



Administrative Services Department
3468 North Fulton Avenue
Hapeville, GA 30354
Phone: (404) 766-3004
Fax: (404) 669-3302

Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

Date: 1/2/19 ☒ New ☐ Amended
Contact Name: RATU S DAREDDIA Phone: [REDACTED]
Business/Trade Name: TRUE BROTHERS LLC
D/B/A: CORNER MARKET
Email: Cornermarket3332@gmail.com
Emergency Contact Name: Arisha Dareddia Phone: [REDACTED]
Business Address: 3332 Colville Ave, Atlanta, GA 30354

TYPE OF BUSINESS

- | | |
|---|---|
| ☒ Convenience Store | ☐ Specialty Beverage Store |
| ☐ Grocery Store | ☐ Restaurant |
| ☐ Hotel/Motel | ☐ Restaurant under 2,000 Sq. Ft. |
| ☐ Package Store | ☐ Wholesale |
| ☐ Manufacturer | ☐ Other: _____ |

TYPE OF LICENSE AND FEES

Retail		On-Premise Consumption		Wholesale/Manufacturer	
☒ Beer/Wine	\$3,150.00	☐ Beer/Wine	\$3,150.00	☐ Beer/Wine	\$3,150.00
☒ Package	\$5,000.00	☐ Beer/Wine/Liquor	\$5,000.00	☐ Beer/Wine/Liquor	\$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

- | | |
|---------------------------------|-----------|
| ☐ Beer | \$750.00 |
| ☐ Wine | \$750.00 |
| ☐ Liquor | \$1600.00 |

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: RATU S DAREDDIA Date of Birth: [REDACTED]
Revised March 2018

Current Address: 1340 SCENIC VIEW TR, LAWRENCEVILLE, GA 30044

Spouse Name: ANISHA DAREDA

Address of Applicant (if different for the past 5 years):

Name and Location of Employers for the last five years: KWIK FOOD MART
5700 Roswell RD ATL GA 30054 Saway Sprink

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

☒ Other LLC

Has an Occupational Tax Certificate been obtained and paid for said business? ☐ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: 83-1536274 State Tax ID Number: 309-792033

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.)

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID 14 009800080022 Zoning District _____

Nearest Intersection: 75 North

Building Square Footage: 10450 Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): NA

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)

20

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). No shared parking

Hours/days of operation: 7 days 7.00 am to 11.00 am

Description of adjacent properties (residential/commercial) Commercial

If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can

read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

R.S. Daria

Signature of Applicant or Agent

RAJU S. DAREZIA

Print or Type Name

I certify that RAJU S. DAREZIA (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 16 day of November, 2018.

Nastassia Ward

Notary Public

My commission expires on: August 19, 2022

NASTASSIA WARD
NOTARY PUBLIC
Fayette County
State of Georgia
My Comm. Expires Aug. 19, 2022



Alcoholic Beverage Personnel Statement

For Official Use Only

Type of License: Retail Beer and Wine

Business: True Brothers LLC DBA Corner Market

Address: 3332 Colville Avenue, Hapeville

Telephone: _____

Instructions: This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Hapeville, Georgia to sell or deal in alcoholic beverages or liquors. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 35 and 36, for all owners/managers/assistant managers and must be submitted with every license application.

1. RAJU S DAREEDIA 1340 SCENIC VIEW TRL, LAWRENCEVILLE,
Full Name of Applicant Address of Applicant GA 30044
2. Social Security Number
[REDACTED]
3. Driver's License Number
[REDACTED]
4. Date of Birth _____ Place of Birth INDIA
5. U.S. Citizen
a. ☐ By Birth
b. ☒ Naturalized
Date, Place and Court
Petition Number _____
Certificate Number [REDACTED]
Derived Parent Certificate Number(s) _____
Alien Registration Number [REDACTED]
Native Country _____
Date of Port Entry _____
6. How long have you been a legal resident of Georgia? 17 Years _____ Months

7. Marital Status ☐ Single ☒ Married ☐ Widowed ☐ Divorced ☒ Separated

8. If married, give Spouse's full name ANISHA DARE DIA

9. Physical Description of Applicant Asian Race Male Sex 5-9 Height

Weight 180 Age 52 Hair Color Black Eyes Brown

10. Education and training specific to restaurant/alcohol field.

11. Have you ever used or been known by any other name ☐ Yes ☒ No

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period during which you were known by this name.

13. Are you a registered voter in the State of Georgia ☒ Yes ☐ No

County registered

Number of years registered

Gwinnett

One

14. For the last calendar year, did you file and pay any County property tax ☐ Yes ☒ No
Name of County

15. For the last calendar year, did you file and pay any City property tax ☐ Yes ☒ No
Name of City

16. Employment record for the past ten (10) years (Give most recent experience first, if self-employed give details)

	From	To	Employer	Occupation Duties	Reason for leaving
(a)	09/13/2012	SEPTEMBER 12/31/2016	AAAK LLC	Owner	Business Close
(b)	2010 To 2015		CROCANI WINE	EMPLOYEE	START ON BUSINESS
(c)	7/1/2014	6/30/2015	AKSR LLC	Owner	Business Close
(d)					
(e)					
(f)					
(g)					
(h)					

17. List, with your most recent place of residence first, all of your residences for the past ten (10) years

	Date From/To	Street	City	State
(a)	7/7/2006	1340 SCENIC VIEW TRAIL	LAURENCEVILLE	GA 30044
(b)				
(c)				
(d)				
(e)				

20. Military Service ☐ Yes ☒ No

List Serial Number _____ Branch of Service _____
 Period of Service _____ Date of Discharge _____
 Type of Discharge received _____

21. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of

malt beverages, wine or intoxicating liquors, or the taxability thereof within five (5) years preceding this application? ☐ Yes ☒ No

22. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.

23. Position of applicant in dealer's business.

Owner

24. Does applicant have any ownership/profit sharing interest in business? ☐ Yes ☒ No
Describe.

State annual salary of applicant or the estimated annual profit or compensation derived from this business. \$

25. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? ☐ Yes ☒ No If Yes, explain.

26. Do you have any financial interest or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? ☐ Yes ☒ No If Yes, give names and locations and amount of interest in each.

27. Do you have any financial interest or are you employed in any business engaged in distilling, bottling, rectifying or selling (wholesale, retail or manufacturing) alcoholic beverages in this State or outside this State which has not otherwise been disclosed in this statement. ☐ Yes ☒ No If yes, explain.

28. Have you ever had any financial interest in an Alcoholic Beverage business which was denied a liquor permit ☐ Yes ☒ No If yes, explain.

29. Has any Alcoholic Beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commissioner relating to the sale and distribution of distilled spirits. ☐ Yes ☒ No If yes, explain.

