CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
June 11, 2025 at 6:30 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA**
6. **PUBLIC HEARINGS**
   a. **Presentation and Review of FY 2026 Budget and First Public Hearing on FY 2026 Budget and First Read of Ordinance - Finance Director Karen Ellis**
7. **PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS**
   a. **City of Mableton Community Development Department Update - Community Development Director Michael Hughes**
   b. **Presentation and Discussion of the Affiliation Process to Establish Keep Mableton Beautiful - Sustainability, Waste, and Beautification Director Emily Groth**
8. **APPOINTMENTS**
9. **PUBLIC COMMENTS** - 2 minutes per speaker - no more than 30 minutes for all speakers. Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.
10. **CONSENT AGENDA**
    a. **May 28, 2025 Work Session Minutes**
    b. **May 28, 2025 Regular Meeting Minutes**
    c. **May 30, 2025 Special Called Meeting Minutes**
11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**

a. **Consideration and Approval for Mayor to finalize and execute Agreement Between City of Mableton and (Vishal Hawthorne Plaza, LLC) via Atlanta Commercial Real Estate Brokers for the Lease of Hawthorne Plaza Shopping Center, 1245 Veterans Memorial Highway, Suite 30, Mableton, GA 30126 - City Manager Bill Tanks**

b. **Consideration and Approval of Agreement Between the City of Mableton and MCRE Management Partners, LLC for the 6116 MABLETON PARKWAY SW, SUITE 136, Mableton, GA 30129 - City Manger Bill Tanks**

13. **OTHER BUSINESS/DISCUSSION**

14. **CITY MANAGER'S ANNOUNCEMENTS/COMMENTS**

15. **CITY ATTORNEY/CITY CLERK/STAFF ANNOUNCEMENTS/COMMENTS**

16. **MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS**

17. **EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION (O.C.G.A. 50-14-3(B)(1)(A)REAL ESTATE(O.C.G.A. 50-14-3 (B)(1)) PERSONNEL (O.C.G.A. 50-14-3 (B)(2)) AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (B)(4)&(5))**

18. **ADJOURNMENT**

Persons with special needs relating to handicapped accessibility, disability, or foreign language may contact the City Clerk at (404) 927-9502 or susan.hiott@mableton.gov at least three days prior to the meeting. The clerk can be located at the City of Mableton Offices, Riverside EpiCenter, 135 Riverside Pkwy, Austell, Georgia 30168 during regular office hours.

AGENDA ITEM MEMORANDUM

MEETING OF: June 11, 2025
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Presentation and Review of FY 2026 Budget and First Public Hearing on FY 2026 Budget and First Read of Ordinance - Finance Director Karen Ellis

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Budget Presentation FY2026 PH1 20250611
2. Budget Ordinance Rev. 6.4.2025
3. Proposed Budget FY2026 PH1
4. PH1 Budget Message FY2026

CITY OF MABLETON

FY 2026

PROPOSED BUDGET

William Tanks, City Manager

Karen Ellis, Finance Director

JUNE 11, 2025

FY 2026 Budget Calendar

• April 23 – 30	Departmental Budget Meetings / Finance Review
• May 1 – 7	Senior Management / City Manager Review Phase
• May 12	Budget Priorities Review with Council
• May 28	City Council Receives Proposed Budget Presentation
• June 11	First Public Hearing
• June 25	Second Public Hearing and Budget Adoption

MABLETON
GEORGIA
Est. 2022

Budget Principles

- Calculate revenue and expenses conservatively
  - Careful estimating helps neutralize budgeting pressures to unnecessarily inflate revenue approximations
- Do not rely on one-time revenue sources to fund ongoing expenses

City Council Priorities

- Fiscal Soundness
- Community Engagement
- Green Initiatives
- Housing Initiatives
- Managed Growth
- Technology & Innovation
- Responsible Development

General Fund-
Operating Budget

FY 2026 Operating Assumptions

Operating Budget Assumptions	Amount
2.5% COLA for all City staff, implement Class & Pay Plan	$1,285,000
25% increase estimate to citywide Insurance Plans	$195,000
Fund new departments	
Risk Management	$85,000
Economic Development	$20,000
Enhance Facilities & Property Management department	
ROW maintenance	$150,000
Increase to lease payments and utilities - city locations	$145,000
Leasehold improvements - city locations	$400,000
Funding for housing initiative project	$150,000
Debt Service for URA	$510,000
Implement funding to create Tree & Beautification Fund	$160,000
Implement Pay-As-We-Go Funding for Capital Fund Budget	$1,400,000
Total	$4,500,000

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General Fund Revenues
Approved FY2025 vs Proposed FY2026

Revenues	2025 Projected	2025 Budget	2026 Budget	Increase / (Decrease)*	% Change*
Property Taxes	$2,846,097	$3,264,599	$2,850,000	($414,599)	-12.70%
Franchise Taxes	2,272,875	3,454,930	2,265,000	(1,189,930)	-34.44%
Business & Occupational Tax	2,981,523	1,449,235	2,500,000	1,050,765	72.50%
Insurance Premium Tax	0	4,314,974	4,250,000	(64,974)	-1.51%
Licenses & Permits	298,996	1,244,256	1,000,000	(244,256)	-19.63%
Charges for Services	11,620	0	11,000	11,000	n/a
Municipal Court	0	7,366	0	(7,366)	-100.00%
Interest Income	52,389	0	20,000	20,000	n/a
Miscellaneous Revenue	2,600	1,181	0	(1,181)	-100.00%
Transfers from Other Funds	267,234	90,968	140,625	49,657	54.59%
Other Financing Sources	0	0	0	0	n/a
Total	$8,733,334	$13,827,509	$13,036,625	($790,884)	-5.72%

** Budget to Budget comparison*

MABLETON GEORGIA Est. 2022

General Fund Expenses
Approved FY2025 vs Proposed FY2026

Expenditures	2025 Projected	2025 Budget	2026 Budget	Increase / (Decrease)*	% Change*
City Council	$304,888	$377,749	$370,100	($7,649)	-2.02%
City Mayor	171,170	237,084	483,300	246,216	103.85%
City Manager	322,673	815,725	794,800	(20,925)	-2.57%
City Clerk	186,575	383,125	421,350	38,225	9.98%
Finance & Administration	609,156	912,534	1,086,400	173,866	19.05%
City Attorney	529,333	600,000	600,000	0	0.00%
Information Technology	322,312	932,178	951,100	18,922	2.03%
Human Resources	353,874	579,473	679,400	99,927	17.24%
Risk Management	63,328	0	85,000	85,000	n/a
Facilities & Property Management	807,160	810,000	1,141,900	331,900	40.98%
Communications	139,579	624,287	534,050	(90,237)	-14.45%
General Administration	3,000	0	234,700	234,700	n/a
Municipal Court	0	407,623	730,900	323,277	79.31%
Sustainability Waste & Beautification	140,706	489,846	481,400	(8,446)	-1.72%
Parks & Recreation	60,533	1,816,854	1,018,900	(797,954)	-43.92%
Community Development	1,252,888	1,785,613	2,662,600	876,987	49.11%
Code Enforcement	481,850	1,714,923	1,058,200	(656,723)	-38.29%
Economic Development	45,773	0	618,800	618,800	n/a
Other Financing Uses	0	0	0	0	n/a
Transfers to Other Funds	218,484	0	2,073,193	2,073,193	n/a
Total	$6,013,282	$12,487,014	$16,026,093	$3,539,079	28.34%

** Budget to Budget comparison*

Proposed FY2026 Balanced Budget

Projected Undesignated Fund Balance	
Audited June 30, 2024 Fund Balance	$4,845,415
Add: FY 2025 Projected Revenues	8,733,334
Less: FY 2025 Projected Expenditures	(6,013,282)
Subtotal	$7,565,467
Less: Fund Balance Reserve (33%)	(4,575,999)
FY 2025 Estimated Undesignated Fund Balance:	$2,989,468

FY 2026 Proposed Budget	
Revenues	$13,036,625
Expenditures	($16,026,093)
Subtotal	($2,989,468)
Use of Undesignated Fund Balance	$2,989,468
Total	$0

MABLETON GEORGIA Est. 2022

Class & Pay Position Summary

Department	FY 2025 Spending Plan	FY 2026 Class & Pay Plan	FY 2026 Projected	Variance
City Council	1	1	1	0
City Mayor	1	3	3	0
City Manager	4	4	4	0
City Clerk	2	2	2	0
Finance	5	7	7	0
Innovation & Technology	2	4	4	0
Human Resources	3	3	3	0
Facilities & Property Mgmt	0	1	1	0
Communications	3	3	3	0
General Administration	0	10	5	-5
Municipal Court	1	3	3	0
Sustainability Waste & Beaut.	2	2	2	0
Parks & Recreation	6	16	11	-5
Community Development	7	16	16	0
Code Enforcement	8	8	8	0
Economic Development	0	3	3	0
Total	45	86	76	-10

Special Revenue Fund- Tree & Beautification Budget

Tree & Beautification Fund Budget - Proposed FY2026

Balance of Funds Available	$0
Projected Revenue for FY2025	$0
Projected Expense FY2025	$0
Proposed Revenue for FY2026	$160,000
Total Available for FY2026	$160,000
Future Projects to be Approved by Council	
Plantings	$80,000
Trees Atlanta Partnership	$0
Community Beautification Projects	$80,000
Total Outstanding Projects	$160,000
Future Remaining to Allocate	$0

MABLETON GEORGIA Est. 2022

Tree & Beautification Fund Budget - Proposed FY2026

	FY2024	FY2025	FY2026
Beginning Fund Balance	$0	$0	$0
Revenues	0	0	160,000
Expenditures	0	0	160,000
Ending Fund Balance	$0	$0	$0

MABLETON GEORGIA Est. 2022

Special Revenue Fund-
Six Flags Special Services District Budget

Six Flags Special Services District Fund Budget - Proposed FY2026

	FY2024	FY2025	FY2026
Beginning Fund Balance	$0	$0	$0
Revenues	0	0	1,250,000
Expenditures	0	0	1,250,000
Ending Fund Balance	$0	$0	$0

MABLETON GEORGIA Est. 2022

Special Revenue Fund-
Hotel Motel Excise Tax Budget

Hotel Motel Excise Tax Fund Budget - Proposed FY2026

	FY2024	FY2025	FY2026
Beginning Fund Balance	$0	$0	$0
Revenues	256,484	456,140	375,000
Expenditures	256,484	456,140	375,000
Ending Fund Balance	$0	$0	$0

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Capital Projects Fund-
Capital Projects Budget

FY 2026 Capital Assumptions

Capital Budget Assumptions	Amount
Capital Contingency for future land acquisition and projects	$750,000
Capital Funding for Computer Software & Equipment	$150,000
Fleet Purchase and Replacement Fund	$500,000
Total	$1,400,000

Capital Projects Fund Budget - Proposed FY2026

	FY2024	FY2025	FY2026
Beginning Fund Balance	$0	$0	$0
Revenues	0	0	1,400,000
Expenditures	0	0	1,400,000
Ending Fund Balance	$0	$0	$0

MABLETON GEORGIA Est. 2022

FY 2026 Summary of All Funds

Fund Name	Balance
General Fund	$16,026,093
Tree Fund	160,000
Six Flags Special Services District	1,250,000
Hotel/Motel Tax Fund	375,000
Capital Projects Fund*	1,400,000
Total All Funds	$19,211,093

** Multi-Year Funds*

MABLETON GEORGIA Est. 2022

QUESTIONS?

STATE OF GEORGIA **ORDINANCE**
COBB COUNTY
CITY OF MABLETON

AN ORDINANCE TO ADOPT THE BUDGET FOR FISCAL YEAR 2026, TO ESTABLISH AN EFFECTIVE DATE, TO REPEAL CONFLICTING ORDINANCES, AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of Mableton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council ("City Council") thereof;

WHEREAS, the City Charter Sec. 1.13 provides that the City Manager shall "prepare and submit the annual operating budget and capital budget to the City Council";

WHEREAS, a proposed budget prepared for Fiscal Year 2026 was made available for public review beginning on May 28, 2025, and public hearings were conducted on June 11, 2025, and June 25, 2025, following publication of notice in accordance with OCGA 36-81-5 and 36-81-6;

WHEREAS, the balanced budget has been reviewed by the City Council and the City has determined that the budget prepared for Fiscal Year 2026 is consistent with applicable regulations, laws and policies and it therefore desires to adopt said budget; and

WHEREAS, the City Council finds this Ordinance to be in the bests interest of the health, safety and welfare of the City.

IT IS HEREBY ORDAINED by the governing authority of the City of Mableton as follows:

Section 1. **Adoption.** the Mayor and Council of the City of Mableton hereby ordain that the budget ordinance for Fiscal Year 2026 be adopted as provided in the attached exhibit.

****

Section 2. It is hereby declared to be the intention of the city council that:

(a) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the city council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

Section 4. The City has not yet determined the date that it will transition zoning services from Cobb County, Georgia, to the City. As such, planning commission and board of zoning appeals members shall not officially act on any actual zoning application and/or case under this Ordinance, until such date that the City formally transitions zoning services from Cobb County, Georgia, to the City, in accordance with section 7.15 of the City Charter and/or other applicable laws. Planning commission and board of zoning appeals members may meet to participate in training and education related activities prior to the city's transition of zoning services from Cobb County, Georgia.

Section 5. The effective date of this Ordinance shall be July 1, 2025, unless required otherwise by the City Charter, state and/or federal law. In the event that any effective date herein is determined by a Court of law to be invalid, said effective date shall instead be the earliest date allowed by law.

SO ORDAINED this ______ day of __________________ 2025.

ATTEST:

____

Susan D. Hiott, Interim City Clerk

CITY OF MABLETON, GEORGIA:

____

Michael Owens, Mayor

APPROVAL AS TO FORM:

____

Emilia Walker-Ashby, Interim City Attorney

EXHIBIT – FISCAL YEAR 2026 BUDGET

GENERAL FUND

Taxes	$	11,865,000
Licenses and Permits		1,000,000
Charges for Services		11,000
Other Revenue		20,000
Transfer from Hotel Motel		140,625
Total Estimated General Fund Revenues	**$**	**13,036,625**
Use of Prior Year Fund Balance		2,989,468
Total Estimated General Fund Funding Sources	**$**	**16,026,093**
City Council	$	370,100
City Mayor		483,300
City Manager		794,800
City Clerk		421,350
Finance & Administration		1,086,400
City Attorney		600,000
Information Technology		951,100
Human Resources		679,400
Risk Management		85,000
Facilities & Property Management		1,141,900
Communications		534,050
General Administration		234,700
Municipal Court		730,900
Sustainability Waste & Beautification		481,400
Parks & Recreation		1,018,900
Community Development		2,662,600
Code Enforcement		1,058,200
Economic Development		618,800
Other Financing Uses		2,073,193
Total Estimated General Fund Expenditures	**$**	**16,026,093**

TREE FUND

Development Impact Fees	$	-
Transfer In from General Fund		160,000
Total Estimated Tree Fund Revenues	**$**	**160,000**
Council Approved Projects	$	160,000
Total Estimated Tree Fund Expenditures	**$**	**160,000**

SIX FLAGS SPECIAL SERVICES DISTRICT FUND

Property Taxes	$	1,250,000
Interest Income		0
Total Estimated Tree Fund Revenues	**$**	**1,250,000**
Contracted Services	$	54,000
Contingencies		1,196,000
Total Estimated Tree Fund Expenditures	**$**	**1,250,000**

HOTEL/MOTEL TAX FUND

Taxes	$	375,000
Total Estimated Hotel/Motel Fund Revenues	**$**	**375,000**
Transfer to General Fund	$	140,625
Transfer to Meet Mableton		234,375
Total Estimated Hotel/Motel Fund Expenditures	**$**	**375,000**

CAPITAL PROJECTS FUND

Federal, State & Other Outside Funding	$	-
Transfer In from General Fund		1,400,000
Total Estimated Capital Fund Revenues	**$**	**1,400,000**
Capital Contingency	$	750,000
Capital Purchase - Computer Software		50,000
Capital Purchase - Computer Equipment		100,000
Capital Purchase - Vehicles		500,000
Total Capital Project Fund Expenditures	**$**	**1,400,000**

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Est. 2022

FISCAL YEAR 2025 - 2026
PROPOSED BUDGET

GENERAL FUND 100 - SUMMARY
FY 2026 PROPOSED BUDGET

	2024 Actual	2025 Projected	2025 Budget	2026 Budget	%
<u>REVENUES</u>					
Property Taxes (TAVT)	3,114,599	2,846,097	3,264,599	2,850,000	-12.70%
Franchise Taxes	1,817,421	2,272,875	3,454,930	2,265,000	-34.44%
Business & Occupational Tax	1,364,729	2,981,523	1,449,235	2,500,000	72.50%
Insurance Premium Taxes	0	0	4,314,974	4,250,000	-1.51%
Licenses & Permits	0	298,996	1,244,256	1,000,000	-19.63%
Charges for Services	0	11,620	0	11,000	N/A
Municipal Court	0	0	7,366	0	-100.00%
Interest	17,052	52,389	0	20,000	N/A
Miscellaneous	0	2,600	1,181	0	-100.00%
Transfer from Other Funds	0	267,234	90,968	140,625	54.59%
Other Financing Sources	148,724	0	0	0	N/A
Total Revenues	**6,462,525**	**8,733,334**	**13,827,509**	**13,036,625**	**-5.72%**
<u>EXPENDITURES</u>					
City Council	275,169	304,888	377,749	370,100	-2.02%
City Mayor	91,087	171,170	237,084	483,300	103.85%
City Manager	50,403	322,673	815,725	794,800	-2.57%
City Clerk	95,286	186,575	383,125	421,350	9.98%
Finance & Administration	158,817	609,156	912,534	1,086,400	19.05%
City Attorney	503,519	529,333	600,000	600,000	0.00%
Information Technology	51,970	322,312	932,178	951,100	2.03%
Human Resources	31,370	353,874	579,473	679,400	17.24%
Risk Management	0	63,328	0	85,000	N/A
Facilities & Property Management	20,370	807,160	810,000	1,141,900	40.98%
Communications	41,297	139,579	624,287	534,050	-14.45%
General Administration	0	3,000	0	234,700	N/A
Municipal Court	0	0	407,623	730,900	79.31%
Sustainability Waste & Beautification	0	140,706	489,846	481,400	-1.72%
Parks & Recreation	0	60,533	1,816,854	1,018,900	-43.92%
Community Development	244,822	1,252,888	1,785,613	2,662,600	49.11%
Code Enforcement	0	481,850	1,714,923	1,058,200	-38.29%
Economic Development	0	45,773	0	618,800	N/A
Other Financing Uses	53,000	218,484	0	2,073,193	N/A
	1,617,110	**6,013,282**	**12,487,014**	**16,026,093**	**28.34%**

GENERAL FUND 100 - REVENUE
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
10090	311315	Motor Vehicle (TAVT)	3,114,599	2,846,097	3,264,599	2,850,000
10090	311710	Electric Franchise Fee	1,450,357	1,851,807	2,705,600	1,850,000
10090	311730	Gas Franchise Fee	367,064	421,058	749,330	415,000
10090	311750	Cable TV Franchise Fee	0	10	0	0
10090	316100	Business & Occupational Tax	1,364,729	2,981,523	1,449,235	2,500,000
10090	316201	Insurance Premium Tax	0	0	4,314,974	4,250,000
		Total Taxes	**6,296,749**	**8,100,495**	**12,483,738**	**11,865,000**
10060	322200	Building Permits	0	298,996	1,244,256	1,000,000
		Total Licenses and Permits	**0**	**298,996**	**1,244,256**	**1,000,000**
10050	344190	Environmental Mgmt Fees	0	11,120	0	10,000
10050	347500	Recreation Fees	0	500	0	1,000
		Total Charges for Services	**0**	**11,620**	**0**	**11,000**
10020	351171	Municipal Court Fines	0	0	7,366	0
		Total Fines and Forfeitures	**0**	**0**	**7,366**	**0**
10090	361401	Interest Earnings	17,052	52,389	0	20,000
		Total Investment Earnings	**17,052**	**52,389**	**0**	**20,000**
10090	371000	Donations/Private Contributions	0	2,600	0	0
10090	389009	Miscellaneous Revenues	0	0	1,181	0
10090	391275	Transfers in Hotel/Motel	0	267,234	90,968	140,625
10090	393500	Proceeds from Capital Leases	148,724	0	0	0
		Miscellaneous Revenue	**148,724**	**269,834**	**92,149**	**140,625**
		TOTAL REVENUES	**6,462,525**	**8,733,334**	**13,827,509**	**13,036,625**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

CITY COUNCIL

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
1001110	511100	REGULAR SALARIES	177,365	182,274	213,200	202,500
1001110	512100	HEALTH INSURANCE	0	5,691	40,975	25,600
1001110	512200	SOCIAL SECURITY	10,377	11,168	13,211	12,600
1001110	512300	MEDICARE	2,427	2,612	3,099	2,900
1001110	512400	RETIREMENT CONTRIBUTIONS	0	0	12,152	4,700
1001110	512700	WORKERS' COMPENSATION	0	185	20,000	1,900
		Total Salaries and Benefits	**190,168**	**201,929**	**302,637**	**250,200**
1001110	521200	PROFESSIONAL SERVICES	7,397	9,700	0	34,800
1001110	521330	COUNCIL ALLOWANCE	0	4,131	18,000	18,000
1001110	522310	COUNCIL MEETING RENTAL SPACE	486	9,021	0	18,000
1001110	523400	PRINTING & BINDING	2,299	1,678	0	500
1001110	523500	TRAVEL	18,673	5,379	0	12,000
1001110	523600	DUES & FEES	24,939	50,000	3,000	3,000
1001110	523700	EDUCATION/TRAINING	20,463	9,300	32,112	20,100
1001110	523900	CONTRACTUAL SERVICES	6,564	6,000	15,000	0
1001110	531100	GENERAL OPERATING SUPPLIES	776	750	7,000	7,000
1001110	531300	HOSPITALITY/DISCRETIONARY	3,404	7,000	0	6,500
		Total Operations and Capital	**85,001**	**102,959**	**75,112**	**119,900**
		Total	**275,169**	**304,888**	**377,749**	**370,100**

PERSONNEL INFORMATION - CITY COUNCIL

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Councilmembers	6	6	6	6
Administrative Assistant	1	1	1	1
TOTAL POSITIONS	**7**	**7**	**7**	**7**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
CITY MAYOR						
1001310	511100	REGULAR SALARIES	54,029	103,751	123,200	300,400
1001310	512100	HEALTH INSURANCE	0	11,382	40,975	76,800
1001310	512200	SOCIAL SECURITY	3,194	6,433	7,634	18,600
1001310	512300	MEDICARE	747	1,504	1,791	4,400
1001310	512400	RETIREMENT CONTRIBUTIONS	0	0	7,022	15,200
1001310	512700	WORKERS' COMPENSATION	0	0	10,000	3,000
		Total Salaries and Benefits	**57,970**	**123,070**	**190,622**	**418,400**
1001310	521200	PROFESSIONAL SERVICES	5,697	9,700	0	0
1001310	521330	MAYOR ALLOWANCE	0	500	5,000	5,000
1001310	523400	PRINTING & BINDING	115	400	0	400
1001310	523500	TRAVEL	6,616	2,000	0	9,000
1001310	523600	DUES & FEES	5,614	25,000	3,000	20,000
1001310	523700	EDUCATION/TRAINING	12,728	5,200	16,462	7,500
1001310	523900	CONTRACTUAL SERVICES	2,327	5,000	15,000	17,000
1001310	531100	GENERAL OPERATING SUPPLIES	0	250	7,000	5,000
1001310	531300	HOSPITALITY/DISCRETIONARY	20	50	0	1,000
		Total Operations and Capital	**33,117**	**48,100**	**46,462**	**64,900**
		Total	**91,087**	**171,170**	**237,084**	**483,300**

PERSONNEL INFORMATION - CITY MAYOR

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Mayor	1	1	1	1
Chief of Staff	0	1	1	1
Public Relations Specialist	0	0	0	1
Administrative Assistant	1	1	1	1
TOTAL POSITIONS	**2**	**3**	**3**	**4**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
CITY MANAGER						
1001320	511100	REGULAR SALARIES	43,955	239,054	454,631	436,800
1001320	512100	HEALTH INSURANCE	0	44,263	154,580	76,800
1001320	512200	SOCIAL SECURITY	2,191	14,958	26,812	27,100
1001320	512300	MEDICARE	513	3,498	6,292	6,200
1001320	512400	RETIREMENT CONTRIBUTIONS	0	0	24,665	34,500
1001320	512700	WORKERS' COMPENSATION	0	250	30,000	4,200
		Total Salaries and Benefits	**46,659**	**302,023**	**696,980**	**585,600**
1001320	521200	PROFESSIONAL SERVICES	0	5,500	50,000	100,000
1001320	523400	PRINTING & BINDING	0	300	0	500
1001320	523500	TRAVEL	0	4,500	0	12,000
1001320	523600	DUES & FEES	106	3,750	8,600	8,500
1001320	523700	EDUCATION/TRAINING	3,300	2,000	27,145	15,200
1001320	523710	COUNCIL PLANNING	0	0	0	30,000
1001320	523900	CONTRACTUAL SERVICES	275	3,500	21,000	21,000
1001320	531100	GENERAL OPERATING SUPPLIES	63	1,000	12,000	17,000
1001320	531300	HOSPITALITY	0	100	0	5,000
		Total Operations and Capital	**3,744**	**20,650**	**118,745**	**209,200**
		Total	**50,403**	**322,673**	**815,725**	**794,800**

PERSONNEL INFORMATION - CITY MANAGER

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
City Manager	1	1	1	1
Special Project Manager	1	1	1	1
Administrative Supervisor	1	1	1	1
Administrative Assistant	0	0	1	1
TOTAL POSITIONS	**3**	**3**	**4**	**4**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
CITY CLERK						
1001330	511100	REGULAR SALARIES	26,387	106,350	182,773	194,800
1001330	512100	HEALTH INSURANCE	0	34,758	81,950	32,000
1001330	512200	SOCIAL SECURITY	1,264	6,125	11,325	12,100
1001330	512300	MEDICARE	296	1,432	2,657	2,800
1001330	512400	RETIREMENT CONTRIBUTIONS	0	0	10,418	11,100
1001330	512700	WORKERS' COMPENSATION	0	110	3,455	1,900
		Total Salaries and Benefits	**27,946**	**148,775**	**292,578**	**254,700**
1001330	521101	PROF SVCS-GENERAL	0	0	50,000	13,000
1001330	521300	TECHNICAL SERVICES	44,074	15,000	0	26,100
1001330	523300	ADVERTISING	313	0	0	1,000
1001330	523400	PRINTING & BINDING	198	100	0	1,000
1001330	523500	TRAVEL	0	2,500	0	10,550
1001330	523600	DUES & FEES	0	8,200	5,000	1,000
1001330	523700	EDUCATION/TRAINING	0	5,000	18,547	8,000
1001330	523900	CONTRACTUAL SERVICES	22,460	2,000	5,000	100,000
1001330	531100	GENERAL OPERATING SUPPLIES	295	5,000	12,000	5,000
1001330	531300	HOSPITALITY	0	0	0	1,000
		Total Operations and Capital	**67,340**	**37,800**	**90,547**	**166,650**
		Total	**95,286**	**186,575**	**383,125**	**421,350**

