



# Special Use Request Application Packet

## Applicant's Public Notice Requirements

The Code requires public notice of your Rezoning request, Special Use and Variance requests. The Community Development Department will tell you when and where the Planning and Zoning Commission and the Mayor and Council meetings will be held.

**Newspaper:** The City will publish a legal notice in the newspaper regarding your application and announcing the time and place of the public hearing. At least 15 days before the Mayor and Council but no more than 45 days prior to the date of the public hearing.

## Sign Posting, Public Hearing Notice & Affidavit

**Sign Posting:** The applicant shall be required to post and maintain signs supplied by the City on or near the right-of way of the nearest public street, so as to be visible from the street for at least 15 days and not more than 45 days immediately preceding the date for the governing body's public hearing on the rezoning or special use application. It is your responsibility to post the signs and to maintain the signs during the posting period. Failure to post and maintain the signs continuously may prohibit consideration of the application at any scheduled public hearing. In the event the signs are not posted continuously, the City, in its sole discretion, may require the reposting and re-advertising prior to any future public hearing, for which the applicant shall pay an additional re-advertising fee. The City may also in its sole discretion, continue, hold, approve, or dismiss the application. Any dismissal under the provisions of this paragraph shall be with prejudice unless specifically noted as being without prejudice by the City.

**Public Hearing Notice:** At least 15 days before the Planning & Zoning Commission's public hearing, you are to mail a notice to all persons owning property within 200 feet of the property that is the subject matter of the zoning change. The notice is to state the time, place and purpose of the hearings, and include a page size copy of the sketch plan submitted with the application.

**Affidavit:** Prior to the public hearing you must also submit an affidavit with a copy of the notice to the Community Development Director listing the property owners and certifying the date that the notices were mailed (form attached)

## City Actions

The Community Development Department will date your application when it is received. The Community Development Department has five (5) working days in which to determine that your application is complete or to return it to you for additional information. The application will not be scheduled for public hearing until it is complete. The Planning Commission's public hearing will be held at the time advertised. At the public hearing, you will be allowed to speak first in order to present the application. Others in support of the application may then speak, followed by those in opposition to the application. You may then be allowed time for rebuttal if adequate time remains. Rebuttal must be limited to points or issues raised by opponents to the application at the hearing. After the Planning Commission has made their recommendation, the Mayor and City Council will consider approval or denial of the application at their own public hearing. You or a representative thereof with authority to make binding commitments to the City with respect to any stipulations that may be offered in connection with such application shall attend the meetings, and make a presentation following the same procedure as the Planning Commission hearing. The final action taken by the Mayor and City Council will be indicated on the application form, along with any stipulations that they impose on the property if approved, and a copy will be given to you as official notice of their final action.

## Contact Information

**The Community Development Dept.**  
4488 Pineview Drive  
Powder Springs GA 30127.  
commdev@cityofpowdersprings.org  
770-943-1666

**Zoning Administrator**  
Shauna Wilson-Edwards  
Special Projects Coordinator for Zoning  
sedwards@cityofpowdersprings.org  
770-943-1666



# Special Use Request Application Checklist

## Applicant Information

Name <b>Nicole C Littlejohn</b>	Phone <b>404-242-3829</b>
Mailing Address <b>3317 Thornbridge Drive Powder Springs GA 30127</b>	Email <b>info@thecandelabar.com</b>

## Application Checklist

The following information will be required:

- Application
- Notice of Intent
- Applicant's Written Analysis
- Campaign Contribution Disclosure
- Owner's Authorization, if applicable.
- Legal Description and Survey Plat of the property
- Application Fee (summary of fees attached)
- Copy of the Deed that reflects the current owners name
- Vicinity Map outlining the parcel/s in relation to the surrounding area
- Site plan, plat or survey prepared by an architect, engineer. The following information **must** be included:  
Specific use or uses proposed for the site. Acreage, bearing and distances, other dimensions, and location of the tract(s). Locations, sizes and setbacks of proposed structures, including the number of stories and total floor area, height, for residential number of units, Square footage of heated floor area. Detention/retention areas, and utility easements. Location of dumpsters. Public or private street(s) - right of way and roadway widths, approximate grades Location and size of parking area with proposed ingress and egress. Specific types and dimensions of protective measures, such as buffers. Landscaping. Wetlands, stream buffers, and 100 year floodplain.
- Sketch Plan/ Architectural Rendering, if applicable
- Traffic Study required for development with 500,000 sf of nonresidential floor area or 350 dwelling units or more.
- List additional attachments: **Commercial Lease Agreement**

## Note Carefully

If your application qualifies as a "Development of Regional Impact" (see Article 13) then you must follow additional procedures BEFORE your application can be considered. The Community Development Department will assist you with the DRI process, which is mandated by State and GRTA requirements.

Indicate the current zoning district of the property, and the zoning district you are requesting. File a separate application for each Rezoning request naming a different zoning district. A Special Use request, Variance request can be filed concurrently with a Rezoning request on the same property by separate application.



city of  
powder springs  
**Special Use Request**  
Application Form

### Applicant Information

Name <b>Nicole C Littlejohn</b>	Phone <b>404-242-3829</b>
Mailing Address <b>3317 Thornbridge Drive Powder Springs GA 30127</b>	Email <b>info@thecandelabar.com</b>

### Rezoning Request Property Information

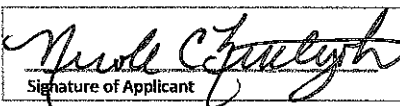
Address <b>5780 C.H. James Pkwy. Suites 250 &amp; 260</b>	Parcel ID / Lot# <b>19066200040</b> Acreage <b>3.38</b>
Present Zoning <b>MXU</b>	Special Use Request <b>Special Event Facility</b>
Source of Water Supply	Source of Sewage Disposal
Peak Hour Trips Generated	Source of Trip Information

### Additional Information, If Applicable

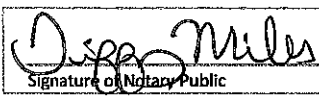
Elementary School and School's Capacity	Middle School and School's Capacity
High School and School's Capacity	

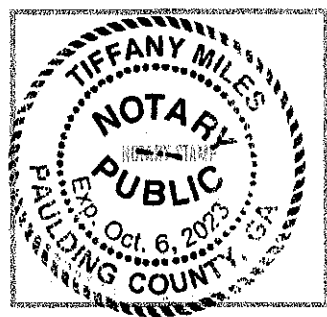
### Notary Attestation

Executed in Powder Springs Ga (State).

	<b>NICOLE C LITTLEJOHN</b>	<b>6-2-2021</b>
Signature of Applicant	Printed Name	Date

Subscribed and sworn before me this 2 day of June, 2021

	<b>Tiffany Miles</b>	<b>Oct 6, 2023</b>
Signature of Notary Public	Name of Notary Public	My Commission Expires



### For Official Use Only

PZ #	
Planning Commission Hearing	City Council Hearing
Withdrawal Date	Reason for Withdrawal



city of  
powder springs  
**Special Use Request**  
Notice of Intent

### Applicant Information

Name	Nicole C Littlejohn	Phone	404-242-3829	
Mailing Address	3317 Thornbridge Drive Powder Springs GA 30127		Email	info@thecandelabar.com

### Notice of Intent

**PART I. Please indicate the purpose of this application :** www.thecandelabar.com

This application is to request approval to operate The Candel Bar Event Lounge at location listed as 5780 CH James Parkway, Suites 250 & 260 Powder Springs, GA 30127

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**PART II. Please list all requested variances:**

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**Part III. Existing use of subject property:**

Vacant

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**Part IV. Proposed use of subject property:**

Event Lounge

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**Part V. Other Pertinent Information (List or attach additional information if needed):**

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### Applicant Signature

	NICOLE C LITTLEJOHN	6-2-2021
Signature of Applicant	Printed Name	Date



# Special Use Request

## Applicant's Written Analysis

### Applicant Information

Name <b>Nicole Littlejohn</b>	Phone <b>404-242-3829</b>
Mailing Address <b>3317 Thornbridge Drive Powder Springs , GA 30127</b>	Email <b>info@thecandelabar.com</b>

### Written Analysis In details please address these Special Use Criteria:

a.	Whether the proposed special use is consistent with the stated purpose of the zoning district in which it will be located. <u>Yes the proposed special use is consistent with the intended purpose and with zoning where located.</u>
b.	Whether the proposed zoning district and uses permitted within that district are suitable in view of the zoning and development of adjacent and nearby property. <u>Yes the use is suitable.</u>
c.	Whether the location and character of the proposed special use are consistent with a desirable pattern of development in general. <u>Yes, our intent is to keep the character of the space will be suitable and complement the development in general. The space will be within the guidelines of the property</u>
d.	Whether the type of street providing access to the use is or will be adequate to serve the proposed special use. <u>Yes there is one main entrance that will allow for easy access to the space and is more than adequate to operate business</u>
e.	Whether access into and out of the property is or will be adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles. <u>Yes the space has enough space for all vehicle to enter and depart from the space.</u>
f.	Whether public facilities such as schools, water or sewer utilities, and police or fire protection are or will be adequate to serve the use. <u>Yes it will be adequate for all.</u>
g.	Whether refuse, service, parking and loading areas on the property will be located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor. <u>Not all pertain tho the use of this property but we will make sure that all measures are taken to maintain and protect the other propertes in the area from such adverse effects listed.</u>
h.	Whether the hours and manner of operation of the special use will have adverse effects on other properties in the area. <u>The hours of the business will not interfere with other properties and will be within the allotted hours allowed by the city for this business.</u>
i.	Whether the height, size or location of the buildings or other structures on the property are or will be compatible with the height, size or location of buildings or other structures on neighboring properties. <u>All structures of the building will remain as is and nothing ill be changed on the exterior to compromise the location and or its neighboring structures or other properties.</u>



# Special Use Request Campaign Contribution Disclosure

## Applicant and Attorney Information

Applicant's Name

Applicant's Address

Applicant's Attorney

Attorney's Address

## Campaign Contribution Disclosure

The following information is provided in accordance with the Georgia Conflict of Interest in Zoning Actions Act, O.C.G.A. 36-67A-1 et seq.