30. Have you ever been denied a bond by a commercial surety company? ☐ Yes ☒ No
If yes, explain.

31. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia.
☐ Yes ☒ No

32. Personal References. Give three (3) personal references, not relatives (i.e., former employers, fellow employees or school teachers who are responsible adults, business or professional men or women) who have known you well during the past five (5) years.

Name

Samirali Charaniya

Residence

1416 Three Pine Place LILBURN GA 30047

Business Address

4660 NORTH ROYAL ATL DRIVE TUCKER GA 30084 SUITE B

Telephone Number

Number of Years Known

25-YEAR'S

Name

Sulaiman Vasaya

Residence

2545 FIVE FORKS TRICKUM Rd

Business Address

8664 Tara Blvd, Jonesboro GA 30236

Telephone Number

Number of Years Known

18-YEAR'S

Name

Salim Lalani

Residence

3025 Oak Meadow drive Snellville GA 30078

Business Address

4410 Lawrenceville Rd, Loganville GA 30052

Telephone Number

Number of Years Known

10-YEAR'S

33. Attach two (2) passport-size photographs (front view). Write name on back of photographs and also the name of dealer submitting a license application. Initial here if such photographs are attached.

34. There must be submitted with this personnel statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished by the City of Hapeville. Initial here that such fingerprint cards are attached. _____

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath or affirmation and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

Verification

I, RATU S DARE DIA, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Hapeville license as a dealer in alcoholic beverage and liquors are true, and no false or fraudulent statement or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Hapeville. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this statement and any related application and any action taken on this statement and any related application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this statement. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. § 16-10-20.

R. S. Dare

Applicant's Signature
(Full name in ink)

RATU S. DARE DIA

Applicant's Name
(Print or Type)

I certify that

RATU S. DARE DIA

(the above named applicant)

is personally known to me, and that he signed his name to the foregoing statements and answers made therein, and, under oath, has sworn that said statements and answers are true.

This 16 day of November, 2018.

Nastassia Ward
Notary Public

Seal:
personnel statement.doc

NASTASSIA WARD
NOTARY PUBLIC
Fayette County
State of Georgia
My Comm. Expires Aug. 19, 2022



Georgia Bureau of Investigation
Georgia Crime Information Center

Consent Form

I hereby authorize **HAPEVILLE POLICE DEPARTMENT** to receive any Georgia criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

RATU S DAREDA

Full Name (print)

[REDACTED] GA

Driver's License Number and State

1340 SCENIC VIEW TRC.
Address LAWRENCEVILLE, GA 30044

TRUE BROTHERS LLC

Company Name

Male

Sex

Asian

Race

[REDACTED]

Date of Birth

[REDACTED]

Social Security Number

[Signature]

Signature

1-2-19

Date

Purpose Codes Used (check appropriate one)

- ☐ Employment (Licensing, Public/Private employment, Firefighter employment Adoptions, Education employment, and Military Recruitment) (E)
☐ Employment with mentally disabled (M)
☐ Employment with elder care (N)
☐ Employment with children (W)
☐ Criminal Justice Employment (J)
☐ Public Access (GA Felonies Only) (P)
☐ Used by Law Enforcement Only (C) _____ Case Number
☐ Pre-employment or Employment of Police Officers (Z)

Inquiry ran by: _____

If ran Purpose Code C Officer Signature: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (Hereinafter referred to as this "Lease") is made as of the 26th Day of November, 2018, by and between FARHID KHAN (Hereinafter referred to as "Landlord"), and TRUE BROTHERS LLC, a Georgia Corporation and RAJU S DAREDIA (hereinafter referred to as "Tenant"), TRUE BROTHERS and Raju S Daredia's obligations herein to be joint and several.

1. **DEMISED PREMISES.** In consideration of the rents, covenants and agreement hereinafter reserved and contained on the part of the tenant to be observed and performed, the Landlord's demises and leases to the Tenant that certain improved real property being a convenient store located at 3332 Colville Ave, Hapeville, Fulton County, Georgia 30354 (such property together with all improvements thereon and rights appurtenant thereto, hereinafter referred to as the "Demised Premises")
2. **TENANT IMPROVEMENTS.** Tenant shall not make any material alterations, additions or improvements to the outside of the Demised Premises without Landlord's prior written consent. However, Tenant can make material alterations, additions or improvements to the inside of the Demised Premises without Landlord's prior written consent. However, all of the Tenant's work to the inside and outside of Demised Premises including but not limited to material alterations, additions, and improvements shall comply with all insurance requirements and all ordinances, regulations and building code within the City of Hapeville or Fulton County and/or any department or agency thereof, and within the requirements of all statutes and regulations of the State of Georgia or of any department or agency thereof. All of Tenant's work shall be constructed in a good and workmanlike manner and good grades of material shall be used.

Should Tenant place audio speakers on the outside of the Demised Premises, then said additions shall comply with all insurance requirements and all ordinances, regulations, and building code within the City of Hapeville or Fulton County and/or any department or agency thereof and within the requirements of all statutes and regulations of the State of Georgia or of any department or agency thereof. Furthermore, said speakers shall not play or project music, sound or any other noise, which is in violation of any noise regulations pursuant to local ordinance or State law.

Tenant shall furnish Landlord with the names and addresses of all contractors copies of any necessary permits, and any indemnification in form and amount reasonably satisfactory to Landlord and certificates of insurance of all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with Tenant's work. Tenant hereby agrees to hold the Landlord and its employees harmless from any and all liabilities of every kind and description which arises out of or may be connected in any way with Tenant's work.

Any mechanic's lien filed against the Demised Premises, for Tenant's work shall be discharged of record by Tenant or bonded off within thirty (30) days following written notice to Tenant thereof at Tenant's expenses. Upon completing any alterations, additions or improvements, Tenant shall furnish Landlord with contractor's affidavits and full and final waivers of lien covering all labor and material expended and used.

In additions, decorations, fixtures, hardware, non-trade fixtures and all improvements temporary or permanent in or upon the Demised Premises, whether placed there by Tenant or Landlord, shall, if permanently affixed, become Landlord's property and shall remain upon the Demised Premises at the termination of this Lease by lapse of time or otherwise without compensation or allowance credit to Tenant.

Should Tenant add a delicatessen to said leased premises, then Tenant shall acquire all the necessary licenses and permits from the Health Department, and all ordinances, code, and regulations within the City of Hapeville or Fulton County and/or any department or agency thereof and with the requirements of all statutes and regulations of the State of Georgia or of any department or agency thereof.

