC

I hereby certify that FAIMAZ ADATIMA (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 11 day of June, 2025.

Shall

Notary Public



My Commission Expires

12/4/25

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: RIVERSIDE FOODMART LLC

Business Address: 2650 RIVERSIDE DR MACON GA 31204

Instructions:

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

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

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

Definitions:

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

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

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: RIVERSIDE FOODMART LLC

Business Address: 2650 RIVERSIDE DR, MACON GA 31204

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

[Signature]
Code Enforcement Department Designee

3/28/2025
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.

Arif
Applicant/Agent Signature

03/28/2025
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>.

Faiyaz
Signature

FAIYAZ ADATIYA
Print Name

06/11/2025
Date



Alcohol License Questionnaire

Name of Business: RIVERSIDE FOODMART LLC
 Owner's Name: FAIYAZ ADATIYA
 Address: 1885 HARPER DR #16H
MARIETTA GA 30120

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

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

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

Please circle one: ☐ Relation, see below ☒ No Relation

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

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

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

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

Faiyaz
Signature

FAIYAZ ADATIYA
Print Name

06/11/2015
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: RIVERSIDE FOODMART LLC

Business Address: 2650 Riverside DR MACON GA

31204

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

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

Janyz
Applicant/Agent Signature

06/11/2025
Date

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: FAIYAZ ADATIYA
2. Name of the subject of this Certificate, if different from the applicant:
RIVERSIDE FOODMARTS 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.

FAIYAZ ADATIYA Faiyaz
Print and Sign Name

Sworn to and subscribed before me this

11 day of June, 20 25.

Shall 12/14/25

Notary Public

My Commission Expires:



Land Lord

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: 3 STARS MACON INVESTMENTS 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.

Eshan huddani

Print and Sign Name

Sworn to and subscribed before me this

14th day of April, 2025.

Notary Public

My Commission Expires: 6/5/2028

Page 2 of 2



Rev. April 2022
See O-22-0011



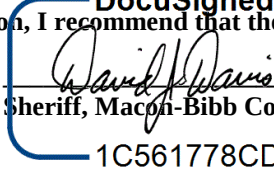
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Faiyaz Adatiya – Fingerprints Completed: 6.16.25

Business Name: Riverside Food Mart LLC

Business Address: 2650 Riverside Dr Macon GA 31204

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	Date 7/12/2025
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 8/1/2025(Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 5, 2025
PRE-COMMISSION MEETING

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

Letter to Macon-Bibb County re alc lic app - Nouria (FILED).pdf

Business Information

☒ For Business Name and Corporation Name, do not include commas or periods.
This is an example of what you SHOULD do: "John Doe's Services Inc"

☐ For Business Name and Corporation Name, do not include commas or periods.
This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : Nouria 3311 Mercer University Drive

Corporation Name : Nouria Energy Retail Inc

Business Address : 3311 Mercer University Drive

City : Macon

State : GA

Zip : 31204

Mailing Address : 326 Clark Street

City : Worcester

State : MA

Zip : 01606

Local Business Phone # : (478) 745-6888

Email : permits@nouriaenergy.com

Owner Name : Tony El-Nemr

Owner Phone # : (508) 762-3777

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

Drugstore : ☐

Food Mart : ☐

Gas Station : ☒

Grocery Store : ☐

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Other Small Box Retail Store : ☐

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : cert_sr1zvhhqb

Agent's First Name : Patrick

Agent's Last Name : Rodriguez

Agent's Home Phone # : (256) 996-0041

Job Title : Manager

Agent's Home Address : 138 Shortleaf Trail

City : Richmond Hill

State : GA

Zip : 31324

Social Security Number



License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Malt Packaged to Go - \$800

License Fee : Temporary Alcohol - \$100

License Fee : Wine Packaged to Go - \$700

Armed Security Personnel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Tony El-Nemr c/o Sard & Leff, LLC

Date

Today's Date : 06/11/2025



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

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.

\$ 1600 Alcohol License Fees + \$400 Application Fee = \$ 2000

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 #: 04-3125842 State Tax ID #: 309009006
 Business Name: Nouria Energy Retail, Inc. d/b/a Noura 3311 Mercer University Drive Corporate and Trade Name: Nouria Energy Retail, Inc.
 Local Business Address: 3311 Mercer University Drive, Macon, GA 31204
 Mailing Address: 326 Clark Street (P.O. Box Not Allowed) City State Zip Worcester, MA 01606
 Local Business Phone #: 478-745-6888 Email Address: permits@nouriaenergy.com
 Contact Person: Rebecca Shurtleff Contact Phone #: 508-762-3724

AGENT

Agent's Name: Patrick Rodriguez Agent's Title: Regional Manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 138 Shortleaf Trl. City: Richmond Hill State: GA Zip: 31324
 Home Phone #: 256-996-0041 Email: permits@nouriaenergy.com
 Mailing Address: 326 Clark Street City: Worcester State: MA Zip: 01606

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: Tony El-Nemr * Title: President
 Home Address: 187 N. Quinsigamond Ave. City: Shrewsbury State: MA Zip: 01545
 Home Phone #: 508-762-3777 Email: permits@nouriaenergy.com
 Mailing Address: 326 Clark Street City: Worcester State: MA Zip: 01606

*Nouria Energy Retail, Inc. will own the business. Mr. El-Nemr is only identified for purposes of Macon-Bibb County Code of Ordinances Section 4-23(b)(2)(G).

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):	Tony Fouad El-Nemr		
Home Address:	187 North Quinsigamond Ave, Shrewsbury, MA 01545		
Sex	Race	Date of Birth	Social Security Number
Male	Caucasian	[REDACTED]	

☒ This authorization is valid for 90/180/ 60 (circle one) days from date of signature.

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

Signature 

Date 1/23/2025

*****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
X	Public Records (P) - Provides <i>Georgia</i> Felony Convictions Only

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title _____

Date _____

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): Patrick William Rodriguez			
Home Address: 138 Shortleaf Trail, Richmond Hill, GA 31324			
Sex	Race	Date of Birth	Social Security Number
Male	White		

☒ This authorization is valid for 90/180/ 60 (circle one) days from date of signature.

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


Signature

01/13/2025
Date

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

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

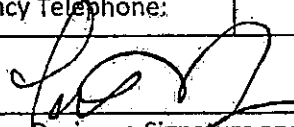
Purpose Code used: (check one)

	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
X	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

01/13/2025
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: Nouria Energy Retail, Inc.

Printed Name of Applicant: Tony El-Nemr

*Signature of Applicant: 

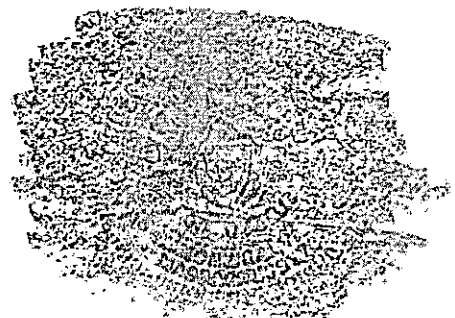
SUBSCRIBED AND SWORN BEFORE ME ON

THIS 23rd DAY OF January, 2025.


 NOTARY PUBLIC

September 19, 2025

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.

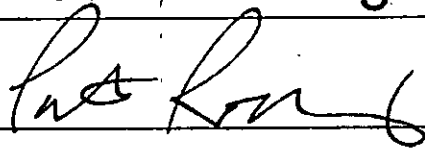
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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.

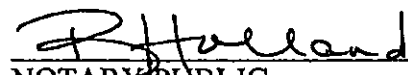
Business Name: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive

Printed Name of Applicant: Patrick Rodriguez

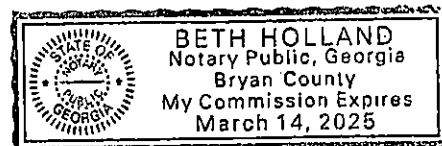
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 13 DAY OF January, 2025.


 NOTARY PUBLIC

3/14/25
 MY COMMISSION EXPIRES



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

Nowra Energy Retail

#3311 Mercer University Dr.

1,950' — SCHOOL GROUND property line

Hartley Elementary

2,050' — SCHOOL BUILDING

Hartley Elementary

3,200' — COLLEGE CAMPUS property line

Central Georgia Technical College

19,900' — ALCOHOLIC TREATMENT CENTER building

River Edge - Fulton Mill Road

2,100' — PUBLIC LIBRARY or BRANCH building

Library Annex - Macon Mall

1,350' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Anthony Homes

312⁵' — CHURCH (building)

Altheia Baptist Church

* 216²' — CHURCH GROUNDS

Altheia Baptist Church

6,850' — 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:
"Gas Station"

Refer to
Attorney's
Office
Paul J. Hoinowski
February 25, 2025

Singleton, Deon

From: Hoinowski, Paul <PHoinowski@maconbibb.us>
Sent: Friday, June 13, 2025 12:21 PM
To: Ashani Paul
Cc: Davis, Sara; Hayes, John; Braswell, Keith
Subject: FW: Engineering Releasee - Nouria 3311 Mercer University Dr.

This email originated from inside Macon-Bibb County Government. Do **NOT** click on links or open attachments unless you recognize the sender and know the content is safe.

Message sent internally from: phoinowski@maconbibb.us

Mr. Paul,

Within the Macon-Bibb County Engineering Department, I complete the affidavit measurements for the beer & wine sales affidavits.

Keith Braswell has told me about your recent phone call to him. I understand that you have requested an affidavit measurement form indicating your location passes.

I cannot provide that. This office is a small part of the process. I report my field findings. Those findings remain the same. The Attorneys Office checks to see if some circumstances may influence the final result. It is that department's role to check for things such as the validity of a church or school, or to consider legacy situations.

Legal is included here so they may comment.

I hope this is helpful.

Paul Hoinowski
Macon-Bibb County Engineering Department
Macon, Georgia
478-310-4614 main

From: Braswell, Keith <KBraswell@maconbibb.us>
Sent: Friday, June 13, 2025 9:20 AM
To: Hoinowski, Paul <PHoinowski@maconbibb.us>
Subject: Fw: Engineering Releasee - Nouria 3311 Mercer University Dr.

This email originated from inside Macon-Bibb County Government. Do **NOT** click on links or open attachments unless you recognize the sender and know the content is safe.

Message sent internally from: kbraswell@maconbibb.us

fyi

Keith Braswell
Engineer III
Macon-Bibb County Engineering Department
780 Third Street

Macon, GA 31201
O - 478.621.6660
F - 478.621.6660
C - 478.737.8733
kbraswell@maconbibb.us

From: Ashani Paul <apaul@sardandleff.com>
Sent: Thursday, June 5, 2025 2:02 PM
To: Braswell, Keith <KBraswell@maconbibb.us>; bsementilli@mbpz.org <bsementilli@mbpz.org>
Cc: Dana Resnick <dresnick@sardandleff.com>; Michael Sard <MSard@sardandleff.com>; Kevin Leff <KLeff@sardandleff.com>; Price, Charletta <CyPrice@maconbibb.us>
Subject: RE: Engineering Releasee - Nouria 3311 Mercer University Dr.

[EXTERNAL EMAIL SENDER]

Be suspicious of external email and never provide your authentication details.

If you suspect this email to be suspicious, please forward this email to SOC@maconbibb.us.

Good afternoon, Mr. Braswell,

Thank you for the confirmation.

Ashani W. Paul
Legal Assistant

SARD&LEFF, LLC
3789 Roswell Road
Atlanta, GA 30342
Phone: (770) 644-0800
Fax: (770) 644-0808
apaul@sardandleff.com
www.sardandleff.com

From: Braswell, Keith <KBraswell@maconbibb.us>
Sent: Thursday, June 5, 2025 2:00 PM
To: Ashani Paul <apaul@sardandleff.com>; Price, Charletta <CyPrice@maconbibb.us>; bsementilli@mbpz.org
Cc: Dana Resnick <dresnick@sardandleff.com>; Michael Sard <MSard@sardandleff.com>; Kevin Leff <KLeff@sardandleff.com>
Subject: Re: Engineering Releasee - Nouria 3311 Mercer University Dr.

This email originated from inside Macon-Bibb County Government. Do **NOT** click on links or open attachments unless you recognize the sender and know the content is safe.

Message sent internally from: kbraswell@maconbibb.us

The following message was sent through the MBPZ portal:

Engineering has no issue with the change of ownership. Please accept this message as engineering approval of this change.

The applicant has submitted alcohol license application through a separate process (tax commissioner with engineering checking distance requirements). This message does not constitute approval of alcohol sales.

Keith Braswell
Engineer III
Macon-Bibb County Engineering Department
780 Third Street
Macon, GA 31201
O - 478.621.6660
F - 478.621.6660
C - 478.737.8733
kbraswell@maconbibb.us

From: Ashani Paul <apaul@sardandleff.com>
Sent: Thursday, June 5, 2025 11:08 AM
To: Braswell, Keith <KBraswell@maconbibb.us>
Cc: Dana Resnick <dresnick@sardandleff.com>; Michael Sard <MSard@sardandleff.com>; Kevin Leff <KLeff@sardandleff.com>
Subject: Engineering Releasee - Nouria 3311 Mercer University Dr.

[EXTERNAL EMAIL SENDER]

Be suspicious of external email and never provide your authentication details.

If you suspect this email to be suspicious, please forward this email to SOC@maconbibb.us.

Good morning, Mr. Braswell,

Thank you for taking the time to speak with me this morning. It is our understanding that you are unable to locate our Zoning Request through your portal. Please see the requested information below:

- Nouria Energy Retail Inc. d/b/a Nouria 3311 Mercer University Dr.
- Address: 3311 Mercer University Drive, Macon, GA 31204
- Submission Number: ZC 2025-250

Please notify our office as soon as possible once the approval from the Engineering Department has been submitted on the Camino Portal.

Thank you,

Ashani W. Paul
Legal Assistant

SARD&LEFF, LLC
3789 Roswell Road

Atlanta, GA 30342

Phone: (770) 644-0800

Fax: (770) 644-0808

apaul@sardandleff.com

www.sardandleff.com

Singleton, Deon

From: Davis, Sara <SDdavis@maconbibb.us>
Sent: Wednesday, March 12, 2025 3:28 PM
To: Ashani Paul
Cc: Michael Sard; Kevin Leff; Dana Resnick; Price, Charletta
Subject: RE: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive, Macon, GA 31204

Follow Up Flag: Follow up
Flag Status: Flagged

This email originated from inside Macon-Bibb County Government. Do **NOT** click on links or open attachments unless you recognize the sender and know the content is safe.

Message sent internally from: SDdavis@maconbibb.us

Thanks for reaching out. Our Tax Commissioner's Office requires a completed engineering affidavit prior to applying for a license, but is indifferent to the contents of the affidavit for completion of application purposes. Their job is to make sure you get the affidavit, not to police the contents.

Once I get the completed application from the Tax Commissioner's Office, I review full application packet, including confirming whether legacy provision for distance violations is applicable to the license being applied for prior to making my recommendation to the Commission.

Thanks,

Sara D. Davis
Senior Assistant County Attorney
Macon-Bibb County Attorney's Office
700 Poplar Street, P.O. Box 247
Macon, GA 31202-0247
Phone: 478-219-1130
Email: sddavis@maconbibb.us

From: Ashani Paul
Sent: Wednesday, March 12, 2025 3:13 PM
To: Davis, Sara
Cc: Michael Sard ; Kevin Leff ; Dana Resnick ; Price, Charletta
Subject: RE: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive, Macon, GA 31204

[EXTERNAL EMAIL SENDER]

Be **suspicious** of external email and never provide your authentication details.

If you suspect this email to be **suspicious**, please forward this email to SOC@maconbibb.us.

Good afternoon, Attorney Davis,

Per Ms. Price with the engineering department, we have been advised that you are the individual handling our client's Alcohol Affidavit request. We understand that there is a possible issue with our client's store location and its distance to a church. Please see the below thread and attached for context.

Please feel free contact our office should you have any questions regarding this matter.

Thank you,

Ashani W. Paul
Legal Assistant

SARD&LEFF, LLC
3789 Roswell Road
Atlanta, GA 30342
Phone: (770) 644-0800
Fax: (770) 644-0808
apaul@sardandleff.com
www.sardandleff.com

From: Ashani Paul
Sent: Monday, March 10, 2025 2:26 PM
To: 'Charletta Y. Price' <cyprice@maconbibb.us>
Cc: Michael Sard <msard@sardandleff.com>; Kevin Leff <kleff@sardandleff.com>; Dana Resnick <dresnick@sardandleff.com>
Subject: RE: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive, Macon, GA 31204

Good afternoon, Ms. Price,

I would like to follow up with you regarding our conversation on Friday, March 7th. Please if you have passed our contact information over to the County Attorney's Office.

Thank you,

Ashani W. Paul
Legal Assistant

SARD&LEFF, LLC
3789 Roswell Road
Atlanta, GA 30342
Phone: (770) 644-0800
Fax: (770) 644-0808
apaul@sardandleff.com
www.sardandleff.com

From: Dana Resnick <dresnick@sardandleff.com>
Sent: Wednesday, February 26, 2025 4:56 PM
To: Charletta Y. Price <cyprice@maconbibb.us>
Cc: Michael Sard <MSard@sardandleff.com>; Kevin Leff <KLeff@sardandleff.com>; Ashani Paul <apaul@sardandleff.com>
Subject: RE: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive, Macon, GA 31204

Thank you, Ms. Price. It seems to us that item no. 2 of the measurement form should be marked as "applicable," and item nos. 3 and 4 should be marked as "not applicable"? Please advise.

Sincerely,

Dana M. Resnick, Esq.
SARD&LEFF, LLC
3789 Roswell Road
Atlanta, Georgia 30342
Phone: (770) 644-0800
Fax: (770) 644-0808
dresnick@sardandleff.com
www.sardandleff.com

From: Price, Charletta <CyPrice@maconbibb.us>
Sent: Wednesday, February 26, 2025 3:01 PM
To: Dana Resnick <dresnick@sardandleff.com>
Cc: Michael Sard <MSard@sardandleff.com>; Kevin Leff <KLeff@sardandleff.com>; Ashani Paul <apaul@sardandleff.com>
Subject: RE: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive, Macon, GA 31204

This email originated from inside Macon-Bibb County Government. Do NOT click on links or open attachments unless you recognize the sender and know the content is safe.

Message sent internally from: [CYPrice@maconbibb.us](mailto:CyPrice@maconbibb.us)

Mr. Resnick,

Please review the attached document for your Alcohol Affidavit request. As mentioned over the phone, your application has been forwarded up the Macon-Bibb County Attorney's office for review (look for the * symbol) for details. If you have any questions or concerns, please feel free to contact Macon-Bibb County Attorney's Office at (478) 751-7651.

Charletta Y. Price
Senior Administrative Assistant
Macon-Bibb County Engineering
780 Third Street
Macon, GA 31201
Phone: (478)310-4596
Fax: (478)621-6666
Email: Cyprice@maconbibb.us

From: Dana Resnick <dresnick@sardandleff.com>
Sent: Wednesday, February 26, 2025 2:19 PM
To: Price, Charletta <CyPrice@maconbibb.us>
Cc: Michael Sard <MSard@sardandleff.com>; Kevin Leff <KLeff@sardandleff.com>; Ashani Paul

<apaul@sardandleff.com>

Subject: RE: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive, Macon, GA 31204

[EXTERNAL EMAIL SENDER]

Be suspicious of external email and never provide your authentication details.

If you suspect this email to be suspicious, please forward this email to SOC@maconbibb.us.

Good afternoon Ms. Price,

I hope you are well. As a follow up to the below e-mail, we understand that the store is "grandfathered" as complying with alcohol distance requirements based on the following highlighted provision of the Macon-Bibb County alcohol ordinance:

Sec. 4-122. - Retail sales of wine and malt beverages - distances from certain uses.

Subject to the provisions of O.C.G.A. § 3-3-21, as amended:

- (a) No license for retail sales of wine and malt beverages packaged to go shall be issued under this Article where the location of the business is within 100 yards of any of the following: a school ground, school building, or college campus, an alcoholic treatment center, a public library or any branch thereof, any Macon-Bibb County Housing Authority property, any church or church grounds, or any Macon-Bibb County recreation center property. The distance prescribed in this Section shall be measured by the shortest straight line possible between the nearest point on the building housing the place of business to the nearest point on the building housing such library or branch, school, alcoholic treatment center, or church, or to the nearest point on the school ground, college campus, Macon-Bibb County Housing Authority Property, church ground, or recreation center property.
- (b) No license for retail sales of wine and malt beverages for consumption on the premises shall be issued under this Article where the location of the business is within 100 yards of a state or county owned and operated alcohol treatment center or a housing authority property as defined in O.C.G.A. § 3-3-21.
- (c) When a license is issued for a location which conforms to the provisions of subsection (a) of this Section at the time of issuance, then licenses may be continued to be issued or renewed for the same location thereafter, so long as the sale of alcoholic beverages by the package to go was lawful at such location at any time in the previous twelve months, notwithstanding the fact that an adjacent or nearby property is subsequently devoted to a use which would have precluded issuance of a license in the first instance.
- (d) Subsection (a) shall not prohibit grocery stores licensed for the sale of only wine and malt beverages for consumption off the premises from selling wine and malt beverages within 100 yards of any college campus.

As you may know, the forthcoming alcohol license application is to change the licensed entity from Enmark Stations, Inc. ("Enmark") to Nouria Energy Retail, Inc. ("Nouria"). We understand that Enmark has lawfully sold retail package malt beverages and wine at the store for many, many years, and as such Nouria may lawfully continue such sales at the store.

Please let us know if you have any questions or require anything further.

Thank you,

Dana M. Resnick, Esq.
SARD&LEFF, LLC
3789 Roswell Road
Atlanta, Georgia 30342
Phone: (770) 644-0800
Fax: (770) 644-0808
dresnick@sardandleff.com
www.sardandleff.com

From: Ashani Paul <apaul@sardandleff.com>
Sent: Wednesday, February 26, 2025 12:55 PM
To: cyprice@maconbibb.us
Cc: Michael Sard <msard@sardandleff.com>; Dana Resnick <dresnick@sardandleff.com>; Kevin Leff <kleff@sardandleff.com>
Subject: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive, Macon, GA 31204

Good afternoon. Ms. Price,

Thank you for speaking with me. It is our understanding that there is a possible issue regarding the store location and its distance to a church. We understand that the application has been submitted to the County Attorney's Office for further review.

Per your request, please provide our office with a copy of the alcohol affidavit.

Thank you,

Ashani W. Paul
Legal Assistant

SARD&LEFF, LLC
3789 Roswell Road
Atlanta, GA 30342
Phone: (770) 644-0800
Fax: (770) 644-0808
apaul@sardandleff.com
www.sardandleff.com

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IRS Circular 230 Disclosure: As required by U.S. Treasury Regulations governing tax practice, you are hereby advised that any written tax advice contained in this communication (including any attachments) was not written

or intended to be used (and cannot be used) by any taxpayer for the purpose of avoiding penalties under the U.S. Internal Revenue Code or promoting, marketing, or recommending an arrangement relating to any Federal tax matter to any person or entity.

McClatchy

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The Belleville News-Democrat
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The Kansas City Star
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Miami Herald
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The Modesto Bee
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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
24185	633557	Print Legal Ad-IPL02155500 - IPL0215550		\$65.00	1	30 L

Attention:

SARD & LEFF LLC
3789 ROSWELL ROAD
ATLANTA, GA 30342

bharrison@sardandleff.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 February 12, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Nouria 3311 Mercer University Drive/Nouria Energy Retail, Inc. 3311 Mercer University Dr, Macon GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This February 5, 2025, Nouria Energy Retail, Inc/ c/o Sard & Leff, LLC, Applicant
IPL0215550
Feb 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:
02/05/25, 02/12/25

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.

