

**RESOLUTION FOR LEASE OF 431 WEST PONCE DE LEON, SUITE 2
FOR THE PURPOSES OF THE REAIL RECRUITMENT INCUBATOR PROGRAM**

THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DECATUR, a public body corporate and politic (the "Authority") hereby, after consideration and affirmative vote, adopts this RESOLUTION as of the 10th day of September, 2021 (this "Resolution"):

W I T N E S S E T H:

WHEREAS, the Authority is a body corporate and politic of the State of Georgia pursuant to the provisions of the Downtown Development Authorities Law (O.C.G.A. Section 36-42-1 et seq.), as amended (the "Act"); and the Authority is now existing and operating and its members have been duly appointed and entered into its duties;

WHEREAS, the Authority is authorized under the Act to make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the Authority or to further the public purpose for which the Authority is created, including for the purpose of planning, organizing, and financing projects that will revitalize and redevelop the commercial business districts of the City of Decatur;

WHEREAS, under the Act, the Authority adopted on July 9, 2021 the *Resolution Supporting and Authorizing Participation in the Retail Recruitment Incubator Program and Appropriation of Funds* to establish the Retail Recruitment Incubator Program that introduces homegrown business start-ups by entrepreneurs to existing local restaurants, retail, and service establishments within the City of Decatur to increase the variety of retail and restaurant offerings for both residents and visitors of the City of Decatur as further set forth therein;

WHEREAS, the Authority desires to continue its support and participation in of the Retail Recruitment Incubator Program by leasing the commercial premises located at and known as 431 West Ponce de Leon, Suite 2, Decatur, DeKalb County, Georgia 30030 (the "Premises") to provide a pop-up space and/or share co-op spaces for use participates in the Retail Recruitment Incubator Program as set forth in the proposed *Lease Agreement* with 431 West Ponce de Leon LLC as Landlord and pursuant to the terms contained there, a true and correct copy of which is attached hereto and incorporated herein as Exhibit A (the "Proposed Lease");

WHEREAS, the Authority has evaluated and considered whether leasing the Premises from 431 West Ponce de Leon LLC for the benefit of the Retail Recruitment Incubator Program will further trade, commerce, industry and employment in the City of Decatur as required by and consistent with the purposes and provisions of the Act;

WHEREAS, this Resolution having come before the Authority for a public hearing pursuant to its rules and governing procedures and in accordance with all applicable laws, including all requisite public notice requirements; and,

NOW, THEREFORE BE IT RESOLVED, the Authority does hereby resolve and authorize, as follows:

1.

The Authority determines and finds that the lease of the Premises from 431 W Ponce de Leon LLC and consistent with the Proposed Lease and this Resolution will support Retail Recruitment Incubator Program to (a) stabilize and encourage economic development that will benefit the City of Decatur, the Authority, and citizens of the City of Decatur; and, (b) further trade, commerce, industry, and employment opportunities within the City of Decatur in furtherance of the purposes and provisions of the Act.

2.

The Authority authorizes and directs its Chair or its Executive Director in the Chair's absence to undertake such actions as necessary to negotiate and enter into a binding lease agreement with 431 West Ponce de Leon LLC as Landlord for lease of the Premises for a limited period of time and as otherwise consistent with the terms set forth in the Proposed Lease and this Resolution.

ADOPTED AND APPROVED this 10th day of September 2021.

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF DECATUR


Conor McNally, Chair

Attest:


Angela Threadgill, Executive Director

EXHIBIT A

CHECK LIST FOR LEASE

- ____ 1. COPY OF TENANT'S DRIVER'S LICENSE
- ____ 2. LEASE DATED, EACH PAGE INITIALED AND SIGNATURE PAGE SIGNED
- ____ 3. GUARANTY DATED AND SIGNED
- ____ 4. TENANT INFORMATION SHEET FILLED OUT BY TENANT
- ____ 5. CHECKS FOR FIRST MONTH'S RENT AND SECURITY DEPOSIT RECEIVED AND MADE OUT TO CORRECT LANDLORD ENTITY
- ____ 6. COPY OF CHECKS GIVEN TO TENANT WITH COPY OF LEASE
- ____ 7. OTHER, IF ANY
- ____ 8. BROKER, IF ANY, AGREEMENT SIGNED AND DATED BY BOTH LANDLORD AND BROKER

LEASE AGREEMENT

THIS LEASE is made as of the **Lease Date** between Landlord and Tenant in consideration of and upon the following terms and conditions, to which Landlord and Tenant hereby agree:

1. Basic Terms.

Lease Date: September 13, 2021

Premises: 431 West Ponce de Leon
Suite 2
Decatur, GA 30030

Landlord: 431 West Ponce de Leon LLC

PAYMENT TO BE MADE TO: 431 WEST PONCE DE LEON LLC

Landlord's Address: 416 E Paces Ferry Road
Atlanta, GA 30305

Tenant's Trade Name: Downtown Development Authority of the City of Decatur, GA

Tenant: Downtown Development Authority of the City of Decatur, GA

Principal Name: Angela Threadgill, Executive Director

Mailing Address: P.O. Box 220
Decatur, GA 30030

Email Address: angela.threadgill@decaturga.com

Permitted Use: Premises to be used as Retail Incubator Program promoting retail products from up to six (6) small e-commerce businesses & entrepreneurs

Term: One (1) year

Lease Commencement Date: Date this Lease is executed

Premises Delivery Date: October 1, 2021

Rent Commencement Date: See Exhibit A

Lease Termination Date: See Exhibit A

Minimum Rent and Annual Escalation: See Exhibit A attached. **PLEASE MAKE NOTE OF ANNUAL INCREASES; LANDLORD DOES NOT PROVIDE NOTICE**

Common Area Maintenance Charges: NA

Taxes and Insurance Charges: NA

Premises Area:	± 763 square feet												
Property:	Located at 431 West Ponce de Leon Avenue, Decatur, Georgia												
Building Rentable Square Footage:	± 18,440 square feet												
First Month's Full Rent:	\$2,543.33 to be deposited with Landlord at Lease execution												
Security Deposit:	\$2,543.33 to be deposited with Landlord at Lease execution												
Total Deposit:	\$5,086.66												
Brokers:	Cartel Properties III												
Exhibits:	<table border="0"> <tr> <td>Exhibit A</td> <td>Minimum Rent and Annual Escalation</td> </tr> <tr> <td>Exhibit B</td> <td>Premises</td> </tr> <tr> <td>Exhibit C</td> <td>Special Stipulations</td> </tr> <tr> <td>Exhibit D</td> <td>Tenant's Work</td> </tr> <tr> <td>Exhibit E</td> <td>Rules and Regulations</td> </tr> <tr> <td>Exhibit F</td> <td>Sign Criteria</td> </tr> </table>	Exhibit A	Minimum Rent and Annual Escalation	Exhibit B	Premises	Exhibit C	Special Stipulations	Exhibit D	Tenant's Work	Exhibit E	Rules and Regulations	Exhibit F	Sign Criteria
Exhibit A	Minimum Rent and Annual Escalation												
Exhibit B	Premises												
Exhibit C	Special Stipulations												
Exhibit D	Tenant's Work												
Exhibit E	Rules and Regulations												
Exhibit F	Sign Criteria												

The foregoing Basic Terms are hereby incorporated into and made a part of this Lease. Each reference in this Lease to any of the Basic Terms shall mean the respective information hereinabove set forth. The Basic Terms are supplemented by and shall be construed in connection with and be controlled by the remainder of this Lease, and in the event of conflict between the Basic Terms and any provisions set forth in the remainder of this Lease, the latter shall control.

2. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises located on the Property stated in Section 1 and incorporated herein by this reference, including all fixtures, furniture, and finishes therein (collectively, the "Premises") for the Lease Term, at the rental and upon the terms and conditions herein set forth. Notwithstanding anything in this Lease to the contrary, the Premises are being delivered and accepted in "AS IS" condition, without any express or implied warranties from Landlord to Tenant as to the condition or suitability of the Premises for Tenant's intended use, and, except as set forth on Exhibit D (if applicable), Landlord shall not be required to perform any Landlord Work relating to the Premises. **Prior to the execution of this Lease, Tenant shall have made such inspections of the Premises as Tenant believes appropriate and is relying on such inspections, rather than any representations from Landlord, as to the condition of such Premises.**

3. Term. The Term of the Lease shall commence and expire on the respective dates as set forth in Paragraph 1 above, subject to earlier termination as hereinafter provided and subject to the extension options, if any, expressly set forth in this Lease.

4. Minimum Rent. Tenant agrees to pay to Landlord, as fixed monthly Minimum Rent, the monthly Minimum Rent as set forth in Exhibit A of this Lease, without demand, deduction or setoff except as set forth in this Lease, in advance on

the first day of each calendar month until the Lease Termination Date stated in Paragraph 1 above. The obligation to pay monthly Minimum Rent shall commence on the Rent Commencement Date set forth in Exhibit A.

5. Escalation. See Exhibit A attached hereto.

6. Rent-General. THE RENT IS DUE ON THE FIRST OF EACH MONTH. In addition to the foregoing Minimum Rent, all other payments to be made by Tenant to Landlord under this Lease shall be deemed to be and shall be "Additional Rent" whether the same be designated as such in this Lease; and such payments under this Lease shall be due and payable on demand or together with the next-succeeding installment of monthly Minimum Rent, whichever shall first occur. Minimum Rent and Additional Rent are herein sometimes referred to as "Rent" or "Rental". Rent for any partial months at the beginning or end of the Term shall be prorated. As specifically set forth herein, Landlord, at its election, shall have the right to pay or take any action which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and Tenant shall promptly reimburse Landlord upon demand for all such sums paid by Landlord as Additional Rent under this Lease. All Rent shall be paid to Landlord at Landlord's Address or at such other address as Landlord may designate by prior written notice to Tenant, without any offset, deduction, notice or demand whatsoever. Any payment that is not made by Tenant on the due date shall be assessed a late charge ("Late Charge") in the amount of ten percent (10%) of the total amount past due if not paid within five (5) days after the due date, and Tenant shall be considered in default at that time. Any payment that is not received within thirty (30) days of the due date shall be assessed an additional daily interest charge of eighteen percent (18%) per annum (the "**Default Rate**") from the due date. Late Charge and interest described in this provision will be automatically assessed. TWO LATE PAYMENTS DURING THE TERM AND OR ANY OPTIONS COLLECTIVELY WILL EQUATE TO A TENANT DEFAULT, AND LANDLORD SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE WITH A SIXTY (60) DAY WRITTEN NOTICE TO TENANT AND TO COLLECT ALL MONIES OWED. Tenant has read the above paragraph and understands its terms.

Tenant's initials

Tenant covenants that to pay Minimum Rent and all Additional Rent hereunder shall be independent covenants and shall survive the expiration or sooner termination of this Lease. A fee of \$75.00 shall be charged for any dishonored, bounced, or non-sufficient fund (collectively "NSF") checks given to Landlord by Tenant. If Tenant presents more than two NSF checks to Landlord, then all future rents must be paid in cash or cashier checks. In addition to the above, Tenant also agrees to pay all costs incurred by Landlord, including reasonable attorney's fees, and/or collection and/or dispossessionary agency fees, plus court costs involved in collection of any rents not paid after Landlord has notified Tenant in writing that such rents are due and payable by a specified date. If Tenant is in monetary default more than twice during the Term, Landlord shall have the right to terminate this Lease and collect all monies owed, and Tenant shall have no recourse due to the termination.

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated 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 such check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

LANDLORD INITIALS: _____

TENANT INITIALS: _____

7. Premises Area. Landlord and Tenant hereby agree that the area of the Premises is set forth as the "Premises Area", and the area of all available and leased spaces within the Property is set forth as the "Building Rentable Square Footage" in Paragraph 1 of this Lease.

8. Taxes. Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand and upon proper documentation that part of such taxes for which Tenant is primarily liable hereunder.

9. Utility Charges and Waste Disposal.

9.1. The cost of common area maintenance, utilities, real estate taxes and insurance will be included in the monthly rent. Tenant agrees that it will not install any equipment that will exceed or overload the capacity of any utility facilities and shall be liable for any damages caused thereby. 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 approved in writing by Landlord. Tenant will be responsible for phone and any internet/wifi services.

The plumbing facilities, drains and lines in or about the Premises and/or the Shopping Center shall not be used for any purpose by Tenant or anyone under its control other than for the purpose for which they are constructed, nor shall Tenant put (or dispose of) any foreign substance (including any type of **wipe, paper towels and/or feminine products**) therein of a kind other than that for which such facility was specifically designed; and all cost and expense of repairing, replacing or restoring said facilities or equipment by reason of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.

9.2 Trash Disposal.

(a) The cost of the use of the trash receptacle will be included in the monthly rent. Only ordinary trash shall be allowed in the receptacle. Any large boxes, pallets, extraordinary trash shall not be allowed to be placed in the container and Tenant shall be responsible for the removal of such items from the Premises. **ALL CARDBOARD BOXES MUST BE BROKEN DOWN BEFORE BEING PLACED IN THE CONTAINER. NO LARGE PIECES OF WOOD, METAL OR STYROFOAM WILL BE ALLOWED IN THE CONTAINER. All trash shall be placed in trash bags and placed in the container – trash is not allowed on the ground around the container even if the container is full.**

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for the removal and disposal of any waste deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant agrees to separate and mark appropriately all waste to be removed and disposed of pursuant to subparagraph (a) above and hazardous, infectious or special waste to be removed and disposed of by Tenant pursuant to this subparagraph (b). Tenant hereby indemnifies and holds harmless Landlord from and against any loss, claims, demands, damage or injury Landlord may suffer or sustain as a result of Tenant's failure to comply with the provisions of this subparagraph (b).

