Board of County Commissioners
Regular Meeting

September 1, 2026 | 6:05 PM
City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Andrea Cooke
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

1. **Call to Order**
   Mayor Lester M. Miller

2. **Prayer**
   Kathy Branzell, National Day of Prayer Task Force

3. **Pledge of Allegiance**

4. **Presentations**
   a. Presentation to Barbara Higby, cancer survivor, a Proclamation recognizing September as Ovarian Cancer Awareness Month (Sponsored by:)

5. **Public Comments on Agenda Items**

6. **Approval of Minutes**

7. **Consent Agenda**

   a. A Resolution Of The Macon-Bibb County Commission To Reappoint Louis Frank Tompkins To The Macon-Bibb County Transit Authority (Sponsored by: Lester M. Miller, Mayor)

b. GH Express located at 2900 Riverside Drive, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

c. Shell Food Mart located at 4338 Hartley Bridge Road, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

d. Marathon Prime located at 5013 Harrison Road, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

e. USA Grocery located at 2590 Rocky Creek Road, Macon, GA
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

f. Gold Bar Macon located at 518 Cherry Street, Macon, GA
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With LocaliQ, In The Amount Of $55,000.00, For The Provision Of Digital Marketing Services For Air Service At The Middle Georgia Regional Airport, Payable From The Airport Fund – Airport-Middle Ga Regional – Prof Services – Other Line Item (Sponsored by: Lester M. Miller, Mayor)

h. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Inspiring Healthy Lives, LLC For The Provision Of Counseling Services, In An Amount Of Up To $37,688.00, To Be Paid From Family Treatment Court Grant Funds (Sponsored by: Lester M. Miller, Mayor)

i. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Memorandum Of Understanding With Miami-Dade Innovation Authority, Inc., To Participate In The Catalyst Challenge, With A Required Local Match Of $50,000.00 For The Pilot Demonstration; Appropriating $50,000.00 From General Fund - Fund Balance For The Required Local Match; (Sponsored by: Lester M. Miller, Mayor)

j. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Lease Agreement With Sandra Khoury For The Lease Of Office Space At 203 West White Road, Byron, Georgia, For Up To Three Years, With An Initial Rental Rate Of $18,600.00 Per Year, To Be Paid From The Public Defender Departmental Budget – Rentals Land & Building Line Item (Sponsored by: Lester M. Miller, Mayor)

k. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Independent Contractor Agreement With Playsouth, LLC, D/B/A Play South Playground Creators In The Amount Of Ninety-Eight Thousand, Two Hundred Ninety-Five Dollars And Twenty Cents ($98,295.20), For The Purchase And Installation Of A Composite Play Structure At Lynmore Estates Park, To Be Paid From Community Block Development Grant (CDBG) Funds (Sponsored by:)

l. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A BJA FY25 Edward Byrne Memorial Justice Assistance Grant From The Department Of Justice Office Of Justice Programs, In The Amount Of $170,541.00, With No Local Match Required, To Be Used By The Bibb County

Sheriff's Office To Purchase Technology Equipment And For Training (Sponsored by: Lester M. Miller, Mayor)

m. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Accept Federal Highway Administration FY 2024 Safe Streets And Roads For All (SS4A) Implementation Grant Funds In The Amount Of $5,630,440.00 To Fund The Development Of A Multiuse Trail And Sidewalk Loop Along Gray Highway; Appropriating Up To $1,407,610.00 From The 2018 Splost Fund – Roads, Other Line Item, To Be Used As The Required Local Match Funds; (Sponsored by: Lester M. Miller, Mayor)

n. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Georgia Releaf Grant From The Georgia TreeCouncil, In An Amount Of Up To $13,050.00, With No Local Match Required, To Plant Oak Trees At Freedom Park; (Sponsored by: Lester M. Miller, Mayor)

o. An Ordinance Of The Macon-Bibb County Commission Setting The Millage Rate At 9.575 Mills, To Be Levied And Assessed For The Year 2026 Upon The Taxable Property Located In The Macon-Bibb County Tax District (Sponsored by: Lester M. Miller, Mayor)

p. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Cotton Avenue Running Between First Street And Mulberry Street Lane, And That Portion Of Mulberry Street Lane Running Between Cotton Avenue And Second Street In Honor Of Otis Redding In Recognition Of His Achievements In Music And Significant Contributions To The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed $500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Signage; And For Other Lawful Purposes. (Sponsored by: Lester M. Miller, Mayor)

q. An Ordinance Of The Macon-Bibb County Commission To Dedicate Emory Avenue In Honor Of Pastor H. Larry Eason In Recognition Of His Leadership And Service To The Greater Little Rock Baptist Church; Appropriation Of An Amount Not To Exceed $500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Signage; (Sponsored by: Paul Bronson, Commissioner)

8. Public Comments on Non Agenda Items

9. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement,claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb Countyor any officer or employee or in which the county or any officer or employee may be directly involved as provided inO.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);

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REAPPOINT LOUIS FRANK TOMPKINS TO THE MACON-BIBB COUNTY TRANSIT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Transit Authority was established pursuant to 1980 Ga. Laws, p. 4313, § 1.1; and

WHEREAS, the composition and terms of membership for the Macon-Bibb County Transit Authority was amended pursuant to 1995 GA. Laws, Act 47, § 1; and

WHEREAS, the governing and administrative body of the authority consists of Board members appointed by the Mayor of Macon-Bibb County and said appointments are subject to approval by the Macon-Bibb County Commission; and

WHEREAS, members of the Board must be residents of Macon-Bibb County for the entire term of their appointment and shall be at least twenty-five (25) years of age; and

WHEREAS, each Board member serves for a term of five (5) years and is eligible for reappointment; and

WHEREAS, Louis Frank Tompkins has been recommended by Mayor Lester M. Miller for reappointment to the Transit Authority for a term of five (5) years; and

WHEREAS, Louis Frank Tompkins has expressed his interest and willingness to serve on the Macon-Bibb County Transit Authority, and meets all requirements necessary for reappointment; 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 Louis Frank Tompkins is hereby reappointed to serve as a member of the Macon-Bibb County Transit Authority, with said term to begin September 20, 2026, and expire September 19, 2031.

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 _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2026 Miller Reappointing Louis Frank Tompkins To The Macon-Bibb County Transit Authority Board 8-24-2026.docx

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ADDED TO THE SEPTEMBER 1, 2026 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	X *Malt Packaged to Go	$800	X 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	X 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 good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership…Must submit 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

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Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 82-3400443 State Tax ID#: 309-172841

Business Name: RADHEYSHYAM KRISHNA RETAIL VENTURES-INC Corporate and Trade Name: DBA GH EXPRESS

Local Business Address: 2900 Riverside Drive Macon, GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: SAME
Street Address (City State Zip)

Local Business Phone #: 912-548-7744 Email Address: ghexpress2900@gmail.com

Contact Person: Rajan Patel Contact Phone #: 912-548-7744

AGENT

Agent's Name: Rajan Patel Agent's Title: OWNER

Date of Birth [redacted] Social Security Number [redacted]

Home Address: 1163 WASHINGTON ST City: WAYCROSS State: GA Zip: 31503

Home Phone #: 912-548-7744 Email: ghexpress2900@gmail.com

Mailing Address: 2900 riverside drive 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: _____

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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):	RAJAN NILESH PATEL		
Address	463 WASHINGTON ST WAYCROSS, GA 31503		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN	[redacted]	

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

I, RAJAN NILESH PATEL give consent to the above named entity to perform periodic criminal history background checks for the duration of my employment.

Signature _____ Date 07-14-2026

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 III Info Received
	Sworn Criminal Justice Employment (Z) - State and III 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

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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: RADHEJSHAM KRISHNA RETAIL VENTURES INC

Printed Name of Applicant: Rajan Patel

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14 DAY OF July, 2026.

Jasmine Barnes
NOTARY PUBLIC

04.04.2029
MY COMMISSION EXPIRES

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

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MEASUREMENT FORM

Retail Packaged Sales of Distilled Spirits
Macon-Bibb County Code Chapter 4, Article IV

APPLICANT: **Raian Patel**

PROPOSED LICENSE: **BEER, WINE PACKAGE TO GO**

BUSINESS LOCATION: **2900 Riverside Drive**

BUSINESS NAME: **GH Express (Radheststam Krishna)**

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 continue 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

__ X__ _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 Hayes - Macon–Bibb County Engineer

Date: 7/07/26

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

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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

GH Express (Radhetshtam Krushna retail venture)
#2900 Riverside Drive

2,400' — SCHOOL GROUND property line
Rosa Taylor Elementary

2,750' — SCHOOL BUILDING
Rosa Taylor Elementary

8,200' — COLLEGE CAMPUS property line
Miller-Mott Technical College

18,400' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

17,750' — PUBLIC LIBRARY or BRANCH building
Washington Memorial

7,150' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Northside Senior Village

2,800' — CHURCH (building)
Ingleside Baptist Church

2,550' — CHURCH GROUNDS
Ingleside Baptist Church

3,550' — M-B COUNTY RECREATION CENTER property
Theron Vasery Park Community Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
Applicant self-identifies as a:
"Gas Station"

OK!
Paul J. Hoinowski
July 17, 2026

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the Monroe County/Macon Reporter
Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION

THE MONROE/MACON REPORTER

Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION IN THE STATE OF GEORGIA COUNTY OF BIBB

APPLICANT: RAJAN PATEL

BUSINESS NAME: GH Express

BUSINESS ADDRESS: 2900 Riverside Dr.

CITY, STATE, ZIP: MACON GA 31204

CONSUMED ON OR OFF PREMISE: Off

MALT BEVERAGE, WINE, LIQUOR: BEER and WINE

GEORGIA – BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR ALCHOHOL LICENSE

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 02/03/2026, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as GH Express.

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 (14) days of the date shown below.

7/15/2026

I, Will Davis, do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia and that the legal advertisement of Notice of Publication was published in the Monroe County/ Macon Reporter on the following date(s):

7/15/2026, 7/22/2026

Will Davis, Publisher

Sworn Before Me

This 22nd Day

of JULY

Lauren Elizabeth Faulkner

Notary Public, Bibb County

LAUREN ELIZABETH FAULKNER
NOTARY PUBLIC
BIBB COUNTY, GA
MY COMMISSION EXPIRES
June 08 2030

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

ZONING COMPLIANCE

PERMIT NO: ZC-2026-2224	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 07/22/2026
PARCEL NO: O054-0152	**ZONING DISTRICT:** C-4	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Rajan Patel Radheyshyam Krishna Retail Ventures INC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	2900 RIVERSIDE DR	
PROPERTY OWNER'S NAME:	SHIVOHUM CRE LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

Approval is granted for a fueling center with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. No more than six (6) amusement or gaming machines are authorized by this approval and the floor area as utilized by these machines or their patrons shall be less than thirty (30) percent of the gross floor area of the establishment; should the machines and their patrons occupy more than this or should there be more than six (6) machines, a separate application for an amusement facility/indoor recreation facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 07/22/2027

APPROVED BY: Trisha Kawa

This permit or certificate of appropriateness authorizes construction, alteration, or other work on the specific parcel of land identified herein. Where an approved use requires a business license, this zoning permit shall be displayed at all times in conjunction with the business license. Issuance of this permit is expressly conditioned upon compliance with all applicable local, state, and federal laws, ordinances, rules, and regulations. All construction activities and land use conducted pursuant to this permit shall strictly conform to the plans, applications, and supporting documents submitted to and approved by the Macon-Bibb County Planning and Zoning Commission. This permit is issued exclusively for the property and the individual or legal entity named and confers no rights beyond those expressly granted. Except for permits issued for single-family residences or duplexes, any change in the individual or entity conducting the approved use shall require the submission and approval of a change of ownership application by the Commission. A change of ownership shall not authorize any expansion or modification of the approved use, nor shall it negate the requirement for compliance with all applicable regulations. The successor permit holder shall be bound by and subject to all conditions imposed under the original permit. This permit shall expire in accordance with the provisions of Section 27.26 of the Comprehensive Land Development Resolution.

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Radheyshyam Krishna Retail Ventures, Inc.**	Control Number:	**26135911**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**1163 Washingston Street, Waycross, GA, 31503, USA**	Date of Formation / Registration Date:	**6/18/2026**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Wendy Del'Acqua**

Physical Address: **191 E Cherry Street, Jesup, GA, 31546, USA**

County: **Wayne**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

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: GH EXPRESS Name of Corporation: RADHESHYAM KRISHNA Retail Ventures INC

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

Individual:

Name and Title: RAJAN PATEL /OWNER Telephone Number: 912-548-7744

Date of Birth: [redacted] Social Security Numbe[redacted]

Residential Street Address: 1163 WASHINGTON ST WAYCROSS GA 31503

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

Mailing Address: 2900 Riverside Drive 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 (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: _____

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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: RAJAN Last Name: PATEL

Home Address: 1163 WASHINGTON ST City: WAYCROSS State: GA Zip: 31503

Home Phone #: 912-548-7744 Email: 9hetpress2900@gmail.com

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

Mailing Address: 2900 riverside drive City: MACON State: GA Zip: 31204

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

CERTIFICATION

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

Applicant's Signature

07-14-2026
Date

I hereby certify that Rajan 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 14 day of July, 20 26.

Jasmine Barnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

04.06.2029
My Commission Expires

Rev. 7/202121

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T76JP83GMC6XW

Certificate of Completion

This is to certify that

Rajan Patel

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Wednesday, Jul 29 2026

Marshall Talley
Trainer

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Rajan Patel

AH001819

ALCOHOL HANDLER

EXP: 12/31/2026

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COMMERCIAL LEASE

STATE OF GEORGIA
BIBB COUNTY

THIS LEASE made and entered into effective as of this July 29,2026 by and between SHIVOHUM CRE, a Georgia limited liability company, hereinafter designated as "Lessor", and RADHEYSHYAM KRISHNA RETAIL VENTURES, INC., a Georgia corporation, hereinafter designated as "Lessee".

WITNESSETH:

WHEREAS, Lessor desires to lease certain real property located at 2900 Riverside Drive, Macon, GA 31204 more particularly described in **Exhibit "A"** attached hereto and made part hereof, together with all improvements thereon owned by Lessor (the "Leased Premises") to Lessee; and

WHEREAS, Lessee desires to lease from Lessor the Leased Premises;

NOW, THEREFORE, in consideration the premises and mutual covenants herein contained and other good and valuable consideration, Lessor and Lessee agree as follows:

1. **DESCRIPTION**: Lessor hereby demises and leases to Lessee and Lessee hereby leases and rents from Lessor the Leased Premises, together with all improvements owned by Lessor and located thereon and all easements and privileges for use in connection therewith.

2. **TERM**: The term of this Lease commences as of the date hereof (the "Commencement Date") and ends at 12:00 Noon on the date that is fifteen (15 Years) later or on such earlier date as this Lease may terminate in conformity with its provisions hereinafter set out.

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3. **PERSONAL GUARANTY**: This Lease shall be personally guaranteed by Rajan Patel by separate agreement as required by Lessor.

4. **RENTAL**: During the term of this Lease, Lessee shall pay to Lessor in advance seven thousand dollars ($7,000.00) per month, the first payment of which shall be due on the 1st day of Month, and continue on the same day of each succeeding month. Said monthly rent is to be paid in advance, without any setoff or deduction whatsoever. Should Lessee fail to pay said monthly rent when due, a penalty of ten (10%) percent of such sum shall immediately accrue and be added to such monthly rent. Payments shall be made by electronic funds transfer initiated by Lessor on the first day of each month.

5. **USE OF LEASED PREMISES:** Lessee shall use and occupy the Leased Premises only for its retail gasoline and convenience store business. Lessee shall at all times maintain a valid license to sell beer and wine and thus sell beer and wine at all times. In addition, Lessee shall sell lottery tickets unless both parties agree otherwise. Lessee shall maintain a minimum of $50,000.00 of inventory at all times excluding lottery and fuel.

6. **COMPLIANCE WITH LAWS:**

(a) Lessee covenants to comply with all Federal, State, County and City laws, rules, regulations, particularly those of Georgia EPD and ordinances applicable to the Leased Premises, Lessee's business operations thereon, and that of any subtenant authorized by the terms of this Lease; and except as provided herein shall promptly comply with all governmental orders and directions for the correction, prevention and

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abatement of nuisances and code or ordinance violations in, upon or connected with the Leased Premises, including such orders from Georgia EPD.

Lessee shall, throughout the term of this Lease, conduct, monitor and report to Lessor and Lessee regulatory compliance with respect to (i) tank, line and dispenser tightness; (ii) cathodic protection of tanks and lines; (iii) inventory reconciliation; and (iv) any other Georgia EPD environmental reporting or monitoring requirement now or hereafter applicable to the Leased Property arising pursuant to Georgia law and/or Georgia EPD Rules including such as shall concern the Georgia Underground Storage Tank Trust ("GUST") and the regular payment per gallon of motor fuel of GUST fees. Lessor shall tender in a timely manner the regular invoices it shall receive from such environmental services company, or companies, for said work to Lessee. Lessee shall pay said invoices within thirty (30) days of the date Lessor shall tender same to Lessee.

(b) Lessee agrees to timely comply with any and all Environmental Law as hereinafter defined and all Federal Occupational Safety and Health laws and regulations applicable to the Leased Premises. Lessee will not permit or conduct or permit others to conduct or discharge any hazardous material on the Leased Premises nor conduct hazardous activity on the Leased Premises.

(c) "Environmental Law" shall mean the Georgia Underground Storage Tank Act of 1988, O.C.G.A. § 12-13-1 et seq. as amended, the Resource Conservation and Recovery Act of 1976,42 U.S.C. Sections 6901, et seq., as amended ("RCRA"); the Comprehensive Environmental Response Compensation and Liability Act of 1980,42 U.S.C. Sections 9601, et seq. (original act known as "CERCLA" or "Superfund", the Amendments are known as "SARA:); the HSWA amendments to RCRA regulating

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Underground Storage Tanks ("USTS"), 42 U.S.C. "6991-6991(i); the Clean Air Act of 1963 as amended in 1970 and 1977, 42 U.S.C. § 7401, et seq. ("Clean Air Act"); the Federal Water Pollution Control Act of 1976, as subsequently amended by the Clean Water act of 1977 and 19.87, 33 U.S.C. "1251, et. seq. ("Clean Water Act"), and the Toxic Substances Control Act of 1976, 15 U.S.C." 2501 ("TSCA"), and all other Legal Requirements implementing or otherwise dealing with the subject matter of the preceding Georgia or Federal statutes or otherwise affecting, concerning or relating to the Environment, and all regulations and rules issued pursuant to same.

7. **ALTERATIONS AND IMPROVEMENTS:** Lessee agrees that it will not make any improvements, alterations or additions to the Leased Premises without the prior written consent of Lessor which consent Lessor shall not unreasonably withhold. Lessee agrees not to cause or suffer the estate of Lessor in the Leased Premises at anytime during the term hereof to become subject to any lien, charge or encumbrance as a result of any improvement or as a result of any action or renovation of Lessee on the Leased Premises and Lessee agrees to promptly indemnify Lessor against any lien, cost, damages or expenses that may arise from such alterations or improvements. Upon termination of this Lease, any additions, alterations or improvements made to the Leased Premises including without limitation any coolers or refrigerating units Lessee may install shall become the property of Lessor.

8. **MAINTENANCE and REPAIRS:**

(a) The intention of the parties is that this Lease is a triple net lease meaning that the Lessee is responsible for all expenses relating to the Leased Premises including real estate taxes, insurance, and all repair, replacement, and maintenance. The Lessee

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shall at all times during the term of this Lease keep the Leased Premises, including, but not limited to, buildings, signage, canopies, pump islands, tanks, pumps, lines, driveways, parking areas, walks and other areas in well maintained and safe condition. Any replacement or repair due to regulatory requirement or otherwise shall be the sole responsibility of Lessee. Lessee shall not permit waste to be committed as to the Leased Premises nor any condition to exist which creates a nuisance or a hazard to employees, customers, invitees contractors or other persons lawfully using the Leased Premises. Lessee shall at all times comply with any and all local, state and federal authorities which may seek to promote public safety.

(b) The Lessee shall timely make all needed repairs and/or replacements to the Leased Premises.

(c) In no event shall Lessee be responsible for destruction or loss to the Leased Premises caused by fire, flood, storm, civil commotion or other unavoidable cause to the extent such losses are covered by the insurance policy or policies hereinafter described, other than for such deductible or deductibles as such policy or policies may require be paid by Lessee.

(d) Lessor shall be responsible for the tanks that are subsurface and any maintenance or hazards that are a result of the operation of the business or control thereof prior to the date of this Lease.

(e) Lessor Responsibilities: Lessor shall be responsible for all underground storage tanks, underground piping, underground product lines, and environmental conditions existing below ground, except to the extent caused by Lessee's negligence or intentional misconduct after the Commencement Date.

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(f) Lessee Responsibilities: Lessee shall be responsible for all improvements, equipment, repairs, replacements, and maintenance located above ground, including without limitation the building, roof, HVAC, dispensers, pump components located above ground, canopies, canopy lighting, signage, parking lot maintenance, coolers, and all other improvements not expressly assigned to Lessor.

9. LESSEE INSURANCE REQUIRED:

(a) Lessee shall, at its sole cost and expense, procure and maintain throughout the term of this Lease the following insurance: (i) Comprehensive general liability insurance with a single minimum limit of $1,000,000.00 per person and $3,000,000.00 aggregate in respect to bodily injury or death to one or more than one person and insured fire and extended coverage property insurance covering the Leased Premises and improvements in the amount of the full replacement cost thereof, which insurance shall name Lessor as an additional insured; (ii) Worker's Compensation insurance as required by the State of Georgia; and (iii) business interruption coverage, since rent shall not abate in the event of a casualty. Lessor shall be an additional insured under the general liability and property damage policies and Lessee shall cause Lessor to receive from the insurer annually a certificate of insurance setting out such coverage. No changes shall be made to same without Lessor's consent. Such policy or policies shall be in place on the Commencement Date hereof and remain in effect at all times during the term or terms of this Lease. Lessee shall furnish Lessor such certificates upon execution of this Lease and within five (5) days of each annual policy renewal.

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(b) Each such certificate shall provide that the insurer will give thirty (30) days written notice to Lessor prior to cancellation, modification, or non-renewal of the insurance evidenced thereby.

(c) No casualty to the Leased Premises, or personal property thereon, whether such damage or destruction be partial or total, shall permit Lessee to terminate the Lease or relieve Lessee from its obligations to pay in full the Rental Payments and other sums and charges payable by Lessee hereunder or from any other obligation under the Lease.

(d) Lessee's failure to comply with the foregoing requirements relating to insurance shall constitute an event of default hereunder. In addition to the remedies provided in this Lease, Lessor may, but is not obligated to obtain such insurance and Lessee shall pay to Lessor upon demand as additional rental the premium cost thereof plus interest at the rate of ten percent (10%) per annum from the date of payment by Lessor until repaid by Lessee.

10. UTILITIES: Lessee shall pay for all utilities including but not limited to water, gas, electricity, sewage and garbage disposal service and all other utilities and utility connections used on or about the Leased Premises.

11. TAXES: Lessee hereby agrees to pay, prior to delinquency, all real property, taxes, assessments and other governmental charges of any kind or nature which at any time during the term of this Lease may be assessed, levied or imposed by any governmental authority upon or with respect to the Leased Premises. Lessee also agrees to pay any and all personal property taxes levied or imposed by any state and local governmental authorities with respect to Lessee's gasoline and convenience store

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businesses. Lessor shall deliver the tax bill to Lessee at the time of its reception and upon the Lessee paying the bill, Lessee shall give receipt of such payment to Lessor.

Nothing contained in this Lease shall be interpreted as requiring Lessor to pay any estate, inheritance, transfer or sales tax to or for the benefit of Lessee, nor any tax based on or measured by the income of the Lessee nor any franchise taxes assessed against Lessee. Notwithstanding anything contained herein to the contrary, Lessee agrees to pay for the year 2026 all real and personal taxes assessed against the Leased Premises.

12. COVENANT TO HOLD HARMLESS: Lessee agrees that during the term of this Lease, Lessor shall be kept free, harmless and fully indemnified at all times by Lessee against any and all loss, damage, costs, expenses or liability arising out of or in any way connected with accident or injury sustained to person and property or any other happenings in, upon or about the Leased Premises and the appurtenances thereto belonging, including, without limitation, any liability arising under any violation by Lessee of any environmental law or occupational safety and health law with respect to the premises, whether caused by Lessee, its invitees, or licensees. Lessee shall reimburse Lessor for all, if any, expenses Lessor may incur with regard to claims made resulting from accident or injury on the Leased Premises (courts costs, fees, settlements, etc.).

13. ACCESS TO PREMISES: Lessor reserves the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same.

14. EMINENT DOMAIN: If more than twenty-five percent (25%) of the surface area of the Leased Premises should be taken for any public or quasi-public use

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under governmental law, ordinance, regulation or order by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority. All condemnation awards inure to the benefit of Lessor.

If less than twenty-five percent (25%) of the Leased Premises should be taken as aforesaid, this Lease shall not terminate. However, the annual minimum rental set forth in Section 4 hereof payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority.

15. DEFAULT BY LESSEE AND REMEDIES: The following events shall be deemed to be events of default by Lessee under this Lease:

(a) Should Lessee fail to pay when due any sums described in Section 4 herein, and five (5) days shall have passed since receipt of written notice from Lessor that such sum or sums were not so paid, Lessee shall be in monetary default.

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease other than the payment of rent and Sections (c), (d), (e), & (f) of this paragraph, and shall not have cured such failure within twenty (20) days after written notice thereof to Lessee, or actively working on curing but no more than 60 days, or Lessee is under default of the Motor Fuel Sales Agreement signed contemporaneously with this Agreement.

(c) All notices, offers, requests, demands, and other communications pursuant to this Lease shall be given in writing by personal delivery, by prepaid first class mail

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properly addressed with appropriate postage paid thereon, electronic mail, facsimile transmission, or overnight delivery, and shall be deemed to be duly given and received on the date of delivery if delivered personally, on the third day after the deposit in the United States Mail if mailed, upon acknowledgment of receipt of electronic transmission if sent by electronic mail or facsimile transmission, or on the next day after delivery by overnight courier. Notices shall be sent to Lessor at the address specified below and to Lessee at the address specified below until the commencement of the Term and thereafter at the address of the Leased Premises, or to such other address as either party may have been previously furnished in writing to the other party at least ten (10) days prior thereto. Notwithstanding the foregoing, payments due Lessor under the terms of this Lease shall be deemed to have been duly made only when actually received by Lessor.

Lessor: _____ Lessee: _____

(d) Lessee or Guarantor shall become insolvent, or shall make a transfer in favor of creditors, or shall make an assignment for the benefit of creditors.

(e) Lessee or Guarantor shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof or Lessee or any guarantor of Lessee's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Lessee or any guarantor of Lessee's obligations under this Lease thereunder.

(f) A receiver or trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee.

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(g) Lessee shall do or permit to be done anything which creates a lien upon the Leased Premises.

(h) Death of Guarantor is considered a default under this Agreement.

16. REMEDIES IN EVENT OF LESSEE DEFAULT: Upon the occurrence of any events of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which he may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor. Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises, with or without terminating this Lease, and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor.

(c) Enter upon the Leased Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this Lease and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's

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obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

(d) Relet the Leased Premises on such terms as Lessor deems advisable with or without terminating this Lease and do all things and take all actions as may be necessary or desirable, in Lessor's sole discretion, to accomplish such reletting.

In the event Lessor elects to re-enter or take possession of the Leased Premises after Lessee's default, Lessee hereby waives notice of such re-entry or repossession and of Lessor's intent to re-enter or retake possession. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or provided by law, nor shall pursuit of any other such remedy constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained.

17. LESSOR-LESSEE RELATIONSHIP: Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee other than the relationship of Lessor and Lessee.

18. GRAMMATICAL CHANGES: The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

19. EXECUTION OF LEASE: The submission of this Lease for examination does not constitute a reservation of or option of the Leased Premises, nor

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does it confer any rights upon Lessee. This Lease becomes effective as a Lease only upon execution and delivery thereof by Lessor and by Lessee.

20. QUIET POSSESSION AND ACCEPTANCE: Lessor covenants, subject to the default clauses contained herein, that Lessee upon performing all of its obligations hereunder shall peacefully and quietly have and hold the Leased Premises for the term of this Lease. Lessee hereby accepts the Leased Premises 'AS IS' as of the date of the execution of this Lease.

21. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties hereto.

22. SUBORDINATION AND ATTORNMENT: Lessee agrees that its rights hereunder shall be subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Leased Premises and to all advances made or hereafter to be made upon the security thereof. Lessee shall, in the event any proceeding is brought for the foreclosure of, or in the event a deed is given in lieu of foreclosure of, any mortgage made by Lessor covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Lease, provided such purchaser elects to adopt this Lease and gives Lessee written notice thereof. Lessee agrees to execute any instruments evidencing such subordination and attornment as may be reasonably required by the holder of any deed to secure debt that encumbers the Leased Premises.

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23. ASSIGNMENT OR SUBLETTING:

(a) Except as otherwise permitted herein, Lessee shall not sell, assign, mortgage, encumber, or in any manner voluntarily or involuntarily transfer this Lease or any estate or interest therein, nor rent or sublease the Leased Premises or any part thereof or grant any license or concession therein without the written consent of the Lessor prior to such act in each instance. No such sublease shall be for a term extending beyond the then remaining term of this Lease.

(b) Should a change in the controlling interest in Lessee be contemplated at any time during the term, Lessee shall notify Lessor in writing within thirty (30) days before such proposed transfer and Lessor shall have thirty (30) days from receipt of said notice to in its sole discretion approve or disapprove of such proposed transfer of control of Lessee.

24. AMENDMENT OR MODIFICATION: This Lease may be amended or modified at any time and from time to time by agreement in writing signed by the parties hereto.

25. MISCELLANEOUS:

(a) Holding Over. If Lessee remains in possession of the Leased Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, the rent shall be the rental rate in effect at the end of this Lease and there shall be no renewal of this Lease by operation of law. In the event Lessee holds over, Lessee shall relinquish all of its right, title, interest and possession in, to and of the Leased Premises within ten (10) days after demand by Lessor and such holding over shall not establish a tenancy at will.

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(b) Section Titles. The section titles are inserted herein only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

(c) Attorney's Fees. In the event of default, and collection efforts are instituted, Lessee agrees to pay all costs of collection, including fifteen percent (15%) of the amount owed as attorney's fees, if collected by or through an attorney at law.

(d) Posting. Lessee agrees that for a period of two (2) months prior to the expiration of this Lease, Lessor shall have the right to display a customary "For Rent" sign on the exterior of the Leased Premises.

(e) Provisions Severable. If any term or provision of this Lease or the application thereof to any person or circumstance 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 as 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 enforceable to the fullest extent permitted by law.

(f) Forbearance. Forbearance by Lessor 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.

(g) Outdoor Advertising Signs. Lessor reserves all rights to erect, maintain, and repair any future outdoor advertising signs.

(h) Right of Frist Refusal - Mutual. Lessor agrees to give a Right of First Refusal to Purchase the real estate to Lessee and Lessee agrees to give a Right of First Refusal to Purchase the business to Lessor.

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(i) Entire Agreement. This Lease constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Lease may not be modified or amended except in writing signed by both parties hereto.

(Signatures following on next page)

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In witness whereof, this lease is executed under seal by the undersigned as of the day and year written above.

LESSOR:

SHIVOHUM CRE, LLC

By: _____(L.S.)
Name: Neal Shah
Title: Owner

Witness

LESSEE:

RADHEYSHYAM KRISHNA RETAIL VENTURES, INC.

By: _____(L.S.)
Name: Rajan patel
Title: Owner

Witness

Accepted by Guarantor:

_____(L.S.)
Rajan Patel

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EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 357 and 362 of the 13th Land District, Bibb County, Georgia, and shown on a plat made by A. G. Giometti & Assoc., Inc. on November 17, 1961, which plat is recorded in Plat Book 34, Folio 218, Clerk's Office, Bibb Superior Court, and being more particularly described as follows:

BEGINNING AT A POINT at the southeast corner of an iron pin located at the intersection of the southwest side of Riverside Drive and the northwest side of King Alfred Drive; running thence South 54 degrees 8 minutes 30 seconds West along the northwest side of King Alfred Drive 250 feet to an iron pin; running thence North 36 degrees 30 minutes West 150 feet to an iron pin; running thence 54 degrees 8 minutes 30 seconds East 250 feet to an iron pin on the southwest side of Riverside Drive; running thence South 36 degrees 30 minutes East 150 feet along the southwest side of Riverside Drive to an iron pin on the northwest side of King Alfred Drive and the point of beginning.

This is the same property described in a deed from Walthall Oil Company to Zeal A. Desai dated March 30, 20, and recorded in Deed Book 1955, Page 207, Clerk's Office, Bibb Superior Court.

LESS AND EXCEPT, HOWEVER, that property taken by the Georgia Department of Transportation in Civil Action No. 09CV51095, Superior Court of Bibb County, Georgia.

Subject, however, to all easements, restrictions, and rights of way of record.

Property Address: 2900 Riverside Drive, Macon, GA 31204

Parcel ID: O054-152

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

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: 07-14-2026

Business Name: RADHEYSHYAM KRISHNA RETAIL VENTURES INC

I hereby certify that Rajan 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 30 day of July, 20 26.

CAMILA M TORRES LEBRON NOTARY PUBLIC BIBB COUNTY, GEORGIA

Notary Public

April 17 2028
My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: _____ Date: 07-14-2026
(If different from Agent)

Title: OWNER

Business Name: RADHEYSHYAM KRISHNA RETAIL VENTURES DBA: GH EXPRESS

I hereby certify that Rajan 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 30 day of July, 20 26.

CAMILA M TORRES LEBRON NOTARY PUBLIC BIBB COUNTY, GEORGIA

Notary Public

April 17 2028
My Commission Expires

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: RADHEY SHYAM KRISHNA RETAIL VENTURES INC

DBA GH EXPRESS

Business Address: 2900 Riverside 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.

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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) 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

07-14-2026
Date

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

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.

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

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: RADHEYSHAM KRISHNA RETAIL VENTURES INC

Business Address: 2900 RIVERSide 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.

Code Enforcement Department Designee — Date: 7/17/2026

☐ **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 — Date: 07-17-2026

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

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	Rajan Patel Print Name	07-14-2026 Date

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

Alcohol License Questionnaire

Name of Business: RADHEYSHYAM KRISHNA RETAIL VENTURES INC
Owner's Name: RAJAN PATEL
Address: 2900 riverside drive
MACON GA 31204

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

Signature	Print Name	Date
[signature]	Rajan Patel	02-11-2026

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

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: RADHEY SHYAM KRISHNA RETAIL VENTURES Inc

Business Address: 2900 Riverside 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

07-14-2026
Date

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

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 #

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: RAJAN PATEL / BUSINESS OWNER Business
2. Name of the subject of this Certificate, if different from the applicant:
RAJAN PATEL / RADHEYSHYAM KRISHNA RETAIL VENTURE 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.
RADHEYSHYAM KRISHNA RETAIL VENTURES DBA GH EXPRESS

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.

RAJAN PATEL
Print and Sign Name

Sworn to and subscribed before me this
14 day of July, 20 26.

Jasmine Barnes
Notary Public
My Commission Expires: 04.04.2029

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: RADHESHYAM KRISHNA RETAIL VENTURES INC
2. Name of the subject of this Certificate, if different from the applicant: DBA: GH EXPRESS

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.

RAJAN PATEL

Print and Sign Name

Sworn to and subscribed before me this 30 day of JULY, 2026

Notary Public

My Commission Expires: April 17 2029

CAMILA M TORRES LEBRON NOTARY PUBLIC BIBB COUNTY GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Property Owner: Neal Shah / Shivchum CRE LLC owner
2. Name of the subject of this Certificate, if different from the applicant:
Radhey Shyam Krishna Retail Ventures Inc DBA GH Express
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.
Shah Distribution LLC
Riverside Mobil
Shivchum Imports
Shivchum 808

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.

Neal Shah
Print and Sign Name

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

Jasmine Barnes
Notary Public
My Commission Expires: 04.06.2029

JASMINE WEST BARNES
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

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: Rajan Patel

Business Name: Radheyshyam Krishna Retail Ventures Inc DBA GH Express

Business Address: 2900 Riverside Dr Macon, GA 31204

After initial review, further consideration of this application is:

Recommended Signed by: Megan S Foskey 56BB108C1163456 — 8/3/2026
Deputy Tax Commissioner, Macon-Bibb County, Georgia **Date**

Not Recommended _____
Deputy Tax Commissioner, Macon-Bibb County, Georgia **Date**

After investigation, I recommend that the license requested herein be: 8/8/2026

Granted DocuSigned by: David J Davis 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

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

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

ADDED TO THE SEPTEMBER 1, 2026 PRE-COMMISSION AGENDA

Docusign Envelope ID: E0F07646-9DB3-8A3C-82A8-2DFAE4457AF1

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 8/20/2026 (Date) Initial AB (Initials)

Comments

Code Enforcement confirmed functional gas pumps on 8.18.2026. Legal recommends approval.

Initials

_____ BSO Staff

Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

ADDED TO THE SEPTEMBER 1, 2026
PRE-COMMISSION MEETING

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	$2,900	*Malt Packaged to Go	$800	Wine Packaged to Go	$700
*Distilled Spirits C.O.P.	$2,900	*Malt C.O.P.	$800	*Wine C.O.P.	$700
*Distilled Spirits Wholesaler	$3,600	*Malt Wholesaler	$1,000	Wine Wholesaler	$800
*Distilled Spirits Manufacturers	$4,300	*Malt Manufacturer	$2,500	Wine Manufacturer	$1,700
Brewpub	$2,500	Out-of-Town Wholesaler	$100	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.12/24

Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 41-3557568 State Tax ID#: 3091174410

Business Name: Shell Foodmart Corporate and Trade Name: DADA1228 LLC

Local Business Address: 4328 Hartley Bridge Rd Macon GA 31216
(P.O. Box Not Allowed) City State Zip

Mailing Address: 4328 Hartley Bridge Rd macon GA 31216
Street Address (City State Zip)

Local Business Phone #: - Email Address: 4328shell@gmail.com

Contact Person: Rakesh Patel Contact Phone #: 478 832 9422

AGENT

Agent's Name: Rakesh Kymar Patel Agent's Title: owner

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

Home Address: 793 Barrington Hell Dr City: macon State: GA Zip: 31220

Home Phone #: - Email: 4328shell@gmail.com

Mailing Address: 4328 Hartley Bridge Rd City: macon State: GA Zip: 31216

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Rakesh Kymar Patel Title: owner

Home Address: 793 Barrington Hall Dr City: macon State: GA Zip: 31216

Home Phone #: - Email: 4328shell@gmail.com

Mailing Address: 4328 Hartley Bridge City: macon State: GA Zip: 31216

Rev. 12/24

Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

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):	Rakesh Kumar Patel		
Address	793 Barrington Hill Drive Mylon GA 31220		
Sex	Race	Date of Birth	Social Security Number
M	Indian	[redacted]	

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

I, Rakesh Kumar Patel give consent to the above named entity to perform periodic criminal history background checks for the duration of my employment.

R.N. Patel — 6-16-2026
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

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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: DADA 1228 LLC

Printed Name of Applicant: Rakesh Kumar Patel

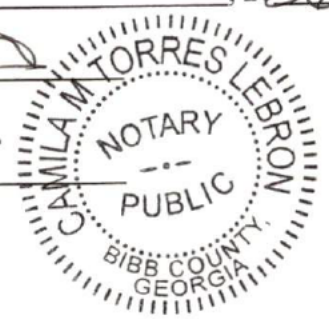
*Signature of Applicant: R.K. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 16 DAY OF June, 2026.

NOTARY PUBLIC

April 17 2028
MY COMMISSION EXPIRES



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SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Deferred Action - Temporary Employment Authorized

SAVE Response Details

Case Verification Number:	0026167173772QS
Employment Authorization Document (EAD) Expiration Date:	07/17/2027
Provision of Law Code:	C14

Agency Submitted Details

Full Name:	Rakeshkumar N Patel
Date of Birth:	
Alien Number:	
Initiated On:	
Initiated By:	CLEB27D2
Point of Contact Name:	Camila Lebron
Point of Contact Phone Number:	(478) 310-4431
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

MEASUREMENT FORM

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

APPLICANT: **Rakeshkumar Patel**

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

BUSINESS LOCATION: **4328 Hartly Bridge Rd, Macon, GA 31216**

BUSINESS NAME: **Dada 1228 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 __X__ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may continue 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. _____ Comply ____, but does not comply with other restrictions
__X__ 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: 4/20/26

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

Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

APPLICATION FOR AFFIDAVIT

DATE: 4-3-26

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: L

BEER ____ BEER L

WINE____ WINE L

MIXED DRINKS (Liquor) ____ ALCOHOLIC BEVERAGES (Liquor) 1

NAME OF BUSINESS: DADA 1228 LLC

LOCATION OF BUSINESS: 4328 Hartly Bridge RD Macon GA 31217

PERSON APPLYING FOR AFFIDAVIT: RakeshKumar Patel

TELEPHONE: 478 832 9422

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!

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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

DADA 1228 LLC
#4328 Hartley Bridge Road

* 294.24' — SCHOOL GROUND property line
Rutland High School

1,100' — SCHOOL BUILDING
Rutland High School

23,400' — COLLEGE CAMPUS property line
Middle Georgia State University

25,700' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

10,900' — PUBLIC LIBRARY or BRANCH building
Charles A. Langford Library

11,900' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Bloomfield Way

600' — CHURCH (building)
New Elim Baptist Church

430' — CHURCH GROUNDS
New Elim Baptist Church

9,600' — M-B COUNTY RECREATION CENTER property
South Bibb Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
Applicant self-identifies as a "Gas Station"

JWA

Refer to Attorney's Office
Paul J. Hornsby
April 15, 2026

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AFFIDAVIT OF PUBLICATION

The Monroe County Macon Reporter

Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION IN THE STATE OF GEORGIA COUNTY OF BIBB

Applicant: **Rakeshkumar Patel**
Business Name : SHELL FOOD MART, DADA1228 LLC,
Business Address : 4328 HARTLEY BRIDGE ROAD
City, State, Zip : MACON GA 31216
Consumed on or off premise: Off Premise
MALT BEVERAGE, WINE, LIQUOR: MALT BEVERAGE, WINE

GEORGIA. BIBB COUNTY
NOTICE OF INTENT TO FILE REQUEST FOR ALCOHOL LICENSE
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 02/03/2026, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **SHELL FOOD MART, DADA1228 LLC,**
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.
06/11/2026

I, Will Davis, do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia and that the legal advertisement of Notice of Publication
Will Davis Publisher

was published in the Monroe County/Macon Reporter on the following date(s):

05/20/2026, 05/27/2026

Sworn to and subscribed before me this day 11th of June 2026
Lana Marie Seay Notary Public
My commission expires:09/05/2028

Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

ZONING COMPLIANCE

PERMIT NO: ZC-2026-745	PERMIT TYPE: Permitted Use	DATE ISSUED: 04/01/2026
PARCEL NO: L120-0001	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	RAKESHKUMAR PATEL DADA1228 LLC	
PROPOSED USE:	Change of ownership Fueling Center with Alcohol Packaged-To-Go	
ADDRESS OF PROPOSED USE:	4328 HARTLEY BRIDGE RD	
PROPERTY OWNER'S NAME:	RANOLI MANAGEMENT INC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership for a fueling center with alcohol packaged to go. The hours of operation will be 6am to 10:30pm and there will be two (2) employees. No outside storage, sales, or display authorized by this approval. No signage authorized by this permit; signage shall require a separate Zoning compliance. No more than six (6) amusement or gaming machines are authorized by this approval and the floor area as utilized by these machines or their patrons shall be less than thirty (30) percent of the gross floor area of the establishment; should the machines and their patrons occupy more than this or should there be more than six (6) machines, a separate application for an amusement facility/indoor recreation 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.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 04/01/2027

APPROVED BY: Will Finkelstein

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.

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**DADA1228 LLC**	Control Number:	**26006657**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**4328 HARTLEY BRIDGE RD, MACON, GA, 31216, USA**	Date of Formation / Registration Date:	**1/5/2026**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**RAKESHKUMAR PATEL**
Physical Address:	**4328 HARTLEY BRIDGE RD, MACON, GA, 31216, USA**
County:	**Bibb**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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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: Shell Foodmart Name of Corporation: DADA 1328 LLC

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

Individual:

Name and Title: Dakesh Kymar patel Telephone Number: 478 832 9422

Date of Birth: [redacted] Social Security Numb [redacted]

Residential Street Address: 793 Barrington Hill Drive Macon GA 31220

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

Mailing Address: 4328 Hartly Bridge Rd Macon GA 31216

(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 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: _____

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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: Rakeshkumar B Last Name: Patel

Home Address: 793 Barrington Hall Drive City: Macon State: GA Zip: 31220

Home Phone #: [redacted] Email: DevPatel2509@gmail.com

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

Mailing Address: 2112 miller filed Rd 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 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

R.N. Patel
Applicant's Signature

12-3-2025
Date

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

This 3 day of December 2025.

Notary Public

CYNTHIA M. TORRES LEBRON NOTARY PUBLIC BIBB COUNTY, GEORGIA

April 17 2028
My Commission Expires

Rev. 7/2021

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CERTIFICATE OF COMPLETION

This certifies that

Rakeshkumar patel

is awarded this certificate for

TIPS Georgia Off-Premise and Alcohol Delivery Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	08/15/2025	08/15/2027	GA-OFF-000039192831

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE) (CUT HERE)

TIPS GA Off-Premise & Delivery

CERTIFIED

Issued: 08/15/2025 Expires: 08/15/2027

Certificate #: GA-OFF-000039192831

Rakeshkumar patel
7938errington Hall Drive, Macon, GA, USA
Macon GA 31220

Phone: 800-438-8477
www.gettips.com

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

Signature _____

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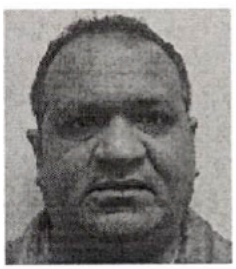
Rakeshkumar Patel



AH001620

ALCOHOL HANDLER

EXP: 12/31/2026

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COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this____ day of February, 2026, by and between **Ranoli Management, Inc.**, Georgia corporation (the "Landlord"), and **Dada 1228, LLC.**, a Georgia corporation (the "Tenant").

WITNESSETH:

1. Premises. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, keep and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property, to wit:

The convenience store space located within a building (the "Building") and canopy area for gas pumps, located at 4328 Hartley Bridge Road, Macon, GA 31216 (the "Premises") The Premises do not include the second suite within the Building (the "Restaurant Suite"). The common areas shared by both suites include the hallway connecting the two suites, the parking lot and all other areas outside of the Building (collectively, the "Common Area").

2. Term and Option to Renew.

i. Term. To have and to hold the same for a term of five (5) years, beginning on the 1st day of February, 2026 and ending on the 1st day of February 2031, at midnight, unless sooner terminated as hereinafter provided.

ii. Option To Renew.

A. Provided all installments of rent due under this Lease have theretofore been paid in full, and all other terms and conditions of the Lease have been fully complied with, Tenant shall have the option to renew this Lease under the same terms and conditions, for ONE (1) successive additional term of sixty (60) months beginning 1st day of February, 2031and ending at midnight on 1st day of February, 2036at a rental rate of Five Thousand Five Hundred ($5,500.00) Dollars per month unless the Tenant notifies Landlord of its intent not to renew within ninety (90) days of the expiration of the then current term.

B. Provided all installments of rent due under this Lease have theretofore been paid in full, and all other terms and conditions of the Lease have been fully complied with, Tenant shall have the option to renew this Lease under the same terms and conditions, for ONE (1) successive additional terms of sixty (60) months beginning 1st day of February, 2036and ending at midnight on 1st day of Feburary, 2041at a rental rate of Six Thousand and 00/100 ($6,000.00)Dollars per month unless the Tenant notifies Landlord of its intent not to renew within ninety (90) days of the expiration of the then current term.

3. Rental.

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A. Rent. Tenant agrees to pay Landlord a monthly rent during the term of this lease in the amount of Five Thousand and 00/100 ($5, 000.00) DOLLARS per month. The monthly installments of rent shall be due on the first (1st) day of each and every calendar month during the term of this Lease. The rentals for any portion of the lease term that does not coincide with a calendar month shall be prorated on a daily basis for the applicable number of days in the applicable month. A late charge of five (5%) percent shall be due on any rent payment not made by the Tenth (10th) day of the month. In addition to the late charge, amounts due from the Tenant but not paid timely shall bear interest at the rate of 18% per year. The payment of the late charge and any interest shall not excuse or cure an Event of Default nor be construed as a waiver of any other right or remedy of Landlord. Rental payments shall be made to Landlord (separate address for Landlord) payable in advance into Landlord's bank account per Landlord's instructions provided to Tenant, as may be changed from time to time, or to such other person and at such other place and in such other manner as Landlord shall hereafter designate in writing.

B. In addition to the Rent, Tenant shall pay Landlord one-twelfth ($1/12^{th}$) of Tenants portion of the insurance as set forth in Section 6(c), and the real property taxes in Section 8.

4. Security Deposit. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of Five Thousand Dollars ($5,000.00), as security deposit to be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease. Should any rent or any other amount due Landlord hereunder be overdue and unpaid, then Landlord may, at its option, apply all or a portion of said deposit to the payment of such overdue rent and other amount. Tenant shall, upon written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original sum, at any time Landlord makes such application.

5. Late Charge and Return Checks. Any and all sums due Landlord under this Lease shall be deemed past due on the day immediately following the date on which such sums are due and payable. Tenant shall pay as additional rent a late charge equal to TEN PERCENT (10%) of any installment of rent or other charges due under this Lease when paid more than Ten (10) days after the due date thereof. This charge shall be added to the amount then due and shall immediately be due and payable. Such sum represents liquidated damages, not a penalty, and is intended to compensate Landlord for additional administrative expenses it will incur as a result of Tenant's failure to make timely payments. In the event that Tenant's check for rental payment is dishonored by the bank, Tenant shall pay Landlord $75 as a handling charge in addition to the rent and late charges.