Mary Castro

Sworn to and subscribed before me this 12th day of February in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort County



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-03-32

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-2025-250	PERMIT TYPE: Permitted Use	DATE ISSUED: 06/11/2025
PARCEL NO: N0840001	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Sard & Leff, LLC Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	3311 MERCER UNIVERSITY DR	
PROPERTY OWNER'S NAME:	Attn: Ms. Becca Shurtleff	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing convenience store with fuel sales and alcohol package to go. The business may continue its operation as it is currently. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage additions or changes authorized by this permit; signage shall require a separate zoning permit. This approval is subject to all applicable building and fire safety regulations, local business and alcohol license requirements, state alcohol license requirements and all other applicable local, state, and federal regulations related to the uses conducted at this location. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 06/11/2026

APPROVED BY: *JaRhada (Randa) Doreton*

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:	Nouria Energy Retail, Inc.	Control Number:	24207567
Business Type:	Foreign Profit Corporation	Business Status:	Active/Compliance
NAICS Code:	Retail Trade	NAICS Sub Code:	Gasoline Stations with Convenience Stores
Principal Office Address:	326 Clark Street, Worcester, MA, 01606, USA	Date of Formation / Registration Date:	11/4/2024
Jurisdiction:	Massachusetts	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name: **Corporate Service Company**
Physical Address: **2 Sun Court, Suite 400, Peachtree Corners, GA, 30092, USA**
County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
Tony El-Nemr	CEO	326 Clark Street, Worcester, MA, 01606, USA
Tony El-Nemr	CFO	326 Clark Street, Worcester, MA, 01606, USA
Tony El-Nemr	Secretary	326 Clark Street, Worcester, MA, 01606, USA

[Back](#)

[Filing History](#)

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[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?](#)

Control Number : 24207567

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

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

Nouria Energy Retail, Inc.

a Foreign Profit Corporation

has been duly formed under the laws of Massachusetts and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Profit Corporation** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Profit Corporation** is hereby granted, on **11/04/2024**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **11/12/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****Annual Registration*****Electronically Filed*****Secretary of State****Filing Date: 02/20/2025 08:50:37****BUSINESS INFORMATION**

BUSINESS NAME : Nouria Energy Retail, Inc.
CONTROL NUMBER : 24207567
BUSINESS TYPE : Foreign Profit Corporation
JURISDICTION : Massachusetts
ANNUAL REGISTRATION PERIOD : 2025

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 326 Clark Street, Worcester, MA, 01606, USA
REGISTERED AGENT NAME : Corporate Service Company
REGISTERED OFFICE ADDRESS : 2 Sun Court, Suite 400, Peachtree Corners, GA, 30092, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
Tony El-Nemr	CEO	326 Clark Street, Worcester, MA, 01606, USA
Tony El-Nemr	CFO	326 Clark Street, Worcester, MA, 01606, USA
Tony El-Nemr	Secretary	326 Clark Street, Worcester, MA, 01606, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 326 Clark Street, Worcester, MA, 01606, USA
REGISTERED AGENT NAME : Corporate Service Company
REGISTERED OFFICE ADDRESS : 2 Sun Court, Suite 400, Peachtree Corners, GA, 30092, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
Tony El-Nemr	CEO	326 Clark Street, Worcester, MA, 01606, USA
Tony El-Nemr	CFO	326 Clark Street, Worcester, MA, 01606, USA
Tony El-Nemr	Secretary	326 Clark Street, Worcester, MA, 01606, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Tony El-Nemr
AUTHORIZER TITLE : Director

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: Nouria 3311 Mercer University Dr. Name of Corporation: Nouria Energy Retail, Inc.

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

Individual:

Name and Title: Tony El-Nemr, President Telephone Number: 508-762-3777

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

Residential Street Address: 187 North Quinsigamond Ave, Shrewsbury, MA 01545

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

Mailing Address: 36 Clarks Street, Worcester, MA 01606

(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 _____
 - Shareholder holding 100 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - Corporate Officer: Yes _____ No _____
- ☐ Other
 - Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Tony Last Name: El-Nemr
Home Address: 187 N Quinsigamond Ave. City: Shrewsbury State: MA Zip: 01545
Home Phone #: 508-762-3777 Email: permits@nouriaenergy.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 326 Clark Street City: Worcester State: MA Zip: 01606

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

CERTIFICATION

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

Applicant's Signature

Date

1/23/25

I hereby certify that Tony El-Nemr 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 23rd day of January, 20 25.

[Signature]
Notary Public



September 19, 2025
My Commission Expires

Rev. 7/202121



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

TONY EL-NEMR

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-01-14

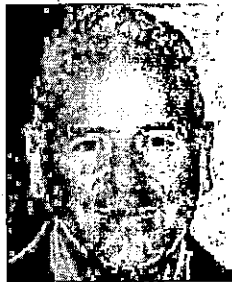
Serial No.

cert_chhk12py





Tony El-Nemr



AH001587

ALCOHOL HANDLER

EXP: 12/31/2025



Macon-Bibb County Alcoholic Beverage License Application (Change of Ownership) of
Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive
Nouria 3311 Mercer University Drive, Macon, GA 31204
Mr. Tony El-Nemr



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: Patrick Last Name: Rodriguez
Home Address: 138 Shortleaf Trail City: Richmond Hill State: GA Zip: 31324
Home Phone: 256-996-0041 Email: permits@nouriaenergy.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 326 Clark Street City: Worcester State: MA Zip: 01606

- 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.

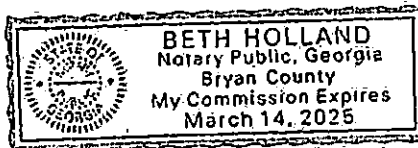
[Signature]
Applicant's Signature

01/28/2025
Date

I hereby certify that Patrick Rodriguez 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 28 day of January, 20 25.

[Signature]
Notary Public



3/14/25
My Commission Expires

Rev. 7/202121



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To:

PATRICK RODRIGUEZ

Course Completion:

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-01-02

Serial No.

cert_srlzvhqb





Patrick Rodriguez



AH001588

ALCOHOL HANDLER

EXP: 12/31/2025



Macon-Bibb County Alcoholic Beverage License Application (Change of Ownership) of

Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive

Nouria 3311 Mercer University Drive, Macon, GA 31204

Mr. Patrick Rodriguez, Proposed Agent

**D
PC**

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Restated Articles of Organization
(General Laws Chapter 156D; Section 10.07; 950 CMR 113.35)

031
021
027
024
030

- (1) Exact name of corporation: E.N.T., Inc. 043125842
- (2) Registered office address: 352 Boston Turnpike, Shrewsbury, MA 01545
(number, street, city or town, state, zip code)
- (3) Date adopted: September 4, 2007
(month, day, year)
- (4) Approved by:

(check appropriate box)

☐ the directors without shareholder approval and shareholder approval was not required;

OR

X The board of directors and the shareholders in the manner required by G.L. Chapter 156D and the corporation's articles of organization.

- (5) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02 except that the supplemental information provided for in Article VIII is not required.*

ARTICLE I

The exact name of the corporation is:

Nouria Energy Retail, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:**

The Corporation may engage in any business or transaction to the fullest extent permitted by the laws of The Commonwealth of Massachusetts to a corporation organized under Chapter 156D of the General Laws, including, without limitation by reason of enumeration, any of the following:

To sell, distribute or deal in gasoline, diesel, all types of oils and all other kinds and types of petroleum products, and engage in such other business as is usual, proper and necessary in such enterprise;

To own, operate, sell, manage or lease service stations or convenience stores and other sales outlets for the purchase and sale, at retail or at wholesale of petroleum products, groceries, supplies, newspapers, beer, wine, lottery tickets or similar items;

*Changes to Article VIII must be made by filing a statement of change of supplemental information form.
** Professional corporations governed by G.L. Chapter 156A and must specify the professional activities of the corporation.

(Client Files\BAN\305676\0001\MERGER\00981392.DOC\1)

8
PC

6-13-91

To provide any and all types of vehicle maintenance and repairs on any and all types of vehicles, including, without limitation, automobiles, trucks and motorcycles;

To sell, distribute or deal in all manner of accessories and appliances to be used on vehicles of every description;

To purchase, receive, borrow, lease or otherwise acquire, to own, hold, lend, improve, use, transfer, manage and otherwise deal with, and to sell, convey, mortgage, encumber, pledge, lease, exchange and otherwise dispose of, all or any part of its real or personal property, or any legal or equitable interest in such property, wherever located;

To purchase, receive, borrow or otherwise acquire, to use, own, hold, sell, lend, transfer and otherwise dispose of, and to pledge, exchange and otherwise deal in and with, its own shares;

To purchase, receive, subscribe for, or otherwise acquire, to own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of; and deal in and with shares or other interests in, or obligations of, any other entity;

To make contracts, incur liabilities, borrow money, issue notes, bonds, and other obligations, which may be convertible into or include the option to purchase other securities of the corporation, guaranty the debts of others, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income;

To lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayment;

To be a promoter, partner, member, associate, or manager of any partnership, joint venture, trust, limited liability company or other entity;

To conduct its business; locate offices, and exercise the powers granted by this chapter within or without The Commonwealth of Massachusetts; and

To do all things necessary or convenient to carry out its business and affairs.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	275,000			

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

None.

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

None.

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

1. Minimum number of directors. The board of directors may consist of one (1) or more individuals, notwithstanding the number of shareholders.

2. Personal liability of directors to corporation. No director shall have personal liability to the corporation for monetary damages for breach of his or her fiduciary duty as a director, notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith, or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts, or (d) for any transaction from which the director derived an improper personal benefit.

3. Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the General Laws of Massachusetts.

4. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

5. Authorization of directors to make, amend or repeal bylaws. The board of directors may make, amend or repeal the By-laws in whole or in part, except with respect to any provision thereof which, by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the By-laws, requires action by the shareholders.

6. Indemnification of directors and officers

Section 1. Definitions. In this paragraph 6, the following words shall have the following meanings unless the context requires otherwise:

"Corporation," includes any domestic or foreign predecessor entity of the corporation in a merger.

"Director" or "Officer," an individual who is or was a director or officer, respectively, of the corporation or who, while a director or officer of the corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A director or officer is considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "Officer" includes, unless the context requires otherwise, the estate or personal representative of a director or officer.

"Disinterested director," a director who, at the time of a vote or selection referred to in Section 4 of this paragraph 6, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's judgment when voting on the decision being made.

"Expenses," includes counsel fees.

"Liability," the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Party," an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"Proceeding," any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative and whether formal or informal.

Section 2. Indemnification of Directors and Officers.

(a) Except as otherwise provided in this Section, the corporation shall indemnify, to the fullest extent permitted by law, an individual who is a party to a proceeding because he or she is a director or officer, against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the corporation, or that his or her conduct was at least not opposed to the best interests of the corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of Chapter 156D or any successor provision to such Section.

(b) A director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere*, or its equivalent, is not, of itself, determinative that the director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the corporation may not indemnify a director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

Section 3. Advance for Expenses. The corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this paragraph 6, or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of Chapter 156D or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this paragraph 6, or by a court of competent jurisdiction, that he or she has not met the relevant standard of conduct described in Section 2 of this paragraph 6. Such undertaking must be an unlimited obligation of the director or officer, but need not be secured, and shall be accepted without reference to the financial ability of the director or officer to make repayment.

Section 4. Determination of Indemnification. The determination of whether a director or officer has met the relevant standard of conduct set forth in Section 2 of this paragraph 6 shall be made:

(a) if there are two (2) or more disinterested directors, by the board of directors by a majority vote of all the disinterested directors, a majority of whom shall, for such purpose, constitute a quorum, or by a majority of the members of a committee of two (2) or more disinterested directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two (2) disinterested directors, selected by the board of directors, in which selection directors who do not qualify as disinterested directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the determination.

Section 5. Notification and Defense of Claim: Settlements.

(a) In addition to and without limiting the foregoing provisions of this paragraph 6 and except to the extent otherwise required by law, it shall be a condition of the corporation's obligation to indemnify under Section 2 of this paragraph 6 (in addition to any other condition provide in the By-laws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will, or could be sought, but the failure to so notify shall not affect the corporation's objection to indemnify except to the extent the corporation is adversely affected thereby. With respect to any proceeding of which the corporation is so notified, the corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the corporation to such person of its election so to assume such defense, the corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation, other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from

the corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation, or (3) the corporation shall not, in fact, have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the corporation, except as otherwise expressly provided by this paragraph 6. The corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the corporation, or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (b) above.

(b) The corporation shall not be required to indemnify such person under this paragraph 6 for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this paragraph 6, except that if there are fewer than two (2) disinterested directors, authorization of indemnification shall be made by the board of directors, in which authorization directors who do not qualify as disinterested directors may participate. The corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the corporation nor such person will unreasonably withhold their consent to any proposed settlement.

Section 6. Insurance. The corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the corporation, or who, while a director or officer of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director or officer, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under this paragraph 6.

Section 7. Application of This Paragraph 6.

(a) The corporation shall not be obligated to indemnify or advance expenses to a director or officer of a predecessor of the corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This paragraph 6 shall not limit the corporation's power to (1) pay or reimburse expenses incurred by a director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party, or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this paragraph 6 shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this paragraph 6. All rights to indemnification under this paragraph 6 shall be deemed to be provided by a contract between the corporation and the person who serves as a director or officer of the corporation at any time while this paragraph 6 and the relevant provisions of Chapter 156D are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of The Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

Note: The preceding six (6) articles are considered to be permanent and may be changed by filing appropriate articles of amendment

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

It is hereby certified that these restated articles of organization consolidate all amendments into a single document. If a new amendment authorizes an exchange, or effects a reclassification or cancellation, of issued shares, provisions for implementing that action are set forth in these restated articles unless contained in the text of the amendment.

Specify the number(s) of the article(s) being amended: I, II, III, VI

Signed by: _____



(signature of authorized individual)

- ☐ Chairman of the board of directors,
☒ President,
☐ Other officer,
☐ Court-appointed fiduciary,

on this 10th day of SEPTEMBER, 2007

1029929

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

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1107
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cat

Restated Articles of Organization

(General Laws, Chapter 156D, Section 10.07; 950 CMR 113.35)

RECEIVED
SEP 10 2007
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

I hereby certify that upon examination of these restated articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 774.00 having been paid, said articles are deemed to have been filed with me this 10th day of September 2007, at 2:45 a.m. / p.m.

Effective date: _____

(must be within 90 days of date submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

[Signature]
Examiner
H

Name approval

C

M

Filing fee: Minimum filing fee \$100 per article amended, stock increases \$100 per 100,000 shares, plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION
Contact Information:

George W. Tetler III, Esq. c/o Bowditch & Dewey, LLP
311 Main Street
Worcester, MA 01608

Telephone: (508) 791-3511

Email: gtetler@bowditch.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SEP 10 PM 2:33
CORPORATIONS DIVISION


Examiner


Name
Approved

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL J. CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION (Under G.L. Ch. 156B)

ARTICLE I

The name of the corporation is:

E.N.T., INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To conduct the business of a service station, which business shall include dealing in gasoline and all other petroleum products, all kinds of oils and products used for motor fuel or lubrication, all manner of accessories and appliances to be used on motor vehicles of every description, and other articles and items useful to or desirable for patrons of such a service station; the washing, polishing, and storing of motor vehicles, and such other business as is usual, proper, and necessary in such enterprise.

To purchase and lease property, both real and personal.

To carry on any business which may be lawfully carried on by any corporation organized under Massachusetts General Laws, Chapter 156B as amended.

91-164004

C ☐
J ☒
M ☐
R.A. ☐


P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requires each such addition is clearly indicated.

ARTICLE III

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS

TYPE	NUMBER OF SHARES
COMMON:	100
PREFERRED:	

WITH PAR VALUE STOCKS

TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		
PREFERRED:		

ARTICLE IV

If more than one type, class or series is authorized, a description of each with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each type and class thereof and any series now established.

NONE

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

NONE

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state "None".)

See Continuation Sheet 6

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

Continuation Sheet 6Special Provisions

ONE: All corporate powers of the Corporation shall be exercised by the Board of Directors except as otherwise provided by law. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, amend or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders, and subject to the power of the stockholders to amend or repeal any By-Law adopted by the Board of Directors.

TWO: Meetings of the stockholders of the Corporation may be held anywhere within the United States.

THREE: The Corporation may be a partner in any business enterprise which it would have power to conduct by itself.

FOUR: In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation are in any way interested in or connected with any other party to such contract or transaction or are themselves parties to such contract or transaction, provided that the interest in any such contract or transaction of any such director shall at the time be fully disclosed or otherwise known to the Board of Directors. Any director of the Corporation may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize such contract or transaction and may vote and act upon any matter, contract or transaction between the Corporation and any other person without regard to the fact that he is also a stockholder, director or officer of, or has any interest in, such other person with the same force and effect as if he were not such a stockholder, director or officer or not so interested. Any contract or other transaction of the Corporation or of the Board of Directors or of any committee thereof which shall be ratified by a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for that purpose shall be as valid and as binding as though ratified by every stockholder of the Corporation, provided, however, that any failure of the stockholders to approve or ratify such contract or other transaction, when and if submitted, shall not be deemed in any way to render the same invalid or deprive the directors and officers of their right to proceed with such contract or other transaction.

FIVE: No current or former director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for or arising out of a breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not

eliminate or limit the liability of a current or former director (i) for a breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Sections 61 or 62 of Massachusetts General Laws Chapter 156B, or (iv) for any transaction from which the director derived an improper personal benefit. The foregoing provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date upon which the foregoing provision became effective. To the extent permitted by law, no amendment or deletion of the foregoing provisions of this Paragraph FIVE which restricts or limits the protections provided thereunder to current or former directors shall be effective with respect to actions and omissions of the directors occurring prior to the date said amendment or deletion became effective.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The post office address of the corporation IN MASSACHUSETTS is:

466 Lincoln St., Worcester, MA

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Tony El-Nemr	1701 Forest Park Dr., Auburn, MA	Same
Treasurer:	Tony El-Nemr	1701 Forest Park Dr., Auburn, MA	Same
Clerk:	Tony El-Nemr	1701 Forest Park Dr., Auburn, MA	Same
Directors:	Tony El-Nemr	1701 Forest Park Dr., Auburn, MA	Same

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: MAY

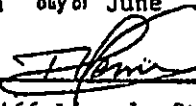
d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

None

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 12th day of June 1991


466 Lincoln St., Worcester, MA

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

SECRETARY OF
THE COMMONWEALTH

1991 JUN 12 PM 1:22

CORPORATION DIVISION

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 200.00 having been paid, said articles are deemed to have been filed with me this 13th day of June 1991

Effective date

Michael J. Connolly
MICHAEL J. CONNOLLY
Secretary of State

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than \$150 General Laws, Chapter 156B. Shares of stock with a par value less than one dollar shall be deemed to have par value of one dollar per share.

PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT

Philip D. O'Connell, Jr.
425 PARKACRE ST.
AUBURN, MASS 01501
508-832-5872
Telephone:

[EXECUTION COPY]

SUBLEASE AGREEMENT

EM ALNOUR M.T. OF GA, LLC, a Georgia limited liability company, Sublessor

and

NOURIA ENERGY RETAIL, INC., Sublessee

FEBRUARY 25, 2025

SECTION 1
REFERENCE DATA

1.1 DEFINED TERMS

Sublessor: Em AlNour M.T. of GA, LLC, a Georgia limited liability company

**Sublessor's
Address:** 326 Clark Street
Worcester, MA 01606

Sublessee: Nouria Energy Retail, Inc., a Massachusetts corporation

**Sublessee's
Address:** 326 Clark Street
Worcester, MA 01606

**Commencement
Date:** February 25, 2025

**Fixed Annual
Rent Rate:** Shall have the meaning set forth on Schedule "B" annexed hereto
and by this reference made a part hereof.

**Additional
Rent:** Any amount which Sublessee is required to pay to Sublessor under the terms
of this Sublease, other than Fixed Annual Rent.

Premises: The building(s), improvements and real property (each a "*Site*" and
collectively, the "*Sites*"), each as more fully described on Schedule "A"
annexed hereto and by this reference made a part hereof, as the same may
be amended from time to time, in accordance with and subject to the
provisions of this Sublease, together with all Sublessor's Fixtures.

Permitted**Use:**

To be used for shall mean the operation of a service station and convenience store selling gasoline and/or diesel fuel, automobile repair services (including, by way of example, brake and muffler repairs, tire repairs, tune-ups and oil changes, and auto-body work), sales of all motor fuel, petroleum, alternative fuels, ethanol and other fuel and fuel-related products, and related uses, which may include commercial billboards, electric vehicle charging stations and/or a car wash facility, if applicable, and sales of any legal goods or products typical of a convenience store with on-site fuel sales, including but not limited to the sale of prepared foods and beverages, dry goods, newspapers, magazines, sundry items, alcohol, tobacco and similar items, including a coffee shop, quick food service, drive-through or automated teller machine, and, other lawful commercial uses solely if incidental or complimentary to the foregoing; provided, however, that, notwithstanding any other provision herein, the term Permitted Use shall not include, with respect to any particular Premises, (i) any use which is prohibited by the certificate of occupancy pertaining to such Site and/or zoning rules and regulations applicable to such Premises, (ii) any use which is prohibited by any enforceable deed restriction, restrictive covenant, easement or declaration recorded in applicable real estate records on or before the Commencement Date and any Approved Easement (as defined in the Master Lease), (iii) any sale of automobiles, motorcycles, or other motor vehicles or any sale of parts for such motor vehicles except for that which is sold in conjunction with permitted automotive repair services, or (iv) any on-site dry cleaning operations (items (i) – (iv), collectively, the “*Prohibited Uses*”). With respect to each particular Premises, the Permitted Use for such Site shall include any uses of such Premises as it exists on the Commencement Date, except to the extent that such existing use constitutes a Prohibited Use (in which case, such existing use shall be discontinued on or before the Commencement Date).

1.2 SUBLEASE.

This is a Sublease subject and subordinate to the terms and conditions set forth under a certain Master Lease Agreement (the “*Master Lease*”) dated February 25, 2025, between Em AlNour M.T. of GA, LLC, a Georgia limited liability company, as lessee, and CH Realty X/CG Nouria Portfolio, L.L.C., a Delaware limited liability company, as lessor. A copy of the Master Lease has been furnished to Sublessee, and Sublessee is aware of all the terms and conditions contained therein. This Sublease is subject to all terms and conditions of the Master Lease applicable to the Premises, mutatis mutandis, as set forth in the Master Lease, as such may be amended from time to time. Except where the Master Lease is silent on an issue, or where the terms of this Sublease are more stringent than those

in the Master Lease, in the event of any conflict between any term of this Sublease and any term imposed on Sublessor by the Master Lease, the Master Lease shall control. Sublessor hereby leases to Sublessee and Sublessee hereby leases from Sublessor, the Premises.

SECTION 2
TERM, RENT, DEPOSIT, OPERATING EXPENSES
TAXES, INSURANCE

2.1 TERM.

The initial term (the "*Initial Term*") of this Sublease shall be six (6) years commencing on the date hereof (the "*Commencement Date*") and ending on the day immediately preceding the sixth (6th) anniversary of the Commencement Date (the "*Expiration Date*"). Subject to the provisions of the Master Lease, Sublessee may elect to extend the Term of this Sublease for: (i) one (1) renewal term of fourteen (14) years immediately following the Initial Term; and (ii) up to six (6) renewal terms of five (5) years each (each, a "*Renewal Term*", and together with the Initial Term, the "*Term*"), by providing written notice of its renewal election to the Sublessor, (y) with respect to the first Renewal Term of fourteen (14) years, at least twenty-one (21) months' prior to the expiration of the Initial Term, and (z) with respect to all other Renewal Terms, at least one hundred eighty (180) days prior to the expiration of the Renewal Term then in effect.

2.2 FIXED ANNUAL RENT.

During the Term, Sublessee shall pay Sublessor rent ("*Fixed Annual Rent*") at the Fixed Annual Rent Rate set forth in Section 1.1. Fixed Annual Rent for any fraction of a year comprising the Term shall be prorated. All payments due hereunder shall be made to Sublessor at the address designated in Section 1.1 or such other places as may be designated by Sublessor in writing from time to time.

2.3 TAXES.

2.3.1 PAYMENT OF REAL ESTATE TAXES.

During the Term, Sublessee shall pay as they become due (a) the real estate taxes levied, or assessed, to becoming payable for, or in respect of, the Premises for each tax period wholly included in the Term, and (b) the fraction of taxes levied or becoming payable which is allocable to any fraction of a tax period included in the Term at the beginning or end thereof.

2.3.2 SPECIAL OR BETTERMENT TAX.

If at any time after the Commencement Date and before the date on which the Term expires, any public, special or betterment assessment shall be levied or assessed or become payable for or in respect of the Premises, Sublessee may elect to pay the

assessment in installments over the longest period permitted by law, and shall pay Sublessor five (5) days before they become due in each case, the entire assessment if the election is not made, or if made, each installment becoming due during the Term, together with any interest due, and for any fraction of an installment period included in the Term, the same fraction of such installment and of interest due thereon. If Sublessee pays the entire assessment and the Term expires before the expiration of the longest period permitted by law for installment payments, upon the expiration of the Term, Sublessor shall reimburse Sublessee for the part of the period then unexpired. Sublessor shall advise Sublessee promptly of its receipt of any bill for assessments and the amount payable by Sublessee under the provisions of this section, and Sublessee shall promptly pay Sublessor as provided herein.

