



CITY OF POWDER SPRINGS  
 BUSINESS LICENSE DIVISION  
 P. O. BOX 46  
 4488 PINEVIEW DRIVE  
 POWDER SPRINGS, GEORGIA 30127

# MARIETTA STREET CAFE & GRILL

Todd Kline / Susan Saar  
 Owners

4456 & 4458 Marietta Street  
 Powder Springs, GA 30127

D  
C

Catering

404.610.3599 - Susan  
 678.468.1220 - Todd  
 MariettaStreetCafe@gmail.com  
 www.mariettastreetcafe.com



Date of Meeting \_\_\_\_\_  
 License No. \_\_\_\_\_

Ads to Run \_\_\_\_\_ & \_\_\_\_\_  
 Ad Fee Paid ( )  
 Notification Letter ( )  
 Ad to Journal ( )

*Handwritten notes:*  
 \$5000 fee  
 \$1500 fee  
 \$1550 fee  
 18-00914  
 check# 139  
 PD 1/16/17

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

NEW  CHANGE OF LICENSEE  CHANGE OF OWNERSHIP  DATE \_\_\_\_\_

LIQUOR ( ) BEER (X) WINE (X) SUNDAY SALES PERMIT (X)  
 \$3500.00 Package ~~\$203.00~~ ~~\$465.00~~ \$500.00

Pouring \_\_\_\_\_ Pouring  Pouring  WHOLESALER ( )

- Type of Business RESTAURANT
- Business Name MARIETTA STREET CAFE & GRILL, LLC, Business Phone # 404.610.3599  
 Business Address 4458 MARIETTA STREET / 4456 MARIETTA STREET  
 City POWDER SPRINGS State GA Zip Code 30127
- Mailing Address 4458 MARIETTA STREET  
 City POWDER SPRINGS State GA Zip Code 30127
- Licensee Full Name Todd Elliot Kline & Susan Lynn SAAR  
 Soc. Sec. No. [REDACTED] Business Phone [REDACTED] Home Phone [REDACTED]  
 Home Address: Street [REDACTED]  
 City Powder Springs State GA County ~~PAULDING~~ PAULDING Zip Code 30127
- Type of Ownership: Proprietor \_\_\_\_\_ Partnership  Corp \_\_\_\_\_  
 Name of Owner(s): TODD KLINE / SUSAN SAAR

6. If Corporation: - Publicly traded or privately held?

Corporate Name: \_\_\_\_\_

a. List each corporate officer by name, social security number, position held, and percentage of ownership, date of birth, home address, phone number, county of residency, length of residency, county of citizenship and any arrests:

NA

b. List all stockholders; state names, social security numbers, address and number of shares owned by each. (Attach exhibits if necessary).

NAME	SSN	RESIDENT ADDRESS	#OF SHARES HELD
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NA

7. If partnership:

List name, address, social security number, and percentage of ownership of each partner:

NAME	SSN	RESIDENT ADDRESS	% OF OWNERSHIP
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TODD KLINE	[REDACTED]	[REDACTED]	Powder Spgs GA 50%
SUSAN SAAR	[REDACTED]	[REDACTED]	Powder Spgs GA 50%

8. If Proprietorship:

Owner's Name: NA

Social Security No.: \_\_\_\_\_

Address: \_\_\_\_\_

9. Does the licensee, partner, corporation or owner have any vested interest in any other Alcoholic Beverage License in the State of Georgia? ( ) ( ). If so, give complete names and addresses.

NO

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10. List full name, address, social security number and percentage of ownership for each individual, including all "Limited" and "Silent" partners, having any vested interest in this application, (Attach exhibits if necessary).

NAME	RESIDENT ADDRESS	SSN	% OWNED
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NA

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11. a. List full name and other required information for each firm or corporation having any interest in this application and the percentage of ownership.

CORPORATE NAME	BUSINESS ADDRESS	% OWNED
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NA

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b. List full name, address, position held, social security number, and percent of ownership for each board member of each corporation.

NAME	POSITION HELD	SSN	RESIDENT ADDRESS	% OWNED
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NA

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12. List all other businesses engaged in sale of distilled spirits that you the licensee, or any owner listed in question ten (10) and eleven (11) that has any interest in or is associated with in any way whatsoever.