6. Insurance. Tenant shall, at its expense, procure and throughout the Lease Term maintain the following insurance:

(a) Comprehensive General and Premises Liability Insurance with limits of $1,000,000.00 combined single limit personal injury and property damage, which insurance shall contain a special endorsement recognizing and insuring contractual liability accruing to Tenant

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under this Lease.

(b) Workers' Compensation Insurance as required by the State of Georgia.

(c) Fire and Hazard Insurance.

i. Landlord shall, throughout the term of this lease, provide and keep in full force and effect insurance against loss or injury or destruction of any buildings now or hereafter erected on the Demised Premises resulting from fire or from any other hazard included in the so-called extended coverage endorsement and Tenant shall pay one-half of the costs of such insurance.

ii. Tenant shall, throughout the term of this lease, provide and keep in full force and effect insurance against loss or damage or injury or destruction to the contents now or hereafter placed in or on the Demised Premises and shall provide evidence of such coverage to Landlord and shall have Landlord named as additional loss payee under such policy or policies. Tenant agrees to always maintain an adequate level of insurance to adequately protect Landlord's interest in the Demised Premises.

(d) All insurance required by this Lease shall be with an insurance company properly licensed by the Georgia State Insurance Commissioner to do business within the State of Georgia and which company shall be acceptable to Landlord. Tenant shall furnish Landlord with certificates of such insurance and shall show the endorsement required herein. Each certificate shall provide that insurer will give thirty (30) days written notice to Landlord prior to cancellation of the insurance evidenced thereby and Landlord shall be named as additional insured in all policies called for under this Paragraph.

(e) In the event of non-payment of premiums by Tenant, the Landlord may, at Landlord's option, make said premium payments in the amount necessary to be determined by Landlord. The premiums so paid by Landlord plus interest at the highest rate then legally permissible shall become Additional Rent immediately due and owing from Tenant to Landlord.

(f) In case of any material damage to or of, the Premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage or destruction.

(g) Each insurance policy referred to in this Paragraph shall contain a clause expressly waiving any right of subrogation the insurer may have against either party hereto, and each party shall furnish the opposite party with a certificate of such insurance showing said waiver of subrogation.

7. Operating Expenses for the Common Area. Beginning with the commencement date

Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

of this Lease and continuing throughout the term hereof, Tenant agrees to be fully responsible for one-half of the operating expenses for the Common Area which expenses shall include, without limitation, all charges, and expenses incurred for operating, managing, equipping, lighting, painting, cleaning, repairing, replacing, resurfacing, and maintaining the Premises, and placing and keeping the same in compliance with existing and future laws and regulations, including, but not limited to, the driveways, parking lots, parking lot signs, sidewalks, landscaping, and other common areas, outside and underground utility lines and water retention facilities, building canopies and facades, repairs to vacant building, repairs to the roof. Operating Expenses shall likewise include sanitary assessments, security services, exterior pest control, water, sewer, and dumpster charges, and all equipment, supplies and material and the total cost for all personal and services necessary for implement all of the above items.

8. Real Property and Personal Property Taxes. Beginning with the commencement date of this Lease and continuing throughout the term hereof, Tenant agrees to be responsible for one-half of the real property taxes which shall include all real estate taxes, assessments, and governmental charges (including any special taxes or assessments) levied against the Property. Landlord may, at its option, contest any and all such taxes, assessments, or charges, and the cost for any such protest shall be considered part of the Property Taxes.

Tenant shall also be fully responsible for all personal property taxes assessed against Tenant's trade fixtures, equipment, inventory and such other tangible property.

9. Utility Bills. The Building is equipped with one water, sewer, electric and gas meter for utilities serving both the convenience store and restaurant suites in the Building. For such time as Restaurant Suite is not leased, Tenant shall pay all sewer, water, gas and electric bills; once the Restaurant Suite is leased, Tenant shall pay said bills in the amount that is the average of the bills for the last 12 months immediately preceding the leasing of the Restaurant Suite.

Tenant shall pay all other utility bills including, but not limited to, cable, phone bills, for the Premises and Tenant shall pay one- half of all charges for garbage collection services rendered to the Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, Landlord may pay the same and such payment may be added to the rental of the Premises next due as additional rental. Tenant shall be responsible for arranging for all utilities services required on the Premises. Landlord shall not be liable to tenant for any interruption of utility services.

10. Use of Premises. Premises shall be used for operation of a convenience store and gas station only. Premises shall not be used for any illegal purposes; nor in any manner 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 maintain the interior of the Premises in first-class condition. Tenant shall comply with all existing and future laws and regulations affecting the business conducted on the Premises, including but not limited to, sale of alcohol, food stamps and gasoline; operation of coin operated amusement; sanitary, fire and building codes, regulations and law; and shall be

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solely responsible to assure that the Premises so comply. Tenant shall not commit or permit waste or nuisance upon the Premises; shall not permit any noxious, toxic, or corrosive fuel or other substance on the Premises.

11. Repairs by Landlord & Right of Access. Landlord shall not be required to do any replacement, repair or maintenance work on the Premises except for the roof, foundation and structural walls of the Building. However, Landlord and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and building and improvements thereon. Tenant shall promptly report in writing to Landlord any defective condition known to it, and failure to so report such defects shall make Tenant responsible to Landlord for any Liability incurred by Landlord by reason of such defects. In case of emergency, Landlord may enter the Premises at any time to protect life and prevent damage to the Premises.

12. Repairs by Tenant. Tenant accepts the Premises in an "AS IS, WHERE IS WITH ALL FAULTS CONDITION" without warranty of any kind or nature, and as suited for the uses intended by Tenant. Tenant shall, throughout the term of this lease, at its sole expense, maintain in good order and repair the Premises and replace any necessary parts, items, or equipment thereof or thereon, including, but not limited to, , the heating and air conditioning equipment, fixtures and systems (whether or not located entirely within the Premises), electrical systems (including wiring, bulbs and ballasts), plate glass, adjusting or replacing doors, plumbing (including stoppages outside the Premises), hot water heaters, gasoline pumps, gasoline lines, dispensers, canopies, any and all gasoline related facilities and all other improvements located thereon.

Tenant shall contract for pest control and exterminating services for the Premises; and with a qualified HVAC company for regular maintenance of the HVAC system located at the Premises for no less than four (4) times a year. Tenant shall pay one-half of the cost for the foregoing expenses.

Tenant's responsibility hereunder includes one-half of the cost of replacement of any equipment necessary to maintain all systems on the Premises in good working order (except for any gasoline related equipment located underground for which Tenant shall have no responsibility). Tenant shall, within 10 days of the date hereof, provide Landlord with all copies of the aforesaid maintenance contracts.

Tenant agrees to return said Premises 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, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant agrees not to undertake any alterations, additions or improvements to the Premises without the prior written consent of Landlord for which Landlord may withhold at its sole discretion. All alterations, additions or improvements made by either Landlord or Tenant upon the Premises, except movable trade fixtures which Tenant installs at its expense, shall become the property of Landlord.

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13. No right to create liens. Tenant agrees that it shall not cause or allow the Premises to become subject to any lien or any claim of lien, charge, encumbrance whatsoever except for the lien of the Landlord of even date. If any such lien or claim of lien is filed as a result of any work done for or materials supplies to Tenant, Tenant agrees to discharge or bond such within twenty (20) days of filing. If Tenant shall fail to do so, Tenant may bond or pay the lien or claim for the account of Tenant, without inquiring into the validity thereof, and such bond or payment plus any expenses, including attorney's fees incurred by Landlord, shall be deemed additional rent due from Tenant to Landlord in the same manner as the rent next due.

14. Intentionally Omitted.

15. Destruction of or damage to Premises. If the Premises are damaged by fire or other casualty and the damage does not render the Premises wholly or substantially untenantable, Landlord shall upon receipt of applicable insurance proceeds repair the damage to the Premises to the minimum extent per code for a vanilla shell and specifically exclude any Tenant's improvement at Landlord's expense. However, if the Premises shall be damaged to an extent that renders the Premises wholly or substantially untenantable, or if the Premises is damaged to a materials or substantial extent, or if the damage is caused by any occurrence not covered by Landlord's insurance or, lastly, if the damage is caused by Tenant's negligence in whole or in part, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days of the happening of the event causing the damage. If Landlord is required to or elects to rebuild the Premises as provided herein, Tenant shall repair or replace the Premises to the extent that Landlord is not obligated to do so, along with all its fixtures, furnishings, floor covering, equipment and inventory, and if Tenant has closed, Tenant shall promptly reopen for business. If the casualty or the repairing or rebuilding shall render all or part of the Premises untenantable, rental and Additional Charges hereunder shall not be abated during such time from the date when the damage occurred until the date when such part of the Premises is made tenantable.

16. Removal of Fixtures. Tenant may (if not in default hereunder) prior to the expiration of this lease, or any extension thereof, remove all movable trade fixtures, equipment and inventory which he has placed on the Premises, provided Tenant repairs all damage to the Premises causes by such removal. If Tenant leaves or fails to remove any movable trade fixtures, equipment or inventory from the Premises by such date, the title to such shall automatically vest in Landlord. Upon Landlord request, Tenant shall remove all alterations and additions made to the Premises and repair any damages caused by such removal.

17. Entry for Carding, etc. Landlord may card Premises "For Rent" or "For Sale" one hundred twenty (120) days before the termination of this lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs

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required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any, or for any other reasonable purpose.

18. Holding Over. If Tenant remains in possession after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall automatically be a tenant from month to month. All other terms and conditions of this Lease shall continue to apply, including any Additional Charges due hereunder, except that monthly rental shall increase to 200% of the rate in effect at the expiration of the Lease.

19. Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord, assign this lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of Premises by any party other than Tenant, including, without limitation, under a "Management Agreement" or similar arrangement. Consent to assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligation of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. Any request by Tenant for approval to sell or sublet the Premises or to transfer or assign Tenant's interest in this Lease, shall be accompanied by a non-refundable processing charge in the amount of $1,500.00. If Tenant is a corporation, limited liability company or legal entity other than a natural person, any change of ownership interest of Tenant shall be deemed to be an assignment and subject to Landlord's prior written approval. Any assignment, sublease or delivery of possession to any party other than Tenant made without landlord's prior written approval shall be void.

20. Waiver of liability and indemnity. Tenant covenants and agrees that Landlord shall not be liable to Tenant for any injury or death, or for damage to property, arising out of any accident or occurrence in the Premises. Without limiting the foregoing, Landlord shall have no liability to Tenant for injury or death to any person or damage to any property or business of any nature caused by the Premises becoming out of repair; by any defect in or failure of equipment, pipes, or wiring; by broken glass; by roof leaks or the lacking up of drains; by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Premises; or by fire, water or smoke. Tenant covenants and agrees not to sue Landlord or Landlord's agent, employee or independent contractor under any of the above-stated occurrence. Tenant agrees to indemnify, defend, and save harmless Landlord against all claims and liabilities (a) for injuries or death to persons and damages to property arising from any accident or occurrence on the Premises which accident or occurrence is not solely attributable to Landlord's negligence, (b) arising out or in any way relating to Tenant's occupancy or use of the Premises, (c) any judgment, lien or other encumbrance filed against the Premises as a result of Tenant' actions, (d) Tenant's failure to comply with any local, state and/or federal rules, regulations, laws, and/or statutes, (e) Tenant's failure to fulfill any condition of this lease agreement, and all expenses incurred by Landlord by reason thereof, including reasonable attorney's fees and expenses.

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21. Default by Tenant. If the Tenant shall default in the payment of rent and Additional Charges herein reserved when due or if Tenant tenders a check to Landlord which is returned by the bank for insufficient funds; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring payment of rent and Additional Charges; or if Tenant is adjudicated bankrupt; or if a permanent 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 abandons or vacates the Premises during term hereof; or is in default any other provision of this Lease; and in any of said events, Tenant shall have committed an Event of Default.

22. Remedies of Landlord.

(a) Upon occurrence of an Event of Default, Landlord, at its option, may terminate this Lease by giving written notice to Tenant. Upon the giving of such notice by Landlord, this Lease shall terminate as fully and completely as if the date of such notice were the date for the expiration of this Lease. Tenant shall quit and surrender the Premises to Landlord. Upon the occurrence of an Event of Default, whether or not Landlord has terminated this Lease, Landlord may, without notice to Tenant, re-enter the Premises, either by force or otherwise, and, by summary proceedings or otherwise, dispossess Tenant or any other occupant of the Premises. In case of an Event of Default, Landlord, at its option, may without terminating this lease declare all rent and other charges due under this lease for the remainder of the existing term (or any applicable extension or renewal thereof) to be immediately due and payable; and thereupon all rent and other charges due hereunder to the end of the initial term or any renewal term, if applicable, shall be accelerated.

(b) In case of an Event of Default, notwithstanding the termination of this Lease, Landlord's re-entry, or Tenant's dispossession by summary proceedings or otherwise: (i) Tenant shall immediately pay to Landlord all rental, Additional Charges and other amount owed under this Lease (which shall accrued up to the time of such Event of Default, termination or dispossession); (ii) Landlord may, but shall not be obligated to, relet the Premises or any part thereof, in the name of Landlord, for a term which may be less than or exceed the period which would otherwise have constituted the balance of the Lease term, and may grant concessions or free rent; (iii) Tenant shall also pay Landlord, as liquidated damages for the failure of Tenant to honor its obligations under this Lease, for each month of the period which would otherwise have constituted the balance of the Lease term, any deficiency between the sum of the monthly installment of rental and Additional Charges which would have been due under this Lease for such month and the net amount, if any, actually collected on account of the Lease for such month. In computing such liquidated damages, there shall be added to said deficiency such as expenses as Landlord may incur in connection with any reletting, including but not limited to court costs, reasonable attorney's fees and disbursements, brokerage fees, and expenses for preparing the Premises for reletting. Any such liquidated damages shall be paid in monthly installments by Tenant on the first day of each month, and any suit brought to collect the amount of the deficiency for any month shall not prejudice the rights of

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Landlord to pursue similar proceedings regarding subsequent months.

(c) Nothing herein contained shall limit or prejudice Landlord's right in any insolvency, bankruptcy, or reorganization proceeding to prove and obtain as liquidated damages (arising out of termination of this Lease) the maximum amount allowed by statute or law.

(d) Landlord may make such alterations, repairs, replacements or decorations to the Premises as Landlord, in its sole judgment, considers advisable and necessary for the purpose of reletting the Premises; and such actions by Landlord shall not operate or be construed to release Tenant from liability hereunder. Landlord shall not be liable in any way whatsoever for failure to relet the Premises, or, in the event that the Premises are relet, for failure to collect rent under such reletting.

(e) In additional to the remedies provided above, Landlord may also exercise any and all rights or remedies afforded by law or equity. Pursuit of any of the foregoing remedies shall not preclude Landlord from pursuing any other remedies available to it.

(f) Landlord's Lien. TO SECURE THE PAYMENT OF ALL RENTAL AND OTHER SUMS OF MONEY DUE AND TO BECOME DUE HEREUNDER AND THE FAITHFUL PERFORMANCE OF THE LEASE BY TENANT, TENANT HEREBY GIVES TO LANDLORD AN EXPRESS FIRST AND PRIOR CONTRACT LIEN AND SECURITY INTEREST ON ALL PROPERTY (INCLUDING FIXTURES, EQUIPMENT, CHATTELS AND MERCHANDISE) WHICH MAYBE PLACED IN THE DEMISED PROMISES, AND ALSO UPON ALL PROCEEDS OF ANY INSURANCE WHICH MAY ACCRUE TO TENANT BY REASON OF DESTRUCTION OF OR DAMAGE TO ANY SUCH PROPERTY, SUCH PROPERTY SHALL NOT BE REMOVED THEREFROM WITHOUT THE WRITTEN CONSENT OF LANDLORD UNTIL ALL ARREARAGES IN RENTAL AND OTHER SUMS OF MONEY THEN DUE TO LANDLORD HEREUNDER SHALL FIRST HAVE BEEN PAID. THIS LIEN AND SECURITY INTEREST IS GIVEN IN ADDITION TO THE LANDLORD'S STATUARY LIEN AND SHALL BE CUMULATIVE THERETO, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, THIS LIEN MAY BE FORECLOSED WITH OR WITHOUT COURT PROCEEDINGS BY PUBLIC OR PRIVATE SALE, PROVIDED LANDLORD GIVES TENANT AT LEAST FIFTEEN DAYS WRITTEN NOTICE OF THE TIME AND PLACE OF SAID SALE, AND LANDLORD SHALL HAVE THE RIGHT TO BECOME THE PURCHASER, UPON BEING THE HIGHEST BIDDER OF SUCH SALE.

CONTEMPORANEOUS WITH THE EXECUTION OF THIS LEASE (AND IF REQUESTED HEREAFTER BY LANDLORD), TENANT SHALL EXECUTE AND DELIVER TO LANDLORD UNIFORM COMMERCIAL CODE FINANCING STATEMENTS IN SUFFICIENT FORM SO THAT WHEN PROPERLY FILED, THE SECURITY INTEREST HEREBY GIVEN SHALL THEREUPON BE PERFECTED. IF REQUESTED HEREAFTER BY LANDLORD, TENANT SHALL ALSO EXECUTE AND DELIVER TO LANDLORD UNIFORM COMMERCIAL CODE FINANCING STATEMENT CHANGE INSTRUMENTS IN SUFFICIENT FORM TO REFLECT ANY PROPER AMENDMENT OF MODIFICATION IN OR EXTENSION OF THE AFORESAID CONTRACT LIEN AND SECURITY INTEREST

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HEREBY GRANTED. LANDLORD SHALL IN ADDITION TO ALL OF ITS RIGHTS HEREUNDER ALSO HAVE ALL OF THE RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE IN WHICH THE DEMISED PREMISES IS LOCATED.

23. Mortgagee's right; Right of Landlord to Assign.

(a) This Lease shall be subordinate at all times to the lien of any mortgage or deed to secure debt (the "Financing Instrument") now or hereafter placed upon the Premises, or the land on which the Premises is built. Tenant agrees to execute and to deliver, upon demand, any additional documents evidencing such subordination as shall be desired by Landlord or any holder of such a Financing Instrument ("Lender"). In the event of the exercise of the private power of sale or judicial foreclosure under any such Financing Instrument, at the option of the purchaser at such sale, this Lease shall not terminate and Tenant shall attorn to such purchaser, and if requested to do so, shall enter into a new Lease agreement for the balance of the term hereunder upon the same terms and conditions. The provisions of the previous sentences of this paragraph shall be self-operative and no further instrument shall be required; provided, however, in confirmation thereof, Tenant shall execute such further assurance as may be requested by Landlord or Lender. At any time, and from time to time, Tenant agrees upon request in writing from Landlord to execute, acknowledge, and deliver to Landlord a statement in writing certifying that this Lease is not in default under any provisions of this Lease (or, if in default, the nature thereof in detail), and the amounts and dates to which the rental and Additional Charges have been paid. If Tenant fails to do so within ten (10) days after a written request, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead to do so.

(b) Landlord shall have the right to assign this Lease to any party who becomes an owner of or otherwise obtains an interest in the Premises. Upon such assignment, the assignee shall be deemed to have fully assumed all liabilities and obligations of Landlord hereunder, including all obligations with respect to any security deposit hereunder, and the original Landlord shall be free from all liabilities and obligations accruing after the date of said assignment, and Tenant covenants not to sue Landlord for any such liabilities or obligations. Landlord shall also have the right to collaterally assign this Lease to any lender or for other purposes.

24. Condemnation. If the whole of the leased Premises, or such portion thereof as will make Premises unusable for the purposes herein leased, 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 accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the lease as herein provided.

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25. Service of Notice. Tenant hereby appoints the person named hereinbelow as its agent to receive service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of leased Premises at the time, or occupying said Premises; and if no person is in charge of leased Premises, then such service or notice may be made by attaching same on the main entrance to said Premises. Any notices required under this Lease may also be given to Tenant by hand delivery to any officer or agent of Tenant, by certified mail with return receipt requested, or by courier delivery or overnight mail to the Premises or to Tenant's last known address. Any notice required to be given to Landlord shall be sent by courier delivery or certified mail with return receipt requested to 111 Bentwood Circle, Macon, GA 31210, unless different address is given by Landlord to Tenant or to such other address as Landlord may specify by notice to Tenant. All notices required by this Lease shall be effective when sent.

26. Attorney's Fees, Waiver of Right to Jury, etc. If any rent or other charges owing under this Lease is collected by or through an attorney at law or if Tenant is in default under this Lease, Tenant agrees to pay attorney fee reasonably incurred by Landlord fees (in no event be less than 15% of any amount owed) as well as all costs and expenses incurred by Landlord in enforcing this Lease. If Landlord shall commence any proceeding against Tenant on account of any Event of Default by Tenant hereunder, Tenant shall not interpose any counterclaim of any nature whatsoever in said proceeding and hereby waive the right to jury trial for any claim or counterclaim arise from or in connection with this lease agreement. Any liability of Landlord, including without limitation Landlord's partners, directors, officers, agents, employees, and shareholder, to Tenant under this Lease shall be limited to the interest of Landlord in the Premises and Tenant agrees to look solely to such interest for recovery of any judgment, it being intended that Landlord shall not be personally liable for any deficiency of judgment. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord its homestead and exemption.

27. Hazardous Waste. As used in this Lease, "Hazardous Waste" shall mean any hazardous or toxic substance, material, waste or similar term which is regulated by local, State of Georgia or federal authorities and defined by the local, State of Georgia or federal rules, regulations, statute and case law. Tenant shall not cause or permit the existence upon, or the discharge from the Premises of any Hazardous Waste, and the Tenant shall immediately notify Landlord of the existence of any Hazardous Waste discovered on the Premises. Tenant shall promptly pay, discharge, or remove any claim, charge, or lien upon the Premises, and shall indemnify and hold harmless the Landlord from any and all loss, damage, expense resulting from such Hazardous Waste that exists upon or is discharged from the Premises.

(1) Tenant shall give notice to Landlord at least seven (7) days in advance of any production, generation, handling, storage, treatment, transportation, disposal, release or removal of hazardous waste or hazardous substances from, on or within the Premises, and of any arrangement for transport, disposal, storage or treatment of hazardous waste or hazardous substances from, on or within the Premises. As used herein, the term "hazardous substances" shall mean all pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or

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removal of which is restricted, prohibited, regulated or penalized under or pursuant to any applicable environmental, health, safety or similar law, ordinance, order, rule or regulation now or at any time and from time to time hereafter in effect.

(2) Tenant covenants, warrants and represents that it will not use or employ all or any portion of the Premises or the real property on which it is located (including any property, facilities, equipment or services located thereon or available in connection therewith) to handle, transport, store, treat or dispose of any hazardous waste or hazardous substance, whether or not it was generated or produced from, on or within the Premises; and Tenant further covenants, warrants and represents that any activity on or relating to the Premises shall be conducted in full compliance with all applicable laws.

(3) If the covenants, warranties and representations contained in this Section are false or breached, Tenant agrees to defend, indemnify, protect and hold harmless Landlord against any and all Claims, as defined in sub-item 7 of this Section that Landlord may be liable for, suffer, incur, or pay by reason of the false or breached covenants, warranties and representations.

(4) Tenant also agrees to defend, indemnify, protect and hold harmless Landlord its successors and/or assigns and Landlord's mortgagees against any and all Claims which Landlord, its successors and/or assigns and Landlord's mortgagees may hereafter be liable for, suffer, incur or pay arising under any applicable law and resulting from or arising out of any act, activity, or violation of any applicable laws on the part of Tenant, its agents, employees, or assigns, and against any and all Claims which Landlord may hereafter be liable for, suffer, incur or pay resulting from or arising out of any handling, storage, treatment, transportation, disposal, release or threat of release of hazardous waste or hazardous substances from, on or within the Premises.

(5) Tenant shall procure and maintain in full force and effect a policy or policies of insurance providing coverage for Tenants obligations hereunder. Said policy or policies shall name Landlord as an additional insured, and Landlord may request increase in coverage from time to time. Tenant shall cause its insurers to waive any right of subrogation against Landlord. All policies of insurance shall contain a thirty (30) day notice of cancellation clause. Tenant shall cause such policy or policies to be extended or renewed.

(6) Any violation or breach of the provisions of this Section shall be considered an event of default pursuant to the Lease.

(7) For purposes of this Section, "Claims" shall include and mean all actions, causes of action, whether common law or statutory, remedies, demands, out-of-pocket costs, liabilities, charges, suits, judgments, expense, damage, personal injuries, property damage, incidental or consequential damages, clean-up costs, civil penalties, attorney's fees, litigation expenses, abatement costs, abatement and corrective injunctive relief, injunctive relief requiring removal and/or remedial action, all costs of removal or remedial action, and damages to natural resources.

The liability of Tenant pursuant to this Section shall survive the expiration or any termination of this Lease.

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28. Exterior Signs. Tenant shall place no signs upon the windows, outside walls or roof of the Premises except with the prior written consent of the Landlord for which Landlord may withhold at its sole discretion. Any and all signs placed on the within Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs as may be established by Landlord from time to time and Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

29. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

30. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with 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 term hereof.

31. Time of Essence & Interpretation of Lease. Time is of the essence of this Lease agreement. This Lease shall be construed and enforced according to the laws of the State of Georgia. If any provision of this Lease shall be declared invalid or unenforceable, the remaining provisions shall nonetheless continue in full force and effect.

32. Definitions. "Landlord" as used in this lease shall include first party, its heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include second party, its heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or sub-lessees, as to Premises covered by such assignment or sublease. "Agent" shall include third party, its successors, assigns, heirs, and representatives. "Landlord", "Tenant" and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

33. Special Stipulations. In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:

(a) Tenant acknowledges and agrees that all equipment, furniture, trade fixtures located at the Premises and used in connection with the gas station and convenience store business are owned by Landlord (as shown on Exhibit B attached hereto and by this reference incorporated herein) or leased to Tenant by various vendors (as shown on Exhibit C attached hereto and by this

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reference incorporated herein) and, in addition to any other obligations of Tenant as stated in this Lease, Tenant shall be fully responsible for all repair, maintenance, and replacement of all such Landlord's FF&E and the vendors FF&E during the term of this Lease and shall return the same in good working order upon expiration or early termination of this Lease.

Tenant's obligations under this Lease are unconditional personally guaranteed by Dipalben S. Patel who shall sign and deliver a personal guaranty with form and content fully satisfactory to Landlord.

This lease contains the entire agreement of the parties hereto and no representation, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

Signed sealed and delivered
in the presence of

ANITA HARVEY
NOTARY PUBLIC
Monroe County
State of Georgia
My Commission Expires 6.22.2026

Notary Public

Tenant:
Dada 1228, LLC.
a Georgia corporation

R.N.PHES

By: Rakesh. Patel
Title: President

Signed sealed and delivered
in the presence of

ANITA HARVEY
NOTARY PUBLIC
Monroe County
State of Georgia
My Commission Expires 6.22.2026

Notary Public

Landlord:
Ranoli Management, Inc.
a Georgia corporation

BY: Ashwin D. Patel
Its: CEO

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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'sknowledge.

Agent's Signature: R.N. Pat Date: 6-16-2026

Business Name: DADA 1228 LLC

I hereby certify that Rakeshkymar 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 16 day of June, 2026.

Notary Public

April 17 2028
My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: R.N. Pat Date: 6-16-2026
(If different from Agent)

Title: OWNER

Business Name: DADA 1228 LLC

I hereby certify that Rakeshkumar 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 16 day of June

Notary Public

CAMILA TORRES LEBRON
NOTARY PUBLIC
BIBB COUNTY
GEORGIA

April 17 2028
My Commission Expires

, Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: 7-11 Food mart shell

Business Address: 4328 Hartly Bridge RD Macon GA 31216

Instructions:

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

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

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

Definitions:

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

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

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

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

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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) 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.

R. W. Pell
Applicant/Agent Signature

6-16-2026
Date

. Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

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.

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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: DADA 1228 LLC

Business Address: 4328 Hartly Bridge RD Macon GA 31216

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

Code Enforcement Department Designee — Date: 6/1/26

☐ **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 — Date: 06/01/26

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.

R.N. Patel	Rajesh Kumar Patel	6-16-2026
Signature	Print Name	Date

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Alcohol License Questionnaire

Name of Business: Rakesh Kymar patel
Owner's Name: Rakesh Kymar
Address: 4338 Hartly Bridge RD
Macon GA 31216

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? $50.000

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

R.N. Patel
Signature

Rakesh Kumar Patel
Print Name

6-26-2026
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: DADA 1228 LLC

Business Address: 4328 Hartly Bridge RD Macon GA 3K16

☑ **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

R.N. Patel
Applicant/Agent Signature

6-16-2026
Date

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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 #

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Rakesh Kymar 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% 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.

R.N. Patel Rakesh Kumar Patel
Print and Sign Name

Sworn to and subscribed before me this 16 day of June, 2022

Camilla Torres Lebron Notary Public Bibb County Georgia

Notary Public

My Commission Expires: April 17 2026

Rev. April 2022
See O-22-0011

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Property Owner: ASHWIN PATEL RANCH MANAGEMENT INC
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% 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.

ASHWIN D. PATEL

Print and Sign Name

Sworn to and subscribed before me this
27 day of Feb, 2026.

Kathleen Thompson

Notary Public

My Commission Expires: 11/18/2028

Kathleen Thompson
NOTARY PUBLIC
PEACH COUNTY, GEORGIA
My Commission Expires 11/18/2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 28BBF988-4E0B-820F-83F2-C5043BC1956F

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: Rakeshkumar Patel – Fingerprints not required

Business Name: DADA1228 LLC DBA Shell Food Mart

Business Address: 4328 Hartley Bridge Rd Macon GA 31216

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

Granted DocuSigned by: David J Davis 6/22/2026
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**

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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 8/20/2026 (Date) AB (Initials)

Initial

Comments

Because this location held a valid license within the past 12 months, it is eligible for license under our Code (Sec. 4-122(c)) - Legal recommends approval.

Initials

Signed by:
shelby lynn nichols
BBEDC2497...

Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 67682F6B-D888-8BBD-8262-221F32F4EFA2

ADDED TO THE SEPTEMBER 1, 2026 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.

$ 1800 **Alcohol License Fees + $400 Application Fee = $** 2200

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 good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership…Must submit 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

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

BUSINESS

Federal Tax ID #: 41-4124235 State Tax ID #: 20312519026

Business Name: MARATHON PRIME LLC Corporate and Trade Name: MACON MARATHON MART

Local Business Address: 5013 HARRISON RD, MACON, GA, 31206-4137
(P.O. Box Not Allowed) City State Zip

Mailing Address: 5013 HARRISON RD, MACON, GA, 31206-4137
Street Address (City State Zip)

Local Business Phone #: (334) 467-8400 Email Address: macon5013@gmail.com

Contact Person: VISHAL PATEL Contact Phone #: (334) 467-8400

AGENT

Agent's Name: VISHAL PATEL Agent's Title: OWNER

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

Home Address: 5418 SIENNA CIR City: MONTGOMERY State: ALABAMA Zip: 36116-8907

Home Phone #: (334) 467-8400 Email: macon5013@gmail.com

Mailing Address: 5013 HARRISON RD City: MACON State: GA Zip: 31206-4137

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

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Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Criminal Justice Agency 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. 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: Macon5013@ymail.com.

Full Name (Print)	VISHAL PATEL
Address	5418 Sienna circle Montgomery AL-36116
Sex	Race
MALE	Asian.

This authorization is valid for 30 days from date [redacted]

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

Signature — Date: 06/11/26.

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 III Info Received
	Sworn Criminal Justice Employment (Z) - State and III 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

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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: MARATHON PRIME LLC

Printed Name of Applicant: VISHAL PATEL

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 01 DAY OF May, 2026.

_____
NOTARY PUBLIC

Nov - 14, 2026
MY COMMISSION EXPIRES

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MEASUREMENT FORM

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

APPLICANT: Vishal Patel

PROPOSED LICENSE: BEER, WINE AND LIQUOR PACKAGED TO GO

BUSINESS LOCATION: 5013 Harrison Road.

BUSINESS NAME: Marathon Prime 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.
_____ 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 ____, but does not comply with other restrictions

__X__ 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
John W. Hayes, Macon-Bibb County Engineer

Date: 5/18/22

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

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APPLICATION FOR AFFIDAVIT

DATE: 05/06/26

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:____
BEER _____
WINE_____
MIXED DRINKS (Liquor) _____

PACKAGE SALE TO GO: ✓
BEER ✓
WINE ✓
ALCOHOLIC BEVERAGES (Liquor) ✓

NAME OF BUSINESS: Marathon Prime LLC
LOCATION OF BUSINESS: 5073 Harrison Road
PERSON APPLYING FOR AFFIDAVIT: Vishal Patel
TELEPHONE: 334-467-8400

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!

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RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.
OR
Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.
If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PJH

Marathon Prime LLC
#5013 Harrison Road

2,200' — SCHOOL GROUND property line
Veteran's Elementary

2,850' — SCHOOL BUILDING
Veterans Elementary

1,250' — COLLEGE CAMPUS property line
Middle Georgia State University

7,700' — ALCOHOLIC TREATMENT CENTER building
River Edge
Fulton Mill Road

8,900' — PUBLIC LIBRARY or BRANCH building
Library Annex at Macon Mall

3,850' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Martin Place
#4805 Columbus Road

3,150' — CHURCH (building)
Berean Baptist Church
#5151 Columbus Road

2,850' — CHURCH GROUNDS
Berean Baptist Church

19,500' — 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"

OK!
Paul J. Hornowski
May 15, 2026

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AFFIDAVIT OF PUBLICATION

The Monroe County Macon Reporter

Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION IN THE STATE OF GEORGIA COUNTY OF BIBB

Applicant: **VISHAL PATEL**
Business Name : Marathon Prime LLC
Business Address : 5013 Harrison Rd
City, State, Zip : Macon Ga 31206
Consumed on or off premise: Off Premise
MALT BEVERAGE, WINE, LIQUOR: MALT BEVERAGE, WINE

GEORGIA BIBB COUNTY
NOTICE OF INTENT TO FILE REQUEST FOR ALCOHOL LICENSE
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 02/03/2026 the undersigned will apply to said Macon Bibb County Commission for the above-described license(s) at an establishment known as **Marathon Prime LLC**
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.
05/13/2026

I, Will Davis do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia and that the legal advertisement of Notice of Publication
Will Davis Publisher

was published in the Monroe County/Macon Reporter on the following date(s):

05/13/2026 and 05/20/2026

Sworn to and subscribed before me this day 24th of May 2026
Lana Marie Seay Notary Public
My commission expires:09/05/2028

Lana Marie Seay

Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Docusign Envelope ID: 67682F6B-D888-8BBD-8262-221F32F4EFA2

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

ZONING COMPLIANCE

PERMIT NO: ZC-2026-417	PERMIT TYPE: Limited Use	DATE ISSUED: 02/17/2026
PARCEL NO: L0910079	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	VISHAL PATEL MARATHON PRIME LLC	
PROPOSED USE:	Change of ownership - Convenience Store with Fuel Sales and Alcohol Packaged-To-Go	
ADDRESS OF PROPOSED USE:	5013 HARRISON RD	
PROPERTY OWNER'S NAME:	CENTRAL GEORGIA COMMERCIAL PROPERTIES LLC	

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 packaged to go and continue its operation as it is currently. The convenience store will stay open 24/7 and have three (3) employees. 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: 02/17/2027

APPROVED BY: Will Finkelstein

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

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**MARATHON PRIME LLC**	Control Number:	**26026655**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**5013 HARRISON RD, MACON, GA, 31206, USA**	Date of Formation / Registration Date:	**2/4/2026**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **NIZAR JANMOHAMMAD**

Physical Address: **3250 PEACHTREE INDUSTRIAL, BLVD, SUIT#203, DULUTH, GA, 30096, USA**

County: **Gwinnett**

Back | Filing History | Name History

Return to Business Search

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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 MARATHON MART Name of Corporation: MARATHON PRIME LLC

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

Individual:

Name and Title: VISHAL PATEL Telephone Number: (334) 467-8400

Date of Birth [redacted] Social Security Num [redacted]

Residential Street Address: 5418 SIENNA CIR, MONTGOMERY, AL, 36116-8907

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

Mailing Address: 5013 HARRISON RD, MACON, GA, 31206-4137

(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 ____
- Shareholder holding _____% of all outstanding ownership interests.

☐ Publicly Traded Company
- Corporate Officer: Yes ____ No ____

☐ Other
- Other person exercising operational authority over the entity: _____

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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: PATEL

Home Address: 5418 SIENNA CIR City: MONTGOMERY State: ALABAMA Zip: 36116-8907

Home Phone #: (334) 467-8400 Email: macon5013@gmail.com

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

Mailing Address: 5013 HARRISON RD, MACON, GA, 31206-4137 City: MACON 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.

Applicant's Signature

05/01/2026
Date

I hereby certify that Vishal 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 01 day of May, 2026.

Notary Public

NIZAR JANMOHAMMAD NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 14, 2026

14/Nov/2026
My Commission Expires

Rev. 7/202121

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NX99FOCQZB6S1

Certificate of Completion

This is to certify that

vishal patel

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Friday, Feb 13 2026

Marshall Talley
Trainer

CHEERS HOSPITALITY COLLECTIVE
CRAFTING CONNECTIONS. ELEVATING EXPERIENCES.

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Vishal Patel

AH001737

ALCOHOL HANDLER

EXP: 12/31/2026

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LEASE ABSTRACT – **CENTRAL GEORGIA COMMERCIAL PROPERTIES, LLC** - CSTORE– COCM

ACCOUNTING	
Landlord:	CENTRAL GEORGIA COMMERCIAL PROPERTIES, LLC
Property Address:	5013 Harrison Road, Macon, GA 31206
Site Number:	543
Retail / C-Store:	CSTORE
Trade Class:	COCM
Brand:	MARATHON
Supplier:	EXCELL PETROLEUM, LLC
Tenant/Dealer:	MARATHON PRIME LLC and VISHAL PATEL
Contact Info:	Name: Vishal Patel Phone: 334-467-8400 Email: vishalpatel1198@gmail.com Home Address: 5418 Sienna Circle, Montgomery, AL 36116
Term: (Section 2)	March 2, 2026 – March 31, 2027 (1 Lease Year)
Commencement Date: (Section 2)	March 2, 2026
Renewal: (Section 2)	Lease shall automatically renew on a year-to-year basis unless either party gives 60 days prior written notice
Rent: (Section 3)	Rent shall be paid by EFT initiated by Landlord on the first (1st) business day of each month (together with any "Reconciliation Payments" (as defined herein) on the fifteenth (15th) day following the end of a month) as follows: **Time Period:** 3/2/26 – 3/31/27 — **Monthly Amount:** $6,783.00 ("Base Rent") plus common area expenses, insurance and taxes ("Total Monthly Base Rent"), or 9% ("Percentage Rent Rate") of gross inside sales ("Percentage Rent"), whichever is greater, plus Tenant shall pay any sales tax on Rent. Starting on the first day of the second Lease Year and each and every year thereafter, the monthly rental rate shall increase by five percent (5%) Rent shall initially be charged as Total Monthly Base Rent each month of the Term, and Landlord shall collect such Total Monthly Base Rent on the first (1st) business day of each month of the Term by EFT as set forth above. Within five (5) days after the end of each month, Tenant shall deliver to Landlord at consignment@majorsmgmt.com, or at Landlord's election, Landlord may obtain through the POS or other system, a gross sales report for all sales (excluding fuel sales, lottery sales, money orders, the sale of prepaid cards and check cashing services), for the preceding month in form and content satisfactory to Landlord. If Tenant fails to provide the sales report within such timeframe, Landlord may estimate such sales. Landlord will calculate the Percentage Rent based on such gross sales report using the Percentage Rent Rate, and to the extent the Percentage Rent exceeds the Total Monthly Base Rent for such preceding month, Landlord will provide an invoice to Tenant by the tenth (10th) day after the end of such month showing the difference between the Percentage Rent and the Total Monthly Base Rent (a "Reconciliation Payment"), or on such other timeframe as Landlord may elect. Landlord shall collect from Tenant any Reconciliation Payment by EFT on the fifteenth (15th) of such month or the next business day thereafter. Landlord, at its expense, may audit, examine, and make copies of or extract from the bank accounts, books of account and records maintained by Tenant or Tenant's accountant or other representatives to confirm such information required by this Section
Rent Abatement	N/A
Security Deposit: (Section 21)	$25,000.00 on file with consignment accounting confirmed 2/11/2026
Late Fees and Interest: (Section 3b)	If rent is not paid by the 5th day after the due date, 10% late fee. No interest mentioned
Credit Card: (Section 7, Fuel Agreement)	75% Supplier 25% Customer
Motor Fuel Sales: (Section 5, Fuel Agreement)	Supplier shall pay $0.02 per gallon for all gasoline sold on Supplier's behalf each month, less any credit card fees applicable to non-motor fuel inventory sales. If Customer doesn't receive a passing score on their 'mystery shop', remain open min 18 hours (or as required) or perform all Motor Fuels Work then Supplier will not pay Customer their commission for the month
Special Notes:	

Agreements:	Commercial Real Estate Lease For Commission Store dated February 14, 2026 ("Lease") Motor Fuel Services Agreement dated February 14, 2026 ("Fuel Agreement")
Notices: (Section 22)	Notices must be given by (a) personal delivery, (b) upon deposit in the mail if sent by USPS Certified mail, postage prepaid, return receipt requested. If no person is in charge of occupying said Premises, then attach the same on the entrance. Notice by email to tenant is allowed.
Guarantor:	N/A
Standalone or Center	Center
Premises:	C-Store and trade equipment less Motor Fuels Property
Square Footage:	2,429 sq. ft.
Inspection Period:	N/A
Use: (Sections 5, 6) Restrictions: Operation: (Section 7)	Tenant may only use for convenience store and retail gas and other petroleum products and the sale of prepared food, including deli foods and fried chicken. Landlord has right to have third party vendors (scrip machines, bitcoin or other cryptocurrency machines, ATMs, cash dispensing machines, bill pay machines, check cashing machines, financial services installations, Redbox units, or other third party vendor units. Keep Premises open 18 hours daily
Abandonment/Go Dark (Section 7)	Tenant may not abandon, vacate, or remove the equipment.
Co-Tenancy:	N/A
Radius Restrictions:	N/A
CAM:	Tenant shall pay his pro-rata share of the maintenance, taxes and insurance for the common area.
Real Estate Taxes: (Section 4(b))	Tenant shall pay its proportional share of ad valorem taxes on the Premises. Tenant shall pay all taxes on its equipment and the trade equipment and on any sales tax charged on rent.
Insurance: Landlord's: (Section 4c, d) Tenant's Insurance: (Section 13) Proportionate share:	 Landlord shall maintain all risk policy with replacement cost endorsement in an amount not less than 100% of replacement costs. Landlord may obtain loss of rental income policy. Tenant shall maintain public liability insurance bodily injury and property damage insuring Tenant and Landlord which shall include among other things, dramshop insurance covering liability from the sale of alcoholic beverages at the Premises (if alcoholic beverages are sold at the Premises), with the minimum coverage of not less than $2,000,000 Liability insurance coverage; fire and extended coverage insurance upon property owned by Tenant, including, furniture, alterations, additions and anything in the nature of leasehold improvements, in an amount equal to 100% of the full replacement cost thereof, less any deductible; Worker's comp and employer's liability as prescribed by law in the state of which the Premises is located; auto liability insurance including non-owned and hired vehicle coverage with limited of liability of not less than $250,000 per person per occurrence and $250,000- per occurrence for property damage Tenant shall pay its proportional share of insurance on the Premises.
Repairs: (Section 8)	Tenant shall, maintain in good order and repair the Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises, including, but not limited to ensuring that (i) inside light fixtures are routinely cleaned and in good operational condition, and (ii) periodic painting of the interior of the Premises utilizing colors which are approved by Landlord. Tenant further agrees to care for the grounds around the building, including the care of shrubs, general landscaping, including, but not limited to, ensuring that (i) routine lawn and landscape maintenance occurs, and (ii) all parking lot and pump areas are free of weeds and trash, and (iii) all HVAC systems are in good repair and operating condition with all filters, coolers, and refrigeration units being routinely checked, replaced, and kept clear of debris. Tenant shall keep the area around the motor fuel dispensers and canopy area clean and free of debris and other and other obstructions. Tenant shall pressure wash the area as necessary to keep the area in a first-class condition. Tenant shall also keep the credit card receipt paper fully stocked, paper towels fully stocked, squeegees and windshield washer fluid fully stocked, and keep the trash valets clean and always emptied. Landlord shall replace burned-out canopy lights, and Tenant shall notify Landlord within 24 hours of the needed repairs. Landlord will supply Tenant with hoses, nozzles and swivels related to the motor fuel dispensing equipment, and Tenant shall be responsible for replacing within 4 hours of a needed repair. Tenant agrees to advise Landlord when it runs low on such items.

	Tenant shall notify Landlord by contacting their assigned field coach of any necessary repairs related to the motor fuel equipment or any canopy lights within 4 hours. If Tenant fails to clean and stock the area as required, Landlord may hire a company to perform and bill Tenant therefor.
Alterations: (Section 5b/6)	Tenant may not make any structural alterations to the Premises without the prior written consent of Landlord
Utilities: (Section 4)	Tenant shall bear and pay all utility bills, garbage collection services or other sanitary services. Landlord not responsible for interruption in utility service.
Subordination: (17)	The lease is subordinate to all existing and future liens and encumbrances
Assignment & Subletting: (14)	Landlord may assign. Requires prior written consent of Landlord for Tenant to assign, at Landlord's sole discretion and a $500 assignment fee. Change in 50% of ownership is assignment. Supply Agreement assignment fee is $1,500 and 25% change is assignment.
Signs:	N/A
Holding Over: (Section 19)	If Tenant remains in Premises at end of the term, then they will be charged at 150% of the rental rate they were at, at the end of the Lease. If Tenant doesn't vacate the Premises immediately upon termination of this lease Landlord shall req Tenant to pay liquidated damages of $10,000
Default: (Section 15)	See Lease
Broker:	N/A
Work: (Section 9) Landlord's Work: Tenant's Work:	 Tenant accepts Premises in its as-is state. N/A
Common Areas:	Tenant has the right to non-exclusive use of the common areas
Right of 1st Refusal:	N/A
Special Stipulations (Section 31)	(a) Landlord (and its assigns) retains the exclusive right for the entire Term (including any renewal thereof as provided in this Lease) to install, operate, and maintain payphones, ATMs, bitcoin or other cryptocurrency machines, bill pay machines, electric vehicle charging stations, Air/Vac machines and other Third Party Equipment upon the Center. Tenant acknowledges this exclusive right and agrees that it will not allow any similar or competing product or service to be installed or placed thereon. (b) Landlord reserves the right to grant easements, rights-of-ways, licenses and other encumbrances affecting the Center. (c) If the Lease incorrectly describes the Premises that the parties intended Tenant to lease, or other material terms of this Lease and such other material terms are reflected in a letter of intent or other agreement with the parties, Landlord has the unilateral right to amend the Lease and must send Tenant a copy of such amendment within ten (10) days of signing. (d) If Landlord submits a bill or invoice to Tenant for any expenses or costs it is entitled to pursuant to any provision of this Lease and Tenant does not make an objection within ten (10) days after receipt of such bill or invoice, Tenant shall be deemed to have approved such bill or invoice and may not later dispute such charges. (e) At any time after the date hereof, Landlord may terminate this Agreement for any reason or no reason by giving Tenant at least sixty (60) days prior written notice. This termination right is absolute and complete and may not be waived or modified except in writing. No oral representation, delineated reliance, custom or behavior by anyone, including Landlord's representatives, shall in any way modify, alter, terminate or otherwise change this absolute right of termination. If Landlord exercises its right of termination, Landlord shall not be liable to Tenant for any compensation or damages under this Agreement. (f) During the term of this Agreement, and for a period of one (1) year after its termination or expiration, within a three (3) mile radius of the Premises, Tenant, shall not, directly or indirectly or in any way whatsoever, engage, as principal, agent, employee, consultant, trustee, active or passive investor, or through any corporation, partnership, association or other entity or individual in any business, activity or enterprise which in any way offers retail sales of products or merchandise similar to that sold at the Premises, or that otherwise competes with the business operated on the Premises. (g) Tenant's rights hereunder are expressly conditioned upon Tenant entering into a fuel services agreement or supply agreement, as applicable, with EXCELL PETROLEUM, LLC ("Supplier") or such other supplier designated by Landlord from time to time (the "Supply Agreement") for the exclusive supply of petroleum products to the Premises for the Term (including any renewal thereof as provided in this Lease). The forecourt and/or backcourt of the Premises may be rebranded or debranded by

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	Supplier or Landlord at any time and from time to time, in Supplier's or Landlord's sole discretion. Any default or violation by Tenant as customer under the Supply Agreement or termination of the Supply Agreement shall also be an event of default hereunder. (h) Landlord or its affiliate, at Landlord's sole discretion, may enter into a franchise agreement with a franchisor (the "Franchisor"), or Landlord may require Tenant to enter into a franchise agreement with a Franchisor (as may be amended from time to time, the "Franchise Agreement"). Tenant shall be responsible for reimbursing Landlord for any amounts required by the Franchise Agreement and due from Landlord, including, but in no way limited to, the monthly royalty fee (currently 3.5%), technology fee, advertising/marketing fee, franchise transfer fee and any other fees that may be required as Additional Rent, such reimbursement to be billed to Tenant and collected in the same manner as Rent. Tenant may be required to purchase and maintain any software licenses or computer systems required by Franchisor and would be required to pay for all fees and maintenance required to maintain any such software licenses or computer systems. Except if caused by Landlord, any violation or default under the Franchise Agreement or the brand standards under such Franchise Agreement, or a termination of the Franchise Agreement, will be a default of this Lease. Any costs or payments associated with the installing of furniture, fixtures, equipment, or machinery by Landlord or Franchisor will be the sole responsibility of Tenant. (i) Tenant agrees not to enter into any contracts, agreements or other obligations affecting the Premises which have a term of longer than the term of this Lease. Tenant may not enter into any contracts, agreements or other obligations affecting the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Landlord's review of such contract is solely for confirming compliance with this Lease, and Tenant shall not rely on Landlord's review for any purpose. Tenant shall provide reports of all revenue and profit derived from all sales at the Premises (including sales and services provided through any third-party vendors) broken out by revenue source on a monthly basis as follows: Within five (5) days after the end of each month, Tenant shall deliver to Landlord at consignment@majorsmgmt.com for the preceding month such reports in form and content satisfactory to Landlord. If the form and content is not satisfactory to Landlord, Landlord may advise Tenant of the changes needed, and Tenant shall submit the revised information to Landlord within two (2) business days after receipt of such requested revisions. Landlord may audit Tenant's records at any time to obtain or confirm such information.
Additional Documents:	
Missing Info / Docs:	None.
Other Important Information:	Section 20 – If either party defaults and the other engages an attorney, the non-prevailing party is responsible for attorney's fees and court costs. Section 34 & License Agreement section 21.6 – Cross-Default Section 40 – Environmental

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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: _____ Date: 05/01/2026

Business Name: MARATHON PRIME 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 01 day of May, 2026.

