

HIGHLANDS PLACE SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT (this "Lease"), made and entered into as of the Effective Date, by and between the Landlord and the Tenant hereinafter named.

WITNESSETH:

For and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant leases, rents and accepts from Landlord the Premises, as hereinafter defined.

ARTICLE I
DEFINITIONS AND EXHIBITS

1.1 DEFINITIONS: In addition to other terms which are elsewhere defined in this Lease, each of the following terms when used in this Lease with an initial capital letter shall have the meanings set forth in this Paragraph 1.1 and only such meanings unless such meanings are expressly limited or expanded elsewhere in this Lease:

- (A) "Landlord": Highlands Place Shopping Center, LLC a Georgia limited liability company.
(B) Landlord's Notice Address: c/o Cygnet Properties, LLC, 1400 Buford Highway, Suite F-1, Sugar Hill, GA 30518
(C) "Tenant": Prohibition Liquor, LLC
(D) Tenant's Notice Address: 376 Vinings Vintage Circle SE, Mableton, GA 30126
(E) Tenant's Trade Name: Prohibition Liquor
(F) "Shopping Center": That certain shopping center which is outlined in green on Exhibit "B", annexed hereto, commonly known as Highlands Place, or such other name as Landlord determines, located at 2900 & 3100 Highlands Parkway, SE, County of Cobb, and State of Georgia, which Shopping Center is depicted on Exhibit "B" annexed hereto, and as more particularly described on Exhibit "A", annexed hereto, together with such contiguous real estate as Landlord may from time to time designate in writing as being included in Shopping Center.
(G) Name of Guarantors: Matthew Bowman and Jeremy Bowman
Address of Guarantors: 376 Vinings Vintage Circle SE, Mableton, GA 30126 & 3408 Greyfair Drive, Killeen, Texas
(H) "Premises": That portion of the Shopping Center crosshatched on the "Site Plan" attached hereto as Exhibit "B" and made a part hereof and designated as 3100 Highlands Parkway, SE, Suite 1, Smyrna, GA 30082, but reserving and excepting to Landlord the use of the roof and exterior walls (other than store fronts) and the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, and appurtenant fixtures, leading through the Premises in locations which will not materially interfere with Tenant's use thereof; parties agree that the gross leasable square footage of the Premises shall be deemed to be 2,070.
(I) "Lease Term": The period of time commencing on the Effective Date, and, unless sooner terminated as hereinafter provided, and terminating on the last day of the fifth (5th) year following the Rent Commencement Date.
(J) "Minimum Rent": The monthly Minimum Rent shall be:

Table with 2 columns: Period and Monthly Minimum Amount. Rows include (i) Month 1-6 (\$0.00), (ii) Month 7-18 (\$3,105.00), (iii) Month 19-30 (\$3,198.15), (iv) Month 31-42 (\$3,294.09), (v) Month 43-54 (\$3,392.91), (vi) Month 55-66 (\$3,494.70).

- (K) "Renewal Options": Tenant shall have the option (the "Renewal Option") to renew the Term for one (1) additional consecutive sixty (60) month term (a "Renewal Term"), commencing on the date immediately following the expiration of the Term or the Renewal Term, as applicable. The renewal of this Lease shall be subject to all the same terms, covenants and conditions of this Lease, except Minimum Rental payable by Tenant to Landlord for the first Lease Year of each Renewal Term shall be the "Fair Market Rental" (defined below). In order to exercise the Renewal Option, Tenant shall advise Landlord in writing of its intent to exercise the Renewal Option no later than one hundred eighty (180) days prior to the end of the Term or the Renewal Term, as applicable. The term "Fair Market Rental" shall mean what a landlord under no compulsion to lease the Demised Premises and a tenant under no compulsion to lease the Demised Premises would determine as rent (including amounts for the services provided by

Landlord in this Lease) for the entire Demised Premises for the first Lease Year of the Renewal Term. Within thirty (30) days of the exercise of the Renewal Option, Landlord shall advise Tenant, in writing, of its determination of the Fair Market Rental. Within thirty (30) days after receipt of Landlord's determination of the Fair Market Rental, Tenant shall (i) advise Landlord, in writing, whether or not Tenant accepts or rejects the Fair Market Rental specified by Landlord, or (ii) withdraw its exercise of the Renewal Option. Failure to accept or reject the Fair Market Rental specified by Landlord or to withdraw the exercise of the subject Renewal Option within said thirty (30) day period shall be deemed acceptance by Tenant of the Fair Market Rental proposed by Landlord. If Tenant rejects the Fair Market Rental determined by Landlord and the parties have been unable to agree on the Fair Market Rental, Tenant shall specify in such notice its selection of a real estate appraiser, who shall act on Tenant's behalf in determining the Fair Market Rental. Within ten (10) days after Landlord's receipt of Tenant's selection of a real estate appraiser, Landlord by written notice to Tenant, shall designate a real estate appraiser, who shall act on Landlord's behalf in determining the Fair Market Rental. Within twenty (20) days of the selection of Landlord's appraiser, the two (2) appraisers shall render a joint written determination of the Fair Market Rental. If the two appraisers are unable to agree upon a joint written determination within said twenty (20) day period, each appraiser shall render his or her own determination and the two appraisers shall select a third appraiser within such twenty (20) day period. In the event the appraisers cannot agree upon a third appraiser, the parties shall apply to the American Arbitration Association (or any successor organization) for designation of the third appraiser with the qualifications set forth herein. Within twenty (20) days after the appointment of the third appraiser, the third appraiser shall submit its determination of the Fair Market Rental. The third appraiser's determination of Fair Market Rental, and that appraiser's determination of Fair Market Rental which is closest by dollar amount to the third appraiser's determination of Fair Market Rental shall be added together and their total divided by two (2); the result shall be the Fair Market Rental. All appraisers selected in accordance with this Section shall be unaffiliated and disinterested appraisers having at least five (5) years prior experience in the Metropolitan Atlanta leasing market and experience with commercial/laboratory facilities, and shall be members of the American Institute of Real Estate Appraisers or similar professional organization. If either Landlord or Tenant fails or refuses to select an appraiser, the other appraiser shall alone determine the Fair Market Rental. Landlord and Tenant agree that they shall be bound by the determination of the Fair Market Rental pursuant to this Section, in accordance with the terms hereof. Landlord shall bear the fees and expenses of its appraiser; Tenant shall bear the fees and expenses of its appraiser; and Landlord and Tenant shall equally share the fees and expenses of the third appraiser, if any.

(L) "Rent Commencement Date": The Rent Commencement Date shall be one hundred eighty (180) days following the Commencement Date as defined in paragraph S below.

(M) "Initial Payment": \$4,148.63.

(N) "Tenant's Proportionate Share": A fraction: (i) the numerator of which shall be the total gross leasable square footage of the Premises, as defined in Subparagraph 1.1(H), and (ii) the denominator of which shall be the total gross leasable square footage in all buildings in the Shopping Center as determined by Landlord, or as the Shopping Center may be increased by building additional improvements or adding or deleting any additional contiguous improved land (which denominator shall exclude all vertical penetrations, common access corridors, mezzanines, garden centers, patios, outdoor areas, and all spaces which are not heated, ventilated and air conditioned). Provided that, in the event that any tenant or tenants in the Shopping Center other than Tenant pay for any Taxes, Landlord's Insurance or Common Area Maintenance or any other expense or expenses directly to the provider of such services or directly to the party to whom such payment is due, then in such event the denominator of the fraction set forth in this Subparagraph 1.1(M) shall be appropriately adjusted so as to exclude the square footage of such tenant's or tenants' premises from the denominator with respect to such expense or expenses. Landlord's estimate of Tenant's Proportionate Share of Common Area Maintenance, Taxes and Landlord's Insurance for the period commencing on the Rent Commencement Date, and continuing until Landlord notifies Tenant to the contrary in accordance with the terms of this Lease, shall be:

(i) Common Area Maintenance / Operating Cost per month:	\$1,043.63;
Plus monthly Minimum Rent:	<u>\$3,105.00;</u>
Equals monthly Initial Payment Total:	\$4,148.63

(O) "Percentage Rent Rate": Not Applicable.

(P) "Security Deposit": \$4,148.63, which may be increased in accordance with the terms of Paragraph 9.1.

(Q) "Permitted Use": The Premises shall be used solely for the operation of a Liquor Store with no beer sales allowed.

(R) "Broker(s)": Each party hereto agrees that Cygnet Properties, LLC has acted as Broker for Landlord only, and has not acted as Broker for Tenant and Atlanta Intown Real Estate Services has acted as Broker for Tenant only and has not acted as Broker for Landlord. Landlord and Tenant represent and warrant that each has not dealt with any other brokers except Cygnet Properties, LLC and Atlanta Intown Real estate Services in connection with this transaction and agree to indemnify and hold harmless each other from and against any loss, cost and expense incurred by reason of any claim of any real estate agent or broker claiming by, through or under the indemnifying party, regardless of whether such claim is meritorious.

(S) "Commencement Date": October 15, 2020.

- (T) "Operating Costs": All expenses and costs arising out of or related to the operating, managing, policing, advertising, equipping, lighting, painting, cleaning, repairing, replacing, resurfacing, paving, repaving, administering and maintaining the Shopping Center and all portions and components thereof and all appurtenances thereto serving the Shopping Center which are the responsibility of Landlord, including, without limitation, access roads and drainage and retention facilities appurtenant to the Shopping Center, the roof of the Shopping Center (including all roof repairs but excluding roof replacement), insuring the portions of the Shopping Center which are the responsibility of Landlord hereunder, all elevators and escalators in the Shopping Center (provided that such elevators or escalators (i) are accessible from the Common Areas, (ii) do not serve the Premises exclusively, and (iii) are not required to be maintained and repaired solely by Tenant as a Tenant Repair), and the Common Areas (including without limitation, the driveways, sidewalks and parking lot), including, without limitation, landscaping (including, without limitation, irrigating, fertilizing, mulching, strawing, planting, replanting and replacing flowers, trees, shrubs and grass), repairing or maintaining Utilities, and lighting, traffic control, sanitary assessments and services, removal of snow, trash, rubbish, garbage and other refuse, security services, pest control, such marketing and promotional efforts for the benefit of the Shopping Center as are selected by Landlord, management fees paid to a management company in the amount of five percent (5%) of all Rent paid by all tenants of the Shopping Center, real estate taxes and assessments associated with the Shopping Center, \$.15 per square foot of the Premises for capital replacements and an administrative fee equal to fifteen percent (15%) of all such costs, except the administrative fees shall not be applicable to real estate taxes and assessments. Operating Costs shall also include real estate tax service and consulting costs and fees, and Tenant shall receive a credit equal to Tenant's Proportionate Share of any savings generated thereby, depreciation and rental fees for machinery or other equipment with respect to such maintenance, all costs for or associated with supplies, material and personnel to implement any of the foregoing, and all occupational taxes and similar taxes, and all business license fees and expenses, all as determined by Landlord. Tenant's monthly payments of Operating Costs shall be based on estimates calculated by Landlord, and such estimates shall be adjusted as necessary as solely determined by Landlord. Upon written request Tenant shall receive an annual reconciliation for each component of Tenant's Proportionate Share of Operating Costs. Within one hundred fifty (150) days of the conclusion of each calendar year Landlord shall reconcile the Operating Costs and Tenant shall be responsible for any shortfall from the previous calendar year's Operating Costs. Conversely Tenant shall also be entitled to a refund if Operating Costs for the previous calendar year are less than the amounts actually collected by Landlord.
- (U) "Common Areas": Those areas of the Shopping Center, including all parking areas, which are from time to time open for joint use by the tenants of Shopping Center or by the public, including but not limited to driveways, truckways, delivery passages, walkways, concourses, malls, planted areas, landscaped areas, and public restrooms and common truck loading and receiving areas which are not leased to or reserved for individual tenants.
- (V) "Computation Period": That period beginning on the Opening Date and continuing through the next December 31, and each successive twelve (12) month period thereafter, *i.e.*, each successive period thereafter from January 1 through and including December 31, respectively.
- (W) "Effective Date": The latter date on which Landlord or Tenant executed this Lease as reflected by the date inserted by their respective signatures.
- (X) "Gross Sales": Intentionally omitted.
- (Y) "Gross Sales Report": within one hundred twenty (120) days of the end of each calendar year Tenant shall supply landlord with a financial report showing the gross sales for the preceding calendar year.
- (Z) "Hazardous Substance": Any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as toxic or hazardous under any Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Superfund Amendment and Reauthorization Act of 1986, and all Laws that are similar thereto.
- (AA) "Invitees": Employees, agents, servants, assignees, subtenants, invitees, licensees, customers, visitors, concessionaires and contractors.
- (BB) "Landlord Group": Landlord, and Landlord's agents, servants, employees, officers, attorneys, trustees, brokers, shareholders, members, partners and directors.
- (CC) "Landlord Repairs": Necessary repairs to lines for Utilities which serve the Premises and are located outside the perimeter walls of the Premises, necessary roof repairs and necessary structural repairs to the exterior walls and foundations of the Premises, specifically excluding any repair, replacement, rebuilding, painting, cleaning or maintenance, whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary: (i) to the Premises or any building or improvement thereon or any portion thereof, except as expressly defined as a Landlord Repair herein, (ii) to any damage caused by wood-destroying organisms, (iii) to any exterior or interior portions of any windows, doors, glass, plate glass, store fronts, locks, hardware, Signs, or any casing, frames, or caulking which support or surround same, (iv) made necessary by or arising out of any act or omission or negligence of Tenant or any Invitees of Tenant, or (v) which are designated in this Lease as a Tenant Repair.

