



**PUBLIC HEARING APPLICATION
 REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS**

A properly completed application and fees are due at the time of submittal. **An incomplete application will not be accepted.** Original signatures are required for the Application.

REQUIRED ITEMS	NUMBER OF COPIES	REQUIRED	PROVIDED
Completed Application Form	• 1 original	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Boundary Survey with Legal Description	• 1 full size copy • 1- 8-1/2" x 11" or 11" x 17" reduction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Site Plan	• 1 full size Copy • 1- 8-1/2" x 11" or 11" x 17" reduction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Architectural Elevations	• 1 copy	<input type="checkbox"/>	<input type="checkbox"/>
Letter of Intent	• 1 copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Applicant Certification with Notarized Signature	• 1 copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Property Owner Certification with Notarized Signature	• 1 copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Standards Governing Exercise of the Zoning Power	• 1 copy	<input type="checkbox"/>	<input type="checkbox"/>
Disclosure Report Form (Conflict of Interest Certification/Campaign Contributions)	• 1 copy	<input type="checkbox"/>	<input type="checkbox"/>
Verification of Paid Property Taxes (most recent year)	• One (1) Copy (per tax parcel)	<input type="checkbox"/>	<input type="checkbox"/>
Electronic copy of complete package	• One (1) copy	<input type="checkbox"/>	<input type="checkbox"/>
Application Fee	• Make checks payable to the City of Peachtree Corners	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Community Information Meeting Certification	• 1 copy	<input type="checkbox"/>	<input type="checkbox"/>
Specimen Tree Survey	• 1 copy	<input type="checkbox"/>	<input type="checkbox"/>
ADDITIONAL EXHIBITS (IF REQUIRED)			
Additional site plan requirements for the RM Districts, R-TH, R-ZT, Modified, CSO, OBP, MUD or MUO rezoning requests	• 1 copy	<input type="checkbox"/>	<input type="checkbox"/>
Traffic Study	• 1 copy	<input type="checkbox"/>	<input type="checkbox"/>
Development of Regional Impact Review Form	• 1 copy	<input type="checkbox"/>	<input type="checkbox"/>
Other Information Needed to Review Application (as determined by Community Development staff)	• _____	<input type="checkbox"/>	<input type="checkbox"/>
	• _____	<input type="checkbox"/>	<input type="checkbox"/>

REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS APPLICATION

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF PEACHTREE CORNERS, GEORGIA

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME: <u>MARVIN OMAR SANTOS</u>	NAME: <u>Gwinnett Walk, LLC</u>
ADDRESS: <u>600 Mattie Farm Place</u>	ADDRESS: <u>3476 Holcomb Bridge Rd</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Peachtree Corners</u>
STATE: <u>GA</u> ZIP: <u>30045</u>	STATE: <u>GA</u> ZIP: <u>30092</u>
PHONE: <u>678-234-5845</u>	PHONE: <u>678-760-0642</u>
E-MAIL: <u>MARVINSANTOS5331@GMAIL.COM</u>	E-MAIL: <u>johnjamont@yahoo.com</u>
APPLICANT CONTACT, IF DIFFERENT THAN ABOVE	
CONTACT PERSON: _____ PHONE: _____	
CONTACT'S E-MAIL: _____	

APPLICANT IS THE:

OWNER'S AGENT PROPERTY OWNER CONTRACT PURCHASER

PRESENT ZONING DISTRICTS(S): C-2 REQUESTED ZONING DISTRICT: SUP

LAND DISTRICT(S): 283 LAND LOT(S): 6 ACREAGE: 3.05

ADDRESS OF PROPERTY: 3476 Holcomb Bridge Rd. Norcross, Ga 30092

PROPOSED DEVELOPMENT: Pawn Shop

Staff Use Only This Section

Case Number: _____ Hearing Date: P/C _____ C/C _____ Received Date: _____

Fees Paid: _____ By: _____

Related Cases & Applicable Conditions:

Description:

APPLICANT'S RESPONSE
STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

Pursuant to section 1702 of the 2012 zoning resolution, the city council finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.

PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

- A. Will this proposed rezoning, special use permit, or change in conditions permit a use that is suitable in view of the use and development of adjacent and nearby property?
see attached

- B. Will this proposed rezoning, special use permit, or change in conditions will adversely affect the existing use or usability of adjacent or nearby property?
see attached

- C. Does the property to be affected by a proposed rezoning, special use permit, or change in conditions have reasonable economic use as currently zoned?
see attached

- D. Will the proposed rezoning, special use permit, or change in conditions will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
see attached

- E. Will the proposed rezoning, special use permit, or change in conditions is in conformity with the policy and intent of the land use plan?
see attached

- F. Are there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning, special use permit, or change in conditions?
see attached



APPLICANT'S RESPONSE
STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

Pursuant to section 1702 of the 2012 zoning resolution, the city council finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.

PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

A. Will this proposed rezoning, special use permit, or change in conditions permit a use that is suitable in view of the use and development of adjacent and nearby property?

Yes. Tucker Pawn and Jewelry LLC has been in operating since 2014 and during its operations has not had any negative impact on the use and development of nearby and adjacent properties. Tucker Pawn would be a viable business within the Holcomb Bridge Corridor District as it would offer a business that serves the nearby residential areas.

B. Will this proposed rezoning, special use permit, or change in conditions will adversely affect the existing use or usability of adjacent or nearby property?

No. Tucker Pawn and Jewelry LLC has, at all times, operated in accordance with local rules and Georgia law. There are no foreseeable issues with nearby properties.

C. Does the property to be affected by a proposed rezoning, special use permit, or change in conditions have reasonable economic use as currently zoned?

Yes, the property has a reasonable economic use as it is currently zoned. However, the granting the Special Use Permit will allow the growth of business and the addition of a pedestrian friendly customers.

D. Will the proposed rezoning, special use permit, or change in conditions will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No. Since the proposed pawn shop is located in an existing building within the shopping center, its impact on transportation and other infrastructure should remain unchanged.

E. Will the proposed rezoning, special use permit, or change in conditions is in conformity with the policy and intent of the land use plan?

Yes, A pawn shop would introduce a residential-oriented business that is within walking distance to the nearby homes in the area. The applicant seeks get of the SUP only for Suite B. The 2040 Peachtree Corners Character Area Map indicates that the property is located in the Holcomb Bridge Corridor Character Area. It is an appropriate use within the area.

F. Are there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning, special use permit, or change in conditions?

Yes. Tucker Pawn and Jewelry LLC occupies only 900 SF of the shopping center located at 3476 Holcomb Bridge Shopping Center. The Applicant has never been cited for any violations nor has there been any complaints about this business in it's Tucker location. The shopping center is in an ideal location given the abundant parking and proximity to other retail businesses.

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR REZONING

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF PEACHTREE CORNERS PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL A PUBLIC HEARING APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE REZONING REQUEST.

PARCEL I.D. NUMBER:
(Map Reference Number)

6th - 283 - 015
District Land Lot Parcel

Signature of Applicant

Date

Type or Print Name and Title

Tax Commissioners Use Only

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

Kathy Lyles
NAME

TSA
TITLE

6/26/24
DATE

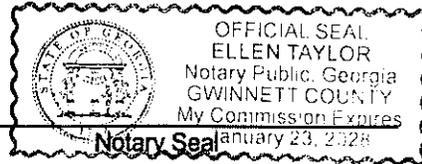
APPLICANT'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council.

Mosvin Santos 6-27-2024
Signature of Applicant Date

Mosvin Santos
Type or Print Name and Title

Ellen Taylor 6/27/2024
Signature of Notary Public Date



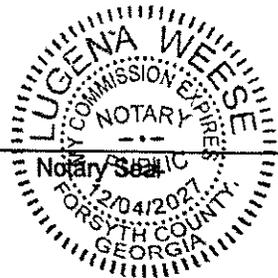
PROPERTY OWNER'S CERTIFICATION

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John Jamont 6-19-24
Signature of Property Owner Date

JOHN JAMONT Manager Gwinnett walk LLC
Type or Print Name and Title

Lugena Weese 12/04/2027
Signature of Notary Public Date



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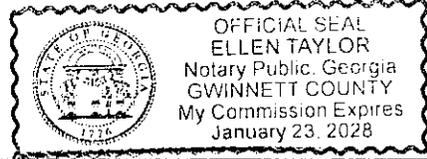
Marvin Santos
Signature of Applicant

6-27-2024
Date

Marvin Omar Santos
Type or Print Name and Title

Ellen Taylor
Signature of Notary Public

6/27/2024
Date



Notary Seal

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Signature of Property Owner

Date

Marvin Omar Santos

Type or Print Name and Title

Signature of Notary Public

Date

Notary Seal

RESIDENTIAL DEVELOPMENT

No. of Lots/Dwelling Units _____

Dwelling Unit Size (Sq. Ft.): _____

NON-RESIDENTIAL DEVELOPMENT

No. of Buildings/Lots: 1

Total Bldg. Sq. Ft.: 900 SF

Gross Density: _____

FEE SCHEDULE

1. Rezoning, Change-in-Conditions and Special Use Permit Fees – Residential Zoning Districts

(note: a Special Use Permit related to a rezoning case shall not incur an additional fee)

- A. For the following single-family residential zoning districts: RA-200, R-140, R-LL, R-100, R-75, RL, MHS.