_____
Notary Public

NIZAR JANMOHAMMAD NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 14, 2026

14/Nov/2026
My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: _____ Date: 05/01/2026
(If different from Agent)

Title: MACON MARATHON MART

Business Name: MARATHON PRIME LLC

I hereby certify that Vishal 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 01 day of May, 2026.

_____
Notary Public

NIZAR JANMOHAMMAD NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 14, 2026

14/Nov/2026
My Commission Expires

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: MARATHON PRIME LLC

Business Address: 5013 HARRISON RD, MACON, GA, 31206-4137

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.

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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) 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

05/01/2026
Date

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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.

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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: Marathon Prime LLC

Business Address: 5013 Hutchison Rd Macon GA - 31206

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

#7228 — 6/8/2026

Code Enforcement Department Designee — Date

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

Applicant/Agent Signature — 06/08/26

Date

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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 PATEL Print Name	06/01/2026 Date

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Alcohol License Questionnaire

Name of Business: MARATHON PRIME LLC
Owner's Name: VISHAL PATEL
Address: 5013 HARRISON RD. MACON, GA. 31206-4137

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

Signature	VISHAL PATEL Print Name	05/01/2026 Date

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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: Marathon Prime LLC.

Business Address: 5013 Harrison Rd Macon GA-31206

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

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

Applicant/Agent Signature

05/01/2026
Date

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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 #

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: ~~MAJOR'S MANAGEMENT LLC~~ Vishal 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% of 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.

Vishal Patel
Print and Sign Name

Sworn to and subscribed before me this

01 day of May, 2026.

Notary Public

My Commission Expires:

14/Nov/2026

NIZAR JANMOHAMMAD NOTARY PUBLIC GWINNETT COUNTY, GEORGIA COMMISSION EXPIRES NOVEMBER 14, 2026

Rev. April 2022
See O-22-0011

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Macon-Bibb County
Certificate of Good Standing

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

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

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

, Scott A. Moon
Print and Sign Name

Sworn to and subscribed before me this
6th day of May 2026

Notary Public
My Commission Expires: 2/11/2028

LISA LEMOS NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES FEBRUARY 11, 2028

Rev. April 2022
See O-22-0011

1/1

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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 Patel – Prints completed 06/12

Business Name: Marathon Prime LLC DBA Macon Marathon Mart

Business Address: 5013 Harrison Rd, Macon, GA 31206

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

Granted DocuSigned by: David J Davis 1C561778CDEE414... 6/22/2026
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

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

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

ADDED TO THE SEPTEMBER 1, 2026 PRE-COMMISSION AGENDA

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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 Initial AB (Date) 8/25/2026 (Initials)

Comments

Legal recommends approval.

Initials

Signed by: shelby lynn nichols BBEDC2497457423

Stephanie Freeman, Administrative Office Specialist

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COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE

THIS COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE ("Lease") made as of 2/14/2026, by and between **CENTRAL GEORGIA COMMERCIAL PROPERTIES, LLC,** a Georgia limited liability company with an address of P.O. Box 1565, Lawrenceville, GA 30046 ("Landlord") and **MARATHON PRIME LLC,** a , and **VISHAL PATEL**, a resident of the State of Alabama with an address of 5418 Sienna Circle, Montgomery, AL 36116, jointly and severally (collectively, "Tenant").

WITNESSETH:

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

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, and said Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the term and conditions which hereinafter appear, the following described property located at **5013 Harrison Road, Macon, GA 31206**:

> All that certain space containing approximately 2,429 square feet of convenience store space (the "Premises") located in that certain building (hereinafter called the "Building") situated on real property (hereinafter called the "Property") described in Exhibit "A" attached hereto and made a part hereof (the Building and Property being hereinafter collectively called the "Center"), together with all of the trade equipment (hereinafter called "Trade Equipment") owned by Landlord located in, attached to or used in connection with the Premises, including, but not limited to, coolers, freezers, ice machine, counters, shelves, and deli equipment, if any, and together with a nonexclusive right to use the "Common Areas" (as defined herein) (the Convenience Stores, Center and Trade Equipment are hereinafter collectively called the "Premises").

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

2. Term of Lease. The term of this Lease shall be for one (1) Lease Year (including any renewals of the Lease as provided herein, if any, the "Term") and commence upon the date Landlord delivers possession to Tenant, which shall be on or about March 2, 2026 ("Commencement Date"). Notwithstanding the foregoing, if Tenant fails to take possession of the Premises within fifteen (15) days of the Commencement Date, in the sole discretion of Landlord, this Lease will terminate on the fifteenth (15th) day after the Commencement Date, and all funds paid by Tenant to Landlord will be surrendered to Landlord as liquidated damages and neither party will have any further rights or obligations hereunder. Provided no event of default exists, the Lease shall automatically renew on a year-to-year basis, unless either party provides written notice to the other party at least sixty (60) days prior to the expiration of a term that it elects not to renew this Lease.

A "Lease Year" is the twelve (12) full calendar months commencing on the first day of the month immediately following the month in which the Commencement Date occurs, unless the Commencement

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

3. Rental. (a) Tenant agrees to pay Landlord, during the Term, rent in advance on the first day of each month during the Term, including the Base Rent (as defined below) and the Percentage Rent (as defined herein), together with the amounts due to Landlord set forth in Section 4 below or elsewhere in this Lease, if any (the "Additional Rent," together with the Monthly Rent, the "Rent") by EFT initiated by Landlord on the first (1st) business day of each month (together with any "Reconciliation Payments" (as defined herein) on the fifteenth (15th) day following the end of a month) as follows:

Time Period	Monthly Rent
3/2/26 – 3/31/27	$6,783.00 ("Base Rent") plus common area expenses, insurance and taxes ("Total Monthly Base Rent"), or 9% ("Percentage Rent Rate") of gross inside sales ("Percentage Rent"), whichever is greater, plus Tenant shall pay any sales tax on Rent.

Starting on the first day of the second Lease Year and each and every year thereafter, the Base Rent shall increase by five percent (5%).

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

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

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greater, plus any amounts charged by any financial institution to Landlord, and Landlord may require all future rental payments to be paid by money order or certified funds.

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

(b) Common Areas/Common Area Expense. Tenant agrees to pay its proportionate share of maintenance, taxes, and insurance for the Common Area. Tenant's proportionate share shall be the product of the aggregate of such expenses for the Common Areas for such Lease Year, multiplied by a fraction, the numerator of which is the number of square feet of floor area in the Premises and the denominator of which is the total number of square feet of floor area in the buildings within the Center. "Common Areas" shall consist of those areas on the Center which are open for use by the public and other tenants of the Center, including, without limiting the generality of the foregoing, all parking areas, driveways, truck ways, delivery passages, common truck loading areas, walkways, planted areas and landscaped areas. The parties agree that Tenant shall have nonexclusive access in common with all other tenants to the parking areas, driveways, walks and service areas appurtenant to the Center. Tenant agrees that should Landlord request, it shall cause its employees, agents and concessionaires to park in areas designated for such parking. Tenant may not leave trash or debris or otherwise alter the Common Areas, and Tenant shall be responsible for cleaning any trash or debris left on the Common Areas by Tenant, its agents, employees, customers, visitors and invitees. Landlord shall have no responsibility to maintain, secure, or clean the Common Areas, and Landlord reserves no right to control, possess or maintain the Common Areas. Commencing on the Commencement Date and thereafter on the first day of each and every month during the Term, Tenant shall pay, as Additional Rent, to Landlord in advance without further notice or billing, one-twelfth (1/12th) of the Tenant's proportionate share of the cost of operation and maintenance of the Common Areas, including without limitation the cost of all utilities and sanitary or trash disposal service, consumed in, on or about the Center which is not separately metered or otherwise allocated to tenants. Within two hundred forty (240) days after the end of each calendar year, Landlord will furnish to Tenant a written statement of the Common Areas costs for such year, including the computation of Tenant's proportionate share thereof for such year, and deficiency between required amounts and amounts previously paid and Tenant's estimated monthly proportionate share for the succeeding year. Tenant shall on the first day of the next succeeding month pay to Landlord any deficiency between required amounts and amounts previously paid and on such date and on the first day of each month thereafter, until furnished with a subsequent computation as provided in this Section, pay to Landlord the required amount as reflected by such computation. Notwithstanding the foregoing, Landlord may choose to recalculate such proportionate share at any time during a Lease Year. All payments to Landlord required by this Section shall be made and delivered in the manner prescribed for payment of Rent in Section 3 of this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

(c) Real Estate Taxes and Insurance Premiums. During the Term, Tenant shall be solely responsible for paying all taxes associated with or assessed against Tenant's furniture, fixtures, equipment or other personal property located at the Premises. Tenant shall pay as Additional Rent its proportionate share of the ad valorem taxes and insurance premiums on the Center of which the Premises are a part. Tenant's proportionate share shall be the product of the aggregate of ad valorem taxes and insurance

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premiums for such Lease Year, multiplied by a fraction, the numerator of which is the number of square feet of floor area in the Premises and the denominator of which is the total number of square feet of floor area in the buildings within the Center. Commencing on the Commencement Date and thereafter on the first day of each and every month during the Term of this Lease, Tenant shall pay to Landlord in advance, without further notice or billing, one-twelfth (1/12th) (prorated for any partial month) of the Tenant's proportionate share of the ad valorem taxes and insurance premiums for each Lease Year. Until the actual amount of Tenant's proportionate share can be determined by each Lease Year, such installments shall be calculated on the basis of the amounts of the annual ad valorem taxes and insurance premium paid immediately preceding such Lease Year; provided, however, that if the ad valorem taxes paid immediately preceding such Lease Year were not based on an assessment for the completed buildings and the other improvements located within the Center, such installments shall be calculated on the basis of Landlord's reasonable estimate of the Tenant's proportionate share of the ad valorem taxes and insurance premiums for such Lease Year. Within two hundred forty (240) days after the end of each calendar year or within thirty (30) days after the tax bills are received by Landlord, whichever is later, Landlord shall furnish Tenant with the computation therefor and Tenant shall, on the first day of the next succeeding month, pay to Landlord any deficiency between required amounts and the amount previously paid, and on such date, and on the first day of each month thereafter during such Lease Year, pay to Landlord the required amount as reflected by such computation. Notwithstanding the foregoing, Landlord may choose to recalculate such proportionate share at any time during a Lease Year. All payments to Landlord required by this Section shall be made and delivered in the manner prescribed for payment of Rent in Section 3 of this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

(d) Maintenance Costs. Along with the payment of Rent, Tenant covenants to pay as Additional Rent, all costs of maintaining, repairing, and replacing the Premises during the Term.

5. Use of Premises. (a) Tenant shall use the Premises as a convenience store, and for the retail sale of gasoline and other petroleum products. Tenant may also use the Premises for the sale of prepared food, including deli foods and fried chicken. Tenant shall not use the Premises for any other purpose unless Landlord gives prior written consent to such additional use, at Landlord's sole discretion. The Premises is subject to all covenants and restrictions contained in any deed or lease conveying or leasing the Premises to Landlord and all other deed restrictions, zoning laws, easements or encumbrances affecting the Premises, now or after the date of this Lease. Tenant shall obtain all permits and or licenses for any and all applicable governmental authorities related to its business. Notwithstanding the foregoing, Landlord, at its sole discretion, may elect to obtain one or more licenses or permits in its name (or in the name of an affiliated entity) and enter into a management agreement with Tenant related to the operation of the business. In the event Landlord makes such election, Tenant shall be responsible for all costs and expenses associated therewith, including, but not limited to the application and renewal fees due for such licenses. Tenant agrees to comply with all rules and requirements related to such licenses and agrees not to take any actions which would cause such licenses to be suspended, revoked, or otherwise have action taken against them. If Tenant, its agents, employees, invitees or contractors causes such license to be suspended, revoked, or otherwise have action taken against them, such action shall be a default under this Lease, and Landlord may exercise any remedies granted to it herein upon such default. Upon the expiration or termination of the Lease, Tenant agrees to cooperate with Landlord (or its designee) on the transfer of licenses and permits for the Premises or other processes (including the utilization of management-type agreements) to prevent the disruption of the licenses and permits, including, but not limited to, the business licenses, food permits, alcohol licenses, tobacco licenses, and lottery programs. Additionally, Tenant agrees that, if required for the continued sales of certain products a license or permit must be purchased for the Premises, Tenant agrees to sell the license or permit to Landlord or its designated agent at no cost or nominal cost (not to exceed $100), at Landlord's sole discretion, and in the case of the expiration or termination of the Lease for any reason, at Landlord's option, Tenant shall transfer the license to Landlord or place the license in safekeeping for Landlord, or on its behalf, or take such other similar action which protects Landlord's

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

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

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notifying Landlord or, at Landlord's option, a third party, of any needed repairs, malfunctioning, damage or theft related to such Third Party Equipment within two (2) hours of its discovery. In addition, Tenant is required to call the number on the side of the Third Party Equipment. Tenant shall allow easy access for its customers to such Third Party Equipment, allow the use of outlets and electricity, and shall not block, obstruct or otherwise interfere with such Third Party Equipment. Tenant shall keep the areas around such Third Party Equipment in a neat, clean and safe condition. Tenant shall not be entitled to any reimbursement or any revenue from such Third Party Equipment. Tenant shall forward any communications or other notices received related to such Third Party Equipment to Landlord within one (1) business day of receipt. Additionally, Tenant does not have the right to install or operate Third Party Equipment on the Premises without Landlord's prior written consent, which Landlord may withhold at its sole discretion.

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

Tenant understands that Tenant is required to comply with certain appearances, cleanliness and customer service guidelines of the existing brand of motor fuel or other replacement brand. Tenant shall comply with these guidelines and provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event Tenant fails to comply with its obligations under this Section, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the Premises into compliance with such guidelines, obligations and any requirements to maintain said brand including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended with the Rent payment next due. Landlord agrees to provide five (5) days notice (or such shorter time period as required by the supplier of Supplier or because of an emergency) to Tenant prior to expending money hereunder. Landlord, at its expense, may audit, examine, and make copies of or extract from the bank accounts, books of account and records maintained by Tenant or Tenant's accountant or other representatives.

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Landlord or Supplier shall select the third party processor to process any and all credit, debit or other card based transactions through the banking network, and Tenant agrees to use the processor chosen by Landlord or Supplier. Tenant shall comply with all processor requirements or regulations and be responsible for all fees charged for such processor transactions, including, but not limited to, processing fees, charge-backs and interchange fees. At Landlord's option, Tenant will contract directly with the processor selected and such processor shall settle directly with Tenant for such fees. Tenant is solely responsible for any loss incurred by Tenant's honoring a falsified scrip or a user's claim that a scrip did not print due to malfunction of the equipment. Any required reversal of an erroneous debit to a user's account is the responsibility of the user and Tenant will provide reasonable assistance to the account holder upon request.

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

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

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

8. Care and Maintenance of Premises.

(a) Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect, maintain or secure said Premises. Tenant accepts the leased Premises in its present condition and as suited for the intended use by Tenant. Tenant accepts the Premises in an "As-Is" condition with all faults, with any and all latent and patent defects, and Landlord is held harmless for internal, external and cosmetic defects. Tenant must complete a store walk with Landlord's representative. Tenant acknowledges and agrees that there are no express or implied warranties regarding the condition of the Premises. Except for exterior walls, structural foundations, and other repairs described in (b) below, which will be maintained by Landlord, Tenant shall, throughout the Term of this Lease, at Tenant's expense, maintain in good order and repair the leased Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises, including, but not limited to ensuring that (i) inside light fixtures are routinely cleaned and in good operational condition, (ii) periodic painting of the interior of the Premises utilizing colors which are approved by Landlord, and (iii) all HVAC systems are in good repair and operating

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condition (including replacement of such equipment as necessary) with all filters, coolers, and refrigeration units being routinely checked, repaired, replaced, and kept clear of debris. Tenant further agrees to care for the grounds around the building, including the care of shrubs, general landscaping, including, but not limited to, ensuring that (i) routine lawn and landscape maintenance occurs, and (ii) all parking lot and pump areas are free of weeds and trash. Tenant agrees to be responsible for ensuring that the Premises comply with all applicable laws at all times (including, but not limited to, the Americans with Disabilities Act (as that Act may be amended)), and Tenant is required to make any alterations, maintenance, repairs and replacements necessary to assure and maintain compliance with those laws, whether such modifications are structural or otherwise. Tenant agrees to return said Premises to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear and acts of God excepted. Tenant shall take all actions required to keep the Premises and Motor Fuels Property, and its customers, employees, and invitees safe. It is acknowledged that the intent of this Section is for Landlord to have no duty to repair, replace, secure or maintain any portion of the Premises, except as provided herein. Notwithstanding the foregoing, Landlord may elect to maintain and repair the paved areas and maintain and care for the grounds around the building, including the care of shrubs, general landscaping, and Landlord may collect additional funds during a Lease year in order to build a reserve for large paving repairs or repaving. If Landlord makes such election, Tenant shall be responsible for reimbursing Landlord for the costs and expenses of such maintenance and repair, or Landlord may collect such amounts in the same manner as Landlord collects Rent. If Tenant fails to make any repairs or replacements or perform any maintenance required in this Section, Landlord may either make such repairs or replacements or perform such maintenance or hire a company to make such repairs or replacements or to perform such maintenance and in either case, bill Tenant therefor, as Additional Rent, which may be added to the next payment due from Tenant, and if Tenant pays Rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant or which may be offset against funds owed by Landlord or Supplier to Tenant. If Landlord bills Tenant, Tenant shall reimburse Landlord upon receipt of such bill, and Tenant shall pay to Landlord an additional sum of ten percent (10%) of any such sums due which are not received by Landlord on or before fifteen (15) days after date of such bill.

Tenant shall keep the area around the Motor Fuels Property area clean and free of debris and other and other obstructions. Tenant shall pressure wash the Motor Fuels Property as necessary to keep the Motor Fuels Property in a first class condition. Tenant shall also keep the credit card receipt paper fully-stocked, paper towels fully-stocked, squeegees and windshield washer fluid fully-stocked and keep the trash valets clean and emptied at all times. Landlord shall maintain, repair and replace burned out canopy lights. Landlord will supply Tenant with hoses, nozzles and swivels related to the Motor Fuels Property, and Tenant shall be responsible for replacing hoses, nozzles, and swivels within one (1) hour of a needed repair or replacement. Tenant agrees to advise Landlord when it runs low on such items, so that Landlord may restock the items at the Premises. Tenant shall notify Landlord by contacting their assigned area sales manager of any necessary repairs or replacements related to the Motor Fuels Property or any burned out canopy lights within four (4) hours or less of the initial observance of necessary repairs or replacements. If Tenant fails to clean and stock the Motor Fuels Property as required in this Section, Landlord may hire a company to perform such cleaning and stocking and bill Tenant therefor as Additional Rent, which shall be added to the next payment due from Tenant, and if Tenant pays Rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant. Landlord may also submit an invoice for such amount, and if Tenant fails to reimburse Landlord upon receipt of such bill, Tenant shall pay to Landlord an additional sum of ten percent (10%) of any such sums due which are not received by Landlord on or before fifteen (15) days after date of such bill.

(b) Tenant may not make any cuts in the roof of the Premises without first obtaining Landlord's prior written consent. Tenant may not damage or cause the roof bond or warranty to be canceled or invalidated. If Tenant causes damage or invalidates the roof bond or warranty, Tenant shall repair any such damage at its sole cost and expense, and Tenant shall indemnify, defend and hold Landlord harmless for

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any such damage or roof bond or warranty invalidation. If Landlord consents to a roof cut, Tenant shall utilize Landlord's roofing contractor so that Landlord's roof bond or warranty will not be invalidated. If no such roof bond exists and Landlord consents to a roof cut, Tenant shall indemnify Landlord against all costs and expenses incurred in connection with any roof leaks caused, in the opinion of a qualified roofing expert acceptable to Landlord and Tenant, by such roof cut. The indemnification obligations in this Section 3(b) will survive the expiration or termination of this Lease.

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

(d) Landlord shall, at its sole cost, expense and risk, maintain, repair and replace any and all pipes, ducts, wires, mains or conduits which do not serve the Premises exclusively, the system for drainage of water therefrom, the foundation, floor slab, the exterior walls, and the structural portion of the Premises, excluding all windows, window glass, plate glass and all doors of the Premises. In no event shall Landlord have any obligation to maintain, repair or replace security systems or cameras located at the Premises notwithstanding whether such items were present at the Premises upon the Commencement Date. Tenant is required to notify Landlord by calling 1-888-422-3009 (or such other number or email provided to Tenant by written notice) within eight (8) hours of any repairs, maintenance or replacements needed for the Common Areas, including, but not limited to, any lighting within the Common Area which is in need of repair. Notwithstanding anything to the contrary contained in this Lease, Tenant shall repair (or replace) any damages to such items caused by Tenant, its employees, agents, contractors, or customers.

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

10. Indemnification of Landlord Against Loss or Damage to Premises. For and during the Term, Tenant shall protect, indemnify, defend, and save harmless Landlord, its affiliated entities, owners, principals, officers, managers and shareholders ("Landlord Indemnified Parties"), from and against all

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

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

(a) public liability insurance including bodily injury and property damage insuring Tenant and Landlord, which shall include, among other things, dramshop insurance covering liability from the sale of alcoholic beverages at the Premises (if alcoholic beverages are sold at the Premises), with minimum coverage as follows: $2,000,000.00 LIABILITY INSURANCE COVERAGE, and if the liability insurance policy does not include assault and battery coverage (or excludes such coverage), Tenant agrees to procure a separate assault and battery policy with $2,000,000.00 minimum coverage. Additionally, if the liability insurance policy does not include violence with a weapon (or excludes such coverage), Tenant agrees to procure a separate active assailant policy with $2,000,00.00 minimum coverage;

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

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

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

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

All insurance policies required to be carried hereunder shall name Landlord and any party designated by Landlord as named insureds, and shall be primary to any insurance carried by Landlord or any party designated by Landlord as named insureds. The insurance described above shall include the following other insurance amendment: "This insurance is primary insurance with respect to Landlord, and any other insurance maintained by Landlord shall be excess and not contributory in any manner with this insurance." Any and all insurance coverage maintained by Landlord shall be excess or secondary but

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noncontributing insurance (in neither a concurrent nor pro rata manner) to all insurance policies required to be maintained by Tenant in this Lease. Tenant agrees to subordinate any claim it may have under insurance maintained by Tenant to any claims Landlord may have until such time as Landlord's claim has been paid in full. Tenant agrees to submit a copy of this Lease to its insurer in order to ensure that Landlord's claims are given appropriate priority. If Tenant submits a claim that reduces an award that would have been due to Landlord had Tenant not submitted a claim, Tenant shall reimburse Landlord for the difference between the amount which would have been paid to Landlord had Tenant not submitted a claim and the amount obtained by Landlord from insurance. All policies shall be effective on or prior to the date of this Lease and shall remain effective throughout the Term and any holdover or extension periods. Prior to the Commencement Date and thirty (30) days prior to the expiration date of an existing policy of insurance, Tenant agrees to provide evidence of payment of premiums, duplicate copies of policies of the insurance required herein and certificates of insurance with respect to all required coverage. All policies of insurance shall include provisions waiving subrogation against Landlord and prohibiting cancellations or material changes to the policy until thirty (30) days written notice has been given to Landlord by the insurance company. All insurance shall be placed with a reputable insurance company acceptable to Landlord and licensed to do business in the state in which the Premises is located. Any deductibles or retentions applicable to any of the insurance required in this Lease shall be payable solely by Tenant.

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

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

14. Assignment and Subletting. Landlord may assign its interest in this Lease or any interest hereunder at any time, and Landlord shall provide Tenant written notice of any such assignment. Tenant may not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord, at Landlord's sole discretion. Consent to any assignment or sublease shall not waive any of Landlord's rights under this Section or have the effect of releasing Tenant from any obligation under the Lease, and all later assignments or subleases shall be allowable only upon the proper written consent of Landlord. In addition, Landlord shall be paid an administration fee of $2,500.00 for each assignment of this Lease. As used in this Lease, the term "assignment" includes any sale of 50% or more of the voting stock, member or partnership interests of Tenant, or any merger, consolidation or reorganization of Tenant (or any series of any such transactions), regardless of whether Tenant is the surviving entity in such merger, consolidation or reorganization. Any assignment, subletting, or transfer of interest by Tenant which violates this Section 14 shall be void and shall be a default under this Lease.

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

(i) Tenant fails to pay Rent, including Additional Rent, on the date due;

(ii) Tenant fails to perform any of the terms or provisions of this Lease other than the payment of Rent, including but not limited to those enumerated in Section 6 and Tenant fails to cure such event(s) of default within ten (10) days after written notice thereof (unless a different time period is specified or is considered an immediate breach in this Lease);

(iii) a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant, or a receiver is appointed for Tenant's property, or, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred;

(iv) Tenant makes an assignment for the benefit of creditors, or Tenant's effects are levied upon or attached under process against Tenant;

(v) If Tenant is an individual, Tenant (or any one Tenant) dies, or if Tenant is an entity, the death of a principal of Tenant;

(vi) Tenant violates or is in default of any other agreements between Landlord (or an entity affiliated with Landlord) and Tenant (or the prinicipals of Tenant or an entity affiliated with Tenant);

(vii) The Premises is abandoned or vacated as set forth in this Lease (which shall be subject to the remedies set forth in such provision if a remedy is set forth therein);

(viii) Two (2) or more "Violations" (as defined below) occur in a six-month period;

(ix) a default under the Supply Agreement, the termination or a violation of the Supply Agreement, or the business operated upon the property is debranded from the applicable petroleum brand as the result of the acts or omissions of Tenant; or

(x) if the Tenant is operating under a license of Landlord (or an affiliate of Landlord) pursuant to a management agreement or otherwise, and Tenant (including its employees or agents) causes a violation of the license for the Premises (such as selling alcohol or tobacco to a minor) (a "License Default").

(b) In the event of a default, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and re-let the Premises or any portion thereof on such terms as Landlord deems appropriate; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity. In the case of (ii) in the preceding sentence, any rent from any re-letting shall be applied to any indebtedness other than Rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the Rent due, and Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor. If the Premises is located in Georgia, Tenant hereby waives its right to tender rent to Landlord under O.C.G.A. §44-7-52. As set forth in Section

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6, if Tenant allows the Premises to be vacant or unattended or ceases selling gasoline or the operation of its business upon the Premises without the prior consent of Landlord for any period in excess of twenty-four (24) hours, an immediate breach of this Lease shall occur, and Landlord may, at its option, terminate this Agreement without the requirement of written notice, and all rights and interests of Tenant hereunder shall thereupon be cancelled. Notwithstanding the foregoing, in addition to the remedies above, Landlord may also apply any amounts held by Landlord or any entity affiliated with Landlord to any amounts due to Supplier and/or apply any amounts held by Supplier or any entity affiliated with Supplier to any amounts due to Landlord.

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

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

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

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

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

(d) The following will each constitute a “Violation” under this Lease:

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(i) Tenant's failure to maintain landscaping in a good, clean, and healthy condition or failure to otherwise maintain such landscaping pursuant to our specifications;

(ii) Tenant's failure to perform obligations of this Lease;

(iii) Tenant's failure to maintain the paved areas of the Premises in a good, clean, safe, and free of debris condition;

(iv) Tenant's failure to keep the interior of the improvements located on the Premises (including, without limitation, the back of the store, and the restrooms) in a good, clean, working and safe condition. This will include, without limitation, wiping down fixtures, mopping floors, picking up trash routinely, and the removal of any graffiti and/or offensive language;

(v) Tenant's failure to keep the electrical and utility areas on the Premises in a good, clean, working and safe condition and with full access to electrical and utility panels and components. This will include, without limitation, no stacked/stored boxes, merchandise or any equipment in the electrical room;

(vi) Tenant's failure to keep the store fully stocked with fresh, clean merchandise. Merchandise will be in first class condition, no flaws or abrasions and within sell-by date. All items will have price tags and no empty shelves;

(vii) Tenant's sale or display of weapons, pornographic or obscene materials, drug paraphernalia, banned, recalled or other items whose sale is prohibited by applicable law and any other prohibited or nonconforming merchandise (as identified from Landlord or Supplier from time to time);

(viii) Tenant's failure to effect fuel price changes on all exterior price signs at the Premises within thirty (30) minutes after instruction from Landlord or Supplier;

(ix) Tenant's failure to notify Landlord of any repairs needed for which Tenant is obligated to notify Landlord by the method required in this Lease, within the timeframe required after discovery (or when it should have reasonably discovered) of the condition warranting such request;

(x) Tenant's failure to provide courteous, honest, and appropriate service to its customers as shown by documented customer complaints;

(xi) Tenant's failure to maintain brand standards or a failure of a customer value proposition or mystery shop;

(xii) Tenant's failure to correct a previous Violation at the time of the next inspection performed by Landlord;

(xiii) Tenant's failure to maintain sufficient funds in the accounts provided to Landlord necessary to avoid items being returned marked 'NSF" or "Insufficient Funds"; or

(xiv) Tenant's failure to accurately perform a motor fuel price survey within the timeframe required by 6 (16) in the Supply Agreement (as defined below).

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

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

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

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

19. Holding Over. If Tenant remains in possession of the Premises after expiration or termination of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. The failure of Landlord to invoice the Rent at 150% as set forth in the preceding sentence, or the action of Landlord sending an invoice that includes Rent at a renewal rate as set forth in Section 3 above shall not be treated as a renewal of the Term or evidence of a renewal of the Term if the Lease has not been renewed as required in Section 2 above. There shall be no renewal of this Lease by operation of law. If Tenant does not vacate the Premises immediately upon expiration or termination of this Lease the damages which will accrue to Landlord will be difficult to calculate, and therefore, Tenant shall pay to Landlord, as liquidated damages and not as a penalty, in addition to Rent due as set forth herein, the sum of ten thousand dollars ($10,000.00) as Additional Rent which shall be paid to Landlord within seven (7) days after such expiration or termination.

20. Attorney's Fees and Homestead. If any Rent or sums owing under this Lease are collected by or through an attorney at law, or if Landlord uses an attorney to regain possession of the Premises, Tenant agrees to pay Landlord's attorney's fees. If suit should be brought for recovery of the Premises, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party will be entitled to all costs incurred in connection with such action, including reasonable attorney's fees. As used throughout this Lease, attorney's fees shall include fees for the time of inhouse attorneys at a reasonable rate based on attorneys' fees for attorneys which are in the same geographic market as the inhouse attorneys.

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

21. Security Deposit. Tenant has deposited Twenty-five Thousand and 00/100 Dollars ($25,000.00), ("Security Deposit") which is currently being held by Landlord or Supplier, at Landlord's option, and Landlord may fund portions of the Security Deposit to Supplier to remedy defaults under the Supply Agreement and Supplier may fund portions of the Security Deposit to Landlord to remedy defaults under the Lease. The Security Deposit is being held to ensure the performance of Tenant's obligations under this Lease and to ensure the performance of Tenant as customer under the Supply Agreement, including without limitation the surrender of possession of the Premises to Landlord as herein provided. It is acknowledged and agreed that Landlord is not establishing a separate account for the Security Deposit, and the Security Deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the Security Deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply the Security Deposit to the curing of such default.

Any such application of the Security Deposit by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Lease; and, on demand, Tenant shall restore the Security Deposit to the full

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amount set forth above. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the Rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, Landlord will return to Tenant any then remaining balance of the Security Deposit.

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 Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then attaching the same on the main entrance to the Premises may make such service or notice. All notices shall be given via personal delivery, sent via U.S. Mail, certified mail, return receipt requested postage prepaid, or sent via nationally recognized overnight courier service to the Premises in the case of notice to Tenant, and to the address set forth above in the case of Landlord. Such notice shall be deemed given at the time of personal delivery, or at the time of deposit in the mail, or upon delivery by overnight courier, as applicable; provided, however, the parties agree that Landlord may deliver notices by email or docusign to the email address set forth below Tenant's signature, and such notice shall be deemed given at the time such email is sent or docusign is viewed, as applicable.

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 or with their affiliated parties (or customs or practices of Landlord or its affiliated entities with third parties) at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

24. Liens. (a) If, because of any act or omission of Tenant, any mechanic's or other lien shall be filed against the Premises or upon the Center or against Landlord with respect to the Premises, Tenant shall, at its expense, within five (5) days after receipt of notice of the filing thereof, cause the same to be canceled and discharged of record or furnish Landlord with a surety bond issued by a surety company, protecting Landlord from any loss resulting from nonpayment of such lien claim, and further, shall indemnify and save harmless Landlord from and against any and all cost, expenses, claims, losses or damages, including without limitation reasonable attorneys' fees, arising from or relating to Landlord's actions to protect itself with respect to such filing. If Tenant fails to discharge such lien or provide such bond within such five (5) day period, Landlord may take actions to protect itself, including but not limited to, paying satisfying the lien or obtaining a surety bond, and in such case, Tenant shall reimburse the Landlord for such amounts as Additional Rent within one (1) business day after receipt of a bill from Landlord or such amount may be added to the next payment due from Tenant, and if Tenant pays Rent by electronic funds transfer, such amount will be added to the electronic funds transfer amount paid by Tenant or which may be offset against funds owed by Landlord or Supplier to Tenant. The provisions of this Section will survive the expiration or termination of this Lease.

(b) Landlord shall have at all times a valid lien and right of setoff for all sums of money becoming due hereunder from Tenant, upon all inventory, goods, wares, equipment, fixtures, furniture, signs, accounts and proceeds, other tangible property and other personal property of Tenant situated on the Premises, and, except in the ordinary course of Tenant's business, such property shall not be removed therefrom without the consent of Landlord until all sums of money then due to Landlord hereunder shall first have been paid and discharged. Tenant hereby agrees to execute any and all documents as are necessary for or requested by Landlord to establish or perfect any lien rights in favor of Landlord or any lender of Landlord. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law enter upon the Premises and take possession of any and all inventory, goods, wares,

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equipment, fixtures, furniture, signs, other tangible property and other personal property of Tenant situated on the Premises without liability for trespass or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale at which Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord or Supplier. Any surplus shall be paid to Tenant and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of chattel mortgages or in any other form provided by law as may be required by the Uniform Commercial Code of the State wherein the Premises is located in order to preserve the priority of the lien created by this Section. The express contractual lien hereby granted is in addition and supplementary to any other lien available to Landlord, including but not limited to, any statutory lien.

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

26. **LIMITATION OF LIABILITY. IF, AS A CONSEQUENCE OF A DEFAULT BY LANDLORD UNDER THIS LEASE, TENANT RECOVERS A MONEY JUDGMENT AGAINST LANDLORD, SUCH JUDGMENT MAY BE SATISFIED ONLY OUT OF THE PROCEEDS RECEIVED UPON EXECUTION OF SUCH JUDGMENT AND LEVIED THEREON AGAINST THE RIGHT, TITLE AND INTEREST OF LANDLORD IN THE CENTER AND THE PROPERTY UPON WHICH THE CENTER IS LOCATED (THE "CENTER PROPERTY") AND OUT OF THE RENT OR OTHER INCOME FROM SUCH PROPERTY OR OUT OF CONSIDERATION RECEIVED BY LANDLORD FROM THE SALE OR OTHER DISPOSITION OF ALL OR ANY PART OF LANDLORD'S RIGHT, TITLE OR INTEREST IN THE CENTER AND THE CENTER PROPERTY, AND LANDLORD WILL NOT BE LIABLE FOR ANY DEFICIENCY. TENANT AGREES TO BRING ANY ACTION OR CLAIM IT MAY HAVE AGAINST LANDLORD OR ITS AFFILIATES WITHIN 1 YEAR OF ACCRUAL OF SUCH ACTION OR CLAIM OR WITHIN ONE YEAR AFTER THE EXPIRATION OR TERMINATION OF THIS LEASE**

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

28. Severability. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, unenforceable, invalid, or of no force and effect, the balance of this Lease

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will not be affected or impaired and shall remain in full force and effect and enforceable as a binding contract.

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

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

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

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

(b) Landlord reserves the right to grant easements, rights-of-ways, licenses and other encumbrances affecting the Center.

(c) If the Lease incorrectly describes the Premises that the parties intended Tenant to lease, or other material terms of this Lease and such other material terms are reflected in a letter of intent or other agreement with the parties, Landlord has the unilateral right to amend the Lease and must send Tenant a copy of such amendment within ten (10) days of signing.

(d) If Landlord submits a bill or invoice to Tenant for any expenses or costs it is entitled to pursuant to any provision of this Lease and Tenant does not make an objection within ten (10) days after receipt of such bill or invoice, Tenant shall be deemed to have approved such bill or invoice and may not later dispute such charges.

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

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

(g) Tenant's rights hereunder are expressly conditioned upon Tenant entering into a fuel services agreement or supply agreement, as applicable, with **EXCELL PETROLEUM, LLC** (“Supplier”)

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or such other supplier designated by Landlord from time to time (the "Supply Agreement") for the exclusive supply of petroleum products to the Premises for the Term (including any renewal thereof as provided in this Lease). The forecourt and/or backcourt of the Premises may be rebranded or debranded by Supplier or Landlord at any time and from time to time, in Supplier's or Landlord's sole discretion. Any default or violation by Tenant as customer under the Supply Agreement or termination of the Supply Agreement shall also be an event of default hereunder.

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

(i) Tenant agrees not to enter into any contracts, agreements or other obligations affecting the Premises which have a term of longer than the term of this Lease. Tenant may not enter into any contracts, agreements or other obligations affecting the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Landlord's review of such contract is solely for confirming compliance with this Lease, and Tenant shall not rely on Landlord's review for any purpose. Tenant shall provide reports of all revenue and profit derived from all sales at the Premises (including sales and services provided through any third-party vendors) broken out by revenue source on a monthly basis as follows: Within five (5) days after the end of each month, Tenant shall deliver to Landlord at consignment@majorsmgmt.com for the preceding month such reports in form and content satisfactory to Landlord. If the form and content is not satisfactory to Landlord, Landlord may advise Tenant of the changes needed, and Tenant shall submit the revised information to Landlord within two (2) business days after receipt of such requested revisions. Landlord may audit Tenant's records at any time to obtain or confirm such information.

32. Intentionally omitted.

33. <u>Additional Provisions.</u>

33.1. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: (a) there are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitations the loss of any investment in the Premises or such business upon expiration or termination of this Lease; (b) upon expiration or 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 a prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; (d) any improvements, fixtures or equipment which are not or are not permitted to be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon

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expiration or 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 expiration or termination of this Lease; (f) Tenant has no option, first right of refusal, first right of offer, or any other right of any nature to purchase the Premises; (g) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises; and (h) upon expiration or termination of this Lease, Landlord shall not be liable to Tenant for any compensation or damages of any kind.

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

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

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

33.5 Correspondence. Tenant shall forward to Landlord within twenty-four (24) hours of receipt thereof, a copy of any and all correspondence, notices, lawsuits, citations, summons, liens, instruments or other writings of any nature delivered or mailed to Tenant, Landlord or the Premises with respect to any lien, claim or demand against Tenant, Landlord or the Premises, or in any way related to the condition of the Premises, the use or occupancy of the Premises, or with respect to zoning, taxes, applicable laws and regulations or condemnation. If Tenant fails to comply with this Section, Tenant shall be responsible for any losses, claims or damages caused by such failure, and Tenant shall indemnify, defend, and hold Landlord (and its affiliated entities) harmless for such failure.

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

33.7 No Presumption Against Drafter. Landlord and Tenant understand, agree, and acknowledge that (a) this Lease has been freely negotiated by both parties, and (b) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of such party having drafted this Lease or any portion thereof.

33.8 Final Agreement. Each party acknowledges and agrees that no representations, inducements, promises or statements, written, oral or implied, have been made by any party of anyone acting on behalf of any party which are not embodied in this Lease, and each party agrees that no agreement, covenant, representation, inducement, promise or statement not set forth in writing in the Lease, as modified by this Amendment, is valid or binding

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

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

Initial: DS VP For Tenant DS SAM For Landlord

Initial: DS VP For Tenant

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

38. Expiration or Termination of the Term. All of Tenant's personal property, and all furnishings, movable trade fixtures and equipment which are not permanently attached to the Premises shall be deemed the property of Tenant, and upon the expiration or earlier termination of this Lease, Tenant may, or if Landlord requires, shall, remove such items so installed in the Premises, and Tenant shall, prior to the expiration or earlier termination of this Lease, repair any damage caused by such removal. If Landlord requires Tenant to remove its furnishings, movable trade fixtures or equipment, and Tenant fails to do so, Landlord may remove such items, and Tenant shall reimburse Landlord for all costs related to such removal. All point of sale systems, upgrades or replacements to existing equipment, and all alterations, additions or improvements that are permanently attached to the Premises, including without limitation air conditioning and heating equipment, shall become the property of Landlord upon their installation at the Premises and Tenant may not remove such items at any time during the Term (except that Tenant may replace an item with an item in like-new condition that is as good as or better than such item) or upon the expiration or termination of this Lease. Upon the expiration or earlier termination of this Lease, Tenant shall deliver the Premises to Landlord broom clean and in good repair and condition, reasonable wear and tear excepted. If Tenant leaves any personal property in the Premises after the expiration or earlier termination of this Lease, at the option of Landlord, such property shall become the property of Landlord. Tenant shall clean all windows and plate glass, including the removal of any stickers, signs or other decorations on such glass.

39. Non-Delivery of Possession. In the event Landlord cannot deliver possession of the Premises to Tenant upon the Commencement Date, through no fault of Landlord or its agents, Landlord and its agents shall have no liability under this Lease due to failure to deliver the Premises. In such event, Rent due shall be reduced on a pro-rata basis with Tenant responsible for payment of Rent beginning on the date the Premises are made available for delivery. Landlord or its agents will have thirty (30) days in which to make the Premises available for possession. At such time as the Premises becomes available, Tenant agrees to accept the Premises and pay Rent as agreed upon in the Lease. In the event Landlord is unable to deliver possession of the Premises to Tenant within thirty (30) days after the Commencement Date, this Lease will automatically terminate and all money paid by Tenant to Landlord shall be refunded to Tenant.

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

(a) Tenant is involved in the sale of petroleum products upon the Premises. Tenant understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility.

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Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control.

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

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

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; (4) the spill bucket area; and (5) low areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above. Tenant shall notify Landlord within four (4) hours of any problems discovered during such inspection, and if the failure to notify Landlord within such four (4) hour timeframe exacerbates the repair or necessitates a replacement of the equipment, Tenant shall be responsible for such incremental costs. Except to the extent caused by Tenant or Tenant is responsible because of a failure to report a problem to Landlord as required in this Lease, Landlord shall be responsible for all repairs and replacements of the underground storage tanks and associated piping.

(e) Tenant agrees to conduct, at a minimum, a daily inspection of hoses, certified equipment, breakaways, valves, seals, vapor recovery systems, underground storage tanks and other equipment to ensure Stage II Recovery compliance and shall be solely liable for any non-compliance. Tenant shall immediately shut down the Motor Fuels Property if continued operation would be dangerous or unsafe.

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

{SIGNATURES ON FOLLOWING PAGE}

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

LANDLORD:
CENTRAL GEORGIA COMMERCIAL PROPERTIES, LLC

DocuSigned by:
By: Scott A. Moon (seal)
7CE3696E5EDC471...
Name: Scott A. Moon
Title: Manager

TENANT:
MARATHON PRIME LLC

DocuSigned by:
By: VISHAL PATEL (seal)
9F0A0609A3014F4...
Name: Vishal Patel
Title: Manager
Email: vishalpatel1198@gmail.com

DocuSigned by:
VISHAL PATEL (seal)
9F0A0609A3014F4...
Vishal Patel
Email: vishalpatel1198@gmail.com

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EXHIBIT "A"

LEGAL DESCRIPTION

AS SURVEYED LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOT 81 OF THE 4th LAND DISTRICT OF BIBB COUNTY, GEORGIA, CONTAINING 1.391 ACRES.

COMMENCING AT POINT AT THE CENTERLINE INTERSECTIONS OF EISENHOWER PARKWAY AND HARRISON ROAD, SAID POINT HAVING A NORTHING OF 1022814.4134 AND AN EASTING OF 2432917.3314 THENCE BEARING N 44-07-18 W A DISTANCE OF 180.69' TO AN IRON PIN FOUND, SAID POINT BEING THE POINT OF BEGINNING; THENCE A BEARING OF N 65-25-00 E A DISTANCE OF 175.00' TO AN IRON PIN FOUND; THENCE BEARING N 33-09-04 W A DISTANCE OF 200.00' TO AN IRON PIN FOUND; THENCE BEARING N 33-06-26 W A DISTANCE OF 150.00' TO AN IRON PIN FOUND; THENCE BEARING N 65-25-00 E A DISTANCE OF 175.00' TO AN IRON PIN FOUND; THENCE BEARING S 33-06-26 E A DISTANCE OF 150.00' TO AN IRON PIN FOUND; THENCE BEARING S 33-09-45 W A DISTANCE OF 200.00' TO THE POINT OF BEGINNING.

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ADDED TO THE SEPTEMBER 1, 2026 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.

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

Agent Information

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

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership…Must submit 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

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Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 39-2139033 State Tax ID#: 309057248

Business Name: USA GROCERY Corporate and Trade Name: SHRI NILKANTH 2590 LLC

Local Business Address: 2590 ROCKY CREEK Rd, MACON, GA - 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: same.
Street Address (City State Zip)

Local Business Phone #: 478-238-4447 Email Address: USAGROCERY2590@gmail.com

Contact Person: MANOJKUMAR PATEL Contact Phone #: 229-886-5267

AGENT

Agent's Name: MANOJKUMAR PATEL Agent's Title: OWNER

Date of Bir[redacted] Social SecurityNumber:[redacted]

Home Address: 132 TANGLEWOOD DR City: Moultrie State: GA Zip: 31768

Home Phone #: 229-886-5267 Email: USAGROCERY2590@gmail.com

Mailing Address: 2590 ROCKY CREEK Rd. City: MACON State: GA Zip: 31206

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name:_____ Title: _____

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

Home Phone #: _____ Email:_____

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

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Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the MANOJKUMAR VASUDEV PATEL 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):	MANOJKUMAR VASUDEV PATEL		
Address	132, TANGLEWOOD DR. MOULTRIE GA. 31768		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN	[redacted]	

This authorization is valid for 180 days from date of signature.

I, MANOJKUMAR VASUDEV PATEL give consent to the above named entity to perform periodic criminal history background checks for the duration of my employment.

Signature _____ Date 05/18/2026

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 III Info Received
	Sworn Criminal Justice Employment (Z) - State and III 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

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

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

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

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

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

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

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

Business Name: SHRI NILKANTH 2590 LLC / USA Grocery

Printed Name of Applicant: MANOJKUMAR PATEL

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF July, 2026.

M. S. Patel
_____
NOTARY PUBLIC

MY COMMISSION EXPIRES

STATE OF GEORGIA NOTARY PUBLIC

MANISH PATEL
Notary Public, Georgia
Houston County
My Commission Expires
September 24, 2026

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MEASUREMENT FORM

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

APPLICANT: **Manoj Kumar Patell**

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

BUSINESS LOCATION: **2590 Rocky Creek Road, Macon, GA 31206**

BUSINESS NAME: **Shir Nilkanth 2590 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 __X__ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may continue 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. _____ Comply ____, but does not comply with other restrictions
__X__ 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: April 30, 2026

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

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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

Shri Nilkanth 2590 LLC
#2590 Rocky Creek Road

4,350' — SCHOOL GROUND property line
Southfield Elementary

5,100' — SCHOOL BUILDING
Southfield Elementary

8,150' — COLLEGE CAMPUS property line
Central Georgia Technical College

14,500' — ALCOHOLIC TREATMENT CENTER building
River Edge - Fulton Mill Road

7,950' — PUBLIC LIBRARY or BRANCH building
Bloomway Public Library

2,800' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Bloomfield Way

* 265' — CHURCH (building)
Bloomfield Church of God
#5609 Bloomfield Road

* 220' — CHURCH GROUNDS
Bloomfield Church of God

6,500' — M-B COUNTY RECREATION CENTER property
Bloomfield - Gilead Recreation Center

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

Applicant self-identifies as a:
"Gas Station"

Refer to Attorney's Office
Paul J. Horowski
April 30, 2026

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AFFIDAVIT OF PUBLICATION

The Monroe County Macon Reporter

Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION IN THE STATE OF GEORGIA COUNTY OF BIBB

Applicant: **MANOJKUMAR PATEL**
Business Name : SHRI NILKANTH 2590 LLC/ DBA USA GROCERY
Business Address : 2590 ROCKY CREEK RD
City, State, Zip : Macon, Georgia 31216
Consumed on or off premise: Off Premise
MALT BEVERAGE, WINE, LIQUOR: MALT BEVERAGE and WINE

GEORGIA BIBB COUNTY
NOTICE OF INTENT TO FILE REQUEST FOR ALCOHOL LICENSE
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 02/03/2026 the undersigned will apply to said Macon Bibb County Commission for the above-described license(s) at an establishment known as **USA GROCERY**
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.
05/13/2026

I, Will Davis do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia and that the legal advertisement of Notice of Publication
Will Davis Publisher

was published in the Monroe County/Macon Reporter on the following date(s):

05/06/2026 and 05/13/2026

Sworn to and subscribed before me this day 15th of May 2026
Lana Marie Seay Notary Public
My commission expires:09/05/2028

Lana Marie Seay

Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

ZONING COMPLIANCE

PERMIT NO: ZC-2025-2251	PERMIT TYPE: Permitted Use	DATE ISSUED: 09/05/2025
PARCEL NO: M1010315	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Manojkumar Patel Shri Nilkanth 2590 LLC DBA Usa Grocery	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	2590 ROCKY CREEK RD	
PROPERTY OWNER'S NAME:	GOOD LUCK FOOD MART INC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing business. This location will operate as a small grocery store with alcohol sales and with fuel sales. No more than six (6) amusement or gaming machines are authorized by this approval and the floor area as utilized by these machines or their patrons shall be less than thirty (30) percent of the gross floor area of the establishment; should the machines and their patrons occupy more than this or should there be more than six (6) machines, a separate application for an amusement facility/indoor recreation facility is required. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the zoning office. 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: 09/05/2026

APPROVED BY: Trisha Kaiva

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.