The property that is the subject of the attached application is owned by:

- Individual(s)     
  Corporation     
  Partnership     
  Limited Partnership     
  Joint Venture

All persons, corporations, partners, limited partners, or joint ventures party to ownership of the property that is the subject of the attached application are listed below:

_____	_____
_____	_____
_____	_____
_____	_____

**APPLICANT:** Within the two years preceding the date of the attached application, the applicant has made campaign contributions or gifts aggregating \$250 or more to the Mayor, to members of the Powder Springs City Council, or to members of the Planning Commission, as follows:

Name of Official	Amount of Contribution or Gift	Date of Contribution or Gift
_____	_____	_____

**ATTORNEY:** Within the two years preceding the date of the attached application, the attorney representing the applicant has made campaign contributions or gifts aggregating \$250 or more to the Mayor, to members of the Powder Springs City Council, or to members of the Planning Commission, as follows:

Name of Official	Amount of Contribution or Gift	Date of Contribution or Gift
_____	_____	_____



# City of Powder Springs Special Use Request Owner's Authorization Form

## Owner's Authorization

**Applicant Name** Nicole C Littlejohn

**Applicant's Address** 3317 Thornbridge Trail Powder Springs Ga 30127

**Property Address** 5780 CH James Parkway Sutes 250 and 260 Powder Springs GA 30127 Powder Springs, GA

**Property PIN**

This is to certify that I am  or We are  or I am  the Authorized Representative of a Corporation that is the owner of a majority interest in the subject property of the attached application. By execution of this form, this is to authorize the person names as "applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following:

Check all that apply:

Rezoning <input type="checkbox"/>	Special Use <input checked="" type="checkbox"/>	Hardship Variance <input type="checkbox"/>
Special Exception <input type="checkbox"/>	Flood Protection Variance <input type="checkbox"/>	Appeal of Administrative Decision <input type="checkbox"/>

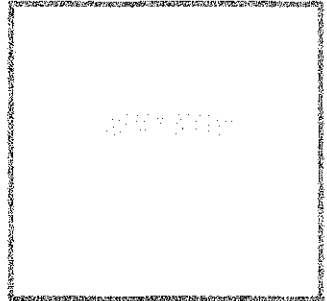
## Signature of Property Owner(s)

Signature of Owner	Printed Name	Date
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State of \_\_\_\_\_, County of \_\_\_\_\_.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_, by \_\_\_\_\_ name of signer. Identification Presented: \_\_\_\_\_

Signature of Notary Public	Name of Notary Public	My Commission Expires
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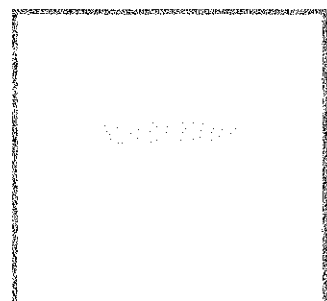


Signature of Owner	Printed Name	Date
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State of \_\_\_\_\_, County of \_\_\_\_\_.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_, by \_\_\_\_\_ name of signer. Identification Presented: \_\_\_\_\_

Signature of Notary Public	Name of Notary Public	My Commission Expires
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# Affidavit of Public Notification

## Public Notification Requirements

Per Article 13 and 14 of the City of Powder Springs Unified Development Code, I certify that I have met the advertising requirements of Article 13 and Article 14 for a  Special Use,  Variance or  Rezoning application for subject property located at 5780 CH James Parkway Sukes 250 and 280 Powder Springs GA 30127

Notices were mailed to all persons owning property located in whole or in part within 200 feet of any portion of the property that is the subject of the rezoning, special use or variance application. The written notice was mailed to the property owners as such names and addresses appear on the County's current ad valorem tax records on \_\_\_\_\_. Said notices were mailed at least 15 days but no more than 45 days prior to the Mayor and Council first public hearing date.

Signs were placed on the subject property advertising said hearing on \_\_\_\_\_. One sign was placed at each road frontage at least 15 days prior to the Mayor and Council first hearing date.

Please attach the following to affidavit: notices, list of addresses, picture of sign posted on property and any receipt or documentation that was provided at the post office.

Please sign affidavit after letters have been mailed out to neighboring lot owners within 200 feet of the subject site and sign/s have been posted on subject site.

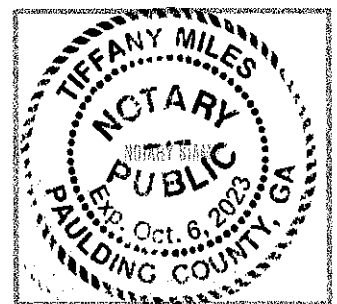
## Notary Attestation

Executed in Powder Springs Ga (State).

Nicole C Littlejohn NICOLE C LITTLEJOHN 6.2.2021  
 Signature of Applicant Printed Name Date

Subscribed and sworn before me this 2 day of June, 2021

Tiffany Miles Tiffany Miles Oct 10, 2023  
 Signature of Notary Public Name of Notary Public My Commission Expires







## Fee Schedule

### FEES – Updated 11/5/2018. Please verify cost with staff

Variance, residential	\$ 250.00
Variance, commercial	\$ 450.00
Special Use	\$ 250.00
Rezoning Application, single family, 0-5 acres	\$ 250.00
Rezoning Application, single family, 6-10 acres	\$ 700.00
Rezoning Application, single family, 11-20 acres	\$ 1,000.00
Rezoning Application, single family, 21-100 acres	\$ 1,500.00
Rezoning Application, single family, => 101 acres	\$ 1,500.00 + \$30/acre
Rezoning Application, undeveloped med/high density residential, 0-5 acres	\$ 700.00
Zoning - Rezoning Application, undeveloped med/high density residential, 6-10 acres	\$ 1,200.00
Zoning - Rezoning Application, undeveloped med/high density residential, 11-20 acres	\$ 1,500.00
Zoning - Rezoning Application, undeveloped med/high density residential, 21-100 acres	\$ 2,000.00
Rezoning Application, undeveloped med/high density residential, => 101 acres	\$ 2,000.00 + \$40 /acre
Rezoning Application, undeveloped non-residential, 0-5 acre	\$ 900.00
Rezoning Application, undeveloped non-residential, 6-10 acres	\$ 1,500.00
Rezoning Application, undeveloped non-residential, 11-20 acres	\$ 1,800.00
Rezoning Application, undeveloped non-residential, 21-100 acres	\$ 2,200.00
Rezoning Application, undeveloped non-residential, => 101 acres	\$ 2,200.00 + \$50 /acre
Zoning - Rezoning Application, developed med/high density residential, 0-20,000 SF	\$ 700.00
Rezoning Application, developed med/high density residential, 20,0001 - 50,000 SF	\$ 1,200.00
Rezoning Application, developed med/high density residential, 50,001 - 100,000 SF	\$ 1,500.00
Rezoning Application, developed med/high density residential, 100,001 - 500,000 SF	\$ 2,000.00
Rezoning Application, developed med/high density residential, => 500,001 SF	\$ 2,000.00 \$90 /100,000 SF
Rezoning Application, developed non-residential, 0-20,000 SF	\$ 900.00
Rezoning Application, developed non-residential, 20,001-50,000 SF	\$ 1,500.00
Rezoning Application, developed non-residential, 50,001-100,000 SF	\$ 1,800.00
Rezoning Application, developed non-residential, 100,001-500,000 SF	\$ 2,200.00
Rezoning Application, developed non-residential, => 500,001 SF	\$ 2,200.00 + \$115 /100,000 SF
Public Hearing signs	\$ 25.00
Public Hearing signs - Deposit	\$ 10.00

STATE OF GEORGIA  
COUNTY OF COBB

**POWDER SPRINGS COMMONS**  
**LEASE AGREEMENT**

THIS LEASE, made this 29th day of May 2021, by and between Riverview Investment, LLC, a Georgia corporation (hereinafter called "Landlord"), and The Candela Bar hereinafter called "Tenant").

WITNESSETH

I. **DEFINITIONS.**

The following terms as defined below, are used generally in this Lease. Additional terms, as employed in the specific Sections hereunder, are defined pursuant to those Sections.

*Additional Rental* is defined in Section 6 of this Lease.

*Base Rental* means the monthly rental calculated and payable pursuant to Section 4 of this Lease.

*Commencement Date* shall mean (a) if Section 7(a) hereof is applicable, upon the issuance of a certificate of occupancy for the Demised Premises, or June 1, 2021, whichever occurs first; (b) if Section 7(b) hereof is applicable, upon the issuance of a certificate of occupancy and substantial completion of Landlord's work as contemplated therein.

*Common Area* shall mean all areas, facilities, and improvements provided in the Shopping Center for the convenience and use of occupants and patrons of the Shopping Center, and shall include, but not be limited to, all parking areas and facilities, sidewalks, stairways, service corridors, ramps, loading docks, delivery areas, landscaped areas, access and interior roads, lighting facilities and similar areas and facilities situated within the Shopping Center which are not reserved for the exclusive use of any Shopping Center occupants.

*Common Area Costs* means all costs incurred in a manner deemed by Landlord to be reasonable and appropriate and for the best interests of the Shopping Center in connection with the management, operation, maintenance, replacement and repair of the Common Areas, including but not limited to those expenses set forth in Exhibit "E" attached hereto and incorporated herein.

*Demised Premises* shall mean Suite 250 and 260 at Powder Springs Commons, located at 5780 CH James Parkway, Powder Springs, Cobb County, Georgia 30127. A copy of the floor plan for the Demised Premises is attached hereto as Exhibit "A" and incorporated herein.

*Landlord* is defined in the first paragraph of this Lease.

*Lease Term* shall have the meaning set forth in Section 3(a) hereof.

*Prevailing Market Rate* shall mean the then fair market rent, tenant improvement allowance, free rent and other concessions for the Demised Premises that would be agreed to by a landlord and a comparable tenant at a comparable space, each of whom is willing, but neither of whom is compelled, to enter into a lease transaction. Prevailing Market Rate shall be projected to the commencement date of the applicable term, and shall not take into account any existing tenant improvements or any special uses or rights afforded to Tenant under the Lease.