NAME	SSN	NAME OF BUSINESS	BUSINESS ADDRESS	% INTEREST
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NA

13. List full name and other required information for spouse, parents, step-parents, parents-in-law, brothers, and sisters, step-brothers and step-sisters, brothers-in-law and sisters-in-law, children and step-children, if such relatives are related to the licensee or any owner and have, or have had in the past any license or any financial or ownership interest whatsoever in any business dealing in alcoholic beverages.

NAME	RELATIONSHIP	RESIDENT ADDRESS	BUSINESS ADDRESS	% INTEREST
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NA

14. List the full name and address of every owner of the property on which this business is to be conducted.

NAME OF PROPERTY OWNER	ADDRESS	RELATIONSHIP TO APPLICANT/OTHER OWNER(S)
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LARRY EVANS

[REDACTED]

Powder Spgs. GA - LANDLORD

15. List the full name and address of every owner of the building in which this business is to be conducted.

NAME OF BUILDING OWNER	ADDRESS	RELATIONSHIP TO APPLICANT OR OTHER OWNER(S)
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LARRY EVANS

[REDACTED]

Powder Spgs. GA - LANDLORD

16. List the full name and address of every lessor and sublessor of the property where this business is to be conducted.

NAME	LESSOR OR SUBLESSOR	ADDRESS	RELATIONSHIP TO APPLICANT OR OTHER OWNER(S)
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NA

17. Has any individual, firm, partnership, or corporation been issued a license to sell alcoholic beverages at this address? yes. If yes, give the name of the business and the reason for closing.

4456 MARLETTA STREET - Second PLATE RESTAURANT - out of business.

18. State the total amount of capital funds that is or will be invested in this business. \$ 60,000

a. State the total amount of personal funds invested by you the licensee/owner, including the total amount of funds borrowed by you the licensee/owner. \$ 60,000

b. State the total amount of personal funds invested by other owners including the total amount of funds borrowed by other owners: NA

c. If any capital is borrowed, state name of lender(s), amount of capital borrowed from each, date of the loan(s), and true rate of interest on each. (A copy of note(s) or other evidence of indebtedness, with all amendments, must be attached to the application).

NAME	ADDRESS	AMOUNT	DATE	INTEREST
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NA

19. Name the person that will be the manager of this business, giving all pertinent information. In addition, state how the manager will be compensated.

NAME	SSN	ADDRESS	% INTEREST (IF ANY)	COMPENSATION
Todd Kline	[REDACTED]	[REDACTED]	Powder Spgs, GA	50%
Susan SAAR	[REDACTED]	[REDACTED]	Powder Spgs, GA	50%

20. State name of person or firm responsible for preparing and maintaining financial and tax records of this business giving all pertinent information.

NAME	BUSINESS ID# OR SSN	BUSINESS ADDRESS
LMH Tax Services, Inc.	[REDACTED]	[REDACTED] 30107

21. Has this place of business, or any owner or employee been cited, charged, or convicted at any time within the last twelve (12) months, for any violation of Georgia Law, Federal Law, or any rule or regulation of the State Revenue Commissioner or any rule or regulation of any City or County, or other Governmental unit? YES ( ) NO ( ) . If yes, give full details.

No

22. Have you, the licensee, or any person having an interest in this business, ever been detained, arrested, indicted, or convicted for any offense, by any State, County, City, Federal, or Foreign officer, or any other Governmental authority? yes . If yes, give full details. (Failure to make a full disclosure in response to this question will result in a denial of the application or a revocation of the license if information which should have been given, but was not, for any reason, is forthcoming subsequent to the grant of the license).

Todd Kline - DUI TRAFFIC VIOLATION, 1990  
SUSAN SAAR - DUI TRAFFIC VIOLATION, 1990

23. How is the proposed property location zoned? Commercial . If this is an application for an original license attach hereto proof of adequate parking facilities of one (1) off-street parking space for each two hundred (200) square feet of total floor area within the building in conformance with the Zoning Ordinance and regulations of the City.

- 24. Please attach a survey showing distances to all buildings within a 600' radius.
- 25. Submit plans and renderings of premises.
- 26. Submit a copy of warranty deed or lease agreement.

**LIST** anytime that **you** have been **ARRESTED** including all pending offenses and offenses for which you have been convicted, pled guilty, pled nolo contendere or been on probation, parole, or fined.