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Control Number : 25094968

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

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

SHRI NILKANTH 2590 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/10/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **05/13/2025**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**SHRI NILKANTH 2590 LLC**	Control Number:	**25094968**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**2590 Rocky Creek Rd, Macon, GA, 31206, USA**	Date of Formation / Registration Date:	**5/10/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2026**

REGISTERED AGENT INFORMATION

Registered Agent Name: **MANOJKUMAR PATEL**

Physical Address: **2590 Rocky Creek Rd, MACON, GA, 31206-4565, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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Ownership Disclosure Form

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

Business:

Trade Name: USA GROCERY Name of Corporation: SHRI NILKANTH 2590 LLC

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

Individual:

Name and Title: MANOJKUMAR PATEL (OWNER) Telephone Number: 229-886-5267

Date of Birth: [redacted] l Security Number [redacted]

Residential Street Address: 132 Tanglewood Dr, Moultrie, GA-31768

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

Mailing Address: 2590 ROCKY Creek Rd, MACON, GA-31206.

(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: _____

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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: MANOJKUMAR Last Name: PATEL

Home Address: 132 TANGLEWOOD DR City: MOULTRIE State: GA Zip: 31768

Home Phone #: 229-886-5267 Email: USAGROCERY2590@gmail.com

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

Mailing Address: 2590 Rocky Creek Rd City: Macon. State: GA. Zip: 31206

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

07/07/26
Date

I hereby certify that Manojkumar 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 7 day of July, 2026.

M. S. Patel
Notary Public

STATE OF GEORGIA NOTARY PUBLIC
MANISH PATEL
Notary Public, Georgia
Houston County
My Commission Expires
September 24, 2026

My Commission Expires

Rev. 7/202121

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Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

MANOJKUMAR PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-08-19

Serial No.

cert_d62sy23y

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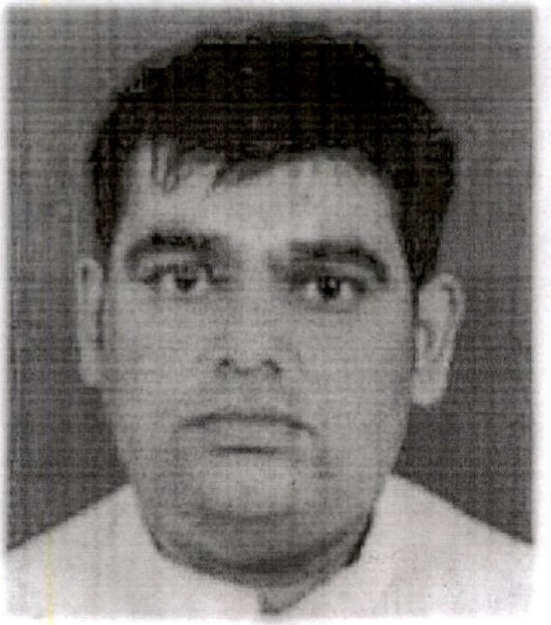
Manojkumar Patel



AH001810

ALCOHOL HANDLER

EXP: 12/31/2026

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THIS AGREEMENT, made and entered into this 1st day of April 2012, by and between **GOOD LUCK FOOD MART INC.**, a Georgia corporation (the "landlord") and **SHRI HARI MAHARAJ INC.**, (the "tenant".)

The Landlord in reliance upon and in consideration of the rents, representations, warranties, convent and conditions herein contained on the part of the Tenant, hereby lets and demises unto the Tenant, and the Tenant hereby rents, hires and takes of the from the landlord for the Term, upon the terms and conditions hereinafter after forth the following described property 2590 Rocky Creek Road, Macon Georgia 31206 (the "Demised Premises.")

TERMS AND CONDITIONS

1. **TERM.**

A. The Demised Premises are hereby leased and demised unto the Tenant, to have and to hold, for a Term of one hundred eighty months (180), with a three option lease where the tenant will have three five year option which will commence on the 1st day of April, 2012 and ending at midnight on the 31st of March 2027, both dates inclusive, (the "Term.")

B. The COMMENCEMENT DATE of this Lease shall be the 1st day of April 2012.

2. **RENTAL.**

A. MINNIMUM RENTAL: Tenant agrees to pay to the Landlord, as and for rent, subject to Paragraph 4 herein, for the Demised Premises, for the Term of this Lease as follows: The tenant shall have a three five year option lease. The tenants shall pay a sum of TWO THROUSAND FIVE HUNDRED AND NO/100 DOLLARS for the first three (3) years for each month of the Term, then will increase to THREE THOUSAND AND NO/100 DOLLARS for the next five (5) years, each monthly installment thereafter, shall be paid at the fair market rate, in advance, on or before the first day of each and every month for and during the remaining months of the Term of this Lease.

B. Rentals shall be payable, without demand, at the office of the Landlord at: 3223 Arbor Ridge Atlanta, Georgia 30340, or at such other place as the Landlord from time to time, hereafter designate by notice.

C. Tenant's obligation to pay rent and keep and perform any and all covenants and agreements herein contained shall not be abated, released or discharged because of any reason whatsoever except as is otherwise specifically provided for in this lease.

D. In the event a monthly rental payment installment is not paid when due, i.e. the first day of each and every month, then, in that even Tenant shall pay to Landlord a late charge of Ten Percent (10%) of the past due amount after the 5th day of each month that the rent remains unpaid, in addition to the rent.

3. **OPTION TO RENEW.**A. Provided all installments of rent due under this Lease have theretofore been paid in full, and all other terms and conditions of the lease have been fully complied with, Tenant shall have the option to renew this Lease under the same terms and conditions, for THREE OPTION (3) successive

P. V. Patel

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additional Term of sixty (60) months each at a rental rate ~~being the market rental rate as determined by landlord in its sole discretion~~ SET OUT IN Exhibit "A" unless the Tenant notifies Landlord of its intent not to renew within ninety (90) days of the expiration of the then current term.

4. CONDITION OF PREMISES.

A. The Tenant accepts the building, improvements, Equipment, parking lot, appliances, bathroom facilities, electrical and plumbing systems, gasoline dispensing systems, including, but not limited to underground gasoline tanks, underground pumps, gasoline dispensers, lines, swivels, hoses and nozzles, and such other personality at the Demised Premises in their present state "AS IS and WHERE IS". Further, Landlord and Tenant agree that no representations and/or warranties, either express or implied, have been made by Landlord with respect to the Demised Premises. Acceptance of the Demised Premises in working order and condition shall be conclusively presumed upon occupancy by Tenant. Nothing herein contained shall be construed as warranty by Landlord that said Demised Premises are in good condition or fit or suitable for the use and purposes for which they are hereby let, and the Tenant herewith agrees that it has examined the Demised Premises and is fully satisfied with the physical condition thereof.

B. The Demised Premises contains certain equipment "Equipment" which Equipment is the property of and shall remain the property of the Landlord. A list of said Equipment is attached hereto and incorporated by reference herein as ~~Schedule "1"~~. Exhibit "B"

C. The Tenant shall be responsible to obtain all city, county, and state licenses or permits necessary to operate its business on the Demised Premises.

5. USE OF PREMISES. The Tenant shall use the Demised Premises exclusively as a retail service station and convenience store for the sale of petroleum products pursuant to the petroleum supply company designated by the Landlord and in accordance with the terms and conditions contained in this Lease and for no other purpose, and shall not violate any governmental codes, ordinances or any laws of the United States, the State of Georgia, County of Bibb, or the City of Macon. The Tenant shall not expand the use without the prior written consent of the Landlord and its lenders prior to such expansion in use. The Tenant covenants that no nuisance or hazardous activity or occupation shall be permitted or carried on or in or upon said Demised Premises, no act or thing shall be permitted and nothing shall be kept in or about said Demised Premises which will increase the risk of hazard or fire, and nothing shall be permitted or committed upon or any damage done to said Demised Premises. Said Tenant further covenants not to conduct any business or permit any business to be conducted or do or permit any act or thing contrary to or in violation of any local law or any ordinance in the jurisdiction in which the Demised Premises is located. Tenant shall not do, or permit to be done any act or thing upon said Demised Premises, which will invalidate or be in conflict with any fire insurance policies covering the building of which Demised Premises forms a part, and fixtures and property therein, and shall not do, or permit to be done any act or thing upon said Demised Premises which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on by the Tenant upon said Demised Premises or for any other reason.

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6. MAINTENANCE AND REPAIRS. Tenant shall take good care of the Demised Premises and fixtures contained therein and shall make all repairs and replacement of any and all fixtures, furnishings, appliances and Equipment within the Demised Premises during the Term of this Lease or any extension thereof at Tenant's own cost. Tenant's repairs and maintenance shall include, but not be limited to, maintenance of the bathroom facilities, electrical and plumbing systems, air conditioning and heating systems, alarm systems, lighting systems, roof, exterior and interior of the Demised Premises, parking lot and surrounding landscaping. The Tenant further agrees that it shall keep, repair and maintain the gasoline systems, including, but not limited to, gasoline dispensers, lines, swivels, hoses and nozzles. All such repairs and maintenance shall be made by the Tenant at its own cost, in the event Tenant fails to make such repairs or maintain the Demised Premises, then in that event Landlord may make such repairs and maintenance and shall charge the cost thereof to Tenant, as additional rent.

A. Further, all appliances and other equipment shall be maintained by Tenant at its cost in good working order at all times and repairs thereto shall also be made pursuant to the terms of the preceding sentence. All damage or injury to the Demised Premises and to it's fixtures, appurtenances and equipment or to the building of which the same form a part of, caused by the Tenant, or resulting from fire, explosion, air conditioning unit or system malfunctions, short circuits, flow or leakage of water, or by bursting or leaking of pipes or plumbing works, caused by the Tenant, or any damage or injury caused by the Tenant in moving in or out of the Demised Premises or surrounding building(s), or installing or removing any of the Tenant's property or fixtures, or from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other cause of Tenant, it's servants, employees, agents or licensees, shall be repaired and restored promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. If Tenant fails to make such repairs or restorations, same may be made by Landlord at the expense of Tenant and collectible as additional rent of otherwise and shall be paid by Tenant within FIVE (5) days after rendition of a bill or statement therefore. There shall be no liability on the part of the Landlord, by reason of any inconvenience, annoyance or injury to Tenant's business or its Demised Premises arising from Landlord, Tenant or others making any repairs, alterations, additions or improvements in or to any portion of the building or of Demised Premises, or in or to the fixtures, appurtenances or equipment thereof. All late charges, utility payments, attorneys fees, cost of collection or enforcement of this Lease, taxes of any nature whatsoever and any other sum or amount to be paid under the within Lease shall be collectible as additional rent.

B. Tenant agrees that it will, at its own expense, take such steps as shall be reasonably necessary or required to keep the Demised Premises clean, free of roaches, rodents, insects and other pests and that Landlord shall not be liable for any damage caused by same.

7. ASSIGNMENT AND SUBLETTING.. Landlord and Tenant agree that the Demised Premises or the Lease may not be transferred, mortgaged, encumbered, hypothecated or sublet in whole or in part, or assigned, without the prior written consent of Landlord. In the event such consent is obtained then;

i. The Tenant shall remain liable and responsible for the remainder of the Term and any extension thereto, unless the Landlord specifically agrees, in writing, otherwise.

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ii. The provisions of the within Lease would be applicable.
iii. ~~In the event Tenant realizes any increase in the rent from the Assignee or Sublet tenant, over and above the minimum rent due hereunder, such amounts shall be paid to the Landlord.~~
iv. The Lease shall not be assigned to any party conducting a business of the type and nature described in the prohibited uses contained in Paragraph 7, supra. Tenant agrees that the use of the Demised Premises, as defined in Paragraph 7, supra shall not change without the prior written consent of Landlord, which consent may be arbitrarily withheld.
v. In the event of any assignment or sublet is authorized and executed hereunder, Tenant shall pay Landlord $25,000.00 which represents the value of goodwill for the business sold to Tenant by Landlord prior to the execution of this Lease.

8. ASSIGNMENT BY LANDLORD. The Landlord may assign, convey, transfer, sell or mortgage, by way of a security or otherwise, the Demised Premises or this Lease, or any part thereof or any part hereunder without the Tenant's consent. Any assignment by Landlord of its entire interest of the Demised Premises, or its entire rights under this Lease, shall relieve Landlord of any further obligation hereunder, except for obligations accrued at the time of such assignment. Further, the Tenant agrees that in the event of either an assignment, sale, conveyance, transfer, or mortgaging occurring as herein described the Tenant shall at all times perform the covenants, terms and conditions contained herein and shall not be relieved from same.

9. MORTGAGE SUBORDINATION.
~~Provided however said subordination contains a provision that this Lease will remain in peace.~~
The within Lease shall be and is hereby made subject and subordinate at all times to the lien or security title of any mortgage granted now, or in the future, to or by the Landlord, which may now or hereafter affect the real or personal property or which the Demised Premises forms a part or which is located at the Demised Premises and to all renewals, modifications, consolidations, participation, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required unless otherwise required by Landlord. In confirmation of such subordination the Tenant agrees to promptly execute any documentation or certificate effectuating such subordination as the Landlord may from time to time request. Tenant hereby irrevocably appoints the Landlord its attorney-in-fact to execute such documentation or certificate for and on behalf of Tenant. Further, the Tenant agrees to promptly (within 10 days from written request by the Landlord) execute any and all estoppel documents or certificates as the Landlord may from time to time request. Tenant hereby irrevocably appoints the Landlord its attorney-in-fact to execute such documentation or certificate for and on behalf of Tenant. In the event Landlord shall default in the payment of any payments due under its mortgage and such default shall continue for a period of thirty (30) days without any cure, then Tenant shall be allowed to make such mortgage payments on behalf of Landlord directly to the lender, instead of the Rent due under this Lease, provided that any excess between the Rent due under this Lease and the mortgage payments paid on behalf of Landlord shall be paid to the Landlord when due.

Provided ~~Tenant~~ default.

10. INDEMNIFICATION AGAINST LIABILITY.
A. Tenant shall indemnify and hold harmless Landlord and their lenders against and from any and all claims arising from Tenant's use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Tenant in or about the Demised Premises, and shall further indemnify with respect to any default in the performance of

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any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any of its agents or employees and from and against all costs, attorneys fees, expenses and liabilities incurred in or about any action or proceedings brought therein; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises from any cause other than Landlord's negligence.

B. Tenant shall, during the entire Term hereof, keep in full force and effect a policy of public liability insurance, including flood, rain and wind coverage, with respect to the Demised Premises and the business operated by Tenant, in the Demised Premises, in which both Landlord and Tenant shall be named as parties covered thereby, and in which the limits of liability shall be not less than ($500,000.00) Dollars for one (1) person and ($1,000,000.00) Dollars for more than one (1) person in any single incident. Upon execution of the within Lease, Tenant shall furnish Landlord with a certificate of insurance or other acceptable evidence that such insurance is in force and that premiums have been paid by Tenant within thirty (30) days prior to the due date of same. Said certificate shall also provide for thirty (30) days notice to Landlord prior to cancellation of said policy for any reason.

C. Tenant shall, during the entire Term hereof, including any extensions, maintain fire and extended coverage and umbrella insurance policies in an amount equal to the highest insurable value, but not less that $500,000.00 on the Demised Premises. Tenant shall add Landlord as an additional insured on said policy and provide Landlord with a Certificate of Insurance at or before taking occupancy of the Demised Premises. Said Certificate shall also provide for thirty (30) days notice to Landlord prior to cancellation of said policy for any reason.

D. Tenant shall obtain a business interruption insurance policy during the term of this Lease with Landlord named as additional insured.

E. The above insurance requirements and policy amounts may be reasonably amended and increased by the Landlord, from time to time, throughout the Term of this Lease and any extensions thereof due to changes required by the mortgage company, the Landlord, any change in the laws or regulations applicable to the Demised Premises or due to any increased in the replacement value of the Demised Premises or the equipment, furniture or fixtures contained therein. All policies shall include and name the Landlord as additional insured and/or loss payee.

F. Tenant shall, during the entire Term hereof, keep in full force and effect any and all policies of insurance as may be required, from time to time.

11. **INDEMNIFICATION AGAINST COSTS, CHARGES AND ATTORNEY'S FEES.** The Landlord and Tenant herein agrees that in the event it shall violate any of the terms and provisions hereof and it shall become necessary for the other party to institute a lawsuit, to enforce the terms and provisions hereof, or to collect any rent hereunder, then the losing party shall indemnify and be responsible to pay to the other party all costs and expenses, including attorneys' fees, which the other party may incur or pay. All sums of money required to be paid by the Landlord or Tenant shall bear interest from the due date or date of maturity thereof at the rate of TWELVE (12%) percent per annum until paid.

12. **TENANT'S ALTERATIONS AND/OR IMPROVEMENTS.** No major alterations will be

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effectuated by the Tenant without the express prior written consent of the Landlord. Tenant shall have the right to renovate, alter, change and improve the Demised Premises only with the consent of Landlord, which consent may be withheld at the sole discretion of the Landlord to the extent permissible by law. All permanent fixtures, shall become the property of the Landlord at the termination of the Lease and/or option Term. Tenant further agrees that the Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including attorney's fees reasonably incurred in and about the defense of any suit discharging the said Demised Premises or any part thereof from any lien, judgment or encumbrances caused or suffered by Tenant. It is understood and agreed by and between the parties hereto that the cost and charges above-referred to shall be considered as rent due and shall be included in any lien for rent. The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the above-described Demised Premises and all persons contracting with the Tenant for the destruction or removal of any building or for the erection, installation, alteration, repair, or improvement of any part of the Demised Premises or other improvements on the above-described Demised Premises. All materialmen, contractors and laborers are charged with notice that they must look to the Tenant and to the Tenant's interest only and Tenant's property and assets to secure the payment of any bills for any work done or material furnished during the rental period created by the Lease. Prior to any alteration, repair, change or improvement, Tenant agrees to provide any Landlord, contractor, subcontractor, materialmen, mechanics and/or laborers with a letter stating that the Tenant has agreed with the Landlord that any and all work and/or improvements done to the Demised Premises shall be at the sole expense of the Tenant and that Landlord, by contract, shall not be responsible to any of the above-mentioned parties for work done on behalf of the Tenant whether or not such work created an improvement to the Demised Premises or attached permanent fixtures to same. Tenant shall have said documents signed by each individual and or company representative effectuating work, and forward to the Landlord a copy of the fully executed document.

13. LANDLORD'S LIEN FOR RENT. The Tenant agrees that should Tenant be in default under this Lease, Landlord shall have a landlord's lien on all furniture and fixtures, accounts receivable, goods and chattels of Tenant, which may be brought or put on the Demised Premises, as security for the payment of the rent herein, and agrees that the Landlord's lien for the payment of said rent may be enforced by distress, foreclosure or otherwise, at the option of the Landlord. Tenant agrees, if requested by the Landlord, to execute appropriate financing statements in favor of Landlord upon the execution of this Lease.

14. DEFAULT. In the event Tenant shall (a) fail to pay and the Landlord shall not receive any rent provided for in this Lease when due for a period of TEN (10) days from its due date, i.e., the first of each and every month throughout the Term of this Lease and any renewals thereof, Tenant shall be in default of the within Lease without further notice, or (b) vacate or abandon the Demised Premises at any time, for a period of TEN (10) business days, when a portion of the total rental remains due or unpaid, or (c) in the event of any non-compliance and/or breach of any of the conditions, stipulations or covenants by the Tenant, as set forth in this Lease, with the exclusion of any rent payment default, which default shall be within TEN (10) days for a rental payment due date, and said default shall continue or exist for a period of five (5) business days

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after written notice of said default has been given to Tenant by Landlord, or (d) if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or if there is a voluntary or involuntary petition in bankruptcy filed which is not discharged within fifteen (15) days of its being filed, or if the Tenant is declared to be insolvent, or if Tenant is adjudged a bankrupt, or files for an arrangement for reorganization under the bankruptcy laws, or if any of the assets or property of the Tenant in the Demised Premises shall be attached or levied upon, and/or all of the above shall constitute a default under the terms and conditions of this Lease, and Landlord shall be entitled to avail itself of one or more of the following remedies: (a) Landlord may declare the Lease terminated and declare the Tenant to be a tenant at sufferance and bring an eviction action against the Tenant; (b) the Landlord shall, at its option, have the right to immediately re-enter, retake and take possession of the Demised Premises and declare said Term and Lease ended and expel Tenant and each and every person in or upon said Demised Premises or any part thereof and all the rights of Tenant in and to this instrument and in and to the Demised Premises herein leased and rented and in and to the Demised Premises herein leased and rented, and in and to the use of the said Demised Premises and the building and appurtenances which have become permanent fixtures, shall thereupon automatically become terminated and forfeited, and all the right, estate and interest of the Tenant in and under this Lease and in the Demised Premises herein before described and all improvements then situated in and upon said Demised Premises, together with all rents, issues and profits of said Demised Premises and the improvements thereon, and together with the security deposit, any advanced rental required to be paid herein, whether then accrued or to accrue, shall, without any compensation made therefore unto the Tenant, at once pass to and become the property of Landlord, not as a penalty or forfeiture but as liquidated damages to Landlord because of such default by Tenant hereby fixed and agreed upon between the parties hereto, each of the parties recognizing the damages and the cost and effect of such default, in consequence of such forfeiture, have taken these elements into consideration in fixing and agreeing upon the amount of rent to be paid by Tenant to Landlord. This right and procedure, as aforesaid, may be exercised at the option of the Landlord. However, Landlord may at its option, re-enter and retake possession of the Demised Premises as agent of Tenant and for the protection of the Demised Premises, and offer the Demised Premises for rent as agent for Tenant. In the event Landlord is able to re-rent the Demised Premises for a monthly rental less than the amount stipulated herein, or for a Term shorter than the remaining Term hereof, Tenant shall remain liable for any shortage of rental income over and above the amount realized on a re-rental or for any period hereof, beyond the Term of any new Lease. In any event, this clause hereof shall not require Landlord to re-enter the Demised Premises, but Landlord, at its option, do nothing and hold Tenant responsible for the rent as and when it accrues from time to time thereafter and recover from Tenant all damages Landlord may incur by reason of Tenant's fault, including, without limitation, a sum which, at the date of such termination represents the value of the excess, if any, of (i) the Base Rent, Additional Rent and all other 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 Expiration Date had this Lease not been terminated, over (2) the aggregate reasonable rental value of the Demised Premises for the period commencing with the day following the date of such termination and ending with the Expiration Date had this Lease not been terminated, plus (3) the costs of recovering possession of the Demised Premises and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorney's fees, plus (4) the unpaid Base Rent and Additional Rent earned as of the

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date of termination plus any interest and late fees due hereunder, plus other sums of money and damages owing on the date of termination by Tenant to Landlord under this Lease or in connection with the Demised Premises, all of which excess sum shall be deemed immediately due and payable: provided, however, that such payments shall not be deemed a penalty but shall merely constitute payment of liquidated damages, it being understood and acknowledged by Landlord and Tenant that actual damages to Landlord are extremely difficult, if not impossible, to ascertain. In addition, Landlord may have and use such other remedies available to Landlord in such cases of default made and provided under and as authorized and allowed by the statutes and laws of the State of Georgia. It is mutually agreed between the parties and recognized that the prompt and timely payment of all rental monies due and the performance of each and every term, covenant or condition contained in the within Lease, is of the very essence and nature of this Lease and any failure to make timely payment shall be considered a material breach hereof, any arrearage in the payment of rent shall bear interest at the rate of FIFTEEN (15%) PERCENT per annum, from the date when due until paid. All sums of money required to be paid by the Tenant to the Landlord shall be considered as rent, including but not limited to security deposit, late charges, taxes (both real and personal) cost of collections, utilities, attorney's fees, repairs, maintenance.

15. TAXES.

A. PERSONAL PROPERTY TAXES: Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon the fixtures, furnishings, equipment, or upon all other personal property located in the Demised Premises. Anything herein contained to the contrary notwithstanding, the Landlord shall have the right, at its option, to pay any such taxes before the issuance of a tax sale certificate thereon, in which event the sum so paid by the Landlord shall be reimbursed to it within ten (10) days after demand as additional rent.

B. REAL PROPERTY TAXES: During the term of the Lease, and within TEN (10) days of presentment by the Landlord to Tenant of the current real property tax bill, for each year of this Lease and any extensions thereof, Tenant shall pay to the Landlord all taxes assessed or levied against the Demised Premises by any governmental, city, county and state taxing authority, State of Georgia, as general real property taxes. Anything to the contrary notwithstanding, the term general real property taxes shall include, but are not limited to, charges for waste fees, water and sewer charges, special lighting and/or drainage districts, county property taxes, municipal property taxes, county school taxes, and any other charge customarily found on the combined real property tax bill issued by any governmental, city, county and state taxing authority, State of Georgia.

C. At Landlord's option, Landlord may require Tenant to pay the above taxes, in advance, on a monthly basis based on the previous year's tax bill and any shortages shall be adjusted and shall be paid by Tenant to Landlord upon payment of the tax bill by Landlord.

16. QUIET ENJOYMENT. Upon Tenant's paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions of Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Demised Premises for the entire Term hereof, subject to all of the provisions of this Lease.

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17. WAIVER OF LANDLORD'S LIABILITY.

A. Landlord shall not be liable to Tenant for any damage or injury to Tenant, Tenant's business or its property by reason of any failure of Landlord to keep said Demised Premises in repair, and Landlord shall not be liable for any injury done or occasioned by any act of God or by the wind, or resulting from any breakage of glass, defect of plumbing, electrical insulation or wiring installments in respect thereto, gas lines, water lines or by reason of defective or broken railings, porches, stairs or walks, or from the clogging or backing-up of any downspout or sewer pipes, or by reason of breaking or bursting or running of any water receptacle, waste pipe, water closet, drain or any other pipe, in and upon or about the building or the Demised Premises, or by reason of the running or escaping of water or for any damage or injury resulting from water being on or coming through the roof, walls, stairs, or any other part or portion of the Demised Premises or the building of which the same is a part or otherwise or by reason of any injury or damage resulting from the falling of any material, stucco, plaster or fixture.

B. Landlord will not be responsible for loss of property of Tenant through theft or otherwise.

C. Landlord shall not be liable to Tenant for reasonable delays which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant and/or for reasonable delays due to labor problems or any other cause beyond Landlord's control.

18. RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights:

A. In the event Tenant fails to exercise any of its options to extend the Lease on the Demised Premises set forth in Paragraph 5 of this Lease or during the last ninety (90) days of the a renewal Term or any part thereof, Landlord shall have the right to decorate, remodel, repair, alter or otherwise prepare the Demised Premises for re-occupancy and/or to exhibit the Demised Premises to others and/or to display "For Rent" signs.

B. Landlord, its agents and contractors shall, at all times throughout the Term of the within Lease, and any extensions thereof, have the right to enter the Demised Premises and the Tenant hereby agrees to grant unrestricted access to the Demised Premises for any purpose whatsoever, including, but not limited to, the safety, conducting any tests, environmental condition, repair, protection, meter reading of any equipment, preservation, remediation, clean-up, to make additions to or to improve the Demised Premises or building or to protect Landlord's interest, without being deemed guilty of an eviction or disturbance of the Tenant's use and possession and without being liable in any manner to the Tenant and/or to enter the Demised Premises at all reasonable times and hours.

C. Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the Demised Premises. Landlord or Landlord's agent shall have the right to enter the Demised Premises at all reasonable times to examine the same and to show them to prospective purchasers or Tenant's of the building and to make such repairs or alterations as Landlord may deem necessary or desirable and Landlord shall be allowed to take all materials into and upon said Demised Premises that may be required therefore without the same constituting an eviction of Tenant, in whole or in part, and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility, or liability whatsoever, for the care, supervision or repair of the building or any part thereof other than as herein provided.

19. RETURN OF DEMISED PREMISES. At the termination of this Lease Tenant shall

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surrender the Demised Premises to Landlord, broom clean and in as good condition and repair as reasonable and proper use thereof will permit and reasonable wear and tear excepted. If not then in default, Tenant shall have the right at the end of the Term of this Lease to remove any of Tenant's equipment, furniture, trade fixtures or other personal property placed, but not affixed to, the Demised Premises by Tenant, provided that Tenant promptly repairs any damage to the Demised Premises caused by such removal.

20. **UTILITIES.** Tenant shall pay all pro rata charges for gas, water, electricity and other illumination, and should said charges as herein provided for at any time remain due and unpaid for a period exceeding THIRTY (30) days after the same shall have become due, the Landlord may at its option consider the said Tenant at sufferance and immediately re-enter upon said Demised Premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

21. **WAIVER.** No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same of any other provision. Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agent during the Term of this Lease shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Demised Premises prior to the termination of this Lease, and the delivery of the keys to any such employee shall not operate as a termination of the Lease or a surrender of the Demised Premises.

22. **EMINENT DOMAIN.** If the whole or any part of the Demised Premises hereby demised shall be acquired, taken or condemned by any competent authority under power of eminent domain or condemnation, then, at Landlord's option, to be exercised by written notice to be given to the Tenant, the Term hereby granted shall cease from the time when possession is taken by the condemnor and/or title vests in said proceedings, whichever is the earlier, and without any apportionment of the award, the Tenant hereby assigning to the Landlord all right and claim to the award, except as to Tenant's right to any compensation for the value of its leasehold estate and improvements providing the same results in no diminution of the Landlord's award and shall not be a part thereof. The current rent shall be apportioned upon the termination of the Lease Agreement.

Landlord

23. **CASUALTY.** In the event of damage or destruction of the Demised Premises during the Term, by fire, the elements, or casualty, ~~Tenant~~ shall forthwith, in a timely manner, repair the same, but such damage or destruction shall in no way annul or void this Lease Agreement, and Tenant shall not be entitled to a proportionate reduction of rent while such repairs are being made.

24. **BROKERS.** The parties hereto acknowledge that all negotiations relative to this transaction have been carried on between them directly and that no broker has brought about the Lease contemplated hereunder.

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25. **COMPLIANCE WITH LAWS.** Tenant, at its sole expense, shall comply with all laws, orders and regulations of governmental authorities and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order or duty with respect to the Demised Premises, the use or occupation thereof.

26. **SIGNS.** Tenant shall not install or erect any awnings or signs without the express prior written consent of the Landlord. Notwithstanding anything to the contrary contained herein any and all signage:
A. Shall be in keeping with the conformity and integrity of the building.
B. Shall be in compliance with all governmental laws, ordinances and requirements.

27. **AMENDMENTS.** No provision of this Lease may be amended or added to except by agreement in writing signed by the parties hereto or their respective successors in interest.

28. **HEADINGS AND TERMS.** The headings to the various paragraphs of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

29. **SEPARABILITY.** Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall be no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

30. **TERMS "Landlord" AND "Tenant".** "Landlord" and "Tenant" wherever used herein, though expressed in the singular number, shall describe and apply to all persons, one or more, male or female, partnerships or corporations, as the case may be.

31. **BINDING EFFECT.** All of the covenants, conditions, and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Lease. This Lease may not be changed, modified or discharged, except by a writing signed by both the Landlord and the Tenant.

32. **EXPIRATION OF LEASE AND HOLDING OVER.** In the absence of any written agreement to the contrary, if Tenant should remain in occupancy of the Demised Premises after the expiration of the Lease Term, it shall so remain as a Tenant from month-to-month and all provisions of the Lease applicable to such tenancy shall remain in full force and effect except as to the rent which shall be calculated at twice the amount of rent paid during the last month of the immediately preceding Term of the Lease plus any and all other additional rent due hereunder.
A. If the last day of the Term of this Lease or any renewal Term thereof falls on Sunday, this Lease shall expire on the business day immediately preceding. If Landlord elects to treat Tenant as a hold-over Tenant from month to month, any concession of rent or agreement in the initial Term shall not apply to such holdover tenancy

33. **TIME OF THE ESSENCE.** Both parties hereby acknowledge and agree that time is of the

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Essence with regard to each and every provision set forth in the Lease.

34. ENTIRE AGREEMENT. The within Lease contains the entire agreement between the parties hereto and no promises agreements conditions, or stipulations not contained herein shall be binding upon either party hereto, the within Lease is the final agreement between the parties and supersedes and replace any other Lease or agreement between the parties. Al other leases or agreements between the parties hereto are hereby declared null and void and of no further force or effect.

35. SUCCESSORS AND ASSIGNS. This Lease shall contain, and each and every provision thereof, shall be binding upon and shall inure to the benefit of Landlord and Tenant, their respective successors, successors-in-title, legal representatives, heirs and assigns, and each party hereto agrees, on behalf of itself its successors, sucessors0in-title, legal representatives, heirs and assigns, to execute any instruments which may be necessary or appropriate to carry out and execute the purposes and intentions of this Lease, and hereby authorizes and directs its successors –in-title, legal representatives, hers and assigns, to execute any and all such instruments. Each and every successor in interest to any part hereto, whether such successor acquires such interest by way of give, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of the within Lease.

36. SEVERABILITY. In the event any provision of the Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability such invalidity or unenforceability of any provision thereof.

37. NOTICES. Any notice, communication, request, reply or advice (hereinafter collectively called "Notice") as required hereunder or permitted to be given, made or accepted by either party to the other, must be in writing and may be given or be served by depositing the same in the United States Mail, addressed to the party to be notified, postage prepaid, and certified with return receipt requested, or by delivering same in person to such party. For purpose of Notice, the addresses of the parties shall, until changed as hereinafter provided be as follows:

A. AS TO Landlord: GOOD LUCK FOOD MART INC., **3223 Arbor Ridge Atlanta, Georgia 30340**

B. AS TO Tenant: SHRI HARI MAHARAJ INC., **6001 Thomaston Road, Apt #106 Macon, Georgia 31206**

Or at such other address as the Landlord and Tenant may have advised in writing.

38. LEASE NOT RECORDABLE. The within Lease may not be recorded in any public records.

39. GOVERNING LAW. The laws of the State of Georgia shall govern each and every term, covenant and condition contained in the within Lease Agreement.

40. ADDITIONAL CLAUSES.

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A. It is understood and agreed that the Tenant shall comply with all environmental and pollution control laws and regulations, (Local, State and Federal) Georgia Statutes, Georgia Administrative Code, and successor laws and regulations, now existing and which may be promulgated in the future, during the Term of the within Lease and any extensions thereof, with respect to the use, operation and maintenance of the Equipment, except as otherwise provided in Paragraph 8, supra, and the operation of Tenant's business as a gas station. Further, Tenant covenants to maintain current knowledge of all environmental and pollution control laws and regulations, (Local, State and Federal) Georgia Statutes, Georgia Administrative Code, and successor laws and regulations, now existing and which may be promulgated in the future. Any fines or penalties imposed by and governmental agency for failure to comply with the covenants herein contained or contained in the within Lease shall be paid for by Tenant and shall be considered as additional rent. The within covenant of compliance by Tenant shall extend to all inspections of said Equipment, inventory, meter readings, and record-keeping, monitoring, reporting of discharges and all other requirements of any environmental and pollution control laws and regulations, (Local, State and Federal) Georgia Statutes, Georgia Administrative Code, and successor laws and regulations, now existing and which may be promulgated in the future, during the Term of the within Lease and any extensions thereof imposed on Tenant of fuel storage facilities, gasoline sellers and or dealers.

B. Tenant agrees to, at all times during the Term of the within Lease and any extensions thereof, to purchase gasoline products only from the petroleum supply company designated by the Landlord. Tenant agrees to, at all times during the Term of the within Lease and any extensions thereof, to make timely payments, and comply with all terms, covenants, guarantees required and conditions contained in any and all agreements by and between Landlord and the supplier of gasoline products to the Demised Premises or any successor supplier of gasoline products which may be substituted in the place of the existing supplier of gasoline products to the Demised Premises and make timely payments thereunder. If, for any lawful reason, the accompanying Petroleum Supply Agreement is terminated or not renewed, due to a breach or default, by Tenant, under the within Lease or the accompanying Petroleum Supply Agreement, as may be substituted in accordance with the terms in this Lease, then this Lease shall also terminate or not be renewed at the time of such termination or non-renewal. Tenant understands and acknowledges that Landlord's gasoline supplier shall promulgate from time to time standards regarding image, appearance, promotions, advertising, the size and location of signs, the wearing of uniforms, and other matters related to the sale of motor fuels under Landlord's Suppliers trademarks, and Tenant agrees to comply with said standards as they exist from time to time and cause its employees to do the same. Tenant shall not, without the express prior written consent of Landlord, modify, after, amend or otherwise cancel the existing arid/or future agreements by and between Landlord and/or Tenant and Oil Company.

C. Tenant agrees to, at all times during the Term of the within Lease and any extensions thereof, to make timely payments, and comply with all gasoline related taxes, Georgia sales taxes etc.

D. Gasoline shall be purchased by the Tenant in accordance with the Petroleum Supply Agreement which is executed by the Landlord with a gasoline supplier and/or Tenant. Tenant will provide to the Landlord all financial information, as and when requested by the

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Landlord, including but not limited to, profit and loss statements, income statements, sales figures etc.

E. Tenant agrees to execute any and all documentation and agreements reasonable required in or to effectuate the terms, covenants and conditions contained in the within paragraph.

F. If, for any lawful reason, the accompanying Petroleum Supply Agreement is terminated or not renewed, due to breach or default, by Tenant, under the within Lease or the accompanying Petroleum Supply Agreement, as may be substituted in accordance with terms in this Lease, the this Lease shall also terminate or not be renewed at the time of such termination or non-renewal.

G. SPECIAL STIPULATIONS.

Tenant has a first right to purchase the properties and lands of the location 2590 and 2596 Rocky Creek Road Macon Georgia 31206 as a joint property from the Landlord for a market value of $850,000.00. Tenant shall have to pay $250,000 up front and he will have to pay the rest $600,000.00 as owner financing over the next ten years with no interest. This option remains with the tenant to the date of March 31st 2013 if tenant does not act by then Landlord has all right to sell the property and land of 2590 and 2596 Rocky Creek Road Macon Georgia 31206 to any other party.

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

WITNESSES.

Mohammed Uzair Khan

MARTIN A. WILSON NOTARY PUBLIC EXP. 1/26/15 BIBB CO., GA.

Khurram

GOOD LUCK FOOD MART, INC.

P. V. Patel

PRESIDENT

SHRI HARI MAHARAJ, INC.

P. V. Patel

Pushpaben V. Patel; President

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EXHIBIT "A"

MINIMUM RENTAL

YEAR 1-3	$ 2,500.00
YEAR 3-8	$ 3,000.00
YEAR 8-20	$3,500.00

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GUARANTY AGRREMENT

In consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which hereby acknowledged, as well as for the purpose of including **GOOD LUCK FOOD MART INC**...(hereinafter referred to as the "landlord") to enter that certain lease dated the 1st of April 2012, between landlord and **SHRI HARI MAHARAJ INC.** (hereinafter referred to as "cooperation")(said lease being hereafter referred to as the "Lease"), and for the purpose of inducing **GOOD LUCK FOOD MART INC.** To loan certain funds to corporation in connection with the purchase of a business from landlord, by promissory notes even date herewith (the "Loan") PUSHPABEN V. PATEL (hereinafter referred to as the " Guarantor")hereby absolute and unconditionally guarantees to the landlord and its heirs, personal representative, executors, administrators, successors, and assigns the full and prompt payment of all rents, additional rents, fees, contributions, principal, interests, attorney fees, or other sums which corporation is required to pay under the Lease or the Loan, and the full and prompt payment of and strict compliance with all covenants and conditions under this Guarantee Agreement shall be absolute, unconditional, continuing, and irrevocable and shall remain in full force and affect until all rents additional rents, fees, contributions, principle, interests, attorney fees or other sums which Corporation is required to pay under the Lease or the Loan shall have been paid or be deemed to have been paid in accordance with the Lease or Loan documents, and all covenants and conditions in the Lease or Loan applying to the Corporation shall have been performed in accordance with the Lease or Loan. Until such payments and performance, or the occurrence of those conditions upon which payment and performance shall be deemed to have occurred, all obligations of the Guarantor under this Guaranty Agreements shall not be affected, modified, impaired, or discharged. The guarantor's agree to pay all costs, expenses and fees, including all reasonable attorney's fees, which may be incurred by the Landlord enforcing or attempting to enforce this Guarantee Agreement following any event of default hereunder whether the shall be enforced by suit of otherwise.

This Guaranty Agreement shall be binding upon the guarantor, its successors and assigns, and shall inure to the benefit of and shall be enforceable by Landlord and his heirs, personal representatives, executors, administrator, successor and assigns. This Guaranty Agreement shall be governed, construed and interpreted according the laws of the Stated of Georgia. If any provision of this Guaranty Agreement shall be held or deemed to he or shall, in fact, be invalid inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or any constitutional or statue or rule of have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent or whatever. Time is of the essence in the performance of the obligation of this Guaranty Agreement.

In Witness Whereof, Guarantor has executed this Guaranty Agreement under his hand and seal as to the date first above written.

WITNESS:

Accepted this 1st day of April 2012

MARTIN A. WILSON NOTARY PUBLIC EXP. 7/26/15 GA. BIBB CO.

GURANTOR: PUSHPABEN V. PATEL

By: P. V. Patel

Name:

S.S. No.:

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ASSIGNMENT AND TRANSFER AGREEMENT.

THIS ASSIGNMET AND ASSUMPTION AGREEMENT {the "Assignment"} is entered into as of April 1st, 2012, by and between **PUSHPABEN V. PATEL**{"Assigns"} and **SHRI HARI MAHARAJ INC.** {`Assigite-}

Assigner is the purchaser under that certain Purchase and Sale agreement dated as of April 1st, 2012 {"the Purchase Agreement "} between Assigner and Good Luck Food Mart Inc.{"Seller"} with respect to the real property or properties described by address on the attached Exhibit A {the "Property"}. Assigner hereby assigns, transfers and conveys to assignee all of assignees rights, title and interesting and to any earnest money deposited by Assigner pursuant to the Purchase Agreement. Assignee hereby assumes the Purchase Agreement, ad assumes and agrees to keep, observe, and perform, dully and punctually all of the terms covenants, provisions, and conditions of the Purchase Agreement. Not with standing and to contrary in this Assignment, assigner acknowledges and agrees that this Assignment will not relieve assigner of its obligation under the Purchase Agreement and Assigner shall remain bound jointly and severally with assignee for the performance of all obligations under the Purchase Agreement.

The Parties warrant and represents to each other and to Seller that this Assignment and any documents executed in connection here with were to the extent applicable, executed by an officer of such party who was duly authorized to do so, and that this Assignment and any documents executed in connection there with constitute the legal, valid and binding obligations of such party, enforceable against such party in accordance with their terms.

From and after the date of this Assignment, all notices, demands and other communications to Assignee as Purchase Agreement, will he sent Assignee in the manner provided in the Purchase Agreement at the address for Assignee set forth below. The parties agree to execute all other documentation reasonably necessary or appropriate to carry out the intentions expressed in this Assignment. The Assignment may be executed or more counter parts, each of which shall be deemed an original.

ASSIGNOR:
GOOD LUCK FOOD MART INC.

By: _____

Name: Mohammad Zahid Ghazipura

Title: President

Address: 3223 Arbor Ridge
ATC GA 30340

MARTIN A. WILLIS NOTARY PUBLIC CO. GA. EXP. 4/26/15

Notary

ASSIGNEE
SHRI HARI MAHARAJ INC.

By: P. V. Patel

Name: Pushpaben V Patel

Title: President

Address: 6001, thomaston Rd
APT-101. macon. GA. 31220

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

Sublease of Commercial Lease Agreement

THIS AGREEMENT made this 01St day of April 2025 between Shri Hari Maharaj Inc., a Georgia corporation (hereinafter referred to as "Sublessor") and Shri Nilkanth 2590 LLC *(hereinafter referred to as "Sublessee").*

WITNESSETH

WHEREAS, Pursuant to that certain lease, entitled Commercial Lease Agreement (the "Primary Lease") dated April 1, 2012, between SHRI HARI MAHARAJ INC. as Lessor, and Shri Nilkanth 2590 LLC, as Lessee, covering property known as 2590 Rocky Creek Road, Macon. 31206 Bibb County, GA (hereinafter referred to as the "Leasehold and/or Premises") and

Whereas Sublessee desires to sublease from sublessor and Sublessor desires to sublease unto Sublessee the Premises; and

Now Therefore, in consideration of the Premises and the mutual understanding, covenants, promises, and agreements of the parties IT IS AGREED AS FOLLOWS:

1. ***Sublease Term***

Providing all of the terms and conditions contained within this Agreement are fulfilled, Sublessor shall sublease unto Sublessee and Sublessee shell accept the sublease of the Premises for a term of Five (5) years, beginning on that date this Agreement is signed the ("Sublease Term") This Agreement shall automatically terminate on the expiration of the Sublease Team, or such earlier date as provided herein. Sublessor has the unilateral right to terminate this Agreement at any time for any reason, or for no reason whatsoever, upon ten (10) days written notice to Sublessee.

2. ***Security Deposit***

No Security Deposit shall be required under this Agreement the ("Security Deposit").

3. ***Sublessee Compliance with terms and conditions of Primary Lease***

Sublessee hereby acknowledges and agrees it shall be bound by and hereby covenants to adhere to all the terms and conditions of the Primary Lease affecting the "Lessee"

Sublessee shall make all payments required under the Primary Lease directly to Lessor as required by Primary Lease.

4. Default

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

operating under the Primary Lease, and avail itself of all remedies available at law and equity.

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

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

7. This Agreement shall be interpreted and governed by the laws of the state of Georgia.

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

9. Sublessee hereby agrees to indemnify and hold harmless sublessor for any loss or cost of any nature resulting from sublessee, its agents, guests, patrons or invitees' actions or involvement with these premises.

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

Sublessor:

Shri Hari Maharaj, Inc

By: P.V. Patel

Title: Pushpaben V Patel CEO

MANISH PATEL
Notary Public, Georgia
Houston County
My Commission Expires
September 24, 2026

12/29/25

Sublessee:

Shri Nilkanth 2590 LLC

By:

Title: Manojkumar Patel CEO

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

Sublease of Commercial Lease Agreement

THIS AGREEMENT made this 01St day of April 2025 between Shri Hari Maharaj Inc., a Georgia corporation (hereinafter referred to as "Sublessor") and Shri Nilkanth 2590 LLC *(hereinafter referred to as "Sublessee").*

WITNESSETH

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Whereas Sublessee desires to sublease from sublessor and Sublessor desires to sublease unto Sublessee the Premises; and

Now Therefore, in consideration of the Premises and the mutual understanding, covenants, promises, and agreements of the parties IT IS AGREED AS FOLLOWS:

1. *Sublease Term*

Providing all of the terms and conditions contained within this Agreement are fulfilled, Sublessor shall sublease unto Sublessee and Sublessee shell accept the sublease of the Premises for a term of Two (2) years, beginning on that date this Agreement is signed the ("Sublease Term") This Agreement shall automatically terminate on the expiration of the Sublease Team, or such earlier date as provided herein. Sublessor has the unilateral right to terminate this Agreement at any time for any reason, or for no reason whatsoever, upon ten (10) days written notice to Sublessee.

2. *Security Deposit*

No Security Deposit shall be required under this Agreement the ("Security Deposit").

3. *Sublessee Compliance with terms and conditions of Primary Lease*

Sublessee hereby acknowledges and agrees it shall be bound by and hereby covenants to adhere to all the terms and conditions of the Primary Lease affecting the "Lessee"

Sublessee shall make all payments required under the Primary Lease directly to Lessor as required by Primary Lease.

4. Default

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operating under the Primary Lease, and avail itself of all remedies available at law and equity.

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

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

7. This Agreement shall be interpreted and governed by the laws of the state of Georgia.

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

9. Sublessee hereby agrees to indemnify and hold harmless sublessor for any loss or cost of any nature resulting from sublessee, its agents, guests, patrons or invitees' actions or involvement with these premises.

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

Sublessor:

Shri Hari Maharaj, Inc

By: P.V. Patel

Title: Pushpaben V Patel CEO

MANISH PATEL
Notary Public, Georgia
Houston County
My Commission Expires
September 24, 2026

12/29/25

Sublessee:

Shri Nilkanth 2590 LLC

By:

Title: Manojkumar Patel CEO

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SHRI HARI MAHARAJ INC
DBA : USA GROCERY
2590, Rockey Creek Road, Macon, GA 31206

MONTH :

DATE	GROCERY	NEWS PAPER	CIGS	BEER	LOTTERY	NON FOOD	WINE	GAS	HI TAX	LOW TAX	SUB TOTAL	P/0 LOTTERY	CREDIT CARD	NET TOTAL	OVER/SHORT	DEPOSIT

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

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: 07/07/26

Business Name: SHRI NILKANTH 2590 LLC / USA GROCERY

I hereby certify that MANOJKUMAR 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 7th day of July, 2026.

Notary Public

MANISH PATEL
Notary Public, Georgia
Houston County
My Commission Expires
September 24, 2026

My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: _____ Date: 07/07/26
(If different from Agent)

Title: OWNER

Business Name: SHRI NILKANTH 2590 LLC / USA GROCERY

I hereby certify that MANOJKUMAR 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 7th day of July, 2026.

Notary Public

MANISH PATEL
Notary Public, Georgia
Houston County
My Commission Expires
September 24, 2026

My Commission Expires

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: SHRI NILKANTH 2590 LLC

Business Address: 2590, ROCKY CREEK ROAD. MACON GA 31206

Instructions:

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

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

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

Definitions:

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

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

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

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

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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) 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.

Manoj Patel
Applicant/Agent Signature

4/28/26
Date

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

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.