PERSONNEL INFORMATION - CITY CLERK

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
City Clerk	1	1	1	1
Deputy City Clerk	1	1	1	1
TOTAL POSITIONS	**2**	**2**	**2**	**2**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
FINANCE & ADMINISTRATION						
1001510	511100	REGULAR SALARIES	0	124,848	500,500	723,400
1001510	512100	HEALTH INSURANCE	0	17,073	204,876	153,700
1001510	512200	SOCIAL SECURITY	0	7,150	31,013	44,900
1001510	512300	MEDICARE	0	1,672	7,275	10,500
1001510	512401	RETIREMENT CONTRIBUTIONS	0	7,116	28,528	41,200
1001510	512700	WORKERS' COMPENSATION	0	24,025	24,025	7,200
		Total Salaries and Benefits	**0**	**181,884**	**796,217**	**980,900**
1001510	521200	PROFESSIONAL SERVICES	114,745	320,420	50,000	10,000
1001510	521210	PROF SERVICES-AUDIT	0	24,000	0	25,000
1001510	521300	TECHNICAL SERVICES	30,523	33,325	0	35,000
1001510	523400	PRINTING & BINDING	0	0	0	500
1001510	523500	TRAVEL	0	44	0	5,000
1001510	523600	DUES & FEES	40	106	5,000	2,500
1001510	523700	EDUCATION/TRAINING	0	500	34,317	10,000
1001510	523900	CONTRACTUAL SERVICES	10,031	3,725	5,000	5,000
1001510	523950	BANK SERVICE CHARGES	957	1,317	0	2,500
1001510	531100	GENERAL OPERATING SUPPLIES	2,521	3,301	22,000	10,000
1001510	542400	COMPUTER EQUIPMENT	0	40,535	0	0
		Total Operations and Capital	**158,817**	**427,272**	**116,317**	**105,500**
		Total	**158,817**	**609,156**	**912,534**	**1,086,400**

PERSONNEL INFORMATION - FINANCE

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Finance Director	0	1	1	1
Deputy Finance Director	0	1	1	1
Purchasing Manager	0	0	1	1
Finance Analyst	0	1	1	2
Revenue Analyst	0	1	1	1
Administrative Assistant	0	1	1	1
TOTAL POSITIONS	**0**	**5**	**6**	**7**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
CITY ATTORNEY						
1001530	521250	PROF SERVICES-LEGAL INTERNAL	385,544	432,000	500,000	500,000
1001530	521255	PROF SERVICES-LEGAL EXTERNAL	117,975	97,333	100,000	100,000
		Total	**503,519**	**529,333**	**600,000**	**600,000**

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
INFORMATION SERVICES						
1001535	511100	REGULAR SALARIES	0	26,925	228,294	390,100
1001535	512100	HEALTH INSURANCE	0	7,588	81,950	102,000
1001535	512200	SOCIAL SECURITY	0	1,669	14,147	24,200
1001535	512300	MEDICARE	0	390	3,318	5,700
1001535	512401	RETIREMENT CONTRIBUTIONS	0	1,315	13,013	21,500
1001535	512700	WORKERS' COMPENSATION	0	3,000	4,166	3,900
		Total Salaries and Benefits	**0**	**40,888**	**344,888**	**547,400**
1001535	521200	PROFESSIONAL SERVICES	31,719	48,000	250,000	100,000
1001535	521300	TECHNICAL SERVICES-SW & LIC	0	20,073	0	115,000
1001535	522320	EQUIPMENT LEASE	0	0	0	10,400
1001535	523200	COMMUNICATIONS	2,309	21,009	0	91,000
1001535	523500	TRAVEL	0	0	0	6,500
1001535	523600	DUES & FEES	2,596	10,736	5,000	5,000
1001535	523700	EDUCATION/TRAINING	1,620	2,000	17,290	10,800
1001535	523900	CONTRACTUAL SERVICES	0	2,500	5,000	15,000
1001535	531100	GENERAL OPERATING SUPPLIES	0	23,276	35,000	20,000
1001535	531600	SMALL TOOLS & EQUIPMENT	13,726	103,863	275,000	30,000
1001535	542400	COMPUTER EQUIPMENT	0	49,967	0	0
		Total Operations and Capital	51,970	281,424	587,290	403,700
		Total	**51,970**	**322,312**	**932,178**	**951,100**

PERSONNEL INFORMATION - INFORMATION SERVICES

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
IT Director	0	1	1	1
IT Technician	0	1	2	2
Data Analyst	0	1	1	1
TOTAL POSITIONS	**0**	**3**	**4**	**4**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
HUMAN RESOURCES						
1001540	511100	REGULAR SALARIES	0	121,959	269,250	333,100
1001540	512100	HEALTH INSURANCE	17,231	12,374	122,926	76,800
1001540	512200	SOCIAL SECURITY	0	7,462	16,684	20,700
1001540	512300	MEDICARE	0	1,745	3,914	4,800
1001540	512401	RETIREMENT CONTRIBUTIONS	0	34,176	15,347	19,000
1001540	512700	WORKERS' COMPENSATION	4,217	4,346	7,778	3,300
		Total Salaries and Benefits	**21,448**	**182,062**	**435,899**	**457,700**
1001540	521200	PROFESSIONAL SERVICES	8,733	124,938	100,000	100,000
1001540	521300	TECHNICAL SERVICES	0	480	0	54,600
1001540	523300	ADVERTISING	0	0	0	15,000
1001540	523400	PRINTING & BINDING	0	234	0	7,500
1001540	523500	TRAVEL	0	0	0	7,500
1001540	523600	DUES & FEES	0	32,961	5,000	5,000
1001540	523700	EDUCATION/TRAINING	0	35	21,574	14,100
1001540	523900	CONTRACTUAL SERVICES	1,189	12,550	5,000	5,000
1001540	531100	GENERAL OPERATING SUPPLIES	0	129	12,000	8,000
1001540	531300	FOOD/HOSPITALITY	0	484	0	5,000
		Total Operations and Capital	**9,922**	**171,811**	**143,574**	**221,700**
		Total	**31,370**	**353,874**	**579,473**	**679,400**

PERSONNEL INFORMATION - HUMAN RESOURCES

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
HR Director	0	1	1	1
HR Manager	0	1	1	1
HR Specialist	0	1	1	1
TOTAL POSITIONS	**0**	**3**	**3**	**3**

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
RISK MANAGEMENT						
1001555	523100	GENERAL LIABILITY INSURANCE	0	21,357	0	26,700
1001555	523110	AUTOMOBILE INSURANCE	0	1,979	0	2,500
1001555	523120	PUBLIC OFFICIALS INSURANCE	0	36,941	0	46,200
1001555	523130	PROPERTY DAMAGE INSURANCE	0	1,628	0	2,000
1001555	523140	CRIME COVERAGE INSURANCE	0	1,423	0	1,800
1001555	523150	CYBERSECURITY INSURANCE	0	0	0	5,800
		Total	**0**	**63,328**	**0**	**85,000**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
FACILITIES & PROPERTY MANAGEMENT						
1001565	511100	REGULAR SALARIES	0	0	0	58,200
1001565	512101	HEALTH INSURANCE	0	0	0	25,600
1001565	512200	SOCIAL SECURITY	0	0	0	3,600
1001565	512300	MEDICARE	0	0	0	800
1001565	512401	RETIREMENT CONTRIBUTIONS	0	0	0	3,300
1001565	512700	WORKERS' COMPENSATION	0	0	0	600
		Total Salaries and Benefits	**0**	**0**	**0**	**92,100**
1001565	521200	PROFESSIONAL SERVICES	1,250	5,000	0	0
1001565	521300	TECHNICAL SERVICES	0	0	0	2,400
1001565	522100	CLEANING	0	1,200	0	144,000
1001565	522210	REPAIRS & MAINTENANCE-ROW	0	0	0	150,000
1001565	522220	REPAIRS & MAINTENANCE-VEHICLES	0	0	0	2,500
1001565	522230	REPAIRS & MAINTENANCE-BLDGS	0	0	0	4,800
1001565	522310	BUILDING OPERATING LEASE	0	125,000	210,000	307,500
1001565	522320	EQUIPMENT LEASE	12,351	0	0	0
1001565	523600	DUES & FEES	0	0	0	6,000
1001565	531100	GENERAL OPERATING SUPPLIES	4,556	4,500	0	10,000
1001565	531210	WATER	0	800	0	3,600
1001565	531220	NATURAL GAS	0	1,400	0	2,400
1001565	531230	ELECTRICITY	0	4,100	0	15,600
1001565	531600	SMALL TOOLS & EQUIPMENT	2,213	0	0	1,000
1001565	541200	SITE IMPROVEMENTS	0	559,327	550,000	400,000
1001565	542100	MACHINERY & EQUIPMENT	0	105,833	50,000	0
		Total Operations and Capital	20,370	807,160	810,000	1,049,800
		Total	**20,370**	**807,160**	**810,000**	**1,141,900**

PERSONNEL INFORMATION - FACILITIES & PROPERTY MANAGEMENT

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Facilities Director	0	0	0	0
Administrative Assistant	0	0	0	1
TOTAL POSITIONS	**0**	**0**	**0**	**1**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
COMMUNICATIONS						
1001570	511100	REGULAR SALARIES	0	35,896	269,220	295,300
1001570	512100	HEALTH INSURANCE	0	6,638	122,926	76,800
1001570	512200	SOCIAL SECURITY	0	2,226	16,682	18,300
1001570	512300	MEDICARE	0	520	3,913	4,300
1001570	512401	RETIREMENT CONTRIBUTIONS	0	3,590	15,346	16,700
1001570	512700	WORKERS' COMPENSATION	0	350	7,477	2,900
		Total Salaries and Benefits	**0**	**49,219**	**435,564**	**414,300**
1001570	521100	PROFESSIONAL SERVICES	16,450	22,333	50,000	50,000
1001570	521300	TECHNICAL SERVICES	0	3,065	0	1,000
1001570	523300	ADVERTISING	6,120	9,453	5,000	10,000
1001570	523400	PRINTING & BINDING	0	0	0	0
1001570	523500	TRAVEL	0	0	0	7,500
1001570	523600	DUES & FEES	302	310	0	0
1001570	523700	EDUCATION/TRAINING	3,500	1,500	18,723	11,250
1001570	523900	CONTRACTUAL SERVICES	6,452	17,197	5,000	5,000
1001570	531100	GENERAL OPERATING SUPPLIES	8,473	10,000	35,000	20,000
1001570	531600	SMALL EQUIPMENT < $10,000	0	0	0	15,000
1001570	531350	SPECIAL EVENTS	0	1,501	0	0
1001570	542100	MACHINERY & EQUIPMENT	0	25,000	75,000	0
		Total Operations and Capital	41,297	90,359	188,723	119,750
		Total	**41,297**	**139,579**	**624,287**	**534,050**

PERSONNEL INFORMATION - COMMUNICATIONS

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Communications Director	0	1	1	1
Communications Coordinator	0	1	1	1
Communications Technician	0	1	1	1
TOTAL POSITIONS	**0**	**3**	**3**	**3**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

GENERAL ADMINISTRATION

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
1001595	511200	PART-TIME/SEASONAL EMPLOYEES	0	0	0	78,000
1001595	512200	SOCIAL SECURITY	0	0	0	4,800
1001595	512300	MEDICARE	0	0	0	1,100
1001595	512700	WORKERS' COMPENSATION	0	0	0	800
1001595	521200	PROFESSIONAL SERVICES	0	2,000	0	150,000
1001595	521240	PROF SERVICES-NONPROFITS	0	0	0	0
1001595	521300	TECHNICAL SERVICES	0	0	0	0
1001595	523200	COMMUNICATIONS	0	0	0	0
1001595	531100	GENERAL OPERATING SUPPLIES	0	1,000	0	0
1001595	579000	CONTINGENCY	0	0	0	0
		Total	**0**	**3,000**	**0**	**234,700**

PERSONNEL INFORMATION - GENERAL ADMINISTRATION

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Seasonal	0	0	0	10
TOTAL POSITIONS	**0**	**0**	**0**	**10**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
MUNICIPAL COURT						
1002650	511100	REGULAR SALARIES	0	0	135,000	345,000
1002650	512101	HEALTH INSURANCE	0	0	40,975	76,800
1002650	512200	SOCIAL SECURITY	0	0	8,366	21,400
1002650	512300	MEDICARE	0	0	1,962	5,000
1002650	512401	RETIREMENT CONTRIBUTIONS	0	0	7,695	19,700
1002650	512700	WORKERS' COMPENSATION	0	0	4,600	3,500
		Total Salaries and Benefits	**0**	**0**	**198,598**	**471,400**
1002650	521260	PROF SERVICES-COURT	0	0	145,000	160,000
1002650	521300	TECHNICAL SERVICES	0	0	0	50,000
1002650	523400	PRINTING & BINDING	0	0	0	500
1002650	523500	TRAVEL	0	0	0	5,000
1002650	523600	DUES & FEES	0	0	5,000	2,500
1002650	523700	EDUCATION/TRAINING	0	0	14,025	9,000
1002650	523900	CONTRACTUAL SERVICES	0	0	5,000	5,000
1002650	523950	MERCHANT SERVICES CHARGES	0	0	0	2,500
1002650	531100	GENERAL OPERATING SUPPLIES	0	0	40,000	25,000
		Total Operations and Capital	**0**	**0**	**209,025**	**259,500**
		Total	**0**	**0**	**407,623**	**730,900**

PERSONNEL INFORMATION - MUNICIPAL COURT

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Court Administrator	0	1	1	1
Clerk of Court	0	1	1	1
Court Clerk	0	1	1	1
TOTAL POSITIONS	**0**	**3**	**3**	**3**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
SUSTAINABILITY WASTE & BEAUTIFICATION						
1004500	511100	REGULAR SALARIES	0	42,308	188,470	194,600
1004500	512101	HEALTH INSURANCE	0	6,704	81,950	51,200
1004500	512200	SOCIAL SECURITY	0	2,623	11,679	12,100
1004500	512300	MEDICARE	0	613	2,739	2,900
1004500	512401	RETIREMENT CONTRIBUTIONS	0	1,315	10,743	10,800
1004500	512700	WORKERS' COMPENSATION	0	1,021	3,369	1,900
		Total Salaries and Benefits	**0**	**54,584**	**298,950**	**273,500**
1004500	521200	PROFESSIONAL SERVICES	0	10,000	10,000	75,000
1004500	521300	TECHNICAL SERVICES	0	0	0	0
1004500	523300	ADVERTISING	0	0	0	1,000
1004500	523400	PRINTING & BINDING	0	0	0	1,000
1004500	523500	TRAVEL	0	1,000	0	7,400
1004500	523600	DUES & FEES	0	1,000	5,000	5,000
1004500	523700	EDUCATION/TRAINING	0	4,000	15,896	8,500
1004500	523900	CONTRACTUAL SERVICES	0	0	5,000	5,000
1004500	531100	GENERAL OPERATING SUPPLIES	0	5,122	80,000	20,000
1004500	531600	SMALL TOOLS & EQUIPMENT	0	0	0	80,000
1004500	542200	VEHICLES	0	65,000	75,000	0
1004500	572000	PAYMENTS TO OTHER AGENCIES	0	0	0	5,000
		Total Operations and Capital	0	86,122	190,896	207,900
		Total	**0**	**140,706**	**489,846**	**481,400**

PERSONNEL INFORMATION - SUSTAINABILITY WASTE & BEAUTIFICATION

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
SWB Director	0	1	1	1
Program Manager	0	0	1	1
TOTAL POSITIONS	**0**	**1**	**2**	**2**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

PARKS & RECREATION

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
1006200	511100	REGULAR SALARIES	0	0	901,834	550,600
1006200	511200	PT/SEASONAL EMPLOYEES	0	11,085	0	78,000
1006200	512101	HEALTH INSURANCE	0	0	245,851	153,700
1006200	512200	SOCIAL SECURITY	0	687	55,882	39,000
1006200	512300	MEDICARE	0	161	13,108	9,100
1006200	512401	RETIREMENT CONTRIBUTIONS	0	0	51,405	31,400
1006200	512700	WORKERS COMPENSATION	0	1,100	52,910	6,300
		Total Salaries and Benefits	**0**	**13,033**	**1,320,990**	**868,100**
1006200	521201	PROF SVCS-GENERAL	0	10,000	10,000	10,000
1006200	521300	TECHNICAL SERVICES	0	0	0	0
1006200	521330	EVENTS	0	35,000	40,000	40,000
1006200	523500	TRAVEL	0	0	0	11,100
1006200	523600	DUES & FEES	0	0	5,000	5,000
1006200	523700	EDUCATION/TRAINING	0	0	45,864	34,700
1006200	523900	CONTRACTUAL SERVICES	0	0	5,000	5,000
1006200	531100	GENERAL OPERATING SUPPLIES	0	2,500	40,000	30,000
1006200	531102	PROGRAM SUPPLIES	0	0	0	0
1006200	531600	SMALL TOOLS & EQUIPMENT	0	0	0	10,000
1006200	531750	UNIFORMS	0	0	0	5,000
1006200	542100	MACHINERY & EQUIPMENT	0	0	350,000	0
		Total Operations and Capital	0	47,500	495,864	150,800
		Total	**0**	**60,533**	**1,816,854**	**1,018,900**

PERSONNEL INFORMATION - PARK & RECREATION

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Parks & Recreation Director	0	0	1	1
Cultural Arts & Affairs Manager	0	0	1	1
Operations & Facilities Manager	0	0	1	1
Event Coordinator	0	1	2	2
Volunteer Coordinator	0	0	1	1
Seasonal	0	3	3	10
TOTAL POSITIONS	**0**	**4**	**9**	**16**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
COMMUNITY DEVELOPMENT						
1007000	511100	REGULAR SALARIES	19,038	359,001	603,903	1,510,800
1007000	512101	HEALTH INSURANCE	0	79,455	286,826	384,100
1007000	512200	SOCIAL SECURITY	293	21,998	37,421	93,700
1007000	512300	MEDICARE	245	5,145	8,778	21,900
1007000	512401	RETIREMENT CONTRIBUTIONS	0	20,463	34,422	85,600
1007000	512700	WORKERS' COMPENSATION	0	3,590	40,873	15,000
		Total Salaries and Benefits	**19,577**	**489,652**	**1,012,223**	**2,111,100**
1007000	521200	PROFESSIONAL SERVICES	1,405	500,000	550,000	150,000
1007000	521300	TECHNICAL SERVICES	1,275	79,886	0	80,000
1007000	523300	ADVERTISING	0	340	0	3,500
1007000	523500	TRAVEL	0	2,217	0	15,000
1007000	523600	DUES & FEES	0	211	5,000	5,000
1007000	523700	EDUCATION/TRAINING	3,400	1,872	78,390	48,000
1007000	523900	CONTRACTUAL SERVICES	70,442	792	5,000	5,000
1007000	523950	MERCHANT SERVICES CHARGES	0	60,042	0	60,000
1007000	531100	GENERAL OPERATING SUPPLIES	0	5,831	35,000	35,000
1007000	531300	FOOD & MEALS	0	345	0	0
1007000	542400	COMPUTER EQUIPMENT	148,724	11,700	0	0
1007000	572000	PAYMENTS TO OTHER AGENCIES	0	100,000	100,000	150,000
		Total Operations and Capital	225,245	763,236	773,390	551,500
		Total	**244,822**	**1,252,888**	**1,785,613**	**2,662,600**

PERSONNEL INFORMATION - COMMUNITY DEVELOPMENT

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Community Development Director	1	1	1	1
Deputy Comm. Development Director	0	1	0	1
Chief Building Official	0	1	1	1
Building Inspector Supervisor	0	1	1	1
Building Inspector	0	2	2	2
Planning and Zoning Manager	0	1	1	1
Building License Supervisor	0	1	1	1
Senior Planner	0	2	2	2
Planner	0	2	2	2
Comm Dev Clerk	0	4	4	4
TOTAL POSITIONS	**1**	**16**	**15**	**16**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
CODE ENFORCEMENT						
1007420	511100	REGULAR SALARIES	0	204,748	910,630	651,900
1007420	512101	HEALTH INSURANCE	0	34,527	327,802	179,300
1007420	512200	SOCIAL SECURITY	0	12,575	56,427	40,400
1007420	512300	MEDICARE	0	2,941	13,236	9,500
1007420	512401	RETIREMENT CONTRIBUTIONS	0	11,671	51,906	37,000
1007420	512700	WORKERS' COMPENSATION	0	2,047	71,250	6,500
		Total Salaries and Benefits	**0**	**268,510**	**1,431,251**	**924,600**
1007420	521200	PROFESSIONAL SERVICES	0	10,000	10,000	10,000
1007420	523100	TECHNICAL SERVICES	0	0	0	40,000
1007420	523400	PRINTING & BINDING	0	3,827	0	0
1007420	523500	TRAVEL	0	1,567	0	10,000
1007420	523600	DUES & FEES	0	0	5,000	5,000
1007420	523700	EDUCATION/TRAINING	0	5,050	48,672	26,600
1007420	523900	CONTRACTUAL SERVICES	0	3,108	5,000	5,000
1007420	531100	OPERATING SUPPLIES	0	3,881	40,000	30,000
1007420	531600	SMALL EQUIPMENT <$10,000	0	7,363	0	0
1007420	531700	UNIFORMS	0	3,000	0	7,000
1007420	542400	VEHICLES	0	175,544	175,000	0
		Total Operations and Capital	**0**	**213,340**	**283,672**	**133,600**
		Total	**0**	**481,850**	**1,714,923**	**1,058,200**

PERSONNEL INFORMATION - CODE ENFORCEMENT

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Code Enforcement Director	0	1	1	1
Code Enforcement Supervisor	0	2	2	2
Code Enforcement Officer	0	4	4	4
Administrative Assistant	0	0	0	1
TOTAL POSITIONS	**0**	**7**	**7**	**8**

GENERAL FUND 100 - EXPENDITURES
FY 2026 PROPOSED BUDGET

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
ECONOMIC DEVELOPMENT						
1007510	511100	REGULAR SALARIES	0	38,367	0	294,300
1007510	512101	HEALTH INSURANCE	0	1,900	0	76,800
1007510	512200	SOCIAL SECURITY	0	2,379	0	18,200
1007510	512300	MEDICARE	0	556	0	4,300
1007510	512401	RETIREMENT CONTRIBUTIONS	0	2,187	0	16,800
1007510	512700	WORKERS' COMPENSATION	0	384	0	2,900
		Total Salaries and Benefits	**0**	**45,773**	**0**	**413,300**
1007510	521200	PROFESSIONAL SERVICES	0	0	0	150,000
1007510	523100	TECHNICAL SERVICES	0	0	0	8,600
1007510	523300	ADVERTISING	0	0	0	18,000
1007510	523400	PRINTING & BINDING	0	0	0	4,000
1007510	523500	TRAVEL	0	0	0	7,000
1007510	523600	DUES & FEES	0	0	0	3,800
1007510	523700	EDUCATION/TRAINING	0	0	0	5,500
1007510	523900	CONTRACTUAL SERVICES	0	0	0	2,000
1007510	531100	OPERATING SUPPLIES	0	0	0	3,000
1007510	531300	FOOD & MEALS	0	0	0	3,600
		Total Operations and Capital	**0**	**0**	**0**	**205,500**
		Total	**0**	**45,773**	**0**	**618,800**

PERSONNEL INFORMATION - ECONOMIC DEVELOPMENT

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
Economic Development Director	0	1	0	1
Project Manager	0	0	0	1
Administrative Assistant	0	0	0	1
TOTAL POSITIONS	**0**	**1**	**0**	**3**

			2024 Actual	2025 Projected	2025 Budget	2026 Budget
OTHER USES						
1009000	581300	LEASE PRINCIPAL	52,840	0	0	0
1009000	582300	LEASE INTEREST EXPENSE	160	0	0	0
1009000	611220	TRANSFER TO TREE FUND	0	0	0	160,000
1009000	611300	TRANSFER TO CAPITAL PROJECTS	0	0	0	1,400,000
1009000	611975	TRANSFER TO URA	0	218,484	0	513,193
		Total	**53,000**	**218,484**	**0**	**2,073,193**
GENERAL FUND TOTAL EXPENDITURES			**1,617,110**	**6,013,282**	**12,487,014**	**16,026,093**
NET CHANGE IN FUND BALANCE			4,845,415	2,720,051	1,340,495	(2,989,468)
FUND BALANCE BEGINNING OF YEAR			0	4,845,415	4,845,415	7,565,467
FUND BALANCE END OF YEAR			4,845,415	7,565,467	6,185,910	4,575,999

TREE FUND 220
FY 2026 PROPOSED BUDGET

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
REVENUES:				
DEVELOPMENT IMPACT FEES	0	0	0	0
TRANSFER IN FROM GENERAL FUND	0	0	0	160,000
TOTAL REVENUES	**0**	**0**	**0**	**160,000**
EXPENDITURES:				
APPROVED PROJECTS	0	0	0	160,000
TOTAL EXPENDITURES	**0**	**0**	**0**	**160,000**
NET CHANGE IN FUND BALANCE	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR	**0**	**0**	**0**	**0**

SPECIAL SERVICE DISTRICT-SIX FLAGS FUND 270
FY 2026 PROPOSED BUDGET

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
REVENUES:				
PROPERTY TAXES	0	0	0	1,250,000
INTEREST INCOME	0	0	0	0
TOTAL REVENUES	**0**	**0**	**0**	**1,250,000**
EXPENDITURES:				
CONTRACTED SERVICES	0	0	0	54,000
CONTINGENCY	0	0	0	1,196,000
TOTAL EXPENDITURES	**0**	**0**	**0**	**1,250,000**
NET CHANGE IN FUND BALANCE	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR	**0**	**0**	**0**	**0**

HOTEL MOTEL FUND 275
FY 2026 PROPOSED BUDGET

	2024 Actual	2025 Projected	2025 Budget	2026 Budget
REVENUES:				
HOTEL/MOTEL TAX	256,484	456,140	242,582	375,000
INTEREST REVENUE	0	0	0	0
TOTAL REVENUES	**256,484**	**456,140**	**242,582**	**375,000**
EXPENDITURES:				
MEET MABLETON	160,302	285,087	151,614	234,375
TRANSFER TO GENERAL FUND	96,181	171,053	90,968	140,625
TRANSFER TO HOSPITALITY & TOURISM	0	0	0	0
TOTAL EXPENDITURES	**256,484**	**456,140**	**242,582**	**375,000**
NET CHANGE IN FUND BALANCE	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR	**0**	**0**	**0**	**0**

CAPITAL PROJECTS FUND 300
FY 2026 PROPOSED BUDGET

Project Code	Description	2026 City Funding	2026 Budget
REVENUES:			
FEDERAL/STATE/OTHER OUTSIDE FUNDING			0
TRANSFER FROM GENERAL FUND		1,400,000	1,400,000
USE OF FUND BALANCE			0
TOTAL REVENUES			**1,400,000**
EXPENDITURES:			
SMALL PROJECTS			
	Capital Contingency	750,000	750,000
	Capital Purchase - Computer Software	50,000	50,000
	Capital Purchase - Computer Equipment	100,000	100,000
	Capital Purchase - Vehicles	500,000	500,000
		1,400,000	**1,400,000**
FACILITY PROJECTS			
F0001	City Hall	0	0
		0	**0**
PARKS PROJECTS			
P0001	Future Park Acquisition		
		0	**0**
TOTAL CAPITAL PROJECTS		**1,400,000**	**1,400,000**

June 11, 2025

Dear Mayor and City Council,

The proposed Fiscal Year (FY) 2026 Budget is submitted to the Mableton City Council in compliance with State Law (O.C.G.A. § 36-81-2 et seq.). This budget was developed based on the priorities adopted by City Council in February 2025, including Fiscal Soundness, Community Engagement, Green Initiatives, Housing Initiatives, Managed Growth, Technology and Innovation, and Responsible Development.