2.3.3 SUBLESSEE'S RIGHT TO CHALLENGE.

Notwithstanding any provisions hereof and without postponing payment, Sublessee may prosecute appropriate proceedings, at its sole expense, in the name of Sublessor or Sublessee, or both, to contest the validity or amount of any real estate taxes or assessments, or to recover payments therefor. Sublessor shall cooperate with Sublessee and provide whatever assistance Sublessee may reasonably require with respect to such proceedings.

2.4 INSURANCE.

2.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE.

Sublessee shall at its sole expense maintain throughout the Term commercial general liability insurance with a company satisfactory to Sublessor against all claims for injury to persons or property arising out of Sublessee's use, occupancy or maintenance of the Premises. Such insurance shall provide coverage in an amount reasonably accepted by Sublessor, and shall name Sublessor as an additional insured as its interest may appear.

2.4.2 CASUALTY INSURANCE.

Sublessee shall at its sole expense maintain throughout the Term insurance against loss or damage, such insurance to be in such form, with such coverages and in such amounts as required by Sublessor with a company satisfactory to Sublessor naming Sublessor as loss payee. Sublessee agrees to indemnify and hold Sublessor harmless from any loss, claim, damage or liability not covered by such insurance by reason of a deductible clause in all such policies contained in this Section 2.4.2 and Section 2.4.1 above.

2.4.3 SUBLESSEE'S INSURANCE.

All insurance policies provided herein and shall not be canceled or substantially altered without at least thirty (30) days' prior written notice in writing to both

Sublessor and Sublessee. Sublessee shall furnish Sublessor with such certificates of insurance upon Sublessor's request.

2.4.4 SUBLESSOR'S INSURANCE.

Nothing contained herein shall be deemed to prevent Sublessor from carrying additional insurance.

SECTION 3 **REPAIRS AND IMPROVEMENTS BY SUBLESSEE**

3.1 SUBLESSEE'S OBLIGATIONS.

Sublessee shall keep the Premises, including all heating, plumbing, hot water, ventilating, electrical, air conditioning, mechanical and other fixtures and equipment now or hereafter on the Premises in good order, condition and repair as they are in on the Commencement Date, reasonable use and wear only excepted; shall keep free of ice all surfaced roadways, walks, and parking and loading areas; and shall make all repairs and replacements and to do all other work necessary for the foregoing purposes. Sublessee shall not make any structural alterations or additions to the exterior of the Premises, nor any structural alterations or additions to the interior of the Premises without the prior written approval of Sublessor, which shall not be unreasonably withheld, conditioned or delayed. Any allowed alterations shall be at Sublessee's sole expense, and shall be in quality at least equal to the existing construction. Sublessee shall not injure the Premises nor diminish its value, and all such work shall be done in a good workmanlike manner using materials of good quality and in compliance with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction to regulate any such repairs. Sublessee shall pay promptly when due all charges for labor and materials in connection with any work done by or anyone claiming under Sublessee upon the Premises so that the Premises shall at all times be free of all liens arising from such work; provided, however, that Sublessee shall not be required to pay or otherwise satisfy any such claims or discharge such liens so long as Sublessee, in good faith and at its own expense, contests the same or the validity thereof by appropriate proceedings which stay enforcement of such lien. If Sublessee fails to perform any of the obligations required under this Section, Sublessor may, after thirty (30) days' prior written notice to Sublessee, make all necessary repairs and replacements to the Premises, and Sublessor may recover all costs and expense thereof from Sublessee as Additional Rent. Notwithstanding any provision to the contrary herein, Sublessee's obligations hereunder shall not include making (a) any repair or improvement necessitated by the negligence or willful misconduct of Sublessor, its agents or servants; or (b) any repair or improvement caused by Sublessor's failure to perform its obligations hereunder or any other agreement between Sublessor and Sublessee. Sublessee shall own all leasehold improvements which are not structural.

3.2 ADDITIONAL SUBLESSEE OBLIGATIONS.

In addition to those Sublessee obligations set forth in Section 3.1, Sublessee shall pay for and make other repairs and/or replacements to the Premises. Sublessee shall, at its sole cost and expense, make the repairs and replacements necessary to maintain the Premises, including but not limited to upkeep of the roof, foundation, exterior walls, interior structural walls, and all structural components of the Premises. Sublessee shall also repair and maintain all parking lots(s), sidewalks and landscaping. Sublessee shall make all repairs under this Section promptly after Sublessee learns of the need for such repairs but in any event within thirty (30) days after Sublessor or any federal, state or local official notifies Sublessee of the need for such repairs. If Sublessee fails to make such repairs within thirty (30) days after notice from Sublessor (except when the repairs require more than thirty (30) days for performance and Sublessee commences the repair within thirty (30) days and diligently pursues the repair to completion), Sublessor may, at its option, undertake such repairs and charge the reasonable cost thereof to Sublessee as Additional Rent. Notwithstanding the foregoing, in the event of an emergency, Sublessor may give Sublessee such shorter notice as is practicable under the circumstances, and if Sublessee fails to make such repairs immediately, Sublessor may immediately undertake such repairs and charge the reasonable cost thereof to Sublessee as Additional Rent.

3.3 PERMITS.

Sublessee shall, at its own expense, obtain all permits, approvals and certificates required by any governmental authority in connection with any interior alterations and shall promptly deliver copies of the same to Sublessor. Sublessee will cause Sublessee's contractors and subcontractors to carry such worker's compensation, general liability and personal and property damage insurance as Sublessor or any mortgagees of Sublessor may reasonably require.

3.4 OWNERSHIP AND REMOVAL OF FIXTURES, EQUIPMENT AND FURNISHINGS.

All personal property, furnishings, machinery, trade fixtures, equipment and improvement (trade or otherwise) which Sublessee installs, or which are present at the initiation of Sublessee's tenancy relating to the operation of Sublessee's business, in the Premises ("*Sublessee's Property*") shall remain the property of Sublessee, other than Landlord's Fixtures (as defined in Master Lease). Upon the expiration of the Term, Sublessee shall remove Sublessee's Property from the Premises and shall repair any damage to the Premises caused by such removal, including patching and filling holes. Any of Sublessee's Property not removed from the Premises at the expiration of the Term shall be deemed abandoned and shall thereupon become property of Sublessor.

SECTION 4

ADDITIONAL CONVENANTS OF SUBLESSOR AND SUBLESSEE

4.1 CONDITION AND DELIVERY OF PREMISES.

Sublessor shall deliver the Premises to Sublessee on the Commencement Date. Sublessor makes no representations or warranties as to the condition of the Premises, including, without limitation, the condition of the foundation, roof, exterior walls, plumbing, electrical and other mechanical systems or whether the Premises complies with any and all federal, state, and local laws, ordinances and regulations.

4.2 INSPECTION AND MODIFICATION OF PREMISES.

Sublessee acknowledges that it has inspected the Premises and will accept the same in the same condition they now are, reasonable wear and use excepted. Sublessor agrees to allow Sublessee to make such reasonable improvements as are necessary for its operations, subject to the provisions of the Master Lease and Section 3 hereof.

4.3 USE, WASTE, NUISANCE.

Throughout the Term, Sublessee may use and occupy the Premises and use the Premises for the use stated in Section 1.1 and for any other lawful use. Sublessee shall not injure, overload, deface or commit waste on the Premises, nor permit the occurrence of any nuisance therein.

4.4 COMPLIANCE WITH LAW.

During the Term, Sublessee, at its expense, shall comply promptly with all laws, rules, and regulations made by any governmental authority having jurisdiction over Sublessee's use of the Premises pertaining to (a) the physical condition of any improvements constructed by Sublessee within the Premises, and (b) Sublessee's business operations in the Premises, subject to the provisions of Section 4.9 hereof.

4.5 ASSIGNMENT AND SUBLETTING.

Sublessee covenants that it will not assign this Sublease, in whole or in part. Sublessee shall, however, be permitted to sublet the Premises, or any portion thereof, or otherwise transfer its interest or right to possession under this Sublease, provided, however, that Sublessee's obligations under this Sublease shall not be diminished, waived or released and that any sublease shall comply with the terms of the Master Lease.

4.6 SURRENDER OF PREMISES.

At the termination of its tenancy, Sublessee shall surrender the Premises to Sublessor in broom clean condition, except for ordinary wear and tear, damage by fire, casualty or taking whether or not insured against.

4.7 ENTRY FOR REPAIRS AND INSPECTIONS.

Sublessee shall permit Sublessor and its agents to enter and examine the Premises at reasonable times and, if Sublessor shall so elect, to make any repairs or replacements Sublessor may deem necessary as provided in Sections 3.1 and 3.2.

4.8 COVENANT OF QUIET ENJOYMENT.

Sublessor covenants and agrees with Sublessee and its representatives, that they, performing the covenants herein contained on its part to be paid and performed, shall peaceably hold and enjoy the Premises during the Term without hindrance or interruption by Sublessor.

4.9 HAZARDOUS WASTE/INDEMNITIES.

4.9.1 SUBLESSEE'S COVENANTS.

Sublessee shall require each of its employees, representatives and agents, and each other party over whom Sublessee has supervision or control, to comply with all applicable Environmental, Health and Safety Laws (as defined herein).

4.9.2 SUBLESSEE'S INDEMNITY.

Sublessee agrees to indemnify and hold harmless Sublessor and its officers, directors, shareholders, employees, contractors, agents, successors and assigns from and against any claims, judgments, damages, penalties, fines, expenses, liabilities, or losses of any kind or nature whatsoever arising out of, or in any way relating to or caused by (a) the presence, release or disposal of any Toxic or Hazardous Substances (as defined herein) (i) on or from the Premises after the Commencement Date, or (ii) on any other property, which such Toxic or Hazardous Substances have emanated to or from the Premises after the Commencement Date or may emanate to or from the Premises after the Commencement Date, or (b) any violation of Environmental, Health and Safety Laws (as defined herein) with respect to any condition at the Premises after the Commencement Date, including the emanation of such substances to or from the Premises after the Commencement Date. Notwithstanding the foregoing, Sublessee's indemnity shall not include matters for which Sublessor has agreed to indemnify Sublessee as provided in Section 4.9.3.

The indemnifications provided by this Section 4.9.2 shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local government agency or political subdivision or other third party because of the presence or suspected presence of Hazardous Substances in the soil, ground water or soil vapor on or under the Premises. The foregoing environmental indemnity shall survive the expiration, termination or any permitted assignment of this Sublease.

For the purposes hereof, the following terms shall mean:

"Environmental Health and Safety Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Occupational Safety and Health Act of 1970, each as amended to and in effect on the Commencement Date, together with all other laws in effect on the Commencement Date (including rules,

regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of any federal, state or local authorities concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws in effect on the Commencement Date relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes into ambient air, surface water, ground water, or land or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes. "*Toxic or Hazardous Substances*" means any materials defined as such by any Environmental Health and Safety Laws applicable to the Premises.

4.9.3 SUBLESSOR'S INDEMNITY.

Sublessor agrees to indemnify and hold harmless Sublessee and its officers, directors, shareholders, employees, contractors, agents, successors and assigns from and against any claims, judgments, damages, penalties, fines, expenses, liabilities, or losses caused by the release or disposal by Sublessor during or prior to the occupancy of the Premises by Sublessee of any Toxic Hazardous Substances or any violation of Environmental, Health and Safety Laws.

SECTION 5 **CASUALTY AND TAKING** **DAMAGE OR DESTRUCTION BY FIRE OR CASUALTY**

5.1 CASUALTY.

If the Premises shall be damaged by fire or other casualty, then Sublessor shall use its best efforts to repair, rebuild or restore the Premises within ninety (90) days of the date on which such damage occurs. If such casualty shall not be repaired within ninety (90) days, or the casualty shall be so extensive that despite the good faith efforts of Sublessor, restoration or repair cannot be effected, or is not in fact effected, within ninety (90) days of the date on which such damage occurs, then Sublessee may elect to terminate this Sublease thereafter by written notice to Sublessor of such election, effective as of the date of such damage or destruction. If Sublessee does not give notice of Sublessee's election to terminate as provided herein, then Sublessor shall, subject to the provisions of this Section, diligently continue to completion the repair of such damage so that the Premises are restored to a condition of similar quality,

5.2 CONDEMNATION.

If any portion of the Premises are taken under the power of eminent domain, or sold by Sublessor under the threat of the exercise of said power (a "*Condemnation*"), this Sublease shall terminate only if and to the extent set forth in the Master Lease.

5.2.1 TERMINATION.

If as a result of any Condemnation of any portion of the Premises, the portion of the Premises remaining is no longer reasonably suited for the conduct of Sublessee's usual business, as determined in Sublessee's reasonable business judgment, then Sublessee may terminate this Sublease if and to the extent permitted under the Master Lease.

5.2.2 RESTORATION.

If this Sublease is not terminated in accordance with the provisions hereof, (a) it shall remain in full force and effect as to the portion of the Premises remaining, provided the Fixed Annual Rent and all other charges payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking, and (b) Sublessor shall use the condemnation award to restore the Premises as soon as reasonably practicable to a complete unit of the same quality, character and utility for Sublessee's purposes existing prior to the condemnation.

Notwithstanding anything contained herein to the contrary, if the restoration of the Premises is not commenced within thirty (30) days of Sublessor's receipt of the condemnation award or is not completed within one hundred twenty (120) days of the Condemnation Date, then Sublessee may terminate this Sublease at any time before Sublessor completes the restoration. If this Sublease is terminated, Sublessor shall return any deposits, all prepaid Fixed Annual Rent and other prepaid sums to Sublessee within thirty (30) days of such termination.

5.2.3 AWARD.

Sublessor and Sublessee may each pursue any condemnation award to which it is entitled by applicable law. Sublessee may recover from the condemning authority or from Sublessor (if Sublessee can show that such amount was included in Sublessor's award) that portion of any net award or payment attributable to Sublessee's property. For the purposes hereof, a "net" award or payment shall mean the entire award or payment for such taking less the actual and reasonable expenses incurred in collecting such award or payment.

SECTION 6 **DEFAULT**

6.1 SUBLESSEE'S DEFAULT.

The occurrence of any one or more of the following events constitutes a default and breach of the Lease by Sublessee: (a) the failure to pay the Fixed Annual Rent or any portion thereof, Additional Rent or any portion thereof, or any other sum, due within ten (10) days after written notice; (b) the failure to observe or perform any other term covenant, or condition of this Sublease required to be observed or performed by Sublessee within thirty (30) days after written notice (provided that if correction of any such matter reasonably

requires longer than thirty (30) days and Sublessee so notifies Sublessor within twenty (20) days together with an estimate of time required for such cure, Sublessee shall be allowed such longer period, but only if such delay does not cause increased risk of damage to persons or property); or (c) any sublessee or assignee of Sublessee's interest hereunder executes an assignment for the benefit of creditors, trust mortgage or similar document; (d) if Sublessee is or becomes insolvent; or (e) if a receiver, guardian, conservator, trustee, custodian or similar officer is appointed for any part of the property of Sublessee; or (f) if a petition under any insolvency or bankruptcy law, including a petition for reorganization is filed by or against Sublessee; then, and in any of said cases, Sublessor may (1) terminate Sublessee's right to possession of the Premises by any lawful means, in which case this Sublease shall terminate and Sublessee shall surrender possession of the Premises to Sublessor within thirty (30) days after written notice from Sublessor to Sublessee, in which Sublessor shall be entitled to recover from Sublessee all damages incurred by Sublessor by reason of Sublessee's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises for uses similarly to Sublessee's uses and the Annual Base Rate and Additional Rent as it becomes due hereunder; or (2) maintain Sublessee's right to possession, in which case this Sublease shall continue in effect whether or not Sublessee shall have abandoned the Premises, in which event, Sublessor shall be entitled to enforce all of Sublessor's rights and remedies under this Sublease including the right to recover Fixed Annual Rent and Additional Rent as it becomes due hereunder. With respect to any remedy exercised by Sublessor, Sublessor shall have an affirmative obligation to obtain another Sublessee for the Premises at a fair market rental and to otherwise mitigate its damages.

6.2 SUBLESSOR'S DEFAULTS.

The occurrence of any one or more of the following events shall constitute a default and breach of this Sublease by Sublessor: (a) the failure of Sublessor to observe or perform any term, covenant, or condition of this Sublease required to be observed, kept, or performed by Sublessor within thirty (30) days after written notice thereof, (provided that if correction of any such matter reasonably requires longer than thirty (30) days and Sublessor so notifies Sublessee within twenty (20) days together with an estimate of time required for such cure, Sublessor shall be allowed such longer period, but only if such delay does not cause increased risk of damage to persons or property); or (b) the failure of any representation or warranty to be true when deemed given hereunder. In the event of a default by Sublessor, Sublessee at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and deduct the costs thereof (including reasonable attorneys' fees) from the installment of Fixed Annual Rent next due; (b) to pursue the remedy of specific performance; (c) to seek money damages for losses arising from Sublessor's failure to discharge its obligations under the Lease; and (d) to terminate this Sublease. Nothing contained herein shall relieve Sublessor from its obligations hereunder, nor shall this Section be construed to obligate Sublessee to perform any of Sublessor's obligations.

SECTION 7 **PAYMENT OF UTILITIES**

7.1 UTILITIES.

Sublessee expressly covenants to pay directly to the proper authorities charged with the collection thereof all charges for heat, water, sewer, gas, electricity, telephone, rubbish and garbage removal and other utilities or services used or consumed on the Premises. Sublessor shall be under no obligation to pay the cost of any utilities to the Premises. Sublessee shall indemnify and hold harmless Sublessor from any claims, suits, charges, losses or damages resulting from Sublessee's failure to pay all costs and charges for such utilities.

SECTION 8 **MISCELLANEOUS PROVISIONS**

8.1 SUBORDINATION OF LEASE.

Sublessee agrees at the request of Sublessor to subordinate this Sublease to any mortgage, deed of trust or other security interest hereafter created covering the Premises or any portion of the Premises and to any renewal, modification, replacement or extension of such mortgage, deed of trust or security interest and to any and all advances made or to be made thereunder, provided the mortgagee, trustee or holder of such security interest agrees, for itself that its successors and assigns, that so long as Sublessee shall not be in default under this Sublease, the mortgagee, trustee or other holder of such security interest and its successor and assigns will not disturb the peaceful, quiet enjoyment of the Premises by Sublessee.

8.2 SUCCESSORS AND ASSIGNS.

It is agreed that the covenants and conditions in this Sublease contained on the part of Sublessee to be performed and observed shall be binding upon Sublessee and its successors and assigns and shall inure to Sublessor and its successors and assigns, and the covenants and conditions in this Sublease contained on the part of Sublessor to be performed and observed shall be binding upon Sublessor and its successors and assigns and shall inure to the benefit of Sublessee and its successors and assigns.

8.3 SEVERABILITY.

If any provision of this Sublease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of this Sublease or of such provision and application thereof to other persons and circumstances shall not be affected thereby.

8.4 NOTICE.

If either party is required by reason of the provisions of this Sublease to act or refrain from acting in any particular instance it shall be a condition precedent to such obligation that written notice thereof shall first be given.

All notices required or deemed necessary by the terms of this Sublease shall be deemed to have been duly given or served if in writing and forwarded by certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom it is to be given or served to the parties as indicated in Section 1.1 (which may be changed by the parties from time to time upon notice as required in this section).

8.5 GOVERNING LAW.

Each of Sublessor and Sublessee hereby agrees that the State of Georgia has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects (including, without limiting the generality of the foregoing, matters of construction, validity and performance) this Sublease and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Georgia applicable to contracts made and performed therein and all applicable law of the United States of America; except that, at all times, the provisions for the creation of the leasehold estate, enforcement of Sublessor's rights and remedies with respect to right of re-entry and repossession, surrender, delivery, ejectment, dispossession, eviction or other in-rem proceeding or action regarding any of the Sites shall be governed by and construed according to the laws of the state in which such Site is located, it being understood that, to the fullest extent permitted by law of such State, the law of the State of Georgia shall govern the validity and the enforceability of this Sublease, and the obligations arising hereunder. To the fullest extent permitted by law, Sublessee hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Sublease. Any legal suit, action or proceeding arising out of or relating to this Sublease shall be instituted in any federal or state court sitting in the County of Worcester and The Commonwealth of Massachusetts and the parties hereto each waive any objection which it may have to the laying of venue of any such suit, action or proceeding in such County and State. Sublessee and Sublessor hereby expressly and irrevocably submit to the jurisdiction of any such court in any suit, action or proceeding. Notwithstanding the foregoing, nothing herein shall prevent or prohibit Sublessor from instituting any suit, action or proceeding in any other proper venue or jurisdiction in which the Premises is located or where service of process can be effectuated.

8.6 HEADINGS.

Section and section headings are not a part hereof and shall not be used to interpret the meaning of this Sublease.

8.7 BROKERAGE.

Sublessor and Sublessee warrant and represent that they have not commissioned a broker in regards to the consummation of this Sublease.

8.8 INTEGRATION.

This Sublease forms the complete and entire understanding with respect hereto between the parties, and merges all prior and contemporaneous negotiations and understandings. This Sublease may not be modified or amended except by a written instrument. The parties hereto rely on no representations other than those set forth herein.

8.9 TERMINATION OF MASTER LEASE.

If for any reason the Term of the Master Lease shall terminate prior to the Term of the Sublease pursuant to the terms of the Master Lease, this Sublease shall automatically be terminated.

[Signature Page Follows]

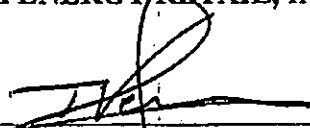
IN WITNESS WHEREOF, the parties have executed this document, effective as of the date first set forth above. .

EM ALNOUR M.T. OF GA, LLC

By: Nouria Energy Realty, LLC, its Managing Member

By: 
Tony El-Nemr, Manager

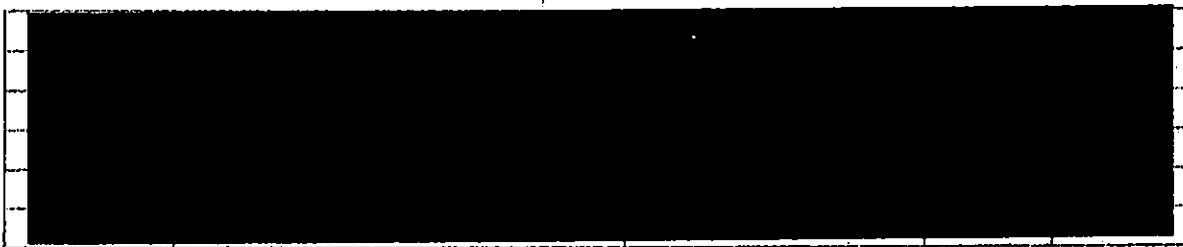
NOURIA ENERGY RETAIL, INC.