0 - 5 Acres = \$ 500
> 5 - 10 Acres = \$ 1,000
> 10 - 20 Acres = \$ 1,500
> 20 - 100 Acres = \$ 2,000
> 100 - Acres = \$ 2,500 plus \$40 for each additional acre over 100
Maximum Fee: \$10,000

- B. For the following single and multifamily residential zoning districts: R-TH, RMD, RM-6, RM-8, RM-10, RM-13, R-SR, MH, R-60, R-ZT, R-75 MODIFIED or CSO, and R-100 MODIFIED or CSO.

0 - 5 Acres = \$ 850
> 5 - 10 Acres = \$1,600
> 10 - 20 Acres = \$2,100
> 20 - 100 Acres = \$2,600
> 100 - Acres = \$3,200 plus \$40 for each additional acre over 100

2. Rezoning, Change-in-Conditions and Special Use Permit Fees - Non-Residential Zoning Districts

(note: a Special Use Permit related to a rezoning case shall not incur an additional fee)

For the following office, commercial and industrial zoning districts: C-1, C-2, C-3, O-1, OBP, M-1, M-2, HS, NS.

0 - 5 Acres = \$ 850
> 5 - 10 Acres = \$1,600
> 10 - 20 Acres = \$2,100
> 20 - 100 Acres = \$2,600
> 100 - Acres = \$3,200 plus \$50 for each additional acre over 100

3. Mixed-Use (MUD and MUO) or High Rise Residential (HRR)

Application Fee – \$1,200 plus \$75 per acre (maximum fee - \$10,000)

4. Chattahoochee Corridor Review (involving a public hearing) - \$150.
5. Buffer Reduction (Greater than 50%) Application Fee - \$500.
6. Zoning Certification Letter - \$100 (per non-contiguous parcel).
7. Comprehensive Plan Amendment - \$1,000

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Signature of Applicant

Date

Type or Print Name and Title

Signature of Notary Public

Date

Notary Seal

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[Handwritten Signature]

Signature of Property Owner

6-19-24

Date

JOHN JAMONT MANAGER Gunnett walk, LLC.

Type or Print Name and Title

[Handwritten Signature]

Signature of Notary Public

12/04/2027

Date

Notary Seal



VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR REZONING

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A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE REZONING REQUEST.

PARCEL I.D. NUMBER: 6th - 283 - 015
(Map Reference Number) District Land Lot Parcel


Signature of Applicant 6/26/24
Date

Marvin Santos
Type or Print Name and Title

Tax Commissioners Use Only

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

Kathy Lyles
NAME

TSA
TITLE

6/26/24
DATE

Tucker Pawn and Jewelry, LLC
C/O: Marvin Santos
3210 Tucker Norcross Road Tucker GA, 30084
Email: marvinsantos5331@gmail.com
Direct: 678-234-5845

LETTER OF INTENT

**VIA SUBMISSION TO THE PEACHTREE CORNERS
DEPARTMENT OF PLANNING & ZONING**

RE: 3476 Holcomb Bridge Rd, Suite B.
Norcross, GA 30092
Special Use Permit extended to Tucker Pawn and Jewelry LLC at

Dear City of Peachtree Corners and City council,

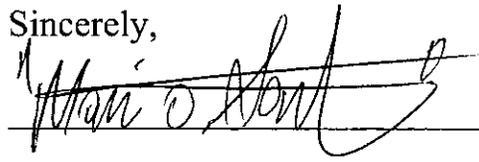
My name is Marvin Omar Santos, the owner of Tucker Pawn and Jewelry LLC (“Tucker Pawn”). Tucker Pawn is a family owned business and has been open since 2014 at our current location in Tucker: 3210 Tucker Norcross Road Tucker GA, 30084. Tucker Pawn is seeking a special use permit to open a new location in Suite B in the shopping center located at of 3476 Holcomb Bridge, Georgia 30092. (“Property”). Currently, the property is zoned C-2 and is within the Holcomb Bridge Corridor Overlay District. Under the current zoning regulations, a pawn shop is allowed, however, only if a special use permit is granted.

Since the day we opened our business in Tucker, we have operated without any complaints or any violations of any laws or regulations. At Tucker Pawn, we ensure that all rules and regulations are followed as it is the pillar of our business that ensures stability. As an entrepreneur who has been in the industry for almost a decade, in order for us to expand our business, integrity and delivery of value to

the customer has been the key elements of our business since 2014. At the new location, we intend on operating as a responsible member of the community and will fully adhere to the conditions placed on pawn shops in the Holcomb Bridge Corridor District.

We look forward to engaging with the City and members of the community about this application and work toward the operation of a community centric business in Peachtree Corners.

Sincerely,



Marvin Santos, Applicant

Tucker Pawn and Jewelry LLC

COMMERCIAL LEASE AGREEMENT
(THE "LEASE")

BETWEEN

JAMONT HOMES, INC.
a Georgia For-Profit Corporation

(the "Landlord"),

and

EVELYN JANET SANTOS & MARVIN OMAR SANTOS

(the "Tenant")

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EXHIBIT A – SITE PLAN

EXHIBIT B – TENANT IMPROVEMENTS

EXHIBIT C – REQUIREMENTS OF TENANT

EXHIBIT D – BUILDING RULES AND REGULATIONS

REFERENCE PAGE
Summary of rental terms

The following terms listed this Reference Page ("Reference Page") are attached hereto and incorporated herein and are made part of this lease agreement. In the event of any conflict between the terms of this Reference Page and the terms within the Lease agreement, the terms of this Reference Page shall control.

I. THE PREMISES

- a. NAME OF BUILDING/SHOPPING CENTER: EL CAMINO SHOPPING CENTER
- b. DEMISED PREMISES ADDRESS: 3476 Holcomb Bridge Rd, Suite B
Norcross, GA 30092

II. LANDLORD INFORMATION

- a. LANDLORD: Jamont Homes, Inc.
- b. LANDLORD'S ADDRESS: PO Box 9261
Marietta, GA 30092

III. TENANT INFORMATION

- a. TENANT: Marvin and Evelyn Santos
- b. TENANT CONTACT INFO:
 - i. Name & Title: Mr. Santos/Business owner
 - ii. Tel/other: Cell: 678-234-5845 Marvin
 - iii. Email: evelynmarvin07@gmail.com;
marvinsantos5331@gmail.com
- c. TENANT'S NOTICE ADDRESS:
 - i. As of beginning of Term: 3476 Holcomb Bridge Rd, Suite B
Norcross, Ga 30092

IV. LEASING INFORMATION

- a. COMMENCEMENT DATE: June 1, 2024
- b. TERMINATION DATE: May 31, 2029
- c. TERM OF LEASE: 5 year
- d. LEASE REFERENCE DATE: 06 / 12 / 2024
- e. USE: Jewelry Store
- f. ADVANCE RENT: \$3,600
- g. WATER DEPOSIT: \$0.0

V. **RENT & EXPENSES**

a. ANNUAL RENT & MONTHLY INSTALLMENT OF RENT (“Monthly Gross Rent”):

Period		Monthly Installment	
from	through	Monthly Gross Rent	YEAR
Start	End		
6/1/2024	5/31/2025	\$1,800.00	1
6/1/2025	5/31/2026	\$1,926.00	2
6/1/2026	5/31/2027	\$2,060.82	3
6/1/2027	5/31/2028	\$2,205.08	4
6/1/2028	5/31/2029	\$2,359.43	5

*Tenant shall pay \$3,600 Advanced Rent to Landlord within 3 days of Lease Reference Date.

b. Notwithstanding anything to the contrary set forth herein, and provided that Tenant shall faithfully perform all of the terms and conditions of this Lease, for and in consideration of the Tenant’s covenants, promises and obligation to make improvements to the Demised Premises as set out in **Exhibit “B” and Exhibit “C”**, and the strict adherence and performance to the terms of this Lease, Landlord hereby agrees to **abate Tenant’s obligation to pay one (1) month of Monthly Gross Rent from 6/1/2024 till 6/31/2024** from the above table. In the event of a default by Tenant under the terms of this Lease which results in early termination of this Lease, then as a part of the recovery set forth in this Lease, Landlord shall be entitled to the recovery of all Monthly Gross Rent which was abated under the provisions of this Section and such Monthly Gross Rent shall not be deemed to have been forgiven or abated, but shall become immediately due and payable as unpaid rent which had been earned at the time of termination and the fair market value of all improvements promised by the Tenant.

- c. INSURANCE: Prorated in the Monthly Gross Rent*
- d. PROPERTY TAX: Prorated in the Monthly Gross Rent*
- e. CAM: Prorated in the Monthly Gross Rent*

*Tenant shall pay its pro rata share (the gross leasable area of the Premises divided by the gross leasable area of the office building) of increases in the Insurance, Property tax, and CAM which exceed that of Year 1.

- f. INTERNET: Tenant shall provide for his own internet and telephone service. Tenant agrees to allow Landlord to use Tenant’s internet service/WIFI by providing all necessary security details/passwords if needed.
- g. Trash Service: Tenant shall be responsible to provide her own trash dumpster and locate it at the rear of the shopping center for weekly service. In addition, Tenant shall place a 50-gallon trash bin located at the store front for her guests and invitees to dump their trash and to guarantee that all trash will be removed from said trash bin as needed. All dumpsters must be emptied on a weekly basis. Tenant may not rely on dumpster of others for trash disposal.
- h. Security Cameras: Tenant shall install CCTV security system inside and outside of Demised Premises and provide anytime access details (password) to Landlord.
- i. Water: estimated at \$100/month, subject to terms as outlines in Utilities section.