*Rent Concession Period* shall have the meaning set forth in Section 5 hereof.

*Security Deposit* shall mean the security deposit in the amount of \$6196.68, to be utilized and held as provided in Section 10 hereof.

chen  
mo

*Shopping Center* means the land described in Exhibit "B" and improvements thereon constituting an integrated shopping center, as the same may be modified by Landlord from time to time throughout the Term of this Lease. Landlord may at any time and from time to time change the shape, size, location, number, height and extent of the improvements in the Shopping Center and eliminate or add any improvements to any portion of the Shopping Center and add land thereto or eliminate land therefrom.

*Tenant* is defined in the first paragraph of this Lease.

*Tenant's Proportionate Share* shall mean as the percentage that the gross leasable area ("GLA") of the Demised Premises bears to the entire gross leasable area of the Shopping Center, except as hereinafter provided. In determining Tenant's Proportionate Share of Common Area Costs and contribution for Taxes and Insurance, Landlord may exclude from the GLA of the Shopping Center any premises containing 1,430 or more square feet of GLA if the lease for such premises does not require the applicable tenant to pay a pro-rata share of Common Area Costs, Taxes or Insurance, but in that event, Landlord shall deduct from the Common Area Costs, Taxes or Insurance any amounts payable by any such tenants specifically for items included in the Common Area Costs, Taxes or Insurance. Initially, Landlord estimates that Tenant's Proportionate Share shall be 25.20%. The parties agree and acknowledge that said amount shall be subject to periodic adjustment by Landlord upon written notice to Tenant provided such amount shall be adjusted in a manner consistent with this definition.

*Total Rental* means Base Rental and Additional Rental as may be due and owing annually to Landlord under this Lease.

2. **DEMISED PREMISES.** Landlord, for and in consideration of the rentals, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Tenant, has leased and rented, and by these present does lease and rent, unto Tenant, and Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the Demised Premises.

3. **LEASE TERM.**

a. The term of this Lease (the "Lease Term") shall commence on the Commencement Date and shall expire on the last day of the 12 months following the Commencement Date. Tenant shall pay first month rent along with deposit at the time of contract acceptance.

Month 1-12	\$10.00 psf + \$3 psf ( NNN )	\$3098.34
Month 13-24	\$10.50 psf + \$3 psf ( NNN )	\$3217.50
Month 25-36	\$11.00 psf + \$3 psf ( NNN )	\$3336.67

b. Provided this Lease is in full force and effect and Tenant is not in default beyond applicable notice and cure periods in the performance of any of the covenants or terms and conditions of this Lease at the time of notification to Landlord or at the time of commencement of the applicable Extension Term, as that term is hereinafter defined, Tenant shall have the options (each, an "Extension Option") to extend the Lease Term for the Demised Premises for one (1) additional period of three (3) years ("Extension Term"), at the Prevailing Market Rate, which shall be determined by Landlord in its sole but reasonable discretion, subject to terms and conditions set forth herein. Tenant shall provide Landlord with written notice on hundred and eighty (180) prior to the expiration of the initial Lease Term of its desire to extend the Lease Term. Landlord shall provide Tenant with a written proposal setting forth its determination of the Prevailing Market Rate to extend the Lease Term within thirty (30) days of receipt of such applicable notice. Tenant shall have ten (10) days from its receipt of Landlord's proposal to either accept such proposal or to not extend the then-applicable Lease Term. If Landlord and Tenant are unable to reasonably agree upon the Prevailing Market Rate within such 10-day period after Tenant's receipt of Landlord's proposal, then Tenant's exercise of the applicable Extension Option shall be null and void and of no further force and effect

4. **BASE RENTAL.** Tenant agrees to pay to Landlord promptly on the first day of each month in advance, during the Lease Term, a monthly base rental of \$3098.34. The aforesaid payments of rent are to be made payable to **Riverview Investment, LLC** or at such other place as Landlord may from time to time designate in writing to Tenant.

*Neil Chan*

5. **RENTAL ADJUSTMENT AND RENT CONCESSION.**

a. The Base Rental payable by Tenant during each successive year of the Lease Term (including any extension), commencing on the first day of the thirteenth (13th) month of the Lease Term, shall be adjusted at that time and every twelve (12) months thereafter (the "adjustment month") for the remainder of Lease Term to an amount equal to one hundred and three percent (N/A) of the existing base rental ( 3% increase of the last base rent ).

b. Tenant shall be entitled to a Rent Concession which is equal to the Total Rental payable for the period of six (6) month from the Commencement Date (the "Rent Concession Period"). In the event of default by Tenant under this Lease beyond the cure period, the Rent Concession referenced above shall be revoked, null and void, and if such default is not cured within applicable grace periods, then, in addition to any other remedies set forth in this Lease, all Additional Rental otherwise due during the Rent Concession Period shall be amortized on a straight-line basis and any unamortized amounts of the Rent Concession at the time of default shall become immediately due and payable to Landlord.

6. **ADDITIONAL RENTAL.** In addition to the Base Rental required to be paid pursuant to the terms of this Lease, Tenant agrees to pay, as additional rent, all sums and other charges required to be paid by Tenant pursuant to other provisions and exhibits to this Lease, whether or not the same be designated "Additional Rental" (hereinafter called "Additional Rental"), and Landlord shall have the same remedies for Tenant's failure to pay same when and as required, as if it constituted Base Rental.

a. *2021 Estimate Additional rents is \$3.00 per square feet and shall be prorated for the remaining months. Additional rent shall begin on possession of premise.*

7. **COMPLETION AND IMPROVEMENTS.**

a. Landlord shall deliver possession of the Demised Premises to Tenant, with the improvements to be constructed pursuant to Exhibit "C" attached hereto and by this reference incorporated herein, before the Commencement Date.

b. After the Commencement Date, Tenant may enter the Demised Premises and Tenant shall complete the improvements and finishes in the Demised Premises in accordance with the requirements of Section 19(c) hereof.

8. **UTILITIES; ELECTRICITY AND OTHERS.**

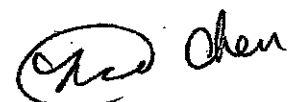
a. Tenant shall be solely responsible for all charges for gas, electricity, telephone and other utility services used, rendered, supplied or imposed upon the Demised Premises regardless of who is the supplier and shall indemnify Landlord and save it harmless against any liability or charges on account thereof. If Tenant does not pay said utility charges when due, Landlord may pay same, and such payment shall be added as Additional Rental hereunder.

b. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, whether or not provided by Tenant or Landlord, and that, if any equipment installed by Tenant shall require additional utility facilities, the same shall be furnished and installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

c. In the event any utility is sub-metered, Tenant shall pay on a monthly (or other periodic basis as determined by Landlord) as Additional Rental to Landlord the charges for such utility usage as measured by such sub-metering, which may include additional administrative fees and all applicable governmental taxes and charges.

9. **USE AND CARE OF PREMISES; HOURS OF OPERATION.**

a. The Demised Premises shall be used for Events Hall purposes and no other. The Demised Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass. Tenant shall not use, store or dispose of, or permit the use, storage or disposal of, upon the Demised Premises, or any other portion of the Shopping Center of any hazardous, toxic or flammable materials, contaminants, oil, radioactive or other material the



removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority or governmental unit. If any such materials are brought into the Demised Premises, or any portion of the Shopping Center, by Tenant, Tenant shall, at Tenant's sole expense, cause the immediate removal thereof.

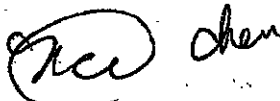
b. Tenant agrees that, from and after the Commencement Date, Tenant will continuously and uninterruptedly keep open and operate its entire store in the Demised Premises for the purpose specified in Section 9(a) above with the public daily during the regular business hours.

10. SECURITY DEPOSIT.

a. As security for the faithful performance by Tenant of all of the terms and conditions of this Lease on the Tenant's part to be performed, Tenant shall concurrently with Tenant's execution and delivery of this Lease to Landlord, deposit with Landlord the Security Deposit. The Security Deposit shall be held by Landlord as security for the full and faithful performance by Tenant of all of the terms, covenants and conditions of this Lease to be performed by Tenant hereunder. The Security Deposit is not, and may not be construed by Tenant to constitute Base Rental or Additional Rental for the last month or any portion thereof. If Tenant defaults with respect to any of its obligations under this Lease, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Total Rental or any other sum in default, or for the payment of any other amount, loss or damage which Landlord may spend, incur or suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest in the Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days following the expiration of the Lease term, provided that Landlord may retain the Security Deposit until such time as any amount due from Tenant under this Lease has been determined and paid in full.

b. In the event of a sale of the Shopping Center or a portion thereof containing the Demised Premises, subject to this Lease, the Landlord shall have the right to transfer this Security Deposit to the buyer and the Landlord shall thereupon be released from all liability for the return of such Security Deposit, and the Tenant shall look to the new landlord solely for the return of the said Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to a new landlord. The Security Deposit deposited under this Lease shall not be mortgaged, assigned or encumbered by Tenant without the written consent of Landlord. In the event of any authorized assignment of this Lease, Landlord shall have no further liability with respect to the return of said Security Deposit to the Tenant or assignee.

11. **MAINTENANCE.** Landlord shall not be required to make any repairs or improvements on the Demised Premises. Tenant shall comply with all notices and other requirements concerning maintenance and repair, and shall keep the Demised Premises (including all systems exclusively serving the Demised Premises) in good order and repair. Tenant shall be liable for and shall indemnify and hold Landlord harmless from any damage or injury to the person or property of Tenant or any other person if such damage or injury be due to the act or neglect of the Tenant or any other person in his or her control or employ, or if such damage or injury be due to any failure of Tenant to report in writing to Landlord any defective condition which Landlord would be required to repair under the terms hereof on notice from Tenant. Tenant releases Landlord from liability for and agrees to indemnify Landlord against all losses incurred by Landlord as a result of (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Demised Premises to Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against the Demised Premises as a result of Tenant's action. All personal property located or stored in the Demised Premises or in the Common Areas shall be kept and stored at Tenant's sole risk, and Tenant shall indemnify and hold harmless Landlord from and against any loss or damage to such property arising out of any cause whatsoever. Landlord shall not be liable, except in the case of Landlord's direct negligence or willful misconduct, for any injury, damage, or loss resulting from any accident or occurrence in or upon the Demised

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Premises or the Common Areas sustained by Tenant or by any person claiming through Tenant. Tenant agrees to return the Demised Premises to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant shall not perform work or install any devices on the roof top of the premise without the written consent of landlord. The work must be performed by landlord's chosen contractor and the tenant must bear the cost of such work.