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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: USA GROCERY / SHRI NILKANTH 2590 LLC

Business Address: 2590 ROCKY CREEK Rd, MACON, GA-31206

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

SG

Code Enforcement Department Designee

4/23/26

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

~~1/15/2026~~

Date 4/23/26

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

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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	MANOJKUMAR PATEL	07/07/26
	Print Name	Date

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Alcohol License Questionnaire

Name of Business: SHRI NILKANTH 2590 LLC
Owner's Name: MANOJKUMAR PATEL
Address: 2590 ROCKY CREEK Rd,
MACON, GA - 31206

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: ___ Relation, see below ✓ No Relation

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

MANOJ PATEL
Print Name

1/2/2026
Date

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.

2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.
   NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

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

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

Business Name: Shri Nilkanth 2590 LLC / USA Grocery

Business Address: 2590, Rocky Creek Road, Macon, GA. 31206

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

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

Applicant/Agent Signature

07/07/26
Date

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: MANOJKUMAR 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% 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.

_____
Print and Sign Name

Sworn to and subscribed before me this
3rd day of July, 2024.

_____
Notary Public
My Commission Expires:

STATE OF GEORGIA
MANISH PATEL
Notary Public, Georgia
Houston County
My Commission Expires
September 24, 2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Goodluck Food Mart inc. CFO (Danial Ghazipura)
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Muhammed Ghazipura

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.

Danial Ghazipura Date
Print and Sign Name

Sworn to and subscribed before me this
10th day of June, 2026.

Notary Public
My Commission Expires: 04/11/2029

FRANKIE POMPEY NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 11, 2029

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

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: Manojkumar Patel

Business Name: Shri Nilkanth 2590 LLC DBA USA Grocery

Business Address: 2590 Rocky Creek Rd Macon GA 31206

After initial review, further consideration of this application is:

Recommended DocuSigned by: Tanya Battle 229B15C950EF4E8... 7/24/2026
Deputy Tax Commissioner, Macon-Bibb County, Georgia **Date**

Not Recommended _____
Deputy Tax Commissioner, Macon-Bibb County, Georgia **Date**

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

Granted DocuSigned by: David J Davis 1C561778CDEE414... 7/27/2026
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

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

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

ADDED TO THE SEPTEMBER 1, 2026 PRE-COMMISSION AGENDA

Docusign Envelope ID: 38A540A4-D5B1-848D-8156-8E0F6AC3F0AF

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 8/25/2026 (Date) AB (Initials) — Initial

Comments

Legal recommends approval. Location has been licensed within the past 12 months, falling under MBC Code Sec. 4-122(c).

Initials

_____ BSO Staff

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

ADDED TO THE SEPTEMBER 1, 2026 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 good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership…Must submit 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

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 42-2192315 State Tax ID#: 20318548575

Business Name: Gold Bar Macon Corporate and Trade Name: _____

Local Business Address: 518 Cherry Street Macon, GA, 31201
(P.O. Box Not Allowed) City State Zip

Mailing Address: 518 Cherry street, Macon, GA, 31201
Street Address (City State Zip)

Local Business Phone #: _____ Email Address: Goldbar Macon@gmail.com

Contact Person: Khalil Blount Contact Phone #: (478) 955-2446

AGENT

Agent's Name: Khalil Blount Agent's Title: Owner

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

Home Address: 276 Creekside Dr City: Gray State: GA Zip: 31032

Home Phone #: _____ Email: Goldbarmacon@gmail.com

Mailing Address: 276 Creekside Dr City: Gray State: GA Zip: 31032

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

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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):	Khalil Blount		
Address	276 Creekside Drive, Gray, GA, 31032		
Sex	Race	Date of Birth	Social Security Number
Male	BLK	[redacted]	

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

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

Khalil Blount — 7/27/26
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 III Info Received
	Sworn Criminal Justice Employment (Z) - State and III 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

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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: Gold Bar Macon LLC

Printed Name of Applicant: Khalil Blount

*Signature of Applicant: Khalil Blount

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 27 DAY OF July, 2024.

Jasmine Barnes
NOTARY PUBLIC

04.04.29
MY COMMISSION EXPIRES

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

MEASUREMENT FORM

Retail Sales of Beer, Wine and Malt Beverages
Consumption on the premises
Includes Brewpubs
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: **Khalil Blount**

PROPOSED LICENSE: **BEER, WINE, AND LIQUOR CONSUMED ON PREMISES**

BUSINESS LOCATION: **518 Cherry Street**

BUSINESS NAME: **Gold Bar Macon**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing a state or county owned and operated alcoholic treatment center or a housing authority property measured and found to be more than 300 ft.

__x__ Comply _____ Does not comply

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

Date: April 30, 2026

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

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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.

Gold Bar Mason
#518 Cherry Street

3,700' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway

4,300' — MHA housing unit property line

#1130 Oglethorpe Street

OK!

Paul J. Hainowski
April 30, 2026

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

the Monroe County/Macon Reporter
Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION

THE MONROE/MACON REPORTER

Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION IN THE STATE OF GEORGIA COUNTY OF BIBB

APPLICANT: Khalil Blount

BUSINESS NAME: Gold Bar Macon

BUSINESS ADDRESS: 518 Cherry Street

CITY, STATE, ZIP: MACON,GA 31201

CONSUMED ON OR OFF PREMISE: ON

MALT BEVERAGE, WINE, LIQUOR: Malt Beverage, Wine Liquor

GEORGIA – BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR ALCHOHOL LICENSE

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 02/03/2026, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Gold Bar Macon.

The Public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office ATTN: Alcohol License Comments 188 Third Street, Macon, GA 31201 within fourteen (14) days of the date shown below.

June 10, 2026

I, Will Davis, do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia and that the legal advertisement of Notice of Publication was published in the Monroe County/ Macon Reporter on the following date(s):

06/10/2026, 06/17/2026

Will Davis, Publisher

Sworn Before Me

This 17 Day

of June, 2026

Lauren Elizabeth Faulkner

Notary Public, Bibb County

LAUREN ELIZABETH FAULKNER NOTARY PUBLIC BIBB COUNTY, GA MY COMMISSION EXPIRES June 08 2030

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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

ZONING COMPLIANCE

PERMIT NO: ZC-2026-1324	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 07/10/2026
PARCEL NO: R073-0436	**ZONING DISTRICT:** CBD-1	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Khalil Blount Gold Bar Macon	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	518 CHERRY ST	
PROPERTY OWNER'S NAME:	BYRNE QUINCY	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted for a change of ownership of an existing bar and restaurant. Operations shall continue as currently established. Hours of operation shall be limited between 6:00 a.m. to 10:00 p.m. No amplified music shall be permitted on the premises. This approval shall also grant interior renovations if necessary. No outside storage, sales, or display are authorized with this approval. No change or addition of 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: 07/10/2027

APPROVED BY: Trisha Kawa

This permit or certificate of appropriateness authorizes construction, alteration, or other work on the specific parcel of land identified herein. Where an approved use requires a business license, this zoning permit shall be displayed at all times in conjunction with the business license. Issuance of this permit is expressly conditioned upon compliance with all applicable local, state, and federal laws, ordinances, rules, and regulations. All construction activities and land use conducted pursuant to this permit shall strictly conform to the plans, applications, and supporting documents submitted to and approved by the Macon-Bibb County Planning and Zoning Commission. This permit is issued exclusively for the property and the individual or legal entity named and confers no rights beyond those expressly granted. Except for permits issued for single-family residences or duplexes, any change in the individual or entity conducting the approved use shall require the submission and approval of a change of ownership application by the Commission. A change of ownership shall not authorize any expansion or modification of the approved use, nor shall it negate the requirement for compliance with all applicable regulations. The successor permit holder shall be bound by and subject to all conditions imposed under the original permit. This permit shall expire in accordance with the provisions of Section 27.26 of the Comprehensive Land Development Resolution.

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Gold Bar Macon LLC**	Control Number:	**24000757**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Accommodation and Food Services**	NAICS Sub Code:	**Drinking Places (Alcoholic Beverages)**
Principal Office Address:	**518 Cherry Street, Macon, GA, GA, 31201, USA**	Date of Formation / Registration Date:	**12/22/2023**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2026**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Khalil Blount**

Physical Address: **276 Creekside Drive, Gray, GA, 31032, USA**

County: **Jones**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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: Gold Bar Macon Name of Corporation: Gold Bar Macon LLC

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

Individual:

Name and Title: Khalil Blount Owner Telephone Number: 478 955-2446

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

Residential Street Address: 276 Creekside Dr, Gray, GA, 31032

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

Mailing Address: 276 Creekside Drive, Gray, GA, 31032

(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 ____
- Shareholder holding _____% of all outstanding ownership interests.

☐ Publicly Traded Company
- Corporate Officer: Yes ____ No ____

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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: Khalil Last Name: Blount

Home Address: 276 Creekside Dr City: Gray State: GA Zip: 31032

Home Phone #: 478 955-2446 Email: Goldbarmacon@gmail.com

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

Mailing Address: 276 Creekside Dr City: Gray State: GA Zip: 31032

- **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.

Khalil Blount
Applicant's Signature

6/11/26
Date

I hereby certify that Khalil Blount 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 11 day of June, 20 26.

Notary Public

JOHN MASSEY
NOTARY PUBLIC
Bibb County
State of Georgia
My Commission Expires 12.09.29

12/09/29
My Commission Expires

Rev. 7/202121

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

TIPS® | 360 TRAINING™
A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Khalil Blount

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	12/22/2023	12/21/2026	ON-000030516379

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE) (CUT HERE)

TIPS On-Premise

CERTIFIED

Issued: 12/22/2(Expires: 12/21/2(

Certificate #: ON-000030516379

Khalil Blount
276 Creekside Drive, Gray, GA,
Gray GA 31032

TIPS | 360 TRAINING

Phone: 800-438-8477
www.gettips.com

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

Signature _____

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

Khalil Blount

AH001817

ALCOHOL HANDLER

EXP: 12/31/2026

COMMERCIAL LEASE AGREEMENT
(Standalone Single-Tenant Building)

Georgia REALTORS

2024 Printing

For and in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (Imperial Realty Group LLC.) and the undersigned Tenant (Khalil Blount) do hereby agree as follows:

A. **PRIMARY TERMS.** The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

Lease. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of _____ on the terms and conditions which are set forth below.

1. **Agreement to Lease: Property Address:** 518 Cherry St Unit 101 **City** Macon **County** Bibb **Georgia, Zip** 31208 **("Premises")**
The legal description of the Property is attached as an exhibit hereto and incorporated herein.

2. **Use:** Tenant acknowledges that Tenant has inspected Premises and that it is for Tenant's intended use. The Premises shall be used for the following use: Bar **Current Zoning:** bar

3. **Term and Possession: Lease Start Date:** 06 / 1 / 2026 **Last Day of Lease ("Lease End Date"):** 05 / 31 / 2029
Tenant may terminate this Agreement without penalty if possession is not granted within 30 days of the Lease Start Date ("Approved Delay Period").

4. **Rent.**
   a. **Rent:** Rent shall be payable to Imperial Realty Group LLC. and delivered to: P.O. Box 5751 Macon Ga 31208 ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. This amount does not include taxes, insurance, maintenance and/or other additional expenses due from Tenant.
      i. Year 1 Rent $ $2,300 per month
      ii. Year 2 Rent (if applicable) $ $2,400 per month
      iii. Year 3 Rent (if applicable) $ $2,500 per month
      iv. Year 4 Rent (if applicable) $ n/a per month
      v. Year 5 Rent (if applicable) $ n/a per month
      vi. For terms longer than five (5) years or rent structures other than stated increases, see Special Stipulations.
   b. **Due Date for Rent:** Rent is due by the 1st of the month. Rent may be paid in any of the forms checked here:
   ☑ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☑ ACH or ☐ EFT.
   c. **Late Date and Additional Rent for Late Payment:** Rent paid after 5 P.M. .m. on the 5TH day of the month shall be late and must include additional rent of _____ ("Additional Rent for Late Payment").
   d. **Credit Card:** If rent is paid by Credit Card, rent must include a credit card convenience fee of _____.
   e. **Service Charge:** Tenant shall immediately pay Landlord a service charge of $ 150 ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.

5. **Security Deposit.** Tenant shall pay Imperial Realty Group LLC. as "Holder" a security deposit of $ 2300 by: ☐ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☑ ACH or ☐ EFT.
Security deposit shall be paid not later than the Lease Start Date. Landlord's signature below does not constitute receipt of the security deposit. Landlord shall provide Tenant with a receipt for the security deposit once said deposit has been paid.

6. **Notice Not to Renew Lease.** A party electing not to renew the Lease (so long as it has a definite term) shall be required to provide 30 days notice of the same to the other party. If the Lease becomes a month to month agreement, Landlord shall provide _____ days notice of termination, and Tenant shall provide 30 days notice of termination.

7. **Subletting.** No subletting of any kind is permitted except with the prior written consent of Landlord.

8. **Utilities.** Utilities provided by Landlord as part of rent on Premises: ☑ Water ☑ Sewer ☐ Trash Pickup ☐ Electric ☐ None
ALL OTHER UTILITIES OR SERVICES TO THE PREMISES SHALL BE THE RESPONSIBILITY OF THE TENANT.

9. **Holding Over Fee.** The daily fee for holding over beyond the expiration of the Lease is $ N/A .

10. **Certain Liquidated Damages Paid By Tenant.**
   a. **Fee to Hald Dispossessory Action:** The fee paid by Tenant to halt dispossessory actions in certain situations as set forth elsewhere herein shall be $ 250 ("Fee to Halt Dispossessory Action") plus an Administrative Fee of $ _____ per occurrence.
   b. **Denial of Access Charge:** Tenant agrees to pay $ 50 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Zach Byrne IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
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11. **Brokerage Relationships in this Transaction:**

a. **Leasing Broker is** _____ **and is:**
(1) working with Tenant as a ☐ client or ☐ customer.
(2) ☐ acting as a dual agent representing Landlord and Tenant.
(3) ☐ acting as designated agent where:
_____ has been assigned to exclusively represent Tenant.

b. **Listing Broker is** _____ **and is:**
(1) working with Landlord as a ☐ client or ☐ customer.
(2) ☐ acting as a dual agent representing Tenant and Landlord.
(3) ☐ acting as designated agent where:
_____ has been assigned to exclusively represent Landlord.

12. **Material Relationship Disclosure:** Broker and/or their affiliated licensees disclose the following material relationships:

13. **Property Taxes:** All ad valorem taxes levied against the Premises shall be paid by: *[select one. The boxes not checked shall not be a part of this Lease].*
☑ **a.** Landlord pays all ad valorem property taxes.
☐ **b.** Tenant pays all ad valorem property taxes.
☐ **c.** Tenant pays as additional rent the amount by which all ad valorem property taxes on the Premises for each tax year exceeds the ad valorem property taxes on Premises for tax year _____.
☐ **d.** Other: _____

14. **Leasehold Improvements and Alterations:** Improvements and/or alterations, if any, to be performed by Landlord and/or Tenant to the Premises and the party who is paying the cost to perform the same is addressed in the Improvements and Alterations Exhibit (CF33).

15. **Repairs and Maintenance:** Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

Tenant(s) Initials kh _____ **Landlord(s) Initials** QB _____

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. **Agreement to Lease.** The parties agree to enter into this Lease for the Premises. The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (a) all rules, regulations and covenants applicable thereto; and (b) the common areas being reduced, modified, altered or being made subject to further use restrictions adopted by Landlord, in its sole discretion, or any community association responsible for the same. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein.

2. **Use.** Tenant shall be responsible at all times to comply with all applicable laws, ordinances and regulations dealing with the use and occupancy of the Premises. Tenants shall not permit anything to be done in or about the Premises which in any way conflicts with any law, statute, ordinance, environmental requirements, governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

3. **Term and Possession.** If Landlord is unable to deliver possession of Premises on the Lease Start Date, rent shall be abated on a daily basis until possession is granted. Neither Owner, Landlord or Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.

4. **Rent.** Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing). If the Lease Start Date or the Lease End Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. Rent not paid in full by the Due Date shall be late. Landlord may, but shall have no obligation to accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

5. **Security Deposit.**
a. **Deposit of Same:** Holder shall deposit Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the Premises, the Security Deposit may be deposited in a general account, and it will be co-mingled with other funds of Holder.
b. **Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Lease of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.

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c. **Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Lease or the surrender of Premises by Tenant, whichever occurs last; provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises except for normal wear and tear; and (6) all keys to the Premises and to recreational or other facilities, access cards and gate openers, if any, have been returned to Landlord or Manager.

d. **Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises caused by Tenant, Tenant's employees, contractors, invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, or utility charges; (3) cleaning costs if Premises are left unclean; (4) the cost to remove and dispose of any personal property, except for fixtures that have been made a part of the Premises; and (5) late fees and any other unpaid fees, costs and charges referenced herein.

e. **Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

6. **Notices.**
   a. **Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.
   b. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Lease becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
   c. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
   d. **When Broker Is Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or e-mail address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein) even if it is not opened by the recipient.

7. **Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.

8. **Utilities**. Except as provided herein, Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the end of the Lease. In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.

9. **Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Lease, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

10. **Certain Liquidated Damages Paid by Tenant.** It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.
    a. **Amount Paid to Terminate Lease Early**: If the parties have agreed elsewhere herein, Tenant shall have the right to terminate this Lease early by paying amounts set forth in Section A(10) as liquidated damages.

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b. **Fee to Halt Dispossessory Action**: Landlord can file a dispossessory action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossessory action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossessory Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossessory action.

c. **Denial of Access, Right of Access, Signage**: Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure Tenant's valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.

11. **Brokerage Relationships in This Transaction.**
    a. **Agency Disclosure**: In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.
    b. **Brokerage**: The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

12. **Material Relationship Disclosure.** For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.

13. **Property Taxes.** All ad valorem property taxes levied against the Premises shall be paid in accordance with the selection made in Section A(13).

14. **Leasehold Improvements and Alteration.** No improvements or alterations to the Premises shall be made without the prior written approval of Landlord. Tenant agrees that all contractors and subcontractors of Tenant performing improvements and alterations shall be properly licensed, maintain general liability insurance in a single limit coverage amount of at least One Million Dollars ($1,000,000.00) and maintain workers compensation insurance on all of their workers. Tenant shall be responsible for procuring lien waivers from each contractor performing services under this section and providing such lien waivers to Landlord. If Tenant fails to pay the lien or obtain lien waivers from contractors performing these services, then Tenant assumes all costs and responsibility of releasing such liens and such responsibility shall survive this Lease. Landlord, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

15. **Repairs and Maintenance.** Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

C. OTHER TERMS AND CONDITIONS

1. **Default.**
    a. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
        (1) Tenant fails to abide by any of the terms and conditions of this Lease.
        (2) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
        (3) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
        (4) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
        (5) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises.

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b. **Effect of Default:** If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

2. **Tenant's Responsibilities.**
   a. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.
   b. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Tenant acknowledges having read the "A Brief Guide to Mold, Moisture in Your Home" found at www.epa.gov and shall follow the recommendations contained herein.
   c. **Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the property Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
   d. **Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

3. **Rules and Regulations.** Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.
   a. No goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
   b. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.
   c. Tenant shall not use the Premises or the Property for any use or purpose that constitutes a nuisance or attractive nuisance, as determined in the reasonable discretion of Landlord, or materially increases the potential liability or risk of claims against Landlord or Landlord's agents.

4. **Personal Property Loss and Personal Injury; Statute of Limitations.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the same. Landlord shall have no responsibility or liability for Tenant's personal property. Any and all claims of Tenant and other occupying the Premises pursuant to the Lease for property damage and/or personal injury sounding in breach of contract and/or tort shall be brought within one (1) year of the date of the damage and/or injury or shall be extinguished.

5. **Disclaimer.**
   a. **General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.
   b. **Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.

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6. **Miscellaneous.**
   a. **Time of Essence:** Time is of the essence of this Lease.
   b. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
   c. **Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
   d. **Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
   e. **Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
   f. **Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or property owners' association fees on the Property or not fulfilling the Landlord's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
   g. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
   h. **Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
   i. **Signage:** Tenant shall ensure all signage complies with local ordinances and property owners' association rules, if applicable, regarding size, placement, quantity, etc.
   j. **Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
   k. **No Recordation of Lease:** Without the prior written consent of Landlord, neither this Lease nor any memorandum hereof shall be recorded or placed on public record by or on behalf of Tenant.
   l. **Force Majeure:** Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from performing by a cause or causes beyond Landlord's control, which shall include, but shall not be limited to, all labor disputes, utility outages caused by the utility provides, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord.
   m. **Quiet Enjoyment:** So long as Tenant is in full compliance with the terms and conditions of this Lease, Tenant shall be entitled to the quiet enjoyment and possession of the Premises.
   n. **Severability and Interpretation:**
      (1) If any cause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability, and this Lease shall thereafter be construed as though such illegal, invalid or unenforceable provision was not contained herein; provided that if such provision is, in the reasonable determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Lease on sixty (60) days written notice to Tenant.
      (2) Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of the stipulations of this Lease.

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7. **Damage/Destruction of Premises.** Notwithstanding any provision to the contrary, if flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's invitees, licensees, or guests.

   In the event the Premises are destroyed or so substantially damaged as to be uninhabitable ("Casualty Event") by fire, flood, storm, mold, other environmental hazards, other casualty or Act of God, then Landlord shall be responsible for making such repairs to Premises if within Landlord's sole opinion all repairs can be substantially completed within 60 days from the date of the Casualty Event without paying overtime or other premiums for labor. For all purposes herein, "substantially completed" shall mean that Landlord has made the repairs and obtained a certificate of occupancy to reoccupy the Premises. Within 21 days from the date of the Casualty Event, Landlord shall notify Tenant whether Landlord is able to make the repairs within 60 days from the date of the Casualty Event. If Landlord gives Tenant notice that the repairs to the Premises cannot be substantially completed within 60 days from the Casualty Event, then either Landlord or Tenant may terminate this Lease within 14 days of receiving Landlord's notice by giving notice to the other party. If neither party terminates the Lease during the 14 day period, then both parties agree that Landlord will make the repairs, regardless of how long it takes, and that Tenant shall then reoccupy the Premises when the repairs are completed and a new certificate of occupancy is issued. Starting from the date of the Casualty Event until such time as repairs are completed and a new certificate of occupancy issued, Landlord shall abate rent in proportion to the amount of the Premises that have been destroyed or substantially damaged. If the Lease is timely terminated by either party, then Tenant shall vacate Premises within thirty (30) days from the date of notice to terminate this Lease. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant, their invitees, licensees, or guests.

8. **Condemnation.** If the Premises or a substantial portion thereof shall be taken by eminent domain, then this Lease shall terminate upon the date (the "Condemnation Date") when the title to said Premises (or the part thereof so taken) shall be transferred to such authority for such use or purpose. If this Lease is so terminated, Tenant's rent hereunder shall be prorated and payable by Tenant to Landlord until he Condemnation Date and Tenant shall surrender the entire Premises on or before the Condemnation Date. However, in the event of a partial taking in which the portion of the Premises not so taken remains reasonably useable by Tenant for the purposes set forth herein; then, with regard only to such portion of the Premises not so taken, this Lease shall not terminate, but, effective as of the Condemnation Date, the Rent hereunder shall be reduced pro rata in proportion to the rentable square footage of the Premises so taken. In any event, Tenant shall have no claim for apportionment of any award paid or payable on account of any such takin, whether total or partial, or for the value of any unexpired term of this Lease, and Landlord shall no have any interest in Tenant's award or relocation expenses or loss of business, if any.

9. **Insurance**. Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following insurance in the amounts specified and in the form hereinafter provided for. Tenant shall maintain with Landlord a current copy of the insurance policies required herein during the entire term of the Lease.
   a. **General Commercial Liability Insurance**: Such insurance shall cover the Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be not less than One Million Dollars ($1,000,000) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. The policy shall name Landlord and any property manager(s) as additional insureds and shall be carried with an insurance company licensed to do business in Georgia with a Best's Rating of not less than a B+.
   b. **Property Insurance**: Such insurance shall be an "all-risk" policy covering Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than the full replacement cost as updated from time to time during the term of the Lease less a reasonable deductible. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.

10. **Mortgagee's Rights.** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

11. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

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12. **Beware of Cyber Fraud:** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

13. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:
    - ☐ Legal Description Exhibit A
    - ☐ Maintenance and Repair Exhibit (CF32) "_____"
    - ☐ Improvements and Alterations Exhibit (CF33) "_____"
    - ☐ Other _____.
    - ☐ Other _____.

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

) Tenant shall maintain throughout the term of this lease insurance against claims for pesonal injury or death
property damage from a reputable insurer under a policy of commercial general liability insurance having limits o
ot less than $2,000,000 in respect to bodily injury or death and $500,000 in respect of property damage. Each such
surance policy shall name Landlord as additional insured. Specific insurance should address the Tenant's
ability of serving beer, wine and alcohol on the premises.
) All trade fixtures and fittings shall remain the possession of lessor. Hood range and kitchen fittings will
emain on the premises after Lease expiration.

☐ **Additional Special Stipulations (F246) are attached.**

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By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

1 Tenant's Signature	1 Landlord's Signature
Khalil Blount	Quincy Byrne
Print or Type Name	Print or Type Name
05 / 19 / 2026	05 / 27 / 2026
Date	Date
Khalil.blount3	qbyrne98@gmi
Tenant's E-mail Address	Landlord's E-mail Address
2 Tenant's Signature	2 Landlord's Signature
Print or Type Name	Print or Type Name
Date	Date
Tenant's E-mail Address	Landlord's E-mail Address
☐ Additional Signature Page (F931) is attached.	☐ Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

Leasing Broker

Broker/Affiliated Licensee Signature

Print or Type Name — GA Real Estate License #

Licensee's Phone Number — Fax Number

Licensee's E-mail Address

REALTOR® Membership

Broker's Address

Broker's Phone Number — Fax Number

MLS Office Code — Brokerage Firm License Number

Multiple Listing Number

Listing Broker/Affiliated Licensee Contact Information

Listing Broker

Broker/Affiliated Licensee Signature

Print or Type Name — GA Real Estate License #

Licensee's Phone Number — Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number — Fax Number

MLS Office Code — Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this Lease is the date of _____ and has been filled in by _____.

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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'sknowledge.

Agent's Signature: Khalil Blount Date: 7/27/26

Business Name: Gold Bar Macon

I hereby certify that Khalil Blount (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 27 day of July, 20 24

Jasmine Barnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

04.04.29
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: Khalil Blount Date: 7/27/26
(If different from Agent)

Title: Owner

Business Name: Gold Bar Macon

I hereby certify that Khalil Blount (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 27 day of July, 2024

Jasmine Barnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

04.04.29
My Commission Expires

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Gold Bar Macon

Business Address: 518 Cherry St, Macon, GA, 31201

***Instructions*:**

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

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

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

Definitions:

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

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

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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) 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.

Khalil Blount
Applicant/Agent Signature

04/30/26
Date

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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 accordancewith 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.

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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: Gold Bar Macon

Business Address: 518 Cherry Street, Macon, GA, 31201

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

Bdg # 7227

Code Enforcement Department Designee

7/23/26

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

7/23/26

Date

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
Khalil Blount	Khalil Blount	04/30/26

. Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

Alcohol License Questionnaire

Name of Business: Gold Bar Macon
Owner's Name: Khalil Blount
Address: 518 Cherry St
Macon, GA 31201

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

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

Khalil Blount — Signature

Khalil Blount — Print Name

04/30/26 — Date

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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: Gold Bar Macon

Business Address: 518 Cherry St, Macon, GA, 31201

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

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

Khalid Bhatt
Applicant/Agent Signature

7/27/26
Date

. Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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 #

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Khalil Blount, Owner

2. Name of the subject of this Certificate, if different from the applicant:
Gold Bar Macon 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% of 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.

Khalil Blount
Print and Sign Name

Sworn to and subscribed before me this
27 day of July, 2026.

Jasmine Barnes
Notary Public
My Commission Expires: 04.06.29

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Khalil Blount Owner

2. Name of the subject of this Certificate, if different from the applicant:
Gold Bar Macon 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% of 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.

Khalil Blount
Print and Sign Name

Sworn to and subscribed before me this
11 day of June, 2026.

JOHN MASSEY
NOTARY PUBLIC
Bibb County
State of Georgia
My Commission Expires 12.09.29

Notary Public
My Commission Expires: 12/09/29

Rev. April 2022
See O-22-0011

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Property Owner: Gold Bar Macon

2. Name of the subject of this Certificate, if different from the applicant:
Imperial Realty Group 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% of 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.

Quincy Byrne
Print and Sign Name

Sworn to and subscribed before me this
5th day of June, 2026.

Martha R Reed
Notary Public

My Commission Expires: Notary Public, Bibb County, Georgia
My Commission Expires February 23, 2030

MARTHA R. REED NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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: Khalil Blount

Business Name: Gold Bar Macon LLC

Business Address: 518 Cherry St Macon GA 31201

After initial review, further consideration of this application is:

Recommended Signed by: Megan S Foskey 56B9108C1163456 — 7/29/2026
Deputy Tax Commissioner, Macon-Bibb County, Georgia **Date**

Not Recommended _____
Deputy Tax Commissioner, Macon-Bibb County, Georgia **Date**

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

Granted DocuSigned by: David J Davis 1C561778CDEE414... — 8/2/2026
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

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

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

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

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 8/25/2026 (Date) AB (Initials)

Comments

Legal recommends approval.

Initials

_____ BSO Staff

Docusign Envelope ID: AF962F59-6ABE-8F45-8320-5B12200E7585

ZONING COMPLIANCE

PERMIT NO: ZC-2026-1324	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 08/04/2026
PARCEL NO: R073-0436	**ZONING DISTRICT:** CBD-1	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Khalil Blount	
	Gold Bar Macon	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	518 CHERRY ST	
	Suite 101	
PROPERTY OWNER'S NAME:	BYRNE QUINCY	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted for a change of ownership of an existing bar and restaurant. Operations shall continue as currently established. Hours of operation shall be limited between 6:00 a.m. to 10:00 p.m. No amplified music shall be permitted on the premises. This approval shall also grant interior renovations if necessary. No outside storage, sales, or display are authorized with this approval. No change or addition of 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: 08/04/2027

APPROVED BY: Trisha Kawa

This permit or certificate of appropriateness authorizes construction, alteration, or other work on the specific parcel of land identified herein. Where an approved use requires a business license, this zoning permit shall be displayed at all times in conjunction with the business license. Issuance of this permit is expressly conditioned upon compliance with all applicable local, state, and federal laws, ordinances, rules, and regulations. All construction activities and land use conducted pursuant to this permit shall strictly conform to the plans, applications, and supporting documents submitted to and approved by the Macon-Bibb County Planning and Zoning Commission. This permit is issued exclusively for the property and the individual or legal entity named and confers no rights beyond those expressly granted. Except for permits issued for single-family residences or duplexes, any change in the individual or entity conducting the approved use shall require the submission and approval of a change of ownership application by the Commission. A change of ownership shall not authorize any expansion or modification of the approved use, nor shall it negate the requirement for compliance with all applicable regulations. The successor permit holder shall be bound by and subject to all conditions imposed under the original permit. This permit shall expire in accordance with the provisions of Section 27.26 of the Comprehensive Land Development Resolution.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LOCALIQ, IN THE AMOUNT OF $55,000.00, FOR THE PROVISION OF DIGITAL MARKETING SERVICES FOR AIR SERVICE AT THE MIDDLE GEORGIA REGIONAL AIRPORT, PAYABLE FROM THE AIRPORT FUND – AIRPORT-MIDDLE GA REGIONAL – PROF SERVICES – OTHER LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Contour Airlines began offering air service from the Middle Georgia Regional Airport to Fort Lauderdale-Hollywood International Airport in the summer of 2026; and

WHEREAS, Macon-Bibb County desires to advertise this air service to encourage people to fly the new route; and

WHEREAS, accordingly, Macon-Bibb County desires to hire LocaliQ, a digital advertising company, to perform targeted digital marketing services, as described in Exhibit A, for the new route; 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 LocaliQ to perform the aforementioned services for a total cost of $55,000.00; 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 purchase

order or professional services agreement with LocaliQ, in a total amount of FIFTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS ($55,000.00), for the provision of digital marketing services for air service at the Middle Georgia Regional Airport, to be paid from the Airport Fund – Airport-Middle GA Regional – Prof Services - Other line item, in a form to be approved of 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 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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2026 Miller Authorizing Professional Services Agreement With Localiq For Digital Marketing Services For MCN - $55,000.00 8-18-26.Docx

EXHIBIT A

DIGITAL MARKETING STRATEGY | AUGUST 2026 – JUNE 2027

Driving Local Demand for MCN's Nonstop Service to Fort Lauderdale

Presented by
Alex Romei
USA TODAY NETWORK / LOCALiQ

Prepared for
Middle Georgia Regional Airport (MCN)
Nonstop Service to Fort Lauderdale (FLL) via Contour Airlines

LocaliQ | USA TODAY NETWORK

Who We Are

USA TODAY NETWORK / LOCALiQ is one of the largest national media and digital marketing organizations in the country — combining national scale with deep local market intelligence and data-driven campaign execution.

National Reach, Local Precision

Deep local market intelligence and data-driven campaign execution across mid-size and regional markets — exactly where MCN's best prospects live.

Full-Spectrum Digital Expertise

Audience targeting, paid search, social, streaming video, display, email, branded content, and campaign measurement — all under one roof.

Strategic Growth Partner

We work with destination, tourism, and airport clients to build campaigns that drive awareness, increase bookings, and grow local market share.

Proven at the Local Level

Our platforms reach millions of consumers in mid-size and regional markets — the precise geography where MCN's highest-value travelers reside.

LocaliQ | USA TODAY NETWORK

Alex Romei

Expertise in Digital Strategy, Multi-Channel Campaign Execution & High-Performance Results

Alex has over 15 years architecting high-impact digital campaigns for major organizations across government, aviation, tourism, hospitality, legal, healthcare, and public-facing brands.

What I Do

- Build full-funnel digital strategies across all major platforms
- Develop multi-channel media plans optimized for reach, frequency & persuasion
- Oversee creative direction, messaging frameworks, and audience targeting
- Implement data-driven optimization, reporting dashboards, and performance automation
- Execute large-scale campaigns under tight timelines with accuracy and transparency

Types of Clients Served

- Government & Public Service Organizations (digital education, community messaging, crisis communications, tourism, public infrastructure)
- Airports & Transportation Entities (route launches, public information, economic impact messaging)
- Tourism, Hospitality & Economic Development Brands (market expansion, brand awareness, seasonal messaging)
- Healthcare & Dermatology Networks (service-line campaigns, patient acquisition, brand transformation)
- Large Hospitality & Recreation Brands (multi-location marketing, reputation building, event promotion)
- Professional Services (attorney campaigns, recruitment campaigns, reputation authority building)

Proven Results Delivered

- Built integrated campaigns reaching 80–95% of local market populations in targeted regions
- Delivered multi-platform video campaigns with 3–8x higher than benchmark completion rates
- Increased year-over-year digital engagement and awareness for clients in over 10 regional markets
- Successfully executed campaigns requiring rapid deployment, strict compliance, or multi-agency coordination
- Developed digital systems that improved conversion efficiency and audience targeting accuracy by 20–40%
- Led strategy for campaigns generating sustained brand lift, increased visibility, and measurable community engagement

Known for building clear, transparent, and highly effective digital ecosystems that help leaders, organizations, and public-facing institutions communicate with the audiences that matter most.

LocaliQ | USA TODAY NETWORK

Our Experience in Airports, Travel and Tourism

We bring a focused track record in aviation and travel marketing — from new route launches to destination storytelling — with a methodology built to move travelers from awareness to action.

Airport and Destination Campaigns

We support airport and destination clients with campaigns designed to increase awareness, drive bookings, and strengthen local usage of regional air service.

Tourism and Travel Storytelling

Branded content, video, and digital media campaigns for tourism destinations and travel-oriented brands that inspire and convert.

New Route Launches

Experience promoting nonstop air service introductions, local airport adoption, and route-specific demand generation in competitive regional markets.

Our Approach

Combining local audience intelligence, digital media execution, and conversion-focused storytelling to move travelers from awareness to action.

LocaliQ | USA TODAY NETWORK

13973

What MCN Told Us

CLIENT BRIEFING SUMMARY

Here's what we heard — and what we're solving for.

The Route

MCN → Fort Lauderdale (FLL) via Contour Airlines
30-passenger direct flight serving Middle Georgia travelers

The Goal

Maintain an **80% load factor** — the critical threshold required to sustain the route long-term

The Contract

Campaign window: **August 2026 – June 2027**
11-month sustained effort to build and hold ridership

The Budget

$55,000 total digital investment across the full campaign period

The Competition (Leakage)

Primary leakage to **Atlanta (Hartsfield-Jackson)** and **Savannah** — Middle Georgia travelers bypassing MCN for alternatives

LocaliQ | USA TODAY NETWORK

Our Digital Marketing Methodology

The strategy is built to turn audience intelligence into route demand — a disciplined four-stage framework that aligns every dollar to measurable traveler behavior.

1

1. Identify the Right Audience

Use audience and behavioral data to define the highest-propensity traveler segments in the MCN catchment area.

2

2. Reach the Right Channels

Align media investment to how this audience actually consumes content and responds to advertising across platforms.

3

3. Move Through the Funnel

Awareness, consideration, conversion, and retargeting — a full-funnel approach built specifically for route demand generation.

4

4. Measure and Optimize

Monitor engagement, booking intent signals, and channel performance continuously to improve results over time.

The strategy is built to turn audience intelligence into route demand.

LocaliQ | USA TODAY NETWORK

Why This Route Opportunity Matters

MCN's nonstop service to Fort Lauderdale is a genuine competitive advantage for Middle Georgia — but only if local travelers know it exists and choose it over the Atlanta alternative.

Nonstop Access to South Florida

MCN now offers nonstop service to Fort Lauderdale (FLL), giving Middle Georgia travelers a direct connection to one of the most popular domestic leisure destinations in the country.

Multiple Weekly Departures

Contour Airlines' launch messaging emphasizes convenience, affordability, and ease of access from Macon — a compelling value proposition for the local market.

Local Adoption Is Critical

Regional airports face ongoing pressure to retain and grow service. Passenger demand directly influences airline partnership performance and long-term route sustainability.

Capture Leakage to Atlanta

This campaign is designed to win back Middle Georgia travelers who currently drive to Hartsfield-Jackson rather than flying local — a significant and addressable opportunity.

LocaliQ | USA TODAY NETWORK

Who MCN's Best Prospect Looks Like

Audience data defines a financially secure, research-driven traveler who values quality, convenience, and trusted brands over purely chasing the cheapest option.

Core Profile

$161K

Avg. HH Income

Affluent, financially stable, discretionary travel budget

52

Avg. Age

Core skew 45–64, midlife-to-older travelers with time and means

74%

Homeowners

Rooted, established, community-connected households

Behavioral Signals

Married Households

Strongly over-index — couples travel, leisure trips, and getaways are primary use cases for this segment.

Income Concentration

Heavy concentration at **$100k–$149k** and **$150k+** households — well above regional averages.

Digitally Connected, Travel-Oriented

Highly educated, active online planners who research extensively before they book. Trusted brands and seamless experiences win this traveler.

LocaliQ | USA TODAY NETWORK

Why This Audience Fits MCN–FLL

The behavioral profile of MCN's target audience maps directly to the MCN–FLL route — they fly domestically, they travel to Florida, and they are primed to respond to the right message.

Domestic Air Travel Over-Index

This audience strongly over-indexes for scheduled domestic air travel — they fly, and they fly regularly. MCN–FLL is a natural fit for their existing behavior.

Active Online Trip Planners

Frequent users of airline websites, travel booking platforms, and travel service sites. They research thoroughly before committing to any booking.

Florida Propensity

Above-average likelihood to travel to Florida — the MCN–FLL route maps directly to their existing travel behavior and destination preferences.

Value Convenience Over Price

More likely to prioritize loyalty, quality accommodations, and seamless travel experiences than lowest-fare messaging. Lead with convenience, not discounts.

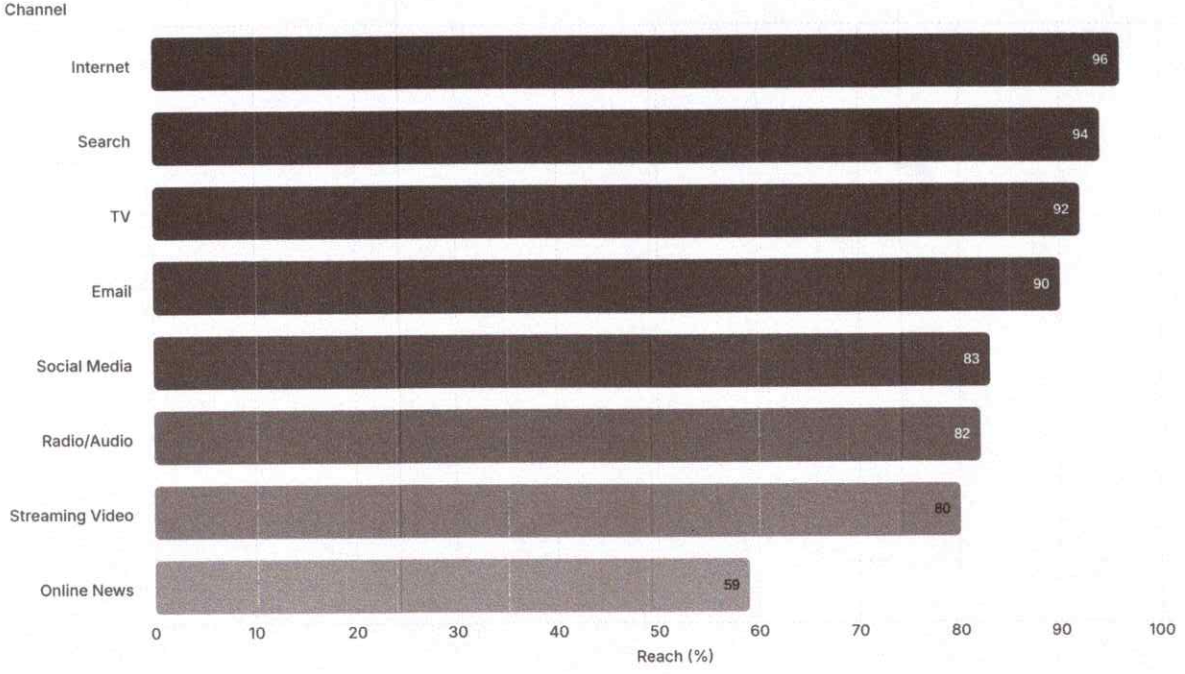
Ideal Messaging Angle

"Skip the Atlanta hassle," "fly local," "get to South Florida easier" — this audience is primed to respond to convenience-first positioning.

LocaliQ | USA TODAY NETWORK

How This Audience Consumes Media

This is a digitally mature audience with broad cross-platform behavior. Their strongest strategic value is in streaming video, search, social, email, mobile, and trusted digital news environments.

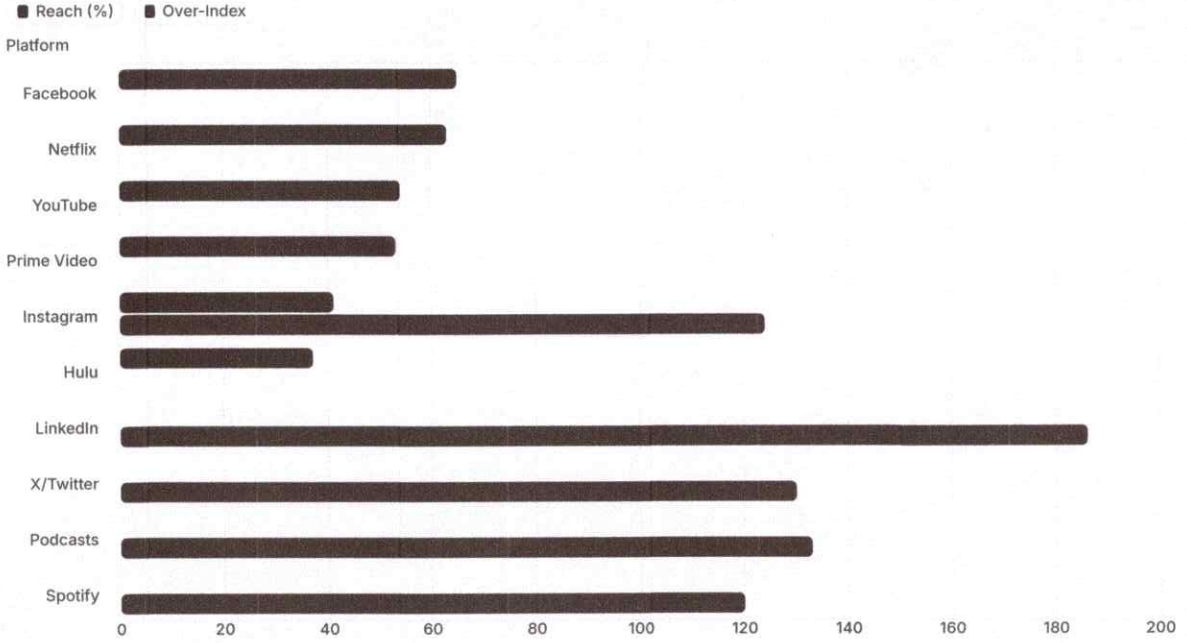


Internet and search lead with near-universal reach (96% and 94%), followed closely by TV (92%) and email (90%). Streaming video at 80% and social media at 83% represent the highest-efficiency paid media channels given their combination of reach and targeting precision for this segment.

LocaliQ | USA TODAY NETWORK

Top Platforms and Behaviors

Search, social, email, streaming video, and premium digital environments are the strongest paths to influence this traveler segment. LinkedIn and podcasts signal a high-income, high-attention audience.



Facebook (65%) and Netflix (63%) lead in raw reach — dominant platforms for this age and income segment. LinkedIn's over-index of **186** and Podcasts at **133** confirm a professional, high-income audience with high-attention media habits. Instagram's over-index of 124 makes it a strong visual travel content channel despite lower raw reach.

LocaliQ | USA TODAY NETWORK

Where the Best Prospects Live

A substantial, addressable local universe of **114,011 target households** exists within a 60-mile radius of MCN — concentrated in high-penetration ZIP codes that define the campaign's geographic priority.

Top ZIP Codes by Target Penetration

31210 Macon	**31005** Bonaire
31047 Kathleen	**31046** Juliette
31029 Forsyth	**31024** Eatonton
30625 Buckhead	

Geographic Strategy

114,011 Target Households

A substantial, addressable local universe within a 60-mile radius of MCN — large enough to sustain a full 11-month campaign with meaningful frequency.

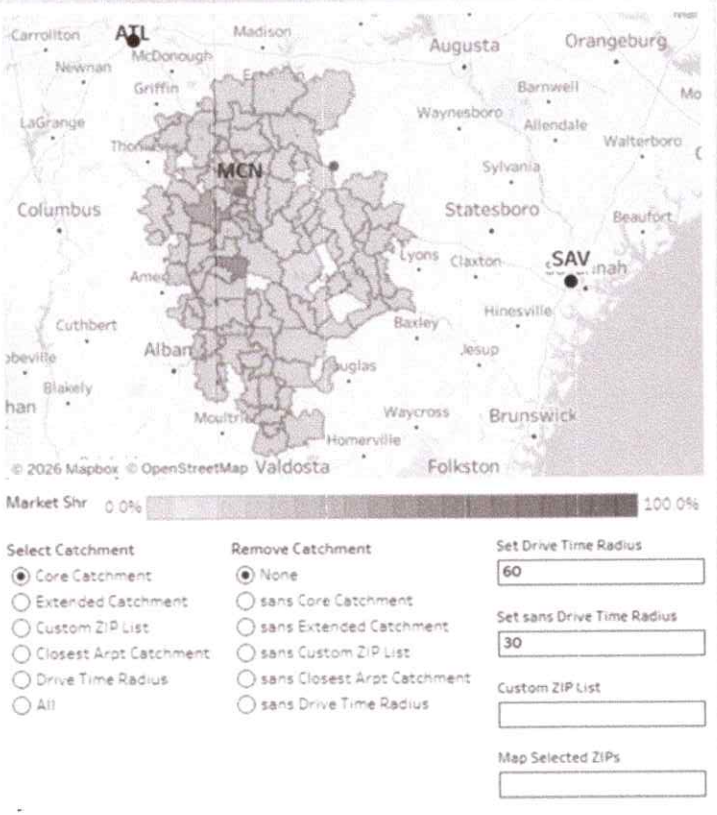
Concentrate in High-Penetration ZIPs

Media plan priority is to concentrate spend in highest-penetration ZIPs within the MCN catchment area for maximum efficiency and local conversion potential.

ZIP-Level Precision

Geo-targeted approach ensures budget reaches the travelers most likely to choose MCN over Atlanta — reducing waste and improving cost-per-conversion.

LocaliQ | USA TODAY NETWORK



SIGNAL AVIATION CONSULTING ANALYSIS

MCN Catchment Opportunity

Our catchment analysis from Signal Aviation Consulting examines MCN's market share through PDEW (Passenger Origin & Destination) data — measuring where travelers in MCN's core and extended catchment are actually flying from.

This data adds a critical competitive lens to the audience and media insights already presented. The takeaway is clear: the high-value local traveler exists — but much of that demand is currently being captured by larger competing airports, especially Atlanta (ATL).

Core Catchment

Travelers within MCN's primary service area — the highest-priority geography for share recapture

Extended Catchment

Broader regional geography that expands total opportunity but faces even more entrenched ATL competition

Share Recapture

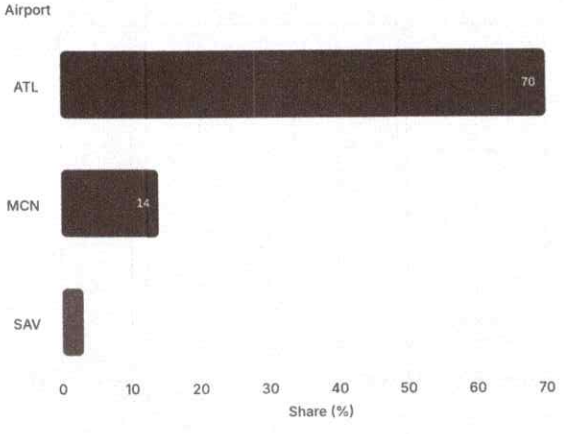
The campaign goal is not just awareness — it is actively converting travelers currently defaulting to ATL

CORE CATCHMENT PDEW SHARE ANALYSIS

Core Catchment: ATL Dominates, MCN Has Room to Grow

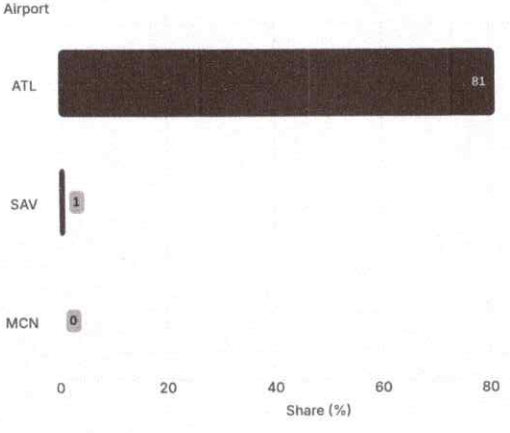
In MCN's Core Catchment, ATL controls the overwhelming majority of PDEW (O&D) share across both the DC/Baltimore and South Florida metro areas — making it the default choice for most local travelers today.