- (DD) "Landlord's Insurance": Liability, environmental, pollution and remediation legal liability, umbrella, loss of rents, flood, and fire and extended coverage insurance premiums for the Shopping Center and Common Areas.
- (EE) "Laws": All zoning ordinances, laws, statutes, ordinances, orders, regulations, directives, rules or requirements of all federal, state, city, county, or other governmental, public or quasi-governmental authorities, bodies, boards, or agencies, or any departments or bureaus thereof, now existing or hereafter created, including without limitation, all building, zoning, environmental, health and fire-safety laws, the Americans With Disabilities Act of 1990, the Occupational and Safety and Health Act of 1970, and all laws relating to Hazardous Substances, including all amendments thereto and all regulations promulgated thereunder.
- (FF) "Lease Year": Each and every successive twelve (12) month period during the Lease Term, as same may be extended or renewed; provided however, that the first such twelve (12) month period shall be deemed to commence on the first (1st) day of the month following the calendar month in which the Rent Commencement Date falls unless the Rent Commencement Date is the first day of a month.
- (GG) "Opening Date": On or before February 1, 2021
- (HH) "Rate": Twelve (12%) percent per annum, but in no event higher than the highest rate enforceable by Laws.
- (II) "Rent": All Minimum Rent, Operating Costs, Taxes, Landlord's Insurance, and all other costs, expenses, sums, amounts, and charges payable or reimbursable under this Lease by Tenant.
- (JJ) "Rent Inducements": The combined aggregate dollar amount of: (i) all improvements, alterations, construction or Work to the Premises performed by or on behalf of Landlord in conjunction with this Lease or Tenant's Permitted Use, including, without limitation, such improvements, alterations, construction or Work as is described in Exhibit "D"; plus (ii) all real estate brokerage commissions paid or incurred by Landlord with respect to this Lease; plus (iii) the Tenant Improvement Allowance, if any.
- (KK) "Signs": All Tenant lettering, signs, awnings, advertising matter, or any other items of any kind on the roof, door, windows, store front, or the exterior of the Premises or Common Areas, including any pylon or monument sign for the Shopping Center.
- (LL) "Special Stipulations": Those Special Stipulations, if any, annexed to this Lease as Exhibit "L".
- (MM) "Taxes": All real estate taxes, ad valorem taxes, assessments (including, without limitation, general and special assessments for public improvements or benefits whether or not commenced or completed during the Lease Term, as same may be extended or renewed, sanitary and trash removal assessments, and all property owners', association, subdivision, and all other types of public, quasi-public or private assessments, fees or exactions or similar charges of any nature whatsoever), water charges, sewer rents and all other taxes or any type of assessments whatsoever levied, assessed or imposed at any time by any municipal, county or state government or any other governmental authority or agency upon or against the Shopping Center or any portion thereof, and also any tax or assessment levied, assessed or imposed against the Shopping Center or any portion thereof at any time by any governmental authority in connection with any franchise or the receipt of any income, rent or profit from the Shopping Center to the extent that same shall be in lieu of all or a portion of any of the aforesaid taxes or assessments upon or against the Shopping Center, sales or use tax imposed by any Laws by reason of or in any way related to the occupancy or Permitted Use or the payment of rental therefor by Tenant, and all tax protest charges and fees.
- (NN) "Tenant Plans": The plans and specifications for the Tenant Work prepared in accordance with Paragraph 3.8.
- (OO) "Tenant Repairs": All repairs, replacements, rebuilding, painting, cleaning and maintenance, foreseen or unforeseen, ordinary or extraordinary, which are not expressly defined as Landlord Repairs, to the Premises and all portions thereof, including, without limitation, all trade fixtures and other fixtures and equipment contained in or on the Premises, all improvements and alterations to the Premises, the exterior and interior portions of all windows, doors, glass, plate glass, store fronts, locks, hardware, Signs, or any casing, frames, or caulking which support or surround same, any damages caused by wood-destroying organisms, all grease traps, and all plumbing, sewerage, drainage (including free flow up to the connection to the main sewer line), fire protection sprinkler, electrical serving the Premises (whether or not located within the Premises), heating, ventilating and air-conditioning equipment and systems whatsoever whether located on the exterior, or in the interior, or within or on the walls, of the Premises, and all interior walls, wall treatments, floors, ceilings and ceiling systems, and all elevators and escalators exclusively serving the Premises.
- (PP) "Tenant Work": All work, labor or services done, or materials furnished, for any work or construction performed by or on behalf of Tenant to the Premises with respect to or in conjunction with Tenant's initial preparation, or occupancy, of the Premises, all performed and governed in accordance with the terms of Paragraph 3.8.
- (QQ) "Unamortized Portion": The remaining balance on the date of the Tenant Default of the portion of the Rent Inducements, calculated as if the Rent Inducements were paid monthly over the Lease Term, together with interest compounded monthly thereon at the rate of ten (10%) percent per annum. By way of example, if the Rent Inducements equal One Thousand and No/100 (\$1,000.00) Dollars and the Lease Term is for five (5) years, the Unamortized Portion of Rent Inducements at the end of the third (3rd) year of the Lease

Term equals Four Hundred Sixty and 44/100 (\$460.44) Dollars.

- (RR) "Utilities": All water, water pressure, gas, electricity, fuel, light, heat, power, telephone, cable, internet service, sewerage service, trash removal, sanitary charges and assessments, security protection, or any other utilities or services attributable to or servicing the Premises or Shopping Center.
- (SS) "Work": All work, labor or services done, or materials furnished for any work, repair, rebuilding, replacement, painting, cleaning, maintenance, improvement, alteration or addition to the Premises or the Shopping Center, including without limitation, Compliance Work, Landlord Repairs, Tenant Repairs and Tenant Work.

1.2 EXHIBITS. The Exhibits enumerated in this Paragraph 1.2 (if used) and attached to this Lease are incorporated in this Lease by this reference and are to be construed as part of this Lease:

- Exhibit "A": Legal Description of the Shopping Center.
Exhibit "B": Site Plan of the Shopping Center.
Exhibit "C": Sign Criteria.
Exhibit "D": Rules and Regulations.
Exhibit "E": Prohibited Uses
Exhibit "F": Acknowledgment of Delivery of the Premises.
Exhibit "G": Lease Term Declaration.
Exhibit "H": Special Stipulations.
Exhibit "I": Personal Guaranty.

ARTICLE II RENT

2.1 MINIMUM RENT. (A) Tenant shall pay the Minimum Rent to Landlord at Landlord's address set forth above, or at such other place as Landlord may designate from time to time, without notice or demand therefor, and without any abatement, deduction, diminution or set-off whatsoever, punctually in advance on the Rent Commencement Date and the first (1st) day of each succeeding calendar month throughout the Lease Term, as same may be extended or renewed. If mailed, the Minimum Rent and all other payments under this Lease shall be mailed in sufficient time and with adequate postage thereon to be actually received by Landlord not later than the due date. A pro rata monthly installment of the Minimum Rent shall be due for the first (1st) month of the Lease Term if the Rent Commencement Date is a day other than the first (1st) day of a calendar month, and for the last month of the Lease Term if the Lease Term for any reason terminates on a day other than the last day of a calendar month. Tenant agrees to pay as additional Rent any sales, use, or rent tax or other tax imposed upon Rent or other payments under this Lease or imposed upon Landlord based upon Rent or other payments by Tenant to Landlord; however Tenant shall not be required to pay any income tax of Landlord.

2.2 SECURITY DEPOSIT. Simultaneously with the execution hereof, Tenant has deposited the Security Deposit with Landlord. The amount of the Security Deposit may be increased in accordance with the terms of Paragraph 9.1. Tenant hereby grants Landlord a security interest in the Security Deposit. The Security Deposit represents security for the faithful performance and observance by Tenant of all terms and covenants of this Lease. In the event of any Tenant Default, including, without limitation, the payment of any Rent, Landlord may, but shall not be required to, use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any of the Rent, or for any other sum which Landlord may expend or be required to expend by reason of or related to such Tenant Default, including, without limitation, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrue before or after summary proceedings, or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms and covenants of this Lease, the Security Deposit (or the balance thereof in the event Landlord has utilized any portions thereof) shall be returned to Tenant upon request therefor from Tenant after the occurrence of both (A) the Termination Date, and (B) physical delivery of possession of the entire Premises by Tenant to Landlord. Whenever and as often as the amount of Security Deposit shall be diminished by Landlord's application thereof, Tenant shall, within five (5) days after Landlord's request therefor, deposit additional money with Landlord sufficient to restore the Security Deposit to its original amount. The Security Deposit shall not constitute liquidated damages. No interest shall be payable to Tenant related to the Security Deposit. Landlord may commingle the Security Deposit with any of Landlord's other funds. In the event of sale or transfer of the Premises, or any cessation of Landlord's interest therein, Landlord may assign any unapplied portion of the Security Deposit to the succeeding owner of the Premises, and from and after such assignment, Landlord shall be relieved of any liability with respect thereto, and Tenant shall look solely to such new owner for the return of the Security Deposit.

2.3 PERCENTAGE RENT. Intentionally omitted.

2.4 RENT INDUCEMENTS. The Rent Inducements are absolutely and irrevocably due and payable by Tenant to Landlord on the Effective Date as accrued and presently due additional rent, and not as damages or a penalty. Based upon the covenant of Tenant to perform all obligations of Tenant under this Lease throughout the entire Lease Term in timely and exact accordance with the terms of this Lease, Landlord has agreed to defer the right to receive payment of the Unamortized Portion of the Rent Inducements until the date of the Tenant Default, rather than at the Effective Date. Nothing contained in this Lease shall create any Rent Inducements, except to the extent that Rent Inducements are expressly provided for in this Lease. The recovery of Rent Inducements is not an exclusive remedy available to

Landlord in the event of Tenant Default, but is an additional remedy.

2.5 INITIAL PAYMENT. \$4,148.63 which shall be applied to rent owed for the month 7 under this Lease.

ARTICLE III PREMISES

3.1 PREMISES DEMISED. The Premises are located in the Shopping Center. The Shopping Center does not include any contiguous improved land, as such contiguous improved land may be from time to time configured or reconfigured, unless Landlord affirmatively elects to include within the Shopping Center any such contiguous improved land, and Landlord may elect, from time to time, to subsequently include any contiguous improved land within the Shopping Center for purposes of use restrictions, the payment or calculation of all or any combination of Tenant's Proportionate Share of Common Area Maintenance, Taxes or Landlord's Insurance, or for any other purpose or purposes whatsoever. The Premises are demised and leased subject to all Laws, and the state of title of the Shopping Center, and any facts which an accurate survey may disclose, together with all Mortgages (hereafter defined), easements, agreements, encumbrances, restrictions, and all other liens, charges or other matters of any nature, recorded or unrecorded, affecting the Premises or the Shopping Center, including, without limitation, all cross easements, declarations, reciprocal easements, and restrictions and easements of any nature which now or hereafter encumber the Shopping Center or any portion thereof. Notwithstanding the definition or description of the Premises or the method of calculation of the gross leasable square footage of the Premises, the Premises do not include the right of any usage whatsoever of the exterior walls, roof or the land beneath the Premises, and Tenant shall not attach or place anything on the roof or exterior walls of the Premises, and Tenant shall not have access to the roof. No rights, licenses or easements are created hereunder, except as expressly demised hereunder, and no easement for light or air is leased with or included in the Premises.

3.2 DELIVERY AND ACCEPTANCE OF POSSESSION. On or before the Opening Date, Tenant shall open the entire Premises to the general public, fully-fixture, fully-staffed and fully-stocked, for the purpose of conducting the business described in Subparagraph 1.1(Q). Tenant has examined the Premises and the Shopping Center, to the extent that the construction thereof has been completed as of the Effective Date, and Tenant has reviewed and approved Exhibit "H", which describes the initial Work, if any, to be performed by Landlord with respect to construction of the Premises and the Shopping Center, and Tenant shall accept the Premises and the Shopping Center in the condition in which the Premises and Shopping Center are completed in accordance with Exhibit "H", and Landlord has made no representation or warranty, express or implied, as to the condition thereof, or as to the suitability of the Premises for the conduct of Tenant's business, except as expressly provided herein, or the effect of any Laws thereon. Unless Exhibit "H" expressly describes specific initial Work to be performed by Landlord before the Commencement Date, nothing contained in this Lease shall obligate Landlord to perform any Work. Tenant's initial occupancy of the Premises shall constitute complete acceptance by Tenant of the Premises and any improvements performed to the Premises by or on behalf of Landlord. Upon delivery of the Premises by Landlord to Tenant, Tenant shall sign an Acknowledgment of Delivery of the Premises in the form annexed hereto as Exhibit "F".

(B) Upon determination of the Rent Commencement Date, Landlord shall be entitled to prepare and deliver to Tenant a lease term declaration certificate (the "Lease Term Declaration"), substantially in the form annexed hereto as Exhibit "G". The Lease Term Declaration shall, among other things, establish the Commencement Date, the Rent Commencement Date, the Termination Date, the date that the first payment of Minimum Rent is due, and any other key dates. Tenant shall accept and agree to the terms of the Lease Term Declaration by executing a copy thereof and returning it to Landlord within seven (7) business days of the date thereof. Tenant's failure to sign the Lease Term Declaration and return it to Landlord as provided in this Paragraph 3.2 shall be deemed to be Tenant's acceptance of all of the terms set forth in the Lease Term Declaration, including, without limitation, the Commencement Date, the Rent Commencement Date, and the Termination Date set forth therein.

(C) In the event that Tenant fails to open the Premises for business as required in 3.2(A) above, fully fixture, stocked, and staffed on the Opening Date, then, unless such delay is caused or occasioned by Landlord, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect rent at the rate of Twenty-five and no/100 (\$ 25.00) Dollars per day for each and every day that Tenant shall fail to commence to do business as herein provided; said rent shall be in addition to the Minimum Rent and other charges otherwise provided for herein and is intended to contribute to the expense of monitoring Tenant's failure to open and shall not be deemed a penalty or liquidated damages.

(D) In the event that at any time during the Lease Term, or any extension or renewal thereof, Tenant should vacate, abandon, or desert the Premises or cease operating the store therein fully fixture, stocked and staffed for the Permitted Use, then, such event shall be a Tenant Default hereunder and Landlord shall have, in addition to all rights and remedies provided under Section 11.2 hereof, the right to collect not only the Rent and other sums otherwise provided for herein, but also additional rental at the rate of Fifty and no/100 Dollars (\$ 50.00) per day for each and every day that Tenant shall fail to do business within the Premises in accordance with the terms of this Lease; provided, however, that such additional rental shall not accrue during any period when the Premises are rendered untenable by reason of fire, casualty, or cause beyond Tenant's control and not resulting from the intentional or negligent acts or omissions of Tenant, its assignees, sublessees, servants, agents, employees, invitees, licensees, or concessionaires, or the servants, agents, employees, invitees, licensees, or concessionaires of Tenant's assignees or sublessees, and the failure to operate Tenant's store during such period shall not be deemed a Tenant Default hereunder. Said additional rent is intended to contribute to the expense of monitoring the occupancy of the Premises and shall not be deemed a penalty or liquidated damages.