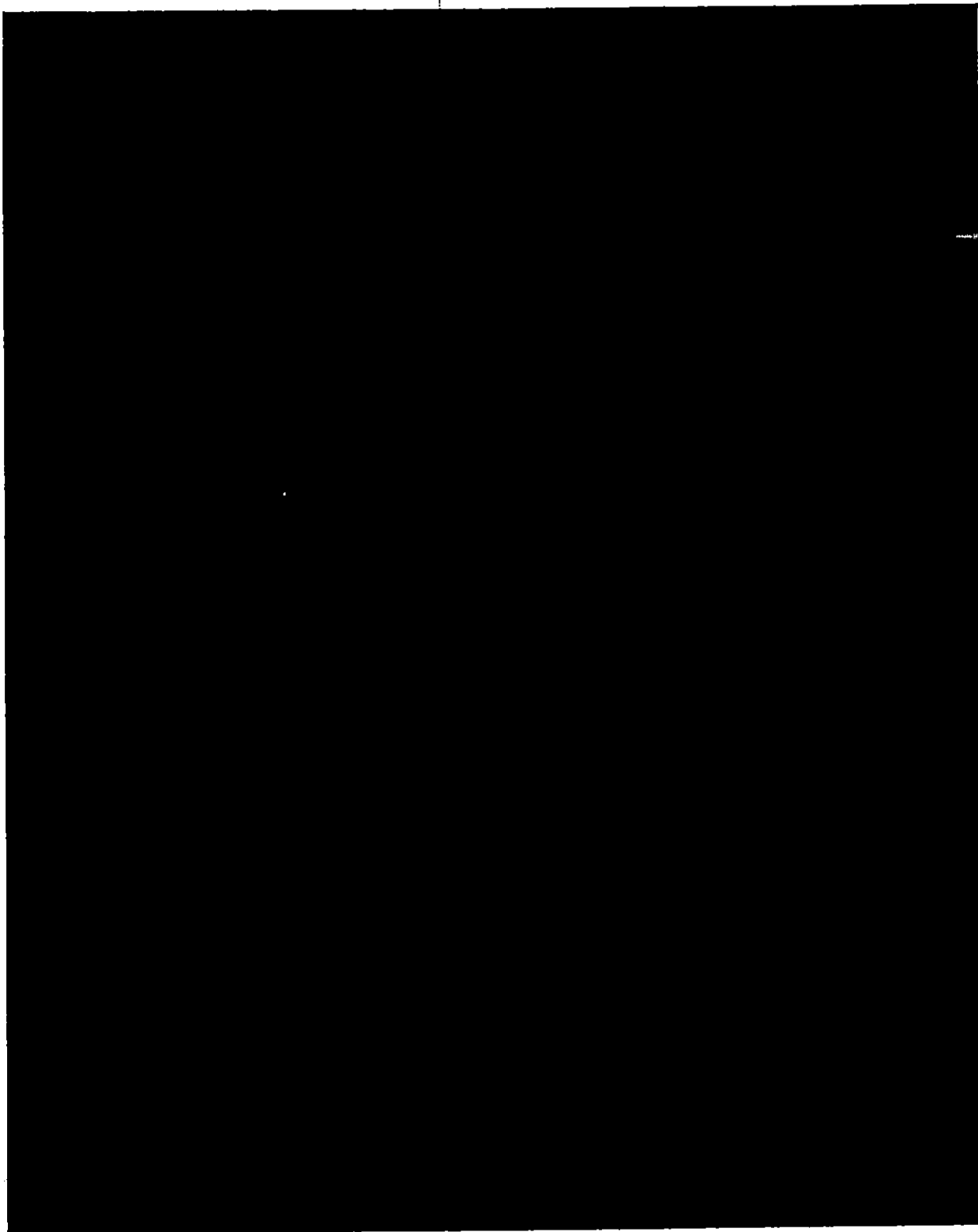
By: 
Tony El-Nemr, President

SCHEDULE "A"**SITES**

	Address	City	State	Zip Code
1.	14000 Abercorn Expressway	Savannah	GA	31419
2.	10 Eisenhower Drive	Savannah	GA	31406
3.	610 S. Slappey Blvd	Albany	GA	31707
7.	402 7th Street	Cordele	GA	31015
8.	1316 E. DeRenne Ave	Savannah	GA	31406
9.	2307 US Hwy 80	Dublin	GA	31021
10.	106 Ocilla Hwy	Fitzgerald	GA	31750
13.	4318 Ogeechee Rd	Savannah	GA	31405
14.	4230 Augusta Road	Garden City	GA	31408
15.	715 E. Oglethorpe Hwy	Hinesville	GA	31313
19.	405 MLK Jr. Blvd	Savannah	GA	31401
20.	217 N. Highway 25	Millen	GA	30442
21.	4202 Montgomery St	Savannah	GA	31405
22.	3024 E. Victory Dr	Thunderbolt	GA	31404
23.	3219 Skidaway Road	Savannah	GA	31405
24.	565 Northside Dr. E.	Statesboro	GA	30458
25.	609 S. Main St	Swainsboro	GA	30401
26.	1819 Tift Ave	Tifton	GA	31794
28.	701 E. Park Ave/Lee St	Valdosta	GA	31602
29.	101 Northside Drive	Valdosta	GA	31602
30.	1401 E. First St	Vidalia	GA	30474
31.	7406 Waters Avenue	Savannah	GA	31406
33.	175 Johnny Mercer Blvd	Savannah	GA	31410

34.	1601 Ocila Hwy	Douglas	GA	31533
35.	256 Brumby Ave	Reidsville	GA	30453
36.	176 Hwy 121 North	Cobbtown	GA	30420
37.	4943 Scarboro And Hwy 17	Rockyford	GA	30455
38.	11858 Oglethorpe Hwy	Midway	GA	31320
39.	277 West Liberty Ave	Lyons	GA	30436
40.	115 West Brazell St	Reidsville	GA	30453
41.	612 South State St	Lyons	GA	30436
42.	301 South Main St	Glennville	GA	30427
43.	6640 Hwy 67 & I-16	Brooklet	GA	30415
44.	29 Willacoochee Hwy	Douglas	GA	31533
45.	16500 Hwy 80 East	Brooklet	GA	30415
46.	649 West Barnard St	Glennville	GA	30427
47.	770 South Main St	Hinesville	GA	31313
48.	791 Elma G Miles Pkwy	Hinesville	GA	31313
49.	904 Elma G Miles Pkwy	Hinesville	GA	31313
50.	201 North Duval Street	Claxton	GA	30417
51.	27215 Hwy 80 West	Portal	GA	30450
52.	17792 Hwy 80 East	Brooklet	GA	30415
53.	7043 Shellman Bluff Rd	Townsend	GA	31331
54.	17874 Hwy 67	Statesboro	GA	30458
55.	203 East Bacon St	Pembroke	GA	31321
57.	7002 Hwy 21	Wentworth	GA	31407
58.	3651 Hwy 17	Richmond Hill	GA	31324
59.	15163 GA Hwy 144	Richmond Hill	GA	31324
60.	1264 US Hwy 80 E	Pooler	GA	31322
62.	907 E. Hwy-80	Pooler	GA	31322
63.	217 Richard Russell Pkwy	Warner Robins	GA	31088
64.	221 Bobby Jones Expressway	Augusta	GA	30907
65.	609 S. Houston Lake Rd	Warner Robins	GA	31088
67.	3311 Mercer University Blvd	Macon	GA	31204
68.	510 S. Harris Street	Sandersville	GA	31082
69.	3098 Watson Blvd	Warner Robins	GA	31093
70.	311 E. 5th Street	Tifton	GA	31794
71.	2800 N. Slappey Blvd	Albany	GA	31707
72.	2424 Clark Avenue	Albany	GA	31707





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: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive

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.

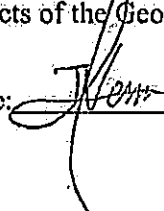
This _____ day of _____, 20____.

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.

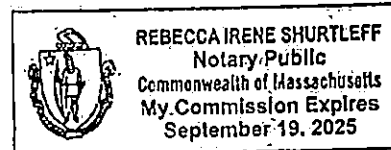
Individual/Owner's Signature:  Date: 11/7/25
(If different from Agent)

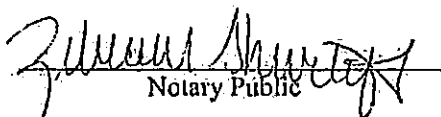
Title: President

Business Name: Nouria Energy Retail, Inc.

I hereby certify that Tony El-Nemr (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 7th day of January, 2025.




Notary Public

September 19, 2025
My Commission Expires

Agent Certification

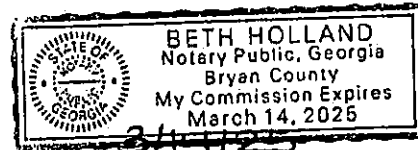
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct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

Agent's Signature: [Signature] Date: 01/20/2025
 Business Name: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive

I hereby certify that Patrick Rodriguez (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 20 day of January, 2025.

[Signature]
 Notary Public



3/14/25
 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: President

Business Name: Nouria Energy Retail, Inc.

I hereby certify that Tony El-Nemr (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 7th day of January, 2025.

 Notary Public

September 18, 2025
 My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive

Business Address: 3311 Mercer University Drive, Macon, GA 31204

Instructions:

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

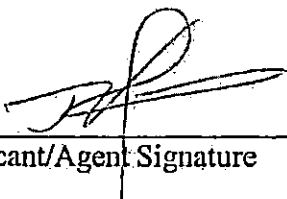
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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

Definitions:

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

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


Applicant/Agent Signature

1/23/2025
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*

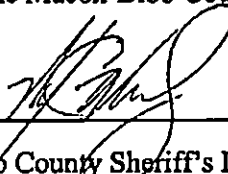
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive

Business Address: 3311 Mercer University Drive, Macon, GA 31204

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


 Bibb County Sheriff's Designee

7227
 Badge No.

06/18/2025
 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.


 Applicant/Agent Signature

06/18/25
 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

Tony El-Nemr, President

Print Name

1/23/2025

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 of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the FBI website.



Patrick Rodriguez

01/13/2025

Signature

Print Name

Date



Alcohol License Questionnaire

Name of Business: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive
 Owner's Name: Nouria Energy Retail, Inc.
 Address: 3311 Mercer University Drive

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

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

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

Please circle one: Relation, see below ☒ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ 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

Tony El-Nemr

Print Name

1/23/2025
 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.

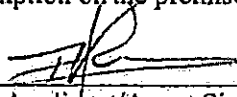
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive

Business Address: 3311 Mercer University Drive, Macon, GA 31204

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

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


Applicant/Agent Signature

1/23/2025
Date

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Tony El-Nemr, President
2. Name of the subject of this Certificate, if different from the applicant:
Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Mr. Tony El-Nemr is the sole shareholder of Nouria Energy Corporation, which is the sole shareholder of Nouria Energy Retail, Inc.

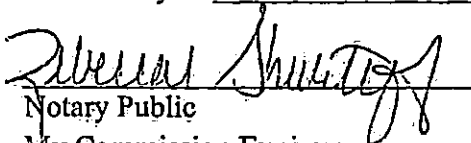
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Tony El-Nemr

Print and Sign Name

Sworn to and subscribed before me this

23rd day of January, 2025.


Notary Public

My Commission Expires:
September 19, 2025

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Nouria Energy Retail, Inc.
2. Name of the subject of this Certificate, if different from the applicant:
Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Mr. Tony El-Nemr is the sole shareholder of Nouria Energy Corporation, which is the sole shareholder of Nouria Energy Retail, Inc.

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.

Tony El-Nemr

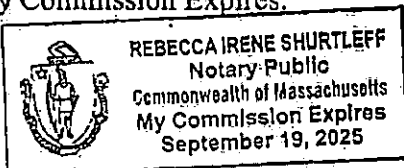
Print and Sign Name

Sworn to and subscribed before me this

day of January 23, 2025.

Rebecca Irene Shurtleff
Notary Public

My Commission Expires:



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: CH Realty X/CG Nouria Portfolio, L.L.C., land owner
2. Name of the subject of this Certificate, if different from the applicant:
Nouria Energy Retail, Inc. d/b/a Nouria 3311 Mercer University Drive
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.

CH Realty Investors X, L.P., as 100% owner

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.

CH Realty X/CG Nouria Portfolio, L.L.C.
By: Fund X Managers, L.L.C., its manager

By: _____

Rodney Whitley, Vice President

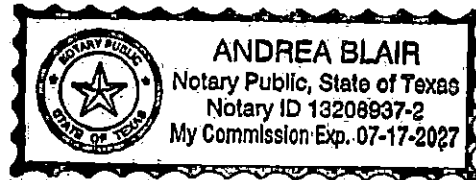
Sworn to and subscribed before me this

30th day of January, 2025.

Andrea Blair

Notary Public

My Commission Expires: 07.17.2027





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

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL RENEWAL APPLICATION

Applicant Name: Tony El-Nemr – Prints completed 06/25/25, Patrick Rodriguez – Prints completed 07/01/25

Business Name: Nouria Energy Retail Inc dba Nouria 3311 Mercer University Drive

Business Address: 3311 Mercer University Drive, Macon GA 31204

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

After investigation, I recommend that the license requested herein be:		
Granted	DocuSigned by: 7/12/2025 Sheriff, Macon-Bibb County, Georgia Date	
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia Date	

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 8/1/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 5, 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 #: 33-2915650 State Tax ID #: 20304371816
 Business Name: Thunderbird Package store 9 Corporate and Trade Name: MOGAL INC
 Local Business Address: 2585 Emery Hwy, Suite 7, Macon, GA 31217
(P.O. Box Not Allowed) City State Zip
 Mailing Address: SAME
 Street Address (City State Zip)
 Local Business Phone #: 478-951-1657 Email Address: thunderbirdpackages@gmail.com
 Contact Person: Vishal Dave Contact Phone #: 478-342-7028

AGENT

Agent's Name: Vishal Dave Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 5017 Tucker Ridge City: Macon State: GA Zip: 31210
 Home Phone #: 478-951-1657 Email: vdave1953@gmail.com
 Mailing Address: 2585 Emery Hwy City: Macon State: GA Zip: 31217

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. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Vishal Jitendra Dave		
Address	5017 Tucker Ridge, Macon, GA 31210		
Sex	Race	Date of Birth	Social Security Number
Male	Asian		

This authorization is valid for 180 days from date of signature.

I, Vishal Dave give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Signature [Signature] Date 05/16/25

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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.**

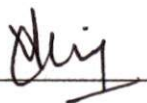
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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: THUNDERBIRD PACKAGE STORE 9.

Printed Name of Applicant: VISHAL DAVE

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 17 DAY OF June, 2025.


 NOTARY PUBLIC

June 21, 2025
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: Darshamaba Dave
PROPOSED LICENSE: BEER, WINE, LIQUOR TO GO
BUSINESS LOCATION: 2585 Emery Hwy, MACON, GA
BUSINESS NAME: MOGAL INC.

To Be Completed by County Engineer

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

X Comply _____ Does not comply

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

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

___ Yes ___ No X Not Applicable

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

Date: 5/23/25

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 DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.

600' - school ground, school building, education building, or college campus. (revised 8-23-23) PJH

Mogul Inc. (Thunderbird Package)

#2585 Emery Highway

1,950' — CHURCH BUILDING 300'

Mt. Calvary Baptist Church

1,800' — CHURCH PROPERTY

Mt. Calvary Baptist Church

2,350' — M-B COUNTY RECREATION CENTER property line

Delores A. Brooks Recreation Center

13,150' — ALCOHOL TREATMENT CENTER building

River Edge - Emery Highway

8,350' — PUBLIC LIBRARY or BRANCH building

Shurline Branch

8,000' — MHA property line

Davis Homes

9,650' — SCHOOL GROUND property line 600'

Berd Elementary School

10,000' — SCHOOL BUILDING

Berd Elementary School

10,000' — EDUCATION BUILDING

Berd Elementary School

14,000' — COLLEGE CAMPUS

Mercer University - #433 Cherry Street

2,150' — Existing PACKAGE STORE (1500'+ required)

J P Liquor

#2900 Jeffersonville Road

OK!
Paul J. Hoinowski
April 4, 2025

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
39947	9543	Legal Ad - IPL0236159		1.0	31.0L

ATTENTION: Darshanaba Dave
2585 Emery Hwy, Suit 1
Macon, GA 31217
thunderbirdpackages@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Liquor, Beer, Wine Pack-
age To Go.

Pursuant to the ordinance adopted by
the Macon-Bibb County Commission,
dated December 4, 2018, as now or
hereafter amended, notice is here-
by given that on or after the June 4,
2025, the undersigned will apply to
said Macon-Bibb County Commission
for the above-described license(s)
at an establishment known as Mogal
Inc dba Thunderbird Package store
9, 2585 Emery Hwy, Suit 1, Macon
,GA 31217. The public is invited to
comment on the proposed license
by submitting comments in writing
to Macon-Bibb County Tax Commis-
sioner's Office, Attn: Alcohol License
Comments, 188 Third Street, Macon,
GA 31201 within fourteen days of the
date shown below.

This June 11, 2025, Darshanaba Dave,
Applicant
IPL0236159
Jun 4, 11 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:

2.0 Insertion(s) published on:
06/04/25 Print, 06/11/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sherry Chasteen



Sherry Chasteen

Julie A Ambry



Sworn to and subscribed before me this 5th day of June in the year of
2025



Online Notary Public. This notarial act involved the use of online audio/video communication
technology. Notarization facilitated by SIGNIX®

Notary Public in and for the state of South Carolina,
residing in Beaufort County



ZONING COMPLIANCE

PERMIT NO: ZC-2025-443	PERMIT TYPE: Permitted Use	DATE ISSUED: 03/04/2025
PARCEL NO: T0740007	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Darshanaba Dave Mogal Inc DBA Thunderbird Package	
PROPOSED USE:	Change of ownership package store	
ADDRESS OF PROPOSED USE:	2585 EMERY HWY STE 1	
PROPERTY OWNER'S NAME:	SHRI CHOTILA CHAMUNDA INC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 03/04/2026

APPROVED BY: *John Langstaff*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****Amended Annual Registration*****Electronically Filed*****Secretary of State****Filing Date: 6/16/2025 4:58:50 PM****BUSINESS INFORMATION**

BUSINESS NAME : Mogal Inc
CONTROL NUMBER : 25009608
BUSINESS TYPE : Domestic Profit Corporation
FILING TYPE : Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS, REGISTERED AGENT, AND OFFICERS

PRINCIPAL OFFICE ADDRESS : 2585 Emery Hwy, Macon, GA, 31217, USA
REGISTERED AGENT NAME : Vishal Dave
REGISTERED OFFICE ADDRESS : 5017 Tucker Ridge, Macon, GA, 31210, USA
REGISTERED OFFICE COUNTY : Bibb

OFFICER	TITLE	ADDRESS
Vishal Dave	CEO	5017 Tucker Ridge, Macon, GA, 31210, USA
Vishal Dave	CFO	5017 Tucker Ridge, Macon, GA, 31210, USA
Vishal Dave	Secretary	5017 Tucker Ridge, Macon, GA, 31210, USA

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS : 2585 Emery Hwy, Suite 1, Macon, GA, 31217, USA
REGISTERED AGENT NAME : Vishal Dave
REGISTERED OFFICE ADDRESS : 5017 Tucker Ridge, Macon, GA, 31210, USA
REGISTERED OFFICE COUNTY : Bibb

OFFICER	TITLE	ADDRESS
Vishal Dave	CEO	5017 Tucker Ridge, Macon, GA, 31210, USA
Vishal Dave	CFO	5017 Tucker Ridge, Macon, GA, 31210, USA
Vishal Dave	Secretary	5017 Tucker Ridge, Macon, GA, 31210, USA

After the above change(s) are made, the address of the entity's registered office and the business address of the

registered agent will be identical.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Vishal Dave
AUTHORIZER TITLE : Officer

Ownership Disclosure Form

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

Business:

Trade Name: Thunderbird Package store Name of Corporation: MOGAL INC

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

Individual:

Name and Title: Vishal Dave (owner) Telephone Number: 478-342-7028

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

Residential Street Address: 5017 Tucker Ridge, Macon, GA 31210

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

Mailing Address: 2585 Emory Hwy, Suite 1, Macon, GA 31217
(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 _____

○ Shareholder holding 100 % of all outstanding ownership interests.

☐ Publicly Traded Company

○ Corporate Officer: Yes _____ No _____

☐ Other

○ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Vishal Last Name: Dave
Home Address: 5017 Tucker Ridge City: Macon State: GA Zip: 31210
Home Phone #: 478-951-1657 Email: thunderbirdpackages@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 2585 Emery Hwy City: Macon State: GA Zip: 31217

- 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

5/16/25
Date

I hereby certify that Vishal Dave 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 17th day of June, 20 25.

[Signature]
Notary Public



June 21, 2025
My Commission Expires



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

VISHAL DAVE

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-06-17

Serial No.

cert_t85grt2d





Vishal Dave



AH001591
ALCOHOL HANDLER
EXP: 12/31/2025

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT, made effective the 1st day of December 2024, by and between Shri Chotila Chamunda Inc , a Georgia limited liability company with an address of 2104 Reserve LN, Augusta, GA 30907 ("Landlord") and MOGAL INC, A Georgia limited liability Company with an address of 2585 Emery Hwy , Suit 1, Macon , GA 31217.

WITNESSETH:

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

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, property and improvements located at 2585 Emery Hwy, Suit 1, Macon , GA 31217 and more particularly described in Exhibit "A" (the "Premises").

2. **Term of Lease.** The Term of this Lease shall commence on the 1st day of December 2024 and , unless sooner terminated as hereinafter provided, shall expire on the 30th day of November 2029. 2nd term of This Lease may be Auto renewed, unless terminated sooner as provided hereinafter, for additional Three (5) year term ("Renewal Term") by Tenant provided Tenant is not in default at time of notice and renewal date. Tenant must give written notice of its election to renew, at least One Hundred Twenty (120) days prior to the end of the Term.

3. **Rental.** (a) Tenant agrees to pay Landlord, at 2104 Reserve LN, Augusta , GA 30907 or at any other address as designated by Landlord, promptly on the first day of each month in advance, during the Term and the Renewal Term of this Lease, rent as follows:

Years 1	\$ 4,800 per Month.
Years 2-5	\$ 5,500 per Month.
Years 6-10	\$ 6,000 per Month.

An additional sum of ten percent (10%) of any rental payment made subsequent to the grace period after due date shall be paid by Tenant to Landlord. The first month's rent shall due and payable at the execution of this lease.

4. **Utility Bills and Taxes.** Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light, and heat for the leased

V.D. D.V.D

Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. Tenant shall bear and pay all ad valorem and other taxes levied against the Premises, fixtures, personal and 100% property tax or the business operated by Tenant. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services, taxes, or other amounts due, Landlord may pay same and such payment may be added to the rent next due.

5. **Use of Premises.** The Premises Shall be Used as a Liquor Store and the retail sale of Liquor, Wines, Beers, Tobacco Products , General Grocery and other relate products. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. The Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly, and attractive condition. Landlord shall Not allow any gaming machines for use on the Premises with the Tenant provided they are operated within the appropriate governing laws and Tenant assumes all of the liability associated with any gaming activity on the Premises and Tenant indemnifies Landlord against all claims resulting from any wrong doing related to the gaming machines which indemnity shall survive termination of this Lease.

6. **Operation of the Premises.** Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business.

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

8. **Repairs and Maintenance.** Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant accepts the leased Premises and equipment in their present condition and as suited for the intended use by Tenant. Tenant shall, throughout the Term of this Lease and all renewals thereof, at Tenant's expense, maintain in good order and repair the Premises and all equipment, and all other improvements, and fixtures located on the Premises. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to

V.P.

B.V.D.

return said Premises and the equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear excepted. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises or the equipment.

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

10. **Indemnification of Landlord Against Loss or Claim.** Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, and not less than \$550,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. This indemnity shall survive the termination of this Lease.

11. **Insurance of the Premises.** Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured. Additionally, Tenant must, at Tenant's cost keep the entire building and improvements located on the Premises insured through an insurance company licensed to do business in the State of Georgia and in the amount of one hundred percent (100%) of the insurable value thereof. Such policies shall provide for payment of loss thereunder to Landlord, Tenant, and any mortgagee or mortgagees as their interest may appear and shall be delivered to Landlord, such mortgagee or mortgagees, or any assignee of Landlord or any mortgagee, if so requested. A certificate of insurance shall be delivered to Landlord annually. Such certificate shall provide that Landlord is an additional insured under the policy and that policies may not be cancelled without 30 days prior written notice to Landlord. Such policies shall provide for insurance coverage against such risks as are or shall be customarily covered with respect to buildings and improvements similar to construction, general location, use, and occupancy to the building then on the Premises, but not less than those which are

V.D.

D.W.

included in the usual eight point fire insurance policy in the Georgia standard form or extended coverage insurance policy, including fire, windstorm, hail, civil commotion, collapse of building, explosion, riot, damage from aircraft and vehicles, smoke and glass, vandalism, and malicious mischief.

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

14. **Assignment and Subletting.** Tenant may assign and/or sublet this Lease without the prior written consent of Landlord, but Tenant shall remain liable under this lease and the successor in interest must also sign an assignment and assume all liabilities.

15. **Default.** It is mutually agreed that in the event Tenant shall default in the payment of rent after given 5 days written notice to cure the default, including additional rent, herein reserved, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in paragraph 6 and not cleared the default after given twenty day written notice or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any

V.D. Dvd

deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

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

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

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, or to make repairs to Landlord's adjoining property, if any.

17. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord. Tenant shall execute and deliver (subject to delays caused by Landlord's lender or other third parties), within ten (10) business days after receipt of written request by Landlord an subordination, non-disturbance and attornment agreement ("SNDA") with respect to any such deed to secure debt.

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

18. **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.

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

V.D.

Dvd

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.

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. 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 shall deposit with Landlord one month's rent in the amount of \$5,000 at the commencement of this Lease. Upon the expiration of this Lease, at which time there was no default by the Tenant, Landlord shall return the Security Deposit to Tenant. If Tenant fails to timely pay the rental amount as it becomes due, Landlord shall apply the Security deposit towards the rental amount and Tenant must refresh the Security Deposit with Landlord upon request.

22. **Service of Notice.** Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

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

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

V.D.

D.V.D

male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

27. Additional Provisions.

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

27.2. Tenant hereby releases and forever discharges Landlord, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, the "Released Parties") from any and all losses, damages, injuries, claims, demands, rights and causes of action, which may befall or accrue to Tenant arising out of or in any way connected with the following: a) Landlord's exercise of its right to terminate this Lease; b) Landlord's exercise of any other right under this Lease; c) Landlord's refusal to reimburse Tenant for any investment or improvements made by Tenant in the Premises or in Tenant's business; d) Landlord's refusal to approve any subsequent lessee; e) Tenant's inability to sell Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

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

V.D. D.V.D.

LANDLORD:

SHRI CHOTILA CHAMUNDA INC.

BY:  (L.S.)

PURAV PARMAR.

TENANT:

MOGAL INC

BY:  (L.S.)

VISHAL DAVE.

Exhibit "A"

This Property is Currently designated as 2585 Emery Hwy, Suit 1, Macon, GA 31217.

By Tax parcel # T074-0007.

Sworn to and Subscribed Before me

This 17 Day of JUNE 2025.



Notary Public, State Of Georgia.

My Commission Expires: Jun 21, 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: Diy Date: 5/16/25

Business Name: Thunderbird Package store 9.

I hereby certify that Vishal Dave (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: Diy Date: 5/16/25
(If different from Agent)

Title: Owner

Business Name: Thunderbird Package store 9.

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

This 17th day of June, 2025.

[Signature]
Notary Public



June 21, 2025
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Thunderbird Package store 9.

Business Address: 2585 Emery Hwy, Suit 1, Macon, GA 31217.

Instructions:

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

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

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

Definitions:

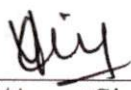
☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia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

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

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

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

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


Applicant/Agent Signature

05/16/25.
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: MOGAL INC DBA THUNDERBIRD PACKAGE STORE 9

Business Address: 2585 EMERY HWY STE 1, MACON, GA 31217

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

[Signature] #7227
Code Enforcement Department Designee

5-21-2025
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.

[Signature]
Applicant/Agent Signature

05/23/25
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

VISHAL DAVE

Print Name

05/16/25

Date



Alcohol License Questionnaire

Name of Business: MOGAL INC
 Owner's Name: Vishal Dave
 Address: 2585 Emory Hwy, Suite 1
MAcon, GA 31217.

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

PART OWNER OF Real estate.

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

Vishal Dave
 Print Name

05/16/25
 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.

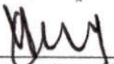
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Thunderbird Package Store 9.

Business Address: 2585 Emory Hwy, Macon, GA 31217.

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

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


Applicant/Agent Signature

05/16/25.
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 #

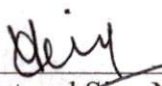
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MOGAL INC (LEASEE)
2. Name of the subject of this Certificate, if different from the applicant:
VISHAL DAVE
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: _____	

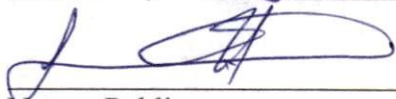
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 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 VISHAL DAVE
 (ENTITY)

Sworn to and subscribed before me this

17th day of June, 20 25.



 Notary Public

My Commission Expires: June 21, 2025



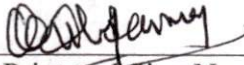
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Shri chotila chamunda Inc (Landlord)
2. Name of the subject of this Certificate, if different from the applicant:
Landlord.
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.


 _____ (LANDLORD)
 Print and Sign Name

Sworn to and subscribed before me this

17th day of June, 2025.



 Notary Public

My Commission Expires: Jun 21, 2025



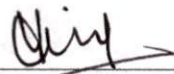
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Vishal Dave
2. Name of the subject of this Certificate, if different from the applicant:
Individual
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.


VISHAL DAVE
 Print and Sign Name

Sworn to and subscribed before me this

17th day of June, 2025.



 Notary Public

My Commission Expires: June 21, 2025



STATE OF GEORGIA

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

Amended Annual Registration

Electronically Filed
 Secretary of State
 Filing Date: 6/16/2025 4:58:50 PM

BUSINESS INFORMATION

BUSINESS NAME : Mogal Inc
CONTROL NUMBER : 25009608
BUSINESS TYPE : Domestic Profit Corporation
FILING TYPE : Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS, REGISTERED AGENT, AND OFFICERS

PRINCIPAL OFFICE ADDRESS : 2585 Emery Hwy, Macon, GA, 31217, USA
REGISTERED AGENT NAME : Vishal Dave
REGISTERED OFFICE ADDRESS : 5017 Tucker Ridge, Macon, GA, 31210, USA
REGISTERED OFFICE COUNTY : Bibb

OFFICER	TITLE	ADDRESS
Vishal Dave	CEO	5017 Tucker Ridge, Macon, GA, 31210, USA
Vishal Dave	CFO	5017 Tucker Ridge, Macon, GA, 31210, USA
Vishal Dave	Secretary	5017 Tucker Ridge, Macon, GA, 31210, USA

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS : 2585 Emery Hwy, Suite 1, Macon, GA, 31217, USA
REGISTERED AGENT NAME : Vishal Dave
REGISTERED OFFICE ADDRESS : 5017 Tucker Ridge, Macon, GA, 31210, USA
REGISTERED OFFICE COUNTY : Bibb

OFFICER	TITLE	ADDRESS
Vishal Dave	CEO	5017 Tucker Ridge, Macon, GA, 31210, USA
Vishal Dave	CFO	5017 Tucker Ridge, Macon, GA, 31210, USA
Vishal Dave	Secretary	5017 Tucker Ridge, Macon, GA, 31210, USA

After the above change(s) are made, the address of the entity's registered office and the business address of the

registered agent will be identical.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Vishal Dave
AUTHORIZER TITLE : Officer



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: Vishal Dave – Fingerprints completed 06/23

Business Name: Mogal Inc DBA Thunderbird Package Store 9

Business Address: 2585 Emery Hwy Ste 1, Macon, GA 31217

DocuSigned by:

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	7/12/2025 _____ Date
Denied	_____ Sheriff, Macon-Bibb County, Georgia _____ Date	_____ 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 8/1/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 5, 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.

Rev.08/2023

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

BUSINESS

Federal Tax ID #: 58-2264921 State Tax ID#: [REDACTED]
Business Name: Margaritas Mexican Restaurant #2 Inc. Corporate and Trade Name: _____
Local Business Address: 5451 Bowman Rd Macon Ga. 31210
(P.O. Box Not Allowed) City State Zip
Mailing Address: 229 Peach Blossom Rd Bonaire Ga. 31005
Street Address (City State Zip)
Local Business Phone #: (478)477-8833 Email Address: margaritasbassrd@gmail.com
Contact Person: Luis Rodriguez Contact Phone #: (478)952-9682

AGENT

Agent's Name: Luis Alejandro Rodriguez Agent's Title: Owner
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Home Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Home Phone #: [REDACTED] Email: larmargaritas@yahoo.com
Mailing Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Luis Alejandro Rodriguez Title: Owner
Home Address: [REDACTED] City: [REDACTED] State: Ga Zip: [REDACTED]
Home Phone #: [REDACTED] Email: larmargaritas@yahoo.com
Mailing Address: [REDACTED] City: [REDACTED] State: Ga Zip: [REDACTED]

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the Bibb County Tax Commissioner/ Alcohol License Department conduct an inquiry and receive
Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
via:

US Mail ☒ In-Person Pick-Up _____ Encrypted Email Address: margaritashwy96@gmail.com

Full Name (Print):	LUIS ALEJANDRO RODRIGUEZ		
Address	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
MALE	HISPANIC	[REDACTED]	[REDACTED]

This authorization is valid for 229 days from date of signature.

I, LUIS ALEJANDRO RODRIGUEZ give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

[Signature] 05/01/2025
 Signature Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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.

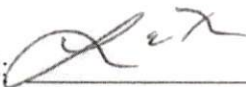
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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: Margaritas Mexican Restaurant #2, Inc

Printed Name of Applicant: Luis Alejandro Rodriguez

X*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 20 DAY OF October, 2024.


 NOTARY PUBLIC

04/20/26
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: LUIS A RODRIGUEZ
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 5451 BOWMAN RD. SUITE 100
BUSINESS NAME: MARGARITAS MEXICAN RESTAURANT #2 INC.

To Be Completed by County Engineer

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

☒ Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ Not Applicable

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

Date: 11/12/24

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Margaritas Mexican Restaurant

#5451 Bowman Road, suite 100

42,800' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

18,600' — MHA housing unit property line

Northside Senior Village

OK!

Paul J. Hoinowski
November 12, 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
148005	607942	Print Legal Ad-IPL02022520 - IPL0202252		\$46.36	1	29 L

Attention: Margaritas Mexican

Margaritas Mexican Restaurant #2, Inc.
229 Peach Blossom Rd
Bonaire, GA 31005

margaritashwy98@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER, WINE/On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the November 10, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Margaritas Mexican Restaurant #2, Inc., 5451 Bowman Rd. Suite 100 - Macon Ga 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This November 13, 2024, Luis Rodriguez, Applicant
IPL0202252
Nov 3, 10 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:

11/03/24, 11/10/24

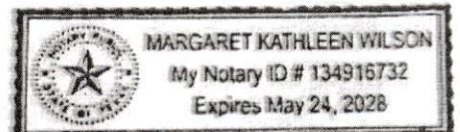
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willments Bernand

Sworn to and subscribed before me this 15th 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!



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2903	PERMIT TYPE: Permitted Use	DATE ISSUED: 11/20/2024
PARCEL NO: K0030468	ZONING DISTRICT: PDE	NEW CONSTRUCTION: No
NAME OF APPLICANT:	luis rodriguez Margaritas Mexican Restaurant #2 INC.	
PROPOSED USE:	Change of ownership restaurant w/ alcohol sales COP	
ADDRESS OF PROPOSED USE:	5451 BOWMAN RD	
PROPERTY OWNER'S NAME:	BASS PLANTATION RETAIL LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant with alcohol sales COP in an existing commercial building. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 11/20/2025

APPROVED BY: *John Langstaff*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	MARGARITAS MEXICAN RESTAURANT #2, INC.	Control Number:	K403299
Business Type:	Domestic Profit Corporation	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	229 Peach Blossom Rd, Bonaire, GA, 31005, USA	Date of Formation / Registration Date:	2/1/1994
State of Formation:	Georgia	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name: **Luis A Rodriguez**
 Physical Address: **229 Peach Blossom Rd, Bonaire, GA, 31005, USA**
 County: **Houston**

OFFICER INFORMATION

Name	Title	Business Address
Luis A Rodriguez	CEO	229 Peach Blossom Rd, Bonaire, GA, 31005, USA
Luis A Rodriguez	CFO	229 Peach Blossom Rd, Bonaire, GA, 31005, USA
Luis A Rodriguez	Secretary	229 Peach Blossom Rd, Bonaire, GA, 31005, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA**Secretary of State**

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Amended Annual Registration

Electronically Filed

Secretary of State

Filing Date: 11/6/2023 3:02:10 PM

BUSINESS INFORMATION

BUSINESS NAME : MARGARITAS MEXICAN RESTAURANT #2, INC.
CONTROL NUMBER : K403299
BUSINESS TYPE : Domestic Profit Corporation
FILING TYPE : Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS, REGISTERED AGENT, AND OFFICERS

PRINCIPAL OFFICE ADDRESS : P O BOX 27658, Macon, GA, 31221, USA
REGISTERED AGENT NAME : LUIS R. RODRIGUEZ
REGISTERED OFFICE ADDRESS : 5135 LOG CABIN DRIVE, MACON, GA, 31206, USA
REGISTERED OFFICE COUNTY : Bibb

OFFICER	TITLE	ADDRESS
LUIS R RODRIGUEZ	CFO	5135 LOG CABIN DR, MACON, GA, 31206, USA
LUIS R RODRIGUEZ	CEO	5135 LOG CABIN DR, MACON, GA, 31206, USA
VALERIE CORK	Secretary	5135 LOG CABIN DR, MACON, GA, 31206, USA

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS : 229 Peach Blossom Rd, Bonaire, GA, 31005, USA
REGISTERED AGENT NAME : Luis A Rodriguez
REGISTERED OFFICE ADDRESS : 229 Peach Blossom Rd, Bonaire, GA, 31005, USA
REGISTERED OFFICE COUNTY : Houston

OFFICER	TITLE	ADDRESS
Luis A Rodriguez	CEO	229 Peach Blossom Rd, Bonaire, GA, 31005, USA
Luis A Rodriguez	CFO	229 Peach Blossom Rd, Bonaire, GA, 31005, USA
Luis A Rodriguez	Secretary	229 Peach Blossom Rd, Bonaire, GA, 31005, USA

After the above change(s) are made, the address of the entity's registered office and the business address of the

registered agent will be identical.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Luis A Rodriguez

AUTHORIZER TITLE : Officer



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: LUIS Last Name: RODRIGUEZ
Home Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Home Phone #: [REDACTED] Email: MARGARITASBASSRD@GMAIL.COM
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

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

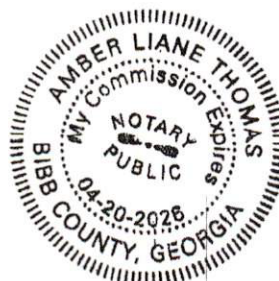
[Signature]
Applicant's Signature

05/01/2025
Date

I hereby certify that Luis Rodriguez 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 1 day of may, 20 25.

[Signature]
Notary Public



04/20/2026
My Commission Expires

Rev. 7/202121



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

LUIS RODRIGUEZ

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-11-04

Serial No.

cert_hffkvwdr





Luis Rodriguez



AH001442

ALCOHOL HANDLER

EXP: 12/31/2025

Agent Certification

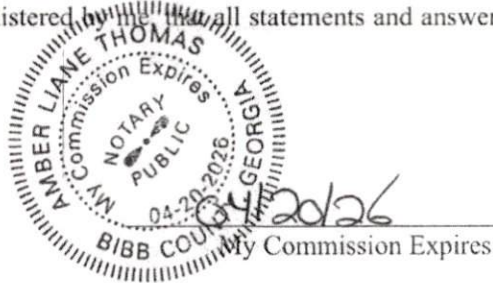
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct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

x Agent's Signature: [Signature] Date: 10/20/2024
 Business Name: Margaritas Mexican Restaurant #2, Inc

I hereby certify that Luis Rodriguez (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 20 day of October, 2024.

[Signature]
 Notary Public



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.

x Individual/Owner's Signature: [Signature] Date: 10/24/2024
 (If different from Agent)
 Title: Owner

Business Name: Margaritas Mexican Restaurant #2, Inc.

I hereby certify that Luis Rodriguez (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 20 day of October, 2024.

[Signature]
 Notary Public



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Margaritas Mexican Restaurant #2, Inc

Business Address: 5451 Bowman Rd Suite 100 Macon Ga 31210

Instructions:

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

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

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

Definitions:

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

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

x 
Applicant/Agent Signature

10/24/2024
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

1. Install security cameras in your business that meet the requirements below;
2. Call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;
3. Show the inspector that the security camera system meets the requirements below; and
4. Have the inspector sign this form approving the security camera system.

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

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

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

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

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

Business Name: Margaritas Mexican Restaurant #2 Inc

Business Address: 5451 Brumman Rd Suite 100
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.

Anthony C Fox
Code Enforcement Department Designee

10/31/2024
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.

X [Signature]
Applicant/Agent Signature

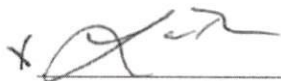
10/20/2024
Date

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

Luis Rodriguez

Print Name

10/20/2024

Date



Alcohol License Questionnaire

Name of Business: Margaritas Mexican Restaurant #2, Inc.
 Owner's Name: Luis Rodriguez
 Address: 229 Peach Blossom Rd
Bonaire, Ga. 31005

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
- LandLord, Southern Pines Plantation
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

Luis Rodriguez
 Print Name

10/18/2024
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

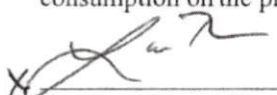
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Margaritas Mexican Restaurant #2, inc

Business Address: 5451 Bowman Rd Macon Ga 31005

☒ **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

10/20/2024
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Luis Rodriguez/ Owner

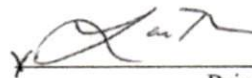
2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

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

 Luis A Rodriguez
 Print and Sign Name

Sworn to and subscribed before me this

20 day of October, 2024.

Amber L Thomas
 Notary Public

My Commission Expires:



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Luis Rodriguez/ Owner

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

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

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

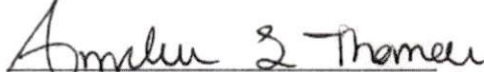
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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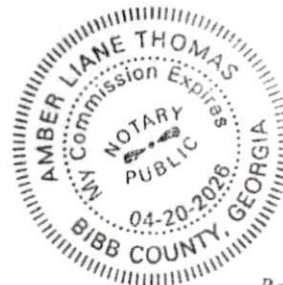
 Luis A. Rodriguez
Print and Sign Name

Sworn to and subscribed before me this

20 day of October, 2024.


Notary Public

My Commission Expires:



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Luis Rodriguez/ Owner

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

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

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

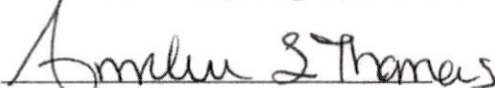
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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

 Luis A Rodriguez
Print and Sign Name

Sworn to and subscribed before me this

20 day of October, 2024.


Notary Public

My Commission Expires:

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Margaritas Mexican Grill #2, Inc.
 2. Name of the subject of this Certificate, if different from the applicant:
Bass Plantation Retail
 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.

See Attached Organizational Chart

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.

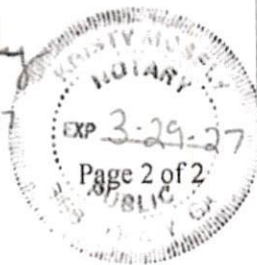
Steven L. Bell
 Print and Sign Name

Sworn to and subscribed before me this

11th day of Nov., 2024.

Kristy Masely
 Notary Public

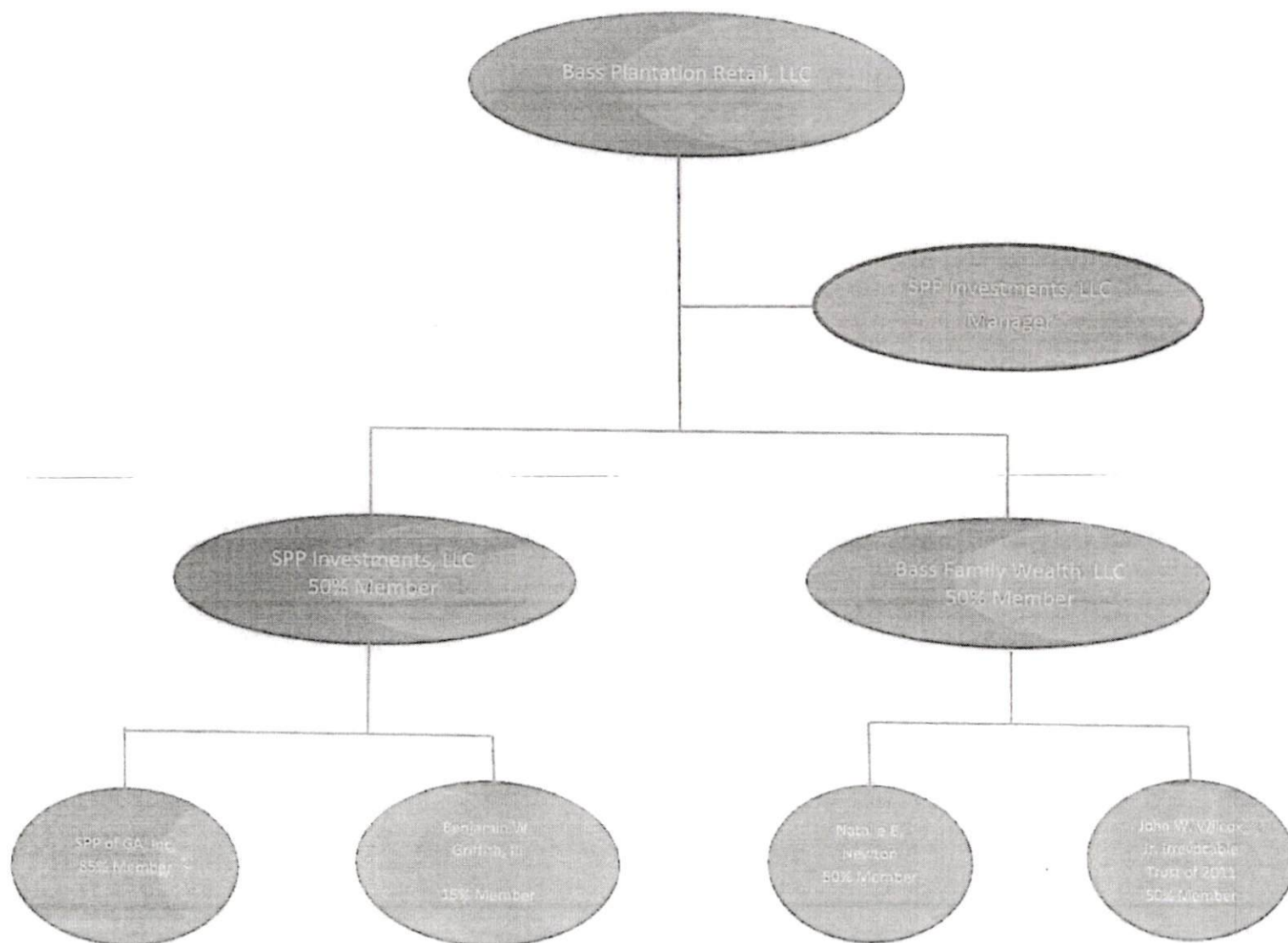
My Commission Expires: 3-29-27



Rev. April 2022
 See O-22-0011

Bass Plantation Retail, LLC

Organizational Chart





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 8/1/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist



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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Luis Rodriguez – Fingerprints completed 05/08

Business Name: Margaritas Mexican Restaurant # 2 Inc

Business Address: 5451 Bowman Rd Ste 100, Macon, GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		5/15/2025
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



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 PROFESSIONAL SERVICES AGREEMENT WITH AVIATRIX COMMUNICATIONS, LLC, IN THE AMOUNT OF UP TO \$100,000.00, FOR THE PROVISION OF AIR SERVICE PROMOTIONAL CAMPAIGN SERVICES FOR THE MIDDLE GEORGIA REGIONAL AIRPORT, PAYABLE FROM THE AIRPORT FUND – AIRPORT-MIDDLE GA REGIONAL – PROF SERVICES - OTHER ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Middle Georgia Regional Airport requires the services of a professional firm to help advertise and promote air service routes; and

WHEREAS, Macon-Bibb County has received a quote from Aviatrix Communications, LLC, an aviation marketing firm, in an amount not to exceed \$100,000.00, to design and execute campaigns to promote air service at the Middle Georgia Regional Airport; and

WHEREAS, the Aviation Department recommends hiring Aviatrix Communications, LLC to provide the services detailed in the document entitled Scope of Work for the Middle Georgia Regional Airport Air Service Promotional Services, attached hereto and incorporated herein by reference as Exhibit A, at the rates proposed therein; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, pursuant to Section 19-10(b) of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to approve the hiring of consultants without going through the competitive procurement process; and

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of Aviatrix Communications, LLC to perform the aforementioned services at the rates specified in Exhibit A, in a total amount not to exceed \$100,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute a professional services agreement with Aviatrix Communications, LLC, in a total amount not to exceed \$100,000.00, for the provision of air service promotional campaign services, as provided in Exhibit A, to be paid from the Airport Fund – Airport-Middle GA Regional – Prof Services - Other line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

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

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Professional Services Agreement With Aviatrix Communications, LLC \$100,000 7-30-25.Docx

EXHIBIT A

SCOPE OF WORK

FOR THE MIDDLE GEORGIA REGIONAL AIRPORT

AIR SERVICE PROMOTIONAL SERVICES

The Middle Georgia Regional Airport (MCN or "Client") is seeking external support for air service promotion. Aviatrix Communications ("Consultant") proposes to provide the following scope of work in support of the airport. Additional project-related outreach not specifically listed in this scope of work, can be accomplished at the Consultant's hourly rate or via a separate scope.