12. REAL ESTATE TAXES.

a. TENANT'S PROPORTIONATE SHARE OF TAXES AND PAYMENT. Tenant shall pay to Landlord, as Additional Rental, Tenant's Proportionate Share of all real estate and other ad valorem taxes and assessments of every kind and nature with respect to the Shopping Center ("Taxes"). In the event any assessments may be paid in annual installments, only the amount of such annual installment and statutory interest shall be included within the computation of the annual Taxes for the year in question. Tenant shall pay Tenant's Proportionate Share of Taxes at the times and in the manner provided in Section 14(c) hereof.

b. RENT TAX. Should any governmental taxing authority acting under any present or future law, ordinance or regulation levy, assess or impose a tax, excise or assessment (other than an income or franchise tax) upon or against or measured by the Base Rental, Additional Rental or any part of either, Tenant shall pay such tax, excise and/or assessment when due or shall within ten (10) days upon written notice reimburse Landlord for the amount thereof, as the case may be.

c. PERSONAL PROPERTY TAXES. Tenant shall be liable for, and shall pay before delinquency, all taxes and assessments (real and personal) levied against (i) any personal property or trade fixtures placed by Tenant in or about the Demised Premises (including any increase in the assessed value of the Premises based upon the value of any such personal property or trade fixtures), and (b) any Tenant improvements or alterations in the Demised Premises (whether installed and/or paid for by Landlord or Tenant). If any such taxes or assessments are levied against Landlord or Landlord's property, Landlord may, after written notice to Tenant (and under proper protest if requested by Tenant), pay such taxes and assessments, and Tenant shall reimburse Landlord therefor within ten (10) days after written notice by Landlord; provided, however, Tenant, at its sole cost and expense, shall have the right, with Landlord's cooperation (and reimbursement of Landlord's reasonable attorney's fees), to bring suit in any court of competent jurisdiction to recover the amount of any such taxes and assessments so paid under protest.

13. INSURANCE.

a. TENANT'S INSURANCE. Tenant agrees that, from and after the Commencement Date, Tenant will carry at its sole cost and expense the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) Public liability and property damage insurance covering the Demised Premises and Tenant's use thereof against claims for personal injury or death and property damage occurring upon, in or about the Demised Premises, such insurance to afford protection to the limit of not less than \$1,000,000 in respect of injury or death of any number of persons arising out of any one occurrence and such insurance against property damage to afford protection to the limit of not less than \$1,000,000 in respect to any instance of property damage.

(ii) Property insurance covering all of the items and improvements installed by Tenant, Tenant's leasehold improvements, heating, ventilating and air conditioning equipment, trade fixtures, signage and personal property from time to time in, on or upon the Demised Premises and, to the extent not covered by Landlord's similar insurance, alterations, additions or changes made by Tenant, in an amount not less than their full replacement cost, providing protection against perils included within standard forms of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief. Any policy proceeds from such insurance shall be held in trust by Tenant for the repair, reconstruction, restoration or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate under the provisions of Section 15.

(iii) All policies of insurance provided for in Section 13(a) shall be issued in form acceptable to Landlord by insurance companies with general policyholder's rating of not less than A and a financial rating of Class VI as rated in

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the most currently available "Best's Insurance Reports" and qualified to do business in the State of Georgia. Each such policy shall be issued in the names of Landlord and Tenant and any other parties in interest from time to time designated in writing by notice by Landlord to Tenant. Said policies shall be for the mutual and joint benefit and protection of Landlord and Tenant and executed copies of each such policy of insurance or a certificate thereof shall be delivered to Landlord within ten (10) days after the Commencement Date and thereafter within thirty (30) days prior to the expiration of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain a provision that the company writing said policy will give Landlord at least thirty (30) days' notice in writing in advance of any cancellation, or lapse, or the effective date of any reduction in the amounts, or insurance. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to any policies which may be carried by Landlord. All such public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. Any insurance provided for in Section 13(a) may be effected by a policy of blanket insurance, covering additional items or locations or insured; provided, however, that (i) Landlord shall be named as an additional insured thereunder as its interest may appear; (ii) the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (iii) the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Demised Premises for which policies or copies thereof are not delivered to Landlord.

(iv) If Tenant shall not comply with its covenants made in this Section 13(a), Landlord may, at its option, cause such insurance to be issued, and in such event Tenant agrees to pay the premiums for such insurance promptly upon Landlord's demand.

b. LANDLORD'S INSURANCE.

(i) Landlord shall, as part of the Common Area Costs, maintain in effect a policy or policies of insurance covering the Shopping Center, including the Common Areas (excluding Tenant improvements and property required to be insured by Tenant pursuant to Section 13(a)) in an amount not less than the full replacement cost (exclusive of the cost of excavations, foundations and footings), providing protection against perils included within standard forms of fire and extended coverage insurance policies, together with insurance against sprinkler damage, vandalism, and malicious mischief, and such other risks as Landlord may from time to time determine and with any such deductibles as Landlord may from time to time determine and public liability insurance in such amounts as Landlord deems to be reasonable. Any insurance provided for in Sections 13(b) may be effected by a policy or policies of blanket insurance, covering additional items or locations or insureds, provided that the requirements of Section 13(b) are otherwise satisfied. In addition, at Landlord's option, Landlord may elect to self-insure all or any part of such required insurance coverage. Landlord may, but shall not be obligated to, carry any other form or forms of insurance as Landlord or the mortgagees or ground lessors of Landlord may reasonably determine is advisable. All insurance required hereunder may be referred to as "Insurance".

(ii) Landlord may carry rent insurance with respect to the Premises in an aggregate amount equal to not more than twelve (12) times the sum of (i) the monthly requirement of Base Rental, plus (ii) the sum of the amounts estimated by Landlord to be payable by Tenant for Additional Rental for the month immediately prior to the month in which the policy is purchased or renewed.

(iii) Tenant agrees to pay Tenant's Proportionate Share of premiums for the insurance provided pursuant to Section 14(C) of this Lease. Tenant shall have no rights in any Insurance maintained by Landlord nor shall Tenant be entitled to be a named insured thereunder

14. COMMON AREAS

a. MAINTENANCE. Landlord agrees to maintain, as part of Common Area Costs, the Common Areas in good condition; provided, however, that the manner in which the Common Areas shall be maintained shall be solely determined by Landlord. If any owner or tenant of any portion of the Shopping Center maintains Common Areas located upon its parcel or premises (Landlord shall have the right, in its sole discretion, to allow any purchaser or tenant to so maintain Common Areas located upon its parcel or premises and to be excluded from participation in the

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payment of Common Area Costs), Landlord shall not have any responsibility for the maintenance of that portion of the Common Areas and Tenant shall have no claims against Landlord arising out of any failure of such owner or tenant to so maintain its portion of the Common Areas.

b. **LANDLORD'S CONTROL.** Landlord shall at all times have the sole and exclusive control, management and direction of the Common Areas and the right to make changes to the Common Areas, and may at any time exclude and restrain any person from use or occupancy thereof. The rights of Tenant in and to the Common Areas are subject to the rights of others to use the same in common with Tenant. Landlord may at any time and from time to time close all or any portion of the Common Areas to make repairs, improvements, alterations or changes and, to the extent necessary in the opinion of Landlord, to prevent a dedication thereof or the accrual of any rights to any person or to the public therein.

c. **TENANT'S PROPORTIONATE SHARE OF COMMON AREA COSTS, TAXES AND INSURANCE.** Tenant agrees to pay to Landlord, as Additional Rental, Tenant's Proportionate Share of Common Area Costs, Taxes and Insurance in the following manner:

(i) Tenant shall pay Landlord on the Commencement Date and on the first day of each calendar month of the Term thereafter an amount estimated by Landlord to be Tenant's Proportionate Share of the Common Area Costs, Taxes and Insurance. Landlord may adjust said amount at the end of any calendar quarter on the basis of Landlord's experience and reasonably anticipated costs.

(ii) Within ninety (90) days following the end of each calendar year, or as soon as reasonably possible thereafter, Landlord shall endeavor to furnish Tenant a statement covering such year just ended, showing the Common Area Costs, Taxes and Insurance and the amount of Tenant's Proportionate Share of such costs for such year and the payments made by Tenant with respect to such year. If Tenant's Proportionate Share of such costs is less than Tenant's payments so made, Tenant shall be entitled to a credit of the difference or, if such share is greater than Tenant's said payments, Tenant shall pay Landlord the difference within thirty (30) days after receipt of such statement.

(iii) Any failure or delay by Landlord in delivering any estimated or final statement pursuant to this Section 14(c) shall not constitute a waiver of Landlord's right to receive Tenant's payment of Tenant's Proportionate Share of Common Area Costs, Taxes and Insurance

15. **DESTRUCTION OF OR DAMAGE TO PREMISES.** If the Demised Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. If the Demised Premises are damaged but not wholly destroyed by any of such casualties, Base Rental shall abate in such proportion as use of the Demised Premises has been destroyed, and Landlord shall restore same to substantially the same condition as before damage as speedily as practicable, whereupon full Base Rental shall commence.

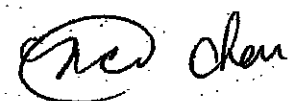
16. **GOVERNMENTAL ORDERS.**

a. Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Demised Premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy.

b. Tenant waives the benefits of all existing and future rent control legislation and statutes and similar governmental rules and regulations, whether in time of war or not, to the full extent permitted by law.