3.3 CONDUCT OF BUSINESS. Throughout the entire Lease Term, as same may be extended or renewed, Tenant shall continuously use and occupy all of the Premises for the business described in Subparagraph 1.1(Q), with due diligence and without interruption during such regular and customary business hours as such businesses are customarily kept open for business, which business hours shall in all events include the hours of 10:00 A.M. through 6:00 P.M., inclusive, at least Tuesday through Saturday, inclusive, during

the Lease Term, and any extensions or renewals thereof, excluding only Easter, Thanksgiving, Christmas and New Year's Day. Tenant shall at all times keep and maintain within the Premises an adequate number of employees and an adequate stock of merchandise and trade fixtures to service and supply the usual and ordinary demands of Tenant's customers, and Tenant shall at all times utilize Tenant's best efforts to transact the highest volume of business from the Premises. Nothing contained in this Lease is intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, nor to make them joint-venturers, nor to make Landlord in any way responsible for any debts or losses of Tenant. Tenant shall not, during the Lease Term, as same may be extended or renewed, directly or indirectly, or through a parent, subsidiary, or affiliated company or party, operate another store or business within a radius of five (5) miles of the Premises.

3.4 PERMITTED USE. The Premises shall be used only for the purposes described in Subparagraph 1.1(Q) and for no other purposes whatsoever and only under the trade name described in Subparagraph 1.1(E). Tenant shall, at Tenant's expense, keep the Premises and the immediately adjacent Common Areas free of rubbish, and in a clean and orderly condition. This Lease does not contain any restrictive covenants or exclusive use provisions, express or implied, in favor of Tenant or with respect to the Shopping Center. Tenant shall not use the Premises or any portion thereof in any manner which violates any exclusive rights granted to any other tenant or tenants in the Shopping Center, nor in any manner which violates any restrictive covenant or other restriction or covenant which now or hereafter encumbers the Shopping Center. Notwithstanding any provision in the Lease to the contrary and without broadening the Permitted Use, in no event shall Tenant use or allow the use of the Premises for any use or purpose set forth in Exhibit "E" annexed hereto. Notwithstanding anything contained herein to the contrary Landlord represents and warrants that the property is properly zoned to allow Tenant to operate as the permitted use described in Subparagraph 1.1(Q) and that there are no existing restrictions, covenants or exclusives precluding Tenant's permitted use or any portion thereof.

3.5 COMPLIANCE WITH LAWS. (A) Landlord shall, at all times during the Lease Term, as same may be extended or renewed, perform all repairs, replacements, alterations or additions necessary to comply with all Laws with respect to the Premises (the "Compliance Work") which is applicable to (i) the Premises in general, and is not in any way related to Tenant's particular or specific use or occupancy of the Premises, or (ii) any Hazardous Substance which was placed in, on or upon the Premises prior to the Commencement Date by any party other than Tenant or the Invitees of Tenant.

(B) Except with respect to those items of Compliance Work which are the responsibility of Landlord in accordance with the express terms of Subparagraph 3.5(A), Tenant shall not violate, nor take any action or fail to take any action which would result in Landlord or the Premises being in violation of, any Laws, whether or not the Laws relate to or be for a period prior to the Commencement Date, or relate to or involve any extraordinary or ordinary, or structural or non-structural, Compliance Work of or to any structure upon or adjacent to the Premises, irrespective of whether the Laws or Compliance Work be of a kind that might be deemed to be now within the contemplation of Landlord and Tenant, and Tenant shall, at all times during the Lease Term, as same may be extended or renewed, promptly comply with (i) all provisions, recommendations and requirements of any fire, liability or other insurer affecting or covering the Premises or the Shopping Center, or any part thereof, and (ii) all Compliance Work arising out of or related to Tenant's particular or specific use or occupancy of the Premises. Tenant shall, and does hereby, indemnify and hold harmless Landlord from and against all claims arising out of or related to the obligations of Tenant under this Subparagraph 3.5(B). Tenant shall promptly procure and thereafter maintain all licenses and permits which are necessary or desirable to maintain and operate the business of Tenant in the Premises.

(C) Notwithstanding anything contained in this Paragraph 3.5 to the contrary, in the event that the total cost of the Compliance Work (the "Compliance Cost") exceeds the aggregate sum of Minimum Rent for the Lease Year in which the need to perform the Compliance Work arises, the party obligated to perform the Compliance Work in accordance with the terms of this Paragraph 3.5 (the "Obligated Party") shall be entitled to elect to terminate this Lease rather than perform the Compliance Work, by giving written notice of termination to the other party, which notice must be given within twenty (20) days after the Obligated Party (i) becomes aware of the requirement for the Compliance Work, and (ii) ascertains the approximate or exact Compliance Cost. In the event that the Obligated Party terminates this Lease pursuant to this Subparagraph 3.5(C), the other party may, within ten (10) days after such receipt of notice of termination, agree to perform the Compliance Work at such other party's sole expense, in which event such termination shall be vitiated and this Lease shall continue in effect unless the other party fails to perform the Compliance Work within any applicable time limitation imposed by Laws.

3.6 ACCESS TO PREMISES. (A) Landlord shall be entitled to free access to the Premises at all times for purposes of inspecting, examining, showing or displaying the Premises, or placing "For Sale" notices upon the Premises, and also during the last ninety (90) days of the Lease Term (or commencing on such earlier date, if any, as Tenant advises Landlord that Tenant does not intend to extend or renew the Lease Term) for purposes of placing any "For Lease" notices on the Premises. Such notices shall not be removed, molested or hidden by Tenant.

(B) Landlord and all tenants, contractors and other designees of Landlord, including, without limitation, any provider of Utilities, shall be entitled to free access to the Premises to perform any Landlord Repairs, or to perform any Work, installation, repairs or maintenance to the Premises or any other portion of the Shopping Center, including, without limitation, access to the roof through the roof hatch and door, the ceiling and any area above the ceiling of the Premises, the area in or below the floor or floor slab of the Premises, the column spaces, chases, or any other areas in, on, over, under, adjacent to or near the Premises, for purposes of (i) inspecting such area or areas, or (ii) initially or subsequently installing, maintaining, repairing or servicing any Utilities, including, without limitation, lines, pipes, conduits or duct work or other items or fixtures, or any other Work. Regardless of whether Tenant is in the process of performing Work to the Premises or is in occupancy of the Premises, Tenant shall cooperate fully so as to allow such free access, and shall in no way interfere with, hinder, impede, block or prevent such access, and with respect thereto, Landlord shall endeavor in good faith to (x) furnish Tenant with prior notice of such access, (y) except in the event of emergency, cause such Work to be performed at such times and in such fashion so as to minimize unreasonable disruption of the business of Tenant, including endeavoring to cause such Work to occur during off-peak

business hours of Tenant or during night hours if such times are reasonably feasible, and (z) cause the party performing such Work to remove the majority of debris related to such Work on a daily basis.

(C) Any such entry or action under this Paragraph 3.6 shall not be deemed an actual or constructive eviction or disturbance of Tenant, nor shall Tenant be allowed any abatement of Rent of any sort, or damages for any injury or inconvenience occasioned thereby. Nothing contained in this Paragraph 3.6 or elsewhere in this Lease shall obligate Landlord in any fashion under any circumstances to enter or inspect the Premises.

3.7 QUIET ENJOYMENT. Tenant, upon paying the Rent, and in observing and keeping all covenants of this Lease on the part of Tenant to be observed and kept, shall quietly have and enjoy the Premises during the Lease Term, as same may be extended or renewed, without hindrance or molestation by anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

3.8 TENANT WORK. Tenant shall not perform any Tenant Work without first: (A) submitting to Landlord the Tenant Plans in reasonable detail with respect to any proposed Tenant Work, and (B) obtaining Landlord's prior written approval thereof. In order to obtain Landlord's approval of the Tenant Plans, Tenant shall, either prior to, on or promptly after the Commencement Date, at the sole cost and expense of Tenant, prepare and submit to Landlord two (2) copies of a complete set of the Tenant Plans, which Tenant Plans shall include a complete set of construction documents, including, without limitation, plans and specifications, floor plans, and complete detail work describing the proposed Tenant Work. In the event that Landlord disapproves the Tenant Plans, Landlord shall advise Tenant of the reasons that the Tenant Plans were disapproved, including recommendations as to changes which would make the Tenant Plans acceptable to Landlord. Upon receipt of such disapproval with such recommendations, if any, Tenant shall expeditiously re-prepare and re-submit the Tenant Plans to Landlord. Once Landlord and Tenant agree upon the Tenant Plans, then the Tenant Plans shall be deemed to be final. Once the Tenant Plans are final, the Tenant Plans shall not be modified or amended without the prior written consent of Landlord. Provided that the Tenant Plans are finalized in accordance with this Paragraph 3.8, then Tenant shall, at the sole cost and expense of Tenant, expeditiously, diligently and in good faith promptly commence and promptly complete the Tenant Work. For purposes of this Paragraph 3.8, the phrase "complete" shall be deemed to mean: (i) construction of the Tenant Work has been completed in accordance with the Tenant Plans; and (ii) a permanent certificate of occupancy has been issued by the appropriate governmental authority with respect to the Tenant Work. All repairs to the Tenant Work shall be Tenant Repairs. Any Tenant Work shall remain upon the Premises upon termination of this Lease unless Landlord at Landlord's option shall require the restoration of the Premises to the condition thereof on the Commencement Date, in which event Tenant shall so restore the Premises prior to the Termination Date. All of the Tenant Work shall comply with all Laws, and shall be performed in a good and workmanlike manner. Tenant shall pay for all of the Tenant Work, and Tenant shall prevent any mechanic's or materialman's liens being filed with respect thereto. With respect to all Tenant Work, Tenant shall adhere to the Tenant Improvement Guidelines set forth in Exhibit "G" annexed hereto.

3.9 RELOCATION. Intentionally omitted.

ARTICLE IV COMMON AREAS AND DEVELOPMENT

4.1 COMMON AREAS. Landlord hereby grants to Tenant a non-exclusive license to use the Common Areas, such usage to be in common with the usage of Landlord and the other tenants of the Shopping Center and any Invitees of Landlord and the other tenants of the Shopping Center. Notwithstanding any other provision of this Lease to the contrary, Landlord shall be entitled to designate specific areas or spaces in the parking lot of the Shopping Center for the parking of automobiles and other vehicles of Tenant and Tenant's employees, and upon such designation Tenant and Tenant's employees shall park their automobiles and other vehicles in such areas or spaces only.

4.2 OPERATING COSTS. (A) Tenant shall pay to Landlord, without offset or deduction, as additional rent throughout the Lease Term, as same may be extended or renewed, on the first (1st) day of each month in advance, as set forth herein, the amount of Tenant's Proportionate Share of Common Area Maintenance, as provided in Subparagraph 4.2(B).

(B) For the period from the Rent Commencement Date until December 31 of the calendar year containing the Rent Commencement Date, Tenant shall pay to Landlord Tenant's Proportionate Share of Operating Costs in the amount set forth in Subparagraph 1.1(M), or in such other amount therefor as Landlord may designate. In the event that the amounts so paid by Tenant in the first (1st) or any subsequent calendar year for Operating Costs under this Paragraph 4.2 shall be (i) less than Tenant's Proportionate Share thereof, as determined by Landlord, the deficiency shall be paid by Tenant to Landlord within twenty (20) days after notice to Tenant of such determination, or (ii) more than Tenant's Proportionate Share thereof, as determined by Landlord, the excess shall be retained by Landlord and credited against the next sums due from Tenant under this Paragraph 4.2. Within one hundred fifty (150) days after the close of first (1st) calendar year and each calendar year thereafter, Landlord may furnish to Tenant a detailed statement of the cost of operating Costs for such calendar year, such statement to be prepared in accordance with generally accepted accounting practices and to include Tenant's Proportionate Share of the cost of Operating Costs for such calendar year computed as herein provided. Such statement shall also include a revised monthly sum to be paid by Tenant to Landlord during the remaining months of the then current calendar year. Any necessary adjustments shall be made thirty (30) days after delivery of such statement and Tenant shall thereafter during such calendar year, Tenant shall make payments of Tenant's Proportionate Share of Operating Costs in such amounts as are provided for in such statement herein until receipt of notice from Landlord of any change in such amounts. The purpose for which such payments of Tenant's Proportionate Share of Operating Costs shall be utilized shall be determined solely by Landlord.

4.3 DEVELOPMENT. Landlord shall have the unrestricted right to construct additional improvements in the Shopping Center or increase, reduce, eliminate, relocate or change the size, dimensions, design, height, number of stories or location of any Common Areas, buildings or other improvements in the Shopping Center, from time to time in any manner whatsoever as Landlord shall deem appropriate. Notwithstanding any provision of this Lease to the contrary, Landlord may temporarily close any part of the parking facilities or other portions of the Common Areas for such periods of time as may be necessary for (i) temporary use as a work area in connection with the construction of buildings or other improvements within the Shopping Center or contiguous property, (ii) repairs or alterations in or to the Common Areas or to any sewers, utility facilities or distribution lines located within the Common Areas, (iii) preventing the public from obtaining prescriptive rights in or to the Common Areas, (iv) security reasons, or (v) doing and performing such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas the Landlord shall elect, including but not limited to using part of the Common Areas for non-customer parking; provided, however, that Landlord shall use reasonable efforts not to unduly interfere with or disrupt Tenant's business.

ARTICLE V UTILITIES AND SERVICES

5.1 UTILITIES AND SERVICES. Landlord shall be entitled to either (A) cause Tenant to contract for and pay for all Utilities in Tenant's name, commencing on the earlier to occur of (i) the Commencement Date, or (ii) the date that Tenant or any designee of Tenant enters the Premises to commence any Work therein, and Tenant shall pay when due all costs, charges and deposits related to the hook-up, furnishing, consumption, maintenance and installation of all Utilities, or (B) furnish to Tenant such Utilities as Landlord elects, in which event Tenant shall promptly reimburse Landlord the full cost of such Utilities so furnished together with an administrative fee equal to fifteen (15%) percent of such cost. Landlord shall be entitled, but not required, upon the failure of Tenant to pay such Utilities, to pay any costs or charges for or related to any of the Utilities, whereupon such costs or charges, or Landlord's estimate of Tenant's Proportionate Share of such costs or charges, together with an administrative fee equal to fifteen (15%) percent of such amount which shall be payable by Tenant to Landlord upon demand, and shall constitute additional rent hereunder. Landlord shall have no liability to Tenant or any other party for any inadequacy, cessation, or interruption of any Utilities. Tenant shall not install or utilize any equipment which may or will exceed or overload the capacity of any Utilities furnished or servicing the Premises or Shopping Center.