The FY2026 Budget maintains adequate reserves in fund balance to ensure sound fiscal integrity of the City of Mableton (City). The FY2026 Budget includes resources that will allow the City to provide a high level of general government services to the citizens of Mableton. This proposed budget also provides capital funding to establish the City's growing infrastructure needs.

The budget process included an assessment to determine the quality of services delivered and projected operational needs. The City Manager and Finance Director met with departments to assess projected goals and to discuss resources needed to meet these goals. Guidance and direction were also obtained through City Council Budget Review Meetings. During these Review Meetings, Council received briefings about economic conditions and short-term economic outlook, budget planning assumptions, operating department requests for resources, and capital programs.

Public hearings are scheduled to gain citizen input and enable all members of the City Council to better understand the needs of the entire community prior to budget adoption. The final budget is scheduled to be adopted by the City Council on June 25, 2025.

The proposed budgets for all operating, special revenue, and capital funds total $19,211,093. The City's General Fund provides for general government operations of the City and maintains adequate working capital necessary for the City's financial health and stability. This fund accounts for most of Mableton's operations and has a budget of $16,026,093. The remaining funds include the Tree Fund, the Six Flags Special Services District Fund, the Hotel/Motel Tax Fund, and the Capital Projects Fund. The Capital Projects Fund adopts project budgets where the adopted appropriations do not lapse at the end of a fiscal year; they remain in effect until project completion or re-appropriation by City Council.

The FY2026 General Fund Budget provides for $9,148,000 for personnel and related benefits (57%); $4,404,900 (28%) for operations and equipment; $1,960,000 (12%) for capital improvements; and $513,913 (3%) towards debt service. All eligible City employees may receive a 2.5% cost of living salary increase.

The City's goal is to adopt an operating budget where current revenues equal anticipated expenditures. All departments supported by the resources of the City must function within the limits of the financial resources identified or available specifically to them. Budgets cannot exceed available resources, defined as revenues generated in the current period added to balances carried forward from prior years.

The budget is a dynamic rather than static plan, which allows for adjustments and amendments as circumstances change. The City Council must approve all increases in total fund appropriations. Amounts in this budget may be reallocated within funds by approval of the City Manager as long as the total budgeted amounts do not exceed these appropriations by fund. Department Heads submit budget amendment requests transferring appropriations from one line item to another within the specific department appropriation with approval by the Finance Director and the City Manager.

Under the City's utilized financial policies, the City's fund balance is maintained at or above $4.3 million, or 33% of budgeted revenues. The purpose of fund balance is to provide adequate cash flow, to cover the cost of expenditures caused by unforeseen emergencies, to cover shortfalls caused by revenue declines, and to eliminate any short-term borrowing for cash flow purposes.

The focus of the FY2026 Budget is to provide excellent services to our citizens and business customers and to continue to allocate significant resources dedicated to improving infrastructure and the City's quality of life.

Tree Fund

This fund is being established this fiscal year to allow the City to become an official Tree City and accounts for revenues received from development that reduces tree canopy below mandated minimums. All revenues collected in this fund are used to enhance tree canopy on rights of way and on public properties. The amount estimated to be needed to establish the City’s Tree Fund for the FY2026 budget has been set at $160,000.

Six Flags Special Services District Fund

This fund accounts for the property taxes being collected in the Six Flags Area Special Services District, established in 2015. The taxes collected will be used to fund future redevelopment projects, wayfinding and gateway signage, and landscape improvements in the area. The anticipated taxes budgeted for FY2026 is $1,250,000.

Hotel Motel Fund

The room taxes imposed upon hotels and motels located within the City are accounted for in this fund. A portion of these funds can be retained by the City and a portion is expended for a narrow range of projects and activities allowed by State Law (O.C.G.A. § 48-13-51). These funds are currently distributed as follows: the City General Fund - 37.50%, Meet Mableton DMO – 43.75%, and the promotion/marketing of the City - 18.75%. The anticipated taxes budgeted for FY2026 is $375,000.

Capital Projects Fund

This fund accounts for all facilities, parks, and infrastructure construction in the City. Funds are derived from contributions from the General Fund as well as other grants and funding sources. The appropriations in this fund do not lapse at year-end, but rather, unspent amounts are carried forward to future periods until the individual projects are completed. The FY2026 budget for this fund is $1,400,000.

The City of Mableton FY2026 Budget is the culmination of the City's Priority Driven Programming process that reflects Council's approved priorities along with significant citizen engagement and feedback throughout the previous fiscal year. This budget provides the needed resources to provide services and projects that meet the needs of our citizens now and in the future.

As we celebrate our first full fiscal year of incorporation and our first annual budget, the FY 2026 Budget reflects Mableton's commitment to financial discipline , transparency, accountability, and fiscal prudence. Finally, our sincere appreciation is expressed to staff and department heads for the amount of work and effort expended in this process under tremendous time pressures.

Respectfully Submitted,

City Manager

Finance Director

AGENDA ITEM MEMORANDUM

MEETING OF: June 11, 2025
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: City of Mableton Community Development Department Update - Community Development Director Michael Hughes

BACKGROUND/SUMMARY: For the Mayor & Council to receive a presentation as it relates to activities and ongoing projects in the Community Development Department that include planning & zoning, building inspections/permits, and business license/occupational taxes.

BUDGETED/FINANCIAL IMPACT – FUND: NA

RECOMMENDATION: For the Mayor & Council to receive a presentation relating to activities and ongoing projects in the Community Development Department.

ATTACHMENTS:
1. Community Development Update 06112025 (2)

CITY OF MABLETON

COMMUNITY DEVELOPMENT UPDATE

2025

Staffing

Director

Michael Hughes

Business Licenses

Lamaya Edmonds
Business License Supervisor

Nyree Simpson
Business License Specialist

Deputy Director

Tina Garver

Administrative Assistant

Maryuri Reyes

Planning and Zoning

Chris Wheeler – Planning and Zoning Manager
Senior Planner (Vacant)
Senior Planner (Vacant)

Building Permitting

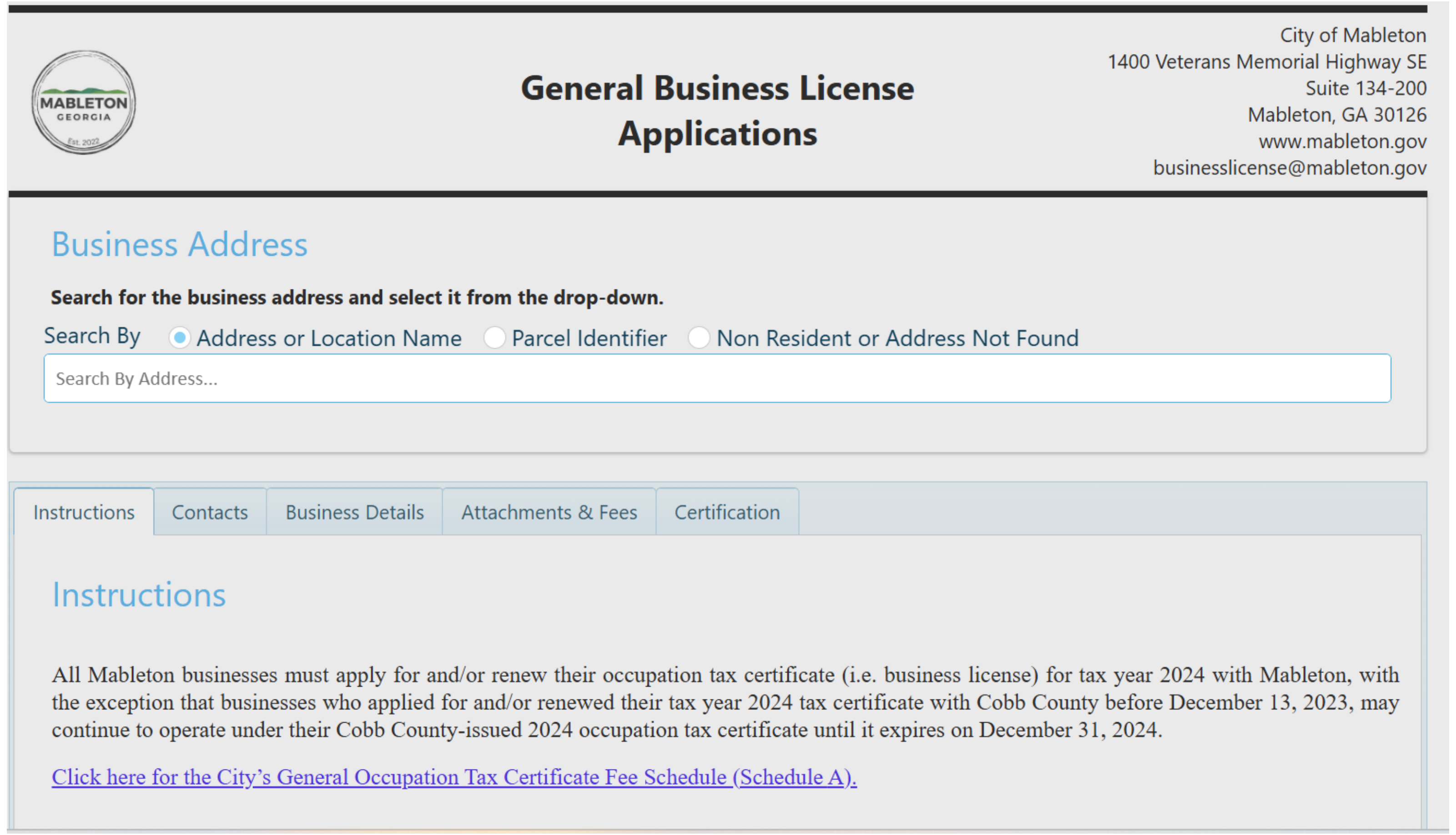
Marcus Robinson - Chief Building Official
Nicole Sewell - Community Development Clerk
Arian Rackley – Building Inspector Supervisor
David Brown – Building Inspector

ORDINANCE ADOPTION

- Zoning — November 2023
- Occupational Taxation and Business Licensure — November 2023
- Planning Commission and Board of Zoning Appeals Creation — October 2024
- Building and Construction — November 2024
- Zoning Map — November 2024
- Environmental and Natural Resources — March 2025
- Tree Preservation — May 2025

MABLETON GEORGIA Est. 2022

BUSINESS LICENSES



Application Processing

Document updates (license and permit forms submission)

Interdepartmental workflow revisions (Cobb water, fire, zoning, & permitting)

Digital license submission and renewal w/ reviews

Renewal timeline established

Penalty and interest fee assessment

Compliance

SAVE Registration (Internal compliance)

Excise tax (business compliance)

Delinquent letters (business compliance)

Technology

- Software implementation (Building permits, licensing, planning & zoning, code enforcement)
- Data transfer (Cobb County)
- Phones

Public-Facing Web Updates

- New Business License webpage layout and contact information

Onboarding & SOPs

- Business License policy handbook

BUILDING PERMITS

Team of five (5) Building Inspection Division

(1) Chief Building Official

(1) Permit Technician

(1) Inspection Supervisor

(2) Building Inspectors

INSPECTION METRICS FROM MARCH 1, 2025, TO PRESENT
• Building Permits Issued - 251
• Trade (Electrical, Mechanical, Plumbing) Permits Issued- 315
• Building Inspections Completed- -398

Functions

- Issuing building, electrical, HVAC, plumbing, and commercial/residential permits
- Submittal and review of Construction Plans
- Conducting Building Inspections

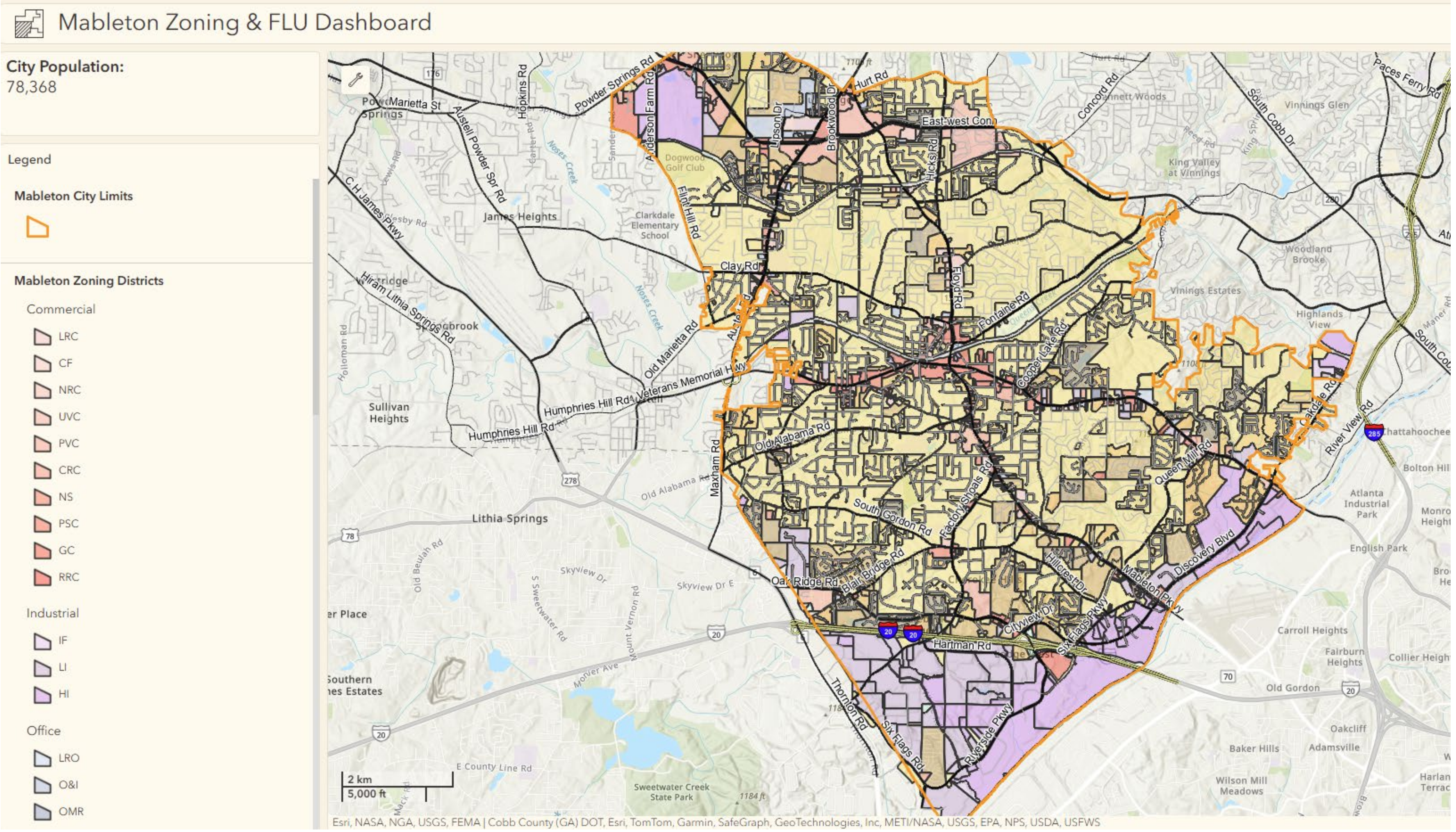
LAND DEVELOPMENT

- Local Issuing Authority approved on April 28, 2025
- Attendance at Cobb County Soil Commission Meeting.
- Establishment of LDP processing with coordination with Georgia Soil and Water Conservation Commission, Cobb DOT, Cobb Fire, and Cobb County Water.
- Nine pending land disturbance permit applications/ 1 minor land disturbance permit issued.

ZONING

Functions

- Management of Planning Commission and Board of Zoning Appeals
- Pre-application meetings
- Zoning Verification Letters
- Permit and Business License Review
- Land Disturbance and Plat Review
- Other Zoning Agenda Items (OZAI)



MABLETON GEORGIA Est. 2022

ZONING

Planning Commission

- Establishment of Planning Commission
- Planning Commission meetings held on April 1, 2025 and May 6, 2025.
- First full process of Special Land Use Permit completed on May 28, 2025.
  - Special Land Use Permit - 2025-001 - Swarms Football Club, LLC - 3598 Marathon Circle (Tax parcel 19086200020)
- Rezoning application in process.
  - Rezoning Case-2025-001 - 550 Lions Club Drive and Lions Club Drive - TKHCMinistries

Board of Zoning Appeals

- Establishment of Board of Zoning Appeals
- First Meeting Scheduled – June 12, 2025

MABLETON GEORGIA Est. 2022

HISTORIC PRESERVATION

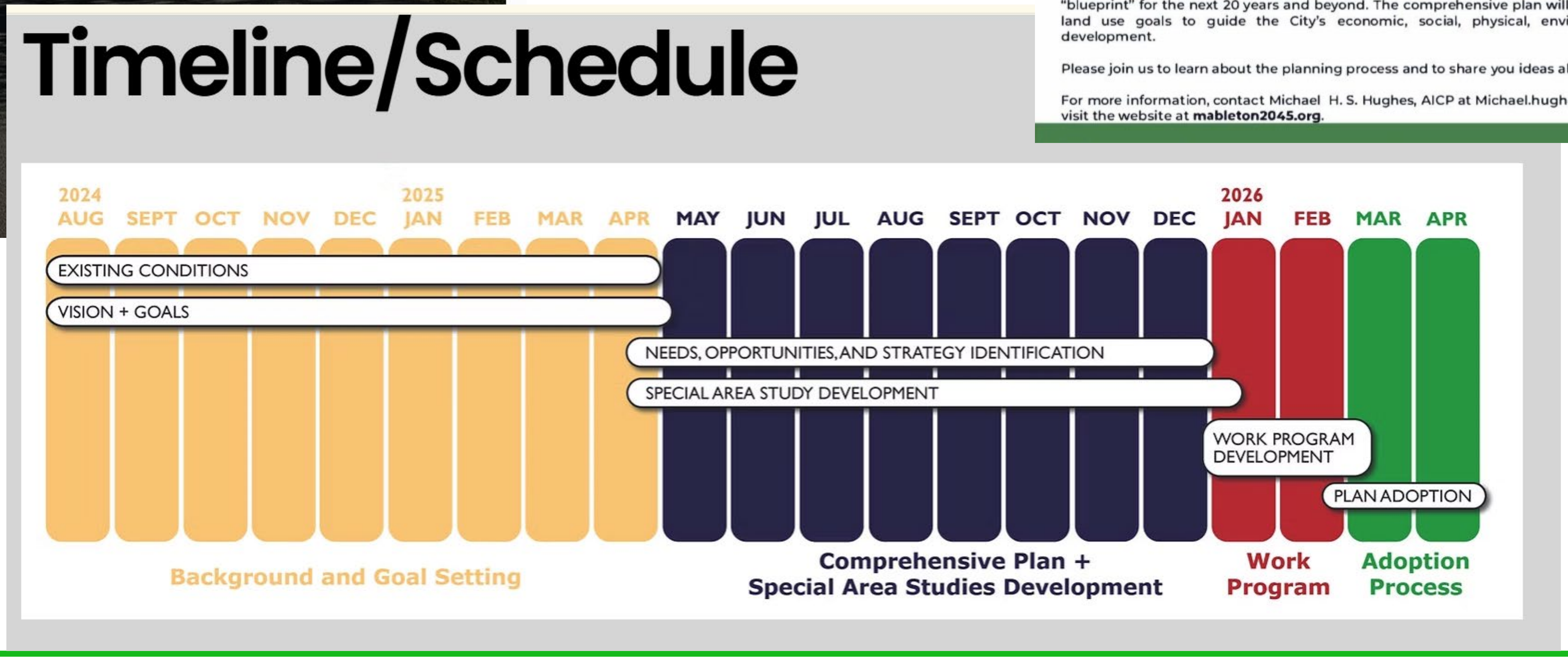
- Met with Cobb County staff on 6/4
- City preparing recommendation for implementation.


PRESERVATION PLAN:

CONCORD BRIDGE/RUFF'S MILL

HISTORIC AREA

COMPREHENSIVE PLAN



MABLETON GEORGIA Est. 2022

TECHNOLOGY

- Cloud Permit software implementation underway for permitting, zoning and business licenses. Permitting scheduled to go live this week
- ESRI meeting scheduled to explore GIS implementation.
- Bluebeam software requested to implement digital plan review.

NEXT STEPS

- Review and adopt ordinances for alcohol, regulatory and historic preservation.

- Staffing
  - Hire Vacant Positions
  - Site Inspectors

MABLETON
GEORGIA
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AGENDA ITEM MEMORANDUM

MEETING OF: June 11, 2025
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Presentation and Discussion of the Affiliation Process to Establish Keep Mableton Beautiful - Sustainability, Waste, and Beautification Director Emily Groth

BACKGROUND/SUMMARY: Keep America Beautiful is a national nonprofit organization dedicated to improving communities through litter prevention, waste reduction, recycling initiatives, and beautification efforts. Founded in 1953, the organization works with local affiliates, businesses, and volunteers to foster sustainable practices and inspire civic engagement.

To begin the affiliate process, a group must submit an application and prepare an affiliation team for trainings and board development. This presentation will provide an overview of requirements and next steps to establish a Keep Mableton Beautiful affiliate.

BUDGETED/FINANCIAL IMPACT – FUND: There is no financial impact from this presentation. There is a one-time application fee required at the beginning of the process, which is determined by Keep America Beautiful and the affiliate's population size. For populations over 50,000, the fee is $4,950.

RECOMMENDATION: No formal Council action is required. This is an informational presentation intended to gather feedback on beginning the Keep Mableton Beautiful affiliation process.

ATTACHMENTS:
1. SWB - 6.11.25 - KMB Discussion

Discussion of the Affiliation Process to Establish Keep Mableton Beautiful

Prepared for: City Council Regular Meeting, June 11, 2025

Prepared by: Emily Groth - Sustainability, Waste, and Beautification (SWB) Director

Discussion Agenda

1. Keep America Beautiful

2. Affiliate Program

3. SWB Updates

Keep America Beautiful

Keep America Beautiful is a national nonprofit dedicated to improving communities through litter prevention, waste reduction, recycling initiatives, and beautification efforts. Founded in 1953, KAB works with local affiliates, businesses, and volunteers to foster sustainable practices and inspire civic engagement.

Programs

- Affiliate Network
- America Recycles Day
- Great American Cleanup

[kab.org](kab.org)

KEEP AMERICA BEAUTIFUL

KAB VOLUNTEERS BY THE NUMBERS

Last year alone, over 400,000 hard-working volunteers logged more than 2.9 Million volunteer hours over the course of over 64,000 events.

What did our combined service to our communities accomplish?

69,689,184 POUNDS
of litter and recycling collected

146,647 ACRES
cleaned of litter

59,874 MILES
of streets, roads, and highways cleaned and beautified

7,461 MILES
of rivers, lakes, wetlands and shores cleaned

31,899 TREES
planted, helping to restore communities

KAB Affiliate Program

Staff & Volunteer Development

- Networking
- Training
- Collaboration

KAB grants

- "In the last several years, KAB affiliates, through a competitive process, have received grants and in-kind services valued at more than $12 million".

Georgia Affiliates

- Keep Georgia Beautiful
- Several regional KAB affiliates (Cobb, Smyrna, South Fulton)

Keep Mableton Beautiful

1. Application

- Letter of support
- One-time application fee ($4,950)
- Council representatives

2. Training

- Community training
- Affiliate training

3. KMB Organization

- Executive Director/SWB Director
- Bylaws
- Budget
- Logo

4. 501(c)(3) Filing

Keep Mableton Beautiful

Operational KMB

- Monthly meetings
- Regular sustainability programming
- Stakeholder events

Initial Projects

- Adopt-A-Road
- Sustainability events calendar
- Identify fundraising opportunities

SWB Updates

Household Hazardous Waste Event

- Tentative for the end of June

Waste Hauler Quarterly Reporting

- April – June report & EMF due August 15

6116 Recycling Drop-Offs

- Composting
- Handheld electronics

Questions

Thank you!

Keep Mableton Clean

The City of Mableton is committed to providing reliable & sustainable services for residents and businesses.

MABLETON
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Emily Groth
Sustainability, Waste, and Beautification Director
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AGENDA ITEM MEMORANDUM

MEETING OF: June 11, 2025
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: May 28, 2025 Work Session Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. May 28, 2025 Work Session Minutes

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
May 28, 2025 at 5:15 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL WORK SESSION MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to Order at 5:34pm.

2. ROLL CALL

City Clerk Hiott conducted the roll call. Mayor Owens and Council were present. A Quorum was present.

3. AGENDA ITEMS AND DISCUSSION

a. Cobb Travel and Tourism Agreement

Mayor Owens announced the item and provided the background. He mentioned that the City is working to establish a 501(c)(6) to serve as the Mableton Visitor and Tourism Authority. He explained that the City would allocate funds to this Authority, who would then partner with Cobb Travel & Tourism for their expertise and support.

Mayor Owens acknowledged Holly Quinlan, President and CEO of Cobb Travel & Tourism. She noted that Cobb Travel & Tourism has promoted Mableton for years, and this new agreement will provide added expertise and opportunities for the City, to include the "Meet Mableton" initiative.

Councilmember Ferguson asked why the Authority was being established as a 501(c)(6) specifically. Ms.Quinlan explained that, per state regulations, a 501(c)(6) is classified as a business organization. Mayor Owens highlighted that this designation also allows for potential membership opportunities.

4. PRE REGULAR MEETING AGENDA REVIEW

Mayor Owens reviewed the regular meeting agenda and asked the Council if there were any items they would like to discuss further.

Councilmember Auch called attention to Item 8 – Appointments – and requested an update regarding the Communications Director appointment. Mayor Owens clarified that the nomination for the Communications Director will be presented to the Council at the June 11th meeting.