10. Common Areas.

10.1 Use of Common Areas. All Common Areas which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license (revocable only in the event of an uncured default by Tenant under the terms of this Lease), and if any such license be revoked or if the amount of such areas be changed or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent or right to cancel this Lease nor shall revocation or diminution of such areas be deemed constructive or actual eviction. The use and occupancy by Tenant of the Premises shall include the use in common with others entitled the Common Areas including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, employee parking areas (if available), driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment servicing the Building but not the individual tenants, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and those lands, areas, buildings, improvements, sidewalks, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities. In no event will Landlord be liable for the interference with Tenant's use of Common Areas caused by any person or entity other than Landlord. Tenant acknowledges that repairs might be needed to the common areas and in such cases those areas might be blocked for temporary servicing.

10.2 Sidewalks. Tenant shall neither encumber nor obstruct the sidewalks adjacent to the Premises nor allow the same to be obstructed or encumbered in any manner, unless permitted by Landlord. Except as expressly set forth in this Lease, Tenant shall not place or cause to be placed any merchandise, signs, vending machines or anything else on any patio area, sidewalk or exterior of the Premises without the prior written consent of Landlord, which consent shall be in Landlord's absolute discretion.

10.3 Modification. The Common Areas are the private property of Landlord and are at all times subject to the unrestricted control of Landlord. Landlord may increase, reduce or change the number, dimensions and location of the walks, buildings and parking areas in any manner whatsoever that Landlord shall deem proper and reserves the right to make alterations or additions to the building in which the Premises are contained and to add buildings adjoining the same or elsewhere in the Property. If the amount or type of such areas is diminished, increased or otherwise altered, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Minimum Rent nor shall the diminution, enlargement or alteration of such areas be deemed constructive or actual eviction; provided, however, Landlord agrees not to make any such alterations or additions if the result of same would materially adversely affect access to or visibility of the Premises. The foregoing notwithstanding, the provisions of this Paragraph shall be subject to the provisions of Paragraph 14 below. Notwithstanding any provision of this Lease to the contrary, Landlord may temporarily close any part of the parking facilities or other portions of the Common Areas for such periods of time as may be necessary for (i) temporary use as a work area in connection with the construction of buildings or other improvements within the Property or contiguous property, (ii) repairs or alterations in or to the Common Areas or to any sewers, utility facilities or distribution lines located within the Common Areas, (iii) preventing the public from obtaining prescriptive rights in or to the Common Areas, (iv) security reasons, or (v) doing and performing such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas Landlord shall elect, including but not limited to using part of the Common Areas for non-customer parking; provided, however, that Landlord shall use reasonable efforts not to unduly interfere with or disrupt Tenant's business.

10.4 Landlord's Insurance. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate.

11. Insurance. Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, The Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

11.1 Insurance Coverages. From and after the date of Delivery Date, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(a) Commercial General Liability. Commercial general liability insurance, on an occurrence basis, as well as a per location basis, on an Insurance Services Office (ISO) commercial general liability insurance form CG 00 01, with a per occurrence limit of One Million Dollars (\$1,000,000) per occurrence for death, bodily injury and property damage, which coverage limits may be effected with umbrella coverage.

(b) Property. All risk property insurance, including fire and lightning, extended coverage, sprinkler damage, theft, vandalism and malicious mischief, or the ISO causes of loss-special form, in an amount adequate to cover one hundred percent (100%) of the replacement costs, without co-insurance, of Tenant's Property. Property insurance shall include business income coverage in amounts adequate to replace twelve (12) months' net income plus continuing expenses.

(c) Tenant shall also have Worker's Compensation Insurance sufficient under Georgia law.

(d) Plate Glass Insurance (Optional). Plate glass insurance with a deductible of not more than Two Hundred Fifty Dollars (\$250). Tenant understands that it will be responsible for all glass in Premises.

(e) Liquor Liability Insurance. Required if alcoholic beverages are served or sold from the Premises, in the amount of One Million Dollars (\$1,000,000).

(e) Other Insurance. Such other insurance as may be carried on the Premises and Tenant's operation of the Premises, as may be reasonable required by Landlord.

(f) **ALL ABOVE INSURANCE SHALL NAME LANDLORD AS AN ADDITIONAL INSURED.**

11.2 Insurance Policy Requirements. All insurance policies shall be written as follows:

(a) with insurance companies having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability insurance policy shall name Landlord, as well as any mortgagees, directors, officers, partners, agents, employees and managing agent as additional insureds and shall provide that they

may not be terminated or modified by endorsement in any way that would materially decrease the protection afforded Landlord under this Lease without thirty (30) days' advance notice to Landlord.

(b) shall be endorsed to contain a provision that the insurer will give to Landlord, and any ground lessor or Holder (as hereinafter defined) of which Tenant has received written notice at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and

(c) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

11.3 Blanket Insurance Policies. Any insurance provided for in this Paragraph 11 may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:

(a) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as their interests may appear;

(b) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance;

(c) any such policy or policies shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the Tenant's improvements and property; and

(d) the requirements set forth in this Paragraph 11 are otherwise satisfied.

11.4 Waivers. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies or those that should have been insured as required by this Lease, and waive all rights of subrogation or their prospective insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder. Every policy of insurance to be carried by Tenant hereunder shall contain a clause that such policy and the coverage evidenced thereby shall be primary and non-contributory with respect to any policies carried by Landlord (or any additional insureds) and that any coverage carried by Landlord shall be excess insurance. Tenant shall store its property in and shall occupy the Premises and all other portions of the Property at its own risk, and Tenant hereby releases and covenants not to sue Landlord, unless caused by the gross negligence or willful misconduct of Landlord, from all claims of any kind resulting in the loss of life, personal or bodily injury or property damage. Unless caused by the gross negligence or willful misconduct of Landlord, Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business except for any actions caused by gross negligence of Landlord. Landlord shall not be responsible or liable to Tenant at any time for any loss or damage to any person or property that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part of or defects therein or in any fixtures or equipment. In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs,

expenses and reasonable attorney's fees as provided by law and actually incurred. Tenant shall also pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in enforcing the terms of this Lease as provided by law and actually incurred.

11.5 Indemnity. Tenant warrants to protect, defend, indemnify and hold Landlord and Landlord's managing agents, and employees harmless from and against any and all claims, damages, liabilities, losses, or expenses (including attorneys' fees) arising out of or from (i) Tenant's use of the Premises, (ii) any breach or default in the performance of any obligation of Tenant, (iii) any act, omission or negligence of Tenant, its sublessees, assignees, licensees or concessionaires or any of their respective agents, employees and contractors. Tenant shall maintain contractual liability coverage to cover the indemnity provision of this Paragraph. Landlord shall not be liable for any damage to or loss of Tenant's personal property or improvements unless caused by the gross negligence or willful misconduct of Landlord.

11.6 Increase in Insurance Premiums. Tenant shall not stock, use or sell any article or do anything in or about the Premises which may be prohibited by Landlord's insurance policies or any endorsements or forms or which will increase any insurance rates and premiums on the Premises, the building of which they are a part or any other buildings in the Property. Tenant shall pay on demand any increase in premiums for Landlord's Insurance that may be charged on such insurance carried by Landlord resulting from Tenant's use and occupancy of the Premises or the Property whether or not Landlord has consented to the same. If due to any (i) occupancy, (ii) abandonment or (iii) vacancy of the Premises as herein provided, any insurance shall be canceled by the insurance carrier or if the premiums for any such insurance shall be increased, then in any of such events Tenant shall indemnify and hold Landlord harmless and shall pay on demand the increased cost of such insurance. Tenant also shall pay in any such events any increased premium on the rent insurance that may be carried by Landlord for its protection against loss through fire or casualty.

11.7 Limitation of Landlord's Liability. Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others, by theft or otherwise, unless caused by the negligence or intentional misconduct of Landlord, its agents, representatives and employees. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, bursting of or leaks from any part of the premises or from the pipes, appliances or plumbing works, or from the roof, street or subsurface, or from any other place, or by dampness, stoppage or leaking from sewer pipes, or by any other cause of whatsoever nature, unless caused by the negligence or intentional misconduct of Landlord or its agents, employees or contractors. Landlord shall not be liable for any such damage caused by other persons in the Premises, or caused by operations in construction of any private, public or quasi-public work. All property of the Tenant kept or stored on the Premises shall be kept or stored at the risk of Tenant only, and Tenant shall not assert claims against Landlord arising out of damage to the same, unless such damage shall be caused by the negligence or intentional misconduct of Landlord or its agents, employees or contractors.

12. Security Deposit Tenant has deposited with Landlord the amount of the Security Deposit as set forth in Paragraph 1. NO PORTION OF THE SECURITY DEPOSIT (UNLESS OTHERWISE STATED HEREIN) SHALL BE USED BY TENANT FOR ANY PAYMENT OF RENT DUE UNDER THIS LEASE OR UNLESS TENANT AND LANDLORD AGREE IN WRITING THAT THE SECURITY DEPOSIT MAY CREDITED TOWARDS ANY RENT OWED; HOWEVER, WITHOUT TENANT'S PERMISSION, LANDLORD SHALL HAVE THE RIGHT TO APPLY THE SECURITY DEPOSIT TO ANY PAST DUE AMOUNTS OWED BY TENANT OR IN THE EVENT TENANT'S RENT IS REDUCED, TOWARDS

THE DIFFERENCE BETWEEN THE ACTUAL RENT DUE AND THE REDUCED RENT. The Security Deposit shall be held by Landlord (without liability for interest and without any obligation to segregate it from Landlord's general funds) as security for the faithful performance by Tenant of all the terms of this Lease to be observed and performed by Tenant. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. IN THE EVENT THE SECURITY DEPOSIT IS USED AS STATED ABOVE FOR ANY RENTS OWED TO LANDLORD BY TENANT, TENANT SHALL BE REQUIRED TO REDEPOSIT AN ADDITIONAL SECURITY DEPOSIT UPON WRITTEN REQUEST FROM LANDLORD WITHIN TEN BUSINESS DAYS FROM SAID NOTICE. Should Tenant comply with all of said terms and promptly pay all of the Rents as they fall due and all other sums payable by Tenant to Landlord, the Security Deposit shall be returned in full to Tenant at the end of the Term. In the event Tenant breaches its obligations under this Lease, including but not limited to failure to pay Minimum Rent set forth in Paragraph 4 or any other Rent, Landlord shall be entitled to retain the Security Deposit and apply it to any outstanding rents due or sums owed by Tenant. In the event of bankruptcy or other creditor-debtor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent for all periods prior to the filing of such proceedings. Landlord may deliver the Security Deposit to any purchaser of Landlord's interest in the Premises in the event that Landlord's interest shall be sold, and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit. This provision shall also apply to any subsequent transferees.

IF TENANT HAS A SECURITY DEPOSIT ON FILE, IT WILL NOT BE RETURNED TO TENANT UNTIL COPIES OF ALL FINAL UTILITIES BILLS IN ITS NAME ARE SENT TO LANDLORD SHOWING PAID IN FULL. UPON RECEIPT OF SUCH COPIES, THE DEPOSIT SHALL BE RETURNED TO TENANT SO LONG AS TENANT HAS NOT BEEN IN DEFAULT OF THE LEASE AND HAS FULFILLED ALL THE TERMS ACCORDING TO THE LEASE.

13. Construction of Improvements. Tenant has inspected and examined the Premises and the improvements and is familiar with the physical condition of the Premises. Tenant agrees to promptly commence Tenant's Work after substantial completion of Landlord's Work, if any, and to complete Tenant's Work and open the Premises for business on or before the Rent Commencement Date. From and after the date hereof, Tenant may at any time during the Lease Term, with the written consent of Landlord, make non-structural decorative improvements or alterations not requiring code compliance to the Premises (not to exceed \$10,000.00 per year) as Tenant may from time to time deem necessary or desirable; provided, however, Tenant shall not have the right to make any improvements or alterations that affect the structure, building systems or outward appearance of the Premises without the prior written consent of Landlord. Tenant shall submit to Landlord complete and detailed plans and specifications for such work at the time approval is sought. Landlord may withhold approval in its absolute discretion. Any improvements or alterations (including without limitation, lighting fixtures) made to or installed in the Premises shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Lease Term become the property of Landlord; provided, however, Landlord may, at its option, require Tenant, at Tenant's sole cost and expense, to remove any such improvements or alterations at the expiration or sooner termination of the Lease Term and to repair any damages to the Premises caused by such removal. All parts of the interior of the Premises shall be decorated by Tenant periodically, as approved in advance in writing by Landlord for any improvements costing more than \$10,000.00.

The interest of Landlord in the Premises is not subject to liens for improvements or alterations made by Tenant. Tenant will not create or permit to be created or remain as a result of any action or work done or contracted for by Tenant, any lien, encumbrance or charge levied on account of any imposition of any mechanic's, laborer's or materialman's lien which might be or become a lien, encumbrance or charge upon the Premises, or any part thereof,

or the income therefrom, whether or not the same shall have any priority or preference over or ranking on a parity with the estate, rights and interest of Landlord in the Premises or any part thereof, or the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Premises or any part thereof, might be impaired. Any mechanic's, laborer's or materialman's lien shall be discharged in accordance with the following:

If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, as a result of any action or work done on behalf of or contracted for by Tenant at any time during the Term and/or option periods of this Lease, Tenant, within thirty (30) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then, in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien by paying the amount claimed to be due. Any amount so paid by Landlord and all costs, expenses and fees, including without limitation attorneys' fees, incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or not the same has been discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, together with interest thereon at the Default Rate from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant to Landlord upon demand.

Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Premises or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services of the furnishing of any materials that would give rise to the filing of any lien against the Premises any part thereof, nor to subject Landlord's estate in the Premises or any part thereof, to liability in any way under any mechanic's and/or materialman's lien laws of the State of Georgia, it being expressly understood that Landlord's estate shall not be subject to any such liability.

13.1 Plans and Specifications. Before and after the execution of this Lease, any Tenant improvements must be submitted to Landlord and approved by Landlord. The Tenant improvements shall be constructed substantially in accordance with plans and specifications prepared by Tenant at its sole expense. In the event Landlord fails to respond to Tenant within five (5) days after such plans and specifications are submitted by Tenant, the plans and specifications submitted shall be deemed rejected for purposes of this Lease, and in such instances, Landlord shall, within ten (10) days, provide Tenant with written comments describing the reasons for rejecting Tenant's plans. Landlord shall not unreasonably withhold its approval to any submitted plans and specifications so long as the contemplated improvements are consistent with the Premises plan attached hereto and are in compliance with applicable codes and zoning ordinances and current variances.

14. Changes in Property. Landlord hereby reserves the right at any time: (i) to make alterations or additions to and to build additional stories on the building in which the Premises are contained and to build adjoining the same; (ii) to construct other buildings or improvements in the Property from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same; and (iii) to make any changes in the Common Areas; provided, however, Landlord agrees that any such changes to the Property or Common Areas will not adversely affect ingress, egress, or visibility of the Premises.

15. Use and Operation of Business.

15.1 Permitted Use (a) Tenant shall use the Premises only for the Permitted Use set forth in Paragraph 1, and Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. Tenant shall conduct its business only under its own name or under the Retail Incubator Program, including the name or trade name of the businesses and entrepreneurs participating in the Retail Incubator Program as set forth in Paragraph 1. Tenant shall continuously conduct the Retail Incubator Program in the Premises during the regular customary days and hours of such type of business in the city or trade area in which this Property is located, and shall keep the Premises open for business during those days, nights and hours as shall be determined by Landlord but in no event less than thirty hours a week unless such closure is (i) caused or occasioned by Landlord; (ii) is approved by Landlord in writing; or (iii) is due to a casualty and subsequent repair. In the event Tenant fails to continuously open and operate the Retail Incubator Program in the Premises, in addition to any and all remedies to Landlord herein provided, Tenant shall pay additional rent at the rate of One Hundred and 00/100 Dollars per day for each and every day that Tenant shall fail to commence to do or conduct business as herein provided; said rent shall be in addition to the Base Rent and other rental otherwise provided for herein and is intended to contribute to the expense of monitoring Tenant's failure to open and shall not be deemed a penalty or liquidated damages.

Tenant shall keep the display windows and signs, if any, in the Premises well lighted during the hours from sundown to 11 p.m., unless either prevented from doing so by events beyond the control for Tenant or such requirement is waived by Landlord. Under no circumstances shall the Premises be used for any purpose that creates a public or private nuisance; that emits noise or objectionable, loud music; that offers for sale alcoholic beverages for consumption on the Premises where sales are not generally incidental to the sale of food; that is a liquor store; that is an adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials or a massage parlor or a so-called "head shop" or nude dancing or lingerie exhibiting establishment; and shall not be used for any illegal purposes, nor in any manner to violate the insurance or increase the cost of insurance on the Premises. If applicable, Tenant shall install and maintain at all times attractive displays of merchandise in the display windows of the Premises. If applicable, Tenant shall maintain at all times high standards of merchandising in the Property, adequately staff its store and carry sufficient stock of merchandise of such size, character and quality to accomplish the same. Tenant shall not solicit business nor distribute advertising matter in the parking or other Common Areas, or operate or permit to be operated vending machines in the Common Areas. Tenant shall not conduct any secondhand, auction, distress, fire, bankruptcy or going-out-of-merchandise sale or otherwise conduct its business outside the confines of the Premises. Tenant shall keep the Premises, including all glass and doors and storefront, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition free from shrill or excessive noise and vibrations, free from noxious or objectionable odors and fumes (including the provision of any exhaust or other systems which shall be necessary to prevent any vapors, odors, fumes or other objectionable substances from emanating from the Premises), and free from loiterers. If Tenant's use in any way obstructs or interferes with the normal conduct of other tenants or occupants of the Property (as determined by Landlord in its sole discretion), and with written advance notice to Tenant to cure such obstruction or interference within fifteen (15) days and if not cured by Tenant, Landlord shall have the right to terminate this Lease upon thirty (30) days' notice to Tenant.

Notwithstanding anything to the contrary herein in Paragraph 15.1, Landlord acknowledges that there may be interruptions, delays, and transition periods associated with the Retail Incubator Program based upon individual participation by and operations of the businesses and entrepreneurs in the program. Such interruptions, delays, and transition periods shall not constitute a default of Paragraph 15.1 or this Lease.

15.2 Moisture Issues. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. Tenant agrees to: (i) promptly report to Landlord in writing any maintenance problems involving water, moist conditions, or mold; (ii) maintain water in all drain traps at all times; (iii) not block or inhibit the flow of return or make-up air into the HVAC system serving the Premises and will maintain the Premises at a consistent temperature and humidity level in accordance with the Landlord's instructions; (iv) regularly conduct janitorial activities, especially in bathrooms, kitchens, and janitorial spaces to remove mildew and prevent or correct moist conditions; and (v) otherwise conduct all activities in the Premises in a manner that prevents unusual moisture conditions or mold growth. Tenant shall be responsible for the removal of any mold from the Premises from the date of Lease execution.

16. Compliance with Laws. Tenant shall, at its own cost and expense: (i) comply with all governmental laws, ordinances, orders and regulations affecting the Premises now in force or which hereafter may be in force; (ii) comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, Landlord's insurance companies and other organizations establishing insurance rates; and (iii) not suffer, permit or commit any waste or nuisance. In the event, at any time during the Term of this Lease, any addition, alteration, change, repair or other work of any nature, structural or otherwise, is required or ordered or becomes necessary on account of any governmental regulation now in effect or hereafter adopted, passed or promulgated, or on account of any other reason with respect to any buildings or improvements hereafter placed on the Premises, and the addition, alteration, change or repair is due solely to Tenant's use of the Premises, then the entire expense thereof, regardless of when the same shall be incurred or become due, shall be the liability of Tenant. Otherwise, the cost and expense of any such addition, alteration, change, or repair shall be at the sole cost and expense of Landlord. Landlord and its authorized representatives may enter the Premises at reasonable times upon prior reasonable notice to inspect said Premises in order to determine whether or not Tenant is complying with its obligations under this Lease, and shall have the right to request at any time documentation from Tenant relevant to the Premises such proof of required tax payments, required governmental permits for its business/operation, etc.

17. Assignment and Subletting.

(a) Tenant covenants that it will not assign, mortgage, or encumber this Lease, nor sublease the Premises, or permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Landlord. The assignee/sublessee shall be referred herein as new tenant in this Paragraph 17.

(b) Landlord will not unreasonably withhold its consent to any assignment or sublet of this lease by Tenant so long as Landlord is given the approved financials of new tenant that show a net worth that is acceptable to Landlord, that new tenant is not a new operator and has a satisfactory operating history with an acceptable business reputation meaning that the assignor/sublease has turned a profit in two of the preceding three years, has a positive credit history with a credit score of not less than 650 and has no criminal record.

(c) Tenant shall, upon any assignment or subletting, furnish Landlord with a true and complete copy of all assignment or sublease documents, and shall advise Landlord of all rental amounts pursuant to such assignment or sublease.

(d) Should Landlord permit any assignment or subletting by Tenant, all rents shall be paid directly to Landlord by the new tenant.

(e) Landlord in granting an assignment or sublet reserves the right to terminate the Lease and enter a new lease with any new tenant.

(f) In addition, Tenant shall be responsible for all of Landlord's attorney fees, if any, for assignment documentation, and a minimum fee of \$500.00 shall be charged to Tenant.

(g) Tenant shall also be responsible for any default of assignee including all costs incurred by Landlord for collection of any rents or additional rents and or removal of assignee from the Premises due to default.

Assignment and Subletting for a Portion of the Premises

If Landlord agrees that a portion of the Premises can be sublet, Tenant shall be totally responsible and liable for all actions of Sub-Tenant relating to the terms and conditions of this Lease, and Tenant shall not sub-lease to anyone having a criminal record. If Tenant defaults in any way on this Lease, Sub-Tenant shall have no rights pertaining to this Lease, and except for monetary issues, shall be subject to all actions related to Tenant's default. Tenant shall have on file with Landlord the Sub-Tenant's name, mailing address, type of business, EIN/Social Security Number, copy of driver's license and current phone numbers.

Notwithstanding anything to the contrary in Paragraph 17, Landlord acknowledges and consents to the Permitted Use as set forth in Paragraph 1, including specifically that the Premises is to be used by Tenant as the Retail Incubator Program promoting retail products from up to six (6) small e-commerce businesses and entrepreneurs and that such Permitted Use, including the occupation and use by these businesses and entrepreneurs of the Premises shall not constitute an assignment or sublet of the Premises or a default of this Lease.

18. Signs, Fixtures and Alterations. All fixtures installed by Tenant shall be new or completely reconditioned. Except as specifically set forth herein, Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Whether Tenant furnished Landlord with the foregoing or not, Tenant shall and hereby agrees to indemnify and hold Landlord harmless from and against any and all loss, damage, claim, demand, liability or expense (including court costs and attorneys' fees), at law or in equity, including without limitation, any damage or injury to property or person, arising out of, as a result of, or in connection with any of said alterations, additions or improvements or the construction thereof. Tenant shall not place or suffer to be placed or maintained any sign, awning or canopy in, upon or outside the Premises or in the Property without first obtaining Landlord's written approval and consent in each instance. Tenant shall maintain any such sign or other installation as may be approved, in good condition and repair. Tenant shall comply with all sign criteria set forth in Exhibit F attached hereto.

19. Repairs.

19.1 LANDLORD REPAIRS:

Landlord shall, at Landlord's sole cost and expense, repair and maintain in good order and condition, ordinary wear and tear excepted, only the following items: roof and roofing systems, the heating, ventilation and air conditioning system, the exterior walls, the structural soundness of the concrete floors and the exterior walls thereof in good order, repair and condition, (exclusive of structural elements constructed by Tenant) AND exclusive of any work required because of damage caused by any act, omission or negligence of Tenant, any subtenant or their respective

employees, agents, invitees, licenses or contractors. Landlord shall not be required to commence any such repair until ten (10) days after written notice from Tenant that the same is necessary except in an emergency. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of the Landlord shall be controlled by the Articles of the Lease dealing therewith.

If Landlord is required to make repairs to the Premises by reason of Tenant's acts, omissions, or negligence or if Tenant refuses or neglects to repair as required hereunder to the reasonable satisfaction of Landlord, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof. Upon completion thereof, Tenant shall reimburse Landlord's costs for making such repairs plus twenty percent (20%) of such costs for overhead and supervision, upon presentation of a bill therefor, as additional rent.

Landlord shall also be responsible for the portions of the electrical and plumbing systems servicing the Premises which are located outside the exterior boundaries of the Premises (so long as any exterior repair problems to these systems have not been caused by Tenant in which case the repair shall be Tenant's responsibility) and any utilities that are not separately metered. Except as herein provided regarding casualty loss, and unless caused by the gross negligence or willful misconduct of Landlord, all signs, doors, windows, and glass at the Premises are excluded and are Tenant's responsibility. If any such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees or invitees, or any damage is caused by breaking and entering, and if Tenant refuses or neglects to make such repairs or replacements, or if Landlord is required to make such repairs or interior or structural repairs by reason of Tenant's negligent acts or omissions, then in such event, such work shall be reimbursed by Tenant as Additional Rent plus twenty percent (20%) within ten (10) days upon receipt of a bill from the Landlord.

Except as otherwise expressly stated in this Lease, Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall at once report in writing to Landlord any defective condition which Landlord is required to repair pursuant to this Section. Tenant's failure to report to Landlord any such condition or defect shall make Tenant responsible to Landlord for any additional costs and expenses incurred by Landlord because of such defect. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time (at least thirty (30) days) after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as herein provided regarding casualty loss, and unless caused by the gross negligence or willful misconduct of Landlord, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations, or improvements in or to any portion of the Premises or in or to fixtures, appurtenances, and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute, or ordinance now or hereafter in effect.

19.2 Repairs by Tenant. Tenant shall, at its own cost and expense and at all times, take good care of and make necessary repairs or replacements to the interior and exterior of the Premises, and the fixtures and equipment therein and appurtenances thereto, including the exterior and interior windows, doors and entrances, store fronts, signs, showcases, floor coverings, interior walls (non-structural), columns (non-structural) and partitions, lighting, plumbing and fixtures, ventilating, electrical and fire detection and protection systems installed by Landlord or Tenant exclusively serving the Premises. Tenant shall be responsible for any leaks around ducts, pipes, vents, or other parts

of the heating, air conditioning, ventilating and plumbing systems including any protrusions through the roof of the Premises. In addition, through a licensed or qualified contractor, Tenant shall cause to be performed all maintenance on the Premises and its systems and equipment, in a good and workmanlike manner including the quarterly HVAC maintenance agreement for the changing of heating, ventilating and air conditioning filters and lubrications, adjustments, and inspections and shall provide evidence of such maintenance contract within thirty (30) days of Landlord's request. Tenant agrees to keep in good order and repair and to replace as needed all equipment, fixtures, and water, sewer, electrical and sprinkler systems within the Premises, and Tenant shall be liable for any damage to such systems resulting from Tenant's misuse SO LONG AS TENANT KEEPS A MAINTENANCE AGREEMENT ON THE HVAC, LANDLORD AGREES TO MAKE REPAIRS TO THE SYSTEM.