Tenant shall be responsible for any damages caused by the installation, repair, maintenance, or use of any vent hood system in the said leased premises, and all of Tenant's work shall be constructed in a good and workmanlike manner and good grades of material shall be used. Any such damages shall be repaired by Tenant within fifteen (15) days of said damage. Otherwise, upon the termination of this lease agreement, the cost of said repairs shall be deducted directly from the deposit paid herein.

3 COMMENCEMENT AND LENGTH OF TERM. The Term of this Lease shall be for a period of three (3) terms, the first term beginning the 1st day of November, 2018 and ending on the 31st day of January, 2020, and the second term, unless sooner terminated, beginning on the 1st day of February, 2020 and ending on 31st day of January, 2023, and the third term, unless sooner terminated, beginning on the 1st day of February, 2023 and ending on 31st day of January, 2028 (hereinafter referred to as the "Lease Term"). The second and third five year terms of this lease shall automatically commence, said Tenant understanding that this lease will automatically extend for a second five-year term and a third five-year term. However, should Tenant be in default of this lease for any reason, Landlord shall have the option of unilaterally terminating this lease by giving the tenant thirty (30) days written notice prior to the end of the first term of this lease, or January 31st, 2018 or prior to the end of the second term of this lease, or January 31st, 2023. However, should Landlord desire to unilaterally terminate said lease due to Tenant being in default, then Landlord shall first give Tenant written notice of said default, giving Tenant seven (7) days to cure said default. Should Tenant cure said default within said seven (7) days then said lease shall then automatically extend.

By signing this Lease, Tenant shall be deemed to have accepted the Demised Premises, to have acknowledged that the same are in the condition called for hereunder, and to have agrees that as of that time all of the obligations of the Landlord imposed under this Lease have been fully performed, except as set forth in this agreement.

4 MINIMUM RENT. Tenant agrees to pay Landlord at 157 Glen Eagle Way, McDonough, Georgia 30253, on the first day of each calendar month of the Lease Trm, or at such other place designated by landlord, without any prior demand therefore and without any deduction or setoff whatsoever, as fixed minimum rent (hereinafter referred to as "Fixed Minimum Rent") as follows.

FIRST FIVE YEAR TERM

- a. 11/01/2018 – 01/31/2023: \$6522.17 per month

SECOND FIVE YEAR TERM

- a. 02/01/2023 – 01/31/2028: \$7500.00 per month

5. **LATE FEES.** If any rental installment is paid after the fifth day of each month, it shall be deemed to be paid late, and Tenant shall, in addition to the rental payment, pay to Landlord a late charge which shall be 10 percent of the monthly rental payment per day, until the rent and late charges are paid in full.

6. **UTILITY CHARGES.** Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities; the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, air conditioning, sewer, water, gas, electricity or any other utility services. Should Landlord elect to supply any utility services, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility company for furnishing the same.

7. **TAXES.** As additional rent Tenant shall pay each and every year in a timely manner all County and City real estate taxes upon the real property located at 3332 Colville Ave., Hapeville Fulton County Georgia as well as any assessment that may be made against said real estate by any governing authority. As additional rent, Tenant shall also pay each and every year in a timely manner all personal property taxes and ad valorem taxes upon all personal property and contents on said real property assessed by any county or local governmental authority. Tenant shall timely pay all said real estate taxes, personal property taxes, ad valorem taxes, and assessments to the appropriate governmental authority. In no event shall this Article operate to reduce the annual rental due under this Lease. Tenant agrees to pay before they become delinquent all taxes, permits or license fees levied, imposed or assessed by any governmental authority in connection with the receipt of income and Tenant's activities on and from the Demised Premises.

8. **PROMPT OCCUPANCY AND USE.** Tenant agrees to operate and maintain the Demised Premises for the Lease Term, and during ordinary regular business hours, as a convenience store, , or a delicatessen and/or check cashing store within said convenience store, which shall include the performance of such services as are usually incident to such businesses. Tenant covenants that Tenant shall continuously during the Lease Term, during all normal business hours, occupy and use the Demised Premises for the purposes herein set forth (except during any times when the Demised Premises may be untenable by reason of fire or other casualty).

②

9. OPERATION BY TENANT. In regard to the use and occupancy of the Demised Premises and common facilities, Tenant will at its expense: (a) maintain the Demised Premises in a clean, orderly and sanitary condition; (b) keep any garbage, trash, rubbish or refuse in rodent-proof containers within the interior of the Demised Premises until removed; (c) have such garbage, trash, rubbish and refuse removed on a daily basis; (d) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Demised Premises; (e) comply with all laws, ordinances, rules and regulations of applicable governmental authorities, including obtaining at Tenant's expense all required licenses and permits, and all recommendations of the Fire Underwriters Rating Bureau, Landlord's insurance companies and other organizations establishing insurance rates now or hereinafter in effect; and (f) conduct its business in all respects in a dignified manner in accordance with high standards of store operation consistent with the quality of operation as reasonably determined by Landlord and to provide an appropriate mercantile quality.

In regard to the use and occupancy of the Demised Premises and common facilities, Tenant will not: (a) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Demised Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Demised Premises so as to obstruct any driveway, footwalk, parking area, any other common facility; (b) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts which is in any manner audible or visible outside of the Demised Premises; (c) permit accumulations of garbage, trash, rubbish and other refuse within or without the Demised Premises; (d) cause or permit objectionable odors to emanate from the Demised Premises; (e) solicit business in the parking or other common facilities; (f) distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other common facility; (g) permit the parking of delivery vehicles so as to interfere with the use of any driveway, footwalk, parking area, mall or other common facility; (h) receive or ship articles of any kind except through service facilities provided by the Lessor; (i) use or permit the use of any portion of the Demised Premises for any unlawful purpose; (j) place a load upon any floor which exceeds the floor load in which the floor was designed to carry or allowed by law; and (k) cause or permit to be conducted any activity which is illegal under local, state, or Federal law, or which creates any nuisance to the general public.

10. ALTERATIONS BY TENANT. Tenant shall not alter the exterior of the Demised Premises (including but not limited to the store front and/or signs), except as expressly permitted in paragraph 11 below, and Tenant will not make any significant structural alterations to the Demised Premises or any part thereof without the Landlord's written approval. Furthermore, the Tenant may make alterations to the interior of the Demised Premises without first obtaining Landlord's written approval of such alterations.

However, Tenant shall be able to add a delicatessen, or check cashing store within the Demised Premises, and all of Tenant's additions as well as said additional business shall comply with all insurance requirements and all ordinances, code, and regulations within the City of Hapeville or Fulton County and/or any department or agency thereof, and with the requirements of all statutes and regulations of the State of Georgia or any department or agency thereof. All of Tenant's work shall be constructed in a good and workmanlike manner and good grades of



material shall be used. However, any systems, equipment or fixtures attached to the Demised Premises shall become the property of the Landlord, including but not limited to exhaust hood systems, and restaurant fire suppression systems. Furthermore, Tenant acknowledges that the addition of a delicatessen could void any roof warranty's that may exists on the existing roof of the demised premises, and Tenant agrees that it shall thereafter maintain roof in good condition, and repair, maintain or replace the roof of demised premises if necessary.