DC / Baltimore Area



Total market share: 86%

South Florida Area



Total market share: 82%

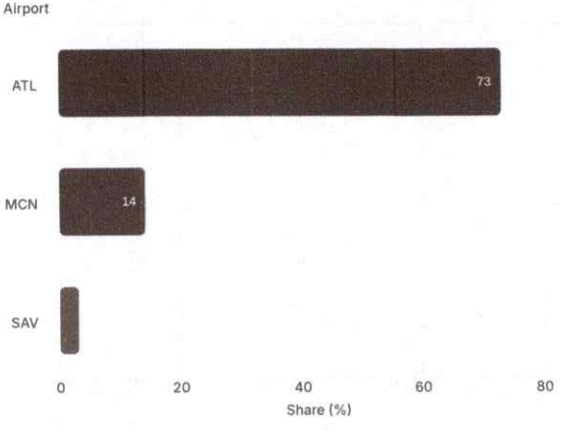
MCN is competing in a market where ATL is the default choice. Marketing must actively shift traveler consideration back to the local airport — before the booking decision is made.

EXTENDED CATCHMENT PDEW SHARE ANALYSIS

Extended Catchment Expands Reach but Competition Stays Intense

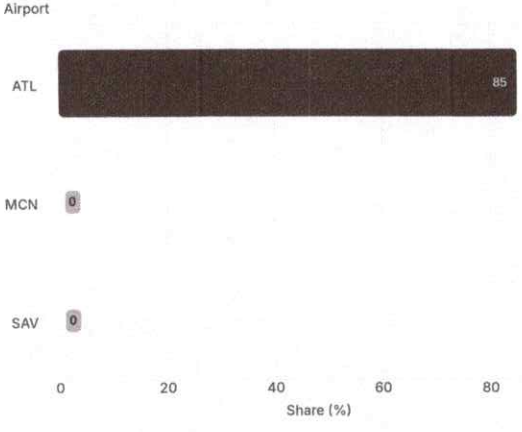
Expanding to the extended catchment increases the total addressable traveler universe — but ATL's dominance deepens, capturing an even larger share of the South Florida market and reinforcing the need for targeted local demand generation.

DC / Baltimore Area



Total market share: 89%

South Florida Area



Total market size: 85%

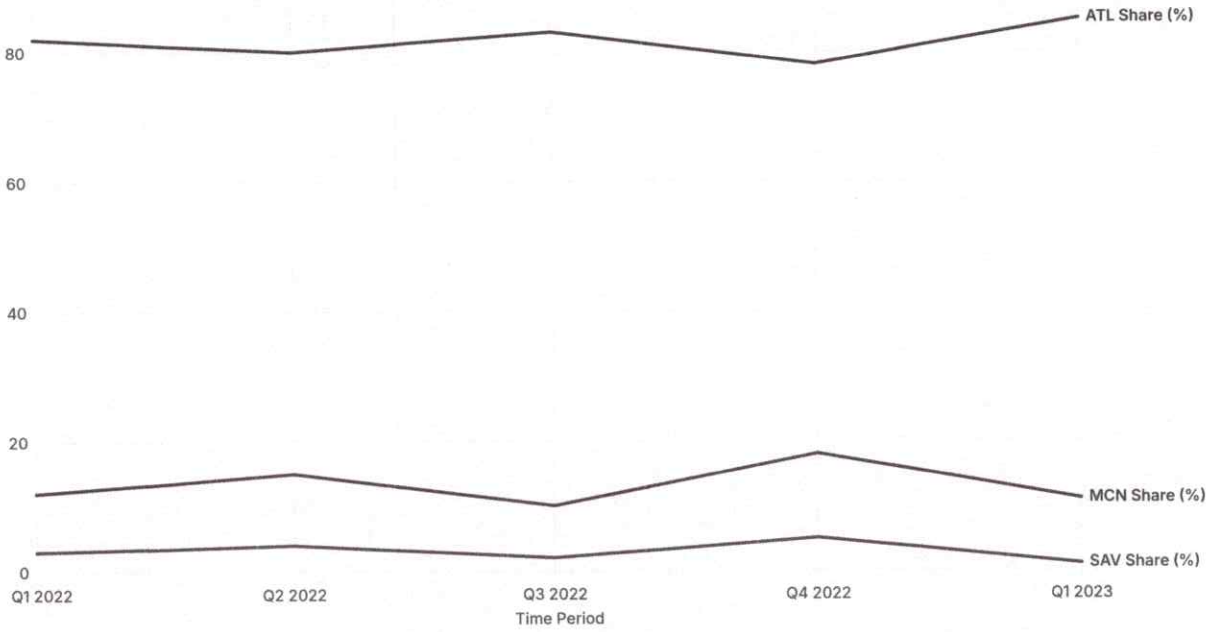
Note: ATL captures virtually all visible share in this wider geography.

Expanding the catchment increases total opportunity — but it also reinforces how entrenched ATL is. Targeted local demand generation is not optional; it is essential to reclaiming this market.

SHARE PREMIUM TREND ANALYSIS

Share Trend Shows the Competitive Gap

Over time, ATL has consistently held an overwhelming share position while MCN remains smaller and more volatile — with periods of improvement that have not been enough to close the structural gap.



ATL's Structural Advantage

ATL consistently holds 75–85% of PDEW share across both catchment geographies, making it the deeply entrenched default for Middle Georgia travelers.

MCN's Opportunity Window

MCN shows periods of share improvement, but volatility signals that gains are not yet self-sustaining. A consistent marketing presence is needed to hold and grow share.

This campaign is a share-recapture strategy — not just a general awareness campaign. Every dollar is designed to convert travelers currently defaulting to ATL.

STRATEGIC IMPLICATION

What the Catchment Data Means for the Campaign

The audience data proves the high-value traveler exists. The catchment data proves the demand is there — but it is leaking to ATL. Together, they define exactly what this campaign must do.

What the Data Tells Us

The Audience Exists

114,011 high-income, Florida-intent households within 60 miles of MCN — digitally active, travel-ready, and responsive to the right message.

Demand Is Leaking

ATL captures the overwhelming majority of PDEW share in both the core and extended catchment. MCN's share is real but fragile and under-defended.

What the Campaign Must Do

Protect the Core Catchment

Reinforce MCN preference among the highest-penetration ZIP codes before ATL or other competitors deepen their hold.

Grow Local Preference

Build consistent brand presence that makes MCN the instinctive first choice for Middle Georgia travelers planning Florida trips.

Reclaim Leaking Passengers

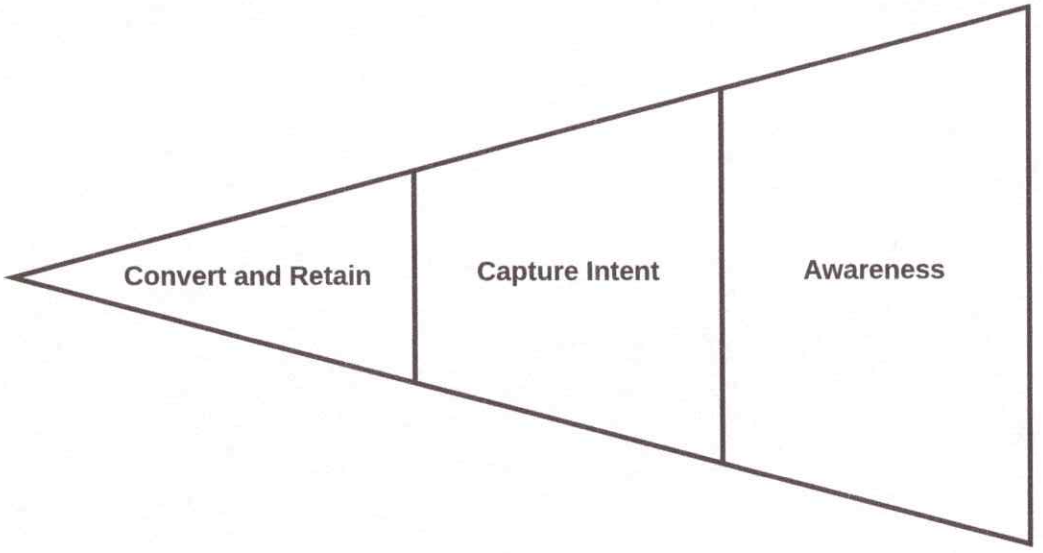
Intercept travelers currently defaulting to ATL with targeted messaging that emphasizes convenience, drive time savings, easier parking, and nonstop local access.

Skip the Atlanta drive. Fly local. That is the message — and the catchment data proves exactly who needs to hear it.

Digital Strategy Overview

The campaign is designed to move high-value local travelers from awareness to booking by matching media investment to actual audience behavior. Three strategic pillars work in sequence and in parallel across the 11-month campaign period.

Pillar 1 — Build Awareness	Pillar 2 — Capture Intent	Pillar 3 — Convert and Retain
Streaming video, CTV, online video, and social to introduce MCN–FLL as the easy Middle Georgia gateway to South Florida. Reach the audience where they spend the most screen time.	Paid search and travel-planning intent media to intercept travelers actively researching Florida trips and flight options. Meet them at the exact moment of decision.	Email, retargeting, and conversion-focused digital experiences to turn interest into bookings and repeat travel. Build loyalty and sustain route demand over time.



LocaliQ | USA TODAY NETWORK

Strategy 1: Build Awareness

Streaming video and CTV represent the largest single investment in this plan — aligned to the audience's 80% streaming reach and Georgia travel media spending trends. This is where the audience is, and where the MCN–FLL story gets told most powerfully.

→ Channels

Streaming video / CTV, online video, and targeted social — aligned to where this audience spends the most screen time across Netflix, Hulu, YouTube, Facebook, and Instagram.

→ Messaging Approach

Lead with convenience, quality, and travel inspiration — not discount language. This audience responds to value, not just price. Premium positioning wins.

→ Market Alignment

Streaming video is the largest online advertising category in Georgia travel media spending — this is where the audience is and where investment delivers the strongest awareness return.

Creative Themes

- Skip Atlanta — fly local from Macon
- Beach weekends made easy
- Cruise access via Fort Lauderdale
- Couples getaways to South Florida
- Family trips without the Atlanta drive
- Convenience, comfort, and time saved

LocaliQ | USA TODAY NETWORK

Strategy 2: Capture Intent

Search is one of the most influential ad channels for prompting action among domestic travelers and frequent flyers. Meeting this audience at the moment of intent — when they are actively researching — is critical to converting awareness into bookings.

Channels

Paid search and travel-planning intent platforms — intercept travelers actively looking for Florida trips and flight options at the exact moment of decision.

Audience Signal

This segment strongly over-indexes for online travel planning, airline website usage, and travel service site engagement — they are active, high-intent digital researchers.

Why Search Works

Search is one of the most influential ad channels for prompting action among domestic travelers and frequent flyers — meeting them at the moment of intent is critical.

Keyword Focus

- MCN flights
- Fort Lauderdale flights
- Nonstop from Macon
- Florida getaways
- Skip Atlanta airport
- Contour Airlines

LocaliQ | USA TODAY NETWORK

Strategy 3: Convert and Retain

This audience over-indexes for email influence, mobile purchasing, QR scanning, and review-checking before purchase — they research thoroughly before committing. The conversion strategy is built around that behavior.

Channels

Email, retargeting, mobile-first landing pages, and conversion-focused site experiences — all optimized for the research-heavy behavior of this audience segment.

Audience Behavior

This segment over-indexes for email influence, mobile purchasing, QR scanning, and review-checking before purchase. Every touchpoint must be mobile-optimized and trust-building.

Nurture Flows

Fare alerts, destination inspiration, route reminders, and repeat-trip planning sequences to build loyalty and drive repeat bookings throughout the campaign period.

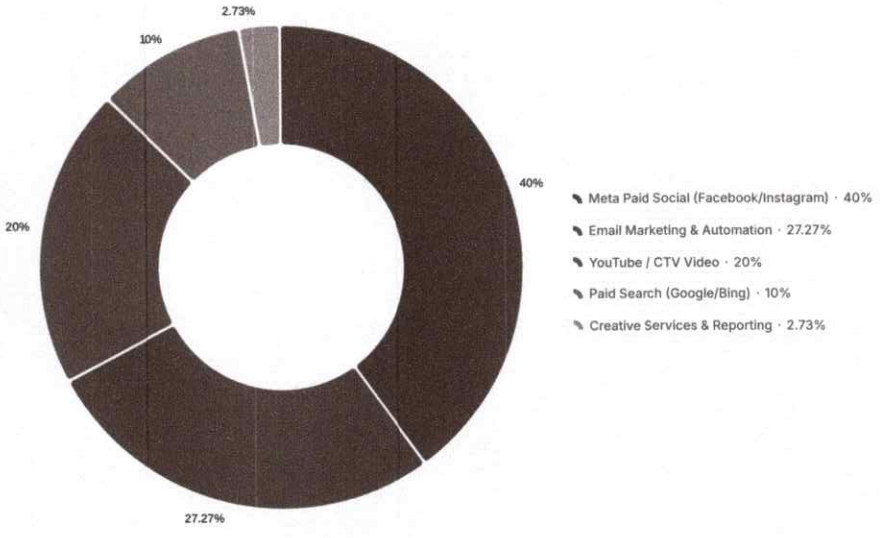
Ongoing Optimization

Monthly analytics review to refine spend toward strongest audiences, creative, and conversion paths — ensuring every dollar works harder as the campaign matures.

LocaliQ | USA TODAY NETWORK

Recommended $55,000 Digital Investment

This mix is built around the channels most likely to influence bookings — with a strong emphasis on Meta social, owned email, and video storytelling to move Middle Georgia travelers from awareness to action.



Channel Breakdown

$22,000 — Meta Paid Social (Facebook/Instagram)

40% of budget. Primary awareness and retargeting channel — generates consistent traffic and builds remarketing audiences. Always on with seasonal pushes.

$15,000 — Email Marketing & Automation

27% of budget. Owned media investment in Search to Book optimization, lead capture, subscriber growth, and nurturing travelers through the booking journey. Monthly throughout campaign.

$11,000 — YouTube / CTV Video

20% of budget. Brand storytelling and destination inspiration. Builds awareness and reinforces the value of flying nonstop from MCN instead of driving to Atlanta. Launch + seasonal peaks.

$5,500 — Paid Search (Google/Bing)

10% of budget. Captures high-intent travelers actively searching for flights to Fort Lauderdale from Middle Georgia. Always on (Aug–Jun).

$1,500 — Creative Services & Reporting Dashboard

3% of budget. Creative production, campaign optimization, analytics dashboard, and ongoing performance measurement. Front-loaded with ongoing optimization.

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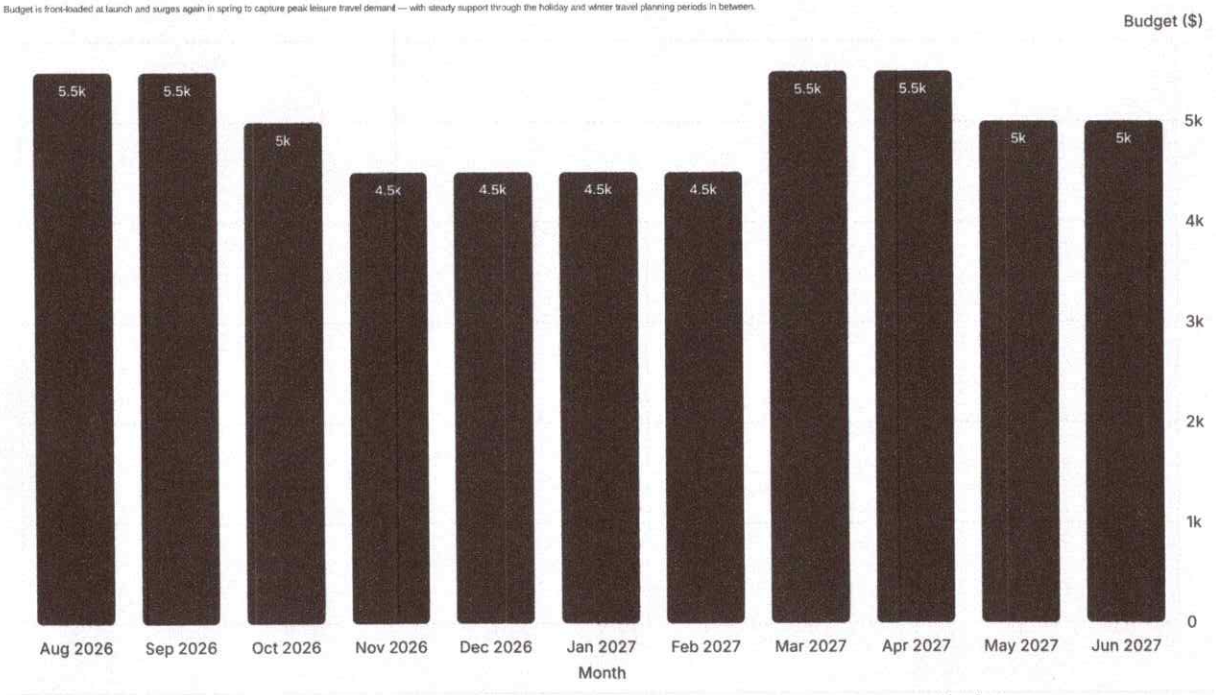
Monthly Budget Pacing | Aug 2026 – Jun 2027

Budget is front-loaded at launch and surges again in spring to capture peak leisure travel demand — with steady support through the holiday and winter travel planning periods in between.



Month	Budget	Primary Focus	Key Channels
Aug 2026	$5,500	Launch awareness	Meta Social, Search, YouTube/CTV
Sep 2026	$5,500	Awareness + traffic	Meta Social, Search, YouTube/CTV
Oct 2026	$5,000	Consideration	Meta Social, Email, Search
Nov 2026	$4,500	Holiday planning	Search, Email, Meta Social
Dec 2026	$4,500	Holiday travel demand	Search, Meta Social, Email
Jan 2027	$4,500	Winter escape demand	YouTube/CTV, Search, Meta Social
Feb 2027	$4,500	Trip planning	Search, Meta Social, Email
Mar 2027	$5,500	Spring travel push	Search, YouTube/CTV, Meta Social
Apr 2027	$5,500	Peak conversion window	Search, Meta Social, Email
May 2027	$5,000	Early summer planning	Meta Social, Search, Email
Jun 2027	$5,000	Summer travel demand	Search, Meta Social, Email

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What Success Should Look Like

Success metrics for this campaign are defined across five dimensions — from top-of-funnel awareness through to long-term route health. Each dimension reflects a measurable outcome tied directly to campaign activity.

1

Awareness

Measurable increase in local awareness of MCN's nonstop access to Fort Lauderdale among the target audience within the 60-mile catchment area.

2

Traffic

More high-intent visitors to MCN route and booking pages, driven by search, social, and CTV campaigns — tracked via UTM parameters and analytics.

3

Market Share

Stronger share of local travelers choosing MCN instead of driving to Atlanta or other competing airports — the core behavioral shift this campaign is designed to drive.

4

Efficiency

Improved conversion rates over time through ongoing optimization, retargeting, and creative refinement — every month the campaign should perform better than the last.

5

Route Health

A stronger, data-backed case for sustained route performance through demonstrated local passenger demand — supporting MCN's long-term airline partnership with Contour.

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Next Steps to Launch

With the right audience, the right channels, and a disciplined digital strategy, MCN can build stronger local demand for its nonstop Fort Lauderdale service. Here is the path to August launch.

01

Finalize Campaign Goals, KPIs, and Approval Process

Align on success metrics, reporting cadence, and internal approval workflows before creative development begins.

02

Confirm Landing Page, Booking Path, and Tracking Setup

Ensure destination URLs, conversion tracking, UTM parameters, and analytics integrations are in place before any paid media goes live.

03

Build Creative Assets

Develop video, social, display, and email creative aligned to the convenience-first messaging strategy and the target audience's visual preferences.

04

Finalize ZIP Targeting, Keyword Strategy, and Audience Segments

Lock in geographic targeting parameters, paid search keyword lists, and behavioral audience definitions for all channels.

05

Launch August Campaign with Monthly Optimization Cadence

Go live in August 2026 with full campaign activation and establish a monthly analytics review and optimization rhythm through June 2027.

With the right audience, the right channels, and a disciplined digital strategy, MCN can build stronger local demand for its nonstop Fort Lauderdale service.

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☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INSPIRING HEALTHY LIVES, LLC FOR THE PROVISION OF COUNSELING SERVICES, IN AN AMOUNT OF UP TO $37,688.00, TO BE PAID FROM FAMILY TREATMENT COURT GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Family Treatment Court, an accountability court funded by CJCC grant funds (R-26-0118), intends to utilize the services of Inspiring Healthy Lives, LLC to perform counseling services for Family Treatment Court participants; and

WHEREAS, Inspiring Healthy Lives, LLC has the requisite skills and experience to provide these services, and has served in this role for the past three years; 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, Inspiring Healthy Lives, LLC will provide counseling services for Family Treatment Court participants, with services to be funded through available grant funds for the period of July 1, 2026, through June 30, 2027; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the acceptance of the grant funds for the stated purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission hereby authorizes the Mayor to execute a Professional Services Agreement with Inspiring Healthy

Lives, LLC, in the amount of up to $37,688.00, to provide counseling services for Family Treatment Court participants, to be paid from the Grants Fund – Family Treatment AW – ACFP-27-111. – Contract Personnel Surveillance & CM line item, 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 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 _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with Inspiring Health Lives for Counseling Services for Family Treatment Court - 8-13-26.docx

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND INSPIRING HEALTHY LIVES, LLC

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2026 by and between Macon-Bibb County, Georgia ("County") and Inspiring Healthy Lives, LLC, a Georgia Limited Liability Company, with a principal office address of 3255 Louise Place, Macon, Georgia 31204 ("Contractor"), collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services
   Contractor shall perform counseling services for the Superior Court of Macon-Bibb County Accountability Courts (the "Program") as described in Exhibit A - Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall provide the Accountability Court Coordinator ("Coordinator") with a copy of Contractor's current license and certifications upon request. Contractor shall cooperate with the Director, Court officials, staff, and all other members of the Program team while providing services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation
   For services described in Exhibit A, Contractor shall receive from County EIGHTY-EIGHT DOLLARS AND 00/100 CENTS ($88.00) per hour for counseling services, FORTY-FOUR DOLLARS AND 00/100 CENTS ($44.00) per hour for court treatment team meetings and SIXTY DOLLARS AND 00/100 CENTS $(60.00) per class for Nurturing Parenting sessions, performed under the terms of this Agreement, not to exceed a total compensation amount of THIRTY-SIX THOUSAND SIX HUNDRED EIGHT DOLLARS AND 00/100 CENTS ($36,608.00) annually to be derived from services to Family Treatment Court program.

   For Services described in Exhibit B, Contractor shall receive from County NINETY DOLLARS AND 00/100 CENTS ($90.00) per class for Moral Reconation Therapy, not to exceed a total compensation amount of ONE THOUSAND EIGHTY DOLLARS AND 00/100 CENTS ($1,080.00) annually to be derived from services to Family Treatment Court program.

   Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the operating budget of each program within the overall Program and that under no circumstances will Contractor receive compensation should the balance of the operating budget not support such compensation. Contractor further acknowledges and agrees that grant funds will be monitored by the Director and cannot exceed the total amount awarded for all contractors participating in the grant program. Invoices will be paid in the order in which they are received so long as funds remain available for the applicable program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay

any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement.

3. Term
   This Agreement has an effective date of July 1, 2026, and shall terminate without any further obligation on the part of County on June 30, 2027, unless terminated sooner by mutual agreement of the Parties. This Agreement is subject to and limited to the availability of grant funding which shall not exceed the total annual compensation amount of $37,688.00.

4. Termination
   Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Grounds for Termination. Commission of any of the offense listed below by Contractor may result in immediate termination of this Agreement, without notice, by the County:
   - Arrest for a felony offense
   - Arrest and conviction for a misdemeanor offense which involves substance use
   - Acts involving moral turpitude
   - Fraternization outside the professional context with any participant of the Program
   - Conduct detrimental to the goals of the Program as determined by the sole discretion of the Superior Court

6. Fiscal Non-Appropriation Clause
   Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

7. County Obligations
   County shall timely provide all information, including Client contacts and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards
   Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

9. Independent Contractor
   Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or

any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

Should Contractor subcontract any services under this Agreement, Contractor shall comply with the following reporting requirements:

Contractor shall submit a "Subcontractor/Supplier Participation Report" quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled-person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract.

The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having complete the portion of work they were contracted to perform.

11. Conflicts of Interest
Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance
Contractor shall procure and maintain such insurance coverage as required by the Director. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of County, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14. Confidential Information and Open Records
County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act. Any information Contractor in good faith believes falls within the exception to the Georgia Open Records Act afforded to "Trade Secrets" must be accompanied by the affidavit required by said Act. It shall be solely Contractor's duty to ensure any "Trade Secrets" are appropriately designated as such before being provided to County. County accepts no liability for the disclosure of any alleged trade secret not properly designated as such in accordance with the Act.

15. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile or email with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, Georgia 31202-0247

For Independent Contractor:
Inspiring Healthy Lives - Vaishali Jordan
P.O. Box 14844
Macon, Georgia 31203
vandvai@gmail.com

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

22. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

25. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

26. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility

of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

28. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

29. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

30. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of July 1, 2026.

(Signatures on the following page)

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Attested: _____
Janice S. Ross, Clerk of Commission

Inspiring Healthy Lives:

By: _____

Attested: _____

_____
(Printed Name & Title)

Q:\CONTRACTS\FY 2027 Accountability Court Agreements\Inspiring Healthy Lives - *Vaishali Jordan- Therapist.Docx*

EXHIBIT A

EXHIBT A

Scope of Work for Celebrating Families (Inspiring Healthy Lives, LLC.)

Contractor shall provide services agreed to by Macon-Bibb County and the Contractor in cooperation with Program staff. The services to be provided by the Contractor shall include, but are not limited to:

I) Provides a qualified, appropriately trained, and current certified facilitator to conduct Celebrating Families sessions, if Vaishali Jordan is not able to teach the group sessions.

2) Verifies all group participants log in and out when attending each session.

3) Ensures that each Celebrating Families assessment shall not exceed 30 minutes.

4) Provides required Celebrating Families assessment results to the Program Coordinator.

5) Conducts a Celebrating Families session no less than one (1) per week.

6) Verifies that each session will last an hour and a half (1.5 hours) with an additional thirty (30) minutes to key data from the session into ACCM.

7) Ensures all case notes are entered into ACCM within forty-eight (48) hours of completing each group session.

8) Ensures notes include attendance, information about step worked on with each participant, and notation about any issues or concerns for each client.

9) Appears in court sessions or at treatment team meetings on a requested/as needed basis based on the Coordinator's or Judge's request (possibly twice per month).

10) Attending Council of Accountability Court Judges (CACJ) trainings and conferences does not guarantee paid training/conference hours. The Accountability Court pays for hotel, meals, and mileage. Reimbursement for attendance is at the discretion of the presiding Judge and/or Coordinator.

11) May perform other duties as assigned or required by the Program Coordinator or Judge.

12) All invoices must be submitted once a month to the Coordinator prior to the due date. A notification/reminder email will be sent by the Coordinator with the due date.

13) Failure to comply with the Scope of Work may result in delayed payment, reprimand, or contract termination.

EXHIBIT B

Scope of Work for Counseling

Contractor shall provide services agreed to by Macon-Bibb County and the Contractor in cooperation with Program staff. The services to be provided by the Contractor shall include, but are not limited to:

1) Conduct individual assessments for each individual participant.

2) Develop a treatment plan for each individual participant.

3) Provide individual and/or group counseling sessions.

4) Provide notes for each participant's session and/or group sessions.

5) Proved MRT and Nurturing Parenting Programing as needed when requested by Coordinator.

6) Ensure all notes are entered into ACCM system within forty-eight (48) hours of completing each session.

7) Ensure notes include attendance, information about steps/goals worked on with each participant, and notation about any issues or concerns for each participant.

8) Appear in court sessions and for treatment team meetings scheduled by Coordinator, no more than twice a month.

9) Attend all required training and certification required by Council of Accountability Court Judges (CACJ) or at the Director's request.

10) May perform other duties as assigned or required by the Program Coordinator

11) All invoices must be submitted once a month to the Coordinator prior to the due date. Invoices are due no later than the first business day of the month following the month being billed on the invoice

12) Failure to comply with the Scope of Work may result in delayed payment, reprimand, or contract termination.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MIAMI-DADE INNOVATION AUTHORITY, INC., TO PARTICIPATE IN THE CATALYST CHALLENGE, WITH A REQUIRED LOCAL MATCH OF $50,000.00 FOR THE PILOT DEMONSTRATION; APPROPRIATING $50,000.00 FROM GENERAL FUND - FUND BALANCE FOR THE REQUIRED LOCAL MATCH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Miami-Dade Innovation Authority, Inc. ("MDIA") is a Florida-based non-profit corporation focused on connecting innovative companies to local governments to develop solutions to challenges within the public sector, with funding support from the John S. and James L. Knight Foundation and other philanthropic partners; and

WHEREAS, in the MDIA Catalyst Challenge, local governments are selected to receive cost-subsidized technical services assistance to develop innovative solutions to ongoing issues in their communities; and

WHEREAS, when a solution to the issue presented is identified, the solutions are then put to a pilot demonstration, funded by the local government; and

WHEREAS, Macon-Bibb County is tasked with maintaining a significant inventory of public spaces and rights-of-way, to ensure these spaces are maintained and clear for public safety and enjoyment; and

WHEREAS, currently, Macon-Bibb County utilizes see-click-fix to address public concerns about public space and right-of-way maintenance along with a general schedule for mowing and debris removal; and

WHEREAS, Macon-Bibb County desires to work with the MDIA to develop an innovative right-of-way and public space management system to proactively identify and address areas of overgrowth, illegal dumping, and blight in a one-pass system; and

WHEREAS, upon completion of the technical services assistance, such services to be procured and funded by the MDIA, Macon-Bibb County will be responsible for the costs of the pilot demonstration after the technical services assistance, estimated by the MDIA to be in the amount of $50,000; and

WHEREAS, the Macon-Bibb County Commission desires to make an appropriation of $50,000.00 from the General Fund - Fund Balance to provide for the associated pilot demonstration, required as the local match; 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 authorizes the Mayor to enter into a Memorandum of Understanding with the Miami-Dade Innovation Authority, Inc., to participate in the Catalyst Challenge, with such Memorandum of Understanding in a form to be approved of by the County Attorney and costs associated with the technical services assistance to be subsidized by the philanthropic supporters of the MDIA.

Section 2.

The Macon-Bibb County Commission hereby authorizes the appropriation of $50,000.00 from the General Fund – Fund Balance, as local matching funds for the pilot demonstration phase of the Catalyst Challenge, serving as the required local match.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

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

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this

Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

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LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH SANDRA KHOURY FOR THE LEASE OF OFFICE SPACE AT 203 WEST WHITE ROAD, BYRON, GEORGIA, FOR UP TO THREE YEARS, WITH AN INITIAL RENTAL RATE OF $18,600.00 PER YEAR, TO BE PAID FROM THE PUBLIC DEFENDER DEPARTMENTAL BUDGET – RENTALS LAND & BUILDING LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, licensed real estate broker Sandra Khoury owns real property located at 203 West White Road, Byron, Georgia 31008 (the "Premises"); and

WHEREAS, on December 21, 2021, the Macon-Bibb County Commission approved R-21-0305, authorizing the Mayor to enter into a lease agreement for the use of the Premises by the Public Defender's Office; and

WHEREAS, that lease, being filed with the Clerk of Commission as L-21-0003, has expired and the Public Defender has requested that Macon-Bibb County approve a new lease, with updated terms, to continue the tenancy at that location; and

WHEREAS, the new lease terms for the Premises provide for monthly rental costs for the next three (3) years at the rates shown below:

Year 1 (July 1, 2026 – June 30, 2027) - $1,550.00 per month ($18,600.00 per year)

Year 2 (July 1, 2027 – June 30, 2028) - $1,650.00 per month ($19,800.00 per year)

Year 3 (July 1, 2028 – June 30, 2029) - $1,750.00 per month ($21,000.00 per year)

; and

WHEREAS, the Macon-Bibb County Commission desires to have the Public Defender's Office continue its tenancy at the Premises; 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 Sandra Khoury for the lease of 203 West White Road in Byron, Georgia for use by the Circuit Public Defender, in the initial monthly rental amount of ONE THOUSAND, FIVE HUNDRED FIFTY DOLLARS ($1,550.00) per month and increasing in accordance with the terms of the Lease Agreement, attached as Exhibit A and incorporated herein by reference, with associated costs to be paid from the Public Defender's budget – Rentals, Land & Building 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 _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

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EXHIBIT A

COMMERCIAL LEASE AGREEMENT
(Standalone Single-Tenant Building)

Georgia REALTORS®

2026 Printing

For and in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (Sandra E Khoury) and the undersigned Tenant (Macon Bibb County) do hereby agree as follows:

A. PRIMARY TERMS. The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

Lease. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of 8/21/2026 on the terms and conditions which are set forth below.

1. **Agreement to Lease: Property Address:** 201 West White Road **Unit** _____ **City** Byron **County** Peach **Georgia, Zip** 31008 **("Premises")**
   The legal description of the Property is attached as an exhibit hereto and incorporated herein.

2. **Use:** Tenant acknowledges that Tenant has inspected Premises and that it is for Tenant's intended use. The Premises shall be used for the following use: Offices for Public Defender **Current Zoning:** C2

3. **Term and Possession: Lease Start Date:** 7/1/2026 **Last Day of Lease ("Lease End Date"):** 6/30/2027
   Tenant may terminate this Agreement without penalty if possession is not granted within N/A days of the Lease Start Date ("Approved Delay Period").

4. **Rent.**
   a. **Rent:** Rent shall be payable to Real Estate South & Associates, LLC and delivered to: _____ ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. This amount does not include taxes, insurance, maintenance and/or other additional expenses due from Tenant.
      i. Year 1 Rent $1550.00 per month
      ii. Year 2 Rent (if applicable) $1650.00 per month
      iii. Year 3 Rent (if applicable) $1750.00 per month
      iv. Year 4 Rent (if applicable) $_____ per month
      v. Year 5 Rent (if applicable) $_____ per month
      vi. For terms longer than five (5) years or rent structures other than stated increases, see Special Stipulations.
   b. **Due Date for Rent:** Rent is due by the 1st day of the month. Rent may be paid in any of the forms checked here:
      ☒ Check ☐ Cash ☒ Certified Check ☒ Money Order ☐ Credit Card ☒ ACH or ☐ EFT.
   c. **Late Date and Additional Rent for Late Payment:** Rent paid after 6p.m. on the 5th day of the month shall be late and must include additional rent of $155.00 ("Additional Rent for Late Payment").
   d. **Credit Card:** If rent is paid by Credit Card, rent must include a credit card convenience fee of N/A.
   e. **Service Charge:** Tenant shall immediately pay Landlord a service charge of $50.00 ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.

5. **Security Deposit.** Tenant shall pay Real Estate South & Associates, LLC as "Holder" a security deposit of $1350.00* by: ☐ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☐ ACH or ☐ EFT.
   Security deposit shall be paid not later than the Lease Start Date. Landlord's signature below does not constitute receipt of the security deposit. Landlord shall provide Tenant with a receipt for the security deposit once said deposit has been paid.

6. **Notice Not to Renew Lease.** A party electing not to renew the Lease (so long as it has a definite term) shall be required to provide 60 days notice of the same to the other party. If the Lease becomes a month to month agreement, Landlord shall provide 30 days notice of termination, and Tenant shall provide 60 days notice of termination.

7. **Subletting.** No subletting of any kind is permitted except with the prior written consent of Landlord.

8. **Utilities.** Utilities provided by Landlord as part of rent on Premises: ☐ Water ☐ Sewer ☐ Trash Pickup ☐ Electric ☒ None
   ALL OTHER UTILITIES OR SERVICES TO THE PREMISES SHALL BE THE RESPONSIBILITY OF THE TENANT.

9. **Holding Over Fee.** The daily fee for holding over beyond the expiration of the Lease is $52.00.

10. **Certain Liquidated Damages Paid By Tenant.**
    a. **Fee to Halt Dispossessory Action:** The fee paid by Tenant to halt dispossessory actions in certain situations as set forth elsewhere herein shall be $195.00 ("Fee to Halt Dispossessory Action") plus an Administrative Fee of $100.00 per occurrence.
    b. **Denial of Access Charge:** Tenant agrees to pay $125.00 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Sandra E Khoury IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
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11. Brokerage Relationships in this Transaction:

a. Leasing Broker is REAL ESTATE SOUTH & ASSOC **and is:**

(1) working with Tenant as a ☐ client or ☒ customer.

(2) ☐ acting as a dual agent representing Landlord and Tenant.

(3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Tenant.

b. Listing Broker is REAL ESTATE SOUTH & ASSOC **and is:**

(1) working with Landlord as a ☒ client or ☐ customer.

(2) ☐ acting as a dual agent representing Tenant and Landlord.

(3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Landlord.

12. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships:
Owner is a licensed Real Estate Broker

13. Property Taxes: All ad valorem taxes levied against the Premises shall be paid by: *[select one. The boxes not checked shall not be a part of this Lease].*

☐ **a.** Landlord pays all ad valorem property taxes.

☐ **b.** Tenant pays all ad valorem property taxes.

☒ **c.** Tenant pays as additional rent the amount by which all ad valorem property taxes on the Premises for each tax year exceeds the ad valorem property taxes on Premises for tax year 2025.

☐ **d.** Other: _____

14. Leasehold Improvements and Alterations: Improvements and/or alterations, if any, to be performed by Landlord and/or Tenant to the Premises and the party who is paying the cost to perform the same is addressed in the Improvements and Alterations Exhibit (CF33).

15. Repairs and Maintenance: Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

Tenant(s) Initials _____ **Landlord(s) Initials** _____

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. **Agreement to Lease.** The parties agree to enter into this Lease for the Premises. The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (a) all rules, regulations and covenants applicable thereto; and (b) the common areas being reduced, modified, altered or being made subject to further use restrictions adopted by Landlord, in its sole discretion, or any community association responsible for the same. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein.

2. **Use.** Tenant shall be responsible at all times to comply with all applicable laws, ordinances and regulations dealing with the use and occupancy of the Premises. Tenants shall not permit anything to be done in or about the Premises which in any way conflicts with any law, statute, ordinance, environmental requirements, governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

3. **Term and Possession.** If Landlord is unable to deliver possession of Premises on the Lease Start Date, rent shall be abated on a daily basis until possession is granted. Neither Owner, Landlord or Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.

4. **Rent.** Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing). If the Lease Start Date or the Lease End Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. Rent not paid in full by the Due Date shall be late. Landlord may, but shall have no obligation to accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

5. **Security Deposit.**
   a. **Deposit of Same:** Holder shall deposit Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the Premises, the Security Deposit may be deposited in a general account, and it will be co-mingled with other funds of Holder.
   b. **Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Lease of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.

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c. **Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Lease or the surrender of Premises by Tenant, whichever occurs last; provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises except for normal wear and tear; and (6) all keys to the Premises and to recreational or other facilities, access cards and gate openers, if any, have been returned to Landlord or Manager.

d. **Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises caused by Tenant, Tenant's employees, contractors, invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, or utility charges; (3) cleaning costs if Premises are left unclean; (4) the cost to remove and dispose of any personal property, except for fixtures that have been made a part of the Premises; and (5) late fees and any other unpaid fees, costs and charges referenced herein.

e. **Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

6. **Notices.**

a. **Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.

b. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Lease becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by email or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

c. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an email address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or email address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

d. **When Broker Is Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or email address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein) even if it is not opened by the recipient.

7. **Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.

8. **Utilities**. Except as provided herein, Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the end of the Lease. In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.

9. **Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Lease, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

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10. **Certain Liquidated Damages Paid by Tenant.** It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.
    a. **Fee to Halt Dispossessory Action**: Landlord can file a dispossessory action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossessory action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossessory Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossessory action.
    b. **Denial of Access, Right of Access, Signage**: Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure Tenant's valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.

11. **Brokerage Relationships in This Transaction.**
    a. **Agency Disclosure**: In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.
    b. **Brokerage**: The Broker(s) identified herein have performed valuable brokerage services and are to be compensated pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be compensated by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's Compensation pursuant to a cooperative brokerage agreement.

12. **Material Relationship Disclosure.** For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.

13. **Property Taxes.** All ad valorem property taxes levied against the Premises shall be paid in accordance with the selection made in Section A(13).

14. **Leasehold Improvements and Alteration.** No improvements or alterations to the Premises shall be made without the prior written approval of Landlord. Tenant agrees that all contractors and subcontractors of Tenant performing improvements and alterations shall be properly licensed, maintain general liability insurance in a single limit coverage amount of at least One Million Dollars ($1,000,000.00) and maintain workers compensation insurance on all of their workers. Tenant shall be responsible for procuring lien waivers from each contractor performing services under this section and providing such lien waivers to Landlord. If Tenant fails to pay the lien or obtain lien waivers from contractors performing these services, then Tenant assumes all costs and responsibility of releasing such liens and such responsibility shall survive this Lease. Landlord, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

15. **Repairs and Maintenance.** Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

C. OTHER TERMS AND CONDITIONS

1. **Default.**
    a. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
        (1) Tenant fails to abide by any of the terms and conditions of this Lease.
        (2) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
        (3) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
        (4) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises.

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b. **Effect of Default:** If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

2. **Tenant's Responsibilities.**
   a. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.
   b. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Tenant acknowledges having read the "A Brief Guide to Mold, Moisture in Your Home" found at www.epa.gov and shall follow the recommendations contained herein.
   c. **Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the property Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
   d. **Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

3. **Rules and Regulations.** Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.
   a. No goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
   b. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.
   c. Tenant shall not use the Premises or the Property for any use or purpose that constitutes a nuisance or attractive nuisance, as determined in the reasonable discretion of Landlord, or materially increases the potential liability or risk of claims against Landlord or Landlord's agents.

4. **Personal Property Loss and Personal Injury; Statute of Limitations.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the same. Landlord shall have no responsibility or liability for Tenant's personal property. Any and all claims of Tenant and other occupying the Premises pursuant to the Lease for property damage and/or personal injury sounding in breach of contract and/or tort shall be brought within one (1) year of the date of the damage and/or injury or shall be extinguished.

5. **Disclaimer.**
   a. **General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.
   b. **Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.

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6. **Miscellaneous.**
   a. **Time of Essence:** Time is of the essence of this Lease.
   b. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
   c. **Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
   d. **Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
   e. **Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
   f. **Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or property owners' association fees on the Property or not fulfilling the Landlord's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
   g. **Disclaimer Regarding the Lease of Certain Property**: Owner acknowledges that O.C.G.A. § 2-1-7 prohibits certain nonresident aliens, foreign persons, foreign companies and U.S. companies owned by any of the above from buying or possessing agricultural land and certain land within a ten (10) mile radius of any military base, military installation, or military airport. Owner agrees to carefully read the entirety of the above referenced Code section before contracting to lease such land. Owner should consult with legal counsel to fully understand the law. If Owner has not submitted written questions to Broker regarding the law to Broker prior to contracting to lease prohibited property, Owner acknowledges that Owner fully understands the limitations and requirements of the law, and Broker shall have no responsibility for further doing the same. In such event, Owner shall indemnify and hold Broker harmless from any and all claims, causes of action, suits and damages arising out of or relating to Owner's failure to comply with the law. Violating the law can subject Owner to civil and criminal penalties.
   h. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
   i. **Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
   j. **Signage:** Tenant shall ensure all signage complies with local ordinances and property owners' association rules, if applicable, regarding size, placement, quantity, etc.
   k. **Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
   l. **No Recordation of Lease:** Without the prior written consent of Landlord, neither this Lease nor any memorandum hereof shall be recorded or placed on public record by or on behalf of Tenant.
   m. **Force Majeure:** Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from performing by a cause or causes beyond Landlord's control, which shall include, but shall not be limited to, all labor disputes, utility outages caused by the utility provides, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord.
   n. **Quiet Enjoyment:** So long as Tenant is in full compliance with the terms and conditions of this Lease, Tenant shall be entitled to the quiet enjoyment and possession of the Premises.

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o. **Severability and Interpretation:**
   (1) If any cause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability, and this Lease shall thereafter be construed as though such illegal, invalid or unenforceable provision was not contained herein; provided that if such provision is, in the reasonable determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Lease on sixty (60) days written notice to Tenant.
   (2) Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of the stipulations of this Lease.

7. **Damage/Destruction of Premises.** Notwithstanding any provision to the contrary, if flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's invitees, licensees, or guests.

   In the event the Premises are destroyed or so substantially damaged as to be uninhabitable ("Casualty Event") by fire, flood, storm, mold, other environmental hazards, other casualty or Act of God, then Landlord shall be responsible for making such repairs to Premises if within Landlord's sole opinion all repairs can be substantially completed within 60 days from the date of the Casualty Event without paying overtime or other premiums for labor. For all purposes herein, "substantially completed" shall mean that Landlord has made the repairs and obtained a certificate of occupancy to reoccupy the Premises. Within 21 days from the date of the Casualty Event, Landlord shall notify Tenant whether Landlord is able to make the repairs within 60 days from the date of the Casualty Event. If Landlord gives Tenant notice that the repairs to the Premises cannot be substantially completed within 60 days from the Casualty Event, then either Landlord or Tenant may terminate this Lease within 14 days of receiving Landlord's notice by giving notice to the other party. If neither party terminates the Lease during the 14 day period, then both parties agree that Landlord will make the repairs, regardless of how long it takes, and that Tenant shall then reoccupy the Premises when the repairs are completed and a new certificate of occupancy is issued. Starting from the date of the Casualty Event until such time as repairs are completed and a new certificate of occupancy issued, Landlord shall abate rent in proportion to the amount of the Premises that have been destroyed or substantially damaged. If the Lease is timely terminated by either party, then Tenant shall vacate Premises within thirty (30) days from the date of notice to terminate this Lease. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant, their invitees, licensees, or guests.

8. **Condemnation.** If the Premises or a substantial portion thereof shall be taken by eminent domain, then this Lease shall terminate upon the date (the "Condemnation Date") when the title to said Premises (or the part thereof so taken) shall be transferred to such authority for such use or purpose. If this Lease is so terminated, Tenant's rent hereunder shall be prorated and payable by Tenant to Landlord until he Condemnation Date and Tenant shall surrender the entire Premises on or before the Condemnation Date. However, in the event of a partial taking in which the portion of the Premises not so taken remains reasonably useable by Tenant for the purposes set forth herein; then, with regard only to such portion of the Premises not so taken, this Lease shall not terminate, but, effective as of the Condemnation Date, the Rent hereunder shall be reduced pro rata in proportion to the rentable square footage of the Premises so taken. In any event, Tenant shall have no claim for apportionment of any award paid or payable on account of any such takin, whether total or partial, or for the value of any unexpired term of this Lease, and Landlord shall no have any interest in Tenant's award or relocation expenses or loss of business, if any.

9. **Insurance**. Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following insurance in the amounts specified and in the form hereinafter provided for. Tenant shall maintain with Landlord a current copy of the insurance policies required herein during the entire term of the Lease.
   a. **General Commercial Liability Insurance**: Such insurance shall cover the Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be not less than One Million Dollars ($1,000,000) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. The policy shall name Landlord and any property manager(s) as additional insureds and shall be carried with an insurance company licensed to do business in Georgia with a Best's Rating of not less than a B+.
   b. **Property Insurance**: Such insurance shall be an "all-risk" policy covering Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than the full replacement cost as updated from time to time during the term of the Lease less a reasonable deductible. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.

10. **Mortgagee's Rights.** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

11. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

12. **Beware of Cyber Fraud:** Fraudulent emails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent email is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by email. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up emails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

13. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:
    - ☐ Legal Description Exhibit A
    - ☐ Maintenance and Repair Exhibit (CF32) "_____"
    - ☐ Improvements and Alterations Exhibit (CF33) "_____"
    - ☐ Other _____.
    - ☐ Other _____.

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1) Real Estate South is holding a security deposit from the initial lease of $1350.00
2) Tenant shall furnish documentation showing that Tenant is fully self-insured.
3) Mowing and trimming are included in this lease.
4) Tenant shall, at Tenants expense, be responsible for replacing filters on a/c system per the recommendations on the filter being used.

☒ **Additional Special Stipulations (F246) are attached.**

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By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

1 Tenant's Signature

Macon-Bibb County
Print or Type Name

Date

Tenant's Email Address

2 Tenant's Signature

Print or Type Name

Date

Tenant's Email Address

☐ **Additional Signature Page (F931) is attached.**

1 Landlord's Signature

Sandra E Khoury
Print or Type Name

Date

Landlord's Email Address

2 Landlord's Signature

Print or Type Name

Date

Landlord's Email Address

☐ **Additional Signature Page (F931) is attached.**

Leasing Broker/Affiliated Licensee Contact Information

REAL ESTATE SOUTH & ASSOC
Leasing Broker

Broker/Affiliated Licensee Signature

Sandra E Khoury — Print or Type Name
280024 — GA Real Estate License #

478-320-5551 — Licensee's Phone Number
(478) 956-2020 — Fax Number

sandee.khoury@gmail.com
Licensee's Email Address

REALTOR® Membership

203 W. White Road
Broker's Address

BYRON GA 31008

478-956-5050 — Broker's Phone Number
478-956-2020 — Fax Number

RSTH01 — MLS Office Code
62064 — Brokerage Firm License Number

Multiple Listing Number 138089

Listing Broker/Affiliated Licensee Contact Information

REAL ESTATE SOUTH & ASSOC
Listing Broker

Broker/Affiliated Licensee Signature

Sandra E Khoury — Print or Type Name
280024 — GA Real Estate License #

478-320-5551 — Licensee's Phone Number
(478) 956-2020 — Fax Number

sandee.khoury@gmail.com
Licensee's Email Address

REALTOR® Membership

203 W. White Road
Broker's Address

BYRON GA 31008

478-956-5050 — Broker's Phone Number
478-956-2020 — Fax Number

RSTH01 — MLS Office Code
62064 — Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this Lease is the date of _____ and has been filled in by _____.