Tenant shall be responsible for any damage to the roof of the Premises caused by any air conditioning maintenance activities or roof penetrations performed by anyone on Tenant's behalf. All damage or injury to the Premises or the Property caused by the act or negligence of Tenant, its agents, employees, licensees, invitees or by visitors shall be promptly repaired by Tenant at its sole cost and expense and to the reasonable satisfaction of Landlord. After written notice to Tenant, Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof plus twenty percent (20%), and Tenant hereby agrees to pay such amounts on demand as Additional Rent hereunder.

Each party agrees that it will procure all necessary permits before making any repairs, alterations, other improvements or installations. Each party hereto shall give written notice to the other of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently. Each party further agrees that in doing such work it shall employ materials of good quality and comply with all governmental requirements and perform such work in a good and workmanlike manner.

MOLD DISCLOSURE

There are many different types of indoor environmental contaminants, such as pet dander, dust mites and mold. Molds and other potential contaminants have always been a part of our environment. Mold is everywhere, indoors and outdoors. Everyone is exposed to some mold on a daily basis without evident harm. Due to a number of factors, including the fact that sensitivities to various types of molds and other contaminants vary from person to person, there are no state or federal standards concerning acceptable levels or exposure to mold. Therefore, it is unknown if potential health problems relate exclusively to poor indoor air quality. Tenant should determine for himself whether to subject himself and others who will occupy or use the Premises to these risks. Therefore, Tenant shall be responsible for any damages caused by mold, mildew, fungus or any by product or toxin of or from mold, mildew or fungus (including but not limited to any mycotoxins or trichothecenes) that may result from or be associated with the Property, including but not limited to defects in the development or construction of the Property, whether such damage is in the nature of property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effects, or any other adverse effects. Any implied warranties, including but not limited to any of workmanlike construction, habitability or fitness for a particular use, that might impose such responsibility or liability are hereby waived by the Tenant and disclaimed by the Landlord as to such matters.

20. Destruction.

20.1 Restoration. In the event that the Building in which the Premises is located shall be damaged or

destroyed by fire or other casualty insurable under Landlord's insurance coverage and neither Landlord nor Tenant elects to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Building. Landlord's obligation to rebuild and repair under this Section shall be limited to the restoration of Landlord's Work substantially to the condition in which the same existed immediately prior to the casualty and shall be further limited to the extent of insurance proceeds available to Landlord for such restoration. Tenant agrees that promptly after the completion of such work by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair, and restore its signs, trade fixtures, equipment and other personal property.

20.2 Rental Abatement. Tenant agrees that during any period of reconstruction or repair of the Building, it will continue the operation of its business within the Premises to the extent reasonably practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, Tenant's obligation to pay Base Rent shall be abated in the proportion that the square footage of the Premises which is not usable bears to the total square footage of the Premises.

20.3 Tenant's Right to Terminate. Upon the occurrence of a fire or other casualty, Landlord shall notify Tenant of Landlord's good faith estimate of the time needed to undertake reconstruction of the Premises and/or the Shopping Center, as the case may be, and whether sufficient insurance proceeds are available for restoration. If such estimated time exceeds the lesser of two hundred seventy (270) days or one-third of the remaining Term of Lease as set forth in Paragraph 1 from the date of Casualty, or if sufficient proceeds will not be available to Landlord for restoration, Tenant shall have the right to terminate this Lease, provided notice of termination is given in writing to Landlord within thirty (30) days after Landlord provides notice of such good faith estimate. In the event that Tenant does not exercise such right of termination as provided in the immediately preceding sentence, Landlord shall, at its sole cost and expense, commence to repair the damage caused by such casualty.

20.4 Landlord's Right to Terminate. In the event of material damage to the building in which the Premises is located to the extent that Landlord determines not to rebuild such building, Landlord shall have the right to terminate this Lease by written notice to Tenant within sixty (60) days of the occurrence of such casualty. Landlord agrees not to exercise this termination right in a fashion which is discriminatory against Tenant when compared to the treatment afforded similarly situated tenants.

21. Condemnation

21.1 Substantial Taking. In the event of a taking for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or sale in lieu thereof, Tenant shall have the right to terminate this Lease in the following circumstances: (i) if more than thirty percent (30%) of the floor area of the Premises is taken; (ii) if less than thirty percent (30%) of the floor area of the Premises is taken but the remainder of the Premises is not useable by Tenant in the operation of its business; or (iii) if a Substantial Portion of the Shopping Center is taken or sold in lieu thereof. As used herein, the term "Substantial Portion" of the Shopping Center is defined to be any of the following: (i) any taking or sale in lieu thereof which results in the loss of twenty percent (20%) or more of the parking spaces serving the Shopping Center (unless replacement parking is not promptly provided by Landlord); (ii) any taking which results in the loss of direct access to and from the Premises and an adjacent public street or highway.

21.2 Insubstantial Taking. In the event of a taking or sale in lieu thereof which does not result in a termination of this Lease, rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the

area taken, effective on the date possession is taken by the condemning authority. Landlord shall make all necessary repairs or alterations necessary within the scope of Landlord's Work to render the Premises an architectural whole.

21.3 Award. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises or Common Areas shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord except for any portion of the award attributable to Tenant's fixtures, equipment or leasehold improvements made by Tenant at Tenant's expense. Nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord or the owner of the fee simple estate in the Shopping Center.

22. Default.

22.1 Event of Default. The happening of any one or more of the following shall be deemed to be an event of default under this Lease:

(a) Tenant or any Guarantors shall make an assignment for the benefit of its creditors which assignment is not withdrawn within seven (7) days after Landlord mails notice of such default to Tenant;

(b) The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of Tenant or a Guarantors, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant or a Guarantors, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein are not discharged within fifteen (15) days after the institution of such proceedings;

(c) The doing, or permitting, of any act by Tenant which creates a lien against the land or building of which the Premises are a part and the same not being released or bonded within fifteen (15) days after the lien is filed;

(d) Failure of Tenant to cause Landlord to receive payment of any installment of Rent or other charges or money obligation herein required to be paid by Tenant to Landlord on the date when such payment is due and payable, and such failure is not cured within five (5) business days after written notice from Landlord;

(e) Any representation, warranty, or statement made by Tenant, in this lease or in any other information provided by Tenant or any Guarantors to Landlord with respect to the identity, net worth, liabilities, assets, business or financial condition of Tenant or any Guarantors, or any other matter, shall prove to be untrue or misleading;

(f) Tenant closes its business and/or any utility to the Premises is disconnected for more that fifteen (15) consecutive business days;

(g) Tenant (or any person claiming or occupying by, through or under Tenant) commits waste to the Premises and such waste is not cured within fifteen (15) days of Landlord's written notice thereof to Tenant;

(h) Tenant fails to take action in accordance with the provisions of any written notice from Landlord to remedy the breach or non-compliance by any Guarantors of this Lease and such breach or non-compliance is not cured within fifteen (15) business days of receipt of Landlord's written notice thereof to Tenant;

(i) Failure of Tenant to timely submit plans and specifications for Tenant's Work to be performed in the Premises and is not cured within fifteen (15) days of receipt of Landlord's written notice thereof to Tenant; or

(j) Failure of Tenant to comply with any covenant or provision of this Lease within five (5) days (unless otherwise noted above in this paragraph) after Landlord mails such notice of default to Tenant.

(k) Failure to comply with any provision more than twice in any twelve (12) month period, even if such default is timely cured.

22.2 Rights and Remedies

(a) In the event of Tenant's default, Landlord may without further notice (i) terminate this Lease, (ii) terminate Tenant's right to possession without terminating this Lease or (iii) without terminating this Lease re-enter and resume possession of the Premises (disregarding whether the Lease terminated as a matter of law). In all such events, Tenant covenants to pay, monthly, all remaining Rent and Additional Rent that shall come due during the Lease Term, as the same would have become due as set forth in the Lease, less any amounts received by Landlord from reletting the Premises, all subject to adjustment, if any, as set forth in this subparagraph. In addition, Tenant shall be responsible for all expenses incurred by Landlord in regaining possession and in reletting the Premises, until such time, if any, as Landlord relets same and the Premises are reoccupied. Landlord shall have no obligation or duty to relet the Premises or to mitigate its damages. Upon reletting, sums received from such new lessee shall be applied first to payment of costs incident to reletting and regaining possession; then to any indebtedness to Landlord from Tenant other than for Minimum Rent; and any remaining excess shall then be applied to the payment of Minimum Rent due and unpaid. The balance due by Tenant for such month shall be paid by Tenant to Landlord within seven (7) business days of written notice of same from Landlord. Tenant shall have no right to any proceeds of reletting that remain following application of the proceeds as above and Landlord shall be entitled to same as a brokerage fee for reletting the Premises. Landlord shall be entitled to recover any rent concession provided for in this Lease.

(b) Landlord may exercise any or all remedies in this Lease in addition to any others provided by applicable law, and upon reasonable written notice to Tenant, may cure any breach by Tenant at Tenant's cost and expense. Tenant shall reimburse Landlord for such expense upon demand.

(c) In the event Tenant is in default beyond any cure period, in addition to any amounts owed by Tenant, a charge of \$350 for a dispossession fee shall also be charged to Tenant in the event Landlord has to start eviction against Tenant. This shall be in addition to any other fees incurred by Landlord due to Tenant's default including late fees, attorney and/or collection fees.

(d) In the event Tenant is in default two or more times during the term and or any options collectively and Landlord allows Tenant to remain in the Premises, Landlord shall have the right during the remainder of the term to terminate this Lease with a sixty (60) day written notice to Tenant and to collect any and all monies owed.

22.3 Bankruptcy. During the Lease Term, in the event of a filing or any proceeding by or against Tenant for the adjudication of Tenant as a bankrupt debtor or for any other relief under the bankruptcy or insolvency laws of the United States, Landlord may exercise any and all rights available to landlords under the Bankruptcy Code. Tenant acknowledges that this lease is a Lease of non-residential real property which has been developed or will be developed as a shopping center. If Landlord cannot terminate this Lease because of law, then Tenant, as a debtor in possession

or on behalf of any trustee for Tenant, shall; (i) within the statutory time, assume or reject this Lease and (ii) not seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord. In such event, Tenant or any trustee for Tenant may only assume this Lease if (A) it cures or provides adequate assurance that it will promptly cure any default hereunder, (B) it compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, and (C) it provides adequate assurance of performance during the Lease Term of all of the terms, covenants and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance shall include, without limitation, adequate assurance (1) of the source of Rent reserved hereunder and (2) the assumption of this Lease will not breach any provision hereunder. The rejection of this Lease by Tenant under Bankruptcy Code, 11 U.S.C. § 101 et seq. shall constitute a substantial default and breach of this Lease by Tenant. Upon the occurrence of any such event of material default and breach by Tenant, Landlord may terminate this Lease by written notice to Tenant.

22.4 Attorney's Fees. If Landlord requires an attorney to judicially enforce any of the provisions of this Lease (other than those requirements regarding the payment of money), Landlord shall be entitled to all reasonable actual expenses including attorney's fees and costs incurred by it. If Landlord requires an attorney/collection agency to file dispossessory and/or collect any monies due hereunder, Landlord shall be entitled to all reasonable actual expenses and costs incurred by it, including attorney's fees. In the event that any action, suit or other proceeding is initiated concerning or arising out of this Lease, the prevailing party shall recover all of such party's costs and attorneys' fees incurred in each and every action, suit or other proceeding, including any and all appeals or petitions therefrom from the non-prevailing party. As used herein, "attorneys' fees" shall mean the full and actual costs of any legal services actually rendered in connection with the matters involved, calculated on the basis of the usual fee charged by the attorney performing such services.

22.5 Landlord's Default. Landlord shall be in default under this Lease upon the failure or refusal of Landlord, at any time during the Lease Term, to fulfill or perform any covenant, agreement or obligation of Landlord hereunder if such failure or refusal shall continue without correction for a period of thirty (30) days after notice thereof to Landlord, provided that if such covenant, agreement or obligation shall be of such a nature that it can be fulfilled or performed and if Landlord in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, a default by Landlord shall not be deemed to have occurred if Landlord is then diligently pursuing the fulfillment or performance of the covenant, agreement or obligation and shall thereafter continuously and diligently proceed therewith until completion.