11. SIGNS AND ADVERTISING. Tenant agrees to promptly purchase and install a new exterior sign that complies with city sign codes. Thereafter, Tenant will maintain any sign, decoration, lettering, or other external advertising matter in good condition and repair at all times. The design of new signage is not subject to pre-approval of Landlord.

12. EXTERIOR REPAIRS AND MAINTENANCE. All exterior maintenance and repairs shall be the responsibility of the Tenant. TENANT LEASES SAID DEMISED PREMISES "AS IS", AND LANDLORD SHALL HAVE NO OBLIGATION TO MAKE ANY REPAIRS, CAPITAL IMPROVEMENTS, OR DO ANY MAINTENANCE TO THE SAME.

13. INTERIOR REPAIRS. Tenant shall, at its own cost and expense, take good care of and make necessary repairs, or replacements, to the interior of the Demised Premises, and the fixtures and equipment therein and appurtenances thereto, including lighting, heating, plumbing and sewerage facilities, and air conditioning equipment. All parts of the interior of the Demised Premises shall be painted or otherwise decorated by Tenant. Tenant agrees to keep and maintain in good condition the electrical equipment and heating and air conditioning equipment. TENANT LEASES SAID DEMISED PREMISES "AS IS", AND LANDLORD SHALL HAVE NO OBLIGATION TO MAKE ANY REPAIRS, CAPITAL IMPROVEMENTS, OR DO ANY MAINTENANCE TO THE SAME.

14. PERFORMANCE BY TENANT. Tenant covenants and agrees to perform all obligations herein expressed on its part to be performed, and promptly, upon receipt of written notice specifying action desired by Landlord in connection with any such obligation (excluding the covenant to pay rent), to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of Landlord within five (5) days after delivery thereof, Landlord shall have the right, but not the obligation, to enter upon the Demised Premises and do the things specified in said notice on behalf of and for the account of Tenant. Landlord shall have no liability to Tenant for any loss or damages resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand as additional rent any expense incurred by Landlord in taking such action.

15. ASSIGNMENT AND SUBLETTING. Tenant may not assign, enter into a business management agreement, sublet this lease or transfer any business interest hereunder, or sublet premises or any part thereof, or permit the use of the premises by any party other than Tenant, or mortgage or encumber this Lease, in whole or in part, without the prior written consent of Landlord. Any transfer or assignment of any interest cumulatively, of the ownership interest in Tenant shall be a "transfer". No such transfer, lease assignment, or sublease shall have the effect of releasing the Tenant or any guarantor, unless said transferee, assignee, or sub lessee has remained compliant with all terms of said lease for a continuous period of twelve (12) months

* However, landlord shall not unreasonably deny any such transfer, assignment, or sublease.

(11)

after said transfer, assignment, or sublease, and has not been in default of said lease at any time during said twelve month period. In regard to each approved sublease, Tenant agrees to be responsible for Landlord's attorney's fees associated therewith and to pay an administrative charge of \$2500.00 to Landlord.

16. TRANSFER FEE. Landlord shall impose a Transfer Fee for the transfer or assignment of this Lease by Tenant to another party with or without Landlord's consent, (including a transfer to Landlord of landlord's nominee). The transfer fee is payable in full by Tenant to Landlord in cash at the time of the transfer.

a. The amount of the transfer fee is as follows depending on the length of time Tenant has been the Tenant at the premises:

Tenure at Premises	Transfer Fee
Less than 5 years	\$5000.00
At least 5 years, but less Than 10 years	\$2500.00
At least 10 years, but less Than 15 years	\$0.00
15 years or more	\$0.00

b. NO transfer fee is payable:

1. If Tenant has been the Tenant at the premises for 10 years or more.
2. Following Tenant's death, upon assumption of the Business by Tenant's successor-in-interest in accordance with state law.
3. Upon an agreement between Tenant and Landlord mutually to terminate this Lease, or if Tenant exercises Tenant's right to terminate this Lease by written notice to Landlord.

17. INDEMNITY. Tenant shall indemnify Landlord and save Landlord harmless from all actions, damages, liability and expenses in connection with loss of life, bodily injury or property damage arising from or out of the occupancy or use by Tenant of the Demised Premises or any part thereof and the common facilities, or occasioned wholly or in part by any negligent, reckless or intentional act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires.

Tenant shall store its property in and shall occupy the Demised Premises at its own risk, and agrees that Landlord shall not be responsible or liable to Tenant or anyone claiming through

(14)

Tenant at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property or to Tenant's business.

Tenant shall give prompt notice to Landlord in case of fire or accidents in the Demised Premises or in the building of which the Demised Premises are a part or of defects therein or in any fixtures or equipment.

18. INSURANCE.

- a. **Policy Form.** All policies of insurance provided for in this Article 17 shall be issued by insurance companies which have a general policyholder's rating of not less than A and a financial rating of not less than Class X in the most currently available Best's Insurance Reports and which are qualified to do business in the State of Georgia and, shall be issued with an endorsement naming Landlord as an additional named insured. Executed copies of all policies of insurance to be procured and maintained by Tenant or Landlord or original certificates thereof shall be delivered to the other party on or before the commencement of payment of rent under Article 4 hereof. The term of each policy provided for herein shall be for a minimum of one (1) year with premiums payable not less than annually. As often as any policy provided for herein shall expire or terminate, renewal or additional policies shall be procured and maintained by Landlord and Tenant, as the case may apply, in like manner and to like extent. All policies of insurance to be procured and maintained by Tenant shall contain a provision that the company writing said policy will give to Landlord and any mortgagee designated by Landlord thirty (30) days' notice in writing in advance of any cancellation or lapse of the effective date or any reduction in the amounts of insurance. All public liability, property damage and other casualty policies to be procured and maintained by Tenant shall be written as primary policies not contributing with and in excess of coverage which Landlord may carry. Any provisions of this Article to the contrary notwithstanding, the obligation of Landlord or Tenant to carry the insurance provided for herein may be brought within the coverage of so called blanket policy or policies of insurance carried and maintained by Landlord or Tenant, respectively; provided, however, that the other party hereto and any designated mortgagee shall be named as additional insureds thereunder as their interest may appear and that the coverage afforded the other party hereto and any such mortgagee will not be reduced or diminished by reason of the use of such blanket policies of insurance; and, provided further, that the other requirements set forth in this Article are otherwise satisfied.
- b. **Tenant's Liability Insurance.** Tenant, as additional rent at Tenant's sole cost and expense, shall at all times after being given occupancy of the Demised Premises, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of comprehensive general liability insurance insuring against loss, damage, or liability for injury to or death of any person or loss or damage to property occurring in, upon or about the Demised Premises, with limits of coverage in an amount not less than one million dollars (\$1,000,000.00) for bodily injury or property damage in any one occurrence.
- c. **Tenant's Personal Property Insurance.** Tenant, as additional rent at Tenant's sole cost and expense, shall at all times during the term hereof, at its sole cost and expense, maintain in full force and effect on all of its fixtures, equipment, merchandise, and other personal property which may be from time to time located in the Demised Premises and on trade fixtures and equipment of others which are in Tenant's possession within the Demised Premises, a policy or policies of