Councilmember Auch asked if any additional items would be added to the agenda. Mayor Owens responded that the City Attorney was still in discussions with Cobb County regarding the IGA and SDS, and the agenda may be amended based on the feedback that is shared.

City Clerk Hiott clarified that, except for the Comp Plan item, Council is expected to vote on each public hearing item individually tonight. City Clerk Hiott highlighted that these are zoning matters and outlined the zoning public hearing process.

Mayor Owens opened the floor for additional discussion, and Councilmember Auch requested an update on the City's Municipal Court.

Motion was made by Councilmember Auch to add the discussion of the Municipal Court to the work session agenda. Councilmember Herndon seconded. The motion passed.

City Manager Tanks provided an update. He stated that now that the City has adopted an Ordinance, the next steps are to appoint leadership and secure an adequate facility. Mayor Pro Tem Jeffcoat asked about a timeline. City Manager Tanks responded that the Municipal Court is currently expected by October. He explained that the primary goal of the Court is to adjudicate Code Enforcement violations, with a primary focus on achieving compliance. He noted that while compliance has already been achieved without a court, the establishment will further support the City's efforts to stay safe and clean.

Councilmember Oladapo asked if the City would be issuing fines to residents in the meantime. City Manager Tanks clarified that the City is not currently issuing fines but instead focused on educating the residents, issuing warnings and maintaining records for repeat violators. Councilmember Auch asked if there was a way to expedite the process in the meantime while waiting for the official court establishment. City Manager Tanks outlined potential options and noted that the first step is appointing a Court Administrator.

Councilmember Oladapo asked about the timeline for hiring the necessary positions. City Manager Tanks provided an estimated timeline, confirming that a Court Administrator should be in place by July. That individual would then begin staffing the department. City Manager Tanks emphasized that the establishment of the Municipal Court should not be rushed, in order to avoid legal issues and adhere to governing laws.

Councilmember Ferguson expressed concerns about the lack of enforcement in the meantime. He emphasized the risk that some individuals may not attempt to comply between now and October if Code Enforcement lacks specific authorities.

City Manager Tanks and Mayor Owens outlined the various roles and delegation of responsibilities while establishing the Municipal Court. Mayor Owens suggested that the Council hear the perspective of Code Enforcement Director, Alejandro Ferrell. City Manager Tanks noted that the judge will set court dates and that Code Enforcement is tracking violations and can cite repeat offenders once the Court is established. Mayor Pro Tem requested a timeline for establishing the Court.

Director Ferrell assured that his team has been actively educating the community and plans to reduce the compliance timeframe starting June 1st. He reported that Code Enforcement has handled approximately 300 cases thus far, with the primary issue being residents' lack of awareness. He mentioned that the notices issued by his department now include warnings of potential fines and have promoted stronger compliance. He emphasized that the court will primarily handle egregious violations, with only about 10% of violators expected to go to court. He added that the City Attorney has drafted a repeat violator provision to be included in the City's Ordinance.

Councilmember Auch reiterated her question about whether any additional items should be added to the agenda with the Attorney present. Mayor Owens noted that the IGAs and SDS Resolution with the County were not included and asked the City Attorney if they should be added.

She recommended discussion of the Resolution and noted that she has received, and continues to receive, documents concerning the matter from the County. She requested that Council enter Executive Session to discuss. She noted an update on the County's position and recent changes, particularly concerning police services.

Mayor Owens provided an overview of developments since Friday's SDS meeting, noting that negotiations are ongoing. City Attorney Walker-Ashby added that the County's attorneys have the flexibility to finalize the agreement in substantial form. She also noted that the County has made some concessions already. She advised the Council to speak candidly and with caution to avoid straining relations with the County.

Councilmember Ferguson expressed his frustration. Mayor Pro Tem Jeffcoat agreed and asked whether significant changes had been made. Mayor Owens confirmed they had not. Attorney Walker-Ashby acknowledged that changes were made to the agreed-upon terms and said she would like to review them with Council and seek direction moving forward. She added that, although this Resolution represents the County's formal endorsement, they still have the flexibility to make adjustments. She stressed to Council that there were no substantial changes made to the agreement as a whole, but specific changes were made to the sensitive matter of law enforcement services.

Councilmember Oldapao asked whether the matter could be discussed in Executive Session. Attorney Walker-Ashby confirmed that, due to threats of litigation, it is appropriate for discussion in Executive Session.

Councilmember Auch asked what would happen if an IGA between the City and Cobb County was not in place by May 31st. Attorney Walker Ashby stated that the Department of Community Affairs would declare all cities within Cobb County, as well as the County itself, as non-compliant and subject to sanctions. She noted that these sanctions could potentially lead to a shutdown of City and County operations, including the suspension of County-provided services to the City.

Councilmember Auch asked if there was potential leeway after May 31st. The City

Attorney noted that options remain for all parties and that the State's main goal is to secure a final agreement. She provided additional details and recommended further discussion in the Executive Session, followed by a public vote.

Councilmember Ferguson requested an amendment to the regular meeting agenda to prioritize this discussion. Mayor Owens acknowledged the request.

5. ANNOUNCEMENTS

6. EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION (O.C.G.A. 50-14-3(B)(1)(A)REAL ESTATE(O.C.G.A. 50-14-3 (B)(1)) PERSONNEL (O.C.G.A. 50-14-3 (B)(2)) AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (B)(4)&(5))

7. ADJOURNMENT

Motion was made by Mayor Pro Tem Jeffcoat to Adjourn. Councilmember Ferguson seconded. The motion passed.

Mayor Owens adjourned the meeting at 6:31pm.

Dr. Michael Owens, Mayor	Susan Hiott, City Clerk

AGENDA ITEM MEMORANDUM

MEETING OF: June 11, 2025
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: May 28, 2025 Regular Meeting Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. May 28, 2025 Regular Meeting Minutes (1)

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
May 28, 2025 at 6:30 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL REGULAR MEETING MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to order at 6:49 pm and welcomed everyone. He acknowledged the robust agenda and emphasized the need to be mindful of time spent on each item.

2. ROLL CALL

City Clerk Hiott called the roll. Mayor Owens and Council were present. A quorum was established.

3. INVOCATION

Councilmember Davis led the Invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Jeffcoat led the Pledge of Allegiance alongside the Army veterans in attendance.

5. APPROVAL OF AGENDA

Mayor Owens introduced the item and acknowledged the requested modifications to the agenda.

Motion was made by Councilmember Oladapo to approve the agenda except deferring item 12(d) An Ordinance Creating Article 5, Subdivisions, under Chapter 8, Buildings and Construction, of the City of Mableton Code of Ordinance to the next meeting and moving item 12(f) to item (a) under New Business. Mayor Pro Tem Jeffcoat seconded. The motion passed unanimously.

6. PUBLIC HEARINGS

a. Special Land Use Permit - 2025-001 - Swarms Football Club, LLC - 3598 Marathon Circle (Tax parcel 19086200020) - (Consideration and Approval Vote after Public Hearing) - Community Development Director Michael Hughes

Mayor Owens and Community Development Director Michael Hughes introduced Planning and Zoning Manager Christopher Wheeler who provided background. Mr. Wheeler reported the applicant was seeking a Special Land Use Permit (SLUP) to redevelop the property at 3598 Marathon Circle into a specialized soccer facility. The applicant proposes the construction of two soccer playing fields, one of which will include a 3,500-seat stadium. There will be approximately 1,210 parking spaces. The site is currently zoned Heavy Industrial. The application was heard by the Planning Commission (on May 6th) and the Planning Commission recommended approval with specific conditions.

Mayor Owens opened the public hearing. Kevin Moore, attorney of Moore Ingram Johnson & Steele and representative for the applicant, Swarm Football Club LLC, provided additional information about the application. He described the location as located south of Marathon Circle and the East West Connector. He referenced the white tank farms for Marathon Oil and Colonial Pipleline noting the tract was located at the rear. He showed the proposed soccer stadium rendering on the screens. The property is currently undeveloped but is used for soccer fields with limited facilities. The application is redeveloping the site for a professional-level, high-quality soccer stadium and will be the home of two soccer clubs. There will be a 3500-seat soccer stadium. Tramore Park is approximate to the location which has been home to many soccer leagues. The site, being in an area where soccer is played, will be synergy for the high quality soccer field and stadium. There will be a large plaza area for visitors. There is adequate parking. All parking is within walking distance, located on the west side of the East West Connector. There was a thorough review and traffic study analysis. The study was accepted by the County's DOT and had some recommendations that the applicant agreed to. He continued to present information about the application. Marathon and Colonial Pipeline support the development. The development brings tremendous opportunity for retail and community involvement. There will be a halo effect, becoming a destination for the community and outside the community.

He referenced the staff report and the conditions (located within the agenda packet). He stated he was in agreement to all of the conditions. He asked that the conditions be included in the approval. All concerns have been addressed and are contained in the conditions. He asked for approval of Special Land Use and Conditions.

Mayor Owens acknowledged there were additional attendees representing the applicant. Mr. Moore named the attendees of Swarm Soccer Club that were present: Simeon Davies and Esmael Hill.

Mayor Owens asked if there was anyone else who would like to speak for or against the application. There was none.

Councilmember Herndon asked about the difference between how his club would be run vs other clubs such as Mud Creek so constituents would understand their accessibility to the facility. Mr. Davie explained Southern Soccer owned the land and there were 5,000 players in the membership that would have access to the stadium. The pro teams would play 12 games a year, but the community would have access to the facility since there was artificial turf. He gave an additional explanation of the access to the facilities.

Councilmember Ferguson confirmed there was artificial turf and asked about the timeline. Mr. Moore stated the intent was to start immediately and have soccer events in

2027.

Councilmember Auch asked about the operating hours to be addressed and noted the confirmation was to be in the conditions. Mr. Moore suggested Monday - Thursday 9am - 4 pm and events Thursday - Sunday to 10 pm.

Questions and discussion continued.
Councilmember Ferguson asked about the marketing of the facility.
Councilmember Herndon asked if restaurants and retail would be located at the facility. Mr. Moore stated Phase II would allow for restaurants and retail.
Councilmember Herndon asked about how traffic would be affected. Mr. Moore stated there would be dedicated turn lanes that come into Marathon Circle from East West. There will be sufficient lanes to get traffic in and out.
Mayor Owens asked about the hydrology study. Mr. Moore stated there was a preliminary report in response to Cobb County Stormwater comments. The full hydrology report will come after the application is approved and during permitting. That was in the conditions. Mayor Owens affirmed the stormwater concerns had been addressed.

Mayor Owens asked if the applicant had discussed the application with the City's Economic Development Director. Mr. Moore stated not yet, but the applicant would be interested in discussions, especially in Phase II. There are some additional opportunities on the East-West Connector.

Mayor Owens asked if the agreements were in place for the parking and Mr. Moore provided additional explanation about the parking agreements.

Councilmember Auch asked how long the SLUP lasted. Mr. Moore stated it was like a rezoning and that the SLUP goes with the property. It is an entitlement to a permit for the property for specific use for specific conditions.

Councilmember Ferguson asked if it was recognized in the Comprehensive Plan. Councilmember Auch stated that it was part of staff's approval and recommendations.

A member of the audience asked who would be financing the project. Sheila Edwards asked for additional information about the traffic and the parking across the street to make sure there were not any safety problems.

Mayor Owens asked if there were any additional speakers. There were none. Mr. Moore stated Swarm Football Club will be utilizing private sources of equity funding. It is not a publicly funded development. All the parking is located on the west side of the East-West Connector Side. There are no crossings for pedestrians. All parking is adjacent to the stadium. One of the recommendations was one of the conditions to have coordination with DOT and the County on event-specific planning.

Councilmember Ferguson asked if Swarm would be advertising the field. He explained he was thinking about economic development.

Mayor Owens closed the public hearing. He asked for the motion.

Councilmember Herndon moved to approve the SLUP 2025-001 - Swarms Football Club, LLC application with staff and Planning Commission recommendations, and to include the time of operations to be daily Monday-Sunday 8 am to 10 pm. Councilmember Ferguson seconded the motion. The motion passed unanimously.

(For the Record - City Clerk confirmation from Staff and Planning and Zoning)
Staff Recommendations1. Submission and approval of a detailed site plan, including parking, access, landscaping, and lighting approved by Community Development Director
2. Compliance with all applicable city codes and standards for recreational facilities in industrial zones.
3. Hours of operation to be established and approved by Mayor and Council.
4. All lighting to be shielded and directed away from adjacent properties.
5. Adequate screening and buffers to be provided per county standards.
6. Cobb County Fire Department recommendations and conditions
7. Cobb County Water/Sewer Department recommendations and conditions
8. Cobb County Stormwater recommendations and conditions

Planning Commission Recommendations
1. Prior to issuance of land disturbance permit the developer will submit a recycling plan to be approved the City of Mableton Sustainability, Waste and Beautification Department.
2. The applicant will submit a formal share parking agreement for off-site parking between the Swarm Football Club and property owner related to tax parcels 19084000010, 19086300020 and 19084000020
3. Submittal of Hydrology Study to Cobb County Stormwater Division for approval.
4. Should the Swarm Football Club or future users of the subject property cease to use the offsite parking, the occupancy of the stadium will be reduced proportionately.
Hours of operation as approved: Monday - Sunday 8am -10 pm

b. Second Read and Public Hearing - An Ordinance Creating Article 4, Outdoor Lighting Standards ("Night Sky Ordinance"), under Chapter 10, Planning and Zoning, of the City of Mableton Code of Ordinances - (Consideration and Approval Vote after Public Hearing) - City Attorney Emilia Walker-Ashby and Sustainability, Waste, and Beautification Director Emily Groth

Mayor Owens announced the item and recognized Director Emily Groth who provided background. The first read was on April 23, 2025. Mayor Owens asked if there were any changes since the first read. There was none.

Mayor Owens opened the public hearing. He asked if there were any speakers in favor of the ordinance. There was none. Mayor Owens asked if there were any comments against the ordinance. There was none. Mayor Owens closed the public hearing.

Motion made by Councilmember Oladapo to approve the Ordinance creating Article 4, Outdoor Lighting Standards ("Night Sky Ordinance"), under Chapter 10, Planning and Zoning of the City of Mableton Code of Ordinances. Councilmember Davis seconded the motion. The motion was approved unanimously.

c. Second Read and Public Hearing - An Ordinance Updating Chapter 10, Planning and Zoning, Article 3, Review and Decision-Making Bodies of the City of Mableton Code of Ordinances - (Consideration and Approval Vote after Public

Hearing) - Community Development Director Michael Hughes

Mayor Owens announced the item and recognized Community Development Director Michael Hughes, and he recognized Planning and Zoning Manager Christopher Wheeler. Mr. Wheeler explained that the only thing that changed was that the Planning Commission may postpone making a recommendation to the city council for up to 100 days to align with calendar. (Section 10.3.1 d 2) and (2) that any Planning Commission member planning on relocating outside the City or their appointed district, shall notify the city clerk and their appointing council member in advance of their relocation.

Mayor Owens opened the public hearing. He asked if anyone was for the ordinance. There was none. Mayor Owens asked if anyone was against the ordinance. There was none. Mayor Owens closed the public hearing.

Motion made by Councilmember Jeffcoat to approve the ordinance, an Ordinance Updating Chapter 10, Planning and Zoning, Article 3, Review and Decision-Making Bodies of the City of Mableton Code of Ordinances. Councilmember Oladapo seconded. The motion was approved unanimously.

d. Public Hearing to submit Cobb County Comprehensive Plan - Community Development Director Michael Hughes

Mayor Owens recognized Community Development Director Michael Hughes. Mr. Hughes explained that the public hearing was an interim step required prior to submitting the plan to the Atlanta Regional Commission (ARC) for review. The Cobb County Comprehensive Plan (as relates to Mableton) will be used while the The City of Mableton Comprehensive Plan 2045 is still under development. A Comprehensive Plan is required for the City of Mableton to become a qualified municipal government in order to be eligible for various financial incentives and grants from the Department of Community Affairs (DCA) and other agencies.

Mayor Owens opened the public hearing. He asked if anyone would like to speak in favor of the Comprehensive Plan being sent to the ARC. There was none. He asked if there was anyone against the Comprehensive Plan being sent to ARC. There was none. Mayor Owens closed the public hearing.

Mayor Owens confirmed there was no vote. Mr. Hughes explained there was no vote at that time. He would send the plan to the Atlanta Regional Commission (ARC). The ARC will review the plan within 30 days. Once completed, the Mayor and Council will consider a resolution for adoption of the plan.

7. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

a. Cobb County Public Libraries/South Cobb Region - Jo Lahmon and Nakisha McNeal

South Cobb Regional Manager Jo Lahmon and Librarian Nakisha McNeal shared information and provided updates about upcoming programs and initiatives hosted by the Cobb County Public Library this summer. Item reports included the summer food program, summer reading program, ongoing hygiene products drive, zoo pass update, and vision to learn mobile eye clinics. Ms.McNeal named the many free services provided by the library.

b. FY 2026 Proposed Budget Presentation - City Manager William Tanks and Finance Director Karen Ellis

Mayor Owens announced the item and recognized City Manager Bill Tanks and Finance Director Karen Ellis. City Manager Tanks stated the obligation and goal was to adopt a formal budget. He commended Ms. Ellis and her team for working diligently to making sure the City hit that target. At the last meeting, the Council discussed budget priorities taken from the planning conference and reiterated what was important to the Council. Those items mentioned were taken back to staff and discussed to make sure the budget met the goals of the Council. Staff is taking a fiscally conservative approach to budgeting, mainly overstating expenses and understating revenues to make sure the City of Mableton has a sound financial future. He asked Director Ellis to provide more details. Finance Director Ellis had a presentation that is available in the agenda packet record.

Highlights of the proposed FY2026 Budget presentation by Director Ellis included:

- Outline of the budget calendar was given. The First Public Hearing is June 11th and Second Public Hearing and Budget Adoption is June 25.
- There is a conservative approach and the City is being fiscally responsible.
- City Council priorities include fiscal soundness, community enggement, green initiatives, managed growth, technology and innovation, and responsible development.
- FY 2026 Operating Assumptions - Total $4,500,000 (available in the agenda packet)
- FY 2026 Capital Assumptions - $1,400,000 (available in the agenda packet)
- Operating Budget General Fund Revenues - including 2025 projected, 2025 budget, 2026 budget (available in the agenda packet)
- The City does not levy property tax. The property taxes are motor vehicle taxes.
- General Fund expenses approved FY2025 vs Proposed FY 2026
- The City had an audit. The Fund Balance was $4.8 million which is wonderful.
- When adding in revenues and subtracting expenditures, the fund balance is up to $7.5 million.
- Most cities have a rainy day fund, and have money in the bank to keep the city working - 25% recommended.
- Mableton was using 33%. The money over and above, and will use one time to fund additional services, to continue as a new city with new initiatives which make the budget balanced.
- Class and Pay Position Summary - decreased two code enforcement officers and reduced seasonal employees to 10.
- Tree and Beautification Fund was explained. The seed money is proposed at $160,000. Examples of programs were stated.
- Hotel Motel Fund Budget Special Revenue Fund - FY 2026 $375,000 projected.
- Capital Projects Fund Budget, a new budget, a one-time transfer from Fund Balance was used. This account rolls over year to year. Revenues are projected to be $1,400,000.

Summary of Expenditures by Fund - Proposed FY 2026

- General Fund - $16,026,093

- Tree Fund -$160,000
- Hotel/Motel Tax Fund - $375,000
- Capital Projects Fund - (a multi-year fund - rolls over year to year) - $1,400,000
- Total All Funds - $17,961,093

Questions followed. Councilmember Auch asked for an additional explanation of the Housing Initiative Fund. Mr. Tanks explained that at the previous planning conference, the Mayor had asked for some funds available for grant seed money for grant matching. The City has contracted with a grant writer, and having a fund helps position the City to have the opportunity to progress with the assisted housing in the community. Councilmember Oladapo asked if funds could be used to educate people about homeownership and workshops. Mayor Owens explained he wanted an affordable housing fund so that the City could set aside a portion of the Fund Balance. If affordable housing was important to the City, there should be funds in the City's budget. He asked that part of the Fund Balance be set aside to explore avenues and opportunities for affordable housing. It was not specified what the funds would be for in a specific manner, but the goal was to start setting aside funds. He asked that part of the Fund Balance be set aside for the City to explore opportunities and avenues. The ultimate goal would be to expand the program and have a fund and a commission in charge of stewardship of the fund. A lot of grants are matching grants, so the effort was to get the fund into the budget.

Councilmember Jeffcoat asked about slide 8, if staff could change the property tax to show it was a vehicle tax only. Director Ellis stated she could put the clarification in parentheses (TATV) to be clear. Mr. Tanks provided an additional explanation. In general, the audit goes by the book and lists all categories as property tax. It definitely is not property taxes. The general public may not know the term. It is definitely not taxed against the properties of residents. Mayor Owens added that the ad valorem vehicle tax is taxed by the State Revenue and goes back to the County and then dispersed to the City.

Councilmember Auch asked if the Beautification Fund at the sum of $180,000 was for Keep Mableton Beautiful or for other beautification projects. Finance Director Ellis explained the fund was for whatever the Council approved. Councilmember Auch asked about the Environmental Management fees within the funding bucket. Sustainability, Waste, and Beautification Director Groth explained that later in the evening the Council will consider approval of the Tree Preservation Ordinance. The Tree Preservation Ordinance outlines expenditures and revenues that are agreeable to the establishment of the fund. It is worded generally.

Ms, Groth read a portion of the ordinance:
11.2.21 - Tree Preservation and Beautification Fund
(3) Tree preservation and beautification funds may be expended for: a. The purchase, planting and maintenance of trees on city property; b. Community beautification efforts are conducted by the City to enhance and improve the citywide viewsheds, ... and c. Any other actions of the City that relate to and/or aid tree preservation. The details come out when ready to spend funds. Within the general budget of the General Fund under the Waste and Sustainability Department, the City can enhance funding for household waste events, and things similar.

Councilmember Auch referenced the planning conference discussions, and asked what funding bucket the city limit signs for Mableton would come from. City Manager Tanks explained there were gateway, more decorative signs and there are general city limit signs. The gateway signage is perceivable to come out of the 18% portion of the hotel - motel tax. The general city limit signs would come out of the General Fund.

Director Ellis stated the budget was presented to the Council and was available on the City's website and through the City Clerk's Office. The budget is available through paper or digital.

8. APPOINTMENTS

9. PUBLIC COMMENTS - 2 minutes per speaker - no more than 30 minutes for all speakers. Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.

Ms.Denny Wilson addressed Cobb County's request for $9.5 million from Mableton for police and DOT services, noting the County's overall budgets—$103 million for police and $26 million for DOT. With Mableton representing 10% of the County and paying 8.46 mills, she questioned the handling of budget overages and the $31 million in surplus property tax. She called for a line-item budget by commission district to be shared with Mableton residents, despite the County claiming that data is unavailable. Wilson urged the Mayor and Council to remain firm in opposing double taxation.

Mr.Orville Owens requested that the City install a traffic deterrent on Floyd Rd to address concerns about serious accidents, heavy traffic and illegal passing. He challenged the Mayor and Council to consider making that area safer.

Ms. Shelia Edwards questioned whether the City is fulfilling its promises of inclusion, engagement, and opportunity. She expressed concerns about a lack of community involvement in decision-making and urged City leaders to bridge the gap, welcome resident voices, and actively practice democracy.

Mr. Sam Culbreth, Chairman of the Austell Community Task Force, shared the organization's purpose and mission. He noted that meetings are held on the first Monday of each month at 7 pm, with a virtual option available, and encouraged everyone to get involved and reach out.

Mayor Owens expressed gratitude for the comments, highlighted the value of speaking up, and assured that the Mayor and Council are listening.

10. CONSENT AGENDA

Mayor Owens named all the meeting minutes to be approved.
Motion was made by Councilmember Oladapo and seconded by Councilmember Herndon to approve the Consent Agenda. The motion passed.

a. Approval of April 23, 2025 Work Session Minutes

b. Approval of April 23, 2025 Regular Meeting Minutes

c. Approval of May 12, 2025 Work Session Minutes

d. Approval of May 12, 2025, Regular Meeting Minutes

11. UNFINISHED BUSINESS

12. NEW BUSINESS

a. Second Read - An Ordinance Creating Chapter 14, Animal Control, of the City of Mableton Code of Ordinances - City Attorney Emilia Walker-Ashby

Mayor Owens announced the item and recognized City Attorney Walker-Ashby who reported there were no changes since the first read. This is one of the ordinances the County has requested to be adopted as quickly as possible or bring any significant modifications because they would be implementing animal control pursuant to the Service Delivery Strategy.

Motion was made by Councilmember Ferguson and seconded by Councilmember Herndon to approve the Ordinance Creating Chapter 14, Animal Control, of the City of Mableton Code of Ordinances.

Councilmember Davis inquired about the exception to farm animals. He read a portion of the ordinance. Discussion ensued. Mayor Owens opined the ordinance references Cobb County's Ordinance and the City is to rely on Cobb's overall ordinance for farm animals.

The motion passed unanimously.

b. Second Read - An Ordinance Updating Chapter 11, Environment and Natural Resources, of the City of Mableton Code of Ordinances - City Attorney Emilia Walker-Ashby

Mayor Owens announced the item and recognized City Attorney Walker-Ashby. Attorney Walker-Ashby explained this was similar to the prior ordinance on the agenda, one of an itemized listing of ordinances, where the City has requested the City to adopt an ordinance similar to the County at least while they are participating in environmental and natural resources matters. The City may divert in the future, but for now, while working with the County, this ordinance should be in place. She recommended approval of the ordinance.

Motion was made by Councilmember Ferguson and seconded by Councilmember Herndon to approve the Ordinance Updating Chapter 11, Environment and Natural Resources, of the City of Mableton Code of Ordinances. The motion passed unanimously.

c. Second Read - An Ordinance Creating a new Article 2, Tree Preservation and Beautification, under Chapter 11, Environment and Natural Resources, Including Tree Preservation & Replacement Standards Exhibit of Mableton Code of Ordinances - City Attorney Emilia Walker-Ashby and Sustainability, Waste, and Beautification Director Emily Groth

Mayor Owens announced item and recognized Sustainability, Waste and Beautification Director Groth who provided background. The first read was in April. There have been no changes since the first read. It establishes the expenditures and revenues for the Tree Fund previously discussed and adopts the tree preservation and replacement standards from Cobb County which the Community Development Department will utilize during plan review.

Mayor Owens asked for any questions or discussion. There was none.

Motion was made by Councilmember Oladapo and seconded by Councilmember Auch to approve the Ordinance Creating New Article 2, Tree Preservation and Beautification under Chapter 11, Environment and Natural Resources, Including Tree Preservation & Replacement Standards Exhibit of Mableton Code of Ordinances. The motion passed unanimously.

d. Second Read - An Ordinance Creating Article 5, Subdivisions, under Chapter 8, Buildings and Construction, of the City of Mableton Code of Ordinances - City Attorney Emilia Walker-Ashby

This item was deferred during the Agenda Approval Item 5.

e. Consideration and Approval of a Resolution Creating a Six Flags Area Special Service District for the Provisions of Local Government Services - City Attorney Emilia Walker-Ashby

Mayor Owens announced the item and noted this was discussed earlier. He asked for a motion.