23. Access to Premises. Landlord shall have the right to place, maintain and repair all utility or other equipment of any kind (and to perform any other act of maintenance or repair) in, upon or under the Premises as may be necessary for the servicing of the Premises or Property and upon twenty-four (24) hours prior notice to Tenant, except in the case of an emergency, Landlord shall have the right to enter the Premises to make such repairs, additions, alterations or improvements as Landlord may deem desirable so long as Tenant's ongoing business operations remain unimpaired. Landlord shall be allowed to take all material in, to and upon said Premises that may be required therefore, and provided that Landlord uses its best efforts not to interfere with Tenant's business operations, without the same constituting an eviction of Tenant in whole or in part while said work is in progress by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have no claim for damages. Also, upon twenty-four (24) hours prior notice, Landlord shall have the right during normal business hours to show the Premises to prospective purchasers,

mortgagees, inspectors and appraisers. If Tenant shall not be personally present to permit an entry into the Premises in the event of an emergency or if Tenant is closed for business during normal business hours, Landlord may enter the same but shall indemnify Tenant for its acts therein. The provisions of this Paragraph shall in no way be construed to impose upon Landlord any obligation whatsoever for the maintenance or repair of the Premises, the building or any part thereof unless as otherwise herein specifically provided. During the thirty (30) days prior to the expiration of any Lease Term, Landlord may place upon the Premises in a prominent place such as in the middle of a front window or front door a "For Lease" or other similar signs which Tenant shall permit to remain thereon and shall have the right to show the Premises to prospective tenants.

24. Subordination and Attornment. (a) This Lease and all of the rights of Tenant hereunder are subject and subordinate at all times to any Deed to Secure Debt which now or hereafter affects the real property of which the Premises form a part (the "Property"), and to all renewals, modifications, consolidations, replacements and extensions thereof. Landlord shall use its best reasonable efforts to obtain the agreement from the holder of the Deed to Secure Debt that Tenant will not be disturbed in its possession of the Premises so long as Tenant shall not be in default hereunder. This clause shall be self-operative and no further instrument of subordination shall be required by any holder of a Deed to Secure Debt. In confirmation of such subordination, Tenant shall execute and return to Landlord any certificate that Landlord may reasonably request related thereto within fifteen (15) days of such request. Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of the exercise of power of sale under any Deed to Secure Debt made by Landlord covering the Premises, attorn to the purchaser at any such sale and recognize the purchaser as Landlord hereunder.

(b) If any foreclosure or power of sale proceedings are initiated by any mortgagee or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such mortgagee or any purchaser at such sale, and provided that such mortgagee agrees not to disturb Tenant's rights hereunder, to attorn and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. In the event of attornment, no mortgagee shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Mortgagee becoming Landlord under such attornment), (ii) liable for the Security Deposit or bound by any prepaid Rent not actually received by such Mortgagee, or (iii) bound by any future modification of this Lease not consented to by such mortgagee.

25. Surrender. At the expiration of this Lease, Tenant shall surrender the Premises in as good or better condition as it was in upon the Rent Commencement Date under this Lease, reasonable wear and tear and damage by fire or other casualty excepted, and Tenant shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Premises, Tenant shall remove all its personal property and trade fixtures, and shall repair any damage caused thereby. Tenant's obligations under this Paragraph shall survive the end of the Term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, said property shall be deemed abandoned and shall become the property of Landlord as if conveyed by bill of sale, and Landlord may (i) remove and dispose of same at Tenant's cost, or (ii) destroy, sell, use, or otherwise dispose of, such property, or any part thereof, without being in any way liable to Tenant.

26. Holding Over. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after expiration of the Lease Term or earlier termination thereof without Landlord's written consent (which may be withheld in Landlord's sole discretion), Tenant shall (i) occupy upon all of the terms and conditions of this Lease except that Tenant shall pay one hundred fifty percent (150%) of the Rent in effect at the end of the Lease Term, (ii) pay all damages sustained by Landlord by reason of such retention, and (iii) indemnify, defend, and hold Landlord

harmless from and against any loss or liability resulting from such holding over. Landlord's acceptance of Rent shall create only a tenancy at sufferance, upon the terms set forth in this Paragraph. Any such tenancy shall be terminable at any time by either party by notice to the other party given not less than ten (10) days prior to such termination. Nothing contained in this Paragraph shall be deemed or construed to waive Landlord's right of reentry or any other right of Landlord hereunder or at law, or as permission for Tenant to hold over.

27. Miscellaneous.

A. Sales Reports. Intentionally Omitted. .

B. No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or any rules and/or regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of Rent with knowledge of the breach of any such provision of this Lease shall not be deemed as a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease, and no payment by Tenant or receipt by Landlord of a lesser amount than the Minimum Rent shall be deemed to be other than on account of the earliest Minimum Rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Minimum Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Minimum Rent or pursue any other remedy in this Lease provided.

C. Quiet Enjoyment. Tenant, upon paying the Rent and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Premises from disturbance by Landlord, subject, nevertheless, to the terms of this Lease and to any mortgage, deed to secure debt, ground lease or agreements to which the Lease is subordinated.

D. Unavoidable Delays. Anything in this Lease to the contrary notwithstanding, neither Tenant nor Landlord shall be deemed in default with respect to the performance of any and all terms, covenants and conditions of the Lease if such failure of performance shall be due to any strike, lock-out, boycott, labor dispute, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulation or control, inability to obtain any material or service, Act of God, adverse weather conditions, energy shortage or any other cause whether similar or dissimilar, beyond the reasonable control of the Tenant or Landlord, as the case may be ("force majeure"); provided (a) such cause is not due to the willful act or omission of the Tenant or Landlord, as the case may be, (b) delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party, (c) the foregoing shall not relieve Tenant from its obligation to timely pay Rent and other sums due under this Lease, and (d) the party claiming any such excuse for its performance hereunder has given the other party notice of the cause and anticipated duration of such failure of performance.

E. Notice. Any notice, demand, request or other communication or instrument which may be or is required to be given under this Lease and having to do with default may be hand delivered, sent by United States regular and Certified Mail or sent by nationally recognized overnight delivery service (such as Federal Express), or verifiable facsimile and shall be addressed (a) if to Landlord, at the address set forth in Paragraph 1 of this Lease, and (b) if to Tenant, at either the Premises or Tenant's Address in Paragraph 1 of this Lease, as Landlord may elect. Tenant shall be responsible for the cost of any certified mail, overnight delivery or any delivery service used by Landlord to deliver such notices. Otherwise, general notices shall be sent by regular mail or any of the above methods. Either party may designate such other address as shall be given by written notice to the other party. Any notice so delivered shall be

deemed received, whether or not actually delivered, three (3) business days from the mailing of such notice. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice.

F. Recording. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. However, upon the request of Landlord, Tenant shall join in the execution of a "short form" of this Lease for the purpose of recordation. Said short form of this Lease shall describe only the parties, the Premises and the Term of this Lease and shall incorporate this Lease by reference but shall not attach the same nor reveal any Rent under this Lease.

G. Severability. If any provision of this Lease or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

H. Broker. Except with respect to Cartel Properties III whom Landlord is obligated to pay a commission pursuant to a separate written agreement, Tenant and Landlord each represent and warrant to the other that no broker, agent, commission, salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection therewith to any such person or entity. The individual(s) executing this Lease on behalf of Tenant hereby affirm for the benefit of Landlord and any lender of Landlord holding a lien or security title interest in and to all or any portion of the Property, any attorneys certifying title to the Property and any title insurance company insuring title to all or any portion of the Property that (a) except for Tenant's Broker, if any, (ii) all fees, commission, compensation or other amounts payable to any real estate brokers engaged by Tenant in connection with the Lease have been paid in full or (ii) the rights of any and all real estate brokers engaged by Tenant to file any lien, notice of lien or claim of lien under O.C.G.A. Section 44-14-600 et seq. have been waived in writing by such broker and (b) except for the commission payable by Landlord to Landlord's Broker, all fees, commissions, compensation or other amounts due and payable to Landlord's Broker in connection with this Lease, as of the date of this Lease, have been paid in full. Each party agrees to indemnify and hold the other harmless from and against any claim for any such commissions, fees, or other form of compensation by any such third party other than Landlord's Broker claiming through the indemnifying party, including, without limitation, any and all claims, causes of action, damages, costs and expenses (including attorneys' fees and expenses) associated therewith.

IF, AT ANY TIME DURING THE LEASE, TENANT USES A DIFFERENT BROKER FROM ONE STATED IN THIS LEASE, BEFORE THE NEW BROKER IS PAID A COMMISSION, LANDLORD MUST RECEIVE A RELEASE FROM THE ORIGINAL BROKER. OTHERWISE, TENANT WILL BE RESPONSIBLE FOR THE NEW BROKER'S COMMISSION. IF TENANT DOES NOT USE A BROKER IN THE NEGOTIATION OF THIS LEASE AND TENANT ENGAGES A BROKER IN ANY FUTURE NEGOTIATIONS BETWEEN LANDLORD AND TENANT, TENANT WILL BE RESPONSIBLE FOR ALL FEES AND/OR COMMISSIONS CHARGED BY THAT BROKER FOR SUCH NEGOTIATIONS OR RENEWALS.

I. Binding Effect. Except as otherwise expressly stated in this Lease, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. Each provision

to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one party as Tenant, they shall all be bound, jointly and severally, by these provisions. In the event of any sale of the Property of this Lease, or of a lease of the Property, Landlord shall be entirely relieved of all obligations hereunder from and after the date of such sale, provided any new owner of the Property shall agree to abide by the terms of this Lease, including without limitation, the leasing commission due Landlord's Broker.

J. Rules and Regulation. The Rules and Regulations appended to this Lease are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said Rules and Regulations shall constitute a breach of the terms of this Lease in the same manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to reasonably amend or supplement said Rules and Regulations and to adopt and promulgate additional Rules and Regulations applicable to the Premises and the Property. Notice of such additional Rules and Regulations, and amendments and supplements thereto, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such Rules and Regulations, and amendments thereto and supplements thereof.

K. Interpretation. This Lease and the Exhibits, Riders, Schedules and/or Addenda attached hereto (if any), set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a Lease only upon execution by Landlord and delivery to Tenant. If any provision contained in an exhibit, rider or addendum is directly inconsistent with any printed provision of this Lease, the provision contained in said exhibit, rider or addendum shall supersede said printed provision. It is herewith agreed that this Lease contains no exclusive rights in favor of Tenant. The captions assigned to the various paragraphs of this Lease have been inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor any way affect this Lease. All obligations of Tenant under this Lease, including, without limitation, the obligation to pay Rent shall survive the expiration or termination of this Lease and shall survive any payment made at such expiration or termination, subject, however, to express contrary provisions contained herein with regard to termination by reason of casualty or condemnation.

L. Estoppel Letter. Tenant shall, upon request by Landlord, execute and deliver to Landlord a written declaration in recordable form, if so requested by Landlord (a) ratifying this Lease; (b) setting forth the commencement and termination dates thereof; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (d) stating that there are no defenses or offsets against the enforcement of this Lease by Landlord, paid by Tenant; (e) stating the amount of advance Minimum Rent, if any; (f) stating the date to which Rent has been paid; (g) stating the amount of Security Deposit, if any, deposited with Landlord; and (h) other matters concerning the Lease. Such declaration shall be executed and delivered by Tenant within ten (10) days from written request by Landlord. Landlord's mortgagees and any purchasers of the Property shall be entitled to rely upon any such declaration provided pursuant to this subparagraph. Should Tenant fail to deliver the estoppel certificate within the required timeframe, Landlord shall have the right to execute said instrument on Tenant's behalf as Tenant's attorney-in-fact for the estoppel certificate only. Should Landlord execute an estoppel certificate on behalf of Tenant, Tenant shall be deemed to have accepted all terms and conditions contained in said estoppel certificate.

M. Tenancy. The relationship of Landlord and Tenant as established by this Lease is that of Landlord and Tenant, and the tenancy hereby created is a mere usufruct and not an estate for years. Nothing herein shall be construed to create any other form of relationship between Landlord and Tenant.

N. No Partnership. Landlord is not and shall not be in any way or for any purpose a partner, associate or joint venturer of Tenant or any party associated with Tenant in the conduct of its business or otherwise.

O. Mortgagee Notice of Landlord's Default. Tenant shall send to any and all holders (collectively the "Mortgagee") of a deed to secure debt, mortgage or other real property security instrument affecting any part of the Property a copy of any notice from Tenant to Landlord relating to Landlord's default of this Lease, provided Tenant has been given notice of the Mortgagee's name and address, and allow the Mortgagee at least thirty (30) days within which to cure any default by Landlord. The Mortgagee may, but shall not be obligated to, cure such default, and Tenant shall accept any such cure by Mortgagee.

P. Authority. If Tenant executes this Lease as a corporation, limited liability company, or other entity, each of the persons executing this Lease on behalf of Tenant does hereby represent and warrant that Tenant is duly organized and validly existing, that Tenant is qualified to do business in the State of Georgia, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. In the event any such representation and warranty is false, all persons who execute this Lease shall be individually, jointly and severally, liable as Tenant. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Tenant confirming the foregoing representations and warranties. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

Q. Landlord's Lien. Landlord shall have at all times a valid lien for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on/in the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages of rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of a security interest or in any other form provided by law. The statutory lien for rent is not hereby waived. If Landlord has to dispossess Tenant due to Tenant's default, Tenant shall not be allowed to remove any items from the Premises without Landlord's permission.

R. Entire Agreement. This Lease constitutes the full and complete agreement between the parties hereto regarding the transaction contemplated herein. This Lease may not be modified or revised, except and to the extent that such modification or revision is in writing and signed by the parties hereto. This Lease shall be binding upon and inure to the benefit of, the parties hereto, and the successors and assigns.

S. Special Stipulations. The Special Stipulations attached hereto as Exhibit C are hereby incorporated herein by reference and to the extent of any conflict between such Special Stipulations and the terms of this Lease, such Special Stipulations shall govern and control.