17. **CONDEMNATION.** If the Demised Premises or any part shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, and the Base Rental and Additional Rental shall be apportioned as of the date. Tenant shall not be entitled to any part of the award or any payment in lieu of the award; excepting that Tenant shall be entitled to any separate award rendered for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty.

18. **ASSIGNMENT AND SUBLETTING.** Tenant may not, without the prior written consent of Landlord (which may be





withheld or conditioned in Landlord's sole and absolute discretion), assign this Lease or any interest hereunder, or sublease Demised Premises or any part thereof, or permit the use of Demised Premises by any party other than Tenant. Consent to one or more assignments or subleases shall not destroy or waive this provision. Subtenants and assignees shall become directly liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability. Tenant shall pay an administrative fee of \$1000 in order to process the request for sublet or assignment.

19. **TENANT IMPROVEMENTS AND REMOVAL OF FIXTURES.**

a. In the event any mechanics', laborers', materialmen's or other liens shall be filed against the Demised Premises by reason of work, labor, services or materials performed or furnished to or at the instance of Tenant or to anyone holding the Demised Premises through or under Tenant, Tenant shall forthwith cause the same to be so discharged of record or bonded with security satisfactory to Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded with security satisfactory to Landlord after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord together with interest at the maximum rate permit under Georgia law and all costs and expenses, including all reasonable attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rental on the first day of the next following month, or may, at Landlord's election, be subtracted from any sums owing to Tenant.

b. All trade fixtures and trade apparatus owned and installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removable at any time prior to the expiration of the Lease Term; provided Tenant shall not at any time be in default of any terms or covenants of this Lease; provided, however, that Tenant shall not remove air conditioning, air ventilating and heating fixtures, lighting fixtures, or carpeting; and, further, provided that Tenant shall simultaneously repair any damage to the Demised Premises caused by the installation or removal of same. If Tenant is in default, Landlord shall have a lien on Tenant's property located in or on the Demised Premises and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. All fixtures installed by Tenant shall be new or like new and of good quality.

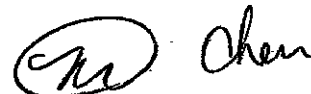
c. Tenant shall not make any alterations, additions or decorations to the Demised Premises without first obtaining the prior written consent of Landlord. Tenant shall, at all times during the Lease Term, present to Landlord plans and specifications for such work at the time Landlord's consent is sought.

d. Tenant's obligation to observe and perform any of the provisions of this Section 20 shall survive the expiration of Lease Term hereof or earlier termination of this Lease.

20. **DEFAULT AND REMEDIES.**

a. If Tenant defaults in the payment of Base Rental or Additional Rental, or defaults in the performance of any of the covenants or conditions of this Lease, Landlord may give to Tenant notice of such default and if Tenant does not cure any Base Rental or Additional Rental default within five (5) days, or other default within ten (10) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such ten (10) days, if Tenant does not commence such curing within such ten (10) days and then proceed with reasonable diligence and in good faith to cure such default), or if Tenant shall compound its debts, or make an assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for Tenant, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement for reorganization by or against Tenant, or if Tenant is adjudicated a bankrupt or is adjudged to be insolvent, or if there is advertised any sale of Tenant's property under process of law, or if the assets or property of Tenant in the Demised Premises shall be attached or levied upon, then Landlord may terminate this Lease on not less than seven (7) days' notice to Tenant, and on the date specified in the notice the term of this Lease shall terminate and Tenant shall then quit and surrender the leased Demised Premises to Landlord, but Tenant shall remain liable as provided below. If this Lease shall have been so terminated by Landlord, Landlord may at any time after termination resume possession of the Demised Premises by any lawful means and remove Tenant or other occupants and their effects.

b. In any case where Landlord has recovered possession of the Demised Premises by reason of Tenant's default, Landlord may at Landlord's option occupy the Demised Premises or cause the Demised Premises to be

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redecorated, altered, divided, consolidated with other adjoining leased premises, or otherwise changed or prepared for reletting, and may relet the leased Demised Premises or any part as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this Lease, at Landlord's option, and receive the Total Rental for the Demised Premises, applying the same first to the payment of such expense as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining leased premises, or otherwise changing or preparing for reletting and the reletting, including brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the Total Rental under this Lease and to the cost and expense of performance of the other covenants of Tenant as provided in this Lease; and Tenant agrees, whether or not Landlord has relet, to pay Landlord damages equal to the Total Rental and other sums agreed to be paid by Tenant in this Lease, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above-specified. In reletting the Demised Premises, Landlord may grant rent concessions, and Tenant shall not be credited with such concessions. No such reletting shall constitute a surrender and acceptance or be deemed evidence of such. Tenant shall not be entitled to any surplus accruing as a result of any reletting.

c. Notwithstanding a thing in this Lease to the contrary, at Landlord's option, Tenant shall pay a "late charge" of ten percent (10%) of any installment of Total Rental (or any such other charge or payment as may be considered Additional Rental under this Lease) when paid more than five (5) days after the due date, to cover the extra expense involved in handling delinquent payments.

d. No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of Landlord to insist in any one or more instance upon a strict performance of any covenant of this Lease or to exercise any option or right contained in this Lease shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

e. If Landlord defaults under this Lease and if, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment against the right, title and interest of Landlord in the Shopping Center as the same may then be constituted and encumbered, and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Shopping Center.

## 21. SIGNS.

a. Except as provided herein, Tenant shall place no signs upon the windows, outside walls or roof of or grounds surrounding the Demised Premises except with the written consent of Landlord. Any and all signs placed within the Demised Premises or other portions of the Shopping Center by Tenant shall be pre-approved by Landlord and maintained in a firstclass condition. Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

b. Landlord agrees to maintain an entry sign monument which shall include a name plate showing a logo identifying Tenant's business. Tenant shall submit the design of the identifying logo to Landlord, which shall be subject to Landlord's review and acceptance of the style, size, and color of such logo. Tenant shall be responsible for installing.

c. Tenant shall at its own expense erect a sign on the exterior overhead sign band of the Premises, which sign shall: (i) conform to the general material, size and appearance of other tenants' signs at the Shopping Center, (ii) be in strict conformity with any guidelines or sign criteria adopted by Landlord with respect to the Shopping Center, (iii) be in accordance with all applicable laws, (iv) be installed by a contractor or other party which meets with Landlord's prior approval, and (v) be otherwise subject to Landlord's prior written approval. Landlord will not be liable to Tenant for any Tenant's contractor or governmental requirements pertaining to signage


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f. See attached City Powder Springs' building signs restrictions at Exhibit

22. **ENTRY FOR CARDING, ETC.** Landlord may card the Demised Premises "For Rent" or "For Sale" one hundred and fifty (150) days before the termination of this Lease. Landlord may from time to time enter the Demised Premises at reasonable hours to exhibit same to prospective purchasers, existing or prospective mortgagees, or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to adjoining premises, if any.
23. **SUBORDINATION.** This Lease is subject and subordinate to any first mortgage or first security deed now or hereafter placed on the Demised Premises; provided, however, that at the option of the first mortgage holder the Lease or portions of the Lease can be made superior to the first mortgage or security deed; provided further that unless the entire Lease is made superior to such first mortgage or security deed, the holder of said mortgage or the grantee of such security deed shall agree that this Lease shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, security deed or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and Tenant agrees that this Lease shall remain in full force and effect, notwithstanding any default proceeding under said mortgage, security deed or obligations secured thereby. Tenant further agrees that it will attorn to the mortgagee, grantee or beneficiary of such mortgage or security deed, and their successors or assigns and to the purchaser or assignee under any such foreclosure. Tenant will upon request by Landlord, execute, deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this Section 23.
24. **ABANDONMENT OF THE PREMISES.** Tenant agrees not to abandon or vacate the Demised Premises during the period of this Lease and agrees to use the Demised Premises for the purpose herein leased until the expiration hereof.
25. **NO ESTATE IN LAND.** This Lease shall create the relationship of landlord and tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.
26. **HOLDING OVER.** If Tenant remains in possession of the Demised Premises after expiration of the Lease Term, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at a rental rate equal to 150% of the rental rate in effect at the end of the Lease Term computed on the basis of the then existing Base Rental plus onetwelfth (1/12) of the Additional Rental required by this Lease.
27. **ATTORNEYS' FEES.** If any rental owing under this Lease is collected by or through an attorney at law, or if Landlord employs an attorney at law to enforce any of the other terms or conditions of this Lease, Tenant agrees to pay or reimburse Landlord for all reasonable associated attorneys' fees, as Additional Rental hereunder.
28. **RIGHTS CUMULATIVE.** All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.
29. **SERVICE OF NOTICE.** Tenant hereby appoints as Tenant's agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of Demised Premises at the time, or occupying same; and if no person is in charge of, or occupying the Demised Premises, then such service of notice may be made by attaching the same on the main entrance to the Demised Premises. A copy of all notices under this Lease shall also be sent to such other address as Tenant may from time to time designate in writing to Landlord.
- All notices required by law or by this Lease to given Landlord shall be given by depositing same in registered or certified U. S. Mail, postage prepaid, or via overnight commercial courier delivery (such as FedEx or UPS) and addressed as follows: Riverview Investment LLC, P. O. Box 757, Mableton, GA 30126, or to such other address as Landlord may from time to time designate in writing to Tenant.
30. **FORCE MAJEURE.** Landlord shall be excused for the period of any delay in the performance of any obligation under this Lease when prevented from so doing by cause or causes beyond Landlord's control which shall include but not be limited to all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, or financing or through acts of God.