**Additionally**, please list any **CITATIONS** involving drugs or alcohol. Write "None" if applicable.

Date of offense	Place of offense	Type of offense	Disposition
1. 1990	Cobb County, GA	DUI TRAFFIC VIOLATION	\$500.00 fine
2.			
3.			
4.			

Under Georgia criminal code section 16-10-20, any person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device, makes a **false, fictitious, or fraudulent statement** or representation, shall upon conviction, therefore, be punished by a **fine of not more than \$1,000** or by **imprisonment for not less than one (1) year nor more than five (5) years, or both.**

I have read and understand that any **falsehood or half-truth** submitted in the application for alcoholic beverage license is a **felony** and will render me ineligible to serve alcoholic beverages in this City. I also understand that any falsehood or half-truth discovered by investigators during the term of the application (one (1) year from the date of this application) is grounds for its revocation and my subsequent prosecution.

I agree to submit any documentation to the City of Powder Springs Police Department, needed to accurately complete the background investigation of this application, i.e. birth certificate, social security card, naturalization certificate, court records, alien registration cards, etc.

I hereby authorize the City of Powder Springs and/or Cobb County Police Department to receive and/or disseminate any criminal history record information pertaining to me which may be in the files of any state and/or local criminal justice agency in Georgia.

Todd E. Kline

Signature of Applicant

1/16/2018

Date

Sworn and Subscribed before me this 16th day of January, 2018.



Jackie White-Majors  
(Notary Public)



ALCOHOLIC BEVERAGE SUNDAY SALES PERMIT

CITY OF POWDER SPRINGS  
P.O. BOX 46, 4488 PINEVIEW DRIVE  
POWDER SPRINGS, GEORGIA 30127  
PHONE: 770-943-1666

APPLICANT NAME: Todd Kline

STREET ADDRESS: \_\_\_\_\_

CITY: Powder Springs STATE: GA ZIP: 30127

TELEPHONE NUMBER: \_\_\_\_\_

LOCATION OF PREMISES ON WHICH ALCOHOLIC BEVERAGES ARE PROPOSED TO BE SERVED:

4456 / 4458 MARIETTA STREET Powder Springs, GA 30127

ANY ADDITIONAL INFORMATION WHICH THE CITY OF POWDER SPRINGS SHALL FIND REASONABLY NECESSARY TO A FAIR DETERMINATION AS TO WHETHER A PERMIT SHOULD BE ISSUED:

BEER AND Wine ONLY / FAMILY ESTABLISHMENT

NEW APPLICANTS MUST MEET ALL THE REQUIREMENTS OF THE ALCOHOLIC BEVERAGE ORDINANCE OF THE CITY OF POWDER SPRINGS AND HOLD A POURING LICENSE TO QUALIFY FOR A SUNDAY SALES PERMIT.

RENEWALS MUST MEET THE REQUIREMENTS OF THE CITY OF POWDER SPRINGS ALCOHOLIC BEVERAGE ORDINANCE, PLUS SUBMIT A STATEMENT BY A CERTIFIED PUBLIC ACCOUNTANT STATING THAT NO MORE THAN 50 PER CENT OF SALES AT THIS ESTABLISHMENT ARE DERIVED SOLELY FROM THE SALE OF ALCOHOLIC BEVERAGES TO QUALIFY FOR A SUNDAY SALES PERMIT.

APPLICANT SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_



OWNER/LICENSEE PERSONAL STATEMENT

(A Photo of Applicant Must Be Attached)

1. Full Name of Licensee (Use No Initials) Todd Elliot Kline
2. Social Security # [REDACTED] Business Phone [REDACTED]  
Home Phone [REDACTED]
3. Home Address [REDACTED] Powder Spgs, GA 30127
4. Business Address 4458 MARIETTA STREET Powder Springs, GA 30127
5. Race White Sex MALE Height [REDACTED] Weight [REDACTED] Age 58  
Color of Hair Brown Color of Eyes Brown
6. Place of Birth Ann Arbor, Michigan Date of Birth \_\_\_\_\_  
U.S. Citizen yes By Birth  Naturalized \_\_\_\_\_  
Date, Place and Court \_\_\_\_\_ Certificate No. \_\_\_\_\_  
Petition No. \_\_\_\_\_ Derived Parents Certificate No. (s) \_\_\_\_\_  
Alien Registration No. \_\_\_\_\_ Native Country \_\_\_\_\_  
Date and Port of Entry \_\_\_\_\_
7. How long have you resided in the State of Georgia? 32 years
8. How long have you resided in Cobb County? 30 years
9. Number of years resided at your present address? 3 years
10. What has been your occupation for the past five (5) years? \_\_\_\_\_  
R+D CHEMIST / CERTIFYING SCIENTIST - Toxicology, ELAB Corporation.
11. What is your position title with the business submitting the license application?  
OWNER / PARTNER
12. Are you: Single () Married ( ) Widowed ( )  
Divorced ( ) Separated ( )
13. If married, divorced or widowed, complete the below requested information on spouse.  
Full Name of Spouse \_\_\_\_\_  
Social Security # \_\_\_\_\_ Wife's Maiden Name \_\_\_\_\_  
Place of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_