VI. **THIRD PARTY BENEFICIARY**

Both Landlord and Tenant agree that **GWINNETT WALK LLC** (the “Owner”) is an intended third-party beneficiary under this Lease. Owner may seek enforcement of the terms of this Lease upon breach of Lease. All payments of rent shall be made to **GWINNETT WALK LLC** or as directed otherwise by Landlord in writing.

VII. **OTHER**

- a. ASSIGNMENT/SUBLETTING FEE: \$7000.

Initials: ES MS

(REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

SHOPPING CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into on the Lease Reference Date by and between **JAMONT HOMES INC., a Georgia Domestic Corporation** ("Landlord"), and **EVELYN SANTOS & MARVIN SANTOS** ("Tenant"). In consideration of the rents, covenants, and agreements to be observed and performed, Landlord demises and leases to Tenant and Tenant takes, accepts, and rents from Landlord the Premises (see Reference Page) situated within a certain shopping center ("Shopping Center") upon the terms and conditions set below:

Section 1 DEMISED PREMISES

- 1.1 **Demised Premises.** Landlord demises and leases to Tenant and Tenant rents from Landlord those certain premises, now or to be erected in the property as stated on Reference Page which consist of a store having an approximate square foot as stated on Reference Page and commonly known as ("Premises") as outlined on the site plan of the property located at the address stated on Reference Page which site plan is attached hereto as Exhibit "A". Exhibit "A" sets forth the general layout of the Shopping Center, but Landlord reserves the right to construct other buildings or improvements or to relocate or add any buildings, improvements, only 5 parking areas, and other common areas in the Shopping Center, provided that the size and relative location of the Premises shall not be materially altered. The utility room is not part of the rented Premises to Tenant.

Landlord leases the Premises to Tenant subject to the terms and provisions of this Lease. Tenant acknowledges that the only warranties and representations Landlord has made in connection with the physical condition of the Premises of Tenant's use of the same upon which Tenant has relied directly or indirectly for any purpose, if any, are those expressly provided in this Lease. TENANT ACKNOWLEDGES THAT IT HAS FULLY INSPECTED AND ACCEPTS THE PREMISES IN THEIR PRESENT CONDITION, AND TENANT WARRANTS, ACKNOWLEDGES AND AGREES THAT TENANT IS LEASING THE PREMISES IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIALLY AND EXPRESSLY WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTY, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF LANDLORD. LANDLORD DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POPULATION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THOSE INVOLVING ASBESTOS AND/OR RADON. TENANT ACKNOWLEDGES THAT IT HAS HAD FULL OPPORTUNITY TO INSPECT THE PREMISES IN THIS REGARD, AND HERE BY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS OR MAY HAVE AGAINST LANDLORD WITH RESPECT TO THE CONDITION OF THE PREMISES, EITHER PATENT OR LATENT.

- 1.2 **Use of Additional Area.** The demise of the Premises contained herein shall include a non-exclusive right for Tenant to use the common areas and no more than 5 parking areas as depicted in Exhibit A (as the same may from time to time be changed by the Landlord) in common with all other tenants, their licensees and invitees in common with any other parties permitted by the Landlord to use such areas. Use of such common areas, shall be subject to the terms and conditions of this Lease and to reasonably uniform rules and regulations as prescribed from time to time by Landlord. Landlord shall have anytime access to the utility room and shall have access to Tenant's internet at all times. Use of more than 5 parking spaces is a material breach of this contract. Tenant may not allow invitees or guests to park their vehicles more than 1 night without landlord's permission in writing.

Section 2

TERM

2. Commencement Date. The term of this Lease shall commence on the commencement date stated on the Reference Page ("Commencement Date").
- 2.1 Term of Lease. The term "Term of Lease" shall mean the 12-month period beginning with the Commencement Date and will continue as a month-to-month tenancy.
- 2.2 Early Termination by Landlord. Landlord shall have the unilateral right, without penalty, to terminate the Lease early upon not less than 30 days' notice to Tenant and upon such termination and Tenant vacating the Premises, Landlord shall credit Tenant with the sum of \$200 ("Early Termination Fee") which shall first be applied against any monies owing from Tenant to Landlord with the balance thereafter being paid to Tenant by Landlord.

Section 3

RENT

- 3.1 Payment of Rent. Tenant covenants and agrees to pay to Landlord in equal monthly installments monthly gross rent ("Rent") on the first (1st) day of each calendar month during the Term hereof, in advance, without abatement, demand, deduction or offset whatsoever. The payment of the Gross Rent shall begin on the Commencement Date plus any days of abated rent. In the event the Commencement Date occurs on a day other than the first day of a month, Tenant shall pay on or before Commencement Date a pro-rated Gross Rent installment for the period from the Commencement Date to the end of that calendar month (calculated on the basis of a 30-day/month). Rent received on or after the close the second (2nd) business day of each calendar month shall be deemed late and subject to the provisions below, with no exceptions made for weekends and holidays. Rent shall be wired/paid in cash/ or cashier's check payable to Landlord or Landlord's designee with details to be provided by Landlord's agent. Failure to pay by the 7th day of each month shall be deemed as a material breach of the contract. Tenant waives provisions of O.C.G.A. 44-7-52.
- 3.2 Pro Rata Share of Expenses/ CAM. N/A
- 3.3 Advance Rent: To secure the faithful performance by Tenant of all the terms, conditions and covenants of this Lease, Tenant shall pay on or before Commencement Date to the Landlord an advance rent ("Advance Rent") in the amount set forth on the Reference Page which shall be held by Landlord during the Term of the Lease and any renewal thereof. Under no circumstances shall Tenant be entitled to any interest on the Advance Rent. The Advance Rent may be used by Landlord, at its sole discretion, to apply to any amount owing to Landlord hereunder or to pay the expenses of repairing any damage to the Premises, or to cure any default of Tenant hereunder. If Landlord uses all or any portion of the Advance Rent permitted herein, Tenant shall upon written demand by Landlord pay to Landlord the amount necessary to fully restore the Advance Rent to the original amount. If there are no payments to be made from the Advance Rent set forth herein or if there is any balance of the Advance Rent remaining after all payments have been made, the Advance Rent, or such balance thereof remaining, shall be refunded without interest to Tenant within thirty (30) days after fulfillment by Tenant of all obligations hereunder. In no event shall Tenant be entitled to apply the Advance Rent to any rent due. Upon sale or conveyance of the Shopping Center, Landlord may convey, transfer or assign the Advance Rent to any new owner of the Premises, and upon such transfer, all liability of Landlord for the Advance Rent shall terminate. Landlord shall be entitled to commingle the Advance Rent with other funds.
- 3.4 Late Charges. Tenant recognizes that late payment of any rent or other sum due under this Lease shall result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is not paid when due and payable pursuant to this Lease, a late charge shall be imposed in an amount equal to **ten percent (10%)** of the unpaid rent or other payment. The amount of the late charge to be paid by Tenant

shall be reassessed and added to Tenant's obligation for each successive month until paid. Tenant shall also be subject to a returned-check fee of Twenty-Five Dollars (\$25.00) for all checks or other forms of payment that are returned or otherwise rejected, including but not limited to non-payments due to insufficient funds. The provisions of this Section shall in no way relieve Tenant of the obligation to pay rent or other payments, nor do the terms of this Section in any way affect any other remedies available to Landlord pursuant of the Terms of this Lease.

Section 4
PARKING AND COMMON AREAS

- 4.1 Area Parking and Maintenance. The parking area designated on the site plan attached hereto as Exhibit A shall be for driveway, walkway, or parking purposes to be used in common with all other tenants of the Shopping Center and their licensees and invitees and in common with any other party or parties permitted by the Landlord. Landlord reserves the right to permit the use of such areas for any special promotional purposes. The parking area shall be kept in good order and repair and reasonably free of snow, ice and obstruction. Tenant or tenant's customers use of more than 5 parking spaces is a material breach of this contract.

Landlord may designate an area in said parking area for the parking of employees' cars. Tenant is solely responsible for ensuring that Tenant's employees shall park their cars only in the area designated for employee parking.

Tenant agrees that all deliveries, including but not limited to those made by trailers and trucks, shall be made only through the use of the access roads at the rear of the Premises. All deliveries shall be made expeditiously parking in the rear of the Premises is prohibited except for such period reasonably necessary for loading or unloading.

Section 5
SERVICES AND UTILITIES

- 5.1 Services. Tenant shall pay for all gas, heat, light, power, telephone, sprinkler system charges and other utilities and services that Tenant procures or incurs expenses on behalf of the Landlord that are used on or from the Premises, together with any taxes, penalties, and surcharges or the like pertaining thereto and any maintenance charges for utilities. Tenant shall be responsible for furnishing all electric light bulbs, tubes and ballasts, battery packs for emergency lighting and fire extinguishers for the Demised Premises and the exterior storefront column lights and canopy lighting.
- 5.2 Utilities. Landlord agrees to provide such mains, conduits and other facilities necessary to supply electricity, water, sewer, telephone and gas (if available) to the Premises, in accordance with and subject to any special provisions obtained in Addendum or Exhibit to Lease. Tenant pays a separate water bill immediately after sub- meter installed at each unit.