31. **QUIET ENJOYMENT.** Landlord hereby covenants and agrees to permit Tenant quiet enjoyment of possession of the Demised Premises during the Lease Term, so long as Tenant shall pay the Total Rental aforesaid and carry out all other obligations herein made binding upon Tenant.
32. **USE OF PARKING.**
- a. Parking shall be available of a first-come, first-served basis. Tenant hereby covenants and agrees to use the parking lot for cars and/or trucks owned by Tenant and its direct employees and customers. Vehicles, which are not being used in business on a regular basis for transportation, are not permitted to be parked in the parking lot. No vehicle may be parked overnight without Landlord's prior written consent.
- b. Landlord may from time to time designate a particular parking area or areas to be used by its tenants and their employees. If Tenant or any of its employees fail to park their vehicle in any such designated parking areas, Landlord, in its sole discretion, may tow or boot as provided below, or give Tenant notice of such violation and, if the violation is not corrected within twenty-four (24) hours after said notice is given, Tenant shall pay to Landlord an amount equal to Twenty Dollars (\$20) per day for each violating vehicle calculated from and including the day on which notice was given, to and including the day when all violations by Tenant and its employees cease. In no event, however, shall Landlord be required to enforce any parking obligation stated herein
- c. Tenant shall not place, or cause to be placed, anything, to include raw materials, merchandise or vending machines, on the sidewalk or exterior of the Demised Premises without the prior written consent of Landlord.
- d. If any vehicle is parked in violation of this Section or in violation of this Lease, Landlord may place a notice on the vehicle specifying the nature of the violation and stating that after twenty four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, Landlord may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another parking space, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and Landlord may have the vehicle towed immediately. If a vehicle is towed in accordance with this Section 32, neither Landlord nor any officer or agent of Landlord shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, Landlord may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.
33. **GOVERNING LAW AND BINDING EFFECT.** The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Lease. Except as otherwise provided herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.
34. **TIME OF THE ESSENCE.** In all instances where Tenant is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.
35. **TRANSFER OF LANDLORD'S INTEREST.** In the event of the sale, assignment or transfer by Landlord of its interest in the Demised Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in the interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any deposits or other security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the

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obligation to this Lease, Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

36. **ESTOPPEL CERTIFICATE.** Within ten (10) days after request therefore by Landlord or any mortgagee or grantee under a mortgage or security deed covering the Demised Premises, or upon any sale, assignment or other transfer of the Demised Premises by Landlord, Tenant shall deliver in recordable form an estoppel certificate in form and substance satisfactory to Landlord, to any proposed mortgagee or other transferee, or to Landlord, certifying those facts contained therein that are then true with respect to this Lease and specifying with particularity any such facts which are not then true with respect to this Lease.
37. **WAIVER OF CLAIMS.** To the extent permitted by law, Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby indemnifies, holds harmless and releases Landlord, its agents, employees and contractors from and against any and all claims for damage to persons or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Demised Premises or Shopping Center of which it shall be a part except where such claims arise solely out of the gross negligence or willful misconduct of Landlord, Landlord's agents, employees or contractors.
38. **EXCULPATION.** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the Demised Premises form a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord for any default or breach by Landlord of any of its obligations under this Lease, subject, however, to the prior rights of the holder of any mortgage covering the Demised Premises or of Landlord's interest therein in the Demised Premises. No other assets of Landlord or any partner thereof shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, between Landlord and Tenant that Landlord's interest hereunder and in the Demised Premises shall be subject to impressment of an equitable lien or otherwise.
39. **BROKER'S COMMISSION.** Tenant represents and warrants to landlord that Atlanta Maxim Realty International the sole broker with whom Tenant has negotiated in bringing about this Lease and Tenant agrees to indemnify and hold Landlord harmless from any and all claims of other brokers arising out of or in connection with the negotiation of or the entering into of this Lease between Landlord and Tenant, if such broker claims that he or she acted through or on behalf of Tenant
40. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein unless contained in a modification in writing executed by all of the parties hereto, shall be of any force or effect.
41. **CAPTIONS AND HEADINGS.** The captions and headings throughout this Lease are for convenience and reference only, and the words contained in this Lease shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision or the scope or intent of this Lease nor in any way affect this Lease.
42. Lease Guaranty. See exhibit "H".

**EXHIBITS.** The following Exhibits attached hereto are incorporated herein by this reference:

EXHIBIT "A"	Plan of Demised Premises
EXHIBIT "B"	Description of Shopping Center
EXHIBIT "C"	Landlord's Work
EXHIBIT "D"	Rules and Regulations
EXHIBIT "E"	Common Area Costs
EXHIBIT "F"	Powder Springs Commons Sign Guideline
EXHIBIT "G"	City Powder Springs Building Signs Restrictions
EXHIBIT "H"	Lease Guaranty

*(Handwritten signature)*

[SIGNATURES CONTINUED ON NEXT PAGE]

SIGNED, SEALED AND DELIVERED as of the date first above written.

**TENANT:**

The Candela Bar

By:



Name: Nicole C Littlejohn

By: \_\_\_\_\_

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

Date Executed:

05/29/2021

By the execution and delivery of this Lease, Tenant has made and shall be deemed to have made a continuous and irrevocable offer to lease the Demised Premises, on the terms contained in this Lease, subject only to acceptance by Landlord (as evidenced by Landlord's signature hereon), which Landlord may accept in its sole and absolute discretion.

**LANDLORD:**

Riverview Investment LLC, a Georgia corporation

By:



Name:

Wen Kum Chen

Title:

Owner

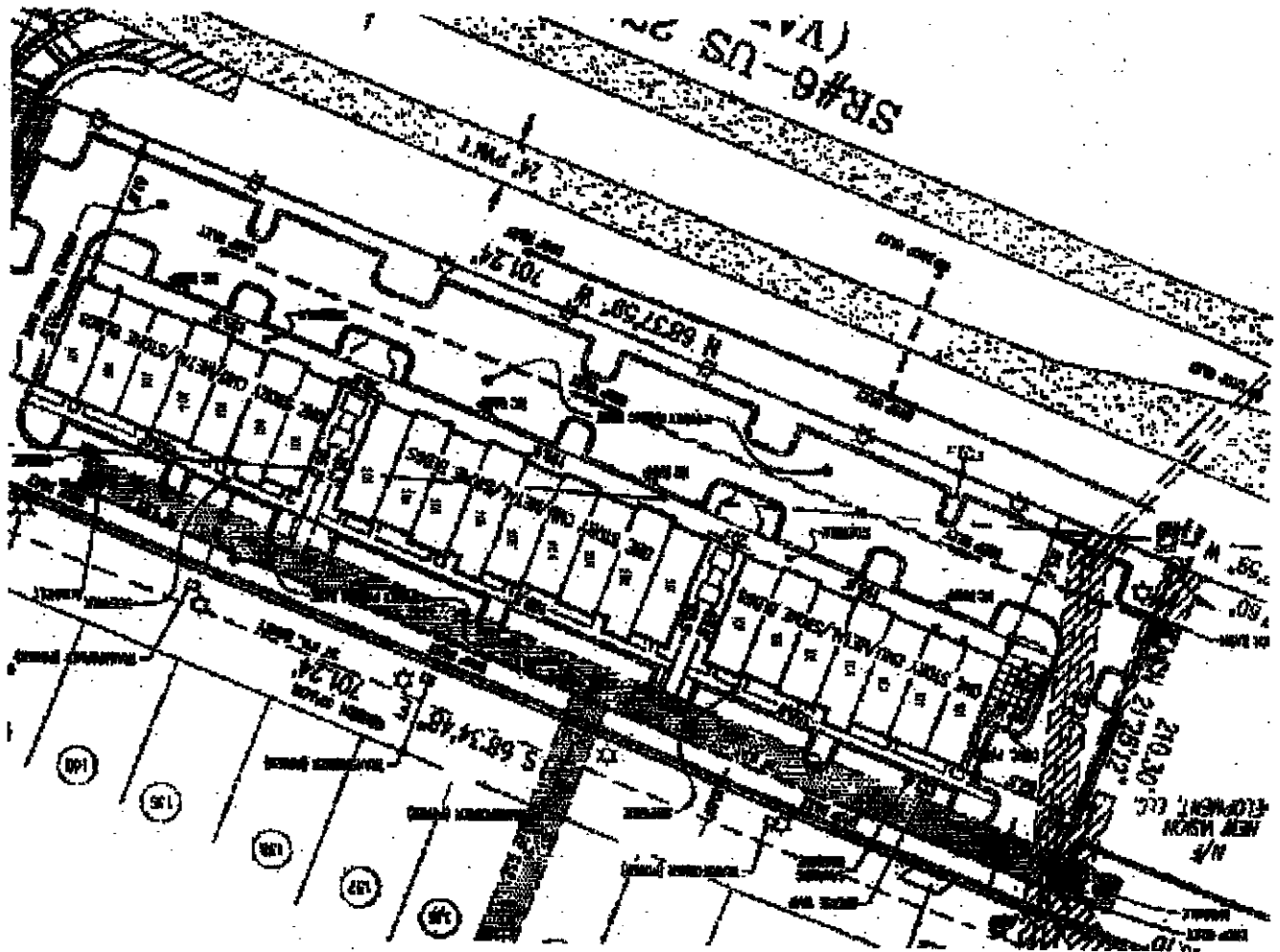
Date Executed by

Landlord:

5/29/2021

EXHIBIT "A"

FLOOR PLAN OF DEMISED PREMISES



*W Chen*

EXHIBIT "C"

LANDLORD'S WORK

*[THIS EXHIBIT SHOULD BE CUSTOMIZED AS APPROPRIATE WITH DESCRIPTION OF WORK TO BE PERFORMED BY LANDLORD]*

1. Tenant shall have total 6 month of free rent. In these six month, tenant shall pay for the prorated CAM fee to the landlord, which shall be \$715/month. Rent abatement shall start immediately on commencement date which is at contract execution.
2. Landlord will provide tenant with a \$10/sf Tenant Improvement Allowance (on both unit 250 and 260) to Tenant to construct the premises. Tenant shall install the new electricity panel, bathrooms and any necessary structures in tenant's expense on these two units. Landlord agrees to pay to Tenant the Construction Allowance no later than sixty ( 60 ) days after Tenant had delivered all of the following to Landlord:
  - A. Landlord's receipt of the duty completed Final Waiver of Lien and General Contractor's Affidavit,
  - B. Landlord's receipt of a written notice of Tenant's date of opening Delivery of Possession Date Certificate,
  - C. Landlord's receipt of a written request for payment of tenant improvement.