ARTICLE VI REPAIRS AND MAINTENANCE

6.1 TENANT REPAIRS. (A) All Tenant Repairs shall be made promptly as and when needed by Tenant. Except for those items which are expressly defined as Landlord Repairs, Tenant shall keep and maintain the Premises and all buildings and improvements thereon and all portions thereof, throughout the Lease Term, as same may be extended or renewed, in first class order, condition and repair. All Tenant Repairs shall be performed at Tenant's sole expense with materials and labor of the kind and quality equal or superior to the original Work. Tenant shall keep in force at all times during the Lease Term, as same may be extended or renewed, with reputable professional contractors: (i) a standard maintenance agreement which requires at least a semi-annual inspection and maintenance of all heating, ventilating and air conditioning equipment, and (ii) a standard termite and pest control and extermination agreement which requires at least monthly inspection and treatment; Tenant shall provide copies of such agreements to Landlord. Tenant shall permit no waste, damage or injury to the Premises, or any part or system thereof. Tenant shall surrender the Premises at the expiration of the Lease Term, as same may be extended or renewed, broom clean and in as good condition as when received, or in such better condition as the Premises may be put during the Lease Term, as same may be extended or renewed, except only that deterioration caused by normal and ordinary wear and tear, or fire or other casualty not caused by Tenant.

(B) In the event that (i) Tenant fails to promptly perform the Tenant Repairs, (ii) Landlord, in the exercise of Landlord's sole discretion, determines that emergency Tenant Repairs are necessary or desirable, or (iii) Landlord Repairs or Tenant Repairs are made necessary by any act or omission or negligence of Tenant or Invitees of Tenant, then in any of such events, Landlord shall be entitled, but not obligated, to perform or cause same to be performed without incurring any liability to Tenant for any damage caused thereby, and Tenant shall pay the cost thereof to Landlord upon demand, as additional rent.

6.2 LANDLORD REPAIRS. Landlord shall make necessary Landlord Repairs only. Landlord has delivered exclusive control of the Premises to Tenant, and Landlord shall have no obligation to inspect the Premises. Tenant shall promptly report in writing to the property manager of Landlord any need for Landlord Repairs, and failure to so report shall make Tenant liable to Landlord for any liability or damage incurred by Landlord arising out of or related thereto. Landlord's obligation for Landlord Repairs is expressly conditioned upon actual receipt by Landlord's property manager of written notice of the need for such Landlord Repairs, and upon actual receipt of such notice Landlord shall commence such Landlord Repairs within a reasonable time. In no event shall Tenant be entitled to withhold or offset any payment of Minimum Rent or any other sum payable under this Lease due to any breach by Landlord of this Paragraph 6.2 or any other provision of this Lease.

6.3 FIXTURES AND PERSONAL PROPERTY. All trade fixtures installed in the Premises by Tenant may be removed at any time by Tenant prior to the termination of this Lease provided that there is no Tenant Default, and further provided that Tenant, at Tenant's sole expense, simultaneously restores any damage to the Premises caused by such removal. All Signs, carpeting, floor covering and other fixtures and equipment installed in the Premises by Tenant shall, at the option of Landlord, be promptly removed by Tenant on termination of this Lease, whereupon Tenant shall promptly restore any damage to the Premises caused by such removal; provided,

however, that in the event that Landlord does not so elect to cause Tenant to remove any of such Signs, carpeting, floor covering, fixtures or equipment, all of such items remaining on the Premises shall become the sole property of Landlord upon the termination of this Lease, without the necessity of further documentation.

6.4 ALTERATIONS BY TENANT. Tenant shall not alter the Premises or any part thereof without first: (A) submitting to Landlord written plans and specifications in reasonable detail of any proposed alterations, and (B) obtaining Landlord's prior written approval thereof. All repairs to such alterations shall be Tenant Repairs. Any such alterations shall immediately upon installation become the property of Landlord and shall remain upon the Premises upon termination of this Lease unless Landlord at Landlord's option shall require the restoration of the Premises to the condition thereof on the Commencement Date, in which event Tenant shall so restore the Premises prior to the termination of this Lease.

6.5 LIENS. Tenant shall promptly pay for all Work performed by or on behalf of Tenant or any party holding the Premises through or under Tenant, and Tenant shall not permit any mechanic's, materialman's or any other type of lien or claim of lien to be filed against the Premises or Shopping Center by reason of or related to any Work supplied or claimed to have been supplied to Tenant or any party holding the Premises through or under Tenant. In the event that any such mechanic's, materialman's or other lien or claim of lien shall at any time be filed against or affecting Landlord, the Premises or the Shopping Center, whether said lien or claim of lien be valid or not, Tenant shall indemnify and hold Landlord harmless from same and shall, within ten (10) days after notice of the filing thereof, cause such lien to be canceled and discharged of record. Nothing in this Lease shall be construed in any way as: (A) constituting the consent, authorization or request, express or implied, of Landlord to any contractor, subcontractor, laborer, mechanic, materialman or any other party for the performance of any Work to or for the benefit of Landlord, or (B) giving Tenant the right, power or authority to act as agent of Landlord or on behalf of Landlord in causing, contracting for or permitting any Work.

ARTICLE VII SIGNS

7.1 SIGNS. Tenant shall not place or maintain any Signs on the Premises or Common Areas without first obtaining written consent from both Landlord and all governmental bodies having jurisdiction thereof. Tenant shall fully and finally install and complete installation of exterior store front signage, in compliance with terms of this Paragraph 7.1 and all other provisions of this Lease, no later than the later to occur of (A) sixty (60) days after the Commencement Date, or (B) thirty (30) days after the Opening Date. Those Signs which both comply with this Paragraph 7.1 and are within the criteria for Signs set forth in Exhibit "C" annexed hereto are deemed approved by Landlord. All Signs shall be Tenant Repairs and shall comply with all Laws. In the event that Landlord elects to remodel or renovate all or a substantial portion of the Shopping Center, Landlord shall be entitled to require Tenant to replace any or all of such Signs with such substitute Signs as are furnished by Landlord, at the sole expense of Landlord, provided that such Signs so furnished by Landlord are consistent with the overall remodeling or renovation plan of Landlord.

ARTICLE VIII INSURANCE, INDEMNITY, DAMAGE AND DESTRUCTION

8.1 INSURANCE. A. Tenant shall maintain during the Lease Term, beginning on the Effective Date:

(i) Commercial general liability insurance (at least as broad as the most commonly available ISO form) to include contractual liability and with limits of not less that \$1,000,000.00 per occurrence, and \$2,000,000.00 general aggregate;

(ii) Comprehensive Automobile liability (if any automobile is to be used in or around the Premises or Shopping Center) with limits of liability of not less that \$1,000,000.00 each accident;

(iii) Workers Compensation Insurance as required by statute, and Employer's Liability insurance in the amount of at least \$500,000.00 for any one accident or disease;

(iv) Plate-glass insurance covering all plate glass in the Premises and the storefront thereof; and

(v) Special Form Causes of Loss insurance (with coverage at least as broad as ISO CP 0030) covering Tenant's inventory, personal property, business records, furniture, floor coverings, fixtures and equipment, and all work installed by Tenant for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, explosion, business interruption, and water damage of any type, including sprinkler leakage, and bursting and stoppage of pipes. Tenant's property damage insurance shall include 100% full insurable replacement value with no coinsurance penalty and a Business Income endorsement.

(B) Tenant's policies shall be endorsed to name Landlord, Landlord's lender, Landlord's property manager and such other person or firms as shall be specified by Landlord as additional insureds. All insurance coverage required herein shall be with companies and in forms satisfactory to Landlord (companies licensed to do business in the State of Georgia with a Bests rating of A-/X or better shall be deemed satisfactory). Tenant shall deliver acceptable evidence of such insurance (ACORD 27 certificates) to Landlord upon delivery of the Premises to Tenant reflecting that the policies shall not be canceled without thirty (30) days prior notice to Landlord. If Tenant is performing any work for Tenant's improvements, prior to the delivery of the Premises the Certificate shall be delivered to Landlord prior to

commencement of the improvements. If Tenant fails to obtain the necessary coverages, Landlord may do so and charge Tenant therefore as part of Rent. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies or those that should have been insured as required by this Lease, and waive all rights of subrogation or their prospective insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder. Every policy of insurance to be carried by Tenant hereunder shall contain a clause that such policy and the coverage evidenced thereby shall be primary and non-contributory with respect to any policies carried by Landlord (or any additional insureds) and that any coverage carried by Landlord shall be excess insurance.

8.2 INDEMNITY. (A) Tenant shall, and does hereby, indemnify, release and save harmless the Landlord Group and all other parties from and against all claims arising out of or related to (i) any loss of life, or personal injury or property damage, including, without limitation, any water damage or other damage arising out of or related to any Utilities or water leakage from such premises, if any, as may be above the Premises, (ii) this Lease, or (iii) any transaction or occurrence in, on, upon or near or involving the Premises, Common Areas or Shopping Center or the occupancy or use thereof, including, without limitation, any claims arising out of or related to any access to any areas on or above the ceiling of the Premises or in the floor slab, if any, above the Premises, or any loss of business, or any water damage or any other damage to person or property arising out of or related thereto.

(B) Tenant shall store, sell and use Tenant's property, fixtures, inventory and equipment, and shall use and occupy the Premises and all other portions of the Common Areas and Shopping Center at Tenant's own risk, and Tenant shall and does hereby release the Landlord Group from and against any claims of any nature arising out of or related thereto.

(C) This Paragraph 8.2 shall survive the termination of this Lease.

8.4 DAMAGE BY FIRE OR OTHER CASUALTY. Tenant shall immediately notify Landlord of any damage or destruction to the Premises. In the event that (A) by reason of any damage or destruction, the Premises are rendered wholly untenable, (B) the Premises are damaged or destroyed as a result of a casualty, event or risk as to which Landlord does not receive adequate proceeds from Landlord's Insurance to complete any work required of Landlord in this paragraph, (C) the Premises are damaged or destroyed in whole or in part during the last twelve (12) months of the Lease Term, as same may be extended or renewed, (D) the building of which the Premises are a part (whether the Premises are damaged or not) or the buildings which then comprise the Shopping Center should be damaged or destroyed to the extent that the total cost to restore damage or destruction to the Premises (the "Restoration Cost") equals or exceeds thirty (30%) percent of the monetary value of such buildings at the time of such damage or destruction, or (E) any buildings or Common Areas are damaged or destroyed, whether or not the Premises are damaged or destroyed, to such an extent that the Shopping Center cannot, in the sole judgment of Landlord, be profitably operated as an integral unit, then, in any of such events, Landlord may elect either to (i) restore the damage or destruction to the Premises (provided that Landlord's obligation to so restore shall not exceed in scope or expense the initial Work done by Landlord with respect to the Premises prior to the Commencement Date), whereupon the Minimum Rent shall be abated proportionately as to that portion of the Premises rendered untenable during the period of such restoration, or (ii) terminate this Lease by notice of termination delivered to Tenant at any time after the occurrence of such damage or destruction, whereupon this Lease shall expire upon the date set forth in such notice, and Tenant shall vacate and surrender the Premises to Landlord on such date. Landlord shall give notice to Tenant of such election within sixty (60) days after the occurrence of such damage or destruction. In the event that Landlord performs any restoration as provided hereunder, any abatement of rent shall end when the Premises have been substantially restored. In the event of abatement of Minimum Rent as expressly provided in this Paragraph 8.4, there shall be no abatement of additional rent or any other sums payable by Tenant under this Lease. In the event that the damage or destruction is caused by any act, omission or negligence of Tenant or any Invitees of Tenant, there shall be no abatement of Minimum Rent. Notwithstanding anything contained in this Paragraph 8.4 to the contrary, in the event that the Restoration Cost exceeds the aggregate sum of Minimum Rent for the Lease Year in which the damage or destruction occurs, Landlord shall be entitled to terminate this Lease rather than perform such restoration, by giving notice of termination to Tenant, which notice must be given within twenty (20) days after Landlord (x) becomes aware of such damage or destruction, and (y) ascertains the approximate or exact Restoration Cost. Tenant shall reopen the Premises for business within five (5) days after restoration thereof. Landlord shall not be obligated to obtain or maintain any Landlord's Insurance of any nature, and nothing contained in Paragraph 8.1 or in this Paragraph 8.4, or any other paragraph in this Lease, shall be deemed to obligate Landlord to obtain or maintain any Landlord's Insurance of any nature.

ARTICLE IX ASSIGNMENT, SUBLETTING AND SUCCESSORS

9.1 ASSIGNMENT AND SUBLETTING. Without the express prior written consent of Landlord, neither Tenant, nor Tenant's legal representatives or successors in interest by operation of Laws or otherwise, shall directly or indirectly assign this Lease or any interest therein, or sublet all or any portion of the Premises, or use or permit the Premises or any portion thereof to be used, occupied or managed by any party or parties other than Tenant. For purposes of this Paragraph 9.1, an assignment of this Lease, as prohibited hereunder, shall include, without limitation: (A) any voluntary or involuntary transfer, including, without limitation, any transfer by operation of Laws, (B) any merger, consolidation or liquidation involving Tenant or any stock or ownership interest of Tenant, (C) any entry into or change in any license, concession, management or operating agreement or arrangement with respect to the management of the business conducted on the Premises, (D) in the event that Tenant is a partnership, a transfer of a general partnership interest or a majority of limited partnership interests, or the right to vote such interest or interests, (E) in the event that Tenant is a limited liability company, a transfer of a majority of the ownership interest of Tenant, or (F) in the event that Tenant is a corporation whose stock is not listed on a nationally recognized security exchange, one (1) or more sales or transfers of stock, or of the right to vote such stock, by operation of Laws or otherwise, or creation of a new stock, by which an aggregate of fifty (50%) percent or more of Tenant's stock or the right to vote such stock shall be vested in a party or parties who are non-stockholders of Tenant as of the Effective Date, which stock ownership shall be determined in accordance with the principles set forth in Section 544 of the Internal Revenue Code of 1986, and the term "right to vote"

shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation. Consent to any assignment or sublease shall not vitiate or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. In the event that Tenant shall desire to assign this Lease or sublet the Premises or any portion thereof, then Tenant shall: (i) promptly notify Landlord in writing of such desire, identifying of such assignee or subtenant, and furnishing Landlord with complete financial and business information about such proposed assignee or subtenant, and (ii) simultaneously pay to Landlord a non-refundable processing fee in the amount of One Thousand and 00/100 Dollars (\$1,000.00). Upon receipt of a request to assign or sublet as set forth in the immediately preceding sentence, Landlord shall be entitled, at Landlord's sole option, to approve or disapprove such assignment or sublease. Any assignment or sublease which is not consented to by Landlord shall be void *ab initio*. As a condition precedent to the effectiveness of any assignment of this Lease by Tenant, the assignee shall, simultaneously with such assignment, deposit with Landlord such additional Security Deposit in such amount as is deemed appropriate by Landlord to address any unbilled or future liabilities or contingent obligations of such assignor or assignee, which shall be held by Landlord in accordance with the terms of Paragraph 2.2; such additional Security Deposit shall be in addition to, and shall increase the amount of, the initial Security Deposit described in Subparagraph 1.1(P) initially deposited by the original Tenant under this Lease. Tenant shall, upon any assignment or subletting, furnish Landlord with a true and complete copy of all assignment or sublease documents, and shall advise Landlord of all rental amounts pursuant to such assignment or sublease. Subtenants or assignees shall not prepay any rental to any party other than Landlord more than one (1) month in advance, and shall become, at Landlord's option, liable directly to Landlord if Landlord so elects. In the event that this Lease is assigned or sublet, Landlord may, and is hereby empowered, at Landlord's option, to collect rent directly from the assignee or subtenant; in the event that Landlord does so collect rent from such assignee or subtenant, Landlord shall apply the net amount received by Landlord to the Rent payable by Tenant, and no such receipt of such rent shall be deemed to be: (x) a waiver of the covenant herein against assignment and subletting, (y) an acceptance of the assignee or subtenant as Landlord's tenant, or (z) a release of Tenant from the obligations of Tenant under this Lease. Notwithstanding anything contained in this Lease to the contrary, no subtenant or assignee may exercise, and Tenant shall have no right to exercise, for the benefit of any such assignee or subtenant, any expansion option, right of first refusal option, renewal or extension option, or similar option or rights under this Lease. No subtenant or assignee shall be entitled to further assign any interest under this Lease, or sublet all or any portion of the Premises without the express prior written consent of Landlord. In the event that this Lease shall be assigned or the Premises sublet by Tenant at a rental rate, including, without limitation, minimum rent and all other sums payable thereunder, that exceeds the Minimum Rent to be paid to Landlord by Tenant hereunder, or Tenant receives any other consideration related thereto, then and in such event one-half (1/2) of all such excess over the Minimum Rent shall be immediately paid to Landlord by Tenant upon receipt by Tenant as additional rent due from Tenant to Landlord. Tenant shall in all events remain fully liable to Landlord for all obligations of Tenant under this Lease, regardless of any assignment or subletting or any consent by Landlord thereto. Notwithstanding anything contained herein to the contrary, Tenant may sublet or license the Demised Premises with Landlord's reasonable consent to subtenants for the operation of the Permitted Use.