KNOWLEDGE AND EXPERIENCE

Aviation is an exciting story, and we want to help you tell it.

What separates Aviatrix Communications from other outreach firms is simple: we focus exclusively on airports and aviation clients. Comprised of public relations, marketing, graphic design, and website development professionals, each team member at Aviatrix Communications has direct aviation experience. From marketing plans to websites, event coordination to branding programs, we have provided aviation clients of all sizes with quality, positive, and effective outreach programs.

At Aviatrix Communications, our ability to translate complex aviation issues into clear terms for passengers, tenants, and the media is critical to our success at public relations and marketing efforts. Our team is skilled at crafting engaging and memorable campaigns to highlight your airport's unique offerings and programs. We specialize in creating clear, impactful communications that resonate with diverse audiences, from frequent flyers to first-time travelers. We work with airports to highlight their strengths, boost visibility, and ensure that every traveler understands the value and convenience their airport provides.

With a deep understanding of industry trends and passenger behavior, we tailor strategies that not only inform but also engage communities. Our experience spans all facets of airport communications, including terminal operations, airline partnerships, customer experience, and community outreach. By blending aviation expertise with an insightful consumer perspective, we empower airports to foster loyalty, attract new passengers, and build meaningful relationships with their stakeholders.

With an experienced team of aviation marketing professionals, Aviatrix Communications is poised to deliver highly effective advertising and marketing program for the Middle Georgia Regional Airport.



PROPOSED APPROACH AND STRATEGY

Aviatrix Communications will work closely with the staff at the Middle Georgia Regional Airport to develop an effective and memorable promotional campaign for new air service from MCN. The primary steps in the program approach are research, development, and deployment.

Our approach is rooted in transparency, engagement, and momentum. We will guide the community through every phase of this transformation, from generating awareness to celebrating the launch of new nonstop service. Through tailored messaging, immersive storytelling, and strategic partnerships, we will cultivate enthusiasm, reinforce the airport's value, and highlight the benefits of improved connectivity, economic opportunities, and convenience.

RESEARCH

Phase 1 – Stakeholder Engagement (Qualitative)

Aviatrix Communications will kickstart the evaluation process by collaborating with key MCN stakeholders to set goals and questions for the respondents. Up to five in-depth interviews can be conducted in person or virtually. This valuable input helps us establish clear objectives and expectations for the marketing strategies and informs your key drivers. These interviews will ascertain perceptions, identify pain points, media consumption preferences, target areas including zip codes, and brand persona to gain insights into the necessity for the messaging, outreach communications, and any supplemental areas warranting further exploration.

Stakeholders, whether internal or external to MCN, have specific objectives for the airport. The interviews will help us uncover the priorities, successes, metrics, and key messages to ensure the marketing and communications strategy aligns with the overall campaign.

Phase 2: Conduct a Community Perception Survey (Quantitative) – Optional

If requested, Aviatrix Communications will leverage the insights gleaned in Phase 1 to build a quantitative survey instrument designed to assess the airport's current perception (positive or negative sentiment), and brand values within the community. The survey instrument will also explore strategies to enhance community education and engagement and test the importance of the airport's potential messaging. The survey will be crafted to facilitate a key driver analysis, allowing us to identify the most influential elements (in terms of messaging and design elements) to incorporate in the campaign that will resonate with the target audience and drive maximum impact. What we going to include as

Data from 200 people will be collected online via email invitation. The sample will be evenly divided between those who have used the airport and those who have not. From the survey, Aviatrix Communications will identify the distinctions between these segments, providing valuable insights for creative development and understanding the target audience's needs states, and preferences.

The research objectives:

1. Understand the drivers and motivations for consumers in the MCN market.



2. Assess consumer satisfaction with MCN use.
3. Evaluate consumer awareness and perceptions of MCN and primary competitors.
4. Identify ways to differentiate MCN in the minds of target audiences.
5. Strategize opportunities to target the appropriate audience with the most effect message, increase awareness, and grow consumer demand.

CAMPAIGN DEVELOPMENT

Developing a new advertising campaign involves two distinct tracks: creating an advertising strategy, including intended platforms, budget allocation, and metrics, and designing the campaign materials themselves.

Advertising Strategy

With input from MCN staff, Aviatrix Communications will develop and deploy a paid advertising strategy to drive airline load factors, raise awareness of airport offerings, and highlight the airport's value as a key regional asset. To determine which media mix will deliver the best results and be the most valuable for our partners, we evaluate the different platforms with an eye toward the program goal. The campaign goal drives the media plan, and the media purchases are determined by their ability to support the goal.

Aviatrix Communications takes an end-to-end marketing approach when it comes to developing and deploying strategic media campaigns. Our approach includes:

- Detailed backend research on the market and marketing trends that will influence our campaigns.
- Working directly with the client to fully understand their marketing priorities and goals for our initiatives.
- Building a media plan that tracks the consumer journey for increased airport awareness, airport utilization, and achieving client-defined goals.
- Developing creative messaging that aligns with the marketing strategy, and best practices for each channel, and effectively communicating with consumers in each step of their journey.
- Ongoing optimization of the campaigns as they run as needed creative and messaging.
- Full real-time reporting that informs campaign performance as well as our team to identify areas of improvement and optimization.

Media Buying

As a major differentiator for Aviatrix Communications, our media team also includes on-staff media buyers who actively place and manage all digital media initiatives. Our team includes trained experts in developing digital strategies and initiatives and optimizing campaigns across the following digital platforms:

- **Meta Ads** – Meta Ads allow our airport partners access to best-in-class social media platforms and placements across Facebook, Instagram, Messenger, WhatsApp, and the Meta Audience Network.



- **Google Ads** – Our media operators are experts in developing, launching, and optimizing ad campaigns through Google Ads across paid search, Performance Max, standard display, and YouTube advertising.
- **Programmatic Advertising** (various platforms including Google Display & Video 360, The Trade Desk, Stack Adapt, and Basis) – Aviatrix Communications offers programmatic advertising second to none as our team has a wide breadth of experience across all top-tier programmatic advertising platforms. We can reach broad as well as niche audiences, targeting users reading and engaging with airport and travel content.
- **Influencer Campaigns & Collaborations** – influencers can be a great tactic to promote a new destination or route.

Media buying may also be conducted in partnership with destination marketing organizations, chambers of commerce, or other organizations as co-op advertising opportunities arise.

Measurement

We develop a comprehensive set of key performance indicators (KPIs) tailored to each campaign, ensuring that success is measurable from the outset. Our KPIs cover a range of metrics, such as audience engagement, conversion rates, and return on ad spend (ROAS). Through detailed advertising reports and continuous analytics monitoring, we tracked each of these metrics closely, adjusting in real-time to optimize performance and exceed these goals.

While the metrics may vary from campaign to campaign, we often utilize the following for our airport clients:

- **Click-throughs:** Which ads are people engaging with? What copy compels them to learn more?
- **Demographics:** User details such as age, gender, and geography to ensure we're reaching the right audience with our ad.
- **Conversions:** How many people utilized the airport's booking engine or clicked through as qualified leads to the airline website?
- **Cost per Lead:** Which ads captured the best response at the lowest price?
- **Enplanements:** While a variety of factors lead to increased airport enplanements, the goal of all air service marketing campaigns is to fill airline seats.

Although our campaigns are primarily optimized for conversions (as opposed to clicks, for example), Aviatrix Communications reports on all standard performance metrics to see the entire customer journey and understand how users engage with the campaign throughout its life cycle. These metrics can include impressions, reach, engagement rate, and more. Through our use of A/B testing and data-driven results, we can refine each campaign in real time and maximize the campaign budget.

Creative Design and Production

Aviatrix Communications is proud to develop its advertising campaigns in-house with our talented team of experienced designers. From copywriting to graphic design, Aviatrix Communications will complete all requested creative tasks in-house. Our team is solely focused on telling airport stories, and our years



experience have led us to create a nimble, successful production process for our airport clients. However, for other specialty products, we have a stable of expert photographers, videographers, motion graphic animators, and other supporting vendors should the airport campaign approach require them.

Our ad campaigns don't exist on a single channel. When we develop our campaigns, we consider how the messaging and images will play across print, outdoor, social, video, and as collateral.

CAMPAIGN LAUNCH

Once the campaign strategy and the design materials have been approved, Aviatrix Communications will launch the campaign. Our ads will deploy across multiple channels, and we will diligently follow their progress.

We provide clients with regular, detailed reporting that breaks down campaign performance, enabling clear insights into what's working, and what's not, and how we can further refine efforts for future success. Utilizing A/B testing, especially at the launch of the campaign, is key to determining the most effective media spend moving forward. Our data-driven approach ensures campaigns remain agile and results-oriented, driving measurable business outcomes.

RATES

Aviatrix Communications will provide the services above to MCN for at the rates listed below. Additional projects not in scope can be accomplished on an hourly or per-project basis and are based on a blended hourly staff rate of \$200.

SERVICE	RATE
Stakeholder Research	\$6,500
Quantitative Research (optional)	\$15,000
Marketing Campaign Development	\$7,500 per campaign
Media Management & Buying	15% of ad costs
Reporting, Copywriting, Graphic Design, and Program Management Services	\$200 (hourly as needed)

Total contract costs not to exceed \$100,000 without written approval from Macon-Bibb County.

BILLING AND CONDITIONS

The Consultant will invoice the Client monthly for services performed at hourly rates. The Client shall pay within thirty (30) days of receipt of invoices. All payments, reimbursements, and additional hourly rates will be made payable to Aviatrix Communications LLC.



Additional Terms and Conditions

Third Party Costs to be Paid by Client

The Client acknowledges that the Consultant is providing only services in this proposal. No hard costs such as third-party advertising fees are included in the monthly or hourly fees payable to the Consultant. The Client will be responsible for paying any hard costs or third-party advertising costs (including but not limited to stock photography; billboards, newspaper, television, and radio advertising; social media advertising; direct mail; printing or shipping costs). If the Consultant is asked to pay any vendor or bill on behalf of the Client, the Consultant will receive an administrative fee equal to 15 percent of the bill.

Approved Consultant Travel to be Paid by Client

The costs quoted in this Proposal are for work done by the Consultant at its headquarters in San Diego. If necessary, Consultant will travel to the Client's airport or other approved place of business to provide consulting services, and the Client will reimburse Consultant for the cost of travel. Travel expenses include reasonable airfare, rental cars, hotel rooms, gas, and meals. Mileage reimbursement will be calculated using the IRS allowable rate for the year incurred. Any travel by the Consultant, and the Consultant's estimated travel expenses, must be approved by Client in advance.

Copyright

The final products created by the Consultant will be entirely owned by the Client, for whatever uses it deems necessary. However, the Consultant reserves the right to use the elements in its work history and future business solicitations.

SIGNATURES

If the Client agrees to the terms above, please sign and return to the Consultant. This Agreement will be effective May 1, 2025, (the "Effective Date") and will be valid until April 30, 2026, after which the Agreement will be available for renewal.

Doug Faour, CM
Aviation Director
Macon-Bibb County

Kathryn Franco Jones, CM
Owner
Aviatrix Communications, LLC

Date: _____

Date: _____





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 LEASE AGREEMENT WITH H2 AEROSERVICES, LLC, FOR THE LEASE OF TWO FORMER AIR NATIONAL GUARD BUILDINGS AT THE MIDDLE GEORGIA REGIONAL AIRPORT; AND OTHER LAWFUL PURPOSES.

WHEREAS, via Resolution R-22-0085, on April 5, 2022, the Macon-Bibb County Commission authorized the Mayor to execute a lease with H2 Aeroservices, LLC for two former Air National Guard buildings at the Middle Georgia Regional Airport; and

WHEREAS, the resulting lease agreement (L-22-0004) expired by its own terms this year; and

WHEREAS, H2 Aeroservices, LLC had expressed its desire to continue to lease the facilities; and

WHEREAS, the airport administrative team has recommended that the County lease the aforementioned property to H2 Aeroservices, LLC for an initial term of two (2) years, with a mutual option to renew for an additional one (1) year term, in the amount of approximately \$60,000.00 per year; and

WHEREAS, the Macon-Bibb County Commission desires to enter into the lease described herein; 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 lease agreement with H2 Aeroservices, LLC for the lease of two Macon-Bibb County owned

buildings on the former Air National Guard lot, in the amount of approximately \$60,000.00 per year, in a form to be approved by the County Attorney's Office.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor 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 Lease Agreement With H2 Aero At MGRA 7-31-25.Docx



LEGISLATIVE SPONSORS

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|---|--|
| ☒ 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 TO APPROVE A CHANGE ORDER, IN THE AMOUNT OF \$45,000.00, TO THE PURCHASE ORDER FOR MAUDLIN & JENKINS, LLC, TO BE PAID FROM THE GENERAL FUND – BOARD OF COMMISSIONERS – PROFESSIONAL SERVICES AUDIT FEE LINE ITEM, FOR ADDITIONAL EXPENSES FOR THE FISCAL YEAR 2024 AUDIT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Maudlin & Jenkins, LLC is the contracted auditor for Macon-Bibb County (C-21-0110); and

WHEREAS, in the performance of the Fiscal Year 2024 audit, Maudlin and Jenkins performed additional work not originally contemplated by the agreement between the parties; and

WHEREAS, because of those additional expenses, the Finance Department has submitted a change order request to the purchase order for Maudlin & Jenkins, in the amount of \$45,000.00, in order to pay for the services provided; and

WHEREAS, pursuant to Section 19-5.8(d) of the Macon-Bibb County Code of Ordinances, approval by the Macon-Bibb County Commission is required for this change order; and

WHEREAS, the Macon-Bibb County Commission desires to approve such change order; 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 Macon-Bibb County Commission hereby approves a change order, in the amount of \$45,000.00, to the purchase order for Maudlin

& Jenkins, LLC (P.O. #2025-0287) for services rendered in the performance of the Fiscal Year 2024 audit, to be paid from the General Fund – Board of Commissioners – Professional Services Audit Fee line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED 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 Approving Change Order to Maudlin and Jenkins PO 7-30-25.docx



LEGISLATIVE SPONSORS

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|---|--|
| ☒ 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 ISSUANCE OF A PURCHASE ORDER, IN THE AMOUNT OF \$350,000.00, TO MEAD ROAD TRANSFER STATION FOR SERVICES RELATED TO THE DISPOSAL OF WASTE ON BEHALF OF MACON-BIBB COUNTY, TO BE PAID FROM THE SOLID WASTE MANAGEMENT FUND CITY – SOLID WASTE LANDFILL – OTHER SERVICES – LANDFILL TIPPING FEES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, since the closure of the Walker Road Landfill, Macon-Bibb County does not currently have a landfill or facility suitable for the disposal of solid waste collected at its various Convenience Centers or collected from government facilities by the Solid Waste Department; and

WHEREAS, the Mead Road Transfer Station is equipped to properly collect and ultimately dispose of the waste on behalf of Macon-Bibb County, and is the closest of such facilities that is able to do so; and

WHEREAS, the Mead Road Transfer Station is the sole source provider in Macon-Bibb County of the services required for the County; and

WHEREAS, the Solid Waste Department expects to expend approximately \$350,000.00 in landfill tipping fees for the disposal of solid waste through the end of this fiscal year; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect 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 approve the issuance of a purchase order, in the amount of THREE HUNDRED FIFTY THOUSAND

DOLLARS AND 00/100 CENTS (\$350,000.00), to Mead Road Transfer Station for services related to the disposal of solid waste, to be paid from the Solid Waste Management Fund City – Solid Waste Landfill – Other Services – Landfill Tipping Fees line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED 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 Issuance of Purchase Order to Mead Road Transfer Station for FY
26 \$350,000 7-30-25.docx*



LEGISLATIVE SPONSORS

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|---|--|
| ☒ 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 MEMORIAL PARK GYM, IN THE AMOUNT OF \$233,586.00, TO BE PAID FROM 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Memorial Park Gym is in need of upgraded lighting; 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 Memorial 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 proposal, attached hereto and incorporated herein as Exhibit A, in the amount of \$233,586.00 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 Memorial Park Gym, in the amount of \$233,586.00; 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 Memorial Park Gym, in the amount of \$233,586.00, to be paid from 2018 SPLOST funds, for the scope of work included in the proposal 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
Memorial Park Lights - \$233,586.00 -7-30-25.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:
7-21-25

ADDRESS:

JOB NAME:
MEMORIAL PARK
2465 2ND STREET @ EISENHOWER PKWY

PRICE TO INCLUDE:

FURNISH EQUIPMENT AND LABOR TO REMOVE EXISTING POLES AND FIXTURES. FURNISH LABOR TO REMOVE FROM SITE.

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 BALL TRACKER LUMINAIRES, WIRING HARNESS, REMOTE ELECTRICAL COMPONENT ENCLOSURES.

FURNISH EQUIPMENT AND LABOR TO STAND POLES ON PRE-CAST BASES. FURNISH AND INSTALL STEEL HAND HOLE GUARDS.

FURNISH MATERIAL AND LABOR TO INSTALL NEW PANEL RACK, FURNISH AND INSTALL NEW PANEL AND MUSCO CONTROL-LINK CONTROL AND MONITORING SYSTEM.

FURNISH EQUIPMENT AND LABOR TO BORE FROM ELECTRICAL SERVICE TO EACH POLE LOCATION. FURNISH AND INSTALL NEW COPPER WIRE. TERMINATE ALL CONNECTIONS.

TOTAL: \$233,586.00

PRICE GOOD FOR 30 DAYS

PROPOSAL SUBMITTED BY: DIANE WADE, PRES. DATE: 7-21-25



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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FROM GENERAL FUND – FUND BALANCE, IN THE AMOUNT OF \$156,000.00, TO PROVIDE FOR LANDSCAPING AND TEMPORARY WORKER CONTRACT SERVICES DURING FISCAL YEAR 2025, 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, in order to fund landscaping and temporary worker contract services for the Parks and Beautification Department, a supplemental appropriation from General Fund – Fund Balance to the FY 25 Parks and Beautification – Contract Labor budget line item in the amount of \$156,000.00, as provided in Exhibit A, attached hereto and incorporated herein by reference, is required; 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 Macon-Bibb County Commission hereby approves a supplemental appropriation from General Fund – Fund Balance to the Contract Labor line identified in Exhibit A, for Fiscal Year 2025, in the amount of \$156,000.00, for the purpose of paying for expenses related to landscaping and temporary worker contract services for the Parks and Beautification Department.

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 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 Supplemental \$156,000.00 To Parks And Beautification For Landscaping FY 25 7-30-25.Docx

EXHIBIT A

Budget Amendment

11/11/2016

156,000.00

156,000.00

156,000.00

156,000.00

2025

2025



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 AGREEING TO PARTICIPATE IN THE NATIONAL PURDUE AND SACKLER FAMILY OPIOID SETTLEMENT, AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County (the “County”) initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief; and

WHEREAS, Defendant Purdue Pharma L.P. (“Purdue”) was a global leading pharmaceutical manufacturer, owned wholly by the Sackler Family (“the Sackler Family”), until its dissolution as part of a bankruptcy settlement related to its role in the opioid epidemic; and

WHEREAS, Purdue and the Sackler Family have reached an agreement to settle the claims against them, which contemplates the Sackler Family will pay an aggregate amount of \$6.5 billion over the course of 15 years, including a \$1.5 billion dollars initial payment in 2026, and that Purdue will pay an anticipated amount of approximately \$900 million dollars (the “Purdue and Sackler Family Settlement”); and

WHEREAS, it is anticipated that the proceeds from the Purdue and Sackler Family Settlement will start to be distributed to participants sometime in calendar year 2026; and

WHEREAS, notwithstanding the above, the Macon-Bibb County Commission finds that participating in this settlement offers the best chance for recovery from these defendants in this matter, and understands that the funds received hereby will be required to be used for the mitigation of harms caused by the opioid epidemic in accordance with the orders of the Court; and

WHEREAS, the County desires to participate in the Purdue and Sackler Family Settlement and agrees to be bound by the settlement agreement, which is attached hereto and incorporated herein as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that that the County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the Purdue and Sackler Family Settlement upon the terms and conditions described in Exhibit A and authorizes the Mayor to execute the Subdivision Participation Form and Acknowledgement and Agreement to be Bound by Memorandum of Understanding, attached hereto and incorporated herein as Exhibit B.

BE IT FURTHER RESOLVED that the County Board of Commissioners hereby appoints Mayor Lester M. Miller, or his designee, as the duly-appointed representative of the County for the purposes of participating in the Purdue and Sackler Family Settlement and agreeing to be bound by the terms of the settlement agreement, and that Mayor Miller shall have authority to execute all such further or additional documents as may be necessary to carry out the intents of this Resolution.

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

EXHIBIT A

Settlement Document

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State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Purdue

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On June 17, 2025 the Governmental Entity Settlement Agreement was filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592, (the “Purdue Opioid Settlement” or “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During May 2025, the State opted into the Opioid Settlement. The LGs have until September 30, 2025 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2025 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU.

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Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Purdue Opioid Settlement as defined in this 2025 MOU which are allocated to Georgia and its Participating Local Governments under the Purdue Opioid Settlement.
- d. “Opioid Settlement” or “Purdue Opioid Settlement” means the Governmental Entity Settlement Agreement dated June 17, 2025 filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.

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- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall

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be allocated to the school district to be used for Approved Purposes.

- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2025 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2025 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating

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Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid

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by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any

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information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.

- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

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- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2025 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

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VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *

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ATTACHED EXHIBITS:

**EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
 BOUND TO MEMORANDUM OF UNDERSTANDING**

EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- _____ [NAME OF ENTITY] has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Purdue Pharma, L.P. and other related entities as defined in the Purdue Opioid Settlement.**
- The undersigned is a duly-appointed representative of _____ [NAME OF ENTITY], and has the authority to execute this document and bind _____ [NAME OF ENTITY] to the Memorandum.
- _____ [NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of _____ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum, and _____ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: _____

Title: _____

Date: _____

Entity: _____

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____

EXHIBIT B

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- _____ [NAME OF ENTITY] has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Purdue Pharma, L.P. and other related entities as defined in the Purdue Opioid Settlement.**
- The undersigned is a duly-appointed representative of _____ [NAME OF ENTITY], and has the authority to execute this document and bind _____ [NAME OF ENTITY] to the Memorandum.
- _____ [NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of _____ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum, and _____ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: _____

Title: _____

Date: _____

Entity: _____

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____



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 TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONSTRUCTION MANAGER AT-RISK AGREEMENT WITH CHRIS R. SHERIDAN & CO. DBA SHERIDAN CONSTRUCTION TO ADD STAIRWELL RENOVATIONS TO THE SCOPE OF WORK, IN THE AMOUNT OF \$352,550.00, WITH COSTS TO BE PAID FROM 2018 SPLOST FUNDS - CULTURAL AND RECREATION – AUDITORIUM LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 1, 2021, the Macon-Bibb County Commission approved R-21-0135, authorizing the Mayor to enter into a Construction Manager At-Risk Agreement with Chris R. Sheridan & Co. DBA Sheridan Construction (“Sheridan Construction”) for various improvements and renovations to the City Auditorium; and

WHEREAS, the Construction Manager At-Risk Agreement contemplates that upon completion of design plans and drawings, renovations and improvements to the Auditorium would be undertaken in a phased approach; and

WHEREAS, the prior phases of work have been completed or are underway; and

WHEREAS, to complete the project, renovations to the stairwells must be made to ensure their safety and historical integrity, with such necessary renovations costing \$352,550.00; and

WHEREAS, the Macon-Bibb County Commission, recognizing the historical and cultural importance of the Macon City Auditorium, desire to ensure that the facility is safe for patrons and completed in an appropriate aesthetic manner; 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 Amendment to the Construction Manager At-Risk Agreement with Chris R. Sheridan & Co. DBA Sheridan Construction, Inc., in the amount of \$352,550.00, with such Amendment to be in a substantially similar form as the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from 2018 SPLOST funds, Cultural & Recreation – Auditorium line.