Tenant shall promptly pay all charges for electricity, water, sewer, telephone, gas (where applicable) furnished to the Premises, and Landlord may, if it so elects, furnish one or more of such services to Tenant, and, in such event, Tenant shall purchase such services as are tendered by Landlord and shall pay for such services at the rates established therefore by Landlord, provided that such rates shall not exceed the rates which would be charged for the same service if furnished directly by the applicable public utility then furnishing such service. In the event that at any time, Tenant shall fail to promptly pay any of the foregoing charges, Landlord shall have the right, but not the obligation, to pay such charge or charges for and on behalf of Tenant and such amounts so paid shall be deemed to be additional rent hereunder and shall be payable by Tenant to Landlord upon demand. Any utility bill not paid within 10 days constitutes a material breach of this lease.

Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it shall not install any equipment which may exceed or overload the capacity of any utility facilities serving

the Premises and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

In the event that Tenant is not liable to the appropriate authority for water consumed on the Premises and/or for sewer rents or charges, Landlord shall charge Tenant for such services based upon Tenant's prorated share of such service. Landlord and Tenant agree that at the landlord's discretion, Landlord may charge Tenant up to \$500/month for water and sewer usage if Landlord installs a water meter for the Demised Premises. Payment(s) made pursuant this provision shall be payable by Tenant to Landlord within five (5) days of receipt of Landlord's written demand, and such costs or expenses shall be deemed to be additional rent payable by Tenant and collectible by Landlord.

Section 6

CONDUCT OF BUSINESS BY TENANT

- 6.1 Use of Premises. Tenant shall occupy and use the Premises for such use ("USE") as stated on the Reference Page and for no other purpose whatsoever. Tenant must be open on a daily basis and must maintain the demised premises such that it is open for business the regular business hours Landlord makes no warranty regarding the suitability of the Premises for Tenant's intended use, and Tenant acknowledges that it has had a full opportunity to make its own inspections and decision in this regard. Tenant shall not use or permit the use of the Premises in any manner that shall likely create a nuisance or disturbance to other tenants or occupants of the Shopping Center or that shall likely injure the reputation of the Shopping Center. Disturbances include leaving debris in parking lot, loud noises or music, occupying more than 5 parking spaces. There shall be no loud music to disturb the neighbors, no use or parking of food trucks of any kind allowed in the parking spaces. Tenant shall not directly engage in a similar or competing business to that which other tenants conduct on the Premises within the Shopping Center. Tenant shall require or hire Gwinnett County Police ("Police") to be present on the Demised Premises if it is open for business after 12:00 P.M. Any violation of the terms of this paragraph 6.1 shall constitute a material breach of the Lease.
- 6.2 Restriction on Use. Tenant shall not use nor permit the Premises to be used for any purpose other than that set forth in Section 6.1 above, and further covenants and agrees to execute and comply promptly with all statutes, ordinances, and requirements of federal, state, county, and city governments regulating Tenant's Use of the Premises. Tenant shall not use or permit the use of the Premises in any manner that shall likely create a nuisance or disturbance to other tenants or occupants of the Shopping Center or that shall likely injure the reputation of the Shopping Center. Disturbances include leaving debris in parking lot, loud noises or music, occupying more than 5 parking spaces. There shall be no loud music to disturb the neighbors. The restrictions set forth in this paragraph shall extend to all agents and employees of the Tenant. No auctions for fire or bankruptcy sales may be conducted in the Premises without the previous written consent of the Landlord. No contractual relations with valet services may be created without Landlord's written consent. Tenant shall require or hire Gwinnett County Police ("Police") to be present any time it is open for business after 12:00 P.M. Any illegal drugs, substances or illegal activity on the Premises shall be a material breach of this lease. Failure to have Police presence constitutes a material breach of this lease.

Section 7

MAINTENANCE AND REPAIRS

- 7.1 Maintenance by Tenant. Tenants shall, at all times, keep the Premises in good working condition. This includes and is not limited to exterior entrances, window frame, all fenestration, roof, molding, partitions, raised floors, doors, doors frame and checks, fixtures, all heating, ventilating, air conditioning equipment and appurtenances, lighting, plumbing fixtures all of which must be kept in good working condition and includes HVAC services every 6 months to change check the oil and changing the filter. If Landlord is required to make repairs to structural portions by reason of Tenant's negligent acts or omissions or by reason of damage cause by burglary or break-in, Landlord may add the cost of such repairs to the Rent that shall become due, unless Landlord is indemnified by insurance. Tenant shall also pay for all electricity,

gas, sewer charges (if any), and any other utility charge imposed or incurred in connection with the Premises. Tenants shall keep the Premises and all other parts of the Shopping Center free from any and all liens arising out of any work performed, services furnished, supplies or materials delivered, or any other obligation incurred by or for Tenant. Tenant further agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days of receipt of written request by Landlord. Tenant shall reimburse Landlord for any and all costs within ten (10) days of receipt of a written demand by Landlord. Any breach of terms under this paragraph is deemed a material breach of this agreement.

- 7.2 Maintenance by Landlord. If Tenant refuses or neglects to properly repair the Premises as required in Section 7.1, and as further required in Section 7.3, in a reasonable time after written demand by Landlord, Landlord may make such repairs without liability to tenant for any loss or damage that may occur to Tenant's merchandise, fixtures, and/or other property, or to the loss of business occasioned by reason thereof; and further, upon completion of such repairs, Tenant shall pay Landlord's incurred costs occasioned by such repairs, plus fifty percent (50%) for attendant and overhead costs upon presentation of the charges so incurred. It is further agreed and understood said billing of costs shall include interest at eighteen percent (18%) legal rate from the date of completion of the repairs by Landlord.
- 7.3 Repairs by Tenant. Tenant shall make all other repairs, except those that Landlord is specifically obligated to make under the provisions of Section 7.4. Tenant shall not be obligated to make exterior structural repairs to the Premises.
- 7.4 Repairs by Landlord. Landlord shall keep the foundations, exterior walls, canopy, downspouts and gutters in good order, condition, and repair, and if reasonably necessary or mandated by law, Landlord shall make modifications or replacement to the same, except that Tenant shall make all repairs, modifications, or replacements that may become necessary or desirable by the reason of the negligence of Tenant, its agents, servants or employees.
- 7.5 Alteration. Tenant shall not make any alteration or additions to the Premises nor make any contract without first procuring Landlord's written consent. In the event of an eviction, all personal property of Tenant brought onto the Premises regardless of whether attached to the walls, ground, or ceiling is deemed to have become the personal property of the Landlord. This extends to all electronic equipment, remote controls, computers, wires, POS systems, Televisions, audio surround sound, amplifiers, speakers, mixers, fog machine, chandeliers, or any sound management equipment brought onto the Premises. Tenant will be responsible for the value of the personal property, appliances and/or equipment if uninstalled and taken off the Premises. At any time during the Term of this Lease or within fifteen (15) days after termination thereof, Landlord reserves the right to demand removal of any additions, improvements, fixtures, trade fixtures, and/or installations that are placed in or on the Premises by Tenant and Tenant shall promptly comply. Tenant shall repair any damage occasioned by such removal. Landlord may complete removal efforts or conduct such removal and/or repair at Tenant's expense. Tenant hereby waives all arguments or claims of unjust enrichment against Landlord for any alterations done to the Premises. Tenant shall indemnify and hold Landlord and Duluth Corners, LLC harmless for all damages suffered by Tenant by reason of making improvements, repairs, alterations, installation to the interior or exterior of the Premises.
- 7.6 Waiver of Claims. Tenant waives all claims against Landlord, its agents and servants for damages to persons or property sustained on the Premises or any part of the Shopping Center, including but not limited to, those suffered from any equipment or appurtenances becoming out of repair, or resulting from any accident in or about the Premises or the Shopping Center, or the resulting directly or indirectly from any act or neglect of any tenant or occupant or of any other person, including Landlord's agent and servants. Specifically, Tenant acknowledges, that neither the Owner nor Landlord or any of their agents owe Tenant any duty to keep the premises safe or free from injury to person or property of Tenant or Tenant's invitees or licensees. This provision is made with the agreement between Landlord and Tenant that the Owner is an intended third-party beneficiary of this Lease. This paragraph shall apply especially, but not exclusively to, the flooding of the floor and to damage caused by roof leakages, plumbing malfunctions, broken/leaking piping, refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas odors, or noise, or the bursting or leaking of pipes or plumbing fixtures, injury to Tenant or his agents, contractors or employees. This paragraph shall apply

equally whether any such damage results from the act or neglect of Landlord or of other tenant, occupants, servants, licensees or invitees of the Shopping Center or of any other person whomsoever, and shall apply whether such damage is caused by or results from circumstances referred to above or from any other thing or circumstance whether of a like nature or of a wholly different nature. All property belonging to Tenant or any occupant of the Premises or the Shopping Center shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage, theft, or misappropriation of such property.