*Ma Chen*



## EXHIBIT "D"

### Rules and Regulations

Tenant shall comply with the following rules and regulations:

1. Tenant shall not, without Landlord's written consent, conduct or permit to be conducted any auction, fire, bankruptcy or going-out-of-business sales, or similar type sale, in connection with the Demised Premises; provided, however, that this provision shall not restrict the absolute freedom of Tenant to determine its own selling prices nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales;
2. Tenant shall not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Demised Premises; will not utilize an advertising medium within the Shopping Center which can be seen, heard or experienced outside the Demised Premises, including, but not limited to, flashing lights, searchlights, loudspeakers, phonographs, radio or television; will not display, paint or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Shopping Center; will not distribute, or cause to be distributed, in the Shopping Center any handbills or other advertising devices; and will not conduct or permit any activities that might constitute a nuisance;
3. Tenant shall keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Demised Premises; will not cause or permit strong, unusual, offensive or objectionable noise, odors, fumes, dust or vapors to emanate or be dispelled from the Premises; will not burn trash or store or permit accumulations of any trash, garbage, rubbish or other refuse outside of the Premises except in compactors or other receptacles approved by Landlord;
4. Tenant shall not load or permit the loading or unloading of merchandise, supplies or other property, nor ship, nor receive, will not permit the parking or standing of trucks, trailers or other vehicles or equipment engaged in such loading or unloading in a manner to which will unreasonably interfere with the use of any Common Areas or any pedestrian or vehicular use in the Shopping Center ;
5. Tenant will not paint or decorate any part of the exterior of the Demised Premises, or change the architectural treatment thereof, or install any visible protective devices such as burglar bars or security shutters or window tinting, without first obtaining Landlord's written approval; and will remove promptly upon order of Landlord any paint, decoration or protective device which has been applied to or installed upon the exterior of the Demised Premises without Landlord's prior approval, or take such other action with reference thereto as Landlord may direct;
6. Tenant shall keep the inside and outside of all glass in the doors and windows of the Demised Premises clean; will not place or maintain any merchandise, vending machines or other articles in the vestibule or entry of the Demised Premises, on the footwalks adjacent thereto or elsewhere on the exterior thereof; will maintain the Demised Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; and will keep refuse in proper containers on the interior of the Demised Premises until removed from the Demised Premises;
7. Tenant shall comply (at its sole cost and expense) with all laws, rules, regulations, orders and guidelines now or hereafter in force relating to or affecting the use, occupancy, alteration or improvement of the Demised Premises and will not use or permit the use of any portion of the Demised Premises for any unlawful purpose or in violation of any recorded covenants, conditions and restrictions affecting the Shopping Center;
8. Tenant shall keep the display windows in the Premises electrically lighted and any and all electric signs lighted during all other periods that a majority of tenants are open for business in the Shopping Center;
9. Tenant shall not keep any animals, fish, reptiles, birds, or pets in the Demised Premises;
10. Tenant shall not use the sidewalks adjacent to the Premises, or any other space outside of the Premises, for the sale or display of any merchandise or for other business, occupation or undertaking;



11. Tenant shall comply with any additional rules and regulations promulgated by Landlord from time to time upon the receipt of written notice of such from Landlord.

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EXHIBIT "E"

COMMON AREA COSTS

"Common Area Costs" shall include the following costs and expenses:

1. Costs and expenses paid or incurred by Landlord for the maintenance and repair of the Shopping Center and the personal property used in connection therewith, including but not limited to (i) the heating, ventilating and air conditioning equipment, (ii) plumbing and electrical systems and equipment, (iii) light bulbs and broken glass, including replacement thereof, and (iv) elevators and escalators;
2. Cleaning and janitorial costs and expenses, including window cleaning expenses, for the Shopping Center;
3. Landscaping and grounds maintenance costs and expenses;
4. Utility costs and expenses including, but not limited to, those for electricity, gas, steam, other fuels and forms of power or energy, water charges, sewer and waste disposal, heating and air conditioning;
5. Costs and expenses of redecorating, painting and carpeting the Common Areas of the Shopping Center;
6. Costs of all repairs, alterations, additions, changes, replacements and other items required by any law or governmental regulation imposed after the date of this Lease, regardless of whether such costs, when incurred, are classified as capital expenditures;
7. Cost of wages and salaries of all persons engaged in the operation, maintenance, repair and security of the Shopping Center, and so-called fringe benefits, including social security taxes, unemployment insurance taxes, costs for providing coverage for disability benefits, cost of any pensions, hospitalization, welfare or retirement plans, or any other similar or like expense incurred under the provisions of any collective bargaining agreement, costs of uniforms, and all other costs or expenses that the Landlord pays to or on behalf of employees engaged in the operation, maintenance, repair and security of the Shopping Center;
8. Charges of any independent contractor who, under contract with the Landlord or its manager or representatives, does any of the work of operating, maintaining, or repairing the Shopping Center;
9. Legal and accounting expenses, including, but not limited to, such expenses as relate to seeking or obtaining reductions in and/or refunds of real estate taxes;
10. Amortization, with interest, of capital expenditures for capital improvements made by Landlord after completion of the Shopping Center where such capital improvements are for the purpose of, or result in, reducing Common Area Costs;
11. Property monitoring service costs and expenses;
12. Management fees and expenses;
13. Pest control costs and expenses;
14. Expenses incurred in the purchase or acquisition of material and supplies in connection with all of the foregoing expenses; and
15. Such other expenses paid by Landlord, from time to time, in connection with the operation and maintenance of the Shopping Center as would be expected to be paid by a reasonable and prudent operator and manager of a building and site comparable to the Shopping Center.

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**EXHIBIT "F"**  
Powder Springs Commons Sign Guideline

## Powder Springs Crossing / Signage Criteria

**Colors:**

Acceptable colors for signage in this development are as follows. Refer to the PMS color to match acrylics and/or vinyl coverings.



Letters are to be Brown or White, raceway is to be painted to match the background to which it is mounted.

**Size:**

As described in the Sign Ordinance for the City of Powder Springs, the allowable size for wall signs in this development is 2 square feet per each linear foot of wall footage. This allocation includes words and logo panels, if used. Logo panels are to be less than 25% of the total sign square footage.

For this development, the maximum letter height allowable is to be 36".

Signs are to be located in the approved signage band for each streetfront, centered over storefront.

**Type:**

Signage in the retail development are to be standard channel lighted dimensional letters. Letters are to be recessed mounted and attached to back. (Fig. 1).

Illumination is to be internal, with white or colored neon as appropriate with the chosen color. LED illumination is also encouraged.

Note: all signs must be manufactured according to UL specifications, and must have a UL sticker.

In the event that a separate lighted logo panel is utilized, said panel must also be attached to the raceway. Raceways are to be channel 2" raceway, and are to be painted a matching color to the background on which it is mounted.

**Font:**

In order to maintain a unified appearance, all signs must use one of three referenced fonts (see Fig. 2). Non-serif fonts must use Impact or Optima Bold (not to be italicized). Serif fonts must use Clarendon Bold (same does to be italicized).

Fig. 1. Typical Channel Letter on Raceway (Section View)

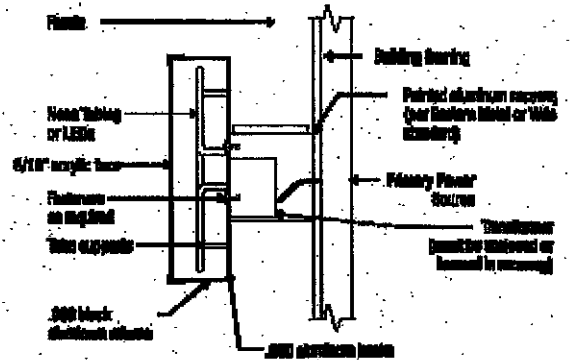
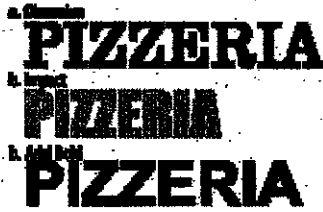


Fig. 2. Allowable Fonts



All sign designs are subject to final local approval. Signs not complying with this plan will require additional approval from the City of Powder Springs Planning and City Council. All signs must adhere to existing sign codes for the City of Powder Springs. National or International franchise shall be given reasonable consideration by City Staff with respect to company standard logo and lettering sign systems or integral part of the franchise logo and identity. The consideration shall not be without restrictions and shall be within the bounds of sound zoning guidelines and planning and in harmony with the general purpose and intent of the uniform sign plan.

Prepared by:



Master Letters  
404-390-321

*(Handwritten signature)*

**EXHIBIT "G"**  
**City Powder Springs Building Signs' Restrictions**

**Sec. 7-8. Building signs; restrictions.**

**(a) Building signs other than canopy signs.**

In addition to the other provisions of this Article, the following regulations shall apply to wall signs, projecting signs, window signs and all other building signs except canopy signs:

**(1) Zoning districts.**

Building signs are allowed within the mixed use, central business, office, commercial and industrial zoning districts, subject to the restrictions of this subsection.

**(2) Sign area.**

- a. On a property used for a multi-family building or development, a wall sign is not allowed to be larger than 16 square feet in area.
- b. On properties zoned or legally developed for office, retail commercial, institutional or industrial use, the maximum sign area for building signage shall be calculated as follows: for each one linear foot of width of the wall or building along one face of the wall or building, 2 square feet of sign area are allowed on that face for all building signs collectively.

**(3) Height.**

No building sign that projects more than 4 inches from the building surface on which it is attached shall be less than 8 feet above the finished elevation at its lowest extremity. Any building sign projecting less than 4 inches shall not project above the vertical wall to which it is attached.

**(4) Number.**

- a. On a property used for a multi-family building or development, one wall sign per building face, not to exceed three wall signs per building, is allowed.
- b. On properties zoned or legally developed for office, retail commercial, institutional or industrial use, there is no limitation on the number of building signs, subject to the maximum sign area allowed on each building face.

**(5) Miscellaneous.**

- a. No building sign shall project more than 2 feet from the building surface on which it is attached.