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Davis to approve the Resolution Creating a Six Flags Area Special Service District for the Provisions of Local Government Services.

Discussion ensued. City Attorney referenced the email sent to the Mayor and Council about an hour ago that included her tract changes. She explained why she deleted the millage number was because a series of mileage hearings would occur. She converted the exhibit attachments.

Mayor Owens pointed out there was not a date or timeline for the mileage rate. Attorney Walker-Ashby explained that the language was consistent with general law. The Finance Department can do this mileage timeline fluently. Councilmember Oladapo clarified that the SSD was a continuation of the County's SSD. Mayor Owens explained the millage rate was the same. The parcel numbers and lots could have changed. The information is the Tax Assessor's most recent identification of the current district. The County is currently assessing this, and the City is taking over this assessment. The County collection stops on June 1st and the City takes over.

Councilmember Oladapo referenced Section 4, item c #1, 3rd item on the list, relocation assistance. She asked if it was for residents or for relocating properties in the SSD area. City Attorney Walker-Ashby provided a legal explanation.

Councilmember Ferguson asked about the landscaping maintenance and signage repair. Mr. Tanks stated that landscaping would be managed by the Mableton Development Authority. Attorney Walker-Ashby stated she had struck out the landscaping. She said she felt it was a limitation that the City may not want to allocate $60,000 a year for ten years.

Mr. Tanks stated the contract for landscaping comes under the Mableton Development Authority. They know who provides the services. The City does account for transfers to other government agencies. Previously, $100,000 was given to the Mableton Development

Authority. Because this fund is coming from Six Flags District, and under new management, the City may have to cover under the General Fund.

Attorney Walker-Ashby continued to review the proposed changes in the resolution. The effective date is June 1, 2025. Cobb County adopted a resolution affirming they were discontinuing their SSD June 1st. As another adjustment, she took out wording that collection should commence August 15, 2025. There must be a millage hearing. She added the clause that the district should remain in effect unless Council repeals or otherwise modifies the district. She requested approval and adoption of the item.

Mayor Owens noted when looking through the South Cobb Implementation Strategy, the information stated relating to "relocation", that the context of "relocation" is infrastructure related.

Mayor Owens asked if there were any more discussions. There was none.

The **motion** passed unanimously.

f. Consideration and Approval of City of Mableton and Cobb Travel & Tourism, Inc. Destination Marketing Services Agreement - City Attorney Emilia Walker-Ashby

This item was moved to first item under New Business as Item 12a.

Mayor Owens announced the item and recognized Attorney Walker-Ashby who requested the motion to authorize the Mayor to finalize and execute the City of Mableton and Cobb Travel & Tourism, Inc. Destination Marketing Service Agreement.

Motion made by Councilmember Oladapo to authorize the Mayor to finalize and execute the City of Mableton and Cobb Travel & Tourism, Inc. Destination Marketing Service Agreement. The motion was seconded by Councilmember Jeffcoat.

Councilmember Ferguson asked about the timeline for execution. Attorney Walker-Ashby indicated ASAP to work out that week, but expeditiously and promptly.

The **motion** was approved unanimously.

13. OTHER BUSINESS/DISCUSSION

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

City Manager Tanks requested the Council enter into Executive Session for real estate, personnel and litigation. He congratulated the City and Council for its first fully processed zoning matter from start to finish and thanked the Finance Department for their Budget Adoption efforts. Lastly, he acknowledged the Council's accomplishments in the absence of a transition team, commending them for a job well done.

15. CITY ATTORNEY/CITY CLERK/STAFF ANNOUNCEMENTS/COMMENTS

No comments.

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

Councilmember Davis congratulated Deputy City Clerk Alison Benson on her one-year anniversary with the City. He acknowledged Memorial Day, expressing gratitude to all who have served, as well as to the families of those who have served, thanking them for their service and sacrifice. He extended kudos to everyone who has contributed thus far to the progression of the City.

Councilmember Oladapo thanked everyone for attending. She acknowledged Memorial Day, recognizing her younger brother who served in the Navy, along with all others who have served. She emphasized the importance of remembering those who gave their lives and honoring their memory. She also celebrated and congratulated all Mableton graduates. Additionally, she highlighted the upcoming Mableton two-year anniversary events taking place this week. Lastly, she noted that Keep Cobb Beautiful will be hosting a one-mile clean-up on June 14th and encouraged everyone to come out.

Mayor Pro Tem Jeffcoat expressed appreciation to those in attendance. She recognized Memorial Day and honored the sacrifices of those who have given their lives in service to the country, including individuals that she has known personally over her 30-year military career. She shared an update on the recent Service Delivery Strategies meeting with the County, assuring residents that the City of Mableton was strongly represented. She emphasized the importance of transparency in these discussions, noting that the outcomes directly affect City operations, the allocation of tax dollars, and the overall quality of life for residents. Mayor Pro Tem Jeffcoat also congratulated all Mableton graduates and highlighted a local summer reading program, providing full details to encourage participation. She invited the community to celebrate the City's second anniversary and support the upcoming events. Finally, she shared her recent acceptance into the 2025–2026 Leadership Cobb Program and expressed gratitude to those who supported her along the way.

Councilmember Ferguson shared details about his upcoming walking event to support men's mental health. He invited men to join him for a one-hour walk to talk, connect, and support one another. He emphasized ending the silence around mental health struggles. He also welcomed additional ideas for supporting mental health and encouraged attendees to share them with him. Lastly, he noted that he is pleased with the efforts of the Mayor, Council, staff and supporters for the City's Service Delivery negotiations with the County.

Councilmember Herndon acknowledged the online viewers and thanked everyone for attending.

Mayor Owens honored Memorial Day, reflecting on his family's military background and reminding residents of the holiday's significance, especially for veterans. He hopes to have the City's Veteran Affairs Commission established by next year to better honor the fallen. He congratulated teachers, staff, and students at the end of the school year and recognized Dr. Denise Magee, Principal of Betty Gray Middle School, on her retirement after over 20 years of service. He also celebrated Betty Gray's STEM certification and highlighted the end-of-year achievements of students at Pebblebrook and South Cobb High Schools. Mayor Owens emphasized Mableton's second anniversary (Birthday), inviting residents to come out and attend the scheduled events, highlighting the Sunday celebrations to be hosted by some local churches. He thanked the City Council for their work during the ongoing SDS challenge and announced plans for a town hall to engage the community on the issue. He urged residents to stay involved and speak out. Lastly, he emphasized that public safety remains a top priority of the Mayor and Council.

17. EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION (O.C.G.A. 50-14-3(B)(1)(A)REAL ESTATE(O.C.G.A. 50-14-3 (B)(1)) PERSONNEL (O.C.G.A. 50-14-3 (B)(2)) AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (B)(4)&(5))

Motion was made by Councilmember Ferguson and seconded by Mayor Pro Tem Jeffcoat to go into Executive Session for real estate, personnel, litigation and exemptions. Yeas: Owens, Davis, Oladapo, Jeffcoat, Auch, Ferguson and Herndon (9:18 pm)

Mayor Owens expressed appreciation to those in attendance and extended wishes for safe travels.

Motion to close Executive Session by Councilmember Auch and seconded by Councilmember Oladapo. The motion passed unanimously. (12:47 pm)

Motion to approve the Resolution of the City of Mableton Authorizing Service Delivery Strategy and Related Intergovernmental Agreements with Cobb County and Cobb County cities. Mayor Owens seconded the motion.

City Attorney Emilia Walker-Ashby reviewed the resolution with the Council. Councilmember Ferguson, Councilmember Jeffcoat, Councilmember Herndon, and Councilmember Auch expressed their concerns about the Service Delivery Strategy agreement being a one-year term and other concerns about the previous statements in the Feasibility Study and the County's lack of numbers.

Motion failed 4-3. **Yeas:** Davis, Owens, Jeffcoat **Nays:** Oladapo, Auch, Ferguson, and Herndon

18. ADJOURNMENT

Motion to adjourn made by Councilmember Oladapo and seconded by Councilmember Davis. The meeting adjourned at 1:12 am.

Dr. Michael Owens, Mayor	Susan Hiott, City Clerk

AGENDA ITEM MEMORANDUM

MEETING OF: June 11, 2025
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: May 30, 2025 Special Called Meeting Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. May 30, 2025 Emergency Special Called Meeting Minutes

CITY OF MABLETON, GEORGIA

Cobb Work Source Center
5656 Mableton Parkway
Mableton, GA 30126
May 30, 2025, at 6:30 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL EMERGENCY SPECIAL CALLED MEETING

MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to order at 6:57 p.m.

2. ROLL CALL

City Clerk Hiott conducted the roll call. All of the council members were present; there was a quorum.

3. APPROVAL OF AGENDA

Councilmember Auch made a motion to approve the agenda with the amendments that the Executive Session occurs at the beginning of the meeting and that Mayor and Council Comments be added before adjourning the meeting. The City Attorney clarified that the comments should be about the parameters of the SDS item on the agenda. The motion passed unanimously. Yeas: Owens, Davis, Oladapo, Jeffcoat, Auch, Ferguson, and Herndon

4. DISCUSSION

a. Discussions and consideration of resolution and documents pertaining to Service Delivery Strategy, Intergovernmental Service Agreements, Service Delivery Negotiations with Cobb County and Cobb County Cities - City Attorney Emilia Walker-Ashby

Mayor Owens stated the reason for the meeting is to discuss and determine where the City ends up with the SDS negotiations specific to the County and to other cities. The discussion also includes specific Intergovernmental Agreements, being law enforcement services and for the Department of Transportation. There are matters related to the topics that are matters of litigation and personnel that need to be discussed in the Executive Session.

Motion was made by Council Member Jeffcoat for litigation and personnel related to items listed in item 4a. Councilmember Oladapo seconded the motion. Yeas: Owens, Davis, Oladapo, Jeffcoat, Auch, Ferguson, and Herndon

Mayor and Council returned from Executive Session at 8:22 p.m.

Motion was made by Councilmember Auch and seconded by Councilmember Jeffcoat to close the Executive Session. The motion passed unanimously. Yeas: Owens, Davis, Oladapo, Jeffcoat, Auch, Ferguson, and Herndon

Mayor Owens thanked everyone for waiting for the Council to come out of the Executive Session. He summarized how the City was looking at the necessity of approving the Service Delivery Strategy and intergovernmental agreements (IGAs) that were remaining. Some IGAs have been approved, and he had just signed those last night. The two IGAs with the County that are remaining are law enforcement and Department of Transportation or roadway services. Mayor Owens commented on how important it was to hear from the entire Council, City Manager and City Attorney. He continued to summarize that there was an agreement/resolution that was passed on Tuesday by the County Board of Commissioners. The resolution passed on Tuesday by the Board of Commissioners meeting was not the same agreement that was agreed to at the previous Friday mediation. This had led to consternation, uncertainty and questions which led to a failed vote at the May 28 Council meeting. Since then, the City has been in constant communication with the County trying to get clarity of what happened and now was trying to reach some understanding and common ground to try to move forward. The conversations have been challenging, but there has been some progress made to bring back to the table to take another look at this. The City was doing all it could do to reach an agreement that was fair and equitable. Mayor Owens further commented that his goal was to maintain the safety of the citizens and that was his driving force.

Mayor Owens referenced an email he had sent to the Council and read a portion of the email.

As we prepare for this evening's Special Called Meeting, I want to be clear: I do not agree with much of what the County has stated, nor do I accept the premise of what we should be paying the county related to the IGAs or SDS. However, I also recognize that leadership sometimes requires us to advance in the face of disagreement to avoid deeper challenges and potentially even greater costs down the line. I am choosing to move forward—not because I concede the argument, but because I believe it is in the best interest of our residents and our future.

Mayor Owens continued to comment about the agreement before the Council was a one-year agreement. The goal was to get to a ten-year agreement. He opined he could not fully agree but could move forward and have further negotiations another day. Service Delivery Status (SDS) was set up to have an agreement every ten years. He continued to provide the SDS process. Two goals were to (1) be partners with the County and (2) utilize the County for police services as well as public works, i.e., road maintenance services. The City continues to discuss how much the services should cost. The County Chairwoman has agreed to come back to the table to discuss the ten-year agreement with County leadership as well as herself.

Mayor Owens asked if Council had any comments regarding item 4a and the following commented:

Councilmember Herndon commented the City was created for better services but same taxes. Her concern was that Cobb County was continuing to levy taxes that at one time covered all the City's services, but the agreement proposed is paying for police services. The County was asking for $9.5 million. There is no answer to what happened to the $41 million the residents already paid. She felt the City had a chance to be trail blazers, but that is not going to happen. She realized there was a deadline, but she did not want to have the residents pay additionally. She was not happy about what was going on. She was concerned about the financial impact on Mableton citizens.

Councilmember Ferguson commented that at the end of the day; the City was in a bad place. The City will have to pay for something already paid for. He asked where is the .846 mileage rate or $41 million going to? The biggest issue is that he cannot allow the residents to be unsafe. He needed to know whether the negotiations would continue, or he would vote against the agreement again. He commented about how difficult this has been. He was looking at the City, Citizens, and the County third.

Councilmember Auch expressed why she did not vote for the agreement the first time, stressing that nothing had changed. She did not feel compelled to vote for it now. She referenced the mayor's comment about not agreeing with the premise in the agreement and asked then why vote for it now. Residents were promised the City would happen without levying additional taxes, and the County helped facilitate that message. The County was coming back after the City's incorporation and asking for more cost. The first number was $23 million which exceeds the City's revenue streams. That was a fatal blow to the City. If the County are not rolling back the millage, then the City is paying more for the same services. Unless the County rolls back the millage to account for the services the agreement is not fair and does not make sense. Same taxes and better service are worth fighting for. She understood it could be a difficult decision for the Council, but it is not difficult for her based on what is right for the citizens and her consciousness. She believed the people voted for the City on the premise that the City would provide same taxes and better service. She was committed, and she must vote her conscious.

Councilmember Jeffcoat stated it had been a difficult week, and the Council had been fighting on behalf of the City. It was important to all to collectively and collaboratively come to a general decision about Service Delivery Strategy, but it has been challenging. The City needs data to make informed decisions. There were so many things to consider such as constituents. The City does not want double taxation, but the payment must happen first. Trying to understand the full delivery strategy has been a heavy lift. She realized the County lost $9.5 million because of the City becoming a City. She addressed the double taxation HB 489 law. She addressed the need to negotiate and continue to fight for the citizens. There is a common element of double taxation. You cannot go to a judge and say getting taxed twice because the act must happen first and show that. The neighboring cities will be affected by sanctions also. There are a lot of implications to consider. We had two days to continue to fight. This is a step to continue to negotiate and continue to fight. Her concern is that they could come back and ask for more. The City will continue to fight.

Councilmember Oladapo expressed no matter how sliced it, the City was being double taxed. The City would be paying more for the services and that is why she voted the way she did on Wednesday (May 28). She was not happy and the reasons she voted no on Wednesday included (1) the agreement was not what was agreed to during mediation and (2) the deal was for a year. A year will go by so fast, and she did not feel secure with the agreement for one year. The County has put the City between a rock and a hard place. She spoke about how important it was to have police protection and needing it to continue. She will base her vote on the letter that was received this afternoon that the County offered to go back to the table and discuss and have a longer-term deal. The Council was keeping the residents at the forefront.

Counclmember Davis stated everyone has said what he felt. He did not think any of the Council are in favor of this. The situation is crappy. He was a man of strong conviction. He felt No, but on the other hand, the residents needed police protection, especially during the summer. He was a numbers guy, and the numbers did not add up. But, if one person does harm because safety has been compromised, or one kid or senior harmed, is it worth putting any resident at risk? This is not fair, but he did not want to read in the paper that someone did not get a response. Not one life is worth risking because the City was not happy with the deal. The Council will continue to fight. The City has come a long way without a transition team. The City will fight, and the City needs people such as those who are present on a Friday night because they are concerned. He asked everyone to remember who was in the office. The people still have power at the polls. Mableton is still going to thrive despite this agreement.

Mayor Owens thanked everyone for their remarks. There was a common theme through the comments. Each Council has valid points. Public Safety was paramount.

Mayor Owens commented that the negotiations started at $23 million by Council and Mableton $0. We are looking at $9.5 million now. We have been actively negotiating for the last 8 weeks. We are not settling. There is a commitment to continue to negotiate. He believes it is the beginning of a change. He hopes for accountability of how the services are rendered. There are IGAs and the SDS agreement. We are negotiating an IGA for police service. The County has the right to charge for their service, and we have the right to offer what we feel is the value of the service. The idea of the true cost can be negotiated.

We cannot dictate all circumstances. We must deal with the cards dealt. Not doing anything is not a solution. This $9.5 million is real money. The County may have the option to move funds around. The $9.5 is a substantial part of Mableton’s budget. The City will have to find a way to get money for the amount. He does not plan to levy a general property tax. Some argue that SSD and property tax are the same, but it is not. If the City must raise money through SSD, it will go for public safety only. He believes the City can be innovative with this and find an equitable way to raise the money. He did not have a solution that night and what this would look like. Today, this was getting terms for an agreement in place and fight another day. It is important to avoid any further calamity not only with the City of Mableton, but other fellow cities as well.

City Manager Tanks provided a summary of the negotiations with the County. They did talk about the $22 million way back. The City's counter was zero. We had the protection of the transition period. This transition period ended while HB489 required an agreement. HB 489 forces governments to come together. The Council have fought down to the last hour. He continued to explain previous discussions and mediation.
The offer went to $17 million, and the City was still at zero. The City sent a counteroffer of $5 million. Then there was a forced mediation. The Council continued to try to negotiate during the 12-hour mediation. Mr. Tanks opined his different scenarios of how the negotiations could go.

5. PUBLIC COMMENTS – Mayor Owens announced he would allow 3 minutes per speaker.

Speakers were:
Denny Wilson of District 2 thanked the Mayor and Council for their hard work dealing with the County. Mableton has been in transition period for two years and in those two years, the County has collected $73 million. She referenced the County's Budget and made projections about police services being in the County's General Fund. She went to the County and asked how the County uses the Mableton residents' money. She suggested residents send open records requests asking how much money is being spent on police. She addressed that the County is double taxing all the cities. Mableton has opened Pandora's box. The one-year agreement is a ticking time bond. It is heartless and cowardly if the County can cut off police service after the residents have given them $73 million.

Joyce Steel of District 4 thanked Council for all they have done. She commented she could not attend meetings on Wednesday. There are folks who are supportive. She asked what the residents can do to help. She urged Council to not feel defeated as it is a hard fight. She referenced the energy in the room during set up.

Sheila Edwards thanked the Mayor and Council for their comments and diligence in trying to work this out. She felt disturbed. She addressed how there was something wrong with the story. We do not have all the background and paper, not knowing costs, not able to give true numbers are concerning. Commissioners Cupid and Sheffield should be the first ones to protect us, and they have not offered to help us. All of this lies at their feet. The suggestion to not have our community without police coverage is disturbing. Ms. Edwards stated she was a senior living in a gated community. The County has an obligation to protect the Mableton residents. She thanked Council for what they have been through and what they are trying to do. Negotiations in that manner were not fair. Commissioners Cupid and Sheffield have failed in their jobs.

Cassandra Brown of District 4 thanked the Council for their struggle from Day 1 to now and how they got to this point and the personal sacrifice. The City has just gone through the proposed budget and would like to see it revised based on these additional costs. She would like to have information on SSD. She would like to know how the SSD is executed. She referred to Peachtree Corners, which operated without property tax but has an SSD. Peachtree Corners of Gwinnett County has a line item on their tax bill. How come Mableton was not getting that from Cobb? She asked if there were other sources of revenue to offset the cost about to incur. Is there a credit from GDOT to go toward the cost? She hoped to get answers to the questions in the coming weeks.

Donte Philpot of District 1 expressed his appreciation for what the Council has gone through and described this evening. If anyone has been in any leadership role, they understand the type of tough decisions that are made. He thanked Councilmembers and Mayor, City Manager Tanks individually. They have been pulled away from families to do work for the City. It should not be overlooked, and it should be appreciated. He heard words he was listening to such as conscious, conviction, and he is seeing the passion and frustration in Mayor and Council's faces and body language. He knows double taxation has been made. He appreciates all who were working from their conscious and thinking of the residents first. There is a cause for action for everyone. He asked the Mayor and Council to let know how Mableton individuals can help their own council person. This is a community fight, and the residents need to be with the Mayor and Council.

Mayor Owens thanked everyone for their public comment. He closed public comment. It is important when people show up to speak. It is good to speak up at other venues as well where voices can be heard.

6. ACTION ITEMS

a. Discussions and consideration of resolution and documents pertaining to Service Delivery Strategy, Intergovernmental Service Agreements, Service Delivery Negotiations with Cobb County and Cobb County Cities - City Attorney Emilia Walker-Ashby

Mayor Owens noted the Resolution of the City of Mableton Authorizing Service Delivery Strategy and Related Intergovernmental Agreements with Cobb County and Cobb County Cities and for Other Lawful Purposes was given to the Council. While in Executive Sessions, some last-minute negotiations occurred to benefit the City. It is important during Budget season to know this does not impact the current budget. The terms modified and agreed to moments before coming back into session with County Chairwoman would relieve the City of any financial burden during this calendar year, so time is given to work through the terms. There was a last minute negotiated move agreed upon by he and County Chairwoman and two Commissioners.

Councilmember Auch asked if there would be collection from citizens this year. Mayor Owens stated the terms will not impact us this year. The City will have to look at collection and a lot of apparatus will need to be looked at such as software and accounting staff, so there is going to be an effort to build capacity. Mr. Tanks explained all the pieces so can give information to Council. Mayor Owens stated he did not want to commit to funds in this budget.

Mayor Owens recognized the City Attorney who requested the Council to proceed and move forward.

Motion made by Councilmember Oladapo and seconded by Councilmember Davis to approve the Resolution of the City of Mableton Authorizing Service Delivery Strategy and Related Intergovernmental Agreements with Cobb County and Cobb County Cities.

Councilmember Auch asked if there were any other changes other than the terms of payment. City Attorney Walker-Ashby replied that the Resolution references the IGAs that have some changes. The amount of $9.5 million has not changed.

Mayor Owens asked for any other comments. There was none.

The motion passed 5-2. Yeas: Davis, Oladapo, Jeffcoat, Owens Nays: Auch and Herndon

Mayor Owens thanked the Council for their due diligence and thoughtful comments throughout the night.

(COPY OF RES 2025-05-05 IS ATTACHED.)

7. EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION (O.C.G.A. 50-14-3(B)(1)(A)REAL ESTATE(O.C.G.A. 50-14-3 (B)(1)) PERSONNEL (O.C.G.A. 50-14-3 (B)(2)) AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (B)(4)&(5))

THERE WAS NOT AN ADDITIONAL EXECUTIVE SESSION.

Councilmember Auch asked if there could be additional comments per the motion at the beginning of the meeting. Mayor Owens asked if there were any comments.

Councilmember Herndon commented that she was thinking about courage. Whenever an individual or entity is courageous, they must stand on their own and go against the flow. She heard that many cities have complained about double taxation. She understands the City must do what it must do. She asked if the County would leave 80,000 people without police service when Mableton is part of the County. The City will never know. Could the City have brokered another deal to find out what it would cost to have police service. The City will never know. She commented about how she had hoped for a different outcome and had an opportunity for this to have full transparency. She commented further about the City having to make the decision without any real information, stressing it is unfair. The County says they will negotiate with the City, but the City has set the precedent that the City will pay $9.5 million. She commented further about how she had hoped the City could be trailblazers.

Councilmember Jeffcoat commented the journey is not over. Mayor Owens stated the City lived to fight another day. This is not the end. The City will continue to move forward. During the last couple of meetings, there was one person in the community that stepped up to the County. He thanked Denny Wilson.

8. ADJOURNMENT

Motion made by Councilmember Jeffcoat and seconded by Councilmember Herndon to adjourn. The motion passed unanimously. The meeting adjourned at 9:42 p.m.

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON

RES 2025-05-05

A RESOLUTION OF THE CITY OF MABLETON AUTHORIZING SERVICE DELIVERY STRATEGY AND RELATED INTERGOVERNMENTAL AGREEMENTS WITH COBB COUNTY AND COBB COUNTY CITIES AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of Mableton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council ("City Council") thereof;

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes the City and County to contract with one another for a period not exceeding fifty (50) years "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment", provided that such contracts "deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.";

WHEREAS, Cobb County, Georgia ("Cobb County"), and the cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, Smyrna and Mableton (collectively, the "Cities") have engaged in discussions and negotiations to reach an agreement on a Service Delivery Strategy in accordance with O.C.G.A. § 36-70-20 et seq.;

WHEREAS, the City and Cobb County, Georgia have discussed and exchanged the service-related intergovernmental agreements and forms referenced herein;

WHEREAS, the City Council desires through this Resolution to authorize the Mayor to finalize and execute the service-related intergovernmental agreements and forms referenced herein, which shall constitute the implementation of the service delivery strategy of the Cities and Cobb County in accordance with O.C.G.A. § 36-70-20 et seq.; and

WHEREAS, this Resolution is enacted to safeguard and promote the public health, safety, and general welfare of the City.

NOW, THEREFORE BE IT RESOLVED, by the governing authority of the City of Mableton, Georgia, as follows:

Section 1.

a. **Service Delivery Authorization**. The Mayor, in consultation with the City Manager and City Attorney, is hereby authorized to finalize and execute the following intergovernmental agreement(s) and forms with Cobb County, Georgia, and/or Cobb County cities:

1. **Intergovernmental Agreement for Department of Transportation Services**
2. **Service Delivery Strategy Agreement**
3. **Georgia Department of Community Affairs, Service Delivery Strategy documentation, including Form 4: Certifications**

b. **Service Clarification**. The City further hereby clarifies that the County has the City's full authorization and consent to continue to provide transportation, police and stormwater services and functions within City limits at the same level of service that the County previously provided prior to the City's incorporation, while the City and Cobb County work, by and through the Mayor and City Attorney under the authorization provided under this Resolution, to finalize and execute agreements and forms under the parties' currently pending Service Delivery Strategy, and submit the same to the Department of Community Affairs.

c. **Abeyance Participation**. The City Attorney is further hereby authorized to join Cobb County and/or Cobb Cities with any request for an abeyance of sanctions, while this matter is facilitated.

****

Section 2. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. The City Attorney and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

Section 4. The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

BE IT SO RESOLVED, this 30th day of May, 2025.