9.2 **SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, legal representatives and assigns; provided however, that no assignment or subletting by, through or under Tenant in violation of Paragraph 9.1 shall vest in such assignee or subtenant any right, title or interest whatsoever. If Tenant is a corporation, partnership or other entity, the person(s) signing this Lease on behalf of such entity has full authority from such entity to sign this Lease and obligate the entity hereunder and the said person(s) and the entity shall be jointly and severally liable for all rent and other amounts that may be due and owing to Landlord under the terms of this Lease. Upon any sale or conveyance of the Premises, the Landlord named herein shall be, and hereby is, entirely freed and relieved of all covenants and obligations of Landlord hereunder arising or occurring on or after such sale or conveyance.

ARTICLE X CONDEMNATION

10.1 **CONDEMNATION.** In the event of condemnation of all of the Premises, this Lease shall terminate as of the date of vesting of title. In the event of condemnation of any portion, but not all, of the Premises (A) then, effective as of the date of vesting of title, the Minimum Rent shall be abated in an amount thereof apportioned according to the area of the Premises so condemned, and (B) Landlord, whether or not the Premises be affected, may, at Landlord's option, terminate this Lease by notifying Tenant of such termination; if Landlord elects not to so terminate this Lease, this Lease shall be and remain unaffected by such condemnation, except that the Minimum Rent shall be abated to the extent, if any, hereinbefore provided. In the event of any condemnation of all or a portion of the Premises, Tenant shall be entitled to an award for Tenant's moving expenses and the leasehold improvements placed on the Premises by Tenant at Tenant's expense; Landlord shall be entitled to receive the balance of the award in such condemnation proceeding, including, without limitation, any award for the value of the unexpired portion of the Lease Term and the interest vested by this Lease in Tenant, and Tenant hereby expressly and irrevocably assigns to Landlord all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award. Any restoration to the Premises made necessary by such condemnation shall be performed by Tenant at Tenant's sole expense.

ARTICLE XI DEFAULT

11.1 **TENANT DEFAULT.** A "Tenant Default" shall mean the occurrence of any one (1) or more of the following events, situations or occurrences, each of which shall be deemed to be material default and breach of this Lease by Tenant: (i) Landlord does not actually receive any payment of the full amount of Rent or any other payment or reimbursement due hereunder punctually on the due date thereof, (ii) Tenant fails to fully and punctually observe or perform any of the terms or covenants of this Lease, (iii) any representation,

statement or warranty made by Tenant orally, in this Lease, or in any information sheet or document furnished by Tenant or any guarantor hereof with respect to the net worth, liabilities, assets or financial condition of Tenant or any guarantor hereof, or any other matters, shall be or prove to be untrue or misleading, (iv) Tenant shall be in default, in the payment of rent or otherwise, under another lease or leases with Landlord or any affiliate of Landlord, (v) the Abandonment of the Premises by Tenant ("Abandonment" is included but is not limited to, any absence by Tenant from the Premises for two (2) days or longer, unless specifically permitted by this Lease), or (vi) Tenant's failure to observe the minimum hours of operation established by Landlord, where such failure shall continue for a period of three (3) days after notice thereof from Landlord to Tenant (for purposes of this subsection (vi), Tenant shall not be deemed to have cured a default resulting from Tenant's failure to observe the minimum hours of operation established by Landlord if Tenant shall, within thirty (30) days after any purported cure, again fail to observe such minimum hours of operation).

11.2 **REMEDIES.** (A) Upon the occurrence of any one (1) or more events of Tenant Default, Landlord may, at Landlord's option, without any demand or notice whatsoever, except as expressly required in this Paragraph 11.2:

(i) Terminate this Lease by giving notice of termination and recover from Tenant all damages which Landlord may incur up to the date of termination, plus the sum which, at the date of termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds with maturities equal to that portion of the Lease Term commencing with the termination and ending on the Expiration Date "Remaining Term") of the excess, if any, of (x) the Rent which would have been payable hereunder by Tenant for the Remaining Term, over (y) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (y) above, all relevant factors shall be considered as of the time of termination, including, without limitation (aa) the length of time remaining in the Lease Term, (bb) the then-current market conditions in the general area in which the Premises are located, (cc) the likelihood of reletting the Premises for a period of time equal to the Remaining Term, (dd) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Premises are located, (ee) the vacancy levels in comparable quality buildings in the general area in which the Premises are located, (ff) the anticipated duration of the period that the Premises will be unoccupied prior to reletting, (gg) the anticipated cost of reletting, and (hh) the current levels of new construction that will be completed during the remainder of the Term and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall constitute liquidated damages to Landlord, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages that Landlord would suffer by virtue of Tenant Default and that the agreed-upon liquidated damages are not punitive or a penalty and are just, fair and reasonable, all in accordance with O.C.G.A. § 13-6-7;

(ii) Without terminating this Lease (disregarding whether the Lease terminates as a matter of law as a result of the execution of a Writ of Possession), Landlord may enter into and upon and take possession of the Premises and, remove persons and property therefrom, all without Landlord being deemed guilty of trespass or being liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof in Landlord's own name with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable, in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, attorney's fees and a proportionate share of brokerage fees and costs of alterations and repairs; third, to the payment of Rent then due and unpaid hereunder; and the residue, if any, shall be held by Landlord to the extent of and for application in payment of future Rent as same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions as Landlord deems necessary to re-let the Premises, and Tenant shall not receive credit therefor. In the event that such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the Rent then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord as often as the same shall arise, on demand. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous Tenant Default;

(iii) Allow the Premises to remain unoccupied and collect Rent from Tenant as it comes due; or

(vii) Pursue such other remedy or remedies as are available at law or equity, including, without limitation, an action for specific performance requiring Tenant to perform Tenant's obligations under this Lease.

The rights and remedies reserved to Landlord herein, including those not specifically described, shall be cumulative, and, except as provided by applicable Law in effect at the time, Landlord may pursue any or all of such rights and remedies, at the same time or otherwise, as well as any remedy allowed by law.

(B) The late payment by Tenant to Landlord of Minimum Rent or any other sums due hereunder shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, without limitation, processing, clerical and accounting charges, lost interest and late charges which may be imposed on Landlord by the terms of a Mortgage (hereafter defined). In the event that Landlord does not actually receive any installment of Minimum Rent or

any other sum due under this Lease by 5:00 p.m. on the due date thereof, Tenant shall pay to Landlord as additional rent, and not as a penalty, a late charge equal to ten percent (10%) of each such installment of Minimum Rent or other sum, or One Hundred and 00/100 Dollars (\$100.00), whichever is greater. In addition, Tenant shall pay to Landlord One Hundred and No/100 Dollars (\$100.00) for each check presented to Landlord in payment of Minimum Rent or other obligations hereunder which is not paid by the bank upon which such check is drawn.

(C) Landlord's pursuit of any remedy or remedies, including, without limitation, any one (1) or more of the remedies stated in Subparagraph 11.2(A), shall not (i) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other legal or equitable remedy or remedies separately or concurrently or in any combination, or (ii) serve as the basis for any claim of actual or constructive eviction, or allow Tenant to withhold any payments under this Lease.

(D) In the event of Tenant Default, any funds of Tenant held by Landlord may be applied by Landlord to any damages payable by Tenant, whether provided for herein or by Laws, as a result of such Tenant Default.

(E) Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar Landlord from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted.

(F) No termination of this Lease prior to the normal expiration thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to termination thereof. Tenant shall not vacate the Premises or exercise any right of termination arising out of any breach by Landlord of any provision of this Lease or the condition or state of repair of the Premises. No surrender of the Premises or any part thereof by delivery of keys or otherwise shall operate to terminate this Lease unless and until such termination is expressly accepted in writing by an authorized officer of Landlord.

(G) All Rent shall be deemed to be rental hereunder whether or not designated as such, which, if not promptly paid on or before the date due, time being of the essence, shall bear interest at the Rate, from the due date until paid. In the event that any amounts owing under this Lease by Tenant are collected by or with any assistance from or consultation with any attorney at law, whether or not such attorney at law is an employee of Landlord, Tenant shall pay as Landlord's attorney's fees fifteen (15%) percent of such amounts. Tenant shall pay all attorney's fees incurred by Landlord arising out of or related to any litigation, appeal or negotiation in which Landlord shall become involved in connection with this Lease or the use or occupancy of the Premises. Tenant waives all homestead rights and exemptions which Tenant may have under any Laws against any obligations owing under this Lease, and Tenant hereby assigns to Landlord all of Tenant's homestead and exemptions.

(H) The foregoing provisions of this Paragraph 11.2 shall apply to any renewal or extension of this Lease.

ARTICLE XII MORTGAGES

12.1 MORTGAGES. (A)

Without the need of any further documentation, this lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof which may now or hereafter affect Landlord's fee title to the Premises or Landlord's interest hereunder, and to any modifications, renewals, consolidations, extensions, or replacements of any of the foregoing (a "Mortgage"). The provisions of this Paragraph shall be self-operative; however, Tenant shall execute such documentation as Landlord or any Mortgagee may request from time to time in order to confirm the matters set forth in this Paragraph in recordable form. To the extent not expressly prohibited by Law, Tenant waives the provisions of any Law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted or completed. If any Mortgagee elects to make this Lease prior to the lien of its Mortgage, and if the Mortgagee under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant.

(B) Tenant shall, in the event of the exercise of the power of sale or deed in lieu of foreclosure under any Mortgage, attorn to and recognize such purchaser as landlord under this Lease; provided that such purchaser shall not be liable for any act or omission of any prior landlord or subject to any offsets or defenses which Tenant may have against any prior landlord or be bound by any amendment or modification of this Lease made without the prior written consent of the holder of such Mortgage (the "Mortgagee"). Should any Mortgagee require a separate agreement of attornment regarding the matters covered by this Lease, Tenant shall promptly, upon request, enter into any such attornment agreement.

(C) At any time and from time to time, Tenant shall, upon request from Landlord, execute, acknowledge and deliver to Landlord or any potential purchaser of the Shopping Center, or to any Mortgagee or potential Mortgagee, an estoppel certificate or statement in writing certifying to all or any part of the following information as Landlord shall request, provided that such facts are true and ascertainable: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modification), (ii) the specific itemized amounts of Rent under this Lease and the dates to which such amounts have been paid, and that there is no prepaid Rent, and the amount of Security Deposit, (iii) that the Premises have been satisfactorily completed, and that all conditions precedent to the validity and enforceability of this Lease have been fully satisfied, (iv) that Tenant has accepted possession of the Premises, that the Lease Term has commenced, that Tenant is occupying the Premises and operating Tenant's business full-time therefrom, and there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord, and (v) the actual Rent Commencement Date and Termination Date. Tenant's certificate or statement shall also contain such other information as may be reasonably or customarily required by the present or potential purchaser or Mortgagee, and shall be completed and delivered by Tenant as soon as practicable is no event more than ten (10) days after request therefor.

(D) In the event that, in connection with obtaining financing or refinancing for the Shopping Center, any banking, insurance or other recognized institutional lender shall request reasonable modifications to this Lease as a condition to such financing, Tenant shall

not unreasonably withhold, delay or defer Tenant's consent thereto, provided that such modifications do not materially increase the obligations of Tenant hereunder or materially adversely affect the interest of Tenant hereby created.

ARTICLE XIII RULES AND REGULATIONS

14.1 RULES AND REGULATIONS. The rules and regulations annexed hereto as Exhibit "E", and all rules and regulations which Landlord may hereafter from time to time adopt and promulgate for the government and management of the Shopping Center, are hereby made a part of this Lease and shall, during the Lease Term, as same may be extended or renewed, be fully observed and performed by Tenant as if such rules and regulations were contained herein as covenants on the part of Tenant to be performed. A breach of such rules and regulations by Tenant shall be a material Tenant Default.

ARTICLE IV MISCELLANEOUS

15.1 NO ESTATE IN LAND. This Lease shall create the relationship of landlord and tenant between the parties hereto, and no estate shall pass out of Landlord. Tenant has only a usufruct hereunder, not subject to levy and sale, and not assignable by Tenant except as expressly provided in Paragraph 9.1.