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Exhibit A – Legal Description of Property

201 West White Road Byron GA 31008

Tenant's Initials

Landlord's Initials

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SPECIAL STIPULATIONS

2026 Printing

These Special Stipulations are part of the Commercial Lease Agreement for Single Tenant Facility

Agreement dated 6/18/2026.

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

Special Stipulations Continued:

4) Term. The initial term of this Lease shall be for 12 months. This Lease shall expire on June 30 of each year and automatically renew on July 1, unless either party has given notice of termination pursuant to the provisions of this Lease.

5) Renewal Term. Either party may terminate this Lease at any time by giving the other party sixty (60) days written notice. If neither party gives any notice of termination, at the end of the initial term the Lease will automatically be extended on a month-to-month basis with all terms remaining the same with the exception that the Landlord may increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon 60 days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant.

6) Rights of Access, Signage. Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs, and maintenance during reasonable hours. Landlord acknowledges that Property shall be used as an Office of the Public Defender of the Macon Judicial Circuit. Tenant will secure any sensitive papers, items, files or other materials, according to the best practices in the legal field for document privacy. Landlord shall not read, review, peruse, remove, or otherwise interfere with Tenant's property, including such papers, record, and files, nor allow any of Landlord's agents, brokers, workmen, prospective tenants or buyers, or employees, to do the same. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property but must notify Tenant of the need to access before entry or as soon after as practicable. Landlord may
place a "for rent" or "for sale" sign on the interior or exterior of the Property. Landlord may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's Agent and Brokers who may show the Property to prospective tenants. Tenant shall not unduly hinder Landlord's access to Property. Tenant shall not modify or change the locking mechanisms to any exterior or interior door located on the Property. Neither party shall install any alarm system without providing the access code to the other party. No liquidated damages shall be awarded for any interference with Landlord's access to the Property.

7) Taxes. Tenant is a tax-exempt division of Macon-Bibb County. Tenant shall not pay any taxes levied on the Property. Nothing in this Provision shall prevent Landlord from modifying the amount of monthly rents due in accordance with the other provisions of this Lease.

8) Attorney's Fees and Costs of Collection. In the event of litigation stemming from the Lease, each party shall be responsible for the payment of their own Attorney's Fees and Costs of Litigation.

9) No Indemnification. Tenant is a subdivision of Macon-Bibb County and cannot indemnify any private person, party, or entity. OCGA § 36-33-1; CSX Transp., Inc. v. City of Garden City, 277 Ga. 248, 250, 588 S.E.2d 688, 690 (2003)

10) Recordation. Tenant shall be authorized to record the authorization, terms, and execution of this Lease with the Clerk of Commission of Macon-Bibb County. Tenant shall not otherwise record this Lease nor any short form memorandum thereof without Landlord's prior written consent.

11) Venue. Any suit arising from this Lease shall be brought in the Courts of Peach County, Georgia.

12) Identity of Broker. Parties acknowledge that Landlord and the Broker to this transaction are the same entity.

Parties further acknowledge that Landlord is a Real Estate Agent duly licensed by the State of Georgia

Buyer's/Tenant's Initials: _____ Seller's/Landlord's Initials: _____

Buyer's/Tenant's Broker's Initials: _____ Seller's/Landlord's Broker's Initials: _____
(or Broker's Affiliated Licensee) (or Broker's Affiliated Licensee)

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Sandra E Khoury IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
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LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH PLAYSOUTH, LLC, D/B/A PLAY SOUTH PLAYGROUND CREATORS IN THE AMOUNT OF $98,295.20, FOR THE PURCHASE AND INSTALLATION OF A COMPOSITE PLAY STRUCTURE AT LYNMORE ESTATES PARK, TO BE PAID FROM FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County desires to upgrade and improve the play structure at Lynmore Estates Park, to provide for a safe and attractive play space for children and families; and

WHEREAS, the improvements to the play structure at Lynmore Estates Park qualify for funding through Housing and Urban Development's Community Development Block Grant (CDBG) program; and

WHEREAS, BCI Burke, Inc., is a manufacturer of playground equipment and structures that holds Omnia Partners Cooperative Purchasing Agreement No. R220201; an

WHEREAS; PlaySouth LLC d/b/a Play South Playground Creators (PlaySouth) is a Georgia limited liability company and authorized retailer of BCI Burke, Inc., playground equipment under the aforesaid cooperative purchasing agreement; and

WHEREAS, utilization of cooperative purchasing agreements is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8, and allows for faster processing times and favorable pre-negotiated pricing from pre-screened vendors; 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 Independent Contractor Agreement with PlaySouth, LLC D/B/A Play South Playground Creators in the amount of NINETY-EIGHT THOUSAND, TWO HUNDRED NINETY-FIVE DOLLARS AND TWENTY CENTS ($98,295.20) for purchase and installation of a BCI Burke, Inc. play structure in accordance with the provisions of Omnia Partners Cooperative Purchasing Agreement No. R220201 and the Independent Contractor Agreement attached hereto as Exhibit A and incorporated herein by reference, with associated costs to be paid from FY 2020 Community Development Block Grant Funds.

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

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with PlaySouth LLC for Lynmore Estates Playground - 8-28-26.docx

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND
PlaySouth, LLC

This Independent Contractor Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and **PlaySouth, LLC** ("Contractor") a domestic for-profit corporation, with a principal address of **212 Clearview Estates Drive, Newnan, Ga. 30265** collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. **Scope of Services**

Contractor shall commence, diligently pursue, and complete the construction of a new composite play structure with integrated shade for children 5-12 years old and a single post ShadePlay Max swings with 2 belt seats, 1 tot seat and 1 Freedom inclusive swing seat, and installing Engineered Wood Fiber safety mulch. Located at 4056 Mead Road, Macon, Ga. 31260, as more fully described in Exhibit A, attached hereto, and incorporated by reference. All services will be performed in accordance with federal, state, and local laws. Contractor shall maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated in this Agreement.

Layout of Work: Contractor shall verify all existing conditions and contiguous work to form a designated work site, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

Work Area: Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring to the satisfaction of County. In case of failure by Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.

Material Disposal: Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. Burning of material on-site shall be prohibited. Contractor shall cover all costs of removing trash properly.

2. **Compensation**

County shall provide Contractor with grant funds from the Community Development Block Grant Program ("CDBG") in the total of NINETY-EIGHT THOUSHAND TWO HUNDRED NINTY-FIVE DOLLARS AND 20/100 CENTS ($98,295.20) as full compensation for the construction of the playground, as detailed in Exhibit A. By accepting this compensation, Contractor shall fully comply with all terms and conditions of the CDBG Program. Payment of all amounts due is to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. Contractor shall submit an invoice monthly, to include an itemized billable amount reflective of services performed in the preceding thirty (30) day period, emailed to Wanzina

Jackson, Director of the Macon-Bibb County Economic and Community Development Department ("ECDD"), at wjackson@maconbibb.us. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Final Payment: Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full and all Certified Payroll Reports have been submitted to and approved by ECDD, in accordance with the requirements of the Federal Funding Agency under which the funds utilized for the payment of this Agreement are awarded and regulated.

3. **Term**
This Agreement shall be effective as of the date it is fully executed by the Parties. Contractor shall commence work within ten (10) days from receipt of the Notice to Proceed and shall complete all work within one hundred eighty (180) days. In the event this Project is delayed by neglect, delay, default of any other Contractor, the County, damage from an Act of God, general strike of employees, or Covid-19 related matters, Contractor shall have reason to claim for delay and request an extension of time to complete this Agreement. Any schedule changes must be mutually agreed upon and executed in writing by both Parties.

4. **Termination**
Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. **Fiscal Non-Appropriation Clause**
Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable laws. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. **County Obligations**
County shall timely provide all information, plans, specifications, and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

7. **Performance Standards**
Contractor shall complete the Project using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely and professionally perform services in accordance with this Agreement. All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

8. **Independent Contractor**
Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement.

Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

9. Subcontracting and Assignment

Contractor may not subcontract or assign the whole or any part of this Agreement without County's express consent in writing. Should Contractor elect to subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

10. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

11. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

12. Insurance:

(a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.

(c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a

severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insured. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.

(d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than $1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

(e) Prior to the commencement of Services, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

(f) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

(g) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

13. <u>Ownership of Documents</u>

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

14. <u>Confidential Information and Open Records</u>

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement. Contractor shall display any signage provided by County and agrees to incorporate County's seal and the names of the Macon-Bibb County Commission and other officials identified by County on all documents, literature, pamphlets, advertisements, and signage, permanent or otherwise. All publicity and advertisements prepared by Contractor for this Project shall recognize the County as one of the Project's funding sources.

16. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

17. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Employment Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

Equal Employment Opportunity: Contractor shall provide and post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity Clause (EEOC):

(a) Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

(b) Contractor shall send to each labor union, representative, or workers with whom the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the County's equal employment opportunity ordinance and other county code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(c) Upon County's request, Contractor shall furnish all information and reports that show compliance with EEOC requirements. County shall also have access to Contractor's books, records, and accounts upon reasonable notice and during normal business hours to confirm compliance.

(d) Contractor shall take such action with respect to any subcontractor as the Contractor may direct as a means of enforcing the provisions of paragraphs (a) through (g) herein, including penalties and sanctions for non-compliance.

(e) Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with County in the form and to the extent prescribed by the ECDD. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the Contractor and its subcontractors.

(f) Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the EEOC in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(g) Contractor or subcontractors, if any, who refuse to comply with any portions of these provisions may be subject to the following penalties:

- Withholding from Contractor in violation of all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract
- Refusal of all future bids for any contract with the County or any of its departments or divisions until such time as Contractor or subcontractors demonstrate there has been established and there shall be carried out all of the provisions of the program as provided herein
- Cancellation of the public contract
- Enjoining of contractors, subcontractors, or other organizations, groups, or individuals for cases that involve a substantial or material violation of the compliance procedure

18. Affirmative Action Program

Contractor shall provide County with a copy of its Affirmative Action Program. For the purposes of this Agreement, Affirmative Action Program means a written, results-oriented program meeting the requirements of local, state, and federal laws, and other applicable regulations designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. Contractor shall include without limitation the following aspects of employment pertaining to women and minorities: hiring; upgrading; demotion; transfer; layoff; termination; rates of pay and other forms of compensation; training programs and selection for training apprenticeship opportunities; recruitment advertising and efforts; employment goals; and written plan to achieve these goals with timetable.

19. **Federally Funded Contract Provisions**

Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award in the Federally funded Contract Provisions Addendum

20. **Section 3 Clause (24 CFR § 135.38)**

Contractor shall comply with the following requirements of 24 CFR § 135.38 ("Section 3" Clause) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u:

(a) Contractor shall ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible,

be directed to low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

(c) Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.

(e) Contractor shall certify that any vacant employment positions, including training positions, that are filled either (1) after Contractor was selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 125 require employment opportunities to be directed, were not filed to circumvent Contractor's obligations under 24 CFR, Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Native Americans, and preference in the award of contracts and subcontracts shall be given to Native American organizations and owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

21. <u>Drug Free Workplace</u>

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

22. <u>Prohibition Against Employing Illegal Aliens</u>

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. Contractor and all subcontractors shall execute the Contractor Affidavit ("Exhibit B"), attached hereto, and incorporated by reference, verifying compliance with all local, state, and federal immigration laws.

23. SAVE

The Developer/Contractor must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

24. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County, Georgia
Attn: Mayor Lester M. Miller
700 Poplar Street
Macon, Ga. 31201

For Independent Contractor:
PlaySouth, LLC
Attn: David Bryant President
212 Clearview Estates Drive
Newnan, Ga. 30265

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

25. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

26. Audit Clause

Contractor will cooperate with County or its authorized agent to provide financial reports for all revenue generated under this Agreement, including but not limited to, granting County or its authorized agent access to audit and inspect financial records pertaining to services provided under this Agreement. County shall provide reasonable notice for any audit requests, and any such requests shall be conducted during normal business hours.

27. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

28. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

29. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

30. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

31. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

32. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

33. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

34. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

35. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

36. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

37. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations, or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____ _____
Lester M. Miller, Mayor Date

Attested: _____ _____
Janice S. Ross, Clerk of Commission Date

PlaySouth Playground Creators, LLC:

By: _____ _____
David Bryant President Date

Attested: _____ _____
Date

_____
(Name)(Title)

EXHIBIT "A"
INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: The Independent Contractor will perform the services and works outlined in Exhibit A. attached hereto and incorporated herein.

Independent Contractor shall construct a new composite play structure with integrated shade for children 5-12 years old and a single post ShadePlay Max swings with 2 belt seats, 1 tot seat and 1 Freedom inclusive swing seat, and installing Engineered Wood Fiber safety mulch. Located at 4056 Mead Road, Macon, Ga. 31260.

TERM: This Agreement shall commence on the date this Agreement and Addendum(s) are executed by the County and shall continue in full force and effect until the completion of the construction of the project.

COUNTY: County shall provide CDBG (Community Development Block Grant) funds in the amount of NINETY-EIGHT THOUSHAND TWO HUNDRED NINTY-FIVE DOLLARS AND 20/100 CENTS ($98,295.20) to the Independent Contractor for the project.

MACON-BIBB COUNTY:

By:_____ _____
Mayor Lester M. Miller Date

Attested:_____ _____
Janice Ross, Clerk of Commission Date

INDEPENDENT CONTRACTOR:

By:_____ _____
David Bryant President Date

Attested: _____ _____
Date

Exhibit A

Developer

Firm Name:	PlaySouth Playground Creators, LLC
Name:	David Bryant, President
Address:	212 Clearview Estates Drive
City/State/Zip:	Newnan, Ga. 30265
Email Address:	andy@playsouth.net
Phone:	(770)719-9005

FED ID: # 81-0696239 UEI: NJLJN69VEVJ3

Uniform Guidance: 2 CFR 200.331, provides that certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Community Development Block Grant

Subrecipient Name:

PlaySouth Playground Creators, LLC

Agency UEI Number:

NJLJN69VEVJ3

Federal Award Identification Number:

B-20-MC-13-0005, B-21-MC-13-0005

Federal Award Date:

July,1 2020, August 27, 2021

Subaward period of performance start and end date:

October 1, 2026, to June 1, 2027

Federal Funds Obligated:

$98,295.20

Project Description:

Construction of a new composite play structure with integrated shade for children ages 5-12 years old and a single post ShadePlay Max swings with 2 belt swings, 1 tot seat and 1 Freedom inclusive swing seat. The installation of Engineered Wood Fiber safety surface

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201

CFDA Name and Number:

Community Development Block Grant; 14.218

Research and Development: No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent-treatment of cost both direct and *indirect*. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one

of the subcategories of “Facilities”. Pursuant to HUD regulations, Macon Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 15% de minimis indirect cost rate.

CONSTRUCTION COST

Play South
PLAYGROUND CREATORS

PO Box 492467
Atlanta, GA 30349
(770) 719-9005

Date:	8.27.2026
Quote #:	207616-5.8.26.02
Rep:	Tom Bengtson
Direct:	(770) 823-8487

QUOTATION

	Bill to:	Ship to:
Name	Armand Burnett	Lynmore Estates Park
Address	150 Willie Smokie Glover Dr.	4056 Mead Rd.
City, State Zip	Macon, GA 31210	Macon, GA 31260
Contact/Phone	(478)960-5979	
Email	Aburnett@MaconBibb.us	County: Bibb

Qty	Model Number	Description	Unit Price	TOTAL AMOUNT
1	132-207616-5	Composite play structure w/ integrated shade for children ages 5-12 yrs old and single post ShadPlay Max swings w/ 2 belt seats, 1 tot seat and 1 Freedom inclusive swing seat.		$ 71,653.00
110	EWFBLOWN	Engineered Wood Fiber safety surfacing (loose fill mulch) Blown-In	65.00	$ 7,150.00
		Less Omnia Discount on Burke Equipment		**$ (7,165.30)**
		Less Omnia Discount on Surfacing		**$ (357.50)**

Omnia Member ID # 5250395
Burke Contract # R220201

Note To Customer: Site prep is not included and must be performed by others.
Site must be 61'x36' and consist of compact soil with a gradient not to exceed 2% in any direction.
Playground borders and border ramp are not included. Borders will be billed as needed and approved by customer.

NOTES:

This quote is valid for 30 days only. Please allow 12-16 weeks lead time for production and installation. A copy of the official Purchase Order is due with this signed quotation to enter your order. The final balance is due in our office within 30 days after completion. Care will be taken, but PlaySouth is not responsible for utilities (public or private), landscaping and/or grass that is accidentally damaged during this construction project.

SubTotal		$ 71,280.20
Freight		$ 4,015.00
Sales Tax Rate	0.00%	
Installation Svcs (Burke Only)		$ 23,000.00
GRAND TOTAL		**$ 98,295.20**

COLORS:
As Rendered

Authorized signature & date:

A official copy of the Purchase Order for the Grand Total amount is required before an order can be placed.
Your signature, date and color selections must be completed above for order acceptance.
Full payment is due within 30 days after completion. Standard rock clause will apply to installation services.

Thank you for considering PlaySouth Playground Creators!!

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250
LYNMORE ESTATES PARK MACON
PROPOSAL #: 132-207616-1
COLOR KEY
TAN
GREEN
OLIVE
BLACK
GREEN/TAN
Play South
PLAYGROUND CREATORS
3D Designer: Kendra
SLIDES
Play equity is redefined with the latest play innovation – the 360™ Loop. This slide, transfer, climber combination allows for children of all abilities to have control over their play experience and be able to play and move independently in an all-new way.
PLAY VARIETY
This design offers the perfect solution for a great playspace and ensures that the necessary and age-appropriate play components are included. With various slides, climbers and spinning events, kids will be able to enhance physical fitness while having fun playing.
COGNITIVE
So many life skills are learned through play! Skills such as cognitive planning, mastering new concepts, problem solving and expression are developed naturally through play events like climbing, sliding and spinning.
CLIMBING
Climbing brings adventure and challenge to the playground while providing necessary developmental benefits such as balance, agility, upper and lower body strength and decision-making skills! When children climb, they develop confidence and take age appropriate risks that help build skills that will help them throughout their lives.
SOCIALIZATION
Children socialize and learn important skills such as empathy and communication through play. Providing a space where children of all abilities can play side by side is important for everyone.
SWINGING
The Freedom Swing brings the joy of swinging to children of all abilities. With a locked-in harness and comfort-designed seat, the Freedom Swing can be paired with standard swings to create a space everyone can enjoy.

Burke
PLAY THAT MOVES YOU
BCBURKE.COM • 800.248.1250
LYNMORE ESTATES PARK MACON
PROPOSAL #: 132-207616-1
Play South
PLAYGROUND CREATORS
3D Designer: Kendra

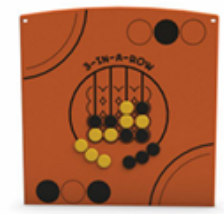
PROPOSAL #: 132-207616-1
LYNMORE ESTATES PARK MACON
Burke
PLAY THAT MOVES YOU
BCIBURKE.COM • 800.248.1230
Play South
PLAYGROUND CREATORS

Burke
PLAY THAT MOVES YOU
BCBURKE.COM • 800.264.1250
LYNMORE ESTATES PARK MACON
PROPOSAL #: 132-207616-1
Play South
PLAYGROUND CREATORS

FEATURED PLAY EVENTS

Freedom Swing Seat
The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat.

CRESCENT RAIN PANEL
Create the perfect play area for children with Burke's Interactive Play Panels. The play panels encourage exploration, interaction and develop fine-motor skills for children with all abilities.



3-In-A-Row Panel
Play panels offer opportunities for all children to develop skills, have fun and spend time learning outside. 3-In-A-Row is a way to bring games to the playground and teach cooperation.

FEATURED PLAY EVENTS

Ara Hex Shade
The Ara Shade System provides protection from the sun with 97% UV screen protection and is designed to withstand up to 90mph winds. The addition of Ara can change the entire look of the space and elevate the design to a whole new level!

DESIGN SUMMARY

PlaySouth Playground Creators is very pleased to present this Proposal for consideration for the Lynmore Estates Park located in Macon. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Macon/Bibb County Parks and Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Lynmore Estates Park
- Project Number: 132-207616-5
- User Capacity: 47
- Age Groups: 5 to 12, 2 to 12
- Dimensions: 60' 3" x 34' 10"
- Designer: Brenda Smoot

PlaySouth Playground Creators has developed a custom playground configuration based on the requirements as they have been presented for the Lynmore Estates Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 132-207616-5 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Lynmore Estates Park project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
13	6 / 3	6 / 0	0 / 0	7 / 2	3 / 2

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES
Area: 2097.9 sq.ft.
Perimeter: 190.1 ft.
STRUCTURE SIZE: 34' 10"x60' 3"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES LINE: ShadePlay Max | Burke Basics | Nucleus

SITE PLAN VIEW

GROUP:
Structure | Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 12

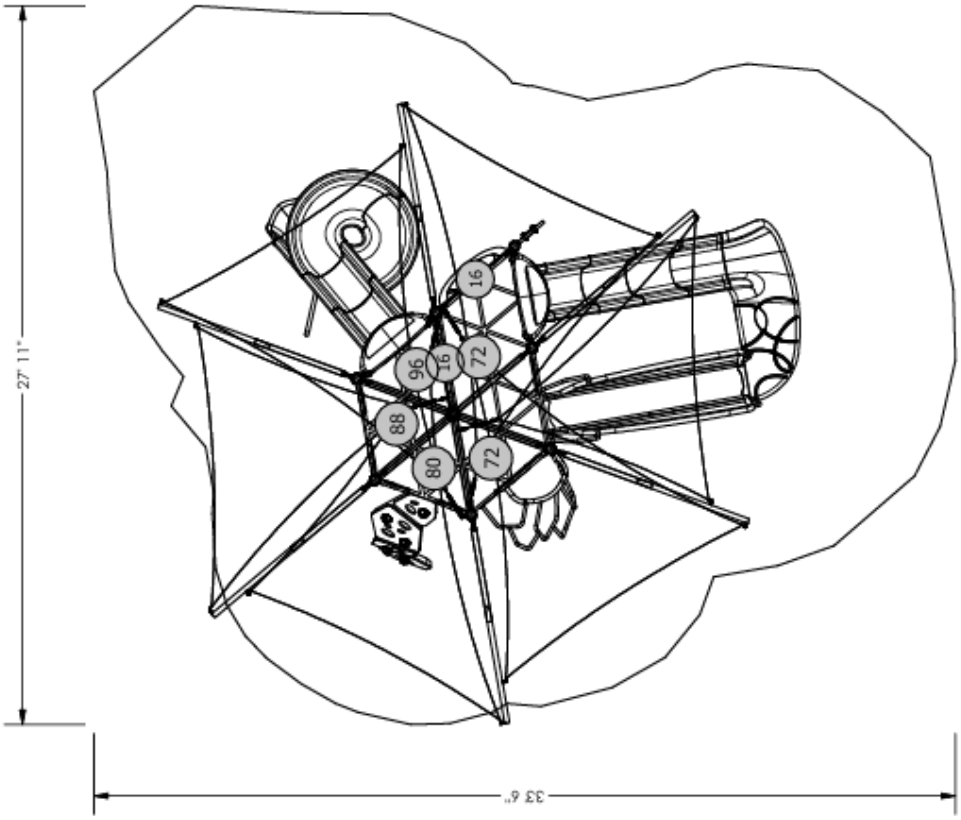
Lynmore Estates Park
Macon, GA 31206

Burke
PLAY THAT MOVES YOU.

04/24/2026

PlaySouth Playground Creators
132-207616-5
Designer: Brenda Smoot

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



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SERIES LINE: Nucleus

GROUP:
Structure

DESIGNED FOR AGES:
5 to 12

Lynmore Estates Park
Macon, GA 31206

Burke
PLAY THAT MOVES YOU.

SITE PLAN VIEW

04/24/2026

PlaySouth Playground Creators
132-207616-5

Designer: Brenda Smoot

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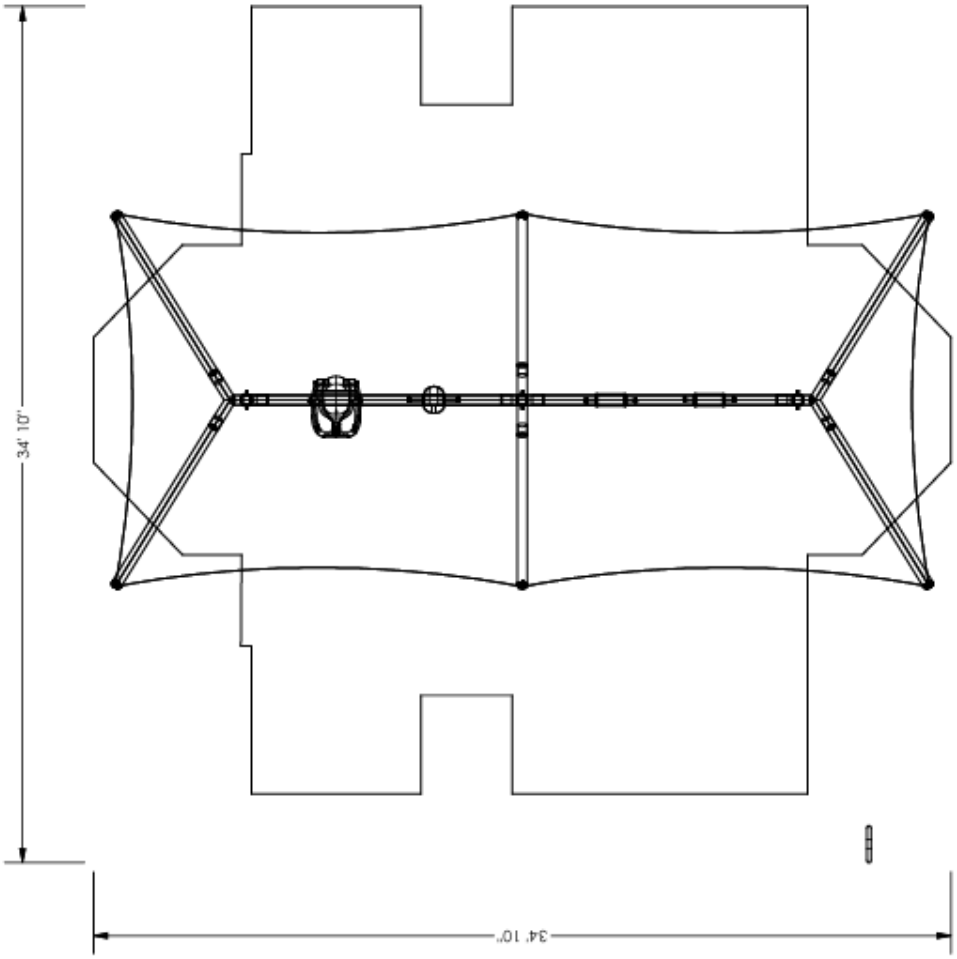

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
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The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

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STRUCTURE SIZE:34' 10"x60' 3"
POST SIZE(S):5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES LINE: ShadePlay Max | Burke Basics

SITE PLAN VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Lynmore Estates Park
Macon, GA 31206

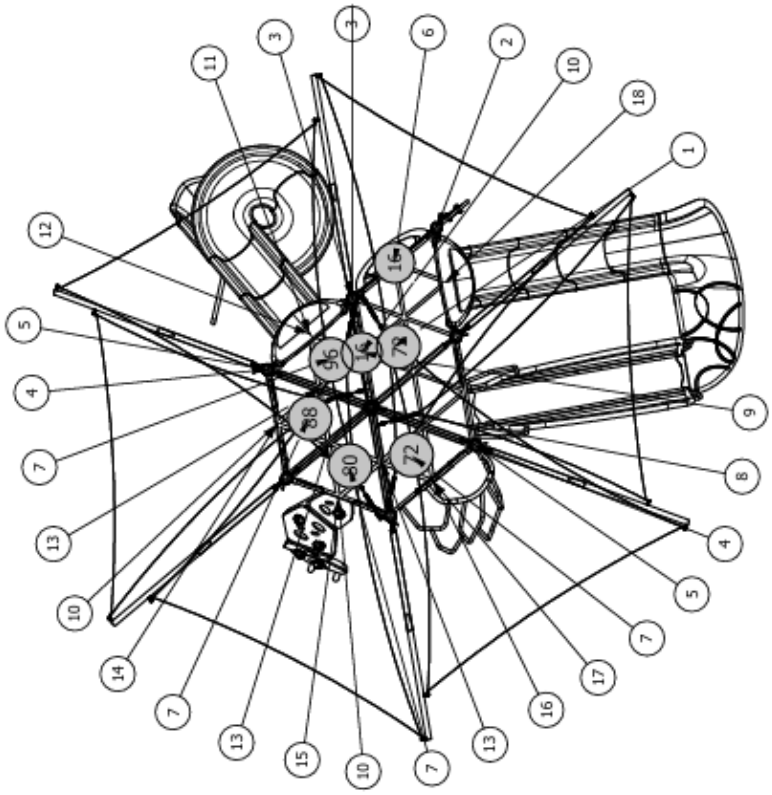
Burke
PLAY THAT MOVES YOU

04/24/2026

PlaySouth Playground Creators
132-207616-5
Designer: Brenda Smoot

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

ITEM	COMP.	DESCRIPTION
1	270-0132	HALF HEXAGON PLATFORM
2	570-2707	RAIN CRESCENT PANEL
3	470-0128	FLYLOW POD
4	670-1000	METAL STRUCTURE ID LABEL
5	670-0512	METAL 5-12 WARNING LABEL
6	570-1858	5-IN-A-ROW PANEL, ABOVE PLATFORM
7	270-0129	TRIANGLE PLATFORM
8	470-0678	ABA HEX SHADE CANOPY
9	270-0299	ABSTRACT PLATFORM LADDER 24"
10	270-0120	EVOLUTION URETARY ENCLOSURE
11	470-1058	ASTM VIPER SPIRAL 96
12	470-2805	SLIDE HOOD, HIGH SIDE WALL
13	270-0069	8" CLOSURE PLATE, ELLIPSE
14	370-2671	TREE BRANCH CLIMBER 88"
15	370-0235	POMPES LADDER 80
16	370-1721	IDN CLIMBER 64"-85"
17	270-0122	EVOLUTION OFFSET ENCLOSURE
18	470-0966	360 LOOP, 72"



SERIES LINE: Nucleus

COMPONENT VIEW

GROUP:
Structure

DESIGNED FOR AGES:
5 to 12

Lynmore Estates Park
Macon, GA 31206

Burke
PLAY THAT MOVES YOU.

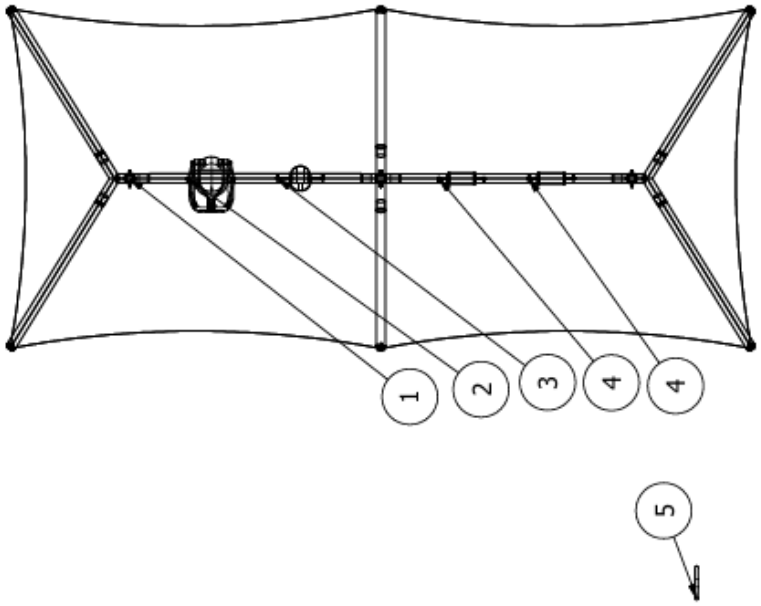
04/24/2026

PlaySouth Playground Creators
132-207616-5

Designer: Brenda Smoot

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

ITEM	COMP.	DESCRIPTION
1	550-0210	SHADEPLAY MAX DOUBLE BAY SWING CANOPY 15' X 33'
2	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
3	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN
4	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
5	580-1399	WELCOME SIGN, CUSTOM



SERIES LINE: ShadePlay Max | Burke Basics

COMPONENT VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Lynmore Estates Park
Macon, GA 31206

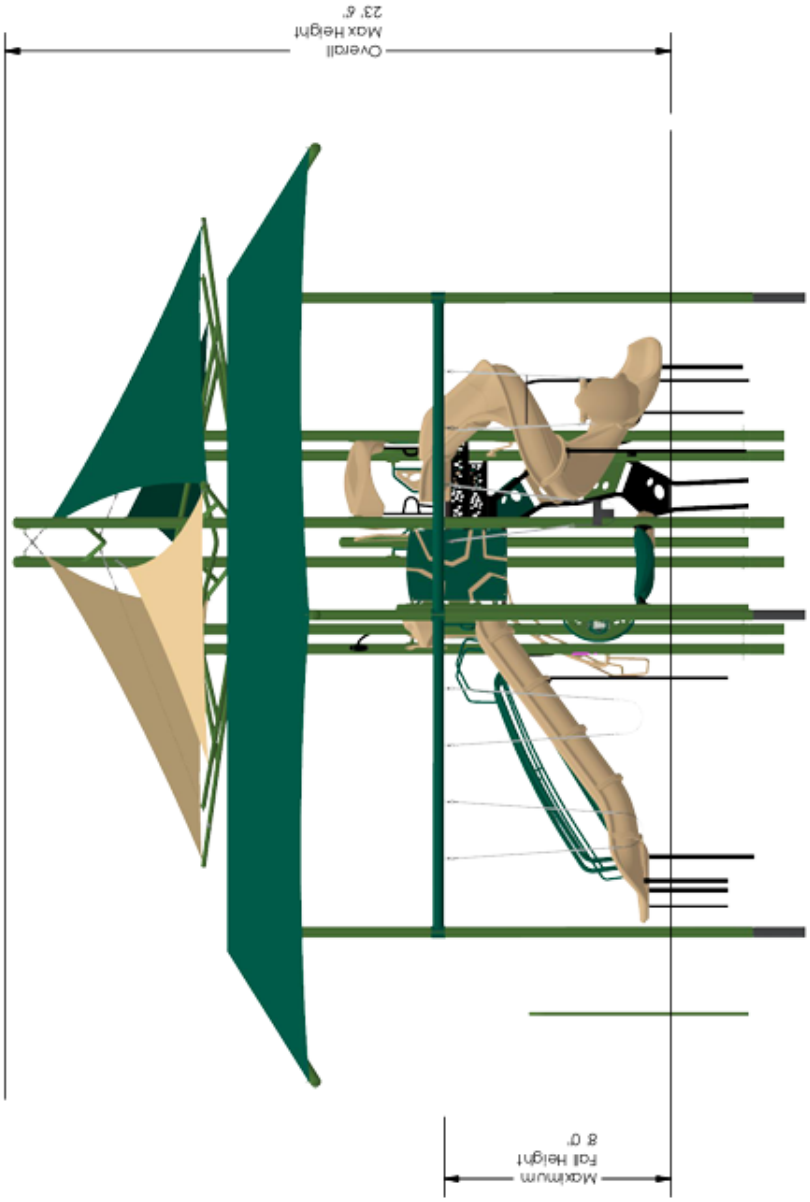
Burke
PLAY THAT MOVES YOU

04/24/2026

PlaySouth Playground Creators
132-207616-5

Designer: Brenda Smoot

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES LINE: ShadePlay Max | Burke Basics | Nucleus		ELEVATION VIEW
GROUP: Structure | Freestanding **DESIGNED FOR AGES:** 5 to 12, 2 to 12	**Lynmore Estates Park** Macon, GA 31206 Burke PLAY THAT MOVES YOU.	04/24/2026 **PlaySouth Playground Creators** **132-207616-5** Designer: Brenda Smoot

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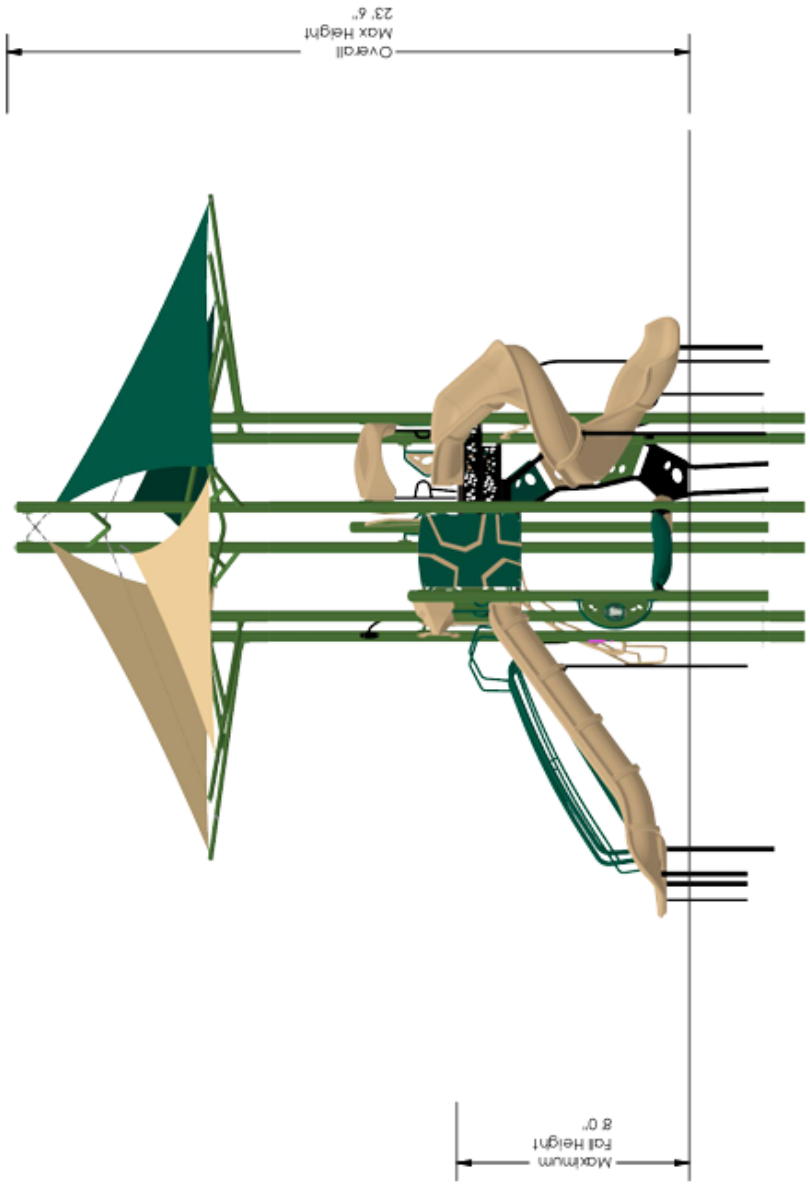

SERIES LINE: Nucleus		**ELEVATION VIEW**
GROUP: Structure **DESIGNED FOR AGES:** 5 to 12	**Lynmore Estates Park** Macon, GA 31206 Burke PLAY THAT MOVES YOU.	04/24/2026 **PlaySouth Playground Creators** **132-207616-5** Designer: Brenda Smoot

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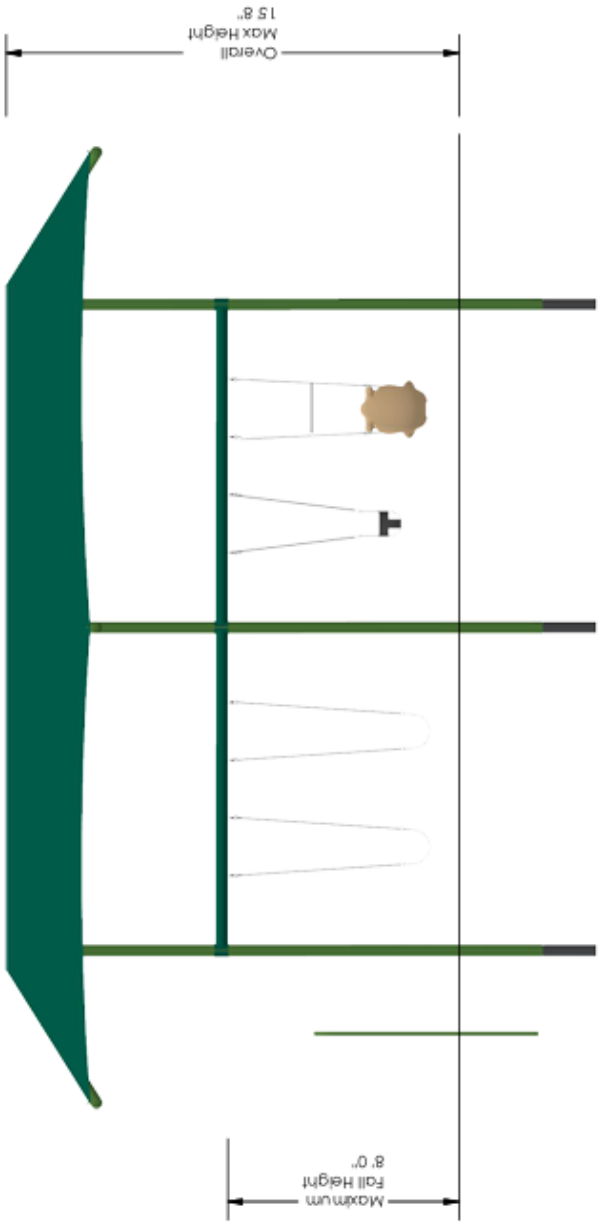
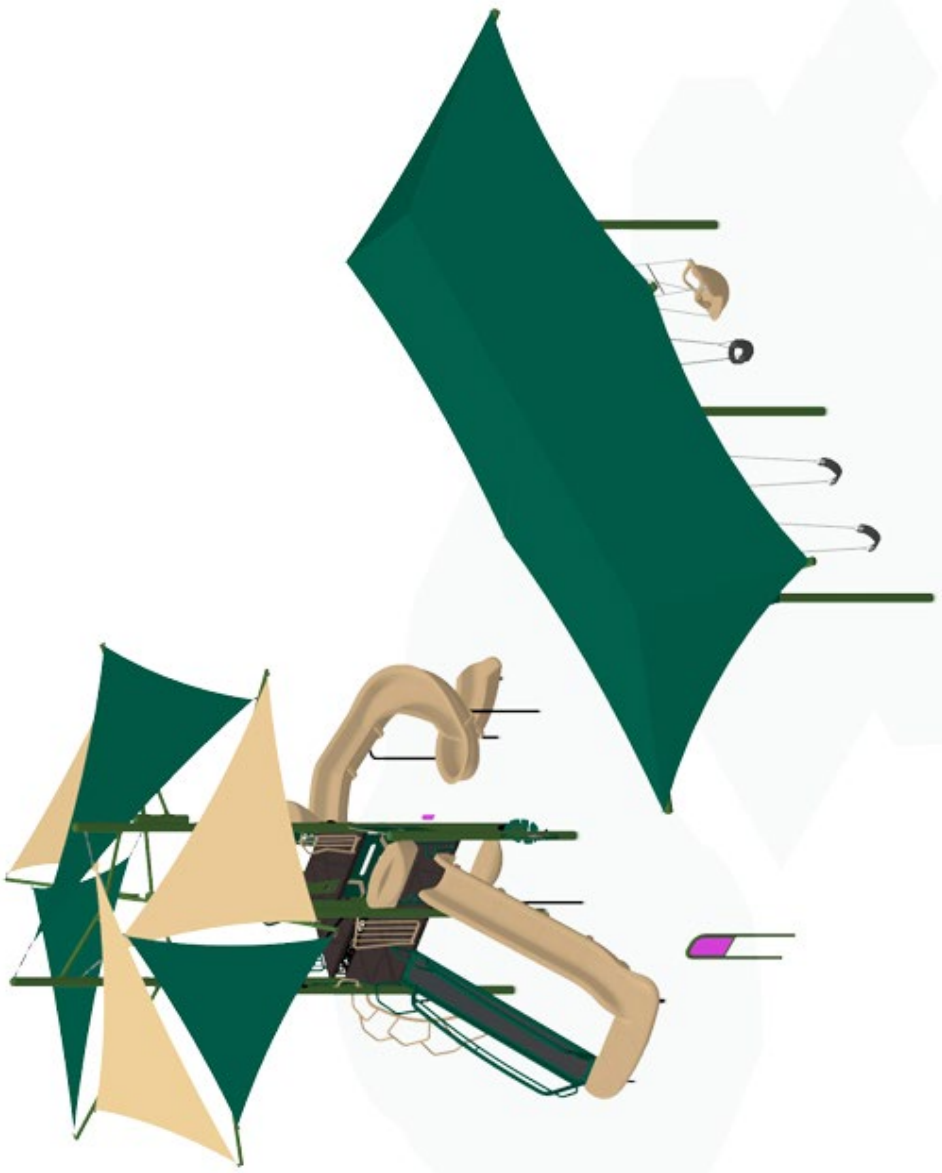


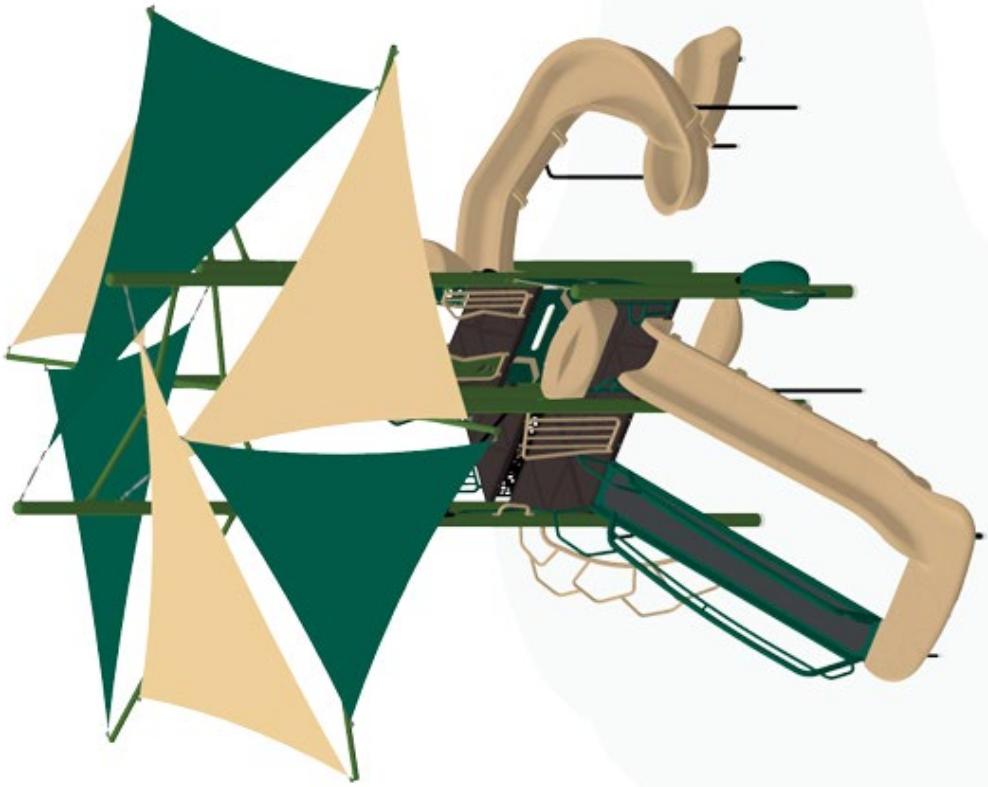
SERIES LINE: ShadePlay Max | Burke Basics		ELEVATION VIEW
GROUP: Freestanding **DESIGNED FOR AGES:** 2 to 12	**Lynmore Estates Park** Macon, GA 31206 Burke PLAY THAT MOVES YOU.	04/24/2026 **PlaySouth Playground Creators** **132-207616-5** Designer: Brenda Smoot

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES LINE: ShadePlay Max | Burke Basics | Nucleus		ISOMETRIC VIEW
GROUP: Structure | Freestanding **DESIGNED FOR AGES:** 5 to 12, 2 to 12	**Lynmore Estates Park** Macon, GA 31206 Burke PLAY THAT MOVES YOU.	04/24/2026 **PlaySouth Playground Creators** **132-207616-5** Designer: Brenda Smoot

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES LINE: Nucleus		ISOMETRIC VIEW
GROUP: Structure DESIGNED FOR AGES: 5 to 12	Lynmore Estates Park Macon, GA 31206 Burke PLAY THAT MOVES YOU.	04/24/2026 PlaySouth Playground Creators 132-207616-5 Designer: Brenda Smoot

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

SERIES LINE: ShadePlay Max | Burke Basics		ISOMETRIC VIEW
GROUP: Freestanding **DESIGNED FOR AGES:** 2 to 12	**Lynmore Estates Park** Macon, GA 31206 Burke PLAY THAT MOVES YOU.	04/24/2026 **PlaySouth Playground Creators** **132-207616-5** Designer: Brenda Smoot

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

PROPOSAL 132-207616-5 | 4/24/2026 | 2026 PRICING

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487 and CPSC. To verify product certification, visit www.ipema.org.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Structure

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-148C	5" OD X 148" CAPPED POST	1	0	0	78	78
072-0500-172C	5" OD X 172" CAPPED POST	1	0	0	90	90
072-0502-212S	5" OD X 212" SWAGED POST	6	0	0	111	666
270-0009	8" CLOSURE PLATE, ELLIPSE	3	0	0	8	24
270-0120	EVOLUTION UNITARY ENCLOSURE	3	0	0	34	102
270-0122	EVOLUTION OFFSET ENCLOSURE	1	0	0	34	34
270-0129	TRIANGLE PLATFORM	4	2	8	48	192
270-0132	HALF HEXAGON PLATFORM	1	6	6	144	144
270-0299	ABSTRACT PLATFORM LADDER 24"	1	1	1	24	24
370-0235	FORMIS LADDER 80	1	6	6	115	115
370-0871	TREE BRANCH CLIMBER 88"	1	4	4	33	33
370-1721	ION CLIMBER 64"-80"	1	2	2	50	50
470-0128	FLYLOW POD	2	2	4	27	54
470-0678	ARA HEX SHADE CANOPY	1	0	0	576	576
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	0	0	32	32
470-0966	360 LOOP, 72"	1	6	6	557	557
470-1058	ASTM VIPER SPIRAL 96	1	3	3	261	261
570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM	1	2	2	45	45
570-2707	RAIN CRESCENT PANEL	1	1	1	16	16
670-0427	5" OD X 11 GA POST EXTENSION	6	0	0	10	60
670-0512	METAL 5-12 WARNING LABEL	2	0	0	1	2
670-1000	METAL STRUCTURE ID LABEL	2	0	0	1	2

Total User Capacity: 43
Total Weight: 3,157 lbs
Total Price: $57,048

Freestanding

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN	1	1	1	12	12

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	2	1	2	10	20
550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN	1	1	1	38	38
580-1399	WELCOME SIGN, CUSTOM	1	0	0	45	45

ShadePlay Max

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
550-0210	SHADEPLAY MAX DOUBLE BAY SWING CANOPY 15' X 33'	1	0	0	1,569	1,569

Total User Capacity: 4
Total Weight: 1,684 lbs
Total Price: $14,605

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

PROPOSAL 132-207616-5 | 4/24/2026 | 2026 PRICING

COLOR SELECTION LIST | Default Color Option

GROUP 1 (Structure)

Accessory:	Black
HDPE 1 Color:	Olive
HDPE 2 Color:	Green-Tan-Green
Platform:	Brown
Post:	Olive
Rotomold Plastic:	Tan
Shade Canopy:	Green

GROUP 2 (Freestanding)

Accessory:	Black
HDPE 1 Color:	Olive
HDPE 2 Color:	Green-Tan-Green
Platform:	Brown
Post:	Olive
Rotomold Plastic:	Tan
Shade Canopy:	Green

PROPOSAL 132-207616-5 | 4/24/2026 | 2026 PRICING

COLOR SELECTION LIST | GardenMix-1

GROUP 1 (Structure)

Accessory:	Black
HDPE 1 Color:	Olive
HDPE 2 Color:	Green-Tan-Green
Platform:	Brown
Post:	Olive
Rotomold Plastic:	Tan
Shade Canopy:	Green

GROUP 2 (Freestanding)

Accessory:	Black
HDPE 1 Color:	Olive
HDPE 2 Color:	Green-Tan-Green
Platform:	Brown
Post:	Olive
Rotomold Plastic:	Tan
Shade Canopy:	Green

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070. **01/2025**

SUPPLEMENTAL PLAYGROUND WARRANTY

For Burke playgrounds installed by PlaySouth Playground Creators

Customer Name

Project Name

In addition to BCI Burke's non-prorated Generations Warranty, PlaySouth Playground Creators will at no additional cost to you, perform *free replacement* of any part failure covered under Burke's warranty! After our receipt of the replacement parts from Burke, these warranty repairs are performed by factory trained and industry certified personnel to assure you that your new playground will continue to provide fun, safe and durable play for years to come!