ATTEST:

Susan D. Hiott, City Clerk

CITY OF MABLETON, GEORGIA:

Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

AGENDA ITEM MEMORANDUM

MEETING OF: June 11, 2025
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval for Mayor to finalize and execute Agreement Between City of Mableton and (Vishal Hawthorne Plaza, LLC) via Atlanta Commercial Real Estate Brokers for the Lease of Hawthorne Plaza Shopping Center, 1245 Veterans Memorial Highway, Suite 30, Mableton, GA 30126 - City Manager Bill Tanks

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. LOI-1245 Veterans Memorial Highway, Suite 30, Mableton, GA 30126 (1)
2. HAW 30 - City of Mableton _ Lease Agreement 060925
3. Proposal-Unit 30-1245 Veterans Memorial Highway, Mableton, GA 30126

ATLANTA COMMERCIAL
REAL ESTATE BROKERS

Date: June 3, 2025

From: Joanna Lindsey, Atlanta Commercial Real Estate Brokers

To: Vandana Aggarwal, Aggarwal Real Estate

RE: Letter of Intent to lease the following premises: Hawthorne Plaza Shopping Center, 1245 Veterans Memorial Highway, Suite 30, Mableton, GA 30126

Dear Vandana:

This letter of intent ("LOI") is written in response to the mutual interest shared by the City of Mableton, Georgia (“Mableton”) and Vishal Hawthorne Plaza, LLC (“Lessor”) in Mableton leasing property owned by Lessor. As noted herein, this LOI proposal does not constitute a binding agreement between the parties. It only evidences the parties' desire to negotiate further with each other in good faith regarding Mableton’s lease of the property, as defined herein. The basic terms of the proposal are:

1. LANDLORD: Vishal Hawthorne Plaza, LLC
Contact: Vandana Aggarwal, Aggarwal Real Estate
Address: 5675 Jimmy Carter Blvd. Suite 500 Norcross, GA 30071
Telephone: 770.416.1111
Email: Vandana@aggarwalre.com

2. TENANT: Mableton
Contact: William Tanks, City Manager
Address: 1400 Veterans Memorial Highway, Suite 134-200, Mableton, GA 30126
Telephone: 470.307.5339
Email: William.Tanks@mableton.gov

3. ADDRESS OF PREMISES: Hawthorne Plaza Shopping Center, 1245 Veterans Memorial Highway, Suite 30, Mableton, GA 30126

4. SIZE OF PREMISES: Approximately 5000 Square Feet

5. USE: Mableton may use the Property during the term of the lease for any administrative and government-related purpose permitted under the law.

6. EXCLUSIVE USE: N/A

7. COMMENCEMENT DATE: TBD based on Approvals and Build Out

8. RENT COMMENCEMENT DATE: Thirty (30) Days after Delivery Date.

9. DELIVERY DATE: Within **TBD** Days of Approval of Architectural Permits.

10. TERM: Three (3) years with a lease termination option after the initial year. Mableton may terminate this Lease Agreement at the annual renewal date by giving the Landlord a written notice of at least 90 days prior to annual renewal date. If Mableton terminates the Lease Agreement early, Mableton will compensate Landlord towards the buildout costs as follows: at the end of the first year, compensate $30,000.00 and at the end of the second year, compensate $15,000.00.

11. OPTIONS TO EXTEND: One (1), Three (3) year option to extend the original Lease terms and rates.

12. RENT: The monthly GROSS rent rate for the proposed Lease shall be Fifteen dollars and Twenty-Five cents ($15.25) per Square Foot on a GROSS basis.

13. ANNUAL BASE RENT ESCALATION: Seven (7%) percent increase per Three (3) years.

14. ADDITIONAL RENT (Operating Expenses): Additional Rent is included in the monthly GROSS rent rate. All utilities are excluded from the monthly rental rate.

15. SECURITY DEPOSIT/PREPAID RENT: Upon execution of the Lease, Mableton shall remit a security deposit in the amount of $6,350.00 and prepay the first month's rent in the amount of $6,350.00.

16. LANDLORD'S WORK: Landlord shall deliver the space per build out plans (TBD). Tenant shall provide architectural plans for Landlord approval prior to Lease Execution and Tenant is responsible to submit approval plans for permitting (as required by the City/County) within 5 days of Lease Execution. All construction and finish work shall conform to the requirements of governmental authorities and be shall consistent with the design criteria as agreed up on between Landlord and Tenant.

Landlord shall pay for the first thirty thousand dollars ($30,000.00) for the build out, after which the Tenant will be responsible for the expense of the build out.

17. MABLETON IMPROVEMENT ALLOWANCE: N/A

18. ASSIGNMENT/SUBLETTING: Landlord agrees that Mableton shall have the right, without Landlord's consent, to sublease or license a portion of the Premises to a Related Entity described in subsection (6) above, provided that such Related Entity does not use the Premises for any other use than the use permitted by this Lease. Mableton shall give Landlord written notice at least ninety (90) days prior to the effective date of the proposed transfer, along with all applicable documentation and other information necessary for Landlord to determine that the requirements of this Section 16 have been satisfied including if applicable, the qualification of such proposed transferee as an affiliate of Mableton or a Related Entity.

19. PARKING: Landlord shall provide parking free of charge for Mableton's employees and customers. Landlord shall provide 3 parking spaces for City of Mableton to use for electrical charging.

20. SIGNAGE: Mableton shall be authorized to erect any signage at the Property authorized under applicable laws and with the Landlord's approval.

21. ACCESS/PRE-OCCUPANCY ENGAGEMENT: Mableton shall have access to the premises 24 hours per day, seven days per week after Delivery Date and prior to Delivery Date with Landlord approval. Lessor acknowledges that Mableton must make certain information technology enhancements to the Property and perform minor renovations prior to occupancy. Thus, Lessor agrees to grant Mableton access to initiate these enhancements and minor renovations, at no cost to Mableton, to prepare the space for occupancy prior to the lease rent commencement date.

22. ADDITIONAL PROVISIONS: Mableton shall be responsible for the first One Thousand Five Hundred & NO/100 Dollars ($1,500.00) per unit and per occurrence during the initial Lease term for maintenance, repair and/or replacement of any component of the existing HVAC system, excluding service contract, and Landlord shall pay for costs exceeding One Thousand Five Hundred & and NO/100 Dollars ($1,500.00) per unit and per occurrence.

23. CONFIDENTIALITY: Landlord shall disclose the terms and conditions of the Letter of Intent to any other party without the mutual written consent of Landlord and Mableton, except to those parties acting in a fiduciary or advisory capacity (i.e., legal representative, financial institutions, authorized agents, etc.) who shall be entitled to the knowledge of such for the benefit of Landlord or Mableton. The provisions of this paragraph shall survive termination of this Letter of Intent. Disclosures by Mableton's shall be subject to the Georgia Open Records and Open Meetings Acts.

24. BROKERAGE AGENCY DISCLOSURE AND COMMISSIONS: Vandana Aggarwal, Aggarwal Real Estate, represents the Landlord in this transaction and shall be paid a commission by the Landlord per a separate written agreement. Joanna Lindsey, Atlanta Commercial Real Estate Brokers, represents Mableton in this transaction and shall be paid a commission by the Landlord of the first month's rent and four (4) percent of the three (3) year term distributed as follows: Fifty (50) percent at the lease execution date and fifty (50) percent at Mableton move in date.

25. LEASE: The foregoing list of terms and conditions is not exhaustive, and the Lease will contain representations, warranties, covenants, conditions, indemnities, and other terms and provisions customary in transactions of the type contemplated by this Letter of Intent. The Lease shall generally embody the terms of this Letter of Intent and be acceptable to Landlord and Mableton, Vishal Hawthorne Plaza, LLC, shall deliver to Joanna Lindsey, Atlanta Commercial Real Estate Brokers, a draft of the Lease within three (3) business days from the date of final execution of this letter.
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

26. NON-BINDING EFFECT: THIS LETTER OF INTENT IS NOT TO BE DEEMED AN OFFER, AND IS NOT BINDING UPON LANDLORD OR MABLETON. THIS LETTER OF INTENT DOES NOT CREATE ANY RIGHTS OR OBLIGATIONS WITH RESPECT TO THE PREMISES UPON EITHER PARTY, BASED ON ANY LEGAL, EQUITABLE OR OTHER THEORY, INCLUDING THE RIGHT TO CONTINUE ANY NEGOTIATIONS. Only a subsequent formal written agreement executed by Landlord and Mableton, if at all, will create any rights or obligations between Landlord and Mableton as to the subject matter of this letter. Neither Landlord nor Mableton shall be entitled to rely on this Letter of Intent or on any of the covenants, representations or agreements made with respect to the transaction described herein unless such covenants, representations or agreements are expressly incorporated in a subsequent written contract duly executed on their behalf by their respective authorized representatives. The terms and conditions of any such contract shall be subject to each party's sole and absolute discretion.

27. ATLANTA COMMERCIAL BOARD OF REALTORS, INC. ("ACBR") DISCLAIMER; WAIVER AND RELEASE OF CLAIMS. The parties hereto hereby acknowledge and agree that: (A) THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT; (B) form documents by their nature are designed to be of general application, and may not be applicable to specific facts and circumstances, may not address a given party's specific conditions or requirements and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction; (C) to avoid any possible misunderstanding or confusion as to the original form of this document and any revisions, modifications or changes to it, any and all revisions, modifications or changes to the original should be made readily apparent by highlighting, underscoring or other means to distinguish them from the original ACBR form; (D) ACBR has made the original versions of this document and other document forms available to ACBR"s members as a service, but makes no representation or warranty, express or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (E) ACBR document forms are updated by ACBR from time to time, and ACBR strongly recommends to the parties that they use the most current, updated versions of any such document forms; If you do not deliver a fully executed copy of this Letter of Intent to the presenter this proposal shall become null and void.

This LOI is non-binding and intended solely to define the basic business terms associated with a prospective lease transaction should the parties wish to proceed with further negotiations. Lessor acknowledges and agrees that any obligation of Mableton to enter into any actual lease agreement is subject to future approval by the Mableton City Council.

If these general terms and conditions meet with your understanding, please acknowledge such below.

Sincerely,

Signature:

Joanna Lindsey, Commercial Tenant Representative
Salesperson License #: 354435
Firm: Atlanta Commercial Real Estate Brokers
Phone: 770-240-2004 Direct: 770-820-8414
Email: joannalindsey@atlcommercial.net

READ, ACKNOWLEDGED AND AGREED TO BY:

LANDLORD: Vishal Hawthorne Plaza, LLC
Contact: Vandana Aggarwal, Aggarwal Real Estate
Address: 5675 Jimmy Carter Blvd. Suite 500 Norcross, GA 30071
Telephone: 770.416.1111
Email: Vandana@aggarwalre.com

Signature: Date:

TENANT: City of Mableton
Contact: William Tanks, City Manager
Address: 1400 Veterans Memorial Highway, Suite 134-200, Mableton, GA 30126
Telephone: 470.307.5339
Email: William.Tanks@mableton.gov

Signature: Date:

Exhibit A
Site Plan (not to scale, for illustrative purposes only)

Occupied
Vacant
Veterans Memorial Highway | Bankhead Highway
Old Powder Springs Road
O'Reilly
AUTO PARTS
FARMERS
home
FURNITURE
FAMILY
DOLLAR
Unit 18
Unit 22
Unit 24-30
Unit 50
Unit 49
Unit 48
Unit 47
Unit 46
Unit 45
Talpa
SUPERMERCADO
Unit 39
Unit 36
Unit 35
Unit 33
Unit 31
Unit 32-B
Old Powder Springs Road
Suite 30


Times Of Refreshing
Christian Center
Thrift
1245 Veterans
Memorial Hwy SW...
City
Cricket Wireless
Authorized Retailer
Cell phone store
Suite 30 +
Courtyard
3 Parking
Spaces

Suite 30 – 5000SF

SHOPPING CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, made, entered into and effective on **June , 2025** (the "Effective Date") by and between:

LESSOR: **Vishal Hawthorne Plaza, LLC.,** whose address is **5675 Jimmy Carter Blvd, Suite 500, Norcross, GA 30071** (hereinafter referred to as the "Lessor"); and

LESSEE: **City of Mableton** with an address at **1245 Veterans Memorial Highway SW Suite 30, Mableton, GA 30126** (hereinafter referred to as the "Lessee") (both parties collectively referred to herein as "Parties" and/or "Party")

WITNESSETH:

IN CONSIDERATION of the payment of rents and other charges provided for herein and the covenants and conditions hereinafter set forth, Lessor and Lessee hereby covenant and agree as follows:

ARTICLE I. DEMISED PREMISES

1.01 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises.

A space consisting of approximately **5,000** square feet (the "Demised Premises"), which constitutes a part of **Hawthorne Plaza** which is situated at **1245 Veterans Memorial Highway SW Suite 30**, in the City of Mableton, County of Cobb, State of Georgia, consisting of approximately **112,643** square feet of retail space (the "Shopping Center").

1.02 The Demised Premises shall not be deemed to include either the land lying thereunder or the exterior walls or roof of the building in which the Demised premises are located.

1.03 The Demised Premises are demised and let subject to the following:

(a) the existing and subsequent state of title to the Demised Premises, the Shopping Center and the real property upon which the same are situated;

(b) all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof;

(c) any state of facts an accurate survey might show; and

(d) Lessee's representation to Lessor that Lessee has examined the physical condition of the Demised Premises and has found the same to be satisfactory for all purposes hereof and Lessee accepts the Demised Premises in their present condition, "as is" (except as otherwise provided in this Lease) (See Exhibit B). Lessor has not made, does not make, and is unwilling to make, any representations or warranties with respect to the condition of the Demised Premises or their fitness or suitability for any particular use and Lessor shall not be liable for any latent defect therein; and

(e) Lessee's agreement that if in connection with the financing of any property of which the Demised Premises forms a part or of the interest of a lessee under any superior lease, or if in connection with the entering into of a superior lease, any lending institution or lessor should request reasonable modifications of this Lease which do not increase Lessee's monetary obligations, materially increase Lessee's other obligations, or adversely affect the rights or obligations of Lessee under this Lease, Lessee shall make such modifications. Lessor shall have the right to cancel this lease if Lessee fails to approve and execute such modification(s) within fifteen (15) days after Lessor's request therefor.

ARTICLE II. TERM OF LEASE

2.01 This Lease shall become effective ("Effective Date") on the date in which it has been signed by Lessee's Mayor and Lessor, following approval of the Lease by Lessee's City Council. Lessee acknowledges that it shall be bound by all terms and conditions of this Lease commencing on the Effective Date of this Lease, except for the obligation to pay Base Rent and all additional charges under this Lease, which shall commence on the Commencement Date.

2.02 Term. The initial term of this Lease shall commence thirty (30) days following Delivery of Possession on or before ______TBD___________ by Lessor to Lessee of the Demised Premises (hereafter referred to as "Commencement Date"), and shall terminate twelve (12) months after the Commencement Date. If Lessee is not in default of the Lease Agreement, this Lease shall automatically renew at the end of the initial term for three (3) consecutive one (1) year renewal terms, unless Lessee provides at least one hundred twenty (120) days written notice to Lessor prior to the expiration of the then current term that the Lease will not renew. The Base Rent will increase by seven percent (7%) each renewal term.

ARTICLE III. RENT

Starting on the Commencement Date and throughout the Leases term thereafter, Lessee shall pay to Lessor as Base Rent for the Demised Premises, in advance on the first day of each month at the office of Lessor or its agents, **Vishal Hawthorne Plaza, LLC., 5675 Jimmy Carter Blvd, Suite 500, Norcross, GA 30071** or such other place as Lessor may designate in writing, the total monthly sum of Six Thousand Three Hundred Fifty-Four Dollars and Seventeen Cent **($6,354.17)** (sum referred to herein as the "Base Rent"). The Base Rent includes Common Area Maintenance ('Operating Costs'), Property Tax, and Property Insurance.

3.01 If Lessee elects not to renew this Lease beyond the initial term, Lessee will compensate Lessor Thirty Thousand Dollars ($30,000), for Landlord's Work, prior to the Lease's termination date. If Lessee elects not to renew this Lease beyond the first renewal term, Lessee will compensate Lessor Fifteen Thousand Dollars ($15,000) for Landlord's Work, prior to the Lease's termination date. Lessee shall not be required to pay any cost towards Landlord's Work should the Lease stay in effect through at the least the first renewal term.

3.02 If the Commencement Date shall be other than the first day of a month, then the Base Rent shall be measured from the first day of the month succeeding the Commencement Date and Lessee shall pay all Base Rent, and additional rent as hereinafter defined, for the fractional month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the next succeeding month; and thereafter the Base Rent plus additional rents shall be paid in monthly installments on the first day of each and every month in advance.

3.03 Landlord's Work. For purposes of this Lease, "Landlord's Work" means, collectively the alterations and improvements to the Demised Premises to be constructed and installed by Landlord in accordance with the terms and conditions of this Lease, as more particularly described in Exhibits C, C1 & C2 attached to and hereby made a part of this Lease. Lessor shall complete the "Landlord's Work" described in Exhibits C, C1 & C2 and deliver the Demised Premises to Lessee. All of Lessor's Work will be performed in good and workmanlike manner and will comply with all applicable building codes. Lessor shall use commercially reasonable effort to "Substantially Complete" the Landlord's Work no later than 120 days from the day Architect delivers 3 copies of the permitted of Architectural Plans to Lessor. Any changes to the Architectural Plans will extend the completion date.

3.04 Percentage Rent. Intentionally omitted.

ARTICLE IV. INTENTIONALLY OMITTED.

ARTICLE V. USE OF PREMISES

5.01 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating Organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, Lessee shall operate its business under the name **"City of Mableton."** Lessee **may use the Demised Premises during the term of the Lease for any administrative and government-related purpose permitted under the law,** and for no other purpose without Lessor's prior written consent.

5.02 Lessee shall not abandon or leave, vacant the Demised Premises, and shall not permit the license or occupancy of the Demised Premises by any party other than Lessee, its agents, employees and invitees, and shall:

(a) Conduct no auctions, fire, going-out-of-business or bankruptcy sales or similar practice.

(b) display no merchandise outside the Demised Premises nor in any way obstruct the adjacent sidewalks; and store all trash and refuse in appropriate containers within the Demised Premises and attend to the daily disposal thereof in the manner designated by Lessor.

(c) Lessee shall not burn any trash or rubbish in or about the Demised Premises or anywhere else within the confines of the Shopping Center. Lessee shall not operate a garbage grinder without Lessor's prior

consent. If Lessor elects to provide refuse compactor service on the Shopping Center property, Lessee shall use said service exclusively for disposal of all wastes. If compactor service is not provided, Lessee shall use a refuse disposal service approved by Lessor.

(d) Load or unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through designated service areas which do not interfere with the operations of other tenants in the Shopping Center.

(e) Take no action which would violate Lessor's union contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Lessor or any tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon the Shopping Center, nor cause any impairment or reduction of the good will of the Shopping Center.

(f) Keep the display windows in the Demised Premises, including but not limited to all windows, doors and glass, in a neat, orderly and clean condition.

(g) Store in the Demised Promises only such merchandise as Lessee shall thereafter place on retail sale at the Demised Premises and use for office or other non-selling purposes only such space in the Demised Premises as is absolutely required for the conduct of Lessee's business therein.

(h) Obey and observe (and compel its officers, employees, contractors, licensees, invitees, sustenance, concessionaires and all others doing business with it to obey and observe) all reasonable rules and regulations established by Lessor from time to time for the conduct of Lessee and/or for the welfare of the Shopping Center.

(i) Operate its business in the Demised Premises with new, functional, efficient and first-class equipment and trade fixtures in good condition, and to fully cooperate with Lessor in promoting the use of such trade names and slogans Lessor may adopt for the Shopping Center and in connection therewith pay any reasonable assessments for such promotion.

(j) Participate in any window cleaning program that may be established by Lessor for all or a majority of the other retail stores and businesses in the Shopping Center or in the building in which the Demised Premises are located and not permit window cleaning or other exterior maintenance for the Demised Premises to be performed by any individual not approved by Lessor

(k) Pay promptly and when due: all taxes, licensees fees, assessment and other charges lawfully levied or imposed upon the business of Lessee or upon any fixtures, furnishings or equipment in the Demised Premises.

(l) Not use the plumbing facilities for any purpose injurious to same or dispose of any garbage or any other foreign substance therein, nor place a load on any floor in the Demised Premises exceeding the floor load per square foot which such floor was designed to carry, nor install, operate and/or maintain in the Demised Premises any heavy equipment except in a location approved by Lessor, nor install, operate and/or maintain in the Demised Premises any electrical system therein, or any part thereof, beyond its capacity for proper and safe operation as determined by Lessor or which does not bear Underwriters approval.

(m) Not operate on the Demised Premises any vending machine or similar device, for the sale of any merchandise, including but not limited to lockers, toilets, scales, amusement devices, or devices for the sale of beverages, candies, cigarettes, foods or other commodities, or any coin operated or other type of video game or arcade-style amusement games, including pinball, electronic games or any similar related items. Lessee may however operate vending machine or similar devices on the Demised Premises for the sale of snacks, beverages and similar goods to Lessee' agents and employees.

(n) Keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

(o) Not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

5.03 Lessee agrees, at its own cost and expense, to keep and maintain in good order, condition and repair any loading platform, truck dock and/or truck maneuvering space which is used exclusively by Lessee or to which

Lessee has the right of exclusive use, and for the purposes hereof, the same shall not be considered part of the parking area.

5.04 Lessee agrees that Lessor shall have the right to prohibit the continued use by Lessee of any unethical or unfair method of business operation, advertising or interior display if, in Lessor's opinion, the continued use thereof would impair the reputation of the Shopping Center as a desirable place to shop or is otherwise out of harmony with the general character thereof, and upon notice from Lessor shall forthwith refrain from or discontinue such activities.

5.05 With the exception of business closures for Acts of God, pandemics, natural disasters, state, federal and local emergencies and other exigent circumstances, Lessee shall keep the Demised premises open during normal government hours for government purposes within thirty (30) days after the Commencement Date through the remaining term of the Lease. This will range from routine government operations from 7am to 6pm on regular business days, and from 7am to up top 12am on dates in which the City may conduct formal business meetings at the Demised Premises. Lessee shall remain responsible to pay rent during any closure periods.

ARTICLE VI. INSTALLATIONS AND ALTERATIONS

6.01 Lessee shall, at Lessee's sole cost and expense, at all times during the Term and any extensions or renewals thereof, keep the Demised Premises equipped with all trade fixtures, equipments, furnishings, furniture, fixtures, floor coverings, carpeting and exterior signs and all other equipment and personal property necessary for the operation of the Lessee's business in the Demised Premises. All fixtures installed by Lessee shall be new or in good condition. Prior to commencing any construction work, alterations, remodeling or the installation of any equipment other than the trade fixtures in the Demised Premises, Lessee shall submit to Lessor plans and specifications of any such construction work, said plans to be prepared and submitted by a licensed architect. Except as otherwise provided in the Rider to Lease, Lessee hereby accepts the Demised Premises in their present condition, "as is," without warranty or representation: either express or implied, as the condition of the Demised Premises.

6.02 Lessee shall not make or permit to be made any alterations, improvements, and/or additions of any kind or nature to the Demised Premises or any part thereof except with the prior written consent of Lessor. All alterations, improvements and additions to the Demised Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the term or the earlier termination of this Lease; provided, however, if prior to the termination of this Lease, or within fifteen (15) days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Demised Premises by Lessee and which are designated in said notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may effect said removals and repairs at Lessee's expense. In the event of making such alterations, improvements and/or additions as herein provided, Lessee does hereby indemnify and save harmless Lessor from all expenses, liens, claims or damages to either person or property arising out of, or resulting from the undertaking or making of such alteration, improvements and/or additions.

6.03 If, at the inception of this Lease or during the Term thereof, or any extension thereof, any law regulation, or rule requires that an alteration, addition, or other change be made to the Demised Premises, the Parties agree that Lessee will make said alterations, additions, or changes and bear all expense connected with such alterations, additions or changes.

6.04 If Lessor shall hereafter determine during the Term to erect additional structures, add stories to existing buildings, enclose open courts and malls in the Shopping Center (or any portions thereof as may be designated by Lessor) as said Shopping Center may be enlarged or ; reduced at the sole option of Lessor by addition(s) to the Shopping Center of land and/or buildings or by the diminution thereof, Lessee hereby consents thereto and to the performance of work necessary to effect the same and to any inconvenience caused thereby. Lessee agrees to pay its proportionate share of the increased Common Area charges and taxes (as defined in this Lease) which result therefrom.

ARTICLE VII. MAINTENANCE OF DEMISED PREMISES

7.01 Subject to the provisions of Article 12 .3 thereof, Lessor shall maintain and keep in good repair the roof over the Demised Premises and the structural portions of the exterior walls (excluding store fronts) and foundations of the Demised Premises; however, (i) Lessee shall be responsible for giving Lessor notice of the necessity for such maintenance and repairs; (ii) Lessee cannot hold Lessor liable for not making repairs unless prior notice explaining the necessity of such repairs is received by Lessor; and (iii) Lessee shall be financially responsible for damages

to the roof or exterior walls or foundations caused by any act or omission of Lessee, its employees, agents, invitees, subtenants, assignees or contractors. Any repairs to the roof or exterior walls or foundations reasonably required as a result of Lessee's wrongful acts or omissions shall be made by Lessor at Lessee's sole cost and expense. In no event shall Lessor be liable for damages, or for lost business or profits, or for injuries to person or property (including any stock or inventory of Lessee) arising from Lessor's failure to make such repairs that Lessor is not provided proper noticed of as required under this Lease, nor shall Lessor be liable for damages, or for lost business or profits, or for injuries to person or property (including any stock or inventory of Lessee) arising from defective workmanship of Lessee or materials used by Lessee in making any such repairs. Except as specifically provided herein, Lessor shall not be responsible for any maintenance, repairs or improvements of any kind, in, or upon the Demised Premises. Lessor's responsibility for effecting repairs as stated in this Article in no way precludes Lessee's reimbursement obligations defined in Article XII.

7.02 Lessee shall keep and maintain in good order, condition and repair (which repair shall mean replace if necessary) the Demised Premises and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab including free flow up to the main sewer line located in the exterior of the Demised Premises which serves the Demised Premises; all heating and air-conditioning equipment and apparatus including mechanical equipment located in the exterior of premises which serve Demised Premises; exterior utility facilities and exterior electrical equipment serving the Demised Premises; and all plate glass, interior walls, store fronts, floors and ceilings, including paintings, adjacent sidewalks; and shall at all times comply with applicable building codes. Lessee shall contract for, in its own name and shall pay for; (a) a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment, including changing filters on a quarterly basis, and (b) a qualified service contractor to render pest control services to the Demised Premises. All such service contractors shall be subject to the prior written approval of Lessor. If Lessee refuses or neglects to commence or complete any of the obligations above set forth promptly and adequately within ten (10) days after notice from Lessor, Lessor may, but shall not be required to, make or complete said maintenance or repairs and Lessee shall pay the cost thereof to Lessor upon demand, said cost to be considered as additional rent hereunder.

7.03 Lessor or its representatives shall have the right to enter the Demised Premises for emergency purposes at all times during the Term.