Place of Marriage \_\_\_\_\_ Date of Marriage \_\_\_\_\_

Name of Spouse's Employer \_\_\_\_\_

Address of Employer \_\_\_\_\_

14. Give names and addresses of all children and stepchildren - (Regardless of Age):

FULL NAME                      ADDRESS                      AGE                      PLACE OF BIRTH

a. NA \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

e. \_\_\_\_\_

15. Give names and addresses of all immediate living relatives:

NAME/RELATIONSHIP                      ADDRESS                      AGE                      PLACE OF BIRTH

Father

A. DONALD C. KLINE, JR.                      DECEASED                      DETROIT, MICH.

Mother

B. Raynelle Kline                      [REDACTED]                      TRAY, ALABAMA

Brothers/Sisters

C. MAJ. DONALD C. Kline II                      [REDACTED]                      Montgomery, AL

MARK G. Kline                      [REDACTED]                      Highland Park, MI

Susan Musse/white                      [REDACTED]                      Montgomery, AL

Father-in-law

D. \_\_\_\_\_

Mother-in-law

E. \_\_\_\_\_

16. Are you a registered voter in Cobb County and City of Powder Springs?

NO Registered in PAULDING COUNTY

17. Did you file a Georgia tax return last year? yes

18. How much tax did you pay? \$ ~~4,394~~ \$ 4,394 - Federal  
\$ 2,218 - STATE

19. 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 premises? If so, give details:

NO

20. Do you have any financial interest or are you employed in any wholesale or retail alcoholic beverage business other than the business submitting the license application of which this personal statement is a part? If so, give name, location and the amount of interest in each.

NO

21. Education (Include all above elementary, giving name of school, address, dates attended and degrees received).

Cloverdale Jr. HS Montgomery, AL 1971-1974

Jefferson Davis High School Montgomery, AL 1974-77 H.S. Diploma

University of ALABAMA Tuscaloosa, AL 1978-79

Auburn Univ. at Montgomery Montgomery, AL 1979-82

University of West FLORIDA Pensacola, FL 1982-84

Kennesaw STATE University Kennesaw, GA 2002-2005 B.S. Science, Biology

22. Employment Record:

ELAB Solutions Corp. [REDACTED] (2012-2017)  
R+D CHEMIST / CERTIFYING SCIENTIST - TOXICOLOGY

FAVORITE RECIPES CATERING - SELF EMPLOYED (1997-2012)

23. List Residences For the Past ten (10) Years:

FROM	TO	STREET	CITY	STATE
05/01/2015	Present	[REDACTED]	[REDACTED]	[REDACTED]
07/01/1988	05/01/2015	[REDACTED]	[REDACTED]	[REDACTED]

24. Have you ever been arrested for any municipal, county, state, or federal law during the past ten (10) years? If so, give dates, charges, place of arrest, and disposition of charges.

NO

GEORGIA, COBB COUNTY, CITY OF POWDER SPRINGS

I, TODD E. KLINE being duly sworn according to law, do swear that the facts and things stated by me in the above and foregoing answers to questions are true, and no false, or fraudulent statement is made herein and such answers were made in order to procure the granting of such a license.

I, further, certify that I will notify the City of Powder Springs Business License Department of any change in management, licensee, or ownership immediately.

Todd E. Kline

Signature of Applicant

Sworn to and subscribed before me this 16th day of January, 2018.

Robin White-Majors  
Notary Public



My Commission Expires

Signature and Title of Person other than applicant filling out this application.