T. Confidentiality of Lease. From and after the date lease negotiations were entered into and throughout the Term of the Lease, Tenant shall not disclose any of the terms, covenants, conditions or agreements set forth in this Lease or any amendments hereto, nor provide this Lease, any amendments hereto or any copies of either of the same

to any person (excepting Tenant's legal counsel, agents, accountants, and lenders) including, without limitation, any other tenant situated on the Property, any real estate brokers, other than those set forth herein, any affiliates, agents or employees of said brokers or tenants. The parties hereto acknowledge that the disclosure of any of the terms, covenants, conditions or agreements set forth in this Lease, or any amendments hereto to any third party would cause material damage to Landlord.

U. Hazardous Substances.

(a) Neither Tenant, its successors or assigns, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any "Hazardous Substance" (as hereinafter defined) on the Premises, the Property or any part thereof or (ii) permit the "release" (as hereinafter defined) of a Hazardous Substance on or from the Premises, the Property or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of a Hazardous Substance is approved in writing by Landlord.

(b) Tenant covenants, at its cost and expense, to protect, indemnify, defend and save Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, or expenses of any kind or nature (including, without limitation, attorney's fees and expert's fees) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or out of any Hazardous Substance on, in, under or affecting the Premises, the Property or any part thereof, or any adjacent property owned by Landlord or by any person or entity having an ownership interest in Landlord, as a result of any act or omission by Tenant, its employees, agents, contractors, or its successors or assigns, or any assignee, permitted sublessee, licensee of Tenant, and the invitees of any of them, unless specifically released by Landlord.

(c) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time (herein called "CERCLA"), or (ii) determined to be hazardous, toxic, a pollutant or contaminant, under, or regulated by, any federal, state, or local statute, law, ordinance, rule, regulation or judicial or administrative order or decision, a same may be amended from time to time, including, but not limited to, petroleum and petroleum products. The term "release" shall have the meaning given to such term in Section 101(22) of CERCLA or other applicable law and regulations.

(d) Any discharge, spill or contamination of the Premises or Property by Tenant, its agents or independent contractors of any Hazardous Substance, as defined in any local, state or federal law, statute, rule or regulation shall immediately be reported to Landlord.

V. Certification.

(a) Each party hereby certifies that: (i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

(b) Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

W. No Offer. The submission of this Lease to a prospective tenant is not an offer, a reservation of or option for the Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

X. Safety and Security Devices, Services and Programs. **It will be Tenant's responsibility to provide its own security system.** Landlord shall have no obligation to provide any safety or security devices, services or programs for Tenant or the Property and shall have no liability for failure to provide the same or for inadequacy of any measures provided. However, Landlord may institute or continue such safety or security devices, services and programs as Landlord in its sole discretion deems necessary. The costs and expenses of instituting and maintaining such devices, services and programs shall be a separate, additional charge to Tenant. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and enhance safety, may not in given instances prevent theft or other injurious acts or ensure safety of parties or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such acts and other losses, beyond that described in Paragraph 11. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by law.

Y. Events. Regularly planned special events are not permitted. Tenant shall obtain approval from Landlord which approval shall not be unreasonably withheld, conditioned or delayed for any planned event out of the normal scope of daily activities such as any private event, function or party occurring in the Premises or the common areas involving the operation of Tenant's business. In the event attendance of any event shall exceed fifteen (15) guests, Tenant shall provide at its sole cost and expense one (1) off-duty police officer as security to protect the safety, operation and welfare of the Premises or the Building, all of the Building's tenants and their invitees. Said security shall be posted outside of the Premises in a conspicuous manner, and shall be employed for at least the following time period: (i) one half (1/2) hour prior to the start of the event, function or private party and (ii) until one (1) hour after the conclusion of the event, function or private party. Planning of special valet needs shall be addressed by Tenant. Tenant shall provide at least two (2) off duty police officers if attendance of an event shall exceed thirty (30) guests.

28. Limitation of Landlord Liability

(a) **THE TERM "LANDLORD" AS USED IN THIS LEASE MEANS ONLY THE OWNER OR ENTITY FROM TIME TO TIME OWNING THE BUILDING CONTAINING THE PREMISES, SO THAT IN THE EVENT OF ANY SALE OR SALES THEREOF, THE LANDLORD WHO IS A GRANTOR IN ANY SUCH SALE SHALL BE AND HEREBY IS, WITHOUT FURTHER AGREEMENT, ENTIRELY FREED AND RELIEVED OF ALL THE OBLIGATIONS OF LANDLORD HEREUNDER ACCRUING AFTER THE DATE OF SUCH SALE. ANY SUCH SALE OR SALES OF THE PREMISES, UNLESS PURSUANT TO A FORECLOSURE SALE OR DEED IN LIEU OF FORECLOSURE, SHALL BE SUBJECT TO THIS LEASE AND IT SHALL BE DEEMED AND CONSTRUED WITHOUT FURTHER AGREEMENT THAT THE PURCHASER AT ANY SUCH SALE HAS ASSUMED AND AGREED TO CARRY OUT ANY AND ALL OBLIGATIONS OF LANDLORD UNDER THIS LEASE SO LONG AS SUCH PURCHASER SHALL BE THE OWNER OF THE BUILDING CONTAINING THE PREMISES.**

(b) IN ANY ARBITRATION, ADMINISTRATIVE PROCEEDING, OR OTHER LITIGATION COMMENCED AT LAW, IN EQUITY, OR OTHERWISE, PURSUANT TO, OR RELATING TO, THE PROVISIONS OF THIS LEASE, OR TENANT'S OCCUPANCY OF THE PREMISES, TENANT'S SOLE AND EXCLUSIVE REMEDY AT LAW SHALL BE AGAINST THE OWNERSHIP INTEREST OF LANDLORD IN THE PREMISES AND THE PROPERTY, AND TENANT SHALL HAVE NO RECOURSE WHATSOEVER TO ASSETS OWNED PERSONALLY AND INDIVIDUALLY BY LANDLORD OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF LANDLORD, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES. TENANT HEREBY COVENANTS THAT IT SHALL NEVER SUE, OR OTHERWISE PROSECUTE IN ANY WAY THE LANDLORD OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF LANDLORD, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, WITH RESPECT TO ANY AND EVERY CLAIM, SUIT, CONTROVERSY, DEMAND, ACTION, OR CAUSE OF ACTION SEEKING THE RECOVERY OF ASSETS OWNED PERSONALLY AND INDIVIDUALLY BY LANDLORD OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF LANDLORD, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, OTHER THAN THE OWNERSHIP INTEREST OF LANDLORD IN THE PREMISES AND THE PROPERTY. THIS PROVISION APPLIES TO ANY CLAIM, OR COUNTERCLAIM BY TENANT, AND SUPERCEDES ANY MORE PERMISSIVE STATUTES, CASE LAW, RULES OR REGULATIONS IN THE APPLICABLE JURISDICTION.

29. Binding Effects. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns.

SIGNATURES

**TENANT: DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF
DECATUR, GA**

Witness

BY:_____

Printed Name: _____

Tax Identification Number: 52-1411507

LANDLORD: 431 WEST PONCE DE LEON, LLC

Witness

BY:_____

George Rohrig, Managing Partner

LANDLORD INITIALS:_____

TENANT INITIALS:_____

EXHIBIT A

MINIMUM RENT AND ANNUAL ESCALATION

1. Tenant shall pay to Landlord commencing on Rent Commencement Date, and continuing on the first day of each calendar month thereafter as described in the Lease, Minimum Rent as set forth below:

LEASE YEAR		MONTHLY RENT	ANNUAL BASE RENT
10/01/2021 - 10/31/2021	1 MONTH	EXCUSED RENT	NA
11/01/2021 - 09/30/2022	Year 1	\$2,543.33	\$30,520.00 less excused rent

A. Rent Commencement Date. The above referenced Lease Years constitute the successive twelve calendar month periods during the Term, commencing on the Rent Commencement Date or, if the Rent Commencement Date falls in the middle of a calendar month, commencing on the first day of the first full calendar month immediately after the Rent Commencement Date. In the event the Rent Commencement Date falls on a day other than the first day of calendar month, the prorated Rent payable for the fractional month preceding the first full calendar month of the Term, shall be due on the Rent Commencement Date.

1 months from October 1, 2021 the Monthly Rent is excused.

First month's full rent deposited with Landlord shall be applied to first month's full rent listed on the above minimum rent schedule: November 1, 2021.

EXHIBIT B

PREMISES

LANDLORD INITIALS:_____

TENANT INITIALS:_____

EXHIBIT C

SPECIAL STIPULATIONS

In the event of a conflict between the provisions of the Lease and these Special Stipulations, the provisions of these Special Stipulations shall control.

1. Leased Premises "As-Is." Tenant and Landlord agree and Tenant acknowledges that the Premises are in all respects being leased by Landlord to Tenant, and shall be accepted by Tenant, in their current "As-Is"/"Where-Is" condition and that Landlord has and shall have no obligation or duty whatsoever to make any alterations, repairs or improvements of any kind or nature in or to the Premises in order to prepare same for Tenant's occupancy except for the following:

A. Landlord will remove signage of former tenant identified as "Feather Baby".

2. Tenant's Work. "Tenant's Work" shall mean all work necessary to finish out the Premises and open for business therein for the Permitted Use obtaining all required permits and certificates and paying all fees, permits and governmental assessments of any nature. All of Tenant's Work shall be performed by a duly licensed and insured contractor reasonably approved by Landlord and in compliance with Tenant Construction Rules, Regulations & Procedures attached hereto as Exhibit D Schedule 1. All Tenant's Work shall be performed in strict compliance with all applicable laws, including laws relating to Hazardous Substances, and shall be performed only by contractors who are properly licensed to perform the required work. Tenant shall furnish to Landlord a copy of all required construction permits prior to the start of any construction.

Landlord agrees that it will+ not unreasonably withhold, delay or condition its consent to any improvements requested by Tenant as part of Tenant's Work. Tenant shall have no right or obligation to remove any light fixtures, real estate fixtures or leasehold improvements, other than Tenant's unattached equipment and trade fixtures that are part of Tenant's business, upon expiration of the Term of the Lease. **IF TENANT PAINTS OR DAMAGES ANY SPRINKLER HEADS IN THE PREMISES, TENANT WILL BE RESPONSIBLE FOR REPLACEMENT.**

3. Tenant must give Landlord a minimum of ninety (90) days written notice prior to the expiration of the Lease of its intent to renew or terminate this Lease. In the event Tenant does not notify Landlord of its intent to terminate this Lease AND GIVE ALL KEYS TO THE PREMISES AND ANY RELATED KEYS SUCH AS MAILBOX KEYS, ETC. TO LANDLORD AND TENANT VACATES THE PREMISES WITHOUT NOTICE OF TERMINATION, Landlord shall have the right to retain Tenant's Security Deposit as damages caused by such termination. UPON TERMINATION OF THE LEASE, TENANT MUST GIVE ALL KEYS TO THE PREMISES AND ANY RELATED KEYS SUCH AS MAILBOX KEYS, ETC. TO LANDLORD; OTHERWISE, LANDLORD SHALL HAVE THE RIGHT TO CHARGE TENANT \$100.00 PER KEY (ONE KEY PER LOCK) WHICH SHALL BE DEDUCTED FROM THE SECURITY DEPOSIT.

4. Option Period. Intentionally Omitted.

5. Vacating the Premises. Upon vacating the Premises, Tenant agrees to clean the Premises thoroughly or to pay Landlord for the cleaning necessary to restore the Premises to their condition when Tenant's possession commenced, casualty damage and natural wear and tear only excepted, regardless of whether any Security Deposit

LANDLORD INITIALS: _____

TENANT INITIALS: _____

has been forfeited. Tenant shall remove all of Tenant's equipment and Property (including without limitation any signs erected in or on the Premises) and, to the extent not otherwise specified by Landlord, all alterations and additions made by Tenant and all partitions wholly within the Premises installed by Tenant; and shall repair any damages to the Premises or the Building caused by such removal. However, any and all fixtures supplied by Landlord shall remain with the Premises at Lease termination.

All light fixtures, cabinets, etc. attached to the walls, floors and ceiling must be left with the Premises unless Landlord gives Tenant permission to remove such items. All alterations, whether temporary or permanent in character, including HVAC equipment, wall coverings, carpeting and other floor coverings, ceiling tiles, blinds and other window treatments, lighting fixtures and bulbs, built in or attached shelving, built in furniture, millwork, counter tops, cabinetry, all doors (both exterior and interior), bathroom fixtures, sinks, kitchen area improvements, and wall mirrors, made by Landlord or Tenant in or on the Premises shall be deemed Landlord's Property. All of the above mentioned Tenant's Property shall be and remain a part of the Premises at the expiration or sooner termination of the Lease Term (without compensation to Tenant) and shall not be removed or replaced by Tenant without the prior written consent of Landlord. Tenant may remove only all moveable machinery and equipment, including moveable communications equipment and moveable office equipment that are owned by Tenant and installed in the Premises without expense to Landlord and that can be removed without damage to the Premises or the Center, and all moveable furniture, merchandise, furnishings, and other articles of moveable personal property owned by Tenant and located in the Premises. Any property, including trade fixtures, remaining on the Premises after the termination or expiration of this Lease or Tenant's right to possess the Premises shall be considered, at Landlord's option, the property of Landlord, all without compensation in, allowance or credit to Tenant and all such property shall be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord elects not to treat such property as conveyed to Landlord, Landlord may remove such property and discard or store the same, all at Tenant's expense.

6. This lease is contingent upon a satisfactory credit report being obtained by Landlord. In the event the credit report is unsatisfactory to Landlord, this lease shall be null and void and any monies exchanged shall be returned to Tenant.