ARTICLE VIII. INSURANCE AND INDEMNITY

8.01 Lessor shall maintain and keep in full force fire, all risk at replacement value and, at the option of Lessor, rental insurance and other insurance on the buildings which comprise the Shopping Center of which the Demised Premises are a part, in such amounts as may be determined by Lessor, at its sole discretion. Said rental insurance shall be defined to be that type of insurance commonly issued to cover the payment of rental payments which for any reason, have not been made by Lessee.

8.02 Lessee shall provide and keep in force during the Term hereof, in the name of Lessor and Lessee, as their respective interests may appear, plate glass insurance on all glass in the Demised Premises and general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Demised Premises including all damages from signs, glass, awnings, fixtures and other appurtenances situated on, in or used in connection within the Demised Premises. Coverage is to be written on a Commercial General Liability policy with a combined single limit for Bodily Injury, Personal Injury and Property Damage on an occurrence form. The policy limits must be in an amount not less than $1,000,000 each occurrence; $1,000,000 personal injury; $1,000,000 general aggregate; $1,000,000 products/completed operations aggregate; and $5,000 medical payments. The coverage shall not be subject to a deductible. The limit may be provided through a combination of primary and umbrella/excess liability policies. All such insurance required to be maintained by Lessee shall name Lessor and any other entity designated by Lessor as added insured and shall be with an insurance company satisfactory to Lessor. Lessee shall provide Lessor with copies or certificates of all policies required herein, including an endorsement providing that such insurance shall not be canceled or modified except after thirty (30) days' notice in writing to Lessor. During any periods of which Lessee shall fail to furnish such policies as hereinabove provided, Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by Lessee to Lessor on demand.

8.03 The Parties do hereby waive requests for compensation which they may have or acquire against each other by way of subrogation or otherwise, for any loss or damage covered by the insurance policies to be maintained by Lessee and/or Lessor under this Article VIII or under any other insurance policies which may be maintained by Lessee and/or Lessor, including, specifically, any business interruption insurance maintained by Lessee and/or Lessor, regardless of whether such loss or damage is caused by the negligence of Lessor, its agents, employees or invitees, or otherwise. The Parties further agree to cause any insurance policies maintained with respect to the Demised Premises to contain a waiver of subrogation or endorsement under which the insurance company waives

its right of subrogation against Lessor and/or Lessee in case of any damage, destruction, loss or injury caused by the opposite Party, its agents, employees or invitees.

8.04 As a material part of the consideration for this Lease, Lessee hereby assumes all risks and waives all claims against Lessor for any damage to any property or any injury to or death of any person in or about the Demised Premises or the Shopping Center arising at any time and from any cause whatsoever, other than solely by reason of the negligence or willful act of Lessor, or its agents, employees or contractors. Lessee also agrees to indemnify, defend and hold Lessor harmless from and against any and all claims or liability for any injury or damage to any person or property whatsoever: (a) occurring in, on or about the Demised Premises or any part thereof, and (b) occurring in, or about any facilities (including, without limitation to the generality of the term “facilities”, stairways, passageways, hallways, sidewalks and parking areas) the use of which Lessee may have in conjunction with other lessees of the Shopping Center, when such injury or damage shall be caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same, by Lessee, its agents, servants, employees or invitees. Lessee further agrees to indemnify, defend and hold Lessor and Lessor’s mortgagee harmless from and against any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of any work or thing whatsoever done by Lessee in or about, or from transactions of Lessee concerning, the Demised Premises, and will further indemnify, defend and hold Lessor harmless from and against any and all claims arising from any breach or default by Lessee in the performance of any covenant or agreement by Lessee to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, attorneys’ fees, expenses and liabilities incurred in connection with any such claim, action or proceeding brought thereon. Furthermore, in case any action or proceeding shall be brought against Lessor by reason of any such claims or liability, Lessee shall defend such action or proceeding at Lessee’s sole expense by counsel satisfactory to Lessor. The provisions of this Paragraph 8.4 shall survive the expiration or earlier termination of this Lease with respect to any claims or liability occurring prior to such expiration or earlier termination.

ARTICLE IX. RIGHT OF REDEMPTION

9.01 Lessee waives any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the Term, or upon the entry of final unappealable judgment for recovery of possession through any action or proceeding.

ARTICLE X. UNAVOIDABLE DELAYS

10.01 The provisions of this Article X shall be applicable if there shall occur, during or prior to the Term, any : (a) striker(s), lockout(s), or labor dispute(s); (b) inability to obtain labor or materials or reasonable substitutes therefore; or (c) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, or fire or other casualty, acts or failure to act by Lessee or other conditions similar to those enumerated in the foregoing items (a), (b) and (c) beyond the reasonable control of Lessor. If either Party shall as the result of any such event, fail punctually to perform any lease obligation, then such obligation(s) shall be punctually performed as soon as practicable after such event shall abate. If either Party shall as a result of any such event be unable to exercise any right or option within any time limit provided therefore in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event.

ARTICLE XI. CONSENTS

With respect to any provision of this Lease which provides, in effect, that Lessor shall not unreasonably withhold or unreasonably delay any consent or any approval, Lessee, in no event, shall be entitled to make, any claim for, and Lessee hereby waives any claim for money damages; nor shall claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Lessee that Lessor has unreasonably withheld or unreasonably delayed any consent or approval; but Lessee’s sole remedy shall be an action or proceeding to enforce any such provision, or for specific performances, injunction or declaratory judgment. Lessor agrees to use its best efforts to notify Lessee within thirty (30) days after receipt by Lessor of such request by Lessee.

ARTICLE XII. COMMON AREAS

12.01 During the Term of this Lease Lessor grants to Lessee the nonexclusive right to use, in common with all others so entitled, the “Common Areas” of the Shopping Center. As used herein, the term "Common Areas” shall mean and include all areas, facilities, improvements and services provided from time to time for general, common, joint, but non-exclusive, use by Lessor and the tenants of the Shopping Center, their respective agents, employees, invitees and customers. Except as may be otherwise designated by Lessor for the exclusive use of any tenant, "Common Areas” shall include, without limitation, all parking spaces and areas, pedestrian sidewalks, driveways, curbing, retaining walls, truckways, access roads, ramps, loading docks, delivery areas, all service corridors whether located on the grounds, in the Building or on the roof, signs, audio equipment/wiring and music program services, landscaped and vacant areas, as well as lighting facilities, storm/sanitary sewer systems and all utilities serving “Common Areas”, whether located within or outside of the Shopping Center.

The Common Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of parking areas and other Common Areas; (b) enter into, modify, and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; (c) close any or all portions of the Common Areas to such extent and for such time as may, at the sole discretion of Lessor, be legally necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (d) close temporarily, if necessary, any part of the Common Areas; (e) make changes, additions, deletions, alterations or improvements in and to such Common Areas, provided that there shall be no unreasonable obstruction of Lessee’s right of ingress to or egress from the Demised Premises except as provided in subparagraph (c) above; and (f) adopt reasonable rules and regulations by which Lessee shall abide relating to the use of the Common Areas.

12.02 Lessor shall maintain the Common Areas in good repair and reasonably clear of debris.

12.03 Lessee shall cause its employees to park only in the outer areas of the parking lot situated on the Shopping Center property or such places as provided from time to time and designated by Lessor for employee parking. Within ten (10) days after a request by Lessor, Lessee shall deliver to Lessor, upon Lessor’s request, a list of Lessee’s and its employees’ automobiles which such list shall set forth the description of and the license numbers assigned to such automobiles and their state of issue. Thereafter, Lessee shall advise Lessor of any changes, additions or deletions to such list. If any automobile appearing on said list is parked in an area of the Shopping Center property, other than the area designated by Lessor at any time after Lessor has given notice to Lessee or Lessee’s store manager of this provision, then Lessee shall pay to Lessor the sum of Fifty Dollars ($50) per day for each such automobile for each day (or part thereof) it is parked in violation of this provision. Lessee shall pay such sum to Lessor within ten (10) days after receipt of notice from Lessor. The payment of such sums shall constitute additional rent hereunder.

ARTICLE XIII. MECHANIC’S LIEN OR CLAIMS

13.01 Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or material man which might be or become a lien, notice or intention of a lien, encumbrance or charge upon the Demised Premises or the Shopping Center or the income there from; and Lessee shall not suffer any other matter or thing whereby the estate, right and interest of Lessor in the Demised Premises or in the Shopping Center might be impaired. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee’s contractor to work in the Demised Promises or in the Shopping Center, Lessee shall, within ten (10) days after notice of the filing thereof, take action to cause for the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to take such action to cause such lien or notice of lien to be discharged, then Lessor, in addition to any ether rights or remedies may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings; and in any such event, Lessor shall be entitled, if Lessor so elects, to defend any prosecution of an action for foreclosure of such lien by the lienor or to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount paid by Lessor and all costs and expenses, including attorney fees, incurred by Lessor in connection therewith together with interest thereon at the maximum legal rate from the respective dates of Lessor’s making of the payment or incurring of the cost and expense shall be paid by Lessee to Lessor on demand. All such sums shall be considered additional rent hereunder. Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or material man for the performance of any labor or the furnishing of materials for any specific or general improvement, alteration, or repair of or to the Demised Premises or to any buildings or improvements, or to any part thereof

ARTICLE XIV. DESTRUCTION AND RESTORATION

14.01 If the Demised Premises or the building of which the Demised Premises constitutes a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed twenty-five percent (25%) of the then replacement value thereof, then Lessor may, at its option, within sixty (60) days after the occurrence of such casualty, terminate this Lease upon written notice to Lessee

14.02 If the Demised Premises or the building of which the Demised Premises constitutes a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than twenty-five percent (25%) of the then replacement value thereof, or if Lessor does not elect to terminate this Lease as provided in Paragraph 14.1 above, then Lessor shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, Lessor's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Lessee's fixtures, improvements or other alterations made by Lessee in or upon the Demised Premises; provided, further, however, if such damage or destruction occurs during the last three (3) years of the Term , Lessor shall have the option, to be exercised by notice to Lessee within ninety (90) days after the occurrence of any casualty, to either rebuild or terminate this Lease. Notwithstanding anything provided herein to the contrary, Lessor's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Lessor (less any costs incurred by Lessor in collecting the same) as a result of any such casualty. If the fire insurance proceeds received by Lessor (less any costs incurred by Lessor in collecting the same) are insufficient to rebuild the Demised Premises, then Lessor shall have the option to terminate this Lease upon notice to Lessee within ninety (90) days after Lessor's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

14.03 If this Lease is terminated in the manner set forth above, all rentals, including additional rent, shall be apportioned to the time of such casualty. If this Lease is not terminated and Lessor elects to restore or repair the Demised Premises, then all rental payable by Lessee as provided in Paragraph 14.2 above shall be equitably abated based on the square footage in the Demised Premises which are usable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any additional rent payable hereunder including but not limited to additional rent as may be provided in Article IV (with respect to Real Estate Taxes), Article VIII (with respect to Insurance), Article XII (with respect to Common Area Maintenance Expenses) or Article XXIII (with respect to Merchant's Association Dues).

ARTICLE XV. EMINENT DOMAIN

15.01 If during the Term of this Lease the Demised Premises, or any part thereof, or more than ten percent (10%) of the Shopping Center or of the Common Areas are taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Lease and the Term hereby granted shall be terminable at Lessor's sole option and if Lessor so terminates then this Lease shall expire on the date when possession shall be taken by the condemner and the rent herein reserved shall be apportioned and paid in full to that date and all prepaid rent shall forthwith be repaid by the Lessor to the Lessee. If Lessor does not elect to cancel or terminate this Lease as provided above, then Lessor shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Lease shall continue in full force and effect except that, during such restoration, the rent payable pursuant to Article III hereof shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any additional rent as provided in Article IV (with respect to real estate taxes), Article VIII (with respect to insurance), Article XII (with respect to Common Area Maintenance Expense) or Article XXIII (with respect to merchant association dues); provided further, however, Lessor's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, if the net condemnation award received by Lessor is insufficient to restore or rebuild the structural portions of the Demised Premises, Lessor shall have the option, within ninety (90) days after Lessor's receipt of the net condemnation, to cancel and terminate this Lease, and Lessee shall be limited to consequential damages only.

15.02 All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of Lessor.

ARTICLE XVI. PROPERTY IN DEMISED PREMISES

16.01 All leasehold improvements (other than Lessee's trade fixtures), such as signs, light fixtures and heating and air conditioning equipment, shall when installed attach to the freehold and become and remain the property of Lessor. All store fixtures or trade fixtures and drapes shall remain the property of Lessee. Lessee shall be allowed to remove all such trade fixtures upon termination of this Lease.

16.02 All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee. Lessor shall not be liable for any damage to said property or loss of business suffered by Lessee which may be caused by water from any source whatsoever including the bursting, overflowing or leaking of sewer or steam pipes, or from the heating or plumbing fixtures or from electric wires or from gas or odor unless caused by the negligence of Lessor.

16.03 Lessee shall pay before delinquency all taxes assessed against Lessee’s fixtures, furnishings, leasehold improvements, equipment and stock-in-trade placed in or on the Demised Premises. Any such taxes paid by Lessor shall become due and payable by Lessee within ten (10) days after written notice from Lessor. Such amounts if not so paid shall constitute additional rent hereunder.

ARTICLE XVII. ACCESS TO DEMISED PREMISES

17.01 Lessee shall permit Lessor or Lessor's agents to inspect or examine the Demised Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Demised Premises or to the building of which the Demised Premises is a part that Lessor may deem desirable or necessary or which Lessee has covenanted herein to do and has failed so to do, and Lessor shall have the right to store in the Demised Premises any materials or equipment reasonably necessary for such repairs, alterations, improvements or additions without the same being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while such repairs, alteration, improvements or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

ARTICLE XVIII. SURRENDER OF DEMISED PREMISES

18.01 Lessee shall deliver and surrender to Lessor possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the Term of this Lease, ordinary wear and tear and damage by fire or other insured casualty excepted.

18.02 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed upon the expiration or termination of this Lease and shall repair all the damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they existed immediately prior to the installation of the articles so removed. Lessee’s property left in the Demised Premises after Lease termination may be stored by Landlord at Tenant’s reasonable expense. Lessee’s obligation to observe or perform this covenant shall survive the expiration or earlier termination of this Lease.

ARTICLE XIX. UTILITIES

19.01 Lessee shall contract for, in its own name, and shall pay before delinquency, all utility services rendered or furnished to the Demised Premises, including heat, water, gas, electricity, fire protection, sewer rental, sewage treatment facilities and the like, together with all taxes levied or other charges on such utilities. If Lessor shall supply any such services, or if any such services are required to be paid for by Lessor under a master meter, Lessee shall purchase all such utilities from Lessor at Lessor’s own rate, which rate shall be reasonable in relation to industry standards. Any such payments for service supplied by Lessor shall be due and payable within ten (10) days after billing, therefore is rendered to Lessee. In no event shall Lessor be liable for the quality, failure or interruption of such services to the Demised Premises. Lessee does hereby indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred or paid by Lessor as a result of Lessee’s failure to pay when due all utilities serving the Demised Premises.

ARTICLE XX. ASSIGNMENT

20.01 Lessee shall not, by operation of law or otherwise assign or transfer this Lease or sublet all or any part of the Demised Premises without the prior written consent of Lessor. It is understood that Lessor may refuse to grant consent to any assignment or subletting by Lessee with or without cause and without stating, in its refusal to grant such consent, the reasons for which it refuses to grant such consent and may not, under any circumstances, be required or compelled to grant such consent. In the event of any approved assignment or subletting: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; (b) the assignee or sublessee shall not let or underlet the whole or any part of the Demised Premises or assign this Lease or his said sublease without Lessor’s prior written consent; and (c) Lessee shall pay a fee of $500.00 to Lessor to cover Lessor’s time and expenses necessary to complete any such assignment. If Lessee is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law, of any partner or partners owning 51% or more of the partnership, or the dissolution of the partnership, shall be deemed an assignment. If Lessee is a corporation, any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee or the sale of 51%, or more of the value of the assets of Lessee, shall be deemed an assignment. Should any change of ownership, whether by sale, assignment, bequest, inheritance, operation of law or otherwise take place without the prior written consent of Lessor, then Lessor shall have the option to terminate this Lease upon thirty (30) days notice to Lessee.

ARTICLE XXI. DEFAULT BY LESSEE

21.01 Upon the happening of any one or more of the events below in (a) through (h), inclusive, Lessor shall have any and all rights and remedies hereinafter set forth in this Article XXI:

(a) If Lessee should fail to pay any one or more of said monthly installments of Base Rent, or any other sums required to be paid hereunder, whether additional rent or otherwise as and then the same becomes due;

(b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against Lessee and such petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;

(c) If an assignment for the benefit of creditors is made by Lessee;

(d) If any court appoints a receiver or other court officer of Lessee's property and such receivership is not dismissed within thirty (30) days from such appointments;

(e) If Lessee removes, attempts to remove, or permits to be removed from the Demised Premises, except in the usual course of trade, the goods, furniture, effects or other property of Lessee therein;

(f) If Lessee, before the expiration of the Term, and without the prior written consent of Lessor, vacates the Demised Premises or abandons possession thereof, or uses the Demised Premises for purposes other than the purposes of which the same are hereby leased, or ceases to use the Demised Premises for the purposes herein required;

(g) If an execution or other legal process is levied upon the goods, furniture, effect or other property of Lessee brought on the Demised Premises, or upon the interest of Lessee in this Lease, and the same is not satisfied or dismissed within five (5) days from such levy;

(h) If Lessee violates any other terms, conditions and covenants on the part of Lessee herein contained, and fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof is given by Lessor to Lessee.

21.02 Upon any alleged default or breach as specified in Paragraph 21.1 above, Lessor shall provide written notice to Lessee of any such alleged default or breach. Upon receipt of such written notice, Lessee shall have thirty (30) days thereafter to cure any such default or breach without termination of the Lease. Upon Lessee's failure to cure any such default or breach following such thirty days notice, Lessor shall have the right, at the option of Lessor, to terminate this Lease, and upon at least (15) days prior written notice to Lessee of such termination, to thereupon re-enter and take possession of the Demised Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, following its termination this Lease, to re-enter and re-let the Demised Premises, or any part thereof, with or without legal process. In the event of such default and termination, Lessee shall pay Lessor any deficiency monthly notwithstanding Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Lessor may bring an action therefore as such monthly deficiency shall arise, or (ii) the entire unpaid rent and other charges reserved in this Lease for the remaining Term shall be immediately due and payable by Lessee. Nothing herein, however, shall be construed to require Lessor to pay Lessee any surplus of any sums received by Lessor on a re-letting of the Demised Premises in excess of the rent provided in this Lease.

21.03 Upon termination or an uncured Lessee's breach of this Lease as set forth herein, the Base Rent provided for in this Lease for the balance of the original Term or any renewal or extension thereof, or any additional rents or indebtedness due Lessor, shall become immediately due and payable at the option of Lessor, and without regard to whether or not possession of the Demised Premises shall have been surrendered to or accepted by Lessor.

21.04 In the event of any such uncured default or uncured breach as specified in paragraph 21.1 above, the Lessor shall have the right, at its option, to declare the rents for the entire remaining term including a 10% surcharge for legal fees and costs of collection, and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Lessor, and may commence action immediately thereupon and recover judgment therefore.

21.05 The Lessee's failure to vacate the premises as required by law, Lessor shall have the right to relocate all or any part of Lessee's property from the Demised Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee at the Lessee's sole expense and

reimbursement to Lessor prior to relocation of property. If payment is not paid for such storage, Lessor shall have the option to dispose of such contents.

21.06 Any and all rights, remedies, and options given in this Lease to either party shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

21.07 The waiver by either party of any breach of any term, condition, or covenant herein contained in a singular instance shall not be deemed to be a waiver of such term, condition, or covenant herein contained for the duration of this Lease. The consent or approval by either party to or of any act by the opposite party requiring consent or approval in a single instance shall not be deemed to waive or render unnecessary either party's consent or approval to or of any subsequent or similar act by Lessee. No re-entry hereunder shall bar the recovery of rents or damages for the breach of any terms, conditions or covenants on the part of Lessee herein contained. Lessor's receipt of rent after breach or a condition broken, or delay by either party to enforce any right hereunder, shall not be deemed a waiver or forfeiture, or a waiver of the rights of either party. Lessor to annul this Lease or to re-enter the Demised Premises or to re-let same.

ARTICLE XXII. ESTOPPEL CERTIFICATE, ATTAINMENT AND SUBORDINATION

22.01 Within ten (10) days after request by Lessor, Lessee shall deliver to Lessor a written and acknowledged statement certifying that Lessee has accepted possession of the Demised Premises, that this Lease is unmodified and in full force and effect or if there have been modifications, that the same are in full force and effect as modified and stating the modifications, such other factual matters as may be requested by Lessor, and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article XXII may be relied upon by any prospective purchaser or mortgagee of the fee of the Shopping Center or any other legal estates of which the Demised Premises form a part.

22.02 Upon request of Lessor, the holder of any mortgage on the Shopping Center or by the purchaser of the Shopping Center at any foreclosure of any mortgage encumbering the Shopping Center, Lessee shall attorn to the purchaser of the Shopping Center or upon any such foreclosure sale, recognize such purchaser as Lessor under this Lease and execute any and all documents or instruments which may by reasonably requested by the purchaser or mortgagee of the fee of the Shopping Center or any other estates of which the Demised Premises form a part.

22.03 Any purchaser at a foreclosure sale or grantee of a deed in lieu of foreclosure (collectively a "Successor Lessor") shall not be subject to any claim, defense or offset valid against any prior lessors, nor shall any Successor Lessor be liable for any act or omission of any prior lessor, nor for any prepaid rent or additional rent or any security deposit or any prepaid charge not actually received by such Successor Lessor, nor shall a Successor Lessor be bound by any amendment or modification of this Lease made without its written consent.

22.04 This Lease and Lessee's rights hereunder are and shall always be subject and subordinate to any first mortgage now or hereafter placed upon the land and buildings of the Shopping Center of which the Demised Premises form a part, and to all advances hereafter made from time to time upon the security thereof. Lessor and Lessee agree that this Lease be and hereby is made subject and subordinate at all times to all ground and underlying leases, which may now or hereinafter affect the Shopping Center, of which the Demised Premises form a part. The term "mortgages" as used herein shall be deemed to include trust indentures and deeds of trust and includes all renewals, modifications, consolidations, participations, replacements, and extensions thereof.

22.05 The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required by any such Lessor or mortgagee. If Lessor or any Lessor under any ground lease or any mortgagee desires confirmation of such subordinations, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor as the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

22.06 This Lease shall not be recorded without the prior consent of Lessor.

ARTICLE XXIII. MERCHANT'S ASSOCIATION Intentionally Omitted.

ARTICLE XXIV. HOLDING OVER

24.01 If Lessee remains in possession of the Demised Premises after the expiration of the tenancy created hereunder and without the execution of a new lease, Lessee, at the option of Lessor, shall be deemed to be occupying the Demised Premises as a Lessee at sufferance until such time as a court of competent jurisdiction awards Lessor possession of the Demised Premises at an increased monthly Base Rent equal to one and a half (1.5) times the Base Rent payable during the last month of the Term. Lessor and Lessee agree that such increased

Base Rent is not a penalty but a reasonable estimation of Lessor's damages for any holdover. In addition to the Base Rent, while occupying and/or in possession of the Demised Premises as a Lessee at sufferance, Lessee agrees to pay monthly: (a) one-twelfth (1/12) of the Real Estate Taxes payable for the Lease Year immediately prior to the Lease Year in which the expiration occurs; (b) the monthly Shopping Center Common Area Maintenance Expenses payable for such month; and (c) the cost of insurance for which Lessee would have been responsible if this Lease had been renewed on the same terms contained herein. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease.

ARTICLE XXV. QUIET ENJOYMENT

25.01 Lessor agrees that if Lessee pays the Base Rent and other charges herein provided and performs all of the covenants and agreements herein stipulated to be performed by Lessee, Lessee shall, at all times during the Term, have peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor, except as to such portion of the Demised Premises of the Shopping Center as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises or the Shopping Center.

ARTICLE XXVI. REIMBURSEMENT

26.01 All terms, covenants and conditions herein contained, to be performed by Lessee, shall be performed at Lessee's sole cost and expense; provided, however, if Lessor shall pay any sums of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of Lessee to perform such term, covenant or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor with the next succeeding installment of rent. All sums payable by Lessee to Lessor under this Lease shall be paid without any prior demand therefor and without any deduction or set-off whatsoever.

ARTICLE XXVII. FUTURE DEVELOPMENTS AND EASEMENTS

27.01 Notwithstanding anything provided herein to the contrary, Lessor hereby reserves the right to develop at any time or from time to time all or any part of that portion of the Shopping Center property, including any of the Common Areas thereof, in such manner as Lessor may in its sole discretion determine without regard to the configuration of the buildings or parking areas now or hereinafter existing on the Shopping Center property, and without including any portion of the future development area as part of the Common Areas as described in Article XII hereof. In connection with any such future development of the Shopping Center or the Common Areas thereto, Lessor shall have the exclusive right to attach to, construct on, and otherwise use any part of the roof or exterior walls of the Demised Premises or the other buildings of the Shopping Center of which the Demised Premises form a part, including the erection of temporary scaffolds on or adjacent to the Demised Premises; and the installation, maintenance, repair and replacement of pipes, ducts, conduits and wiring leading through the Demised Premises to serve other portions of the Shopping Center property or any adjoining property owned or controlled by Lessor.

27.02 Lessee shall permit Lessor or its designees to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires in, to and through the Demised Premises, as and to the extent that Lessor may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the building in which the Demised Premises is located or any other portion of the Shopping Center. All such work shall be done, so far as practical, in such manner as to avoid interference with lessened use of the Demised Premises.

27.03 Upon sixty (60) days prior written notice to Lessee, Lessor shall have the right to relocate Lessee within the Shopping Center to a space for Lessee's permitted use, which space shall be of approximately the same architectural nature and square footage as the Demised Premises.

ARTICLE XXVIII. SIGNS

28.01 Lessee shall provide, install and maintain, at its own cost and expense a sign on the facade of the Demised Premises, provided that such installment shall be made in such manner as will not affect the rights of Lessor under any roofing bond and/or other guarantee which shall then be in force and effect. Such sign and/or any other exterior sign, advertisement or notice and its/their placement on the building must be approved by Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees that Lessee will not place any signs, advertisements or other type of structure or other obstruction on the building or grounds of the Shopping Center, and Lessee shall not operate any loudspeaker or other device which can be heard outside of the Demised Premises without Lessor's consent. Lessee agrees not to place any paper sign on any window of the Demised Premises. If a pylon mounted, internally illuminated, or any other type of sign is permitted by Lessor, in any location within or without the Shopping Center,

Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of said signs. All signs shall conform to the standards set forth is Exhibit A hereto.

ARTICLE XXIX. LEGAL COMPLIANCE

29.01 Environmental Compliance - Lessee and its agents and employees shall use the Demised Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

29.02 Environmental Hazards Lessee covenants that:

(a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Demised Premises, including without limitation, the surface and subsurface waters of the Demised Premises;

(b) No activity shall be undertaken on the Demised Premises which would cause:

(i) the Demised Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Demised Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(ii) a release or threatened release from any Source on the Demised Premises of Hazardous Substance from the Demised Premises within the meaning of, or otherwise cause the Demised Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

(iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would require a permit under the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Demised Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state, or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party of remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

(d) There shall be no storage tanks or release or threatened releases from such tanks located on the Demised Premises.