- 7.7 Landlord's Right to Inspect/Entry. Landlord shall have the right to enter and to grant licenses to enter and/or pass through the Premises at *any time* and for such lengths of time as Landlord shall deem reasonable (a) to inspect the Premises, this includes taking photographs of the interior for evidentiary purpose; (b) to exhibit the Premises to prospective tenants or purchasers of the Shopping Center; (c) to make alterations or repairs to the Premises or to the Shopping Center (including the installation and repair of utility lines, including sprinkler lines, which may pass through the premises to service other areas of the Shopping Center) and to store necessary materials, tools and equipment for such alterations or repairs; (d) for any purpose which Landlord deems necessary for the operation and maintenance of the Shopping Center and the general welfare and comfort of its tenants; (e) for the purpose of removing from the Premises any placards, signs, fixtures, alteration or additions not permitted by this Lease, (f) to abate any condition which constitutes a violation of any requirement, covenant, condition, rules and/or regulations of this Lease or of any notice given by Landlord in accordance with the terms of this Lease. No such entry by Landlord shall in any manner affect Tenant's obligations and covenants under this Lease and no such entry shall of itself render Landlord liable for any damage, theft or misappropriation of property on the Premises. Tenant shall not change the locks without first procuring Landlord's written consent and providing Landlord the key. Failure to provide the correct key or denial of access to the interior of the property is a material breach of this lease.
- 7.8 Cleanliness and Waste. At all times, Tenant shall keep the Premises and the adjacent walkways in a neat, clean, and sanitary condition which is free from waste, debris, ice and/or snow and shall neither commit nor permit any waste or nuisance thereon. Tenant shall clean up parking lots after his customers. Any violation of this provision in the lease constitutes a material breach.
- 7.9 Pest Control. Landlord reserves the right to make reasonable demands upon Tenant to provide evidence of pest control inspection, extermination and/or other treatment provided by a properly licensed pest control inspector and/or company. Tenant agrees to comply with Landlord's reasonable demands to provide records evidencing such inspection, extermination and/or other treatment within fifteen (15) days of written request by Landlord. Should Premises require treatment due to a pest control problem, Tenant shall completely eliminate such problem from the Premises within fifteen (15) days from the date of discovery and provide written evidence of such action to Landlord.

Section 8 INSURANCE

- 8.1 General Liability Insurance by Tenant. Within 10 days of lease reference date, Tenant shall, at its own cost and expense, procure and continue in force a comprehensive general liability insurance and premises liability insurance covering the Premises and the business to be operated thereon, in which the insurance policy or policies shall all name Landlord and Owner as named insureds and/or loss payee. At all times, such insurance policy shall be in an amount not less than one million dollars (**\$1,000,000.00**) for injuries to persons in one accident and not less than two million dollars (**\$2,000,000.00**) in one policy period, and property damage in an amount not less than five-hundred thousand dollars (**\$500,000.00**). Such insurance policy shall be issued by a company or companies satisfactory to Landlord and authorized by the State of Georgia to engage in the business of general liability insurance, and Tenant shall deliver to Landlord customary certificates issued by the insurance company evidencing such paid-up insurance. The insurance coverage shall be in form, substance, content and amount satisfactory to Landlord and shall unconditionally provide those policies are not subject to cancellation except after at least thirty (30) days prior written notice to Landlord and Owner. Tenant agrees to name property owner, Owner as an additional insured or beneficiary under the policy. Failure to provide the Landlord or Owner with a copy of the General Liability

Insurance Certificate outlined above within 10 days of commencement date constitutes a material breach of this lease.

The policies of insurance are to be provided by Tenant and shall remain in effect for the entire Term of this Lease, it being understood and agreed that thirty (30) days prior to the expiration of any of policy of insurance, Tenant shall deliver to Landlord renewal or new policies to take the place of the ones expiring. Should Tenant fail to furnish policies that are provided in this Lease, Landlord may obtain such insurance and the premiums and such insurance shall be deemed additional rental to be paid by Tenant unto Landlord upon demand.

8.2 Liquor Liability Insurance by Tenant N/A

8.3 Insurance by Landlord and Waiver of Subrogation. N/A

8.4 Indemnity for accidents. Tenant covenants and agree that Tenant shall save, protect and keep Landlord forever harmless and indemnified against and from: (a) any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Tenant or those holding under Tenant, (b) any and all claims, liability, lost cost, damage or expense, whether arising out of any accident or other occurrences related to occurrences on or about the Premises, causing injury to any person or property whomsoever or whatsoever, and (c) any and all lost, cost, damage, or expense arising out of Tenant's failure in any respect to comply with or to perform the requirements or provisions of this Lease.

8.5 Destruction by Fire and Casualty. If Premises is damaged by fire, explosion, windstorm, or by any other casualty, Landlord's duty to repair damages shall be limited to the exterior structures of the Shopping Center and Tenant shall be entitled to an equitable abatement of Rent during such time, unless Landlord establishes that such damage was occasioned by the negligence of Tenant, its agents, or employees. In the event of substantial or complete destruction caused by fire or casualty to the Premises, Landlord reserves the right to provide Tenant another rentable space ("Replacement Space") within the Shopping Center of approximately the same square footage as leased Premises and all terms under this Lease shall apply to Replacement Space without abatement. Landlord makes no representation as to likeness or similarities in the quality or design of Replacement Space nor shall Landlord make any representation as to the location of Replacement Space within the Shopping Center. If, however, the Premises is damaged during last two (2) years of the Term, and such damage exists to the extent of more than twenty-five percent (25%) of the rentable space within the Premises, Landlord may, in its sole discretion terminate this Lease within sixty (60) days upon written notice to Tenant.

Section 9 TITLE

9.1 Sublease and Assignment. Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, and shall not make, suffer or permit such assignment, subleasing or occupancy without the prior written consent of Landlord and such consent not to be unreasonably withheld. Said restrictions shall be binding upon any and all assignees of the Lease and subtenants of the Premises. Tenant shall give written request for Landlord's approval at least thirty (30) days but no more than one hundred twenty (120) days prior to the proposed commencement date of such subletting or assignment. Such notice shall set forth the name(s) of the proposed subtenant(s) or assignee(s), the relevant terms of the sublease or assignment and copies of financial reports and other relevant financial information of the proposed subtenant or assignee. A processing fee of Seven Hundred Fifty dollars (\$750.00) shall be due at time of assignment or subletting.

9.2 Mortgage Subordination and Attornment. Tenant agrees that this Lease shall be subordinate to the lien of any present or future mortgage(s) of the Shopping Center. Tenant agrees that if requested by the holder of such mortgage(s), Tenant shall affirm in writing that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of this Lease, Tenant shall reorganize the mortgagee or person as Tenant's landlord under the Term of this Lease. Tenant agrees that Tenant shall upon the request of

Landlord, execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination and/or attornment. The word "mortgage" includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements, and substitutes.

- 9.3 Surrender or Premises. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, surrender to Landlord the Premises, together with all replacements thereto in good order, condition, and repair, except for ordinary wear and tear. In the event Tenant fails to surrender the Premises at the expiration or termination of this Lease, Tenant shall pay as minimum damages, and not as a penalty, at a rate equal to Two Hundred Percent (200%) of the total of minimum rent plus the percentage of rent for the month immediately preceding the termination of the Lease. This provision does not release Tenant from responsibilities of other amounts due under the Term of this Lease. Notwithstanding any other provision of this Lease, Tenant shall have no right to occupy the Premises or any portion thereof upon termination of the Lease or surrender of the Premises and Landlord shall have the right to recover possession of the Premises immediately. As a result of Landlord's right to take possession of the Premises, Tenant agrees to indemnify and hold Landlord and Owner harmless for losses or damage of property.
- 9.4 Eminent Domain. In the event that the Premises, or any part thereof, shall be taken or condemned for public purposes by any competent authority, the entire compensation awarded therefor shall belong to Landlord without any deduction for any present or future estate of Tenant. Any compensation paid for the interior improvements or business value shall be paid to the tenant. However, if Twenty-Five Percent (25%) or more of leased Premises be so taken or condemned, then Tenant and/or Landlord shall have the option of terminating this Lease within thirty (30) days of written notice following such possession or condemnation.

Section 10
DEFAULT

- 10.1 Default by Tenant & Remedies. Tenant shall be in default ("Default") if (a) Tenant fails, neglects, or refuses to duly pay any installment of Rent, CAM fees, water bills and/or any other monies agreed under this Lease, (b) Tenant vacates or abandons the Premises during the Term of this Lease, (c) any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act is filed by or against Tenant, (d) any voluntary or involuntary proceeding in any court or tribunal declares Tenant insolvent or unable to pay Tenant's debts, and if involuntary proceeding is not dismissed or discharged within thirty (30) days after notice in writing given to Tenant by Landlord, (e) Tenant fails, neglects or refuses to keep and/or perform any of Tenant's duties under the covenants, conditions, stipulations or agreements contained herein, (f) Tenant makes any assignment of leased Premises to the benefit of creditors, or (g) should the Premises be taken under a levy of execution or attachment in an action against Tenant, (h) failure to procure or renew the proper licenses with state and local governments for the purpose of serving alcohol (i) changing locks, failing to pay rent or utility bills on time, using more than 5 parking spaces, denying entry, illegal activity, failing to have Police presence as required herein, alterations, failing to provide proof of general liability coverage. Any Default authorizes and fully empowers Landlord and/or Landlord's agents to immediately terminate, cancel or annul this Lease and to reenter and to take all actions necessary to recover full and exclusive possession of the Premises. Under no circumstance shall Landlord's action(s) pursuant to this provision constitute a forfeiture of Landlord's rights to rents, monies and/or any of Tenant's other obligation(s) under the terms of this Lease. All rights and remedies of Landlord shall be cumulative and none shall exclude any other right or remedy allowed under the law or in equity.