- fire insurance with a standard form extended coverage endorsement in an amount equal to not less than one hundred percent (100%) of their full insurable value. As long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise.
- d. **Landlord's Real Property Insurance.** Tenant, as additional rent at Tenants sole costs and expense shall at all times during the term of this Lease procure and maintain in full force and effect an All Risks Property Insurance Policy on the Demised Premises (insuring all improvements constructed thereon and any additions or alterations thereto or replacements thereof), as well as Flood Insurance (all risk property insurance and flood insurance hereinafter referred to in this paragraph as "real property insurance"). Said policy is to contain a Replacement Cost Endorsement naming Landlord as the insured and loss payee, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Demised Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord as the insured and loss payee under said policy and any designated mortgagee in accordance with their respective interests therein.
- e. **TENANTS INABILITY TO ACQUIRE INSURANCE PURSUANT TO (a), (b), (c), or (d) above.** Should Tenant fail to acquire any of the insurance policies as set forth above FOR ANY REASON, the Landlord shall be able to purchase said insurance, and on the 1st day of each month after said purchase, and ending upon the termination of this lease, Tenant shall pay Landlord one-twelfth of the annual premium for said insurance policy as required above.

19. DESTRUCTION. If the Demised Premises shall be partially damaged by any casualty insurable under the Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the same and the Fixed Minimum Rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable. If the Demised Premises (a) by reason of such occurrence is rendered wholly untenable or partially untenable but incapable of restoration of condition within thirty (30) days or (b) should be damaged as a result of a risk which is not covered by Landlord's insurance or Landlord does not receive the insurance proceeds or (c) should be damaged in whole or in part during the last one (1) year of the Lease Term or of renewal thereof, or (d) the building of which it is a part, whether the Demised Premises is damaged or not, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, then or in any of such events, either Landlord or Tenant may elect to cancel this Lease by notice of cancellation within ninety (90) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Demised Premises. Tenant's liability for rent upon the termination or cancellation of this Lease shall cease as of the day following the event or damage. In the event Landlord elects to repair the damage insurable under its policies, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Demised Premises have been repaired. Unless this Lease is terminated by Landlord, Tenant shall repair and replace the interior of the Demised Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement.

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20. CONDEMNATION. Total: If the whole of the Demised Premises shall be acquired or taken by eminent domain (including a conveyance in lieu thereof) for any public or quasi-public use or purpose, then this Lease and the term herein shall cease and terminate as of the date of title vesting in such proceeding.

a. Partial: If only part of the Demised Premises shall be taken as aforesaid, and such partial taking shall render, in Tenant's reasonable discretion, that portion not so taken unsuitable for the business of Tenant, then this Lease and the term herein shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the remaining premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the Fixed Minimum Rent shall be reduced in the same proportion that the floor area of the Demised Premises taken bears to the original floor area demised and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the building in which the Demised Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Demised Premises so taken. If more than twenty percent (20%) of the floor area of the building in which the Demised Premises are located shall be taken as aforesaid, either Tenant or Landlord may, by written notice to the other, terminate this Lease, such termination to be effective as aforesaid. If this Lease is terminated as provided in this paragraph, the rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

b. Award: Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, whether for diminution in value of the leasehold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business and fixtures.

21. DEFAULT OF TENANT AND REMEDIES OF LANDLORD. If Tenant fails to pay any rent or other payment due hereunder within ten (10) days of written notice to cure, or upon its failure to perform any other of the terms of this Lease to be observed or performed by Tenant within ten (10) days after written notice of the default or failure to perform has been sent by Landlord to Tenant, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or file or have filed against it in any court pursuant to any statute either of the United States or of any state thereof, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or suffers this Lease to be taken under any writ of execution or attachment or if this Lease shall pass to or devolve upon, by law or otherwise, one other than Tenant except as herein provided, then, in any one or more of such events, upon Landlord's serving a written notice of cancellation upon Tenant, then Landlord shall have the option, in addition to any other remedy or right permitted it by law or by this Lease, to terminate this Lease, whereupon the term hereunder shall terminate and come to an end on the date specified in such notice of cancellation, and Tenant shall quit and surrender the Demised Premises to Landlord as if the term hereunder had ended by the expiration of the time fixed herein, but Tenant shall remain liable as hereinafter provided.



Should Landlord elect to re-enter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to relet the Demised Premises and relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rentals and upon such other terms and conditions as Landlord, in Landlord's sole discretion, may deem advisable. Upon each such reletting all rentals received by Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; and third, to the payment of rent, due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. The rights and remedies of Landlord provided herein in the event of a default by Tenant hereunder are in addition to, and not in lieu of, any other right or remedy which Landlord may have against Tenant at law or in equity; and, further, the exercise or election of any right or remedy of Landlord shall not be deemed to be an election from or waiver of any other right or remedy of Landlord provided hereunder or by law.

22. ACCESS TO PREMISES. Landlord shall have the right to enter the Demised Premises at all reasonable times and upon reasonable advance notice (and, if in Landlord's opinion an emergency exists requiring immediate action, at any time and without any advance notice) to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and to make such repairs, additions, alterations or improvements as it may deem desirable. During the three (3) months prior to the expiration of this Lease or any renewal term, Landlord may place upon the Demised Premises "To Let", "For Sale", or similar signs which Tenant shall permit to remain thereon.

23. QUIET ENJOYMENT. Tenant, upon paying the rents and performing all of the terms on its part to be performed under this Lease, shall peaceably and quietly enjoy the Demised Premises, subject, nevertheless, to the terms of this Lease and to any mortgage, ground lease or agreements to which this Lease is subordinated.

24. SUBORDINATION. Upon request of the Landlord, Tenant will and does hereby subordinate its rights hereunder to the lien of any mortgage or mortgagees, or the lien resulting from any other method of financing or refinancing, now or hereafter in force, against the land and/or buildings of which the Demised Premises are a part or against any buildings hereafter placed upon the land of which the Demised Premises are a part, and to all advances made or hereafter to be made upon the security thereof.