15.2 HOLDING OVER. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after expiration of the Lease Term or earlier termination thereof without Landlord's written consent (which may be withheld in Landlord's sole discretion), Tenant shall (a) occupy upon all of the terms and conditions of this Lease except that Tenant shall pay two hundred percent (200%) of the Rent in effect at the end of the Lease Term, (b) pay all damages sustained by Landlord by reason of such retention, and (c) indemnify, defend, and hold Landlord harmless from and against any loss or liability resulting from such holding over. Landlord's acceptance of Rent shall create only a tenancy at sufferance, upon the terms set forth in this Paragraph. Any such tenancy shall be terminable at any time by either party by notice to the other party given not less than ten (10) days prior to such termination. Nothing contained in this Paragraph shall be deemed or construed to waive Landlord's right of reentry or any other right of Landlord hereunder or at law, or as permission for Tenant to hold over.

15.3 RECORDING. Neither this Lease nor any memorandum thereof shall be filed or recorded in any public records without Landlord's express prior written consent.

15.4 NON-WAIVER. No failure by Landlord to timely bill Tenant for any payments hereunder, or to insist upon the strict performance, in any of one (1) or more instances, of any term, covenant or condition herein contained, shall be deemed to be a waiver of such term, covenant or condition, nor of any subsequent breach of the same or any other term, covenant or condition herein contained. Any subsequent acceptance by Landlord of any Rent shall not be deemed to be a waiver of any preceding Tenant Default other than the failure of Tenant timely to pay the particular sum so accepted, regardless of Landlord's knowledge of such preceding Tenant Default at the time of acceptance of such sum. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be specifically expressed in writing by an authorized officer of Landlord.

No payment by Tenant or receipt by Landlord of an amount less than the Rent shall be deemed a waiver of Landlord's right to receive the entire amount herein stipulated. No partial payment or endorsement on any check or letter accompanying any such payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent. After service of any notice of termination, or other notice, or commencement of any suit or dispossessory or distress proceeding, Landlord may receive and collect any Rent due and such collection or receipt shall not operate as a (A) reinstatement, continuance, renewal or extension of the Lease Term, or (B) waiver affecting such notice, suit or proceeding.

15.5 TIME OF THE ESSENCE. Time is of the essence of this Lease and all covenants and provisions contained herein.

15.6 SEVERABILITY. If any clause, provision, Article, Paragraph or Subparagraph of this Lease is or becomes unconstitutional, illegal, invalid or unenforceable because of any present or future Laws, the remaining parts of this Lease shall not be affected thereby unless such invalidity is, in the sole determination of Landlord, essential to the rights of both parties, in which event Landlord shall be entitled to terminate this Lease by giving notice to Tenant.

15.7 SPECIAL STIPULATIONS. The Special Stipulations, if any, contained in Exhibit "H" shall control if in conflict with any of the provisions of this Lease.

15.8 NOTICES. All notices or demands with respect to this Lease shall be in writing. Tenant hereby appoints as Tenant's agent to receive service of all suits, dispossessory or distraint proceedings, and any demands or notices thereunder, and any notices or demands permitted or required under, or related to, this Lease, the person in charge of or occupying the Premises at the time of such proceeding, demand or notice; and if no person is in charge of or occupying the Premises, then such service, notice or demand shall be deemed properly given if attached to the front entrance of the Premises. Such appointment of an agent to receive service, notices and demands shall be in addition to those provided by Laws or otherwise, and Landlord shall have the option of selecting either the agent appointed herein or any other agent available by Laws or otherwise. Landlord may give Tenant any notice or demand hereunder in lieu of,

or in addition to, the manner prescribed above by mailing same, at Landlord's election to (A) the Premises, or (B) Tenant's last known address if different from the Premises, and any notice or demand so sent should be deemed duly delivered to Tenant upon the date of mailing. No notices or demands to Tenant with respect to performance of any of Tenant's obligations hereunder shall be required unless expressly required under the terms of this Lease, and Tenant hereby waives any such notices or demands. In the event that the term Tenant, as used in this Lease, refers to more than one (1) party, any notice, demand, consent, approval, request, bill or statement given as aforesaid to any of such parties shall be deemed to have been duly given to Tenant. Rejection or refusal by Tenant to accept, or inability to deliver, because of changed address of which no notice has been received, shall also constitute properly given notice or demand. All notices or demands to Landlord shall be delivered by either (i) hand-delivery, (ii) nationally recognized courier service such as Federal Express, or (iii) certified mail, return receipt requested, to the address of Landlord specified in Subparagraph 1.1(B), or at such other place as an authorized officer of Landlord may designate to Tenant in writing, and such notices or demands to Landlord shall be deemed validly and effectively given only if and when said hand delivery, couriered delivery or certified letter shall be actually received by Landlord. Upon request by Landlord or Mortgagee, a copy of all notices or demands to Landlord shall also be sent to Mortgagee, and Tenant shall not exercise any remedies due to any default by Landlord under this Lease unless and until Mortgagee shall have received such notice or demand and failed to cure such default within thirty (30) days after such receipt.

15.9 HEADINGS AND TERMINOLOGY. The headings contained in this Lease are for convenience and reference only and in no way define, affect or limit the scope or content of this Lease. All personal pronouns, if any, used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plurals; and the plurals shall include the singular. All references in this Lease or in any Exhibit to this Lease to any Article, Paragraph or Subparagraph shall refer to the corresponding Article, Paragraph or Subparagraph of this Lease unless specific reference is made to the articles, paragraphs, subparagraphs, sections, subsections or subdivisions of another document or instrument.

15.10 ENTIRE AGREEMENT; AMENDMENT; CONSENTS. This Lease sets forth the entire agreement between the parties hereto concerning the Premises, and no representation, inducement, promise or agreement, oral or otherwise, between the parties not expressly embodied herein shall be of any force or effect. There are no conditions precedent or contingencies with respect to the enforceability of this Lease except as expressly set forth in this Lease. Tenant acknowledges that no real estate broker or agent, nor any of Landlord's agents, managers or leasing representatives have the power or authority to amend, modify, terminate or accept a surrender of this Lease, and such power and authority is vested solely in Landlord acting in writing through Landlord's duly authorized officers. No amendment, modification, termination, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by Tenant and a duly authorized officer of Landlord. Any consent required or requested of Landlord under this Lease or any portion thereof, including, without limitation, Paragraph 9.1, must be in writing, and may be granted, withheld, delayed or conditioned by Landlord in Landlord's sole and absolute discretion, which may be exercised arbitrarily, without inquiry into the reasonableness or unreasonableness of the granting or withholding, delaying, or conditioning of same.

15.11 TENANT OBLIGATIONS. All Rent shall be paid absolutely "net" to Landlord except as to the express obligations of Landlord contained herein, and accordingly, all claims related to all Taxes, Common Area Maintenance, Landlord's Insurance or Work which are not specifically assumed by Landlord under this Lease are the responsibility of Tenant, and Tenant shall, and does hereby, release and indemnify Landlord from and against all such claims not specifically assumed by Landlord in this Lease. In the event of Tenant Default, Landlord, without thereby waiving such Tenant Default, may perform such action as will cure such Tenant Default, for the account and at the expense of Tenant (but shall have no obligation to do so), without notice by Landlord to Tenant of Landlord's intention to do so. Tenant shall not be entitled to terminate this Lease, nor receive any abatement, deduction, deferment, suspension or reduction of, or setoff, defense or counterclaim against any rentals, charges or other sums payable by Tenant under this Lease, the parties hereto intending and agreeing that the Rent shall continue to be payable in all events unless the obligation to pay same shall be terminated pursuant to the express provisions of this Lease. In the event that more than one (1) Tenant is designated in Subparagraph 1.1(C) or elsewhere in this Lease, or more than one (1) party executes this Lease as Tenant, then all of such parties shall be jointly and severally liable for all obligations of Tenant under this Lease.

15.12 AGENT. Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with this Lease except Wallace Real Estate Company and Agent, if any, whose commission shall be paid pursuant to a separate written agreement, and Landlord and Tenant covenant to pay, hold harmless and indemnify each other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent utilized by the indemnitor with respect to this Lease or the negotiation thereof. Wallace Real Estate Company is representing and being paid by the Landlord. Agent is representing Tenant and being paid by Landlord.

15.13 FORCE MAJEURE. For the period prior to the Commencement Date, except as may otherwise be expressly provided to the contrary in this Lease, Landlord and Tenant shall be excused for the period of time equivalent to any delay in performance of any obligations hereunder when such delay is caused by the wrongful or negligent acts or omissions of the other party or by causes beyond such party's control, including, without limitation, all strikes, riots, lockouts, labor disputes, civil disturbance, war, war-like operations, invasions, rebellions, hostilities, military or usurped power, sabotage, failure or unavailability of Utilities, governmental regulations or controls, acts of God, fires or other casualty, unseasonably adverse weather conditions, rain, or inability to obtain any material or service. Notwithstanding the foregoing, nothing contained in this Paragraph 15.13 shall excuse Tenant from paying in a timely fashion any payments due under the terms of this Lease, including, without limitation, any Rent.

15.14 CONFIDENTIALITY. Neither Tenant nor any of Tenant's officers, agents, directors, managers, contractors, affiliates, accountants, licensees, employees, or attorneys, shall disclose any terms of this Lease to any party whatsoever except as expressly allowed in this Paragraph 15.14. Tenant shall limit the disclosure of the terms of this Lease only to those employees of Tenant who have a reasonable business need to be aware of such terms. Such confidentiality is a material consideration to Landlord to enter into this Lease, and in the event of disclosure, Landlord shall incur injury and damages to such an extent that such injury and damages are not capable of a precise computation. Therefore, upon breach or threatened breach of this Paragraph 15.14 by Tenant, Landlord shall be entitled to seek injunctive or other equitable relief. Tenant shall, and does hereby, indemnify Landlord from and with respect to any breach of this Paragraph 15.14 by Tenant, and in such event Tenant shall pay all costs incurred by Landlord, including attorney's fees and costs, and costs of investigation, at both the trial and appellate levels. The terms of this Paragraph 15.14 shall not be breached should Tenant be compelled by subpoena or other court order to disclose the terms of this Lease; in such event, however, Tenant shall give immediate notice to Landlord of such subpoena or other possible requirement of disclosure in order to afford Landlord an opportunity to seek an appropriate protective order from the court or other tribunal having jurisdiction of the Premises to limit the public disclosure further as to the contents of this Lease.

15.15 GUARANTY. The Personal Guaranty in Exhibit "I" is incorporated herein by reference and hereby annexed.

ARTICLE XV EXECUTION AND AUTHORITY

16.1 EXECUTION AND AUTHORITY. (A) Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Subparagraph 18.1(A). In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivering to Landlord a fully executed copy of this Lease, together with a fully executed copy of all guaranty agreements, if any, of the obligations of Tenant under this Lease, all of which documents must be received by Landlord within seven (7) days after execution of this Lease by Landlord; provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to this Lease or guaranty agreement, if any, then such action shall merely constitute a counteroffer, which Landlord may, at Landlord's election, accept or reject. Notwithstanding the fact that the Rent Commencement Date may occur after the Effective Date, this Lease shall be fully effective and in full force and effect commencing on the Effective Date and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

(B) As a material inducement to Landlord to enter into this Lease, Tenant (and, individually each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

(i) Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

(ii) Tenant has executed and entered into this Lease free from fraud, undue influence, duress, coercion or other defenses to the execution of this Lease;

(iii) This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

(iv) Tenant is duly organized, validly existing and in good standing under the Laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located;

(v) Tenant is not a subsidiary of another company, and no parent corporation, parent limited liability company or other parent entity owns Tenant; and

(vi) The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligations under this Lease, have been duly authorized and approved by all necessary corporate, partnership or limited liability company action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership) or operating agreement (if a limited liability company), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

(C) In the event that the Premises are located in Georgia, this Lease shall be deemed to have been executed in Georgia, and the interpretation, construction and performance of this Lease shall be governed by the Laws of the State of Georgia. In the event that the Premises are not located in Georgia, then the interpretation, construction and performance of this Lease shall be governed by the Laws of the state in which the Premises are located.

(D) This Lease shall be executed in duplicate, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

(E) This Lease may be executed by the parties hereto by any one (1) or by any combination of the following methods: (i) by original signature, (ii) in counterparts, in which case any executed counterpart, when taken with another executed counterpart or counterparts, shall constitute an original hereof, or (iii) by facsimile signature, which may be in counterpart, and which facsimile signature shall constitute an original signature.

ARTICLE XVI
LIABILITY OF LANDLORD

17.1 **LIABILITY OF LANDLORD.** NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, NEITHER LANDLORD NOR THE LANDLORD GROUP SHALL HAVE ANY PERSONAL LIABILITY WHATSOEVER UNDER OR WITH RESPECT TO THIS LEASE, AND TENANT SHALL LOOK SOLELY TO THE ESTATE, RENTS, PROFITS AND PROPERTY OF LANDLORD ONLY IN AND TO THE LAND AND BUILDINGS COMPRISING THE PREMISES FOR THE COLLECTION OF ANY JUDGMENT OR OTHER JUDICIAL PROCESS ARISING OUT OF ANY CLAIMS, DEMANDS OR CAUSES OF ACTION IN ANY WAY ARISING OUT OF OR RELATED TO ANY DEFAULT OR BREACH BY LANDLORD UNDER OR WITH RESPECT TO THIS LEASE, AND NO OTHER ASSETS OR PROPERTY WHATSOEVER OF LANDLORD OR THE LANDLORD GROUP SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF ANY REMEDIES OF TENANT WHICH IN ANY WAY ARISE OUT OF OR ARE RELATED TO ANY DEFAULT OR BREACH BY LANDLORD UNDER OR WITH RESPECT TO THIS LEASE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate, individually or through their authorized officers, agents or attorneys-in-fact, as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

Executed by Landlord on 10/9/2020

LANDLORD:

HIGHLANDS PLACE SHOPPING CENTER, LLC

By: Ava Sue Godwin (SEAL)
ECC1755D72314E2...
Ava Sue Godwin, Manager

Executed by Tenant on 10/8/2020

TENANT:

PROHIBITION LIQUOR, LLC

By: [Signature]
E46ACA1A88B54F5...

(CORPORATE SEAL)

EXHIBIT "A"

SHOPPING CENTER LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 688 of the 17th District, 2nd Section of the City of Smyrna, Cobb County, Georgia and being more particularly described as follows:

Commence at 5/8 inch rebar set at the intersection of the western right-of-way line South Cobb Drive (a.k.a SR 280, 200 foot right-of-way) and the southern right-of-way line of Highlands Parkway (right-of-way varies); THENCE along said southern right-of-way line of Highlands Parkway South 71 degrees 15 minutes 52 second West for a distance of 188.00 feet to a 5/8 inch rebar set; THENCE continuing along said right-of-way line South 71 degrees 15 minutes 52 second West for a distance of 245.78 feet to a point in the middle of a 30 foot access easement also known as Caroline Lane, said point being the POINT OF BEGINNING.