Upon the occurrence of any event or events of Default under this Lease, whether or not enumerated herein, Landlord shall have the option to pursue any one or more of the remedies available without any notice (except as expressly prescribed herein) or demand whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of rent or other obligations and waives any and all other notices or demand requirements imposed by applicable law). Such remedies may include but are not limited to terminating this Lease and Tenant's right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:

- (a) Value of the unpaid rent which had been earned at the time of termination plus charges and fees, including attorney's fees amounting to 30% of the outstanding principal and interest owed;
- (b) Landlord may terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then present value (using a discount factor of 4%) of the excess, if any, of (i) the Total Yearly Installments of rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full Term hereby granted, over (ii) the aggregate reasonable rental value ("RRV") of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable. Both Landlord and Tenant agrees that the RRV is agreed to be 20% of the contracted monthly Base Rent as indicated in this Lease. Landlord agrees that this is a reasonable pre-estimate of the future rent due to (1) the likelihood of the property being vacant for long periods of time before a Tenant is found, (2) the remoteness of the property, (3) the orientation of the property being away from the street and (4) the condition of the property being in disrepair. Tenant and Landlord both agrees that this remedy is intended to provide for damages rather than a penalty and the stipulated sum is a reasonable pre-estimate of the Landlord's probable loss.
- (c) Any other amounts necessary to compensate Landlord for all the detriment either proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; or
- (d) All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.
- (e) All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

In the event of Landlord's re-entry upon the Premises as a result of the occurrence of the Default by Tenant, Landlord shall be under no duty whatsoever to attempt to re-let the Premises or to otherwise minimize its damages resulting from occurrence of any Default. In such event Landlord shall have the right, but not the obligation, to divide or subdivide the Premises in any manner Landlord deems proper and to re-lease or re-let the Premises or any portion thereof. Any such rents or monies paid to Landlord shall first be applied to the payment of Landlord's expenses incurred in dispossession of Tenant and the costs and expenses of making improvements to the Premises as may be necessary for re-letting, and then to the payment of any brokerage commissions or other necessary expenses of Landlord in connection with such re-letting. At any time during the Term of this Lease for final accounting following thereafter, Landlord may recover any deficits or unpaid monies without obligation to wait for a final determination of Tenant's account. The commencement or maintenance of one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals pursuant to the provisions of this paragraph.

Landlord shall have a lien for the payment of any sums due under this Lease and Tenant's merchandise, furniture, fixture and equipment. Tenant hereby specifically waives any and all exemptions allowed by law. Any lien may be enforced for the nonpayment of any sum due under this Lease, and enforcement actions may include the taking and selling of Tenant's property in the same manner as in the cases of chattel mortgages in default or by any other lawful manner at the option of Landlord.

If tenant fails to remove its personal property prior to a Writ of Possession being issued in favor of Landlord, any and all personal property on the Demised Premises shall be deemed abandoned and shall become property of Landlord. All installed fixtures and improvements shall become part of the Premises and shall not be removed or damaged by Tenant. Tenant indemnifies Landlord from any liability in tort or contract that arise out of the loss of property at any time after Tenant defaults under the terms of this Lease. Tenant consents and authorizes Landlord or his or her agents to re-enter, seize and take possession of said personal property of Tenant, regardless of the value, without being held liable for trespassing, wrongful

eviction, conversion, breach of contract, fraud, burglary, or any criminal liability. Tenant acknowledges and accepts any attorney's fees arising from any attorney's fees and damage to reputation resulting from any criminal action brought forth by Tenant against Landlord, Owner, or any of their agents.

- 10.2 Limitation of Landlord's Liability. Notwithstanding the terms provided herein, under no circumstance shall Landlord's liability to Tenant exceed \$500. In no event shall Landlord, Owner, Landlord's contractor's or employees, Farahnaz Ghasemshahi, John Jamont ("Related Parties") be held personally liable for amounts in excess of this limitation. Tenant acknowledges and agrees that in addition to Owner, the Related Parties shall also be an intended third-party beneficiary of this Lease.

Section 11

SIGNS, LIGHTING, AND ADVERTISING

- 11.1 Sign(s). Tenant shall install a channel letter backlit and illuminated (lighted up at night) sign within 120 days of lease reference date. Failure to install said sign as described above is a material breach of this lease. In addition, Tenant shall obtain Landlord's written consent regarding all exterior lighting, signs and displays on the Premises. The following conditions shall also apply:
- a) Within thirty (90) days of Commencement Date, Tenant shall submit a scaled drawing for proposed signs identifying Tenant's business to Landlord and obtain written approval prior to installation;
 - b) Tenant must remove any sign that has not been previously approved by Landlord in writing within three (3) business days following written notice by Landlord of a sign violation. Tenant shall also promptly repair any and all damage, to the complete satisfaction of Landlord, caused to the building(s) or other structure by the installation and/or removal of an unapproved sign within three (3) business days. If Tenant fails to cure such violation within the permitted time, Landlord shall have the right but not the obligation to remove, without additional notice to Tenant, any and all unapproved signs, repair any damage caused thereby and invoice Tenant for Landlord's costs plus a twenty percent (20%) service charge which shall be paid promptly by Tenant as additional rent;
 - c) No banners, poster, sandwich-board type signs, signs staked in the ground or tied to the building may be installed or used at any time without previously written approval by Landlord. Landlord may remove and discard any unwrapped sign of this type without notice and without liability to Tenant for any cost associated with Tenant's purchase or installation of the unapproved sign;
 - d) Tenant agrees to adhere to Landlord's sign policy and requirements, which may be modified by Landlord from time to time and without notice to Tenant;
 - e) Landlord reserves the right to change signage requirements. Within ninety (90) days of notice, Tenant shall comply with such requirements and assume all costs associated with compliance thereof;
 - f) At Tenant's sole cost, Tenant shall remove all signs associated with its business on the Premises and assume call costs for any structural damages for such removal.
 - g) Tenant shall install their business name in the monument sign in advertising slots/locations designated by Landlord.
 - h) At the end of Tenant's Term, Tenant shall remove the sign.
- 11.2.1 Lighting. Tenant shall keep the display windows and Parking Lot, and outdoor hallway in the common areas and the Premises well-lit from 7 P.M. till midnight.
- 11.3 Advertising. Tenant must obtain written consent from Landlord prior to the use of any photograph, picture, image, or likeness of Shopping Center in connection with any marketing campaign, whether for profit or for charitable purposes. Landlord reserves the right to pursue all remedies available at law and in equity for any violation committed under this provision.

Section 12
TAXES

- 12.1 Real Estate Taxes. Landlord shall pay or cause to be paid for the Term of this Lease all real property taxes and assessments levied by any taxing authority upon the land, building, and other improvements making up the Shopping Center; provided, however, that Tenant shall reimburse Landlord each year for its pro rata share of the Tax Bill and Tenant's share of such payment of real property taxes and assessments for that applicable year. In the event the property or building in which the Premises are located is separately assessed, then Tenant's share of any such increased costs shall be for the pro rata share of Tenant space to the entire Shopping Center; and Tenant's share of such increased costs regarding the land and common area shall be that part as the total ground floor area of the Premises bears to the total ground floor area of all building structures constituting a part of the Shopping Center. In the event such building is not separately assessed, Tenant's share of such costs shall be that fractional part of the total of such increased costs as the total ground floor area of the Premises bears to the ground floor area of all buildings and structures owned by Landlord within this Shopping Center. In addition, Tenant shall pay all increased taxes required as a result of any alterations, additions or improvements performed by Tenant during the Term of this Lease. Reimbursement by Tenant to Landlord for its share of real property taxes shall be made in fifteen (15) days after written demand accompanied by computation of the amount due.
- 12.2 Personal Property Taxes and Assessment. Tenant shall pay before delinquent any and all personal property taxes including ad-valorem taxes, license fees, assessments, fees and public charges levied, assessed, or imposed by any federal, state or county government that accrue or become payable during the Lease term upon any fixtures, furniture, appliances, and personal property located or installed in the Premises. It is acknowledged and agreed that Tenant shall be solely responsible for any and all personal property tax and/or sales tax assessed for the business, equipment, improvements and other personalty located upon the Premises.

Section 13
MISCELLANEOUS

- 13.1 Waiver. One or more waivers of any covenant, term, or condition of this Lease by the Landlord shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval of either party to or of any act by the other party of nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- 13.2 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party to create any relationship between Landlord and Tenant other than that of landlord and tenant. Tenant other than the relationship of Landlord and Tenant.
- 13.3 Governing Law. This Lease and all actions arising out of or in connection with this Lease shall be construed and governed in accordance with the laws of State of Georgia, without regard to the conflicts of law provisions of the State of Georgia or of any other state.
- 13.4 Savings Clause. If any provision of this Lease shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Lease shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
- 13.5 Paragraph Heading. The paragraph titles are for convenience only and do not define, limit, or construe the contents of such paragraph.
- 13.6 Covenant to Bind Successors. The provisions, covenants, and conditions of this Lease shall be binding on the legal representatives, heirs, successors and assigns of the respective parties.