25. ATTORNMENT. Tenant shall, in the event of the sale or assignment of Landlord's interest in the building or land of which the Demised premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage made by Landlord covering the Demised Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

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26. **CERTIFICATE FROM TENANT.** Tenant shall, upon request by Landlord, execute and deliver to Landlord a written declaration in recordable form; (a) ratifying this Lease; (b) expressing 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 writing as shall be stated); (d) that all condition under this Lease to be performed by Landlord have been satisfied; (e) that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating their claimed by Tenant; (f) the amount of advance rental, if any (or none if such is the case), paid by Tenant; and (g) the date to which rental has been paid. Such declaration shall be executed and delivered by Tenant from time to time as may be requested by Landlord, and Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon the same.

27. **END OF LEASE TERM.** At the expiration of the Lease Term, Tenant shall surrender the Demised Premises on the same condition as it was in upon delivery or possession thereto under this Lease, reasonable wear and tear accepted, and shall deliver all keys to locks to Landlord. Before surrendering the Demised Premises, Tenant shall remove within fifteen (15) days of the expiration of the Lease Term, all its personal property, trade fixtures, alterations, additions and decorations and shall promptly repair any damage caused thereby. Tenant's obligations to perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the expiration of the Lease Term, such property shall be deemed abandoned and shall become the property of Landlord. All additions, decorations, fixtures, equipment, systems, hardware, non-trade fixtures and all improvements temporary or permanent in or upon the Demised Premises, whether placed there by Tenant or Landlord, shall, if permanently affixed, become Landlord's property and shall remain upon the Demised Premises at the termination of this Lease, and shall become the property of the Landlord, by lapse of time or otherwise without compensation or allowance credit to Tenant.

28. **HOLDING OVER.** Any holding over after the expiration of the Lease Term, or any renewal term, with or without Landlord's acquiescence and without any express agreement of the parties, shall be construed to be a tenancy from month to month at 150% of the rental rate in effect at the end of the lease. There shall be no renewal of this lease by operation of law. rents which shall then have been in effect the month next preceding the commencement of the subject month to month tenancy, and shall otherwise be on the terms herein specified so far as applicable.

29. **NO WAIVER.** Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or any rules and regulations shall not be constructed as a waiver for the future of any such provision, option, rule or regulation. The receipt by Landlord of rent with knowledge of the breach of any provisions of this Lease shall not be deemed 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. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and 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 in this Lease or by law.

30. **NOTICES.** Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States Certified Mail, postage prepaid, and shall be addressed (a) if to Landlord, at 157 Glen Eagle Way, McDonough, Georgia 30253; and (b) if to Tenant, at the Demised Premises. Either party may designate such other address as shall be given by written notice.

31. **MEMORANDUM OF LEASE.** Upon the request of either party hereto the other party shall join in the execution of a memorandum of this Lease for the purpose of recordation. Said memorandum or short form of this Lease shall describe the parties, the Demised Premises and the Lease Term and shall incorporate this Lease by reference. All costs of recording shall be borne by the requesting party.

32. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance 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.

33. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and permitted 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 Tenant, they shall all be bound, jointly and severally, by these provisions. In the event of any sale of the land, building under this Lease, Landlord shall be entirely relieved of all obligations hereunder.

34. **ENTIRE AGREEMENT, ETC.** This Lease and the exhibits, riders and/or addenda, if any, attached, set forth the entire agreement between the parties. Any prior conversations or writing are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a rider or addendum is inconsistent with the printed provision of this Lease, the provision contained in said rider or addendum shall supersede said printed provision. It is herewith agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any article or paragraph, nor in any way affect this Lease.

35. **TIME.** Time is of the essence in this Lease.

36. **USUFRUCT.** 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. None of the language or terminology of this Lease shall be construed to create any other form of relationship between Landlord and Tenant.

37. **GOVERNING LAW.** This Lease shall be construed under the laws of the State of Georgia.



38. EPA REGULATIONS. During the term of this Lease, Tenant shall comply with all regulations, including, but not limited to, those set forth by the Georgia Department of Natural Resources, EPD, air rules, solid waste rules and federal EPA rules (where applicable). Should Landlord discover that Tenant is at any time in violation of any such rules or regulations, Landlord is authorized, but is not required to; take any steps as are necessary to bring the Premises in compliance. Any expenses associated with this will promptly be reimbursed by Tenant to Landlord and Tenant shall be responsible for any associated warranty violations, fines or penalties. Further, Tenant's failure to maintain the Premises in full compliance with all such regulations shall operate as a default of the Lease Agreement between the parties, entitling Landlord to the remedies as specified by Paragraph 20 herein.

39. SECURITY DEPOSIT. Upon execution of this Lease Agreement, Tenant shall pay to Landlord \$10,000.00 representing a security deposit. Subject to the terms of this Lease Agreement, the security deposit shall be refundable at the expiration of this Lease, or upon the transfer of the Tenant's business to a third party and assignment of said lease. Tenant shall not be entitled to receive interest on the security deposit, and Landlord shall be entitled to retain any interest earned on the security deposit.

40. GUARANTEE. As partial consideration for entering into this Lease Agreement RAJU.S. DAREDIA AND BINOD THAPA shall personally guarantee Tenant's full performance of its obligations under this Lease Agreement, as agreed to and as shown on LEASE GUARANTIES ATTACHED HERETO AS EXHIBIT "A".

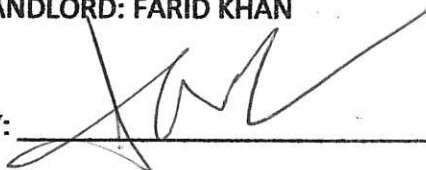
41. LICENSES AND ILLEGAL ACTIVITIES. It shall be Tenant's sole responsibility to apply, qualify for and maintain all necessary city, county and state licenses to operate the business. Tenant's ability to obtain, qualify for and maintain any such licenses shall not be a condition of it's responsibilities under this Lease. Should tenant fail to maintain all necessary city, county, state or federal licenses to operate its business, then Landlord shall have the option of immediately terminating this lease by giving tenant written notice of its intent to terminate the same. Should Tenant cause or permit to be conducted any activity on premises or in its business which is illegal under local, state, or Federal law, or which creates any nuisance to the general public then Landlord shall have the option of immediately terminating this lease by giving tenant written notice of its intent to terminate the same.

