

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into this ____ day of _____, 2019, by and between the HAPEVILLE DEVELOPMENT AUTHORITY (“Landlord”) and IMPERIAL STAR DESTROYER, LLC (“Tenant”).

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated March 28, 2018 (the “Lease”), and as further amended by that certain First Amendment to Lease Agreement dated June 12, 2019; and

WHEREAS, Landlord and Tenant desire to amend the description of the Premises and Exhibit A, which was attached to said Lease and incorporated therein.

NOW THEREFORE, for and in consideration of the mutual covenants contained in the Lease, the First Amendment, and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is amended as follows:

- A. Paragraph 1 (“Premises”) of the Lease is hereby amended by deleting the stricken text and inserting the following underlined and italicized text:

“**1. PREMISES.** The property hereby leased to Tenant is a parcel of real property designated as Tax Parcel Identification Number 14 00980080097 in the records of the Fulton County Tax Assessor and having a street address of 840 South Central Avenue, Hapeville, Georgia 30354, and including all improvements presently located on said parcel (collectively, the “Premises”). Said parcel is further identified by the Survey legal description which is attached hereto as Exhibit A and is incorporated herein by reference.”

- B. Paragraph 12 (“Stormwater Drainage and Access Easement”) of the Lease is hereby amended deleting the stricken text and inserting the following underlined and italicized text:

“**12. STORMWATER DRAINAGE AND ACCESS EASEMENT.** Tenant acknowledges and agrees that any rights to the Premises that it obtains under this Lease are subject to an easement in favor of the City of Hapeville, Georgia (the “City”) for the operation of a stormwater drainage system on or abutting the Premises and said easement includes the right of access to the Premises by the City for the maintenance of such drainage system. (Said stormwater drainage system on or abutting the Premises is more particularly shown on the survey which is attached hereto as ~~Exhibit A~~ Exhibit B and is incorporated herein by reference.). Tenant agrees that it will ~~take~~ undertake no action, perform any operation, or make many improvements to the Premises that will directly or indirectly interfere with the rights of the City to such easement beyond the improvements needed to support the parking and affiliated business. In the event that Tenant purchases the Premises under the

option to purchase set forth in paragraph 6, Tenant acknowledges and agrees that (1) any right it may acquire in the Premises is subject to the easement identified in this paragraph; and (2) it will take all actions necessary (including, but not limited to, the execution of any written instrument) to convey to the City legal title to the easement identified in this paragraph.”

C. Exhibit A to the Lease is stricken in its entirety and replaced with the following:

“ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 98 of the 14th District, Fulton County, Georgia, as shown on a plat of additions and changes in Virginia Park made for Clark-Stewart Company, December 1921, by O.F. Kauffman, C.E., which plat is recorded in Plat Book 8, Page 129, Fulton County records, and being more particularly described as follows:

BEGINNING at a point on the south side of Central Avenue 220 feet west of the southwest corner of Central Avenue and Hamilton Avenue; thence west along the south side of Central Avenue 90 feet; thence southwest 112.7 feet to the right of way of Georgia Railway Electric Company; thence east along said right-of-way 90 feet; thence northeast 86.2 feet to Central Avenue and point of beginning.

Being improved property known as No. 840 South Central Avenue in the City of Hapeville, Georgia, according to the present system of numbering.

Tax Parcel No. 14-0098-0008-009-7.”

D. Except as expressly amended and modified hereby, the terms and conditions of the Lease shall remain in full force and effect.

E. This Amendment shall inure to the benefit of, and be binding upon, the successors, assigns and legal representative of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment has been executed on behalf of each of the parties hereto, as of the date and year first above written.

TENANT

Signed, sealed and delivered
in the presence of:

IMPERIAL STAR DESTROYER, LLC

By: _____

Notary Public

Name: _____

Commission Expires Date:

Title: _____

[NOTARIAL SEAL]

LANDLORD

Signed, sealed and delivered
in the presence of:

HAPEVILLE DEVELOPMENT AUTHORITY

By: _____

Notary Public

Name: _____

Commission Expires Date:

Title: _____

[NOTARIAL SEAL]