- 13.7 Entire Agreement. This Lease and the attached Exhibits set forth the entire agreement between the parties hereto and no representations, inducements, promises, or conditions oral or otherwise, between the parties, not written or included in this agreement shall be of any force or effect. Landlord as used this paragraph shall include Landlord, it's assigns, and successors, agents or Related Parties. "Tenant" shall include Tenant, her heirs, representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees. No subsequent alteration, changes or additions to this Lease shall be binding upon Landlord or Tenant unless and until the terms are reduced to writing and signed by both parties. Submission of this instrument by Landlord or Landlord's agents or representatives to Tenant for examination shall not bind Landlord in any manner, and no lease, contract, option, agreement to lease, or other obligation of Landlord shall arise until this instrument is signed by Landlord and delivered to Tenant.
- 13.9 Relocation of Tenant. With at least ninety (90) days of written notice, Landlord may at its sole expense require Tenant to move from the Premises to other space of comparable size in order to permit Landlord to consolidate the Tenant's leased Premises with other adjoining space leased or to be leased to another tenant. In the event of any such relocation, Landlord shall pay all expenses of preparing the new premises which shall be substantially similar to the Premises from which Tenant is moving, and Landlord shall also pay the expense of moving Tenant's merchandise and equipment to the relocated premises. In such event, all provisions, covenants and conditions of this Lease shall remain in full force and effect and shall apply to such new space, except for the revised premises address, unit, square feet and Exhibit A.
- 13.10 Estoppel Letters. Tenant agrees to deliver in recordable form a certificate to any proposed mortgage or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets, or other claims other than those specifically claimed by Tenant. The failure by Tenant to furnish such letter or certificate shall be deemed to mean that this Lease is in full force and effect and there is no defenses or offsets by Tenant.
- 13.11 Notice to Mortgage. If the Premises, or any part thereof, are made subject to a first mortgage or a first deed of trust and this Lease or the rentals are assigned to such mortgagee, trustee or beneficiary and Tenant is given written notice thereof, then Tenant shall continue to perform all duties and obligations contained herein without hesitation and in good faith to such mortgagee, trustee or beneficiary. Tenant shall not attempt to terminate this Lease for any reason whatsoever. Tenant shall provide written notice of any grievance to any such assignee, specifying the reason in sufficient detail and affording such party a reasonable opportunity to address Tenant's concern, or when necessary to make performance for and on behalf of Landlord.
- 13.12 Exhibits. Attached are Exhibits, A, B, C, D are attached hereto and incorporated herein and made a part of the Lease.
- 13.12.1 Statute of Limitations: The Tenant agrees that any action in relation to an alleged breach of this Agreement shall be commenced within one (1) months of the date of the breach, without regard to the date the breach is discovered. Any action not brought within one (1) month shall be barred, without regard to any other limitations period set forth by law or statute. This clause does not apply to the Landlord.
- 13.13 Accord and Satisfaction. No payment by the Tenant or receipt by the Landlord of a lesser amount than the rent herein stipulated to be paid shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy provided herein or by law.
- 13.14 Confidentiality. The Tenant acknowledges that all matters concerning any terms of the lease or any disputes regarding the lease are confidential. It shall be a material breach of this Lease in the event that the Tenant discusses any allegations or terms of the Lease with any third parties.

- 13.14.1 Due Diligence. Tenant represents to the Landlord that it has done its own due diligence and has determined that the use for which it is contracting for is allowed under the zoning ordinances of Peachtree Corners and has not relied on any representations of Landlord or the Landlord's agent nor has the Landlord or its agent made any representations regarding the condition or zoning of the Premises.

Section 14
HAZARDOUS MATERIALS

- 14.1 Hazardous Materials. Tenant shall comply and cause the Premises to comply with all federal, state and local laws, ordinances and regulations relating to Hazardous Materials ("Hazardous Materials Laws"), including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; and all comparable state and local laws, laws of other jurisdictions or orders and regulations.

Section 15
NOTICES AND SIGNING

- 15.1.1 Notices. All notices, consents, demands, requests or other communications required or permitted hereunder shall be deemed given, whether actually received or not, upon receipt if by hand delivery, by email, or when dispatched for delivery by air express courier (with signed receipts) to the other party at the address set forth below, or on the third business day after deposit in the United States mail, postage prepaid, certified, return receipt requested or by facsimile transmission to the address set forth below or the fax number below, except for notice of change of address which shall be deemed given only upon actual receipt. Any time period for response to a notice shall begin to run only when the notice is actually received, when delivery is refused or when delivery cannot be accomplished because the party to whom the notice has been sent can no longer be found at the correct notice address. The addresses (including email address) of the parties for notices are in page i.
- 15.1.2 Electronic Signatures: Landlord and Tenant consent to the use of **electronic signatures**, via Dropbox sign, on this Lease and all documents relating to the Lease, and any amendments to any of the foregoing. Landlord and Tenant agree that any **electronic signatures** appearing on the Lease are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronically signed Lease shall, for all purposes of the Lease and applicable law, be deemed to be "written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding.

Section 16
CONTINGENCIES OF LEASE

16. Landlord and Tenant agree that the Tenant shall have the right to terminate the Lease within 60 days of the following events:
conditions being satisfied:
1. Tenant submits a Special Use Permit in accordance with the Peachtree Corners Ordinances for operation of a Pawn Shop/Store business and provides any supplementary documents the city requests
- and;**
2. The city of Peachtree Corners Denies the SUP request.

IN WITNESS WHEREOF, Tenant has hereunto set Tenant's hand and seal this day and year first above written. By signing below, Tenant has had a chance to read and understand the terms and conditions of this Lease.

LANDLORD:

JAMONT HOMES, INC.
a Georgia domestic corporation

Farah Shah Date: _____
SIGNATURE

06 / 11 / 2024

PRINT: Farahnaz Ghasemshahi

TITLE: SECRETARY

TENANT:

EVELYN SANTOS, AN INDIVIDUAL

Evelyn Santos Date: 06 / 12 / 2024
SIGNATURE

PRINT: EVELYN SANTOS

TENANT:

MARVIN SANTOS, AN INDIVIDUAL

Marvin Santos Date: 06 / 12 / 2024
SIGNATURE

PRINT: MARVIN SANTOS

EXHIBIT A – SITE PLAN

Exhibit A is intended only to show the general layout of the shopping center upon execution of this Lease. It does not in any way supersede any of Landlord's rights with respect to arrangements and/or locations of public parts of the building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.

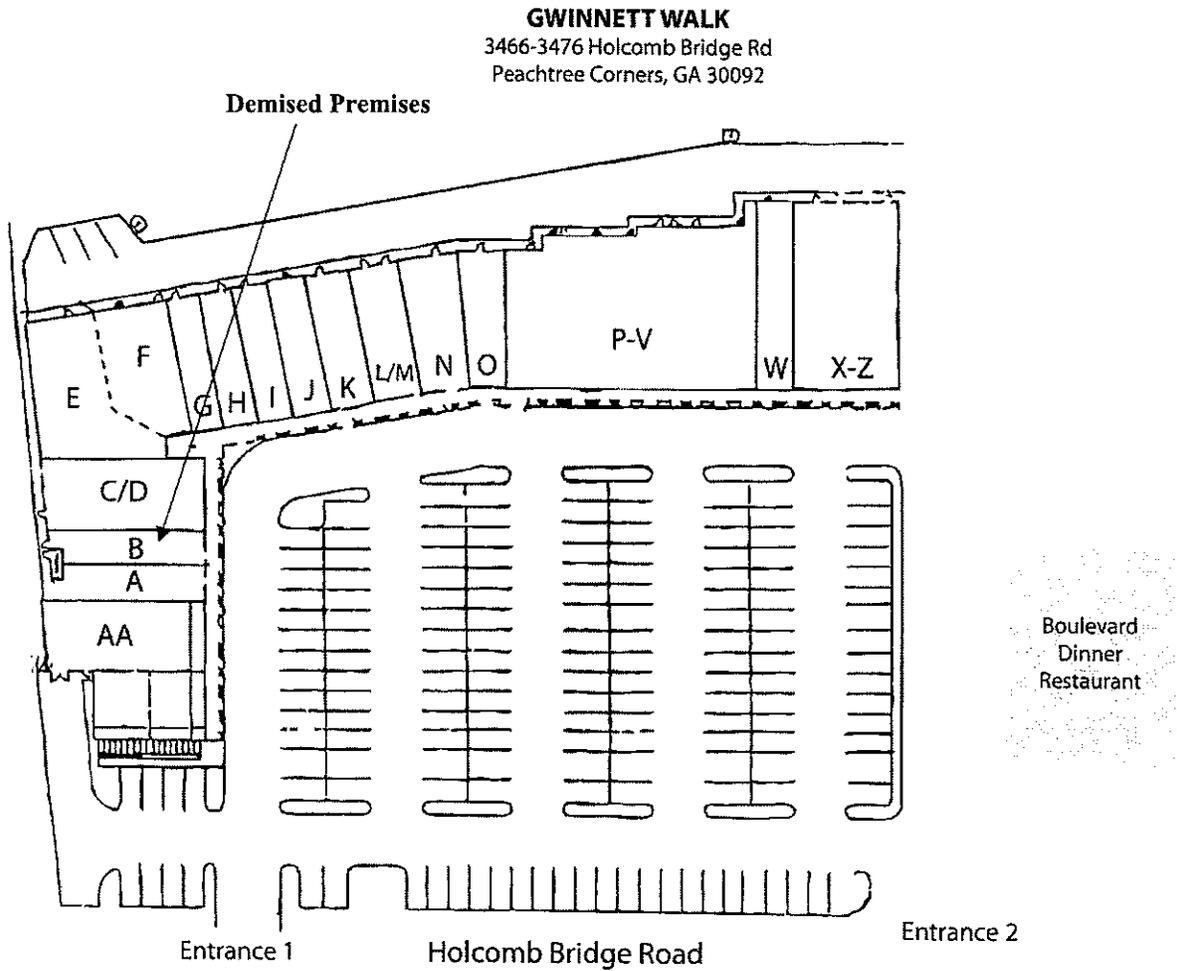


EXHIBIT B – TENANT IMPROVEMENTS

Exhibit B is incorporated herein and made a part of the Lease agreement. To the extent there is any conflict between the foregoing provisions and Exhibit B, Exhibit B shall govern and control. Upon the execution of this Lease, Landlord shall deliver HVAC to Tenant in working order, thereafter, Tenant shall be responsible for all plumbing, electrical, HVAC, finishing, lighting or any other improvements needed to complete the renovation of the Premises for the Use as stated above. (“Tenant Improvement”).