42. RIGHT OF FIRST REFUSAL. Prior to the sale by the Tenant of convenience store business to any third party, Landlord shall have the option to purchase said business upon same terms as offered by said third party. Landlord shall have twenty-four (24) hours from the date of notice from the Tenant to exercise Landlord's right of first refusal, and thirty days thereafter to close upon said purchase. If Landlord does not exercise the right of first refusal, Tenant may sell the business, with the written consent of the Landlord, to a qualified buyer but Landlord shall not unreasonably deny any such sale of the business to a qualified buyer. Prior to sale by the Landlord of the real property upon which Tenant's business is located, Tenant shall have the right of first refusal to purchase the property upon same terms as offered by said third party. Tenant shall then have twenty-four (24) hours from the date of notice from the Landlord to exercise the right of first refusal, and thirty (30) days thereafter to close upon said purchase.

IN WITNESS WHEREOF, the Tenant and Landlord have executed this lease and affixed their seals hereto as of the date written above.



WITNESS

LANDLORD: FARID KHAN

BY: _____

TENANT: TRUE BROTHERS LLC

WITNESS

BY: _____
RAJU S DAREDIA, PRESIDENT and CEO

WITNESS

BY: _____
RAJU S DAREDIA, INDIVIDUALLY

WITNESS

BY: _____
RAJU S DAREDIA, Personal Guarantor



Effective Date: December 20th, 2018

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 64458132

That we, True Brother LLC

of Hapeville, State of Georgia, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
Georgia, as Surety, are held and firmly bound unto the

City of Hapeville, State of Georgia, as Oblige, in the penal
sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
lawful money of the United States, to be paid to the Oblige, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Liquor Bond City of Hapeville

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
December 20th, 2021, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Oblige and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 20th day of December, 2018.

True Brother LLC

Principal

Principal

WESTERN SURETY COMPANY

By

Paul T. Bruffat, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor Bond City of Hapeville

bond with bond number 64458132

for True Brother LLC

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 20th day of December,
2018.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

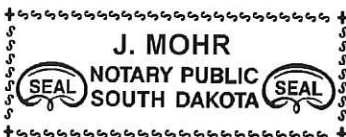
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 20th day of December, 2018, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Attach additional pages if needed.

Business Name & Address: CORNER MARKET / 3332 COLVILLE AVE. TAPEVILLE

Date and Signature of Owner/Manager 1-2-19 

Name of Product	Number of Cases/Bottles in stock or in store as of date above	Price (i.e. \$2.00/glass; \$15.00/case)
ATL BERRADA CASES	100 CASES LI ALI MDC	2600.00
C.W.SALE	36 CASES AM	1400.00
UNITED D2ST	55 WINE AM MDC	1550.00
TOTAL		5550.00

INVENTORY List.doc

CITY OF HAPEVILLE

3468 N FULTON AVE.
HAPEVILLE, GA 30354-1466

COMMERCIAL OCCUPATIONAL TAX PERMIT

LICENSE YEAR: 2018

LICENSE TYPE: CONVENIENCE STORE

LICENSE NUMBER: 20180080

EXPIRATION DATE: 3/31/2019

ISSUED TO: TRUE BROTHERS LLC

LOCATION: 3332 COLVILLE AVE.
HAPEVILLE GA 30354

THIS LICENSE MUST BE POSTED AND IS NON-TRANSFERABLE

Cynthia D. Smith - Jpr
City Clerk

This certificate must be displayed in a conspicuous place in the licensee's establishment. City Hall must be notified of any change of address, ownership, or licensee. This permit is subject to revocation for cause. In accepting this Permit, the licensee acknowledges and affirms that: a) the information provided to gain this certificate is true, complete and accurate and any inaccuracy may be considered cause for invalidation of this certificate; b) the City of Hapeville may enforce any and all ordinances, regarding payment of fees or issuance of this certificate; c) it is the responsibility of the licensee to conform with said ordinances in full; and the Licensee affirms that this certificate has been issued based upon representations made by the Licensee under oath and the Licensee understands that false statement made to the City are punishable as a felony under section 16-10-20 O.C.G.A.

TRANSACTION REPORT

3507497500

FAX (TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE	FILE
001	DEC/14	03:32PM	918777863397	0:01:36	2	MEMORY OK	G3 1161

DEC/14/2018/FRI 03:33 PM

P.01/01

LSTCN:5488000758 GBITCN:82642255089997 DATE/TIME:2018-09-21 15:06:36
NAME:DAREDIA, RAJU SADRUDIN PHOTO:PHOTO NOT AVAILABLE



Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, Georgia 30034
404-244-2639

LSTCN:5488000758
GBITCN:82642255089997
DATE/TIME:2018-09-21 15:06:36
NAME:DAREDIA, RAJU SADRUDIN
PHOTO:PHOTO NOT AVAILABLE

NO GEORGIA CRIMINAL HISTORY RECORD FOUND

Crystal Griggs-Epps

From: Raju Daredia [REDACTED]
Sent: Wednesday, January 02, 2019 2:49 PM
To: Crystal Griggs-Epps
Subject: 56815102824_5DDF1695-03E6-436A-B14F-9A520654D05D.jpeg

TRUE BROTHERS LLC
3332 COLVILLE AVE
ATLANTA, GEORGIA 30354

PAY TO THE ORDER OF

Platinum

FOR

TRUE BROTHERS LLC
3332 COLVILLE AVE
ATLANTA, GEORGIA 30354

PAY TO THE ORDER OF

Platinum

FOR

RASU. DAREZIA

52726

CASH RECEIPT NUMBER

DATE 12/19/18

OFFICE ACCOUNT NO.

RECEIVED OF True Brothers LLC

PHONE NO.

AD SIZE

RUN DATE(S)

SALES REP NO.

CLASSIFIED METAL

AMOUNT \$240.24

CASH CHECK CREDIT CARD

MARIETTA DAILY JOURNAL
CHEROKEE TRIBUNE
NEIGHBOR NEWSPAPERS

Received By

www.mjonline.com • www.cherokeetribune.com • www.neighbornewspapers.com

TAX DEDUCTIBLE

Sent from my iPhone

ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.