THENCE leaving said right-of-way and going along the centerline of Caroline Lane South 18 degrees 44 minutes 08 seconds East for a distance of 103.85 feet to a point; THENCE continuing along said centerline along a curve to the left having a radius of 75.00 feet and an arc length of 58.91 feet, said arc being subtended by a chord bearing of South 41 degrees 14 minutes 14 seconds East for a distance of 57.41 feet to point; THENCE leaving said centerline South 26 degrees 15 minutes 39 seconds West for a distance of 15.00 feet to a point; THENCE South 71 degrees 15 minutes 52 seconds West for a distance of 150.00 feet to a point; THENCE South 01 degrees 38 minutes 23 seconds East for line a distance of 203.26 feet to a point on the northern right-of-way line of Oak Drive (50 foot right-of-way); THENCE along said right-of-way line South 88 degrees 28 minutes 49 seconds West for a distance of 36.04 feet to a point on the eastern right-of-way line of Oakdale Road (70 foot right-of-way); THENCE along said right-of-way line along a curve to the left having a radius of 425.76 feet and an arc length of 36.54 feet, said arc being subtended by a chord bearing North 00 degrees 20 minutes 28 seconds West for a distance of 36.53 feet to a point; THENCE continuing along said eastern right-of-way line of Oakdale Road seconds along a curve to the left having a radius of 425.76 feet and an arc length of 118.40 feet, said arc being subtended by a chord bearing of North 10 degrees 46 minutes 02 seconds West for a distance of 118.02 feet to a point; THENCE continuing along said right-of-way line North 18 degrees 44 minutes 08 seconds West for a distance of 78.05 feet to a point; THENCE continuing along a miter North 26 degrees 15 minutes 52 seconds East for a distance of 49.50 feet to a point on the southern right-of-way line of Highlands Parkway; THENCE along said right-of-way line North 71 degrees 15 minutes 52 seconds East for a distance of 270.88 feet to a point; THENCE continuing along said right-of-way line North 71 degrees 15 minutes 52 seconds East for a distance of 98.12 feet to a point, said point being the POINT OF BEGINNING.

EXHIBIT "B"
SITE PLAN OF THE SHOPPING CENTER

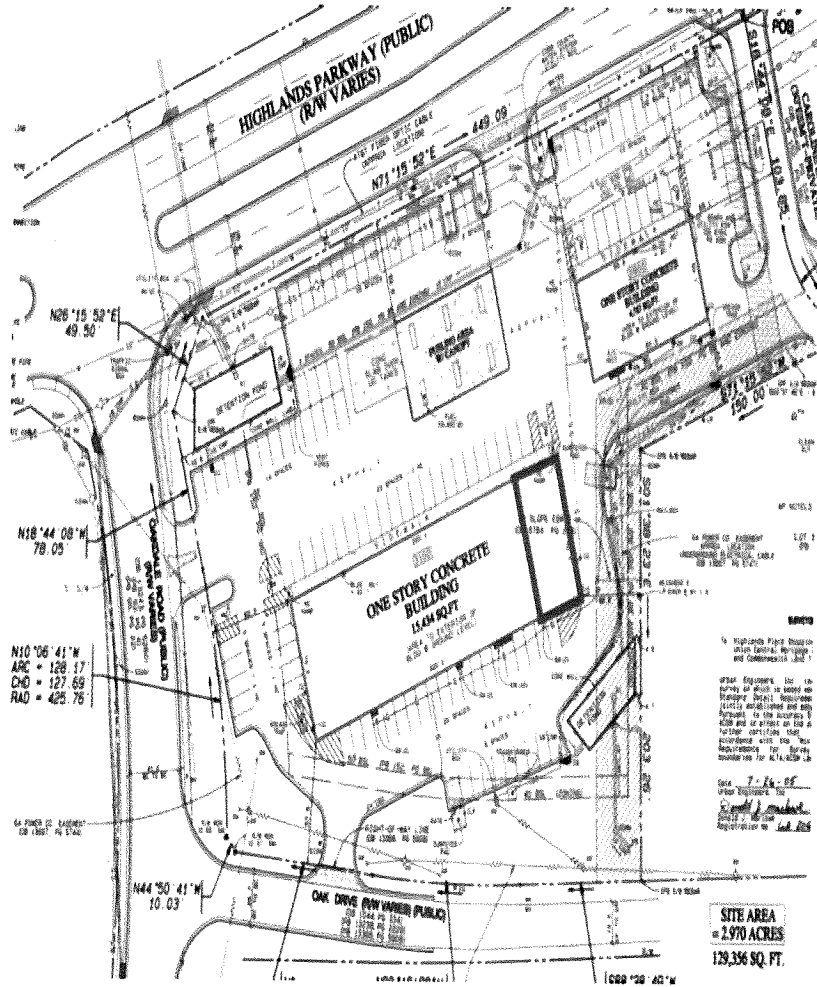


EXHIBIT "C"

SIGN CRITERIA

I. GENERAL CRITERIA.

The purpose of this Sign Criteria is to define and specify the exterior signage criteria for all occupants at the Shopping Center in order to produce a coordinated, complementary graphic image for the entire center.

Each Tenant is allowed one Primary Sign to be mounted on the sign band above the Tenant's storefront and one Secondary Sign to be located under the storefront canopy near Tenant's entrance door. The cost of fabrication and installation each sign shall be the responsibility of Tenant. Sign design, fabrication and installation shall be in full compliance with the requirements and specifications of this Sign Criteria and with all requirements of the local governmental authority having jurisdiction.

Sign Text: The text of the Primary Sign and Secondary Sign shall be limited to Tenant's Trade Name only. No reference shall be made to any merchandise sold or activity conducted on the Premises. The Primary Sign and Secondary Sign shall each be limited to one line of text.

Sign Location: The Primary Sign shall be mounted on the sign band above Tenant's storefront and shall be centered with respect to both width and height.

Monument Sign: Tenant shall install signage on the monument sign where "Allstate" currently or formerly appeared.

II. APPROVAL.

Tenant shall submit three sets of signage drawings and specifications to Landlord meeting the requirements set forth herein. Tenant must receive Landlord's written approval prior to the fabrication and installation of any sign.

a) Layout of text for Primary Sign. Layout for Primary Sign must be to scale, showing all sign dimensions, style and exact color of letters. Also, layout and colors of any logo to be included. Color of raceway and letter sides to be shown.

b) Construction and installation details and specification, including all materials to be used.

EXHIBIT "D"

RULES AND REGULATIONS

NOTWITHSTANDING ANYTHING CONTAINED in this Lease to the contrary, Tenant shall not use, nor permit all or any portion of the Premises or Common Areas to be used, in any of the following manners, nor for any of the following purposes or uses:

- Any illegal usage.
- Any manner which violates any Laws or certificate of occupancy.
- Any use which creates fire, explosive or environmental hazards.
- Any manner which generates, stores, treats, disposes of, installs or otherwise causes or permits any Hazardous Substance to be brought upon or kept or used in or on the Premises.
- Any manner which creates or permits a nuisance or trespass.
- Any manner which causes the overburdening of any system or systems of any Utilities.
- Any manner which exceeds the floor load for which such floor was designed or is permitted by Laws to carry.
- Any hazardous or wasteful manner.
- Any manner which vitiates or increases the rate of any Landlord's Insurance premiums.
- Any manner which produces, reproduces or transmits any sounds or vibrations which may be heard, seen or experienced, or are audible or detectable, outside the Premises.
- Any manner which utilizes any device or advertising medium which may be heard, seen or experienced outside the Premises, including, without limitation, flashing lights, searchlights, loudspeakers, phonographs, radio broadcasts or public address systems.
- Any manner which produces, emanates or transmits odors, fumes, dust or vapors which are detectable outside the Premises, or which are strong, unusual, offensive or otherwise objectionable.
- Any usage of the front entrance of the Premises for truck delivery, shipping, pick-up or drop-off of merchandise or supplies, or any delivery, shipping, drop-off or pick-up in which steel plates are not utilized at all times under all dolly wheels so as to prevent floor damage.
- Any delivery of merchandise or other items between 9:00 A.M. and 11:30 A.M., Mondays through Fridays, or during any hours which are not first approved by Landlord in writing.
- Any parking of delivery or other vehicles so as to interfere with the use of any driveway, sidewalk or parking area or any other Common Areas, or any storage of any truck, trailer or other vehicles in any of the Common Areas.
- Any manner which involves the solicitation, sale, storage, display or demonstration of merchandise or other items or services in any of the Common Areas, or the placement or usage of any cash registers in any Common Areas, or any usage which in any manner obstructs or encumbers the driveways, sidewalks or other Common Areas, including, without limitation, utilization of automatic teller machines, coin or token operated machines, telephones, lockers, toilets, stalls, scales, amusement devices or machines for the sale or dispensing of beverages, foods, candy, cigarettes, newspapers, periodicals or other items.
- Any placement of handbills, bumper stickers, flyers or advertising materials on any vehicles parked in the Common Areas.
- Any placement of banners or portable signs of any type upon or in the Premises or Shopping Center.
- Any burning of any garbage, rubbish or other materials or rubbish upon or in the Premises or Shopping Center.
- Any dumping, disposing, incineration or reduction of garbage exclusive of dumpsters located at the rear of the Premises.
- Any manner which, in the reasonable judgment of Landlord, impairs or adversely affects the character, reputation or appearance of the Shopping Center as a first-class shopping center, or which is not in accordance with the highest standards of good shopping center operations for similar shopping centers in the metropolitan area in which the Shopping Center is located, or which is inconsistent with

the use and operation of the Shopping Center as an integrated, community-oriented retail development.

- Any parking by any employees of Tenant in any areas in the Shopping Center other than those areas designated "Employee Parking Area" on the Site Plan or otherwise designated by Landlord.
- Any Signs inconsistent with sign criteria of the Shopping Center.

EXHIBIT "E"

PROHIBITED USES

- Without in any manner broadening Tenant's Permitted Use, notwithstanding any provision of Tenant's Permitted Use to the contrary, in no event shall Tenant use the Premises, in whole or in part, in a manner which violates any of the following restrictions. If any of the below restrictions conflict, the more restrictive restriction shall apply:
- Any usage as a cinema or movie theater, live performance theater, video, electronic, pinball or other arcade, game room, discotheque, dance hall, ballroom, night club, cabaret, music hall, place of public assembly, banquet hall, auditorium, bowling alley, skating rink, karate, gymnasium, health, sport or exercise spa or club, fitness center, newsstand, funeral parlor or mortuary, manufacturing operation, factory, industrial facility, warehouse, labor camp, mobile home park or trailer court, business which sells, leases, displays, repairs, stores, services, fuels, washes or details trucks, automobiles, recreational vehicles, boats, trailers or motor homes, auto parts store, gas or service station, convenience store, billiard or pool parlor, bingo parlor, church, temple, synagogue or other house of worship, a so-called "head shop" or any business which sells or displays any paraphernalia employed in the use or ingestion of illicit or illegal drugs or controlled substances, off-track betting parlor or any other gambling facility, pawn shop, business selling or renting second-hand, used or surplus goods (including, without limitation, a thrift shop, swap shop or outlet store selling or renting merchandise that is used, damaged or discontinued, or any consignment store, or any facility selling new or used merchandise as a wholesale operation, or any liquidation operation, or the sale of outlots, lot sales, factory closeouts or imperfect goods), any fire sale or bankruptcy sale (unless pursuant to court order) or auction, flea market, junk yard, pet store or the sale of pet food, pet supplies or live animals, pet grooming, pet training, veterinary hospital or animal raising facilities, kennel, stockyard, recycling facility, laundromat, central laundry, dry cleaning or laundry plant, sporting event or other sports facility or other entertainment viewing facility (whether live, film, audio/visual or video), nail salon, hair salon, beauty shop or salon, tanning salon, Christmas tree sales, day care center, any school, place of instruction, training or educational facility (including, without limitation, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers), any living quarters, sleeping quarters, sleeping apartments or lodging rooms.
- Any carnival, amusement park, circus, fair, auction, show, booth for the sale of fireworks, or the sale by transient merchants utilizing any vehicle, show, booth or other promotion.
- Any sale, display, exhibition, distribution or delivery of pornographic or obscene books, newspapers, magazines or other periodicals, films, videotapes, DVDs, or other materials, operation of a pornographic business, or any form of assignation or lewdness, or any business employing partially or totally nude entertainers, employees, waiters or waitresses, or any usage as an adult entertainment facility, massage parlor, bathhouse, or any facility or entertainment which caters to or intends to arouse normal sexual desires or prurient interests of patrons, including, without limitation, the depiction of "X-Rated", pornographic or sexually explicit materials, conduct or nudity by movies, pictures, films, peep shows, videos, live entertainment or sex-centered objects, including, without limitation, sex toys, depiction of genitalia or of an anus, or anal, oral or vaginal intercourse, whether actual or simulated as a homosexual or heterosexual act, or masturbation, whether homosexual, heterosexual or autoerotic.
- (a) To operate a grocery supermarket, bakery, delicatessen, and fish market; (b) sell drugs or other products which are required by law to be dispensed by a registered pharmacist; and (c) engage in retail sales of items of food for "off-premises" consumption, except that the following are permitted: (d) a sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises; (e) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of the interior floor area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes; (f) a health food store or nutrition center, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), candy store, or a pizza pickup or delivery outlet, all of which may offer the sale of food items for consumption on or off the premises; (g) a combination gas station and convenience food store operation, provided that the floor area devoted to the sale of food and beverage products shall not exceed 1,000 square feet; and (h) a video rental or sale store (similar to a Blockbuster Video) which may offer the sale of items normally sold by movie theaters (i.e., popcorn or candy) for consumption off the premises.
- To operate a dry cleaning plant, cinema or theater, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, gymnasium, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers, or car wash.
- Tenant hereby covenants and agrees that, so long as the following leases remain in full force and effect, Tenant shall not engage in any use of the Premises which would violate the respective exclusive uses of such other tenants.

EXHIBIT "F"

**ACKNOWLEDGMENT OF
DELIVERY OF THE PREMISES**

TENANT: PROHIBITION LIQUOR, LLC

PREMISES: Highlands Place

LOCATION: Suite 1, 3100 Highlands Parkway, SE, Smyrna, GA 30082 (the "Lease")

The terms used in this letter have the definitions set forth in the Lease. Tenant hereby acknowledges receipt of the keys and possession of the Premises and accepts the Premises and all improvements and construction located therein in their existing condition as suitable for Tenant's Permitted Use the Premises and waives any contingency set forth in the Lease. Upon Tenant's acceptance of the keys and possession of the Premises, Landlord's Work, if any, as defined in the Lease, shall be deemed substantially complete.