- b. For planned centers (such as shopping centers), the total building sign area for an entire wall shall be distributed to each tenant on the basis of the proportion of the total wall area that is located along each tenant's front facade, including all windows and doors. The maximum sign area on a building shall be calculated separately for each tenant.

**(b) Flush mounted canopy signs.**

In addition to the other provisions of this Article, the following regulations shall apply to flush mounted canopy signs:

**(1) Zoning districts.**

Flush mounted canopy signs shall only be located within areas zoned or legally developed for office, retail commercial or industrial use.

**(2) Sign area.**

- a. The maximum sign area for a canopy sign shall be calculated as follows: for each one linear foot of canopy along one face of the canopy, 2 square feet of sign area is allowed on that face.
- b. The support structure of the canopy shall not be included in the computation of sign area provided that it contains no message.
- c. All internally illuminated panels of the canopy shall be included in computations of sign area even if no message is placed on such panels.

**(3) Height.**

No canopy sign shall be less than 8 feet above the ground at its lowest extremity.

**(4) Number.**

Flush mounted canopy signs shall be in addition to such other signs as are allowed upon any lot of land. Canopy signs shall not be placed on more than three sides of one canopy roof.

**(c) Hanging canopy signs.**

**(1) Zoning districts.**

Hanging canopy signs shall only be located within areas zoned or legally developed for office, retail commercial or industrial use.

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(2) Sign area

The area of each hanging canopy sign shall be included within and limited by the total sign area allowed for all building signs along each face of a building.

(3) Height

Hanging canopy signs of greater than 4 square feet shall be rigidly mounted, and there shall be 8 feet of clearance below the base of any rigidly mounted hanging canopy sign. There shall be a minimum clearance of 7 feet below the base of any non-rigidly mounted hanging canopy sign.

(4) Number

No more than one hanging canopy sign is allowed for each entrance into a building.

two-sided.

c. Class 1 temporary signs may not be located closer than one foot from the public right of way, unless an exception is specifically stated in this Article.

d. Nothing in this section affects the regular sign ordinance provisions. Any message can be placed on Class 1 temporary signs.

e. No more than five class 1 temporary signs shall be permitted per parcel of land.

f. Failure to remove such signs within the time specified will result in a removal fee of \$25 per sign removed.

g. See Sec. 7-4(i) for further restrictions.

(2) Class 2 temporary signs are additional temporary signs that may be erected only in certain zoning districts at certain times.

a. Class 2 temporary signs are only permitted in the districts zoned or legally developed for office, commercial, industrial, or institutional use.

b. Class 2 temporary signs shall not exceed 32 square feet in area and, if freestanding, 8 feet in height, except that a temporary sign located within 200 feet of a primary highway may be up to 64 square feet in sign area and, if freestanding, up to 10 feet in height.

c. Only one (1) class 2 temporary sign may be erected for each parcel of land and/or tenant per planned center.

d. Class 2 temporary signs may not be erected for more than 3 weeks per calendar quarter.

e. See Sec. 7-4(j) for further restrictions.

f. Class 2 temporary signs may not be located closer than one foot from the public right of way, unless an exception is specifically stated in this Article.

g. Because the downtown corridor of Marietta Street from Brownsville Road to Oakview Drive is unique in its historic

**Sec. 7-9. Additional permitted signage.**

In addition to the specific signs permitted in each zoning district, the following signs shall be allowed in all zoning districts for in the zoning districts as indicated) under the conditions noted for each type of sign.

**(a) Temporary Signs**

(1) Class 1 temporary signs are signs that may be erected in any zoning district only during certain times.

a. Class 1 temporary signs are only permitted to be erected during any election cycle. The election cycle is the time period starting upon the first day of qualification of candidates and terminated seven days after the election of all candidates to office or resolution of all ballot questions put to the voters in the HDPC. ("HDPC" as used herein, shall refer to Federal elections, Georgia statewide elections, Cobb County elections, or municipal elections for the City of Powder Springs.

b. Class 1 temporary signs shall not exceed five (5) feet in height; shall not exceed thirty-two (32) square feet per side in non-residential districts and in the O30 and O20 zoning districts; shall not exceed six (6) square feet per side in all other residential districts; and shall not be more than





**ATLANTA COMMERCIAL BOARD OF REALTORS®, INC.  
LEASE GUARANTY**



THIS GUARANTY AGREEMENT is made in reference to the Lease dated May 29, 2021  
 (the "Lease") by and between RiverView Investment LLC ("Landlord")  
 and Phil Candella Bar ("Tenant")  
 demising certain space located at 5180 CH JAMES PLWY STE 250-260 Roswell Ga 30127  
Cobb County, State of Georgia, all as more particularly described in the  
 Lease.

1. In consideration of, and as an inducement to the execution of the Lease by Landlord, the undersigned (hereinafter referred to as "Guarantor"), intending to be legally bound, hereby unconditionally guarantees the prompt and faithful performance by Tenant of the Lease and all the terms, covenants and conditions thereof including, but not limited to, the payment by Tenant of the rental and all other sums to become due thereunder.

2. Guarantor agrees that (1) this obligation shall be binding upon Guarantor without any further notice or acceptance hereof, but the same shall be deemed to have been accepted by the execution of the Lease; (2) upon each and every default by Tenant, without any notice to or demand upon Guarantor and without Landlord's first or contemporaneously suing or seeking any other remedy arising and accruing in favor of Landlord, either pursuant to the provisions of the Lease or otherwise, Guarantor will pay to Landlord all rentals and other sums due and payable under the Lease and will comply with and perform all terms, covenants and conditions of the Lease which shall be binding upon said Tenant as provided in the Lease; (3) no extension, forbearance, or leniency extended by Landlord to Tenant shall discharge Guarantor; and Guarantor agrees at all times it will be liable notwithstanding same and notwithstanding the fact that Guarantor has had no notice of any default or of any said forbearance or extension; (4) Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease, and Guarantor shall not be released thereby, it being intended that Guarantor shall continue as Guarantor with respect to the Lease as so modified, extended, amended or otherwise affected; (5) neither Guarantor's obligations to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, released or limited in any manner whatsoever by an impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute, or from the decision of any court; and (6) this Guaranty shall be enforceable by Landlord in a action against Guarantor without the necessity of any suit, action or proceeding by Landlord of any kind or name whatsoever against Tenant, without the necessity of any notice to Guarantor of Tenant's default or breach under the Lease, and without the necessity of any other notice or demand to Guarantor to which Guarantor might otherwise be entitled, all of which notice Guarantor hereby expressly waives.

3. Guarantor further agrees to be bound by each and every covenant, obligation, power and authorization, without limitation, in the Lease, with the same force and effect as if Guarantor were designated in and had executed the Lease as Tenant thereunder.

4. In the event that other agreements similar to this Guaranty are executed from time to time by other entities or persons with respect to the Lease, the Agreement shall be cumulative of any such other agreements to the effect that the liabilities and obligations of Guarantor hereunder shall be joint and several with those of each other guarantor, and the liabilities and obligations of Guarantor hereunder shall in no event be affected or diminished by reason of any such other agreement.

5. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or hereon is intended to be the exclusion of or a waiver of any other.

6. Guarantor hereby waives (A) notice of acceptance of this Guaranty (B) demand of payment, presentation and protest, (C) all right to assert or plead any statute of limitations as to or relating to this Guaranty and the Lease, (D) any right to require the Landlord to proceed against the Tenant or any other Guarantor or any other person or entity liable to Landlord, including without limitation the provisions of Official Code of Georgia Annotated Section 10-7-24 (Michie 1982, as amended), (E) any right to require Landlord to apply to any default, any security deposit or other security it may hold under the Lease, (F) any right to require Landlord to proceed under any other remedy Landlord may have before proceeding against Guarantor, and (G) any right of subrogation.

*W. Chan*

7. Landlord may, without notice, assign this Guaranty in whole or in part, or may assign all of its interests in and to the Lease, and, in such event, each and every successive assignee of the Lease or of the Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate Guarantor's obligations under this Guaranty.

8. This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. As part of the consideration for Landlord's entering into the Lease which this Guaranty is a part, the Guarantor hereby agrees that all actions or proceedings arising directly or indirectly hereunder may, at the option of Landlord, be litigated in courts having situs with the State of Georgia, and the Guarantor hereby expressly consents to the jurisdiction of any such local, state or federal court, and consents that any service of process in such action or proceeding may be made by personal service upon the Guarantor wherever the Guarantor may then be located, or by certified or registered mail directed to such Guarantor at the address indicated below.

9. Notwithstanding anything to the contrary herein, Guarantor's liability hereunder shall be limited to:

10. This "Disclaimer, Waiver and Release of Claims" provision, without any changes, modifications, deletions or revisions, must be included in all Atlanta Commercial Board of REALTORS, Inc. Form documents that include any reference to "ACBR". The parties hereto hereby acknowledge and agree that: (A) THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT; (B) form documents by their nature are designed to be of general application, and may not be applicable to specific facts and circumstances, may not address a given party's specific conditions or requirements and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction; (C) to avoid any possible misunderstanding or confusion as to the original form of this document and any revisions, modifications or changes to it, any and all revisions, modifications or changes to the original should be made readily apparent by highlighting, underscoring or other means to distinguish them from the original ACBR form; (D) ACBR has made the original versions of this document and other document forms available to ACBR's members as a service, but makes no representation or warranty, express or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (E) ACBR document forms are updated by ACBR from time to time, and ACBR strongly recommends to the parties that they use the most current, updated versions of any such document forms; and (F) by executing this document the parties hereto each hereby waive and release ACBR, its officers, directors, members, employees and agents, from any and all claims, demands and/or causes of action (whether known or unknown) arising out of, pertaining to or resulting directly or indirectly from the use of this form document.

IN WITNESS WHEREOF, each Guarantor has hereunto caused these presents to be executed under seal this

day of May 29, 2021

Nicole C. McGovern (Seal)

Print Name: Nicole C. McGovern

Social Security or

Federal Employer ID Number

Address: 3317 Thornbury Drive  
Powder Springs, GA 30129

(Seal)

Print Name: \_\_\_\_\_

Social Security or

Federal Employer ID Number: \_\_\_\_\_

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