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 Amendment to CM At Risk - Sheridan - \$352,550.00 - 7-31-25.docx

EXHIBIT A

**AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT/GENERAL
CONTRACTOR SERVICES BETWEEN CHRIS R. SHERIDAN & CO. DBA SHERIDAN
CONSTRUCTION AND MACON-BIBB COUNTY**

THIS AMENDMENT to Agreement for Construction Management/General Contractor Services between Chris R. Sheridan & Co. DBA Sheridan Construction and Macon-Bibb County, effective April 20, 2022 ("Agreement"), is made this ____ day of _____, 2025, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, ("**County**"), and Chris R. Sheridan & Co. DBA Sheridan Construction ("**Construction Manager or CM**"), collectively the Parties ("**Parties**").

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- I. Pursuant to Section III of the First Amendment, the improvements to the Auditorium contemplated in the original Agreement are undertaken in a phased approach, with Phases I, II & III being complete. CM & County desire to enter into further contract amendments to provide for additional improvements to the Auditorium. CM has provided a fourth scope of work and Gross Maximum Price ("GMP"), with such document attached hereto and incorporated herein as Exhibit A.

The Parties agree that the scope of work and GMP for Phase IV included in Exhibit A shall be the applicable GMP and scope of work for the fourth phase of construction.

- II. CM represents and warrants that the scope of work for Phase IV included in Exhibit A does not include any task or work that was required to be completed in Phase I, II or III for the respective GMPs for those Phases or the pursuant to the First Amendment and initial Agreement for Construction Management/General Contractor Services between Chris R. Sheridan & Co. DBA Sheridan Construction and Macon-Bibb County ("Agreement").
- III. All other terms and conditions of the Agreement and all Amendments thereto, except those expressly modified herein, shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Addendum to be effective as of the date above written.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Attest: _____ (SEAL)
Janice S. Ross, Clerk of Commission

Chris R. Sheridan & Co. DBA Sheridan Construction:

By: _____
Christy Kovac, President/CEO

Attest: _____ (SEAL)

Exhibit A



Main Office:
1572 Schofield Street
Macon, GA 31201
Phone (478) 743-1578

July 18, 2025

Clay Murphey
Macon Bibb County
clay.murphey@cox.net

Re: Macon City Auditorium – Stairwell Upgrades
415 1st Street
Macon, GA 31201

Dear Mr. Murphey:

Thank you for the opportunity to provide you with pricing for the repairs of the existing stairwells. Our updated pricing is listed below.

- If we are able to perform this work while already mobilized for the door replacement and elevator work the cost will be as follows:
 - o North/East Stairwell - \$176,275
 - o South/West Stairwell - \$176,275
 - o Total for both stairwells - \$352,550
- If we have to mobilize separately for this work the cost will be as follows:
 - o North/East Stairwell - \$258,294
 - o South/West Stairwell - \$258,294
 - o Total for both stairwells - \$516,588

Our pricing includes the following scope in each stairwell:

- All required supervision and management.
- Demolition of wallpaper and carpeting.
- Temporary scaffolding system including design & safety equipment as needed
- Plaster repair and preservation as needed.
- Replacement of all finishes.
- New fire extinguishers and cabinets.
- Final cleaning of the construction area.

If you have any questions or concerns regarding this proposal, please give me a call.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Canipe", is written over a light blue horizontal line.

Michael Canipe
Director of Preconstruction



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 COUNCIL OF ACCOUNTABILITY COURTS JUDGES STATE OF GEORGIA GRANT AWARD FROM THE STATE OF GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL FOR FISCAL YEAR 2026, IN THE AMOUNT OF \$117,653.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$20,762.00, PAYABLE IN KIND AS EXISTING EMPLOYEE SALARIES, AWARDED TO THE MACON JUDICIAL CIRCUIT ADULT FELONY DRUG COURT PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Georgia Criminal Justice Coordinating Council (“CJCC”) was established by the General Assembly in 1981; and

WHEREAS, the CJCC manages state grant programs funded by the Georgia General Assembly; and

WHEREAS, the Macon Judicial Circuit Adult Felony Drug Court has applied for and has been awarded a Council of Accountability Courts Judges State of Georgia Grant from the Criminal Justice Coordinating Council for Fiscal Year 2026; and

WHEREAS, the Macon Judicial Circuit Adult Felony Drug Court provides substance abuse counseling and other critical services to reduce recidivism and incarceration among substance abuse offenders; and

WHEREAS, the CJCC will provide Macon-Bibb County with grant funds in the amount of \$117,653.00, with a local match requirement of \$20,762.00 payable in kind as existing employee salaries; and

WHEREAS, this grant shall be effective from July 1, 2025, through June 30, 2026; and

WHEREAS, copies of the grant award letter and contract documents are attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds on behalf of the Adult Felony Drug Court Program for the above-described purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Macon-Bibb County Commission hereby authorizes the acceptance of the grant award from the Georgia Criminal Justice Coordinating Council in the amount of ONE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS AND 00/100 CENTS (\$117,653.00), with local match in the amount of \$20,762.00 payable in kind as existing employee salaries, on behalf of the Macon Judicial Circuit Adult Felony Drug Court, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an

ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Acceptance Of CJCC Grant Adult Felony Drug Court \$117653 - 7-30-2025.Docx

EXHIBIT A

GRANT AWARD

CRIMINAL JUSTICE COORDINATING COUNCIL

2026 Accountability Court Funding Program

SUBAWARDEE:	Macon-Bibb County	CFDA NUMBER:	N/A
Employer Identification Number (EIN):	46-3992371	SUBAWARD NUMBER:	AW-ACFP-26-529-153
IMPLEMENTING AGENCY:	Macon Judicial Circuit Accountability Courts	SUBGRANT PERIOD:	07/01/2025 - 06/30/2026
PROJECT TYPE:	Adult Felony Drug Court	SUB AWARD AMOUNT:	\$117,653.00
AWARD NUMBER:	State Accountability Court Program	MATCHING FUNDS:	\$20,762.00
AWARD PERIOD:	07/01/2025 - 06/30/2026	TOTAL FUNDS:	\$138,415.00

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2025.

Reimbursement/Payment
Frequency:

Agency Approval



Jay Neal, Director
Criminal Justice Coordinating
Date
7/24/2025

Awardee Approval

Signed Name: _____
Printed Name: _____
Title: _____
Date: _____

Court Name

Peach and Crawford County Drug Court

Budget Worksheet Category	Line Item	Total Budgeted
Personnel	Program Coordinator \$55,150.00	\$69,205
	Fringe Benefits \$14,055.00	
Contract Services	Local Probation Provider \$14,265.00	\$37,849
	Lab Technician \$5,184.00	
	Treatment Provider \$15,000.00	
	Treatment Provider \$3,400.00	
Drug Testing Supplies	Onsite Devices \$6,000.00	\$6,000
Supplies /Other Costs	\$0.00	\$0
Equipment	\$0.00	\$0
In State Training and Travel	2025 CACJ Conference \$4,599.00	\$4,599
Transportation Funding	Public Transportation \$0.00	\$0
Total Budget:		\$117,653

Match:

\$20,762

CACJ Funding Committee Note:

None.

Budget Summary

TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	Budget Total	Grant	Match - Cash	Match - In - Kind
PERSONNEL	\$75,912.00	\$55,150.00	\$20,762.00	\$0.00
EMPLOYEE BENEFITS	\$14,055.00	\$14,055.00	\$	\$
TRAVEL (INCLUDING TRAINING)	\$4,599.00	\$4,599.00	\$	\$
EQUIPMENT	\$	\$	\$	\$
SUPPLIES	\$6,000.00	\$6,000.00	\$	\$
CONSULTANTS AND CONTRACTORS	\$37,849.00	\$37,849.00	\$	\$
OTHER	\$	\$	\$	\$
TOTAL DIRECT COSTS	\$138,415.00	\$117,653.00	\$20,762.00	\$0.00
INDIRECT COSTS	\$0.00			
TOTAL	\$138,415.00	\$117,653.00	\$20,762.00	\$0.00

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENTAGES
GRANT	\$117,653.00	85.00%
MATCH	\$20,762.00	15.00%
Cash	\$20,762.00	15.00%
In-Kind	\$0.00	0.00%
TOTAL	\$138,415.00	100%

Approved Award Amount:

\$117,653.00

Approved Match:

\$20,762.00

TOTAL:

\$138,415.00

Match Requirement (cash and/or in-kind)

0.00%

\$0.00

Match waiver needed?

☐ Yes

☒ No

Special Conditions
2026 Accountability Court Funding Program
Macon-Bibb County Commission
AW-ACFP-26-529-153

CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia – Accountability Courts FY26 SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.

Initials

2. The subgrantee must submit Subgrant Adjustment Request #1 with its signed, completed award documentation. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the Criminal Justice Coordinating Council (CJCC) to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by CJCC.

Initials

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials

5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.

Initials

6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.

Initials

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACJ Rules may subject a court to rescission of a grant award as outlined in Article 4 of the Rules.

Initials

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials

9. Statistical and/or evaluation data describing project performance must be submitted to CACJ on a quarterly

basis using the CACJ-funded case management system . Failure to submit all requested data by 15 days after the end of the quarter will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If data are not received, funds for subsequent quarters may be rescinded.

Initials

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, CJCC and CACJ will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials

11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.

Initials

12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by CACJ. All courts are required to use evidence-based treatment modalities.

Initials

13. Subgrantees must comply with the training requirements as determined by CACJ. All evidence-based training attendees will be required to sign and submit the CACJ Training Acknowledgement & Agreement Form upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.

Initials

14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.

Initials

15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs

Initials

16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit a CACJ Training Acknowledgement & Agreement Form for each attendee to CACJ prior to the start of training session; and provide CACJ with documentation of each attendee who achieved certification.

Initials

17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.

Initials

18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of CACJ by their acceptance of a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of the CACJ Rules.

Initials

19. Subgrantees must follow all accountability court standards as approved by CACJ. Initials

20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.

Initials

21. Subgrantees must abide by CACJ Rules. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing rescission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.

Initials

22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2026. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2026 or risk losing access to those funds.

Initials

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials

24. Subgrantees must comply with the training attendance requirements as determined by CACJ and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.

Initials

25. The subgrantee agrees that all personnel charging time to this grant must maintain timesheets documenting hours for all work performed for pay, including both grant-related and non-grant related work activities. This includes work performed that is unrelated to an accountability court.

Initials

26. The subgrantee understands and agrees that payments made by CJCC do not constitute final approval of submitted expenditures. Subsequent reviews, audits, or examinations may identify expenses that fall outside the grant scope or rules. In such cases, the subgrantee may be required to repay those funds.

Initials

27. The subgrantee understands and agrees that in order to receive a state grant award, as well as to receive any reimbursement for funds expended under a state grant award, the subgrantee's fiscal agent must not be on the audit list maintained by the Georgia Department of Audit & Accounts (DOAA). Further, if a subgrantee is unable to be awarded state grant funds due to being on the audit list, the subgrantee must be removed from the audit list on or before December 31, 2025 in order for an award to be made. If the subgrantee's fiscal agent is not removed from the audit list by that date, funds will be reallocated for other purposes. No award, nor any reimbursement for funds expended in anticipation of an award, can be made while the subgrantee's fiscal agent is on the audit list. Subgrantee understands and agrees that any funds expended in anticipation of receiving an award before the award is made cannot be reimbursed via this grant.

28. The subgrantee understands and agrees to comply with the Case Management System Use Policy which dictates that CACJ-funded case management systems can only be used for data collection of referrals and participants served by accountability courts. Use of the CACJ-funded case management system for non-

accountability court purposes is strictly prohibited. Courts found to be using the system for non- accountability court purposes may be subject to de-obligation and cancellation of some or all of their operating grant award.

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: _____

AGENCY NAME: _____

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

- ☐ **MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- ☐ **QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

- ☐ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below.
A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT
TELEPHONE NUMBER: _____

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

- ☐ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	



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 AMEND ARTICLE II OF CHAPTER 24 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO CLARIFY THE PROCESS OF PUBLIC REQUESTS FOR COMPLETE STREETS INFRASTRUCTURE AND APPROPRIATE PROJECTS FOR COMPLETE STREET REVIEW; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 22, 2021, the Macon-Bibb County Commission approved an Ordinance, O-21-0050, to amend Article II of Chapter 24 of the Macon-Bibb County Code of Ordinances to adopt the Macon-Bibb County Complete Streets Policy (the “Policy”); and

WHEREAS, the Policy provides for procedures to effectuate the intent that Macon-Bibb County owned roads will be designed and maintained in a manner to promote safe and comfortable usage for motorists, pedestrians, bicyclists, and others using alternative means of transportation; and

WHEREAS, Macon-Bibb County is committed to streets being safe and user-friendly throughout the community, as evidenced by the commitment of budgeted funds to pedestrian safety initiatives, the recent hiring of a Transportation Safety Manager, and the push to resurface & stripe aging roads to provide smoother safer routes; and

WHEREAS, to provide County personnel with greater latitude to implement these programs quickly and efficiently, the Macon-Bibb County Commission now desires to clarify certain aspects of the Policy related to the maintenance of existing infrastructure and the process of public requests for complete streets infrastructure in Macon-Bibb County; and

WHEREAS, a copy of the affected Code Sections is attached hereto as Exhibit A, and incorporated herein for informational purposes, with the markup to indicate the changes being made thereto; and

WHEREAS, the Macon-Bibb County Commission finds these improvements to the Macon-Bibb County Code of Ordinances 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.

Chapter 24, Article II of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and replaced with the following:

ARTICLE II. COMPLETE STREETS POLICY

Sec. 24-21. Complete streets policy adopted.

This Article shall be known and may be cited as "Irene's Law" or the "Macon-Bibb County Complete Streets Policy."

Sec. 24-22. Definitions.

As used in this Article, the term "Complete Streets" shall mean streets and rights of way that are designed, implemented, operated, and maintained with the goal of creating a comprehensive and connected transportation network in an equitable way to allow for safe use by people of all ages, races, ethnicities, incomes, abilities and disabilities while considering the current and future needs of all users, including without limitation, pedestrians, bicyclists, transit riders, people living with disabilities, emergency responders, freight deliverers, commercial drivers, and motor vehicle drivers.

Sec. 24-23. Purpose.

- (a) The purpose of this Article is to establish Macon-Bibb County as a livable community with enhanced mobility, equity, and vitality in all neighborhoods and for people of all ages and abilities, through the design, maintenance, and use of public rights of way. Macon-Bibb County aims to create a robust, efficiently operated, and well-connected transit network, a well-defined pedestrian and bicycle system, and to promote the improvement of public health, safety, economic growth, and quality of life. Abiding by these principals, this Article shall establish standard practices and procedures for the community. Design applications should come from reputable sources that have been field-tested and measured for effectiveness and safety. Complete Streets designs should consider the importance of creating corridors where all users can feel safe and are invited through aesthetic design to use such facilities.

- (b) Macon-Bibb County further intends and desires that all transportation projects within Macon-Bibb County conducted, funded and/or approved by the Macon-Bibb County MATS MPO, and Georgia Department of Transportation shall contribute to a transportation network that enables reasonably safe travel for all modes of transportation and which address the current and future needs of all users and all appropriate modes of transportation.

Sec. 24-24. Objective.

The objective of this Article is to make the practice of creating Complete Streets a routine part of everyday operations, working in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation. Every relevant project, program, and practice should be seen as an opportunity to improve streets and the transportation network for all users. As a part of the policy, Macon-Bibb County will utilize a context sensitive approach and provide transportation system design that considers local land development pattern. The policy will promote safety, quality of life, and economic development while striving to support existing neighborhoods and those who reside in them.

Sec. 24-25. Implementation.

- (a) Macon-Bibb County shall modify its procedures, documents, training programs, and performance measures by July 1, 2022, to ensure that the needs of all users of the highways, roads, and streets in Macon-Bibb County are included in all phases of all transportation projects, including funding, planning, designing, operating, and maintaining transportation infrastructure.
- (b) Complete Streets projects may contain, without limitation, the following facilities and amenities:
 - (1) pavement markings and signs;
 - (2) sidewalks and pedestrian safety improvements such as medians, curb extensions, and crosswalks;
 - (3) Americans with Disabilities Act (ADA) accessible curb ramps and accessible pedestrian signals;
 - (4) transit stops and signage;
 - (5) improved pedestrian and bicycle access to transit stops and stations;
 - (6) protected or separated bike lanes or shared use lanes;
 - (7) bike lanes;

- (8) bicycle activated street signals;
 - (9) bicycle parking facilities; and
 - (10) street trees, landscaping, street lighting and street furniture.
- (c) All public departments and private contractors are required to provide accommodations where feasible or reasonable for all modes during construction or repair work that infringes on the right of way of sidewalks, bicycle lanes, or accessibility infrastructure so that all people can continue to use the transportation system safely and efficiently. These temporary accommodations will be provided and maintained by the jurisdiction or entity responsible for necessitating an alternative in the right of way. These jurisdictions or private entities may include a city, county, local agency, or private or institutional development entities.
- (d) The staff of appropriate Macon-Bibb County departments, as designated by the county manager, shall review and develop, or propose revisions to plans, subdivision codes, procedures, rules, regulations, guidelines, programs, templates, design manuals, and other pertinent documents in accordance with their respective areas of expertise annually. In coordination with the Macon-Bibb Planning and Zoning Commission, MATS MPO, and Georgia Department of Transportation, as appropriate, staff shall consider and, when practical, integrate, accommodate and balance the needs of all users in street projects.

Sec. 24-26. Design standards.

Macon-Bibb County shall use the best and latest design guidance, standards, and recommendations available to maximize design flexibility and innovation, and always be aware that design solutions should balance user and modal needs. This includes a shift toward designing at the human scale for the needs and comfort of all people and travelers, in considering issues such as street design and width, desired operating speed, hierarchy of streets, and connectivity. Design criteria shall not be purely prescriptive but shall be based on the thoughtful application of engineering, architectural, and urban design principles. These materials include, but are not limited to:

- (a) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD);
- (b) The United States Department of Transportation Federal Highway Administration Traffic Monitoring Guide, Small Town and Rural Multimodal Networks, and Separated Bike Lane Planning and Design Guide (Federal Highway Administration);

- (c) The American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, Guide for Planning, Designing, and Operating Pedestrian Facilities, and Guide for Development of Bicycle Facilities;
- (d) The National Association of City Transportation Officials (NACTO) Urban Street Design Guide, Urban Bikeway Design Guide, Don't Give Up at the Intersection, and Designing for All Ages and Abilities;
- (e) GDOT Complete Streets Design Policy (Georgia Department of Transportation);
- (f) Final Circulars and guidelines issued by the Federal Transit Administration including design requirements abiding by the Americans with Disabilities Act, Title VI, and Environmental Justice;
- (g) Documents and plans created for and approved by the Macon-Bibb County including but not limited to, the Comprehensive Plan, Vision Zero Strategic Plan, Transportation Improvement Program, and the Long-Range Transportation Plan.

If in the event that the above guides or any future guides conflict or are unclear on any element of a proposed design, the appropriate authority shall select the design guidance that best fits the context of the project, the safety of users, and achieves the goals of Complete Streets.

Sec. 24-27. Attention to aesthetic.

It is the policy of Macon-Bibb County that its Complete Streets shall be beautiful, interesting and comfortable places for all people. The design of cities begins with the design of streets as community places where people want to be. As part of the public realm, streets shall be held to a higher standard for urban design at a human scale. Multi-modal accommodations and all County projects in the right-of-way shall be approached as opportunities to enhance the aesthetic qualities of its public realm through the thoughtful creation of place. Wherever feasible, streetscapes shall protect and include street trees and native plants, and incorporate landscape architecture, public art, pedestrian amenities and way finding signage, sidewalk cafes and street-facing retail, and/or other elements that enhance the attractiveness of Macon-Bibb County and foster healthy economic development.

Sec. 24-28. Exemptions.

- (a) To the extent feasible and circumstantially appropriate, every street project shall incorporate Complete Streets infrastructure to enable reasonably safe travel along and across the right of way for each category of user.

- (b) Exceptions to this Article may be granted upon review and approval by the County Manager, or his or her designee. Exceptions may be made for instances including, but not limited to, the following situations:
- (1) Where specific users like pedestrians and bicyclists are prohibited from certain facilities by state or federal law, and effort is made for accommodations to be provided elsewhere;
 - (2) Where the cost of accommodation is excessively disproportionate to the need or probable future long-term use of the concerned street;
 - (3) Emergency repairs that require immediate, rapid response;
 - (4) Routine maintenance of the transportation network that does not change the roadway geometry or operations;
 - (5) Where prohibited or restricted by the funding source for a project;
 - (6) Where a reasonable and equivalent project along the same corridor is already programmed to provide facilities exempted from the project at hand;
 - (7) Work performed on streets, rights of way, or other property not owned by Macon-Bibb County or otherwise developed with the intention of being dedicated to the use of the public; and
 - (8) Where a project has been completed, or has an approved final design or is in construction as of July 1, 2021.

Sec. 24-29. Complete Streets Compliance Committee.

- (a) *Creation.* There is hereby created and established a "Complete Streets Compliance Committee," which shall be responsible for overseeing and ensuring that public concern for roadway safety and requests for complete streets infrastructure are reviewed and addressed for feasibility in a timely manner. For purposes of this Article, the term "Committee" shall refer to the Complete Streets Compliance Committee.
- (b) *Purpose.* The Macon-Bibb County Commission has made a commitment to ensuring equity between all users of public right of way, including transit users, motorists, bicyclists, and pedestrians. Macon-Bibb County has declared that all peoples and modes of transportation have a right to mobility and safety and that, where feasible, facilities that accommodate a balance of users will be incorporated into project design. The Committee shall be responsible for assessing the feasibility of providing such facilities on a case-by-case basis and to make

their findings public. The Committee shall ensure that the County's commitment and decision-making process is transparent and accountable to its primary stakeholder, the public.

- (c) *Authority of the Committee.* The Committee shall have the duty & authority to review requests made by members of the public and non-governmental organizations for complete streets infrastructure and make a non-binding recommendation to the County Manager as to the feasibility of any such public request. The committee shall only have authority to review requests related to county roads.
- (d) *Solicitation of the Committee.* Members of the public and organizations may solicit the Committee to issue a recommendation on the feasibility of incorporating additional facilities for bicycles, pedestrians, or transit on any county road or right-of-way space. Members of the public and organizations may submit a formal written requests to the Committee, through the Clerk of Commission, to review how a proposed facility may or may not be feasible on a forthcoming project. The Committee should publicly respond to the solicitation with their findings and recommendation within thirty (30) days of the request.
- (e) *Making a Recommendation.* The Committee should issue a recommendation to the County Manager regarding the proposal based on the feasibility of the proposed project, the need for such facility in the subject area, costs that may be associated with the proposed project, factors deemed necessary for consideration in this Article, and any other criteria the Committee or County Manager deem relevant, within thirty (30) days of receipt of a request. A publicly available report addressing each criterion should be generated and issued to the requesting party or agency and shall be maintained by the Clerk of Commission in the minutes of the Committee. The Committee should issue one of three possible recommendations.
 - (1) Unclear—To be used when the Committee cannot collect the data necessary to adequately evaluate the proposal;
 - (2) No—The facility does not appear to be feasible; or
 - (3) Yes—The facility appears to be feasible. Upon issuance of a "Yes" recommendation, information regarding the proposed facility will be referred to Macon-Bibb County personnel for further investigation of funding availability and engineering feasibility.
- (f) *Failure to make timely recommendation.* If the Committee fails to issue a recommendation within the time frame provided for herein, then the requirements of submitting a project to the Committee for review will be considered to have been complied with as a matter of law.