Telephone Number

\*\*\*\*\*

ALL QUESTIONS MUST BE ANSWERED



***Affidavit Verifying Status of Applicant for Business License, Occupational Tax Permit or other permit, or a renewal of any, issued under any codes of the City of Powder Springs***

By executing this affidavit under oath, as an applicant for a City of Powder Springs Business License or Occupational Tax Permit, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a license or permit or public benefit for Todd Kline. [INSERT NAME of natural person applying on behalf of individual, business, corporation, partnership or other private entity and check the appropriate boxes below]:

- I am a United States citizen 18 years of age or older; **OR**
  - I am a legal permanent resident of the United States 18 years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States;\*
- AND**
- I have provided at least one secure and verifiable document, as required by O.C.G.A. 50-36-1(e)(1) with this affidavit.

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

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

The secure and verifiable document provided: \_\_\_\_\_

Todd E. Kline

Signature of Applicant

\_\_\_\_\_ Date

Todd E. KLINE

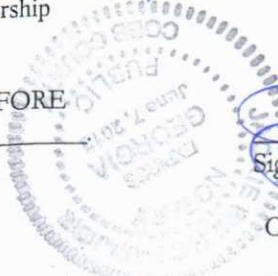
Printed Name of Applicant

\_\_\_\_\_ \*Alien Registration Number for non citizen

MARIETTA STREET CAFE + Grill LLC

Name of business, corporation, partnership

SUBSCRIBED AND SWORN BEFORE  
ME ON 1/10/18



Jackie White-Mayer  
Signature of Notary

Commission Expires: \_\_\_\_\_

\*\* Note: O.C.G.A. Section 50-36-1(e)(2) requires that aliens provide their alien registration number. Because legal permanent residents are included in the federal definition of 'alien', legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may apply another identifying number: \_\_\_\_\_

Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, as an applicant for a(n) occ tax / Alcohol  
[business license, occupational tax certificate, or other document required to operate a business]  
as referenced in O.C.G.A. § 36-60-6(d), from the City of Powder Springs, the undersigned  
applicant representing the private employer known as \_\_\_\_\_  
[printed name of private employer] verifies one of the following with respect to my  
application for the above mentioned document:

Select Only One:

- (a) \_\_\_\_\_ On January 1st of the below signed year the individual, firm, or corporation employed more than ten (10) employees.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6(a). The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as listed below:

\_\_\_\_\_ Federal Work Authorization User Identification Number

\_\_\_\_\_ Date of Authorization

OR

- (b)  On January 1st of the below signed year the individual, firm, or corporation employed ten (10) or fewer employees and is exempt from compliance with O.C.G.A. 36-60-6 and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program.. 5

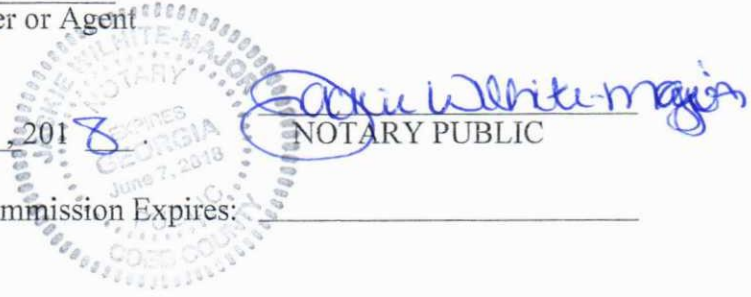
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties allowed by such statute.

Executed on the \_\_\_\_\_ date of \_\_\_\_\_, 201\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_(state)

Todd E. Kline  
Signature of Authorized Officer or Agent

Todd E. KLINE  
Printed Name of and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 10th DAY OF January, 2018



My Commission Expires: \_\_\_\_\_



**GEORGIA  
CORPORATIONS  
DIVISION**

GEORGIA SECRETARY OF  
STATE  
**BRIAN P. KEMP**

[HOME \(/\)](#)

**BUSINESS SEARCH**

BUSINESS INFORMATION

Business Name:	<b>Marietta Street Cafe &amp; Grill, LLC</b>	Control Number:	<b>17092078</b>
Business Type:	<b>Domestic Limited Liability Company</b>	Business Status:	<b>Active/Owes Current Year AR</b>
NAICS Code:	<b>Any legal purpose</b>	NAICS Sub Code:	
Principal Office Address:	<b>4458 MARIETTA STREET, POWDER SPRINGS, GA, 30127, USA</b>	Date of Formation / Registration Date:	<b>8/25/2017</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>NONE</b>