Further, Tenant hereby acknowledges and agrees that in accordance with the Lease, the date next set forth below shall be deemed the Commencement Date, as defined in the Lease.

AGREED AND ACCEPTED THIS _____ DAY OF _____ (the "Commencement Date").

TENANT: PROHIBITION LIQUOR, LLC

BY: _____

ITS: _____

EXHIBIT "G"

LEASE TERM DECLARATION

Date:

Prohibition, Liquor, LLC
376 Vinings Vintage Circle
Mableton, GA 30126

Re: Highlands Place Shopping Center

Dear Mr. Matthew Bowman

This letter shall constitute the Lease Term Declaration (the "Notice") referenced in Paragraph 3.2 of the Shopping Center Lease Agreement dated _____, for the Premises, 3100 Highlands Parkway, SE, Suite 1, Smyrna, GA 30082, Highlands Place Shopping Center, LLC as Landlord, and Prohibition Liquor, LLC, as Tenant, (the "Lease"). Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed thereto in the Lease.

1. The Commencement Date is _____
2. The Rent Commencement Date is:
3. A Lease Year shall run from:
4. The Termination Date is:
5. The initial Monthly Minimum Rent is \$3,105.00 payable on the first (1st) day of every month during the Lease Term.

Each rent check shall be paid to Highlands Place Shopping Center, LLC, 1400 Buford Highway, Suite F-1, Sugar Hill, Ga 30518

6. The deadline by which Landlord must receive from Tenant the written exercise notice by Tenant of Tenant's option to renew, if any, of the Lease is:
7. Paragraph 3.2 of the Lease requires that Tenant execute and return to Landlord a signed counterpart of this original Lease Term Declaration. Accordingly, please sign both counterparts of this original Lease Term Declaration and (a) return one (1) fully executed original counterpart to Landlord, and (b) retain one (1) fully executed original counterpart for your files.
8. Pursuant to Paragraph 3.2 of the Lease, Tenant's failure to sign the Lease Term Declaration and return it to Landlord within seven (7) business days from the date of such Notice then such Notice shall be conclusively deemed to constitute Tenant's acceptance of this Lease Term Declaration and all terms herein, including, without limitation, the Commencement Date and the Termination Date contained herein.
9. Time is of the essence of this Notice and all dates set forth herein.

Landlord's Signature: _____ (L.S.) Date: _____

AGREED TO AND ACCEPTED BY:

By: _____ (L.S.) Date: _____

Its: _____

EXHIBIT "H"

SPECIAL STIPULATIONS

1. **Exclusive Use:** Excluding existing Tenants occupying space at the time of Lease Execution, during the term of this lease and any renewal or extension thereof, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Shopping Center (including any expansion thereof) to an athletic shoe store.
2. **Alcohol/Liquor Liability:** Landlord and Tenant acknowledge and agree that the Demised Premises will in part be utilized for the sale and/or consumption of alcoholic or other beverages contemplated by the "Georgia Alcoholic Beverage Code," as amended, without limitation, the sale for on or off-Premises consumption of alcohol, distilled spirits, malt beverage, beer, wine or fortified wine (hereinafter sometimes referred to as "alcoholic beverages"), then Tenant shall obtain and maintain (by endorsement to the general liability policy required to be maintained by Tenant hereunder or by separate policy) throughout the term of the Lease so-called "liquor liability" or "dram shop" insurance (hereinafter sometimes referred to as "liquor liability insurance"), causing Landlord and such other entities as Landlord shall designate from time to time, to be additional named insureds, in combined single limit coverage per occurrence of not less than Two Million and No/100s Dollars (\$2,000,000.00). Such liquor liability insurance shall (i) be written in form acceptable to Landlord, its legal counsel, by a licensed insurance carrier in good standing in the State of Georgia, and (ii) specifically include, without limitation, liability coverage for the violation of any governmental statute, ordinance, regulation or rule pertaining to the sale, gift, distribution or use of any alcoholic beverages, or liability by reason of selling, serving or giving of alcoholic to a minor or to a person under the influence of alcohol, or which causes or contributes to the intoxication of any persons. The aforementioned liquor liability insurance policies shall be for the mutual and joint benefit and protection of Landlord, Tenant, and the holder of any Mortgage, and executed copies of such policies of insurance or certificates thereof shall be delivered to the Landlord within ten (10) days prior to the delivery of possession of the Demised Premises to Tenant, and thereafter within thirty (30) days prior to the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be maintained and procured by Tenant in like manner and like extent. All such insurance policies shall likewise contain a provision stating that the insurance carrier of said policies shall grant Landlord ten (10) days' prior written notice of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. Notwithstanding the foregoing to the contrary, in the event Tenant shall fail to procure and/or maintain any insurance required by this paragraph, or fails to carry insurance required by law or governmental regulation, Tenant shall be deemed in default under this Lease and Landlord may, but shall not be required or obligated to, at any time after ten (10) days notice to Tenant, procure such insurance and pay the premium therefor, in which event Tenant shall repay all the sums so paid by Landlord, together with interest thereon as provided in this Lease, and any and all other incidental costs and expenses incurred by Landlord in connection therewith, within ten (10) days after demand by Landlord or its designated representative or legal counsel. In furtherance of the foregoing, Tenant hereby agrees and covenants to indemnify and hold Landlord, its servants, agents, employees and representatives, wholly harmless from any and all claims, liabilities, losses, damages and expenses of whatever kind or nature, including, without limitation, court costs and attorney's fees incurred by Landlord in connection with the sale, gift, distribution or use of alcoholic beverages in or from the Demised Premises, including without limitation the violation by Tenant of any statute, ordinance, regulation or rule of whatever kind or nature which shall be established from time to time by any governmental agency or insurance carrier in connection therewith. As further assurances for the fulfillment of the foregoing indemnity, Tenant hereby agrees and covenants to specifically cause its contractual liability insurance for the Demised Premises to include and cover this indemnity by Tenant regarding any and all claims, liabilities, losses and expenses sustained by landlord, its servants, agents, employees and representatives as a result of the sale, gift, distribution, or use of any alcoholic beverages in or from the Demised Premises.
3. **Contingency:** Tenant shall have sixty (60) days following the Lease Commencement Date to obtain any necessary permits or licenses necessary for the operation of Tenant's business. If Tenant cannot obtain necessary permits or licenses Tenant may terminate this Lease by providing written notice to Landlord at Landlord's notice address on or before the sixtieth (60th) day following Lease Commencement. If Tenant fails to provide written notice as set forth in this paragraph then the Lease shall remain in full force and effect and Tenant shall have no further right to terminate. If Tenant provides written notice of its intent to terminate as set forth in this paragraph, Tenant shall receive a refund of any Security Deposit and prepaid rent minus a \$2,500 administrative fee due Landlord.
4. **Tenant Improvement Allowance:** Landlord shall provide Tenant with a Tenant Improvement Allowance of five thousand and 00/100 dollars (\$5,0.00) to complete Tenant's Work and Leasehold Improvements. Landlord shall provide Tenant with said Allowance in full within ten (10) calendar days of Landlord's receipt of Tenant's written request for the payment of the Tenant Improvement Allowance along with lien waivers from every contractor, which performed work on or in the premises in form satisfactory to Landlord along with a Certificate of Occupancy. Under no circumstances shall any portion of the Tenant Improvement Allowance be used for the purchase and/or leasing of any equipment.

5. **Landlord's Work:** Prior to the Commencement Date, Landlord shall replace the sheetrock which has been removed on the sprinkler room and bathroom walls. Landlord shall provide the walls taped, mudded, sanded and ready for paint.

EXHIBIT "E"

PERSONAL GUARANTY

This Personal Guaranty (the "Guaranty") is attached to and made a part of that certain lease agreement (hereinafter, together with any amendment, modification, renewal, or extension thereof, referred to as the "Lease"), by and between **HIGHLANDS PLACE SHOPPING CENTER, LLC** (hereinafter, together with its successors and assigns, referred to as "Landlord") and **PROHIBITION LIQUOR, LLC** (the "Tenant"), dated 10/9/2020.

In consideration of Landlord entering into the Lease with Tenant for premises located at **3100 HIGHLANDS PARKWAY, SE, SUITE 1, SMYRNA, GA 30082** (the "Premises"), and to induce the Landlord to enter into the Lease with Tenant, the undersigned **MATTHEW BOWMAN AND JEREMY BOWMAN** (the "Guarantors") hereby unconditionally and irrevocably guarantees to Landlord:

- (a) the full and punctual payment and discharge of all rent, additional rent, base rental adjustments, and other charges, costs of enforcing the Lease and other liabilities (including any interest thereon) (such rent, additional rent, base rental adjustments, charges and liabilities are collectively referred to as the "Rent") from time to time payable by Tenant under the Lease;
- (b) the full and punctual performance and observance of all of the covenants, terms, conditions, and agreements of the Tenant under the Lease (such covenants, terms, conditions, and agreements are collectively referred to as the "Covenants"); and,
- (c) all costs, expenses and damages suffered or incurred by Landlord as a result of or incident to any default or breach by Tenant under the Lease, including all attorneys fees (which amount will not be less than fifteen percent (15%) of the entire outstanding principal and interest), court costs and other expenses incurred by Landlord in enforcing the Lease or this Guaranty (such costs, expenses, and damages are collectively referred to as the "Expenses") (the Rent, the Covenants, and the Expenses are collectively referred to as the "Obligations"). In the event Tenant fails to pay any of the Rent when due or Tenant fails to perform and discharge any of the Covenants when due, Guarantor shall, upon the written demand of Landlord, pay such Rent or perform for the benefit of Landlord such Covenants.

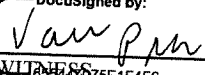
In furtherance of the unconditional and irrevocable Guaranty made by the Guarantor hereunder in favor of Landlord, Guarantor hereby further covenants and agrees with and for the benefit of Landlord as follows:

1. Guarantor agrees that, without the necessity of any reservation of rights against Guarantor and without notice to or further consent by Guarantor, the liability and obligation of Tenant for or upon any of the obligations may, from time to time, in whole or in part, be renewed, extended, modified, accelerated, compromised, or released by Landlord, with or without consideration, and Guarantor shall remain bound hereunder, notwithstanding any such renewal, extension, modification, acceleration, compromise or release.
2. The obligations, and each of them shall conclusively be deemed to have been created, contracted, or incurred in reliance upon this Guaranty and all dealings between Tenant and Landlord shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guaranty. Material misrepresentations of Guarantor made to Landlord, upon which Landlord has relied in entering into the Lease, shall constitute fraud in the inducement of and a default under the Lease, and shall render the Lease voidable at Landlord's option; in such event, Guarantor and Tenant shall be liable to Landlord for all reasonably foreseeable costs (including but not limited to funds expended for tenant improvements, any deficiency in rental rate, lost rental, marketing costs, real estate commissions and other costs incurred in securing a new tenant for the Premises, court costs and attorneys fees), expenses and reasonably foreseeable direct and consequential damages incurred by Landlord by reason of said material misrepresentations. Guarantor waives protest, demand for payment, notice of default or nonpayment in respect of the Obligations and each of them and waives all other notices of every kind and description now or hereafter required by any statute or rule of law. Guarantor further specifically waives the provisions of O.C.G.A.S. 10-7-24 (Ga. Code Ann S 103-205). This Guaranty shall be construed as a continuing, absolute, irrevocable, and unconditional guaranty of payment and performance without regard to the validity, regularity or enforceability of any of the obligations. Guarantor expressly acknowledges that Landlord's entering into the Lease with Tenant is and will be of direct interest, benefit, and advantage to Guarantor.
3. The undertakings of Guarantor hereunder are independent of the undertakings of Tenant under the Lease, and a separate action or actions for payment, damages, or performance may be brought and prosecuted against Guarantor. Landlord shall not be required, as a condition precedent to making demand upon Guarantor hereunder, or to bringing an action against Guarantor under this Guaranty, to make demand upon, or to institute any action or proceeding at law or at equity against, Tenant, any other guarantor, or anyone else, or to exhaust its remedies against Tenant, any other guarantor or anyone else, or against any collateral security which may now or hereafter be held by Landlord with respect to any of the obligations. All remedies of Landlord by reason of this Guaranty are separate and cumulative remedies, and Guarantor agrees that not one of such remedies, whether exercised by Landlord or not, shall in any way be exclusive of any of the other remedies available to Landlord, or in any way limit, affect, or diminish any other legal, equitable or contractual remedy which Landlord may have.
4. Until all of the Obligations have been fully performed and discharged, Guarantor shall not be released by any act or thing which might, but for this provision, be deemed a Legal or equitable discharge of a surety or guarantor. Guarantor hereby expressly waives and surrenders and defense to its liability hereunder, it being the purpose and intent of Guarantor and Landlord that the obligations of Guarantor hereunder are absolute, irrevocable and unconditional under any and all circumstances.
5. Notwithstanding the fact that Landlord may secure guarantees from other guarantors with respect to the obligations, it is expressly agreed that suit may be brought against Guarantor, against other guarantors of the obligations, against all guarantors of the obligations, or against less than all of them, without impairing the rights of Landlord, its successors or assigns, against Guarantor or any other guarantor of the obligations; and, Landlord may compromise with any other guarantor for less than all of the obligations and release any other guarantor from all further liability to Landlord for the obligations without impairing the right of Landlord to demand and collect the balance of the obligations from Guarantor.

- 6. This Guaranty may not be changed orally, but only by an agreement in writing signed by both Landlord and Guarantor.
- 7. This Guaranty shall be binding upon Guarantor and his or her heirs, devisees, successors and assigns.
- 8. This Guaranty shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.
- 9. Guarantor hereby expressly authorizes Landlord to perform a credit check or verify Guarantor's financial condition at the time this Guaranty is executed and at anytime during the term of this Guaranty.

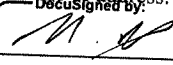
IN WITNESS WHEREOF, Guarantor has hereunto set his or her hand and seal 10/8/2020

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DocuSigned by:

 10/8/2020
 WITNESS _____ DATE

GUARANTOR: MATTHEW BOWMAN

Home address: Guarantors shall notify Landlord of any
Change of address:

DocuSigned by:

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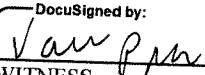
Phone: _____

Social Security #: _____

Driver's License #: _____

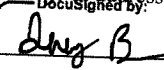
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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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 10/8/2020
 WITNESS _____ DATE

GUARANTOR: JEREMY BOWMAN

Home address: Guarantors shall notify Landlord of any
Change of address:

DocuSigned by:

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Phone: _____

Social Security #: _____

Driver's License #: _____