- (g) *Authority.* The Committee shall not have authority to approve or deny any project, design, study or other element of any project. The Engineering Department and/or County Commission shall retain the ability to approve or deny any project within the local street network and the Georgia Department of Transportation shall retain the ability to approve or deny any project within the state route system.
- (h) *Staff and Resources.* The Committee shall have no oversight or authority over any Macon-Bibb County department, personnel, consultant, budget, or other committee. The Committee may be assigned staff or contact persons from the Clerk of Commission's Office, to provide support and assistance with use of meeting rooms in County-owned facilities, reasonable use of County-owned office equipment, including, without limitation, access to copy machines, basic office supplies, designated email addresses or mailing lists for the Committee, and access to the County Attorney's Office for legal questions and concerns regarding Board business. The Committee shall not have and shall not be entitled to any annual budget or discretionary funding, but may be appropriated funds from other available funding sources by the Macon-Bibb County Commission on a project-by-project or as-needed basis.
- (i) *Compensation.* Members of the Committee shall not receive any compensation or remuneration for their work performed in connection with the Committee. Those members who serve on the Committee by virtue of their position of employment with Macon-Bibb County shall be entitled to their regular wages for all time spent attending to the business of the Committee.
- (j) *Authority to contract.* The Committee shall not have any authority to contract or to expend funds in its own name, except as expressly approved and directed by the Macon-Bibb County Commission. The Macon-Bibb County government may enter into contracts or expend funds on behalf of the Committee in accordance with this Code and any other applicable legal requirements.
- (k) *Meetings.* The Committee shall hold regularly scheduled meetings. Meetings shall occur at least once every three calendar months. Upon the initial meeting of the Committee, a regular meeting schedule shall be established and set. All meetings shall be subject to Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., with notice of said meetings being provided to the Macon-Bibb County Clerk of Commission at least three business days prior to the meeting

so that the Clerk of Commission may provide any necessary notice to the public. All meetings shall be open to the public to the extent required under state law.

- (l) *Records.* All records of the Committee shall be subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., and shall be maintained in accordance with County records retention policies. All minutes and records of the Committee shall be kept in the custody of the Macon-Bibb County Clerk of Commission. Further, the Committee shall establish the meetings Rules of Procedure during their first meeting.

Sec. 24-30. Membership.

- (a) The Committee shall consist of a broad range of transportation and public realm stakeholders in the County, including policy makers and advocacy groups as well the technical staff familiar with the requirements of this Article and able to provide the necessary data. Membership shall be interdepartmental and shall include at minimum, representation from the Planning and Zoning Department, Engineering Department, Traffic Engineering, Macon-Bibb County Metropolitan Planning Organization, Public Works, Citizen Advisory Committee Chairperson, Facility Management, and the Georgia Department of Transportation if the proposed facility touches a state route. Other departments and agencies may be called upon to provide supporting information as needed.
- (b) The following shall be voting members of the Committee by virtue of their office and no additional nomination or confirmation procedures shall be required to attain membership:
 - (1) The Executive Director of the Macon-Bibb Planning and Zoning Commission or his or her designee;
 - (2) The Macon-Bibb County Metropolitan Planning Organization Administrator, or his or her designee;
 - (3) The County Engineer, or his or her designee;
 - (4) The County Traffic Engineer, or his or her designee;
 - (5) The Director of Public Works, or his or her designee;
 - (6) The Citizen's Advisory Committee Chairperson for the MATS Technical Coordinating Committee, or his or her designee;
 - (7) The Director of Facility Management or his or her designee;
 - (8) The Director of Parks & Beautification, or his or her designee; and
 - (9) The Executive Director of the Macon Transit Authority, or his or her designee.

- (c) Voting members may elect a chair or other officers from among their number.
- (d) Members of the public and representatives of organizations interested in promoting the mission of complete streets are encouraged to attend meetings of the Committee. Those desiring to address the Committee should contact the Clerk of Commission to be added to the agenda.

Sec. 24-31. Factors considered to be in the public interest.

The following factors should be assessed by the Committee when determining whether a Complete Streets design application is appropriate:

- (a) Whether there has been a collision involving a bicycle or pedestrian on the roadway in question within the last 5 years;
- (b) Existing annual average daily traffic ("AADT") and projected AADT as determined by the Travel Demand Model;
- (c) Whether the posted speed limit is 35 miles per hour or less;
- (d) The degree of current and potential bicycle or pedestrian use;
- (e) Whether a proposed facility adds connectivity for existing infrastructure or connects destinations;
- (f) Whether a proposed facility is identified in any official planning document that has been adopted by Macon-Bibb County;
- (g) Whether there is demonstrated community support for the proposed facility;
- (h) Whether the proposed facility is redundant or conflicting with other projects;
- (i) Whether funding can be identified for the proposed facility and its maintenance;
- (j) Whether the proposed facility would cause Level of Service to drop below LOS C;
- (k) Whether the proposed facility fits within existing rights of way, if an off-street facility is proposed;
- (l) Whether the proposed facility fits within the existing roadway, if an on-street facility is proposed; and
- (m) Priority in finding feasibility should be given to projects in neighborhoods identified as low-to-moderate income by the most recent census data.

Sec. 24-32. Annual Reporting.

The Committee should complete a report at the end of every other fiscal year, starting at the end of the 2022 Fiscal Year, to be made available to the public and submitted to the Mayor's office

and Clerk of Commission. This report should include, but need not be limited to, the following metrics:

1. Mileage of sidewalks created;
2. Number of Americans with Disabilities Act-compliant curb cuts created;
3. Mileage of on-street bicycle facilities created;
4. Mileage of multi-use facilities created;
5. Number of transit stops added;
6. Transit ridership;
7. Percentage of projects completed with Complete Streets focus and compliance;
8. Safety and collision statistics across modes; and
9. Number of projects implemented in low-moderate income census-tracts.

Sec. 24-33. Speed Tables and Street Light Petitions.

- (a) Macon-Bibb County has adopted a Speed Table Program to aid citizens who find that their neighborhood experiences speeding problems, as stated in Sec. 24-165 of Article VIII of this Chapter. Any citizen desiring to request speed calming devices for their neighborhood may contact the office of the Macon-Bibb County Traffic Engineer and follow the protocols set forth in the Speed Table Program Manual on file with that office.
- (b) Macon-Bibb County recognizes that sufficient streetlighting is a key component of pedestrian safety and has adopted a policy by which citizens may request street lighting be installed along the residential streets of Macon-Bibb County. Any citizen desiring to request streetlighting be installed in their neighborhood may follow the procedures set forth in Article X of Chapter 29 of the Macon-Bibb County Code of Ordinances.

Secs. 24-34—24-40. Reserved.

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, 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.

In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County, Georgia, the provisions of this Ordinance shall become and be made part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

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.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

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EXHIBIT A

ARTICLE II. COMPLETE STREETS POLICY

Sec. 24-21. Complete streets policy adopted.

This Article shall be known and may be cited as "Irene's Law" or the "Macon-Bibb County Complete Streets Policy."

Sec. 24-22. Definitions.

As used in this Article, the term "Complete Streets" shall mean streets and rights of way that are designed, implemented, operated, and maintained with the goal of creating a comprehensive and connected transportation network in an equitable way to allow for safe use by people of all ages, races, ethnicities, incomes, abilities and disabilities while considering the current and future needs of all users, including without limitation, pedestrians, bicyclists, transit riders, people living with disabilities, emergency responders, freight deliverers, commercial drivers, and motor vehicle drivers.

Sec. 24-23. Purpose.

- (a) The purpose of this Article is to establish Macon-Bibb County as a livable community with enhanced mobility, equity, and vitality in all neighborhoods and for people of all ages and abilities, through the design, maintenance, and use of public rights of way. Macon-Bibb County aims to create a robust, efficiently operated, and well-connected transit network, a well-defined pedestrian and bicycle system, and to promote the improvement of public health, safety, economic growth, and quality of life. Abiding by these principals, this Article shall establish standard practices and procedures for the community. Design applications should come from reputable sources that have been field-tested and measured for effectiveness and safety. Complete Streets designs should consider the importance of creating corridors where all users can feel safe and are invited through aesthetic design to use such facilities.
- (b) **Macon-Bibb County further intends and desires that a**All transportation projects within Macon-Bibb County conducted, funded and/or approved by the Macon-Bibb County MATS MPO, and Georgia Department of Transportation shall contribute to a transportation network that enables reasonably safe travel for all modes of transportation and which address the current and future needs of all users and all appropriate modes of transportation.

Sec. 24-24. Objective.

The objective of this Article is to make the practice of creating Complete Streets a routine part of everyday operations, working in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation. Every relevant project, program, and practice should be seen as an opportunity to improve streets and the transportation network for all users. As a part of the policy, Macon-Bibb County will utilize a context sensitive approach and provide transportation system design that considers local land development pattern. The policy will promote safety, quality of life, and economic development while striving to support existing neighborhoods and those who reside in them.

Sec. 24-25. Implementation.

- (a) Macon-Bibb County shall modify its procedures, documents, training programs, and performance measures by July 1, 2022, to ensure that the needs of all users of the highways, roads, and streets in Macon-Bibb County are included in all phases of all transportation projects, including funding, planning, designing, operating, and maintaining transportation infrastructure.
- (b) Complete Streets projects may contain, without limitation, the following facilities and amenities:

- (1) pavement markings and signs;
 - (2) sidewalks and pedestrian safety improvements such as medians, curb extensions, and crosswalks;
 - (3) Americans with Disabilities Act (ADA) accessible curb ramps and accessible pedestrian signals;
 - (4) transit stops and signage;
 - (5) improved pedestrian and bicycle access to transit stops and stations;
 - (6) protected or separated bike lanes or shared use lanes;
 - (7) bike lanes;
 - (8) bicycle activated street signals;
 - (9) bicycle parking facilities; and
 - (10) street trees, landscaping, street lighting and street furniture.
- (c) All public departments and private contractors are required to provide accommodations where feasible or reasonable for all modes during construction or repair work that infringes on the right of way of sidewalks, bicycle lanes, or accessibility infrastructure so that all people can continue to use the transportation system safely and efficiently. These temporary accommodations will be provided and maintained by the jurisdiction or entity responsible for necessitating an alternative in the right of way. These jurisdictions or private entities may include a city, county, local agency, or private or institutional development entities.
- (d) The staff of appropriate Macon-Bibb County departments, as designated by the county manager, shall review and develop, or propose revisions to plans, subdivision codes, procedures, rules, regulations, guidelines, programs, templates, design manuals, and other pertinent documents in accordance with their respective areas of expertise annually. In coordination with the Macon-Bibb Planning and Zoning Commission, MATS MPO, and Georgia Department of Transportation, as appropriate, staff shall consider and, when practical, integrate, accommodate and balance the needs of all users in street projects.

Sec. 24-26. Design standards.

Macon-Bibb County shall use the best and latest design guidance, standards, and recommendations available to maximize design flexibility and innovation, and always be aware that design solutions should balance user and modal needs. This includes a shift toward designing at the human scale for the needs and comfort of all people and travelers, in considering issues such as street design and width, desired operating speed, hierarchy of streets, and connectivity. Design criteria shall not be purely prescriptive but shall be based on the thoughtful application of engineering, architectural, and urban design principles. These materials include, but are not limited to:

- (a) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD);
- (b) The United States Department of Transportation Federal Highway Administration Traffic Monitoring Guide, Small Town and Rural Multimodal Networks, and Separated Bike Lane Planning and Design Guide (Federal Highway Administration);
- (c) The American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, Guide for Planning, Designing, and Operating Pedestrian Facilities, and Guide for Development of Bicycle Facilities;
- (d) The National Association of City Transportation Officials (NACTO) Urban Street Design Guide, Urban Bikeway Design Guide, Don't Give Up at the Intersection, and Designing for All Ages and Abilities;
- (e) GDOT Complete Streets Design Policy (Georgia Department of Transportation);
- (f) Final Circulars and guidelines issued by the Federal Transit Administration including design requirements abiding by the Americans with Disabilities Act, Title VI, and Environmental Justice;

- (g) Documents and plans created for and approved by the Macon-Bibb County including but not limited to, the Comprehensive Plan, Vision Zero Strategic Plan, Transportation Improvement Program, and the Long-Range Transportation Plan.

If in the event that the above guides or any future guides conflict or are unclear on any element of a proposed design, the appropriate authority shall select the design guidance that best fits the context of the project, the safety of users, and achieves the goals of Complete Streets.

Sec. 24-27. Attention to aesthetic.

It is the policy of Macon-Bibb County that its Complete Streets shall be beautiful, interesting and comfortable places for all people. The design of cities begins with the design of streets as community places where people want to be. As part of the public realm, streets shall be held to a higher standard for urban design at a human scale. Multi-modal accommodations and all County projects in the right-of-way shall be approached as opportunities to enhance the aesthetic qualities of its public realm through the thoughtful creation of place. Wherever feasible, streetscapes shall protect and include street trees and native plants, and incorporate landscape architecture, public art, pedestrian amenities and way finding signage, sidewalk cafes and street-facing retail, and/or other elements that enhance the attractiveness of Macon-Bibb County and foster healthy economic development.

Sec. 24-28. Exemptions.

- (a) To the extent feasible and circumstantially appropriate, every street project shall incorporate Complete Streets infrastructure to enable reasonably safe travel along and across the right of way for each category of user.
- (b) Exceptions to this Article may be granted upon review and approval by the County Manager, ~~or his or her designee's office or designee and made public through the County website, social media, and posted announcement.~~ Exceptions may be made for instances including, but not limited to, under the following situations:
 - (1) Where specific users like pedestrians and bicyclists are prohibited from certain facilities by state or federal law, and effort is made accommodations to be provided elsewhere;
 - (2) Where the cost of accommodation is excessively disproportionate to the need or probable future long-term use of the concerned street;
 - (3) Emergency repairs that require immediate, rapid response;
 - (4) Routine maintenance of the transportation network that does not change the roadway geometry or operations;
 - (5) Where prohibited or restricted by the funding source for a project;
 - (6) Where a reasonable and equivalent project along the same corridor is already programmed to provide facilities exempted from the project at hand;
 - (7) Work performed on streets, rights of way, or other property not owned by Macon-Bibb County or otherwise developed with the intention of being dedicate to the use of the public; and
 - (8) Where a project has been completed, or has an approved final design or is in construction as of July 1, 2021.

Sec. 24-29. Complete Streets ~~C~~ompliance ~~C~~ommittee.

- (a) *Creation.* There is hereby created and established a "Complete Streets Compliance Committee," which shall be responsible for overseeing and ensuring that public concern for roadway safety and requests for complete streets infrastructure are reviewed and addressed for feasibility in a timely manner~~the implementation of this~~

Article. For purposes of this Article, the term "Committee" shall refer to the Complete Streets Compliance Committee.

- (b) *Purpose.* The Macon-Bibb County Commission has made a commitment to ensuring equity between all users of public right of way, including transit users, motorists, bicyclists, and pedestrians. Macon-Bibb County has declared that all peoples and modes of transportation have a right to mobility and safety and that, where feasible, facilities that accommodate a balance of users will be incorporated into project design. The Committee shall be responsible for assessing the feasibility of providing such facilities on a case-by-case basis and to make their findings public. The Committee shall ensure that the County's commitment and decision-making process is transparent and accountable to its primary stakeholder, the public.
- (c) *Applicability Authority of the Committee.* The Committee shall have the duty & authority to review requests made by members of the public and non-governmental organizations for complete streets infrastructure and make a non-binding recommendation to the County Manager as to the feasibility of any such public request, all projects to which this Article is applicable. The committee shall only have authority to review requests related to county roads.
- (d) *Solicitation of the Committee.* ~~Macon-Bibb County staff and members of the Committee shall work to comply with this Article as part of normal operating procedures in the design phase of projects.~~ Members of the public and organizations may solicit the Committee to issue a recommendation on the feasibility of incorporating additional facilities for bicycles, pedestrians, or transit on any county road or right-of-way space. Members of the public and organizations may submit a formal written requests to the Committee, through the Clerk of Commission, to review how a proposed facility may or may not be feasible on a forthcoming project. ~~A public meeting may need to be held to discuss proposed changes with the community.~~ The Committee ~~should~~ publicly respond to the solicitation with their findings and recommendation within thirty (30) days of the request.
- (e) *Making a Recommendation.* The Committee ~~should~~ issue a recommendation to the County Manager regarding the proposal based on the ~~criterion provided in this Article~~ feasibility of the proposed project, the need for such facility in the subject area, costs that may be associated with the proposed project, factors deemed necessary for consideration in this Article, and any other criteria the Committee or County Manager deem relevant, within thirty (30) days of receipt of a request. A publicly available report addressing each criterion ~~should~~ be generated and issued to the requesting party or agency ~~as well as posted on the County's webpage and shall be maintained by the Clerk of Commission in the minutes of the Committee.~~ The Committee ~~should~~ issue one of three possible recommendations.
 - (1) Unclear—To be used when the Committee cannot collect the data necessary to adequately evaluate the proposal;
 - (2) No—The facility does not appear to be feasible; or
 - (3) Yes—The facility appears to be feasible. Upon issuance of a "Yes" recommendation, information regarding the proposed facility will be referred to Macon-Bibb County personnel for further investigation of investigated further for funding availability and engineering ~~ing~~ feasibility.
- (f) *Failure to make timely recommendation.* If the Committee fails to issue a recommendation within the time frame provided for herein, then the requirements of submitting a project to the Committee for review will be considered to have been complied with as a matter of law. ~~and it shall be deemed that the Committee has recommended the project design proposal under consideration be accepted as submitted.~~
- (g) *Authority.* The Committee shall not have authority to approve or deny any project, design, study or other element of any project. The Engineering Department and/or County Commission shall retain the ability to approve or deny any project within the local street network and the Georgia Department of Transportation shall retain the ability to approve or deny any project within the state route system.
- (h) *Staff and Resources.* The Committee shall have no oversight or authority over any Macon-Bibb County department, personnel, consultant, budget, or other committee. The Committee may be assigned staff or contact persons from the Clerk of Commission's Office, to provide support and assistance with use of meeting

rooms in County-owned facilities, reasonable use of County-owned office equipment, including, without limitation, access to copy machines, basic office supplies, designated email addresses or mailing lists for the Committee, and access to the County Attorney's Office for legal questions and concerns regarding Board business. The Committee shall not have and shall not be entitled to any annual budget or discretionary funding, but may be appropriated funds from other available funding sources by the Macon-Bibb County Commission on a project-by-project or as-needed basis.

- (i) *Compensation.* Members of the Committee shall not receive any compensation or remuneration for their work performed in connection with the Committee. Those members who serve on the Committee by virtue of their position of employment with Macon-Bibb County shall be entitled to their regular wages for all time spent attending to the business of the Committee.
- (j) *Authority to contract.* The Committee shall not have any authority to contract or to expend funds in its own name, except as expressly approved and directed by the Macon-Bibb County Commission. The Macon-Bibb County government may enter into contracts or expend funds on behalf of the Committee in accordance with this Code and any other applicable legal requirements.
- (k) *Meetings.* The Committee shall hold regularly scheduled meetings. Meetings shall occur at least once every three calendar months. Upon the initial meeting of the Committee, a regular meeting schedule shall be established and set. All meetings shall be subject to Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., with notice of said meetings being provided to the Macon-Bibb County Clerk of Commission at least three business days prior to the meeting so that the Clerk of Commission may provide any necessary notice to the public. All meetings shall be open to the public to the extent required under state law.
- (l) *Records.* All records of the Committee shall be subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., and shall be maintained in accordance with County records retention policies. All minutes and records of the Committee shall be kept in the custody of the Macon-Bibb County Clerk of Commission. Further, the Committee shall establish the meetings Rules of Procedure during their first meeting.

Sec. 24-30. Membership.

- (a) The Committee shall consist of a broad range of transportation and public realm stakeholders in the County, including policy makers and advocacy groups as well the technical staff familiar with the requirements of this Article and able to provide the necessary data. Membership shall be interdepartmental and shall include at minimum, representation from the Planning and Zoning Department, Engineering Department, Traffic Engineering, Macon-Bibb County Metropolitan Planning Organization, Public Works, Citizen Advisory Committee Chairperson, Facility Management, and the Georgia Department of Transportation if the proposed facility touches a state route. Other departments and agencies may be called upon to provide supporting information as needed.
- (b) The following shall be voting members of the Committee by virtue of their office and no additional nomination or confirmation procedures shall be required to attain membership:
 - (1) The Executive Director of the Macon-Bibb Planning and Zoning Commission or his or her designee;
 - (2) The Macon-Bibb County Metropolitan Planning Organization Administrator, or his or her designee;
 - (3) The County Engineer, or his or her designee;
 - (4) The County Traffic Engineer, ing or his or her designee;
 - (5) The Director of Public Works, ing or his or her designee;
 - (6) The Citizen's Advisory Committee Chairperson for the MATS Technical Coordinating Committee, ing or his or her designee;
 - (7) The Director of Facility Management or his or her designee;
 - (8) The Director of Parks & Beautification, or his or her designee; and

~~(9) The Executive Director of the Macon Transit Authority, or his or her designee;~~

- (c) Voting members may elect a chair or other officers from among their number.
- (d) ~~Members of the public and representatives of organizations interested in promoting the mission of complete streets are encouraged to attend meetings of the Committee. Those desiring to address the Committee should contact the Clerk of Commission to be added to the agenda. The following shall be ad hoc members of the Committee, and shall be entitled to participate in discussions, but shall not be entitled to vote on matters before the Committee:~~
 - ~~(1) AARP members or representatives;~~
 - ~~(2) Bibb County School District board members or their designees;~~
 - ~~(3) Bike Walk Macon board members or their designees;~~
 - ~~(4) Macon-Bibb County Commissioners;~~
 - ~~(5) The Macon-Bibb County Manager or his or her designee;~~
 - ~~(6) Georgia Wellness & Fitness Festival/U Create Macon board members or their designees;~~
 - ~~(7) Macon-Bibb County Board of Health members or their designees;~~
 - ~~(8) Macon-Bibb County Pedestrian Safety Review Board members or their designees;~~
 - ~~(9) Macon Transit Authority board members or their designees;~~
 - ~~(10) Middle Georgia Regional Commission members or their designees;~~
 - ~~(11) The Macon-Bibb County Parks and Beautification director or his or her designee;~~
 - ~~(12) Persons with disabilities or their representatives; and~~
 - ~~(13) Inhabitants or workers of Macon-Bibb County.~~

Sec. 24-31. Factors considered to be in the public interest.

The following factors should be assessed by the Committee when determining whether a Complete Streets design application is appropriate:

- (a) Whether there has been a collision involving a bicycle or pedestrian on the roadway in question within the last 5 years;
- (b) Existing annual average daily traffic ("AADT") and projected AADT as determined by the Travel Demand Model;
- (c) Whether the posted speed limit is 35 miles per hour or less;
- (d) The degree of current and potential bicycle or pedestrian use;
- (e) Whether a proposed facility adds connectivity for existing infrastructure or connects destinations;
- (f) Whether a proposed facility is identified in any official planning document that has been adopted by Macon-Bibb County;
- (g) Whether there is demonstrated community support for the proposed facility;
- (h) Whether the proposed facility is redundant or conflicting with other projects;
- (i) Whether funding can be identified for the proposed facility and its maintenance;
- (j) Whether the proposed facility would cause Level of Service to drop below LOS C;
- (k) Whether the proposed facility fits within existing rights of way, if an off-street facility is proposed;

- (l) Whether the proposed facility fits within the existing roadway, if an on-street facility is proposed; and
- (m) Priority in finding feasibility should be given to projects in neighborhoods identified as low-to-moderate income by the most recent census data.

Sec. 24-32. Annual Reporting.

The Committee ~~should~~ complete a report at the end of every other fiscal year, starting at the end of the 2022 Fiscal Year, to be made available to the public and submitted to the Mayor's office and Clerk of Commission. This report ~~should~~ include, but need not be limited to, the following metrics:

1. Mileage of sidewalks created;
2. Number of Americans with Disabilities Act-compliant curb cuts created;
3. Mileage of on-street bicycle facilities created;
4. Mileage of multi-use facilities created;
5. Number of transit stops added;
6. Transit ridership;
7. Percentage of projects completed with Complete Streets focus and compliance;
8. Safety and collision statistics across modes; and
9. Number of projects implemented in low-moderate income census-tracts.

Sec. 24-33. Speed Tables and Street Light Petitions.

- (a) Macon-Bibb County has adopted a Speed Table Program to aid citizens who find that their neighborhood experiences speeding problems, as stated in Sec. 24-165 of Article VIII of this Chapter. Any citizen desiring to request speed calming devices for their neighborhood may contact the office of the Macon-Bibb County Traffic Engineer and follow the protocols set forth in the Speed Table Program Manual on file with that office.
- (b) Macon-Bibb County recognizes that sufficient streetlighting is a key component of pedestrian safety and has adopted a policy by which citizens may request street lighting be installed along the residential streets of Macon-Bibb County. Any citizen desiring to request streetlighting be installed in their neighborhood may follow the procedures set forth in Article X of Chapter 29 of the Macon-Bibb County Code of Ordinances.

Secs. 24-34—24-40. Reserved.