REGISTERED AGENT INFORMATION

Registered Agent Name: **TODD KLINE**

Physical Address: **4458 MARIETTA STREET, POWDER SPRINGS, GA, 30127, USA**

County: **Cobb**

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[Name History](#)

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**COMMERCIAL REAL ESTATE LEASE**  
*(Marietta Street Café & Grill, LLC.)*

This Lease Agreement (this "Lease") is dated 10-18-2017, by and between Larry Evans ("Landlord"), and Susan Saar and Todd Kline, dba Marietta Street Café & Grill, LLC. ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant approximately 3000 square feet front to back (the "Premises") located at 4456 Marietta Street and 4458 Marietta Street, Powder Springs, GA 30127.

**LEGAL DESCRIPTION.** A sketch of the Premises subject to this Lease is attached as an exhibit.

**TERM.** The lease term will begin on December 1, 2017 and will terminate on November 30, 2019.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments payable in advance of the first day of each month, beginning December 1, 2017. Payments should be as followed:

\$2,100.00 discounted rent for the month of December 2017 is to be paid at the signing of this lease.  
\$2,100.00 discounted January rent due January 1, 2018,  
\$2,100.00 discounted February rent due February 1, 2018,  
\$3,500.00 full March rent due March 1, 2018 and every month thereafter for the remainder term of lease.

Lease payments shall be made to the Landlord by direct deposit or a certified check made payable to Larry Evans at 1930 Old Lost Mountain Road, Powder Springs, GA 30127.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall have paid to Landlord, in trust, a security deposit of \$3,500.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for catering, restaurants, and entertainment. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary use of business is in, or may result in, competition with the Tenants primary use of business. The Landlord hereby gives the Tenant the exclusive right to conduct their primary use of business on the property.

**FURNISHINGS.** The existing built-in(s) furnishings (excluding coffee shop equipment) will be provided. Tenant shall return such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the equipment and/or supplies provided by the landlord from current inventory. (subject to inventory analysis)

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00 and adequate workman comp insurance as required by Law. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of 1 year per renewal term, unless either party gives written notice of termination no later than 30 days prior to the end contained in this Lease but not to exceed 12% above current lease payment.

**MAINTENANCE.**

**Landlord's obligations for maintenance of property shall include:**

- The roof, outside walls, and other structural parts of the building
- Real estate taxes
- Building structure insurance

**Tenant's obligations for maintenance of property shall include:**

- The sewer, water pipes, and other matters related to plumbing,
- The electrical wiring,
- The HVAC system,
- Trash removal,
- Lawn maintenance, upkeep of flower beds, and clean sidewalks surrounding the building,
- All other terms of maintenance not specifically delegated to Landlord under this Lease.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

- **REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.
- **PERSONAL TAXES.** Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this lease, at anytime the Landlord decides to sell property, 1<sup>st</sup> right of refusal will be given to Tenant, and Landlord would apply 60% of the total rent paid within the first year from December 1, 2017 through November 30, 2018. Otherwise, the Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$15.00 per day, beginning with the day after the due date.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$35.00 for each check that is returned to Landlord for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**PERMITS.** Any permits required by City of Powder Springs and/or Cobb County for the use of Tenants purpose of business, shall be the Tenants responsibility.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**NO SMOKING.** There will be no smoking allowed inside of building.

**NO PETS.** There will be no pets allowed to stay inside building, with the exception of Service Animals.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitute notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**ARBITRATION.** Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

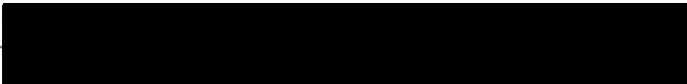
**NOTICE** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD(S):**

Larry Evans  
1930 Old Lost Mountain Road  
Powder Springs, GA 30127

**TENANT(S):**

Name: Todd Kline & Susan SAAR

Address: 

City/State/Zip: POWDER SPRINGS, GA. 30127

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

LE APC Tenants SS / PK

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Georgia.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

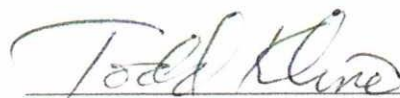
  
Larry Evans

Date 10-18-2017

**TENANT(S):**

  
Susan Saar

Date 10-18-2017

  
Todd Kline

Date 10.18.2017