7. TENANT SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING, ROOF, DRIVEWAY OR OTHER AREAS OF THE PROPERTY/RETAIL CENTER WHICH ARE CAUSED BY TENANT, TENANT'S EMPLOYEES, CONTRACTORS OR ANYONE HIRED BY TENANT FOR ANY WORK TO BE DONE ON THE PREMISES DURING ANY BUILDOUT AND/OR CONSTRUCTION PERIOD OR AT ANY TIME DURING THIS LEASE.

8. All plans and specifications for modification of the Premises must be in writing and approved by Landlord.

9. In the event a deposit is paid on the Premises and the Premises is held for Tenant more than two weeks, if the Tenant does not execute a lease or changes its mind and does not take the premises, there will be a \$500.00 handling fee deducted from the deposit.

10. In the event the Premises/Property is sold for re-development or Landlord redevelops the Property, Landlord has the right to terminate this Lease with a six month written notice to Tenant giving Tenant a date of termination ("Termination Date"). Tenant shall vacate the Premises on or before the Termination Date, and Landlord shall have no liability for any costs or damages of Tenant whatsoever resulting from such termination. If Tenant fails to timely vacate the Premises, in addition to all other remedies of Landlord under the Lease and at law, Landlord may remove all Tenant's furniture, trade fixtures and property ("FF&E") from the Premises and store said FF&E at Tenant's expense.

Acknowledging that a failure by Tenant to timely vacate the Premises on or before the Termination Date may result in damages to Landlord that are difficult or impossible to calculate, this provision is intended to provide a reasonable method by which Landlord, may mitigate said damages (though under no duty to mitigate damages). Tenant consents to said self-help removal and storage, and waives any and all rights to claim damages against Landlord, its agents, employees, or attorneys, or bring an action for trespass, wrongful dispossessory or conversion.

11. Parking available within the parking lot servicing the Property is first-come, first- served and Landlord shall have the right to assign Parking, if available, at its discretion.

12. Tenant shall be provided with one copy of the Lease at execution; thereafter, Landlord shall charge \$75.00 for each copy Landlord has to reproduce for Tenant or Tenant's associates.

13. It shall be Tenant's responsibility to maintain a service contract on the HVAC system and to have the filters changed twice a year.

14. After the Lease execution date, whenever Tenant shall submit to Landlord any plan, agreement, assignment, sublease or other document for Landlord's consent or approval, Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any architect, engineer or attorney employed by Landlord to review or prepare the plan, agreement, assignment, sublease, consent or other document.

15. Tenant agrees and fully understands that the overall aesthetic appearance of the Center is of paramount importance; therefore, Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from the outside of the Premises including all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, artwork, wall coverings or any other object used in Tenant's business. Landlord's control over the visual aesthetics shall be complete and arbitrary. Landlord will notify Tenant in writing of any aesthetic deficiencies, and Tenant will have seven (7) days to correct the deficiencies to Landlord's satisfaction or Tenant shall be in default of this Lease and the Default article shall apply.

16. If Tenant requests a change in its rent, any requests must be accompanied with copies of sales tax reports for the previous twelve (12) month period of the time when the request is made. Landlord has the right to request financial statements and sales tax reports from Tenant at any time during the term of this Lease. Landlord shall have the right to accept or refuse any such request.

17. Execution and Delivery. It is expressly understood and agreed that this Lease Agreement shall not constitute an offer or create any rights in favor of Landlord or Tenant and shall in no way obligate or be binding upon Landlord or Tenant and this Lease Agreement shall have no force or effect, unless and until the same is executed by Landlord and Tenant and a fully executed counterpart of the Lease Agreement is delivered by Landlord to Tenant and any deposit(s) stated in Paragraph 1.00 has been paid in full to the Landlord.

18. Neither Tenant nor any employee, contractor, invitee or Tenant shall go up on the roof of the Building without prior written consent of Landlord. If any damage is caused to the roof of the building by Tenant, its employees or contractors, Tenant shall be responsible for the repair of the roof within ten days of such damage. If such damage causes leaks, then in any such event, Tenant shall be responsible for any leakage into the interior of the Premises and damage caused by same including any damage to items owned by Tenant. Tenant shall look to its insurance carrier for compensation for any of the above, and Landlord shall not be responsible for any damage or the repair to the roof.

If Tenant fails to repair the roof, then Landlord shall repair the roof and bill Tenant for any costs associated with such repair at a rate of 115% of the costs, and Tenant shall pay such charges within fifteen days of receipt of such invoice

19. If Tenant removes or attempts to remove property from the Premises other than in the usual course of continuing occupancy without first having paid Landlord all monies due, the Premises may be considered abandoned, and Landlord shall have the right without notice, to store or dispose of any property left on the Premises by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's property remaining on the Premises after termination of this Lease. Any such property shall be considered Landlord's property, and title thereto shall rest in Landlord. Landlord shall have the right to re-lease the Premises after Tenant abandons same.

20. Tenant shall not advertise for laborers giving the Premises as an address, nor pay such laborers at a location in the Premises.

21. Tenant's demise shall be considered a default of this Lease, and Landlord shall have the right to avail itself of all remedies according to the state of Georgia to regain possession of the Premises unless Tenant's estate finds a suitable credit worthy new tenant within thirty days of the Tenant's death and Rent continues to be paid. Upon notification of Tenant's death, all locks to the Premises shall be changed until Landlord has possession of the Premises. Before anyone from Tenant's estate can enter the Premises to remove any items, the Rent must be current and a Certificate of Insurance for a \$1,000,000.00 liability insurance policy on the Premises naming Landlord as an additional insured must be given to Landlord before anyone can enter the Premises from date of Tenant's death., Landlord will work in good faith with Tenant's estate regarding the estate's removal of Tenant's personal items from within the Premises, which shall be done at the estate's own cost and expense.

22 If Tenant's rent is more than thirty (30) days past due and Tenant has been in money default more than twice in any twelve (12) month period, Landlord has the right to request Tenant's Profit and Loss statements and/or sales tax reports for any given period.

23 If a dispossessory action is filed against the Tenant and then dismissed prior to a court hearing due to Tenant paying the amounts owed, Tenant shall also pay Landlord the dispossessory fees described in this Lease as additional rent along with all other amounts paid by Landlord due to such Tenant default.

24. Electronic Signatures. Both Landlord and Tenant mutually agree that in the event this Lease is signed via electronic means that the terms of this Lease Agreement shall be legally enforceable by both parties.

EXHIBIT D

TENANT'S WORK

To induce Tenant to enter into the Lease (to which this Exhibit D is attached) and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

1. Leased Premises "As-Is." Tenant and Landlord agree and Tenant acknowledges that the Premises are in all respects being leased by Landlord to Tenant, and shall be accepted by Tenant, in their current "As-Is"/"Where-Is" condition and that Landlord has and shall have no obligation or duty whatsoever to make any alterations, repairs or improvements of any kind or nature in or to the Premises in order to prepare same for Tenant's occupancy.

2. Tenant's Work. "Tenant's Work" shall mean all work necessary to finish out the Premises and open for business therein for the Permitted Use (other than the Landlord's Work and Shell Work), obtaining all required permits and certificates and paying for any and all impact and use fees and governmental assessments of any nature. All of Tenant's Work shall be performed by a duly licensed and insured contractor reasonably approved by Landlord. All Tenant's Work shall be performed in strict compliance with all applicable laws, including laws relating to Hazardous Substances, and shall be performed only by contractors who are properly licensed to perform the required work. Tenant shall furnish to Landlord a copy of all required construction permits prior to the start of any construction.

Landlord agrees that it will not unreasonably withhold, delay or condition its consent to any improvements requested by Tenant as part of Tenant's Work. Tenant shall have no right or obligation to remove any light fixtures, real estate fixtures or leasehold improvements, other than Tenant's unattached equipment and trade fixtures that are part of Tenant's business, upon expiration of the Term of the Lease.

Provided the Lease has been fully signed by Landlord and Tenant, Landlord agrees that, prior to the Delivery Date, Tenant, at its sole discretion, may enter the Premises to commence Tenant's Work in a good and workmanlike manner for Tenant's benefit and not for the benefit of Landlord; provided, however, that (i) all provisions of the Lease shall apply to Tenant's use and occupancy of the Premises from and after the time when Tenant makes its entry, other than payment of Minimum Rent and Additional Charges prior to the Rent Commencement Date; (ii) Tenant shall have provided Landlord notice of such early occupancy prior to the commencement of Tenant's Work; and (iii) Tenant's Work shall not interfere in any material way with any Landlord's Work performed or to be performed by landlord or at its direction in the Premises or otherwise require or cause landlord to incur any material additional cost in connection therewith or as a result thereof.

3. Certificate of Occupancy. Tenant shall be solely responsible for obtaining a final certificate of occupancy for Tenant's Work upon completion of Tenant's Work. Any inability of Tenant to obtain a final certificate of occupancy because of Landlord's failure shall be immediately remedied by Landlord at its cost and as a condition of Rent Commencement Date.

EXHIBIT D-1

TENANT CONSTRUCTION RULES, REGULATIONS & PROCEDURES

The following is a list of rules, regulations, and procedures, project information and charges related to contractor work at the property. The intent of this document is to provide the General Contractor ("GC")/Tenant with specific information regarding the regulations governing construction activities that will be enforced by Landlord. Please review carefully.

These rules will be strictly enforced and failure to comply may result in work delay and/or work stoppage and fines. Good communication between the parties and a willingness to cooperate can alleviate, if not eliminate, many problems.

It is the responsibility of the GC/Tenant to communicate all information contained herein and in other documents and agreements by which he is bound to all employees, subcontractors, suppliers, and others providing services through the GC/Tenant. In no case will Landlord be required to provide, explain or in any way communicate the contents of this or any other document or agreement by which the GC/Tenant is bound directly to any individual or entity other than the GC/Tenant. In no case will an individual's or entity's lack of knowledge of any regulation contained herein or in any other document or agreement by which the GC/Tenant is bound constitute reasonable grounds for failure to comply with that regulation. In the case of damages caused or penalties resulting from noncompliance, the GC/Tenant shall be required to pay all amounts, make all repairs, restitution, indemnification and/or other compensation to the Landlord, Tenant or third party as the case may be.

The Landlord reserves the right to alter, amend or augment this document and any part herein, at any time as required to facilitate the management of Tenant construction. The GC/Tenant will be advised of all changes to the regulations contained herein and will be required to comply with all revised and new regulations. Any objections to revised or new regulations will be discussed on a case-by-case basis. All charges outlined are to be paid prior to construction commencement.

1. Pre-Construction (if applicable).

1.1 Permits and Approvals. Tenant's GC and construction plans must be approved by the Landlord in advance of any work commencing. Before commencement of any Tenant construction activity the following must be on file with the Landlord:

- a. Stamped copy of City approved plans, if applicable.
- b. Copy of City issued permit.

1.2 Permit copy shall be posted in a prominent place within the Premises.

1.3 Tenant shall not deviate from the approved drawings or specifications without obtaining prior, written consent from the Landlord, and applicable city building departments or other governing agencies.

2. Construction Phase.

2.1 Coordination

- (a) GC/Tenant must always have a representative on-site during construction activity.

- (b) All contractors/subcontractors shall be licensed, have good labor relations, be capable of performing quality workmanship and working in harmony with the Landlord, Landlord's general contractor and other contractors on the job.
- (c) Contractors/Subcontractors shall cooperate with the Tenant, Landlord's staff and all other subcontractors involved in building out the Premises by coordinating its work in order not to delay any work in progress, interfere with the operations of existing stores, or impede or endanger the safety of shoppers and the public. All contractors and subcontractors must have satisfactory labor relations that will not interfere with Landlord's management operations or other construction.

IF A PARKING LOT EXISTS ON THE PROPERTY AND IS BEING SHARED WITH OTHER TENANTS, NO CONSTRUCTION WORKERS WILL BE ALLOWED TO PARK IN THE LOT WITHOUT LANDLORD'S PERMISSION. TRUCKS AND SUPPLIES SHALL NOT BLOCK ANY INGRESS OR EGRESS TO THE BUILDING OR IMPEDE THE FLOW OF FOOT TRAFFIC TO OTHER TENANTS' BUSINESSES.

- 2.2 Lien Waivers. Tenant's GC to obtain lien waivers from all subcontractors and suppliers who have a contract with GC or provide services or supplies for Tenant's construction and shall deliver lien waivers to Tenant with each pay request.
- 2.3 Landlord Inspections. The GC's work and that of its subcontractors shall be subject to the inspection and approval of Landlord. Landlord shall have the right to stop GC's work whenever necessary to obtain compliance with applicable building and safety codes or the approved working drawings and specifications. Any of GC's work that does not comply with Tenant's approved working drawings and specifications shall be corrected within seven (7) days of notification to the GC.
- 2.4 Trailers or Trucks.

Trailers or trucks shall not be permitted to remain parked overnight in any area of the Property whether loaded or unloaded.

- 2.5 General Conduct.
 - (a) No loud radios are allowed. Landlord shall determine the definition of loud.
 - (b) Construction workers are to always wear shirts and shoes.
 - (c) Individuals shall not use or be under the influence of alcohol or drugs while on the Property.
 - (d) Any individuals caught stealing will be immediately ejected from the Property and subsequently prosecuted.
 - (e) Individuals shall not sleep on the jobsite.
 - (f) Individuals shall not smoke within the building or near combustible materials.

(g) Individuals shall not engage in sexual harassment of any kind.