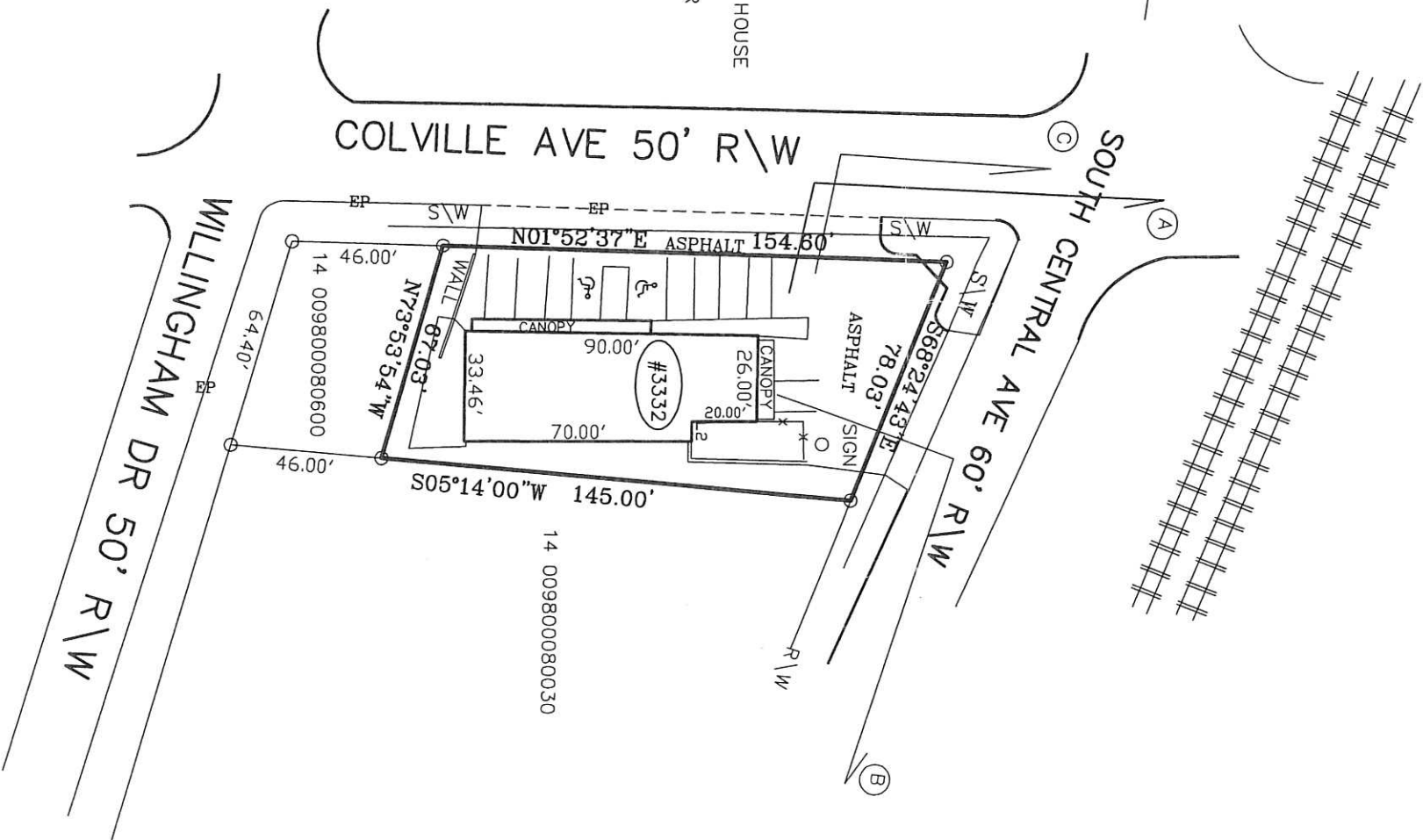
NOTE: PROPERTY LINES SHOWN ON THIS SURVEY/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS SURVEY IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.

AREA:
10450. S.F.
TAX ID 14 009800080022

ZONED C-2
PARKING 9 REGULAR
2 ADA

- (A) 722 YARDS TO HAPEVILLE ELEMENTARY
- (B) 880 YARDS CHRIST CHURCH AND CARRIAGE HOUSE
- (C) 1410 YARDS TARA CLUB TREATMENT CENTER



LEGEND

- IPF=IRON PIN FOUND
- IPS=IRON PIN SET
- R/W=RIGHT OF WAY
- MAG= MAGNETIC
- P.O.B.=POINT OF BEGINNING
- B/L=BUILDING LINE
- D.E.=DRAINAGE EASEMENT
- N/F=NOW OR FORMERLY
- P= PREVIOUS
- E= EXISTING
- P/P= POWER POLE
- PRP= PER REFERENCE PLAT
- CLOSURE DATA

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

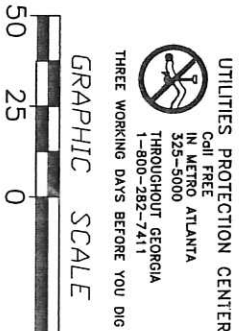
PREPARED FOR:

TRUE BROTHERS LLC. D.B.A. CORNER MARKET

3332 COLVILLE AVE

LOT: N/A	LAND LOT: 98	DATE: 11/12/18
BLOCK:	DISTRICT: 14 TH	
SCALE: 1"=50'	COUNTY: FULTON	JOB NO: 3332 COLV

SAWHNEY & ASSOCIATES
523 HASTINGS WAY JONESBORO GA 30238
PH.# (678)-500-4356



FIELD CLOSURE=1" IN 20,000+
ANGLE POINT ERROR=< 03"
EQUIPMENT USED=TOTAL STATION
ADJUSTMENT METHOD=COMPASS RULE
PLAT CLOSURE=1" IN 100,000+
THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN ACCORDING TO REFERENCE PLAT.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

G.L. Sawhney

ASSUMED



Travel Vaccines

Customized by country | No reservations needed

Walgreens

Our pharmacists will recommend vaccines, prescriptions and over-the-counter medications based on your travel itinerary and health history.
*Vaccines subject to availability. State-, age- and health-related restrictions may apply.

Talk to your pharmacist or visit [Walgreens.com/TravelHealth](https://www.walgreens.com/TravelHealth) to learn more

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

TRUE BROTHERS LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/08/2018** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/10/2018**.



Brian P. Kemp
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 8/8/2018 4:09:24 PM

BUSINESS INFORMATION

CONTROL NUMBER	18096612
BUSINESS NAME	TRUE BROTHERS LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	08/08/2018

PRINCIPAL OFFICE ADDRESS

ADDRESS	6044 SOUTH NORCROSS TUCKER RD, NORCROSS, GA, 30093, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
RAJU S DAREDIA	1340 SCENIC VIEW TRACE, LAWRENCEVILLE, GA, 30044, USA	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
Raju S Daredia	ORGANIZER	6044 South Norcross Tucker Rd, Norcross, GA, 30093, USA

OPTIONAL PROVISIONS

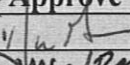
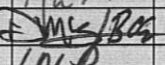
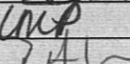
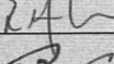
N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Raju S Daredia
AUTHORIZER TITLE	Organizer

Administrative Fee (applicable to all Licenses) \$200.00

FOR OFFICE USE ONLY

Department	Date	Approve	Deny	Comments
Code Enforcement	1/15/19			
Fire Department	01/15/19			
Planning & Zoning	1/15/19			
Police Department	1/15/19			
Alcohol Review Board	1/15/19			