This zero-cost warranty provides you with the absolute lowest cost of ownership!

**See BCI Burke's Generations Warranty for complete details.*

_____ _____

for PlaySouth Playground Creators *Date*

Play South PLAYGROUND CREATORS

Burke® PLAY THAT MOVES YOU.

Play South
PLAYGROUND CREATORS

Unknown Obstacles and Rock Clause

The installation of playground equipment, shade structures, site furnishings and similar products requires the excavation of soil to install concrete footers. It is not uncommon to encounter small loose rock, small tree roots, packed clay or similar natural items in the soil as we dig, which is considered part of our standard operating procedures. However, on infrequent occasions we may encounter more substantial underground obstacles that either could not be anticipated, or are not native to the original soil. These include (but are not limited to) solid rock, below-grade tree stumps, old foundations and/or concrete footers, fill material or other such unknown obstacles.

If during the progress of the work, preexisting subsurface or latent physical conditions are encountered at the site, differing materially from the scope of work indicated in the contract, or if preexisting unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the typical work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing site conditions before the affected remedial work is performed.

Typically, if any unknown underground obstacles are encountered that impede the progress of the excavation more than 15 minutes, we will inform the customer immediately and request a change order to be executed on a time and material basis for remedial of the underground obstacle(s). Hourly rates will be specified in the change order. There will be a minimum of a 1-hour labor charge or a $50.00 minimum charge (whichever is higher), plus reimbursement of equipment rental fees (if any) on all change orders.

PO Box 492467 Atlanta, GA 30349 (770) 719-9005 www.playsouth.net

Affidavit Verifying Status for Macon-Bibb County Public Benefit Application

By executing this affidavit under oath, as an applicant for Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in 8 U.S.C. Section 1621 and O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit for:

_____

[**Name of natural person applying on behalf of** individual, business, corporation, partnership, or other private entity.]

Check one of the following two options.

1) _____I am a United States citizen.

OR

2) _____I am a legal permanent resident, eighteen (18) years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act eighteen (18) years of age or older and lawfully present in the United States**. ***

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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

_____ _____

Printed Name:

_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____DAY OF_____, 2026_

*_____
Alien Registration Number for Non-Citizens

_____
Notary Public
My Commission Expires:

**Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definitions of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number:*_

F:\LEGAL.K\SAVE\1Affidavit Verifying Status-Alien or Citizen.doc

Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(l)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on,

2026 in_____(city),_____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE_____DAY OF_____, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

_____

F:\LEGAL.K\SAVE\Contractor Affidavit 2011.doc

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E- Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub- subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on,

2026 in_____(city),_____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE_____DAY OF_____, 2026.
NOTARY PUBLIC

My Commission Expires:

_____

F:\LEGAL.K\SAVE\Subcontractor Affidavit 2011.doc

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract for _____ _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and_____(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub- subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub- subcontractor shall submit, at the time of such contract, this affidavit to _____ _____(name of subcontractor or sub-subcontractor with whom such sub- subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 2026 in_____(city),_____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE_____DAY OF_____, 2026.

NOTARY PUBLIC

_____
My Commission Expires:

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A BJA FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FROM THE DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS, IN THE AMOUNT OF $170,541.00, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE BIBB COUNTY SHERIFF'S OFFICE TO PURCHASE TECHNOLOGY EQUIPMENT AND FOR TRAINING; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Bibb County Sheriff's Office has been selected to receive a grant from the Department of Justice Office of Justice Programs BJA FY25 Edward Byrne Memorial Justice Assistance Grant Program, in the amount of $170,541.00, with no local match required; and

WHEREAS, The Bibb County Sheriff's Office will utilize the grant funds to purchase technology equipment and training to enable law enforcement to more efficiently and effectively investigate as well to enhance the resources that are currently in place to combat violent crime in the Macon-Bibb County community; and

WHEREAS, a copy of the grant award notification and grant conditions has been attached hereto as Exhibit A for review and reference purposes and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Bibb County Sheriff's Office; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is hereby authorized to accept the Department of Justice Office of Justice Programs BJA FY25 Edward Byrne Memorial

Justice Assistance Grant Program grant, in the amount of ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY-ONE DOLLARS AND 00/100 CENTS ($170,541.00), with no local match required, to be used by the Bibb County Sheriff's Office to purchase technology equipment and training to enable law enforcement to more efficiently and effectively investigate as well to enhance the resources that are currently in place to combat violent crime in the Macon-Bibb County community, substantially similar to those 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 _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2026 Miller Accepting OJP BJA FY25 Edward Byrne Memorial Justice Assistance Grant $170,541.00 - 8-3-26.docx

EXHIBIT A

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	MACON-BIBB COUNTY 700 POPLAR STREET
City, State and Zip:	MACON, GA 31201
Recipient UEI:	TVNBHEU6LLY9
Project Title: Violent Crime Reduction with the Emphasis on Gang and Drug Enforcement	**Award Number:** 15PBJA-25-GG-03459-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: $170,541.00	**Federal Award Date:** 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: M **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/28
Budget Period Start Date: 10/1/24	**Budget Period End Date:** 9/30/28

Project Description:

Proposal Abstract

The Bibb County Sheriff's Office respectfully submits this application for the FY25 JAG Grant. The Sheriff's Office requests funding of $170,541 for technology, equipment, and training to enable law enforcement to more efficiently and effectively investigate as well to enhance the resources that are currently in place to combat violent crime in the Macon-Bibb County community. The project specifically seeks to address violent crime reduction with emphasis on gang and drug enforcement by developing methods of targeted criminal apprehension, which should lower overall violent gun crime in Macon-Bibb County.

Local statistics document the significance of the proposed project. Demographic and economic statistics document the additional challenges faced by the community. These include poverty rates (24.7%) more than double the national average (10.6%), an ethnic population which is predominately high risk, and a geographic location providing convenient access to High Intensity Drug Trafficking Areas through multiple interstate pathways, which have shown to provide opportunities for outside criminals to enter and commit crimes withing Macon-Bibb County.

While the primary target area includes the local community, the Bibb County Sheriff's Office will enhance the utilization of innovative technology, the attendance of new targeted training opportunities, as well as obtain specific protective

equipment which will all lead to increased law enforcement operations. The proposed innovative technology, training, and equipment will enable the Sheriff's Office to address the target areas by dismantling criminal street gangs and combatting violent crime and drug trafficking in the community which will also address crime beyond Macon-Bibb County's boundaries. These efforts will be completed by the Bibb County Sheriff's Office, while also partnering with various federal agencies as well as Project Safe Neighborhoods representatives.

With the utilization of innovative technology, training and equipment, while additionally monitoring crime statistics, the Bibb County Sheriff's Office will be able to provide performance measures to guide decision making as the project progresses and to also document the effectiveness of the project. Analysis will include a compilation of local statistics and comparisons to similar data on the state and national level. It is extremely necessary to continue to enhance local crime fighting technology, training and equipment to couple with the current efforts to address violent crime and other public safety issues in an attempt to target crimes that negatively affect the safe communities in the Middle Goergia.

The Bibb County Sheriff's Office represents the designated law enforcement agency for Macon-Bibb County. The Sheriff's Office represents the most significant office of the County in terms of funding and positions. The BCSO Investigation Division and SIU/Gang Division will continue to assist in making it possible to initiate investigations as well as to process the evidence that will be presented to fight crimes within the local community.

The Bibb County Sheriff's Office consistently receives federal funding for a variety of programs and understands the compliance and reporting requirements associated with federal programs. The Sheriff's Office will commit to the resources necessary to ensure the success of the project. This comprehensive approach will combat violent crimes, reduce gang and drug activities by promoting long-term, sustainable empowerment to citizens.

Award Letter

July 31, 2026

Dear Lester Miller,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by MACON-BIBB COUNTY for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is $170,541.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to

ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for

this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
TVNBHEU6LLY9

Street 1
700 POPLAR STREET

Street 2

City
MACON

State/U.S. Territory
Georgia

Zip/Postal Code
31201

Country
United States

County/Parish

Province

Award Details

Federal Award Date
7/31/26

Award Type
Initial

Award Number
15PBJA-25-GG-03459-JAGX

Supplement Number
00

Federal Award Amount
$170,541.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14619351

Grant Manager Name	Phone Number	E-mail Address
Wai Yee Tsang-White	202-451-7159	Wai.Yee.Tsang-White@usdoj.gov

Project Title
Violent Crime Reduction with the Emphasis on Gang and Drug Enforcement

Performance Period Start Date	Performance Period End Date
10/01/2024	09/30/2028

Budget Period Start Date	Budget Period End Date
10/01/2024	09/30/2028

Project Description

Proposal Abstract

The Bibb County Sheriff's Office respectfully submits this application for the FY25 JAG Grant. The Sheriff's Office requests funding of $170,541 for technology, equipment, and training to enable law enforcement to more efficiently and effectively investigate as well to enhance the resources that are currently in place to combat violent crime in the Macon-Bibb County community. The project specifically seeks to address violent crime reduction with emphasis on gang and drug enforcement by developing methods of targeted criminal apprehension, which should lower overall violent gun crime in Macon-Bibb County.

Local statistics document the significance of the proposed project. Demographic and economic statistics document the additional challenges faced by the community. These include poverty rates (24.7%) more than double the national average (10.6%), an ethnic population which is predominately high risk, and a geographic location providing convenient access to High Intensity Drug Trafficking Areas through multiple interstate pathways, which have shown to provide opportunities for outside criminals to enter and commit crimes withing Macon-Bibb County.

While the primary target area includes the local community, the Bibb County Sheriff's Office will enhance the utilization of innovative technology, the attendance of new targeted training opportunities, as well as obtain specific protective equipment which will all lead to increased law enforcement operations. The proposed innovative technology, training, and equipment will enable the Sheriff's Office to address the target areas by dismantling criminal street gangs and combatting violent crime and drug trafficking in the community which will also address crime beyond Macon-Bibb County's boundaries. These efforts will be completed by the Bibb County Sheriff's Office, while also partnering with various federal agencies as well as Project Safe Neighborhoods representatives.

With the utilization of innovative technology, training and equipment, while additionally monitoring crime statistics, the Bibb County Sheriff's Office will be able to provide performance measures to guide decision making as the project progresses and to also document the effectiveness of the project. Analysis will include a compilation of local statistics and comparisons to similar data on the state and national level. It is extremely necessary to continue to enhance local crime fighting technology, training and equipment to couple with the current efforts to address violent crime and other public safety issues in an attempt to target crimes that negatively affect the safe communities in the Middle Goergia.

The Bibb County Sheriff's Office represents the designated law enforcement agency for Macon-Bibb County. The Sheriff's Office represents the most significant office of the County in terms of funding and positions. The BCSO Investigation Division and SIU/Gang Division will continue to assist in making it possible to initiate investigations as well as to process the evidence that will be presented to fight crimes within the local community.

The Bibb County Sheriff's Office consistently receives federal funding for a variety of programs and understands the compliance and reporting requirements associated with federal programs. The Sheriff's Office will commit to the resources necessary to ensure the success of the project. This comprehensive approach will combat violent crimes, reduce gang and drug activities by promoting long-term, sustainable empowerment to citizens.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for

authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm

(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period

of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated

executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is

required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49
Compliance with trauma kit standards
If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and

the approval (if any) will be at the discretion of OJP.

Condition 51
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.
Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an "information-communication restriction."
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) "DHS" means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.
1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.
Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this

condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
B. Applicability.
(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.
(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere with statutory law enforcement access to correctional facilities.
Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. For purposes of this condition:
(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)
(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).

(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.
(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
(a) is designed to prevent or to significantly delay or complicate, or
(b) has the effect of preventing or of significantly delaying or complicating.
(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55
The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56
Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may

be found here: https://bja.ojp.gov/funding/uas.

Condition 58
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 60
In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61
Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

Condition 62
Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an

Award Condition Modification (ACM) has been issued to remove this condition.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/28/26 1:34 AM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
B. Fringe Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$57,145	$0	$0	$0	$0	$0	$0	$0	$0	$0	$57,145
E. Supplies	$18,396	$0	$0	$0	$0	$0	$0	$0	$0	$0	$18,396
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
H. Procurement Contracts	$95,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$95,000
I. Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Direct Costs	$170,541	$0	$0	$0	$0	$0	$0	$0	$0	$0	$170,541
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$170,541	$0	$0	$0	$0	$0	$0	$0	$0	$0	$170,541
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	No

A. Personnel

Name List each name, if known.	Position List each position, if known.	Computation Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						$0		$0
					Total(s)	$0	$0	$0

Narrative

B. Fringe Benefits					
Name *List each grant-supported position receiving fringe benefits.*	**Computation** *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

C. Travel										
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**
Narrative										

D. Equipment

Item *List and describe each item of equipment that will be purchased*	Computation *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	*Unit Cost*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
KBT Kinetic Breaching Tool RAM Kit	1	$12,500.00	$12,500		$12,500
The APEX Raman Spectrometer	1	$44,645.00	$44,645		$44,645
		Total(s)	$57,145	$0	$57,145

Narrative

The APEX Raman Spectrometer is a handheld device used for trace, residue or bulk sampling/detection of explosives/narcotics substances. This device can be utilized on roadside drug interdiction scenarios to review substances inside of clear bags, containers, and similar enclosures to determine if the substance is a narcotic. The APEX Raman Spectrometer is the tool that would then test the found product to identify or confirm identification of it.

The KBT Kinetic Breaching Tool RAM Kit is a revolutionary new mechanical breaching tool that bridges the gap between traditional mechanical breaching and explosive entry. The KBT utilizes a proprietary .45 caliber blank cartridge to deliver up to 850 ft/lb of force through a hardened steel ram. This tool would provide local tactical teams the opportunity to enter building with violent suspects in a faster, safer, and more efficient manner than other methods.

E. Supplies

Supply Items *Provide a list of the types of items to be purchased with grant funds.*	Computation *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Computer and Technology Supplies	1	$18,396.00	$18,396		$18,396
		Total(s)	**$18,396**	**$0**	**$18,396**

Narrative

The updated computer and technology supplies will be utilized at various workstations within the Criminal Investigation Division of the Bibb County Sheriff's Office.

F. Construction						
Purpose *Provide the purpose of the construction*	**Description of Work** *Describe the construction project(s)*	**Computation** *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
				$0		$0
			Total(s)	**$0**	**$0**	**$0**
Narrative						

G. Subawards (Subgrants)

Description	Purpose	Consultant?			
Provide a description of the activities to be carried out by subrecipients.	*Describe the purpose of the subaward (subgrant)*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	**Non-Federal Contribution**	**Federal Request**
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
			Cost	**Duration or Distance**	**# of Staff**	**Total Cost**	**Non-Federal Contribution**	**Federal Request**
						$0		$0
					Total	$0	$0	$0

Narrative

H. Procurement Contracts

Description	Purpose	Consultant?			

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
Association of Firearms and Toolmark Examiners (AFTE)	To staff a firearms and toolmark laboratory wherein firearms and ballistics evidence and other evidence that will/has been collected as part of criminal investigations may be processed.	No	$95,000		$95,000
		Total(s)	**$95,000**	**$0**	**$95,000**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative

A Firearms and Toolmark Examiners Course will greatly improve current capabilities to combat gun crime in the Macon-Bibb County area. This will allow the Sheriff's Office to obtain forensic confirmation on firearms, which is required for courtroom ballistic evidence submission, in house, in much shorter periods of time than waiting for similarly trained state and federal agencies to provide this information. This would provide the Sheriff's Office personnel with faster investigative response times, allowing the opportunity to prosecute violent offenders sooner.

I. Other Costs

Description	**Computation**

List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).	*Show the basis for computation*						
	Quantity	***Basis***	***Cost***	***Length of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
					$0		$0
				Total(s)	**$0**	**$0**	**$0**

Narrative	

J. Indirect Costs					
Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ACCEPT FEDERAL HIGHWAY ADMINISTRATION FY 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT FUNDS IN THE AMOUNT OF $5,630,440.00 TO FUND THE DEVELOPMENT OF A MULTIUSE TRAIL AND SIDEWALK LOOP ALONG GRAY HIGHWAY; APPROPRIATING UP TO $1,407,610.00 FROM THE 2018 SPLOST FUND – ROADS, OTHER LINE ITEM, TO BE USED AS THE REQUIRED LOCAL MATCH FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission adopted the "Vision Zero Action Plan" (the Plan) in Resolution R-20-0263 on November 17, 2020, as the local road map to improving pedestrian, bicyclist, and motorist safety on Macon roads; and

WHEREAS, a core tenet of the Plan is to reduce pedestrian and bicyclist fatalities from collisions with motor vehicles to zero by 2040; and

WHEREAS, as Macon-Bibb County grows, with people using a wide variety of transportation options, the likelihood of a pedestrian or bicyclist encountering a motor vehicle increases, along with the likelihood of serious injury or death to non-motorists involved in incidents with vehicles; and

WHEREAS, the Macon-Bibb County Commission remains committed to making safe, accessible streets and transportation paths for users of many different types of transportation; and

WHEREAS, roadways in East Macon, particularly along Gray Highway, are part of Macon-Bibb's high injury network of roads having the greatest number of pedestrian-vehicle collisions and the highest rates of injury and death as a result of those collisions; and

WHEREAS, the Pedestrian Safety Review Board, the Complete Streets Committee and the Transportation Safety Manager developed a plan to create the "East Macon Loop," a system

of three miles of multi-use trails and one mile of sidewalk along Gray Highway, as more readily shown on Exhibit A, incorporated herein by reference, to provide a safe network of trails for pedestrians and bicyclists to use for transportation and recreation where they will not come in contact with motor vehicles; and

WHEREAS, to accomplish the construction of the East Macon Loop, Macon-Bibb County applied for and has been awarded $5,630,440.00 in SS4A Implementation grant funds, with a required 20% local match of $1,407,610.00, for a total projected expenditure of $7,038,050.00; and

WHEREAS, the Macon-Bibb County Commission desires to accept said award to cover the costs of constructing the East Macon Loop; and

WHEREAS, the Macon-Bibb County Commission further desires to appropriate the required matching local funds in the amount of $1,407,610.00 from 2018 SPLOST funds – Roads, Other line item; 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 authorizes the Mayor to accept the awarded Federal Highway Administration FY 24 Safe Streets and Roads for All (SS4A) Implementation grant funds in the amount of $5,630,440.00, to provide for the development and construction of the East Macon Loop..

Section 2.

The Macon-Bibb County Commission hereby authorizes the appropriation of up to $1,407,610.00 from the 2018 SPLOST fund – Roads, Other line item, as local matching funds for SS4A grant funds and to provide for the development and construction of the East Macon Loop.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

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

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

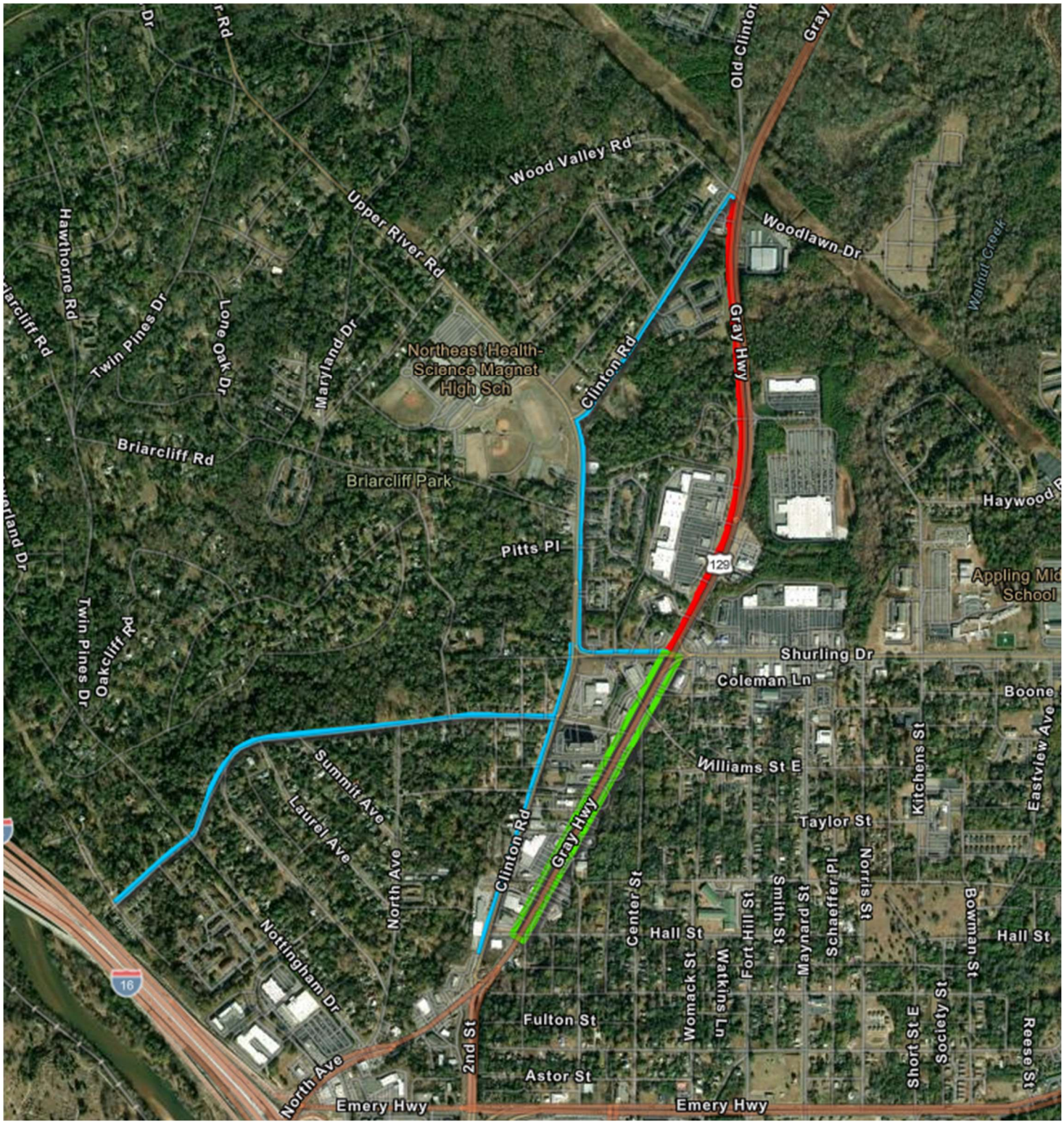
By:_____
LESTER M. MILLER, Mayor

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

J:\ORD MACON-BIBB\2026 Miller Authorizing Acceptance Of 2024 SS4A Implementation Grant And Appropraiting Match - 8-24-26.Docx

EXHIBIT A

East Macon Loop



The Red - Is where sidewalks will be installed

The Blue – Is where the multi-use trail will be installed

The Green – Is where GDOT has installed traffic calming measures

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GEORGIA RELEAF GRANT FROM THE GEORGIA TREE COUNCIL, IN AN AMOUNT OF UP TO $13,050.00, WITH NO LOCAL MATCH REQUIRED, TO PLANT OAK TREES AT FREEDOM PARK; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Georgia Tree Council administers the Georgia ReLeaf program with Urban and Community Forestry funding allocated from the Georgia Forestry Commission ("GFC") and the USDA Forest Service, as authorized by the Inflation Reduction Act; and

WHEREAS, Macon-Bibb County applied for and has been selected as a recipient of a Georgia ReLeaf grant, in an amount up to $13,050.00, with no local match required; and

WHEREAS, the Georgia Tree Council agrees to provide funding as a reimbursement for approved expenses incurred by the County purchasing and planting trees at Freedom Park; and

WHEREAS, Macon-Bibb County will utilize the grant funds to replace over 20 mature oak trees that are damaged due to storms and other natural causes to improve existing canopy and sustain ongoing healthy forest efforts; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the acceptance of the Georgia ReLeaf grant funds for the above-stated purpose upon the conditions described in Exhibit A, attached hereto and incorporated herein by reference; and

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

NOW, THof upE, 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 the Georgia Tree Council for acceptance of Georgia ReLeaf grant funds in an

amount of up to THIRTEEN THOUSAND FIFTY DOLLARS AND 00/100 CENTS ($13,050.00), with no local match, to replace over 20 mature oak trees that are damaged due to storms and other natural causes to improve existing canopy and sustain ongoing healthy forest efforts, 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 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 _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2026 Miller Accepting Georgia Releaf Grant $13,050 - 8-27-26.docx

EXHIBIT A

Congratulations!

After reviewing your application, the Georgia Tree Council ReLeaf committee approved your project for funding. We look forward to working with you as you increase essential tree canopy in your community! This year was extremely competitive, and your organization was among the 48% of applicants awarded funding.

Please review and sign the attached award agreement by September 15, 2026. Project managers should note the final report requirements and the process for making any project changes. All projects must be completed by March 31, 2027. Final reports can be submitted anytime after project completion, but must be completed in Submittable by 11:59 pm on April 16, 2027.

Resources are available to help you implement a successful Georgia ReLeaf project.

The **Georgia Tree Council** is developing a grant recipient resources page, which will be available by the end of September. It will contain handouts for tree giveaway events, our logos, information on project reporting, and more. The **Georgia Forestry Commission** is an incredible resource! If you are not already working with your regional Georgia Forestry Commission Community and Urban Forester, we urge you to connect with them.

- Contact your GFC community forester to receive free Tree Owner Manuals to be given away along with trees during giveaway events.
- Ask your GFC community forester to attend your giveaway event and provide tree selection, planting, and maintenance information to giveaway participants
- Consult with your GFC community forester before planting projects to answer site preparation, planting, and maintenance questions.

We also have resources available to support your community as it continues to protect, maintain, and grow tree canopy coverage to increase resilience and quality of life for its residents.

The Georgia Tree Council provides continuing education and networking opportunities through in-person training events, webinars, and the annual Georgia Tree Conference. Sign up to receive email updates on upcoming Georgia Tree Council programs. We'd also like to invite you to become a member of the Georgia Tree Council! Information on municipal, nonprofit, and tree board memberships is available on our website.

The Georgia Forestry Commission Community & Urban Forestry Department provides free consultation to Georgia municipalities. They can assist with tree ordinance development, train municipal employees, consult on street-tree and other municipal planting projects, and much more.

We look forward to seeing the positive impact of your Georgia ReLeaf project!

Sincerely,

Mel Sparrow	Alicia Holloway
Executive Director	Outreach Coordinator
Georgia Tree Council	Georgia Tree Council

Georgia ReLeaf funding is provided by the USDA Forest Service in partnership with the Georgia Tree Council and Georgia Forestry Commission

Tree giveaway projects will provide:

- Digital spreadsheet with the zip codes or addresses for each individual who receives a tree, and the number of trees (no more than 2 per individual) received
- Photos of the tree giveaway event or program

Any major changes to the original proposal must be outlined and approved beforehand, including:

- 20% or more of the trees in the approved list are changed
- Removal of any supplies included in the approved project proposal for giveaway events (mulch, watering aids)
- Changes in planting location or tree giveaway location
- Changes in major partnerships

x_____ date

Organization representative signature

Organization representative

Title

Organization

Email

Melanie Sparrow date 8/26/26

Mel Sparrow
Executive Director
Georgia Tree Council

CFDA 10.727
Federal ID 23-DG-11083113-500

GEORGIA RELEAF FUNDING AGREEMENT

Award #54592542

This Agreement is made and entered into on 8/24/2026, between the Georgia Tree Council and Macon Bibb County Parks and Beautification, UEI TVNBHEU6LLY9.

The Georgia Tree Council administers the Georgia ReLeaf program with Urban and Community Forestry funding allocated from the Georgia Forestry Commission (GFC) and the USDA Forest Service authorized by the Inflation Reduction Act, Subtitle D, Sec. 23003 (a). State and Private Forestry Conservation Programs.

Macon Bibb County Parks and Beautification has been selected as a recipient of the 2026 Georgia ReLeaf grant and will be reimbursed up to **$13050** to fund the **planting** project outlined in the approved grant application, submission #54592542. Funding will be dispensed as a reimbursement upon receipt of the final report, including documentation of approved purchases.

Grantee agrees, per Inflation Reduction Act funding requirements, to carry out all grant activities in match-waiver qualified areas.

Grantee agrees to acknowledge funding support in all promotional and advertising materials published in connection with this agreement. The following statement will be used to acknowledge the funding support: "Funding is provided by the USDA Forest Service in partnership with the Georgia Tree Council and Georgia Forestry Commission."

Grantee agrees to complete the Georgia ReLeaf project by March 31, 2027 and submit a final report by April 16, 2027.

Grantee agrees to provide Georgia Tree Council with a final report on Submittable.com which will include:

- List of project expenses and supporting documentation of paid invoices/receipts for the approved Georgia ReLeaf expenses
- Summary of the completed project, including documentation of project promotion
- Number of volunteers that supported the Georgia ReLeaf project
- Total number of volunteer hours that supported the Georgia ReLeaf project

Tree planting projects will provide:

- The address or GPS coordinates of the planting sites
- Photos of the location before, during, and after installation or of any events held in conjunction with the planting project

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION SETTING THE MILLAGE RATE AT 9.575 MILLS, TO BE LEVIED AND ASSESSED FOR THE YEAR 2026 UPON THE TAXABLE PROPERTY LOCATED IN THE MACON-BIBB COUNTY TAX DISTRICT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 48-5-32.1 provides that the Macon-Bibb County Commission shall establish an annual millage rate to be levied and assessed on taxable property throughout Macon-Bibb County tax district; and

WHEREAS, an advertisement appeared in the August 19, 2026, edition of the Macon Reporter, in accordance with O.C.G.A. § 48-5-32.1, advertising an intent to set the tax year 2026 millage rate at 9.575, being the same millage rate levied in tax year 2025, and being an increase of 0.813 mills over the "rollback" millage rate of 8.762 mills, and that, prior to voting on the millage rate, there would be three public hearings, to be held at 12:00 Noon on Friday, August 28, 2026; 9:00 A.M. on Tuesday, September 1, 2026; and 6:01 P.M. on Tuesday, September 1, 2026, in the Commission Chambers at Macon City Hall, 700 Poplar Street, Macon, Georgia; and

WHEREAS, copies of the advertisements were posted on the official website of Macon-Bibb County, at https://www.maconbibb.us/proposedfy27budget/ on August 18, 2026, and remained accessible for public viewing through the adoption of this Ordinance; and

WHEREAS, an advertisement appeared in the August 19, 2026, edition of the Macon Reporter, in accordance with O.C.G.A. § 48-5-32, advertising that the millage rate would be set on September 1, 2026, at 6:05 P.M., at the regular meeting of the Macon-Bibb County Commission, following the aforementioned public hearing thereon, in the Commission Chambers at Macon City Hall, 700 Poplar Street, Macon, Georgia; and

WHEREAS, the Macon-Bibb County Commission met and held one public hearing on Friday, August 28, 2026, and two public hearings on Tuesday, September 1, 2026, in accordance with the advertisements that were run; 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.

For the purpose of defraying the necessary expenses of Macon-Bibb County, Georgia for sustaining the credit thereof, for supporting and maintaining government, and for other purposes, a millage rate of 9.575 mills is hereby levied and assessed for the year 2026 upon the taxable property located in the Macon-Bibb County Tax District, previously established by Ordinance No. O-14-0044. The Finance Officer has prepared an exhibit reflecting said millage rate which has been attached hereto as Exhibit A, and is incorporated herein by reference.

Section 2.

Except as otherwise provided herein, for purposes of the assessment, revaluation, and collection of property taxes for Macon-Bibb County, Georgia, any special tax districts (including, but not limited to, Tax Allocation Districts (TADs) and Business Improvement Districts (BIDs)), previously created by Macon-Bibb County, Bibb County or the City of Macon and presently in effect for road repair, street lighting, or other governmental purposes shall not be affected by the adoption of this ordinance and shall continue in full force and effect for any subject property.

Section 3.

The methods and requirements for the payment and collection of property taxes heretofore established and utilized for the previous year, including but not limited to the due dates and in what length of time taxes must be paid, are hereby reaffirmed as the methods and requirements for Macon-Bibb County, Georgia.

Section 4.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5.

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 6.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 7.

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 8.

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

Section 9.

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 10.

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 _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2026 Miller Adopting FY27 Millage Rate 9.575 8-19-26.Docx

EXHIBIT A

EXHIBIT "A"

MACON BIBB COUNTY TAX DISTRICT
TAX DIGEST VALUATIONS, MILLAGE RATE AND AD VALOREM TAXES
FOR THE FISCAL YEAR BEGINNING JULY 1, 2026
AND ENDING JUNE 30, 2027

Tax Digest Valuations:

Real & Personal	$	7,559,203,387
Motor Vehicles		26,007,560
Mobile Homes		11,540,114
Timber - 100%		554,238
Heavy Duty Equipment		381,675
Gross Digest		7,597,686,974
Less: Exemptions		595,464,523
NET DIGEST VALUE	$	7,002,222,451
Gross Maintenance & Operation Millage		22.3016
Less: Millage Rate Rollback		12.7266
NET M&O MILLAGE RATE		9.5750
Total Macon Bibb County Taxes Levied	$	67,046,342

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THAT PORTION OF COTTON AVENUE RUNNING BETWEEN FIRST STREET AND MULBERRY STREET LANE, AND THAT PORTION OF MULBERRY STREET LANE RUNNING BETWEEN COTTON AVENUE AND SECOND STREET IN HONOR OF OTIS REDDING IN RECOGNITION OF HIS ACHIEVEMENTS IN MUSIC AND SIGNIFICANT CONTRIBUTIONS TO THE MACON-BIBB COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED $500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT DEPARTMENT FOR THE PURCHASE OF MATERIALS AND SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to recognize the legacy of Otis Redding by dedicating that portion of Cotton Avenue running between First Street and Mulberry Street Lane, and that portion of Mulberry Street Lane running between Cotton Avenue and Second Street in his honor; and

WHEREAS, Otis Redding was born on September 9, 1941, in Dawson, Georgia, and his family moved to Macon when he was two years old; and

WHEREAS, Otis Redding began his career as a singer and musician in the choir of Vineville Baptist Church, attended and participated in the school band at Ballard Hudson High School, and competed in the Douglass Theatre talent shows for the five-dollar prize as a teenager, winning 15 times straight before he was no longer allowed to compete; and

WHEREAS, Otis Redding joined Johnny Jenkins and the Pinetoppers in 1958, and would also sing at the "Teenage Party" talent shows sponsored by local celebrity disc jockey Hamp "King Bee" Swain on Saturday mornings, initially at the Roxy Theater and later at the Douglass Theatre in Macon; and

WHEREAS, Otis Redding married his wife, Zelma Atwood, in 1961, and together they had three children: Dexter, Karla, and Otis III; and

WHEREAS, in 1962, Otis Redding recorded and released "These Arms of Mine", and later went on to release many hit singles including "I've been Loving You Too Long," "Respect," "Try A Little Tenderness," and "(Sittin' On) The Dock of the Bay," during his tragically short career; and

WHEREAS, after years of ambition and drive, Otis Redding's sacrifices paid off and he toured throughout the United States, Canada, Europe, and the Caribbean, enjoying the biggest box office smashes of any touring performer during his time and earning nominations in three categories by the National Academy of Recording Arts & Sciences ("NARAS") for recordings he made during 1967; and

WHEREAS, Otis Redding collaborated with Phil and Alan Walden to found Redwal Music Company, a hub for R&B music innovation that stood as Macon's pioneering integrated office complex, surpassing even Motown by employing a greater number of African-American musicians; and

WHEREAS, as president of Redwal Music Company, Otis Redding was very active in the company's operation and was directly responsible for the company's leadership in the music publishing field which, to date, has copyrighted over 200 commercially successful songs and published many songs that have sold in excess of one million copies each; and

WHEREAS, Otis Redding also formed his own record label, Jotis Records, in 1965; and

WHEREAS, education was extremely important to Otis Redding and during his lifetime, he provided scholarships to students through the Otis Redding Scholarship Fund, financed local educational initiatives and hosted a summer camp for underserved youth on his 300-acre ranch; and

WHEREAS, Otis Redding was posthumously inducted into the Georgia Music Hall of Fame in 1981, the Rock & Roll Hall of Fame in 1989, and was recognized with a Lifetime Achievement Grammy Award in 1999; and

WHEREAS, the idea that music could be a universal force, bringing together different races and cultures, was central to Otis Redding's personal philosophy and reflected in his everyday life; and

WHEREAS, Otis Redding's music and legacy lives on through the work of his family, the Otis Redding Foundation, and the Otis Redding Center for the Arts; and

WHEREAS, in light of Otis Redding's musical achievements and significant contributions to the Macon-Bibb Community, the Macon-Bibb County Commission now desires to formally recognize the indelible mark his work left on the community and dedicate that portion of Cotton Avenue running between First Street and Second Street, as more clearly shown on the attached Exhibit A, incorporated herein by reference, as "Otis Redding Way"; and

WHEREAS, in order for the Facilities Management Department to purchase materials to install signage in honor of Otis Redding, an appropriation and amendment to the FY 27 budget 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

That portion of Cotton Avenue running between First Street and Mulberry Street Lane, and that portion of Mulberry Street Lane running between Cotton Avenue and Second Street shall henceforth be and hereby is dedicated in honor of Otis Redding and his significant leadership and service to the Macon-Bibb Community.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed $500.00 from the General Fund – Fund Balance to the Facilities Management budget for FY 27, for the purpose of providing funds for the purchase of materials and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor, the County Manager, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

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

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this

Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

T:\ORD MACON-BIBB\2026 Miller Dedicating Cotton Ave to Otis Redding - Updated 8-26-26.docx

EXHIBIT A

Hart's Mortuary and Cremation Center
Otis Reading
Bibb County Courthouse
Magistrate Court
Mulberry St Ln
Cherry St
New St Ln
1st St
Mulberry St
Lamar Park
First Presbyterian Church Macon (PCA)
Electric Vehicle Charging Station
Alex Sanders
AirGarage | Public Parking
Centene Corporation
Kelley, Lovett & Sanders, PC
Alderman, Jonathan A
Anderson, Walker & Reichert, LLP
Messenburg Park
J. Reid's Tavern
Otis Redding Museum
Cotton Ave
Law Office of Paul Christian
VJS CUTZ & STYLES
Bombshell Beauty
Lighthouse Law Firm
McEachern Art Center
Gangnam Grill
Korean
Adams, Hemingway, Wilson & Rutledge
Olde World Barber Shoppe Macon
Macon City Auditorium
Cherry St Ln
2nd St
2nd St Ln
C Alan Wheeler PC
The Woodward Hotel
4.6 (117)
2-star hotel
SkinT Esthetics
Loom Comfort Kitchen & Cocktails
Hotel Forty Five, Macon, A Tribute Portfolio Hotel
RDG Ventures
Paramount Barber & Style Shop
The Law Office of Mahdi Abdur-Rahman
Downtown Grill
Steak
Arnold & Arnold
M&R Marketing
Green Light Gallery
Otis Redding Foundation &...
Rosa Parks Square
Dr. King Visit Memorial
SGT Rodney Davis Memorial
The Monkey's Paw Tiki Lounge
Pink Confetti Rentals
Truist
Internal Revenue Service (IRS) Taxpayer...
Hogue

LEGISLATIVE SPONSORS

☐ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☑ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE EMORY AVENUE IN HONOR OF PASTOR H. LARRY EASON IN RECOGNITION OF HIS LEADERSHIP AND SERVICE TO THE GREATER LITTLE ROCK BAPTIST CHURCH; APPROPRIATION OF AN AMOUNT NOT TO EXCEED $500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT DEPARTMENT FOR THE PURCHASE OF MATERIALS AND SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, District 2 Commissioner Paul Bronson desires to sponsor this Ordinance to dedicate Emory Avenue in honor of Pastor H. Larry Eason; and

WHEREAS, Pastor Hollis Larry Eason, the youngest of ten children, was born on July 31, 1951, to the late Edward A. Eason and Ella C. Eason Webb; and

WHEREAS, as a child, Pastor Eason was raised in Macon, Georgia, attending Union Missionary Baptist Church and graduating from Peter G. Appling High School in 1969, experiences that would build a strong foundation of faith, service, and dedication to community that would go on to define Pastor Eason's life and legacy; and

WHEREAS, upon his graduation from Bibb County Public Schools, Pastor Eason enrolled at Fort Valley State University; however, Pastor Eason's time at Fort Valley State University was cut short, as he answered the call to duty, proudly joining the United States Navy and serving honorably until his discharge in 1972; and

WHEREAS, upon his separation from the Navy, Pastor Eason worked at the Federal Railroad Administration before beginning a highly successful career in insurance, with Pastor Eason cofounding the Eason-Walker Insurance Agency, and later building another agency, Eason, Eason & Associates Insurance Agency, with his son Gerren in 2010; and

WHEREAS, Pastor Eason's business acumen and dedication to his community earned his first insurance agency, the Eason-Walker Insurance Agency, recognition from the Georgia Legislative Black Caucus as a Small Business of the Year; and

WHEREAS, in addition to his love and skill for business, Pastor Eason maintained his passion and dedication to faith and community, remaining active in his childhood church throughout his life, before answering the call to ministry in 2001; and

WHEREAS, on September 11, 2002, Pastor Eason assumed the pastorship at Greater Little Rock Baptist Church, and was formally ordained by Pastor David Stanley on October 27, 2022; and

WHEREAS, Pastor Eason approached his calling authentically, emphasizing that to live biblically, one must immerse themselves in the text of the Bible, and led by example, earning biblical degrees from Mercer University and the Caroline University of Theology; and

WHEREAS, Pastor Eason recognized the need for the Church to actively address the challenges facing the surrounding community, founding Out and Up, Inc., a non-profit focused on early childhood education, as well as instituting early-morning enrichment programs for all-ages, developing seminars and conferences to strengthen community connections, and leading an extensive renovation of the church building, to ensure it was safe and accessible for all members and those seeking spiritual growth, ultimately welcoming more than 300 individuals into their church community; and

WHEREAS, Pastor Eason was an avid sportsman, enjoying baseball, softball, and golf, as well as fishing with his mother and many friends and family; and

WHEREAS, of his achievements and service, his proudest accomplishment was the life and family he built with his devoted wife Cynthia, and guiding their four children, Hollie, Phanesha, Phanico, and Gerren as they grew up, and eventually, enjoying time with their grandchildren; and

WHEREAS, the friends, family, and church community that knew Pastor Eason all note that he was a man of his word, who lived by example, stressing faith in all aspects of life, even as he courageously battled cancer, never failing to fulfil his pastoral duties or counsel someone in need until he was called home on January 28, 2012; and

WHEREAS, in light of Pastor Eason's leadership of the Greater Little Rock Baptist Church, the Macon-Bibb County Commission now desires to formally dedicate Emory Avenue,

as more clearly shown on the attached Exhibit A, incorporated herein by reference, as "Pastor H. Larry Eason Way"; and

WHEREAS, the Macon-Bibb County Naming & Dedication Policy, passed by the Macon-Bibb County Commission and on file with the Clerk of Commission as R-14-0031, generally requires that individuals for whom Macon-Bibb County-owned facilities are named or dedicated undergo a background check; and

WHEREAS, in this instance the Macon-Bibb County Commission finds good cause why that provision of the Naming & Dedication policy be waived; and

WHEREAS, in order for the Facilities Management Department to purchase materials to install signage in honor of Pastor Eason. an appropriation and amendment to the FY 27 budget 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

That Emory avenue shall henceforth be and hereby is dedicated in honor of Pastor H. Larry Eason and his significant leadership and service to the Greater Little Rock Baptist Church.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed $500.00 from the General Fund – Fund Balance to the Facilities Management budget for FY 27, for the purpose of providing funds for the purchase of materials and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor, the County Manager, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

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

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into

law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

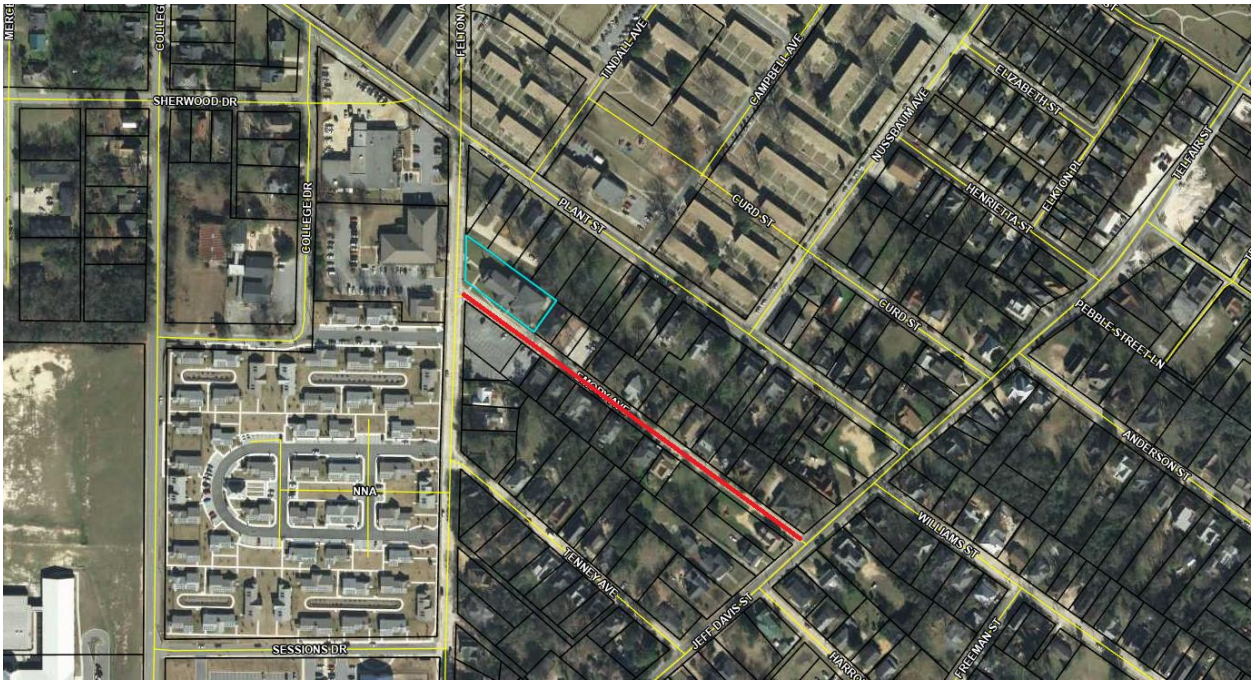
SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

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

J:\ORD MACON-BIBB\2026 Bronson Dedicating Emory Ave to Pastor H. Larry Eason 8-20-26.docx

EXHIBIT A



This above-image shows that portion of Emory Avenue, running between Felton Avenue and Telfair Street that are to be dedicated to the late Pastor H. Larry Eason, as indicated in red. The site of the Greater Little Rock Baptist Church, led by Pastor Eason between 2002 and 2012 is outlined in blue.