2.6 Storage. Material storage will not be allowed on site except inside the Premises.

2.7 Tenant construction will be confined to the Premises. This includes equipment, tools, materials, etc. At no time will any contractor unload his or her equipment, tools, materials, etc. into an adjoining tenant space. If Tenant Work for the Premises requires access from another tenant space, GC must give notice to Landlord or Landlord's general contractor no less than 24 hours in advance.

2.8 Trash. The GC must maintain a clean and orderly project site. The GC is responsible for removing trash from TENANT SPACE AND THE PROPERTY.

2.9 Existing Work. Extreme care must be taken by GC to not damage existing work. If any damage is done to the shell, Landlord will require GC to cease work until damage has been repaired. All work is to be completed in the Premises.

2.10 No penetrations of the exterior building shell or demising walls are allowed. Coring floor slab for conduit pulls shall be permitted upon Landlord's consent. Tenant or Tenant's agent must provide drawings with dimensions showing locations and diameter of slab cores for Landlord approval.

2.11 All Tenant work shall be performed in strict compliance with all applicable laws, including laws relating to Hazardous Substances.

2.12 Noise Abatement. Tenant GC shall not make or permit any improper noise in the Premises.

2.13 Housekeeping.

(a) Good housekeeping is essential to safe and efficient construction of the job and is the responsibility of each contractor, foreman, and crew. Work areas, stairways, walkways, storage rooms and other areas shall be kept clean and clear of obstructions, paper, scrap, pipe, and other debris at all times.

(b) Individuals shall pick up and properly store at the end of each work day, all tools and equipment.

(c) Contractor shall dispose of trash OFF-SITE ON A DAILY BASIS. At no time is trash to be placed outside the Premises. Any trash left outside the Tenant space will be photographed and disposed of by the Landlord at GC expense.

(d) NO drink cans, food, etc. can be left in the Premises. No glass containers of any kind are allowed on site.

(e) Parking lot catch basins and other storm drain inlets are not to be used for disposal of any waste material, including but not limited to, paint, sheetrock mud, etc.

(f) No dumping of any kind is permitted on the Property.

- (g) If pest control is required due to poor housekeeping by the GC or its subcontractors, the GC will be billed an amount for the actual cost of the work, plus 50% but never less than \$100.

2.14 Temporary Utilities.

- (a) Electricity. Tenant is responsible for Georgia Power service activation. Tenant GC shall use electricity within the Premises from Tenant meter only.
- (b) Water. If water is not separately metered, GC is permitted to use Landlord's water from one location as specified by Landlord, at Landlord's expense. Irresponsible water use by GC or GC's subcontractors will result in termination of water use and/or termination from the property. Use of the Property water supply by Tenant GC shall be permitted only upon prior consent and coordination with Landlord and/or Landlord's general contractor. **If water is separately metered, Tenant shall have the water turned on in its name within three (3) days of Lease Execution.**

3. Post-Construction.

a. Upon completion of Tenant construction, the following must be submitted to Landlord:

- (a) Certificate of Occupancy: Tenant/GC is to submit a copy from City Building Department.
- (b) Equipment Warranties: For any trade fixtures or other equipment installed, copies of warranties must be provided to Landlord.
- (c) GC Warranty. GC to provide a minimum of 1 (one) year warranty, naming both Tenant and Landlord against defects in workmanship, materials and equipment.

b. Exterior Door Locks. Tenant shall be responsible for all door locks and must give copies of keys to Landlord.

4. Violations: In the event GC willfully violates requirements of these Rules, Regulations & Procedures, the following schedule of action will take place:

- a. 1st Occurrence- Written and/or verbal warning.
- b. 2nd Occurrence - \$150.00 fine.
- c. 3rd Occurrence - \$250.00 fine.
- d. Landlord reserves the right to order Tenant's GC to remove its equipment and its employees at any time upon any such violation of these requirements.

EXHIBIT E

RULES, REGULATIONS AND PROHIBITIONS

The following Rules, Regulations and Prohibitions are continued terms and conditions of this Lease and shall be incorporated as an integral part of the Lease.

Tenant agrees as follows:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord. Tenant shall assume all liability and risk concerning any deliveries or removal of any of Tenant's items to and from the Premises. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Property whether loaded or unloaded. The delivery or shipping of merchandise, supplies, and fixtures to and from the Premises shall be subject to such rules and regulations as in the reasonable judgment of Landlord are necessary for the proper operation of the Premises.
2. No antennae, satellite dish or aerial shall be erected on the roof or exterior walls of the Premises or on the grounds without first obtaining in each instance the written consent of Landlord. Any antennae, satellite dish or aerial so installed without such written consent shall be subject to removal without notice at any time. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. The noise level of these devices shall not be offensive to adjacent tenants.
3. The Premises are at all times to be kept clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests. Tenant shall use, at Tenant's cost, such pest extermination contractor necessary to maintain a pest free environment.
4. The exterior areas immediately adjoining the Premises shall be kept clean, orderly, sanitary and free from dirt and rubbish by Tenant to the reasonable satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
5. The plumbing facilities, drains and lines in or about the Premises and/or the Shopping Center shall not be used for any purpose by Tenant or anyone under its control other than for the purpose for which they are constructed, nor shall Tenant put (or dispose of) any foreign substance therein of a kind other than that for which such facility was specifically designed or permit such event to occur; and all cost and expense of repairing, replacing or restoring said facilities or equipment by reason of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.
6. Tenant shall not make noises, cause disturbances or create odors that may be offensive to its neighbors.
7. Tenant shall place no awnings, signs, billboards or advertisements on the outside of the Premises or the building in which the Premises are located without the written permission of the Landlord.
8. Tenant shall not do or permit to be done in its premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the building, or on property kept therein, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any part thereof, or conflict with any of the rules and ordinances of the Board of Health. Tenant's

employees, agents, and contractors shall maintain order in the Premises and the building, shall not make or permit any improper noise in the Premises or the building or interfere in any way with other tenants or those having business with them. No part of the building shall be used or in any way appropriated for gambling, immoral or other unlawful practices, and no alcoholic beverages shall be sold in the building without the proper municipal licenses.

9. All glass, locks and trimmings in or upon the doors and windows of the building shall be kept whole and, when any part thereof shall be broken, the same shall be immediately replaced or repaired by Tenant and put in order under the direction and to the reasonable satisfaction of Landlord, or its agents, and shall be kept whole and in good repair. Tenants shall not injure, overload, or deface the building in which the Premises are located, the woodwork or the walls of the Premises, nor carry on upon the Premises any noxious, noisy or offensive business or activities. Tenant shall not affix or install any type of sun screen, tinting film, solar screen or similar product to any window or door glass of the Premises without Landlord's permission.

10. Tenant, at the termination of its Lease, shall return to Landlord all keys and access cards to doors in the building and Premises. Replacement keys will be provided at a cost of \$100.00 each. Landlord shall always have a valid pass key to all spaces within the Premises during the Lease Term.

11. The use of burning fluid, camphene, benzene, kerosene or anything except gas or electricity, for lighting the Premises, is prohibited. No offensive gases or liquids will be permitted.

12. Landlord shall have no liability with respect to breaches of the Property or building security, if any, and Tenant, at its expense, shall make any and all repairs to the Premises arising from any break-in, forcible entry or other trespass into or upon the Premises.

13. The sidewalks, parking lot, entries, passages, and staircases shall not be obstructed or used by Tenant, its agents, servants, contractor, invitees or employees for any purpose other than ingress to and egress from the Premises. Tenant shall not place or permit any displays, decorations, shopping carts or wheeled vehicles on the sidewalk in front of the premises or upon any of the Common Areas nor permit anything to be displayed or staked on the sidewalk outside the Premises. Tenant shall maintain any and all entrances, exits, walks, corridors, docks, and facilities serving the Premises free and clear of any and all snow, ice, dirt, accumulation of water, litter, refuse and hazardous condition whatsoever.

14. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

15. Landlord reserves the right to change the Rules and Regulations with respect to the parking area, grounds and the building of which the Premises are a part at any time.

16. Tenant shall keep all garbage and refuse in plastic bags and place IN the trash receptacle provided by Landlord.

17. No animals of any kind (except dogs assisting disabled person) shall be brought on the Premises or in the Center.

18. Tenant and Tenant's employees shall park their automobiles only in those parking areas designated by Landlord. Parking facilities supplied by Landlord for Tenants shall be used for vehicles that may occupy a standard parking area

only (i.e. 8' x 13'). Moreover, the use of such parking facilities shall be limited to normal business hour parking and shall not be used for a continuous parking of any vehicle or trailer regardless of size. Vehicles left overnight subject to being booted and or towed.

18. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Center without the prior written consent of landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Center or its desirability as a shopping center, and on notice from Landlord, Tenant shall discontinue the advertising.

19. Tenant shall paint the interior of the Premises and shall replace floor coverings as often as necessary to keep the Premises in a first class condition. Tenant shall keep all carpets in the premises clean and free from rips, ripples, tears and stains.

20. There shall be no outside storage facilities places on the Property.

21. Tenant, at its expense, shall install and maintain fire extinguishers and other protection devices as may be required from time to time by any agency having jurisdiction or the underwriters insuring the building in which the Premises is located.

22. Tenant shall store all trash and garbage only in the areas designated by Landlord for such storage and accumulation. Tenant shall not move any safe, heavy machinery, heavy equipment, or fixtures into or out of the Premises without Landlord's prior written consent, nor shall it place a load on any floor exceeding the floor load per square foot which such floor was designed to carry.

23. Tenant shall not install, operate or maintain in the Premises or in any other area of the Center, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system beyond its capacity for proper, efficient and safe operation as determined by Landlord, taking into consideration overall electrical system and the present and future requirements in the Center. Tenant shall not furnish any cooling or heating to the Premises, including the use of any electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not permit in the Premises any cooking or the use of any apparatus for the preparation of food with the exception of a microwave oven, coffee machine and refrigerator.

24. Tenant shall comply with any recycling programs, if any, for the Center implemented by Landlord from time to time.

25. The sale, rental or storage of guns, firearms, ammunition, explosives or other unusually hazardous materials (other than materials sold or used in the normal course of Tenant's business, provided that the same are handled in accordance with all governmental rules, regulations and requirements applicable thereto) are prohibited from the Premises.

26. Strobe lights, flashing lights and searchlights are not allowed outside of the Premises.

27. Tenant agrees that it will not, without Landlord's consent, conduct or permit to be conducted any auction or fire bankruptcy or going out of business sales, or similar type sales, in connection with the Premises; provided, however, that this provision shall not restrict the absolute freedom of Tenant to determine its own selling prices nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales.

28. Tenant agrees that, from and after the Rent Commencement Date, Tenant shall keep its entire store in the Premises open for business with the public daily during such hours as are customary in the building, but in no event shall Tenant be required to be open for business on New Year's Day, Christmas, Independence Day, Thanksgiving or Easter, or before 10:00 a.m. or after 9:30 p.m. on any day. The requirements of this paragraph shall not be applied when the Tenant is prevented from operating by strike, casualty, governmental regulation, or other cause beyond the reasonable control of Tenant. Notwithstanding anything to the contrary herein in Number 28, Landlord acknowledges that there may be interruptions, delays, and transition periods associated with the Retail Incubator Program based upon individual participation by and operations of the businesses and entrepreneurs in the program. Such interruptions, delays, and transition periods shall not constitute a default of Rule or this Lease.

29. Tenant agrees to (i) be solely responsible for, and shall hold Landlord harmless from and against all costs expenses and damages, (including without limitation attorney's fees) arising out of or connected in any way with Tenant's sale or provision of alcoholic beverages to any person, and (ii) comply in all respects with all laws, ordinances, rules or regulations applicable to the Premises and relating to the sale of alcoholic beverages.

30. Landlord shall have the right to assess fines not to exceed \$100.00 per incident for any infraction of the Rules and Regulations. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant in the Building, but no such waiver by Landlord shall be construed as a general waiver of such Rules and Regulations against Tenant or any other tenant in the Building.

31. Any problem not stated in this Lease having to do with the interior of the space will be the responsibility of Tenant as long as it is not caused by the gross negligence or willful misconduct of Landlord.

32. No tenant shall do or permit to be done in the Building, or bring or keep anything thereon, which shall in any way obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any part thereof, or conflict with any of the rules and ordinances of the Board of Health. Tenants, their invitees and employees shall maintain order in the Building, shall not make or permit any improper noise in the Building or interfere in any way with other tenants or those having business with them. Tenant shall be responsible for the behavior of its clients and employees including the following:

- a. No loud or boisterous behavior.
- b. No loitering (persons not pursuing legitimate objectives, consistent with those associated with a retail shopping destination, will be asked to leave the property).
- c. No carrying or consuming alcoholic beverages outside of the Premises.
- d. No appearance of or being in an intoxicated condition because of ingestion of any substance.
- e. No improper attire (shoes and shirts must be worn).

EXHIBIT F

SIGN CRITERIA

Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. All signage shall be at Tenant's expense. All signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal. IT IS TENANT'S RESPONSIBILITY TO OBTAIN ALL PERMITS REQUIRED BY ANY GOVERNMENTAL AUTHORITY BEFORE ANY SIGNAGE IS PERMITTED IN OR ON THE PREMISES. TENANT SHALL SEND A COPY OF SUCH PERMIT(S) TO LANDLORD IMMEDIATELY UPON RECEIPT OF SAME.

UPON LEASE TERMINATION, TENANT MUST REMOVE ALL OF ITS SIGNAGE INCLUDING ALL WINDOW AND DOOR SIGNAGE AND REPAIR ANY DAMAGE CAUSED BY SUCH REMOVAL.