Tenant acknowledges that tenant has had the right to reasonably inspect the Premises and any equipment therein. Shall accept the Premises, including and not limited to all plumbing, electric and HVAC equipment and appliances in its “As-Is” condition as of the lease reference date, without warranty and with no additional improvements or inspections to be paid or done by Landlord. Tenant acknowledges that the Premises is not outfitted with any of the necessary appliances, equipment or grease trap requirements for cooking or preparing food.

Tenant accepts the Premises in its as-is condition and Landlord is not obligated to perform any Tenant Improvement work. In no event shall Landlord be responsible for any Tenant Improvement work. Any Tenant Improvement work shall be the sole responsibility of the Tenant and any and all costs shall be paid directly by Tenant. Tenant shall be responsible for the costs and fees associated to permitting and inspections of any kind.

All Tenant work or improvements shall be completed according to industry standards. Tenant shall provide Landlord with all plans, specs, purpose, location, contract’s written with contractors or employees, contractor’s name and contact info and insurance certificates, sign designs, and layout of Tenant’s facility. Landlord retains the right to approve or disapprove said proposal, which shall not be unreasonably withheld. Tenant is responsible for expenses related to architectural or engineered drawings, inspections of any kind and any costs associated with permitting.

Tenant shall be responsible for painting, improving, outfitting and maintain the Premises, at Tenant’s sole cost and expense, in as full and complete manner as reasonably necessary for the operation thereof in accordance with all requirements of Tenant’s Permitted Use and related materials and parts, furniture, furnishings and fixtures. At a minimum, within the first 120 days from the Commencement Date of this Lease and running till the termination or expiration of the lease, Tenant will cause to be installed and maintained a professionally built aluminum channel-lighted storefront sign and various signage on the windows done in a professional manner indicating the nature of the business operation of Tenant, hours of operation and other relevant information so that the Premises look occupied and well-maintained. Landlord shall have no responsibility whatsoever regarding any Tenant improvements.

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EXHIBIT C – REQUIREMENTS OF TENANT

The following documents are to be provided by Tenant to Landlord on the dates set forth below as part of the Lease.

Should Tenant not provide the documents by the dates set forth below, the following late fees will be due from Tenant.

<u>Lease Section</u>	<u>Item</u>	<u>Date Due</u>	<u>Late Fee</u>
Section 8.1	Insurance Certificate	10/10/2024	\$50.00/day
	Certificate of Occupancy	8/30/2024	\$500.00/month
	Business License	9/30/2024	\$500.00/month

Failure to procure the following documents in accordance with this lease shall serve as a material breach of Lease

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EXHIBIT D – BUILDING RULES AND REGULATIONS

- (1) No sign, placard, picture, advertisement, name or notice (collectively referred to as “Signs”) shall be installed or displayed on any part of the outside of the building without the prior written consent of the Landlord which consent shall be in Landlord’s sole discretion. All approved Signs shall be printed, painted, affixed or inscribed at Tenant’s expense by a person or vendor approved by Landlord and shall be removed by Tenant at Tenant’s expense upon vacating the Premises. Landlord shall have the right to remove any Sign installed or displayed in violation of this rule at Tenant’s expense and without notice.
- (2) If Landlord objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises or Building, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the opinion of Landlord, from outside the Premises.
- (3) If Tenant requires telephone, data, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord. Landlord shall direct electricians as to where and how telephone, data, and electrical wires are to be introduced or installed. The location of burglar alarms, telephones, call boxes or other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.
- (4) Tenant shall not place a load upon any floor of its Premises, including mezzanine area, if any, which exceeds the load per square foot that such floor was designed to carry and that is allowed by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such equipment or other property from any cause, and all damage done to the building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.
- (5) Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without Landlord’s prior written consent which consent shall be in Landlord’s sole discretion.
- (6) Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster or drywall (except for pictures and general office uses) or in any way deface the Premises or any part thereof. Tenant shall not affix any floor covering to the floor of the Premises or paint or seal any floors in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.
- (7) Cooking shall be done or permitted on the Premises, except that Underwriters’ Laboratory approved microwave ovens or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.
- (8) Tenant shall not use any hand trucks except those equipped with the rubber tires and side guards, and may use such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the building. Forklifts which operate on asphalt areas shall only use tires that do not damage the asphalt.
- (9) Tenant shall not use the name of the building or any photograph or other likeness of the building in connection with or in promoting or advertising Tenant’s business except that Tenant may include the building name in Tenant’s address. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the building.
- (10) All trash and refuse shall be contained in suitable receptacles at locations approved by Landlord. Tenant shall not place in the trash receptacles any personal trash or material that cannot be disposed of in the

ordinary and customary manner of removing such trash without violation of any law or ordinance governing such disposal. Tenant shall have dumpsters emptied by a trash company on a bi-weekly basis (i.e. Waste Management Services.) If Tenant fails in this respect, Landlord may give written notification to Tenant to clean up such refuse and debris. If Tenant does not remedy the situation within forty-eight (48) hours from receipt of such notification, Landlord retains the right to clean up the area and bill the tenant for such work. **Tenant shall be responsible to place black receptacles (trash cans) in front of entrance and said receptacle must be free from debris at all times. If trash receptacles become full, Tenant must empty trash from trash receptacles into Tenant's dumpster. If trash receptacles are full/ not emptied/ or located at any location other than storefront of Premises (suite A), upon the arrival of Landlord or his agents, contractors, Landlord shall have the right to empty the trash receptacle and charge the Tenant \$50 each time said receptacle is emptied.**

- (11) Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governing authority.
- (12) Tenant assumes all responsibility for securing and protecting its Premises and its contents including keeping doors locked and other means of entry to the Premises closed.
- (13) Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.
- (14) No person shall go on the roof without Landlord's permission.
- (15) Tenant shall not permit any animals, other than seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the property.
- (16) Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed on any portion of the Premises or parking lot.
- (17) These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the building. Landlord may waive any one or more of these Rules and Regulations for the benefit of any tenant or tenants, and any such waiver by Landlord shall not be construed as a waiver of such Rules and Regulations for any or all tenants.
- (18) Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the building and for the preservation of good order in and about the building. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.
- (19) Any toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown into them. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
- (20) Tenant shall not permit smoking or carrying of lighted cigarettes or cigars in areas reasonably designated by Landlord or any applicable governmental agencies as non-smoking areas.
- (21) Any directory of the building or project of which the building is a part of shopping center ("Shopping Center"), if provided, will be exclusively for the display of the name and location of tenants only and Landlord reserves the right to charge for the use thereof and to exclude any other names.

- (22) Canvassing, soliciting, distribution of handbills or any other written material in the Building or Shopping Center is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any goods or merchandise in the Building or Project Area without the written consent of Landlord.
- (23) Any equipment belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration.
- (24) Driveways, sidewalks, halls, passages, exits, entrances and stairways ("Shopping Center") shall not be obstructed by tenants or used by tenants for any purpose other than for ingress to and egress from their respective premises. Access areas are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the building or its tenants.
- (25) Landlord reserves the right to designate the use of parking areas and spaces. Tenant shall not park in visitor, reserved, or unauthorized parking areas. Tenant and Tenant's guests shall park between designated parking lines only and shall not park motor vehicles in those areas designated by Landlord for loading and unloading. Vehicles in violation of the above shall be subject to being towed at the vehicle owner's expense. Vehicles parked overnight without prior written consent of the Landlord shall be deemed abandoned and shall be subject to being towed at vehicle owner's expense. Tenant will from time to time, upon the request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees or agents.
- (26) No trucks, tractors or similar vehicles can be parked anywhere other than in Tenant's own truck dock area. Tractor-trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks under the dolly wheels to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the parking areas or on streets adjacent thereto.
- (27) During periods of loading and unloading, Tenant shall not unreasonably interfere with traffic flow and loading and unloading areas of other tenants. All products, materials or goods must be stored within the Tenant's Premises and not in any exterior areas, including, but not limited to, exterior dock platforms, against the exterior of the building, parking areas and driveway areas. Tenant agrees to keep the exterior of the Premises clean and free of nails, wood, pallets, packing materials, barrels and any other debris produced from their operation.
- (28) Any carpeting cemented down shall be installed with a releasable adhesive.
- (29) Upon vacating the premises at the termination of the lease, tenant will be responsible for cleaning the premises and delivering the property in clean condition.
- (30) Tenant shall not authorize anyone to walk upon, inspect, install anything upon, or repair the roof of the building.
- (31) Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgement may from time to time be needed, for safety, care, and cleanliness of the property, and for the preservation of good order therein
- (32) Wherever the word "Tenant" occurs, it is understood and agreed that it shall mean tenant's associates, agent's clerks, servants and visitors. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, servants and visitors.
- (33) Pest control in the premises is a Tenant expense.
- (34) Tenant agrees to provide all username, passwords and codes associated with the business, security systems or camera systems installed.

- (35) Tenant shall not install any new camera systems or wiring without Landlord's written consent.
- (36) Tenant shall provide internet for Landlord.

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Tenant's Initials: ES MS