(e) For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminates, wastes, pollutants, or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers or PCB N277.

(f) Lessee shall further indemnify, hold harmless and defend Lessor from any and all claims arising out of a breach of this covenant by Lessee.

29.03 Americans with Disabilities Act Compliance Lessee agrees to comply, at its sole cost and expense, with all provisions of the Americans with Disability Act (the "ADA"). Lessor shall comply, at its sole cost and expense, with all provisions of the ADA applying to the exterior or structural portions of the Demised Premises unless such compliance is necessitated directly or indirectly by the actions or non-actions of Lessee. Lessor's obligations hereunder shall not apply to the renovation of restrooms. Lessee and Lessor shall each indemnify the other and hold the other harmless from any violation of the ADA, for any fines or penalties imposed on the other for such violations and for any other costs and reasonable expenses incurred in defending against any alleged or actual violation of the ADA.

ARTICLE XXX. NOTICES

30.01 Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required or permitted to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by hand delivery, if such communication is to Lessee, or to such other address as either party hereof shall have designated by notice to the other:

If to Lessor:

Vishal Hawthorne Plaza, LLC.
5675 Jimmy Carter Blvd, Suite 500
Norcross, GA 30071

If to Lessee:

City of Mableton
Attn: William Tanks, City Manager
1245 Veterans Memorial Highway SW, Ste. 30
Mableton, GA 30126

With email copy to:

William.tanks@mableton.gov
Michael.owens@mableton.gov

ARTICLE XXXI. SECURITY DEPOSIT

31.01 Within 5 business days of this Lease's Effective Date, Lessee shall deposit with Lessor the sum of **Six Thousand Three Hundred Fifty-Four dollars and Seventeen cents ($6,354.17)** as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this Lease. No interest thereon shall be payable unless and to the extent required by law. It is agreed that if Lessee defaults with respect to any of the terms, provisions, and conditions of this Lease, including, but not limited to, the payment of Base Rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Base Rent and additional rent or any other sums as to which Lessee is in default. Lessor shall promptly return the security deposit to Lessee upon termination of the Lease or if Lessor does not deliver the Demised Premises to Lessee as required under this Lease.

31.02 Lessor may transfer the security deposit to any purchaser of Lessor's interest in the Demised Premises, in which event Lessor shall be discharged from any further liability with respect to such deposit and Lessee will look solely to the purchaser of Lessor's interest for any return of said security deposit.

ARTICLE XXXII. DEFINITION OF LESSOR

32.01 The term "Lessor" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building and the land thereunder so that in the event of any sale of said building or an assignment of this Lease or any underlying lease or a demise of both said building and land, Lessor hereunder shall be and hereby is entirely freed and relieved of all obligations of Lessor herein and it shall be deemed without further agreement between the Parties and such purchaser(s) assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Lessor hereunder. The provisions of the preceding sentence shall be applicable to any successor Lessor.

32.02 Lessee shall look solely to the estate and property of Lessor in the Shopping Center (subject to prior rights of any mortgagee) for the collection of any judgment (or other judicial process) requiring the payment or expenditure of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and, without any exception, no other property or assets of Lessor or any officer, director, shareholders, partner or principal of Lessor or its successors or assigns shall be subject to levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies.

ARTICLE XXXIII. AFFILIATE

33.01 "Affiliate" means any person, firm, or corporation which controls or is controlled by the Party in question, or is controlled by the same personnel, or firm(s), or corporation(s), or which is a member with such Party in a

relationship of joint venture, partnership or notice form of business association which in any way affects the subject matter involved. The term “control” means the ownership of stock possession, and of the right to exercise more than fifty (50%) of the total combined voting power of all classes of stock of the controlled corporation issued, outstanding and entitled to vote for the election of directors, whether such ownership be direct or indirect through control of another corporation or firm.

ARTICLE XXXIV. NOTICE TO MORTGAGEE AND GROUND LESSOR

34.01 After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Demised Premises as part of the mortgaged premises or that it is the ground lessor under a lease with Lessor, as ground lessee, which includes the Demised Premises as a part of the Demised Premises, no notice from Lessee to Lessor shall be effective unless and until a copy of the same is given to such holder or ground lessor and the curing of any of Lessor’s defaults by such holder or ground lessor shall be treated as performance by Lessor. In such event the holder or ground lessor shall have thirty (30) days from notice to such holder or ground lessor to cure defaults (or such greater period of time as shall be reasonable necessary under the circumstances) before Lessee may exercise its remedies hereunder.

ARTICLE XXXV. GROUND LESSOR

35.01 Any ground lessor under a ground lease relating to property of which the Demised Premises is a part shall never be treated as being Lessor hereunder or as having any of the obligations of Lessor hereunder unless and until such ground lessor expressly assumes the position of Lessor hereunder by terminating such ground lease, by taking possession of the Demised Premises and by commencing to collect the rent and other charges provided for herein.

ARTICLE XXXVI. LESSOR’S DEFAULT

36.01 Lessor shall in no event be in default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation. In no event shall Lessee have any right to terminate this Lease by reason of Lessor’s default and Lessee hereby waives the benefit of any present or future law which may grant to Lessee the right to so terminate.

ARTICLE XXXVII. MISCELLANEOUS

37.01 If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

37.02 Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lessor and Lessee. Each term and each provision of this Lease to be performed by either Party shall be construed to be both an independent covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent of Lessor to any assignment by Lessee, but has reference only to those instances in which Lessor may have given consent to a particular assignment.

37.03 This writing contains the entire agreement between the Parties hereto, and no agent, representative, salesman or officer of Lessor hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the Parties hereto. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is approved the City’s Council, and thereafter executed by both Parties as appearing on the signature page to this Lease.

37.04 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and words in the singular number shall be held to include the plural, and vice-versa.

37.05 If Lessor is unable to give possession of the Demised Premises on the date of commencement of the Term hereof, because of holdover or retention of possession of the Demised Premises by any previous lessee or occupant, Lessor shall not be subject to any liability for failure to give possession on said date and validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the Term hereof but Base Rent payable hereunder shall be abated (provided Lessee is not responsible for inability to obtain possession) until after Lessor shall give Lessee written notice that the Demised Premises are ready for Lessee's occupancy.

37.06 A(a) Both Parties shall comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and insurance underwriters, and any other organization exercising similar functions, affecting the Demised Premises.

37.07 Late charges. If any payment of Base Rent, additional rent or other charges due pursuant to the provisions of this Lease shall not be paid to, and received by Lessor, on or before the fifth (5th) day following the date the same is otherwise payable pursuant to this Lease, then the Lessee shall pay to Lessor, as and for a late charge, and as additional rent, ten percent (10%) of the amount not so timely paid. In addition, if Lessee attempts to make payment of the sums due under the terms of this Lease by a way of a check that is returned unpaid from Lessee's banking institution, Lessor shall be entitled to collect a returned check fee equal to one hundred and twenty-five dollars ($125.00) in each instance.

37.08 Nothing contained in this Lease shall be deemed or construed as making the Parties' partners or co-venturers, or as making Lessor an associate of Lessee in the conduct of its business, or as making either of the parties in any way responsible for the debts, losses or obligations of the other. It is understood and agreed that the relationship between the Parties is, and is limited to, that of Lessor and Lessee.

37.09 Effect of submission. The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as set forth below:

CITY OF MABLETON, GEORGIA:	**VISHAL HAWTHORNE PLAZA, LLC:**
______________________________	______________________________
Michael Owens, Mayor	Vandana Aggarwal, Vice President of Operations
This ________ day of October, 2024.	This _______ day of October, 2024.

APPROVED AS TO FORM:

____

Emilia C. Walker, Interim City Attorney

Exhibit A

SIGN STANDARDS

All signs, lettering and symbols are subject to the prior written approval of Lessor or Lessor's agent as to type, content, size, construction, color, finish and location prior to installation of same. All fabricated signs shall be according to design as provided from supplier as specified by Lessor. Lessee is required to install signage within two (2) months of taking possession of the Demised Premises.

A. Type.

1. Restrictions.

   a. No sign shall contain neon or similar tubing or lighting elements.
   b. No moving, flashing or blinking signs.
   c. No iridescent painted signs.
   d. No daylight-fluorescent plastic signs.
   e. No signs mounted on illuminated plastic faced sign panels.
   f. No illuminated major signs.
   g. No exposed raceways, wiring troughs, conduits or ballasts.

B. Content.

1. Lettering shall be restricted to the Lessee's trade name. Such designation shall not include any specification of the merchandise offered by sale or the services rendered, and shall not contain advertising devices or slogan. Notwithstanding the foregoing, Lessee's prior written approval only.
2. No more than one (1) line of lettering may be used on the sign area.
3. Lessee shall erect no more than one (1) sign on the sign area.
4. Requirements permitting, permits, underwriter's labels, name of company, names of fabrications, etc., shall be located so as to be completely inconspicuous.

C. Size.

1. All signs shall be the same size and shall be as specified in Lessee's design.

D. Construction.

1. All signs shall be the same size and shall be specified in Lessee's design.

E. Location.

1. No signs shall be mounted on the roof, or any projection above the roof, nor shall any neon, plastic, show card or other permanent or non-permanent sign be located on, in front of, or immediately behind the store front glass area. However, small unlighted identification signs of suitable design and material may be approved at the discretion of Lessor or Lessor's agent.
2. No sign shall extend in height to a point which is higher than 1' 10'' below the top of the building or its parapet.
3. All signs shall be the same size and shall be as specified in Lessee's design.

F. Approval.

1. Three white prints and one sepia of each shop drawing of all signs shall be submitted to Lessor for approval prior to installation. The shop drawing shall indicate the size of all lettering and background panels, their location on the facade in relation to floor level, store divider and building line.

Proposed location of license, union and fabricator labels shall be indicated. A schematic section through the sign shall be provided. Colors and finishes of all materials shall be specified. All “approved as corrected” drawings shall be resubmitted until marked “approved” by Lessor. Incomplete drawings will be returned without approval. Samples shall be submitted if requested by Lessor.

2. Variances from the above will be considered on their individual merits by Lessor who also reserves the right to disapprove of any signs which are out of character with the Shopping Center as a whole, or those signs which, in the opinion of Lessor, clash with the color of previously approved signs for adjacent buildings or stores.

3. The installation, use or display of any signs for kiosks, promotional displays, or show, shall in each case be subject to the prior written approval of Lessor.

G. Upon vacating of the premises, Lessee’s sign, excluding Plexiglas panel inserts, shall become the property of Lessor and remain in position.

Exhibit B

SPECIAL STIPULATIONS

1. Lessee shall deposit with Lessor upon execution of this Lease, $6,354.17 in Certified funds as Security Deposit.

2. Lessee shall deposit with Lessor upon execution of this Lease, $6,354.17 in Certified Funds as First Month rent.

3. Lessee shall obtain and deliver to Lessor, at Lessee's sole cost, a maintenance agreement with a reputable licensed HVAC contractor approved by Lessor for the quarterly servicing of the HVAC system through the Term of the Lease Agreement. As a minimum, the HVAC system shall be serviced at lease once per quarter by the service provider, including, but not limited to, (i) changing the filters, (ii) inspecting, and if necessary, cleaning condensing coils and evaporator coils, (iii) inspecting and, if necessary, tightening or replacing the belt on any HVAC unit having a belt driven fan, and (iv) inspecting, and if necessary, tightening any electrical terminations. Lessee shall be responsible for major repairs and replacement of the HVAC system and equipment up to one thousand, five hundred ($1500.00) dollars per unit per occurrence at Lessee's sole cost and expense, after which Lessor shall be responsible for cost. In the event, Lessor shall be partially responsible for costs and expense, Lessor shall select the HVAC contractor to make such repairs and replacement.

4. Lessee shall have the right at the Demised Premises, as Lessee's option and expense with approval from Lessor, to:

    a. Erect a sign or add the City's name to Lessor's existing marquee at the Demised Premises; and

    b. Apply a fresh coat of paint to the exterior of the building with a color which is mutually agreeable to Lessor and Lessee.

5. Early Access: Lessee shall have access to the premises 24 hours per day, seven days per week after the Commencement Date. Prior to the Commencement Date, with Lessor's approval, Lessee may visit the unit for the purposes of information collection and Lessee build out planning. Lessee must get written approval from Lessor if any enhancements or minor renovations want to be conducted prior to the Commencement Date. Lessor has the sole right to deny access or renovations to be made by Lessee if per Lessor's sole discretion such visits or renovations will interfere with Landlord's Work.

6. Joanna Lindsey, Atlanta Commercial Real Estate Brokers, represents Lessee in this transaction and shall be paid a commission by Lessor per a separate written agreement between Joanna Lindsey, Atlanta Commercial Real Estate Brokers, and Lessor.

Exhibit C

Landlord's Work

Lessee shall apply for permitting with respect to Lessee's Architectural Plans no later than __**TBD**__ business days following the Lease's Effective Date. Landlord's Work shall be consistent with Lessee's Architectural Plans. Lessee's Architectural Plans may be amended as requested by Lessee and approved in writing by Lessor within the first 15 days of plans being approved. Lessee shall be responsible for additional costs associated with Change Orders on the Architectural plans and build out. Lessee shall be responsible for acquiring permitted Architectural Plans ready for construction within fifteen (15) business days of Effective Date.

Upon substantial completion of Landlord's Work, Lessor shall provide written notice to Lessee to schedule an inspection between Lessee or Lessee's agent and Lessor or Lessor's Agent. Lessee shall have the right to inspect the Demised Premises for any deficiencies or issues within three (5) business days of Lessee's receipt of such notice. Any concerns or discrepancies from the approved Architectural plans must be reported to the Lessor in writing within three (3) business days of the inspection. Lessee shall accept the Demised Premises, in writing, if Landlord's Work is substantially complete following inspection. The date which falls thirty days following Lessee's written acceptance of the Demised Premises shall be known as the "Commencement Date" under this Lease. Any remaining punch list items will be completed by the Lessor within a reasonable timeframe per the Architectural Plans. Lessee shall become responsible for the repair and maintenance of the Demised Premises per the conditions in the Lease Agreement once Lessee has accepted Possession of the Premises.

Lessor shall be responsible for the first thirty thousand ($30,000.00) dollars of the cost of buildout, including but not limited to, demolition, electrical, plumbing, HVAC, sprinkler, drywall, framing, furnishings for bathroom and breakroom, painting, and flooring as detailed in Exhibit D. Lessee shall be responsible for all costs above $30,000.00. Lessee shall be solely responsible for the installation of fire alarm, data services and low voltage. Lessee shall compensate Lessor in two parts during the construction period – half payment of total cost Lessee is responsible for paid to Lessor mid-way through the construction period due upon invoice from Lessor and remaining balance due upon acquiring of the certificate of occupancy and possession of premises.

Upon Acceptance of Possession by Lessee from Lessor of the Demised Premises, Lessee shall be responsible for repair and maintenance of the Demised Premises as set forth under the terms of this Lease.

Exhibit C1

Landlord's Work

Demolition:
- Demolition of existing offices, bathrooms, flooring, interior walls, etc.

Plumbing:
- Relocating the plumbing lines – concrete cutting and new plumbing installation
- Enlarging the bathrooms per Architectural Plan to be ADA compliant per plan
- Relocating the breakroom sink lines

Electrical:
- Lighting (2x4 lights) relocated per Architectural Plan within existing ceiling grid
- Emergency lighting located per Architectural Plan
- Installation of light switches and wall outlets in new offices spaces

HVAC:
- Servicing of existing HVAC system. No additional units to be installed
- Redesign of duct work, diffusers, HVAC equipment per Architectural Plan

Sprinkler:
- Relocate sprinkler heads to meet fire code

Drywall, Doors, Frames, Hardware:
- Building of framing and walls for new office spaces, bathrooms, storage
- Installation of doors and hardware per plans

Flooring:
- Installation of VCT flooring throughout the Demised Premises and tiles in the bathroom and breakout area to be selected by the Lessor with approval from the Lessee within 3 business days of options provided. If selection is not made in this timeframe, Lessor shall select on behalf of the Lessee.

Painting:
- All walls will be painting standard Agreeable Gray by Sherwin Williams. All doors and trim will be painted white by Sherwin Williams

Furnishings (Countertop, Cabinets):
- Lessor shall select standard cabinets and countertops for the bathrooms and breakout area
- Lessee is responsible to install furnishings for offices, cubicles (including dividers), etc.

Exhibit C2

Architectural Plans

TO BE INSERTED

AMS
AMERICAN MANAGEMENT SERVICES, INC.

Hawthorne Plaza

1245 Veterans Memorial Hgwy. SW, Mableton, GA 30126 | 470-322-5550

PROPERTY SITE MAP

Hawthorne Plaza is located on the busy Veterans Memorial Highway (Hgwy 78) with immense exposure and highly visible double pylon signs. Hawthorne Plaza is a neighborhood retail center surrounded by national retailers and fast food chains, residential communities and schools.

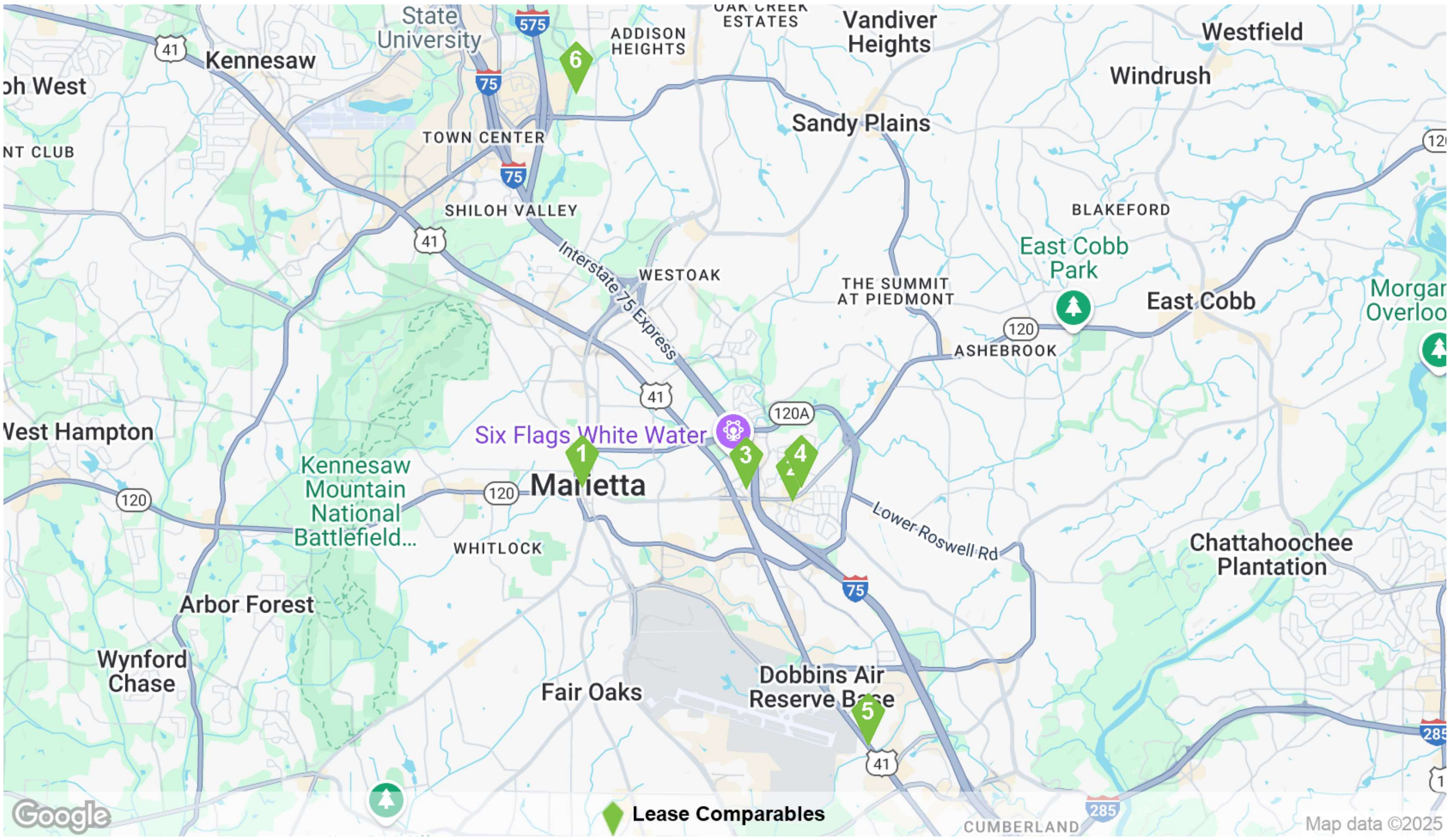
For Leasing Information Contact

Vandana Aggarwal | vandana@aggarwalre.com
www.aggarwalre.com | 470-322-5550

Lease Comps Summary

Deals	NNN Asking Rent Per SF	NNN Starting Rent Per SF	Avg. Months On Market
6	$27.55	$14.07	18

LEASE COMPARABLES



SUMMARY STATISTICS

Rent	Deals	Low	Average	Median	High
NNN Asking Rent Per SF	2	$22.00	$27.55	$27.50	$33.00
NNN Starting Rent Per SF	1	$14.07	$14.07	$14.07	$14.07
NNN Effective Rent Per SF	-	-	-	-	-
Asking Rent Discount	-	-	-	-	-
TI Allowance	-	-	-	-	-
Months Free Rent	-	-	-	-	-

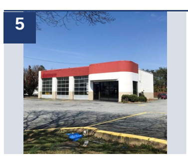
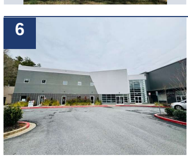
Lease Attributes	Deals	Low	Average	Median	High
Months on Market	5	2	18	8	59
Deal Size	6	4,050	5,027	4,952	6,000
Deal in Months	4	12.0	36.0	36.0	60.0
Floor Number	6	1	1	1	1

Lease Comps Summary

Lease Comps Report

			Lease				Rents	
	Property Name - Address	Rating	SF Leased	Floor	Sign Date	Type	Rent	Rent Type
1	29 W Park Sq NE	★★☆☆☆	4,800	1st	3/25/2025	New Lease	$33.00/nnn	Asking
2	East Marietta Shopping… 1458-1504 Roswell Rd	★★☆☆☆	5,500	1st	2/28/2025	New Lease	$9.27/mg	Asking
3	51 Chert Rd	★★☆☆☆	4,050	1st	11/17/2024	New Lease	$14.07/nnn	Starting
4	1547 Roswell Rd	★★☆☆☆	6,000	1st	11/15/2024	New Lease	$11.00/fs	Asking
5	1755 Cobb Pky S	★★★☆☆	4,712	1st	10/25/2024	New Lease	$22.00/nnn	Asking
6	2600 Prado Ln	★★★☆☆	5,104	1st	10/21/2024	New Lease	$14.00/mg	Starting

Lease Comparables

	Address	Tenant Landlord	SF Leased Type	StartDate Term	Starting Rent Effective Rent	Free Rent TI Allow	Escalations Expenses
1 	29 W Park Sq NE Marietta, GA 30060 *Kennesaw/NW Cobb Submarket*		4,800 New Direct	Apr 2025			
2 	**East Marietta Shopping Center** 1458-1504 Roswell Rd Marietta, GA 30062 *Town Center/Marietta Submarket*	Goldstein Property	5,500 New Direct	Mar 2025 3 Years			
3 	51 Chert Rd Marietta, GA 30062 *SE Cobb Cnty/Marietta Submarket*	Bulldog Electrical Contractors, Inc Newburger-Andes Real Estate Inv…	4,050 New Direct	Nov 2024 5 Years	$14.07/NNN		
4 	1547 Roswell Rd Marietta, GA 30062 *Town Center/Marietta Submarket*	Nunan Joseph A & Judith R	6,000 New Direct	Jan 2025 1 Year			
5 	1755 Cobb Pky S Marietta, GA 30060 *Cumberland/Galleria Submarket*	Florida Fine Cars	4,712 New Direct	Nov 2024 3 Years			
6 	2600 Prado Ln Marietta, GA 30066 *Town Center/Marietta Submarket*	Ahp Owner Llc	5,104 New Direct	Dec 2024	$14.00/MG		

Lease Comps Search Criteria

Basic Criteria

Space Use	Retail
SF Leased	4000 - 6000 SF
Lease Origin	CoStar, Shared Data, My Data, Lease Analysis
Lease Type	Direct
Deal Type	New Lease
Lease Status	Executed
Rental Rate Per SF Per Year ($/SF/Yr)	$0 to $1999.999
Rent Type	Asking Rent, Effective Rent, Starting Rent
Services	Full Service Gross, Modified Gross, Triple Net

Geography Criteria

Geography	User Defined Search

ATLANTA COMMERCIAL
REAL ESTATE BROKERS

Date: June 3, 2025

From: Joanna Lindsey, Atlanta Commercial Real Estate Brokers

To: Vandana Aggarwal, Aggarwal Real Estate

RE: Letter of Intent to lease the following premises: Hawthorne Plaza Shopping Center, 1245 Veterans Memorial Highway, Suite 30, Mableton, GA 30126

Dear Vandana:

This letter of intent ("LOI") is written in response to the mutual interest shared by the City of Mableton, Georgia ("Mableton") and Vishal Hawthorne Plaza, LLC ("Lessor") in Mableton leasing property owned by Lessor. As noted herein, this LOI proposal does not constitute a binding agreement between the parties. It only evidences the parties' desire to negotiate further with each other in good faith regarding Mableton's lease of the property, as defined herein. The basic terms of the proposal are:

1. LANDLORD: Vishal Hawthorne Plaza, LLC
Contact: Vandana Aggarwal, Aggarwal Real Estate
Address: 5675 Jimmy Carter Blvd. Suite 500 Norcross, GA 30071
Telephone: 770.416.1111
Email: Vandana@aggarwalre.com

2. TENANT: Mableton
Contact: William Tanks, City Manager
Address: 1400 Veterans Memorial Highway, Suite 134-200, Mableton, GA 30126
Telephone: 470.307.5339
Email: William.Tanks@mableton.gov

3. ADDRESS OF PREMISES: Hawthorne Plaza Shopping Center, 1245 Veterans Memorial Highway, Suite 30, Mableton, GA 30126

4. SIZE OF PREMISES: Approximately 5000 Square Feet

5. USE: Mableton may use the Property during the term of the lease for any administrative and government-related purpose permitted under the law.

6. EXCLUSIVE USE: N/A

7. COMMENCEMENT DATE: TBD based on Approvals and Build Out

8. RENT COMMENCEMENT DATE: Thirty (30) Days after Delivery Date.

9. DELIVERY DATE: Within **TBD** Days of Approval of Architectural Permits.

10. TERM: Three (3) years with a lease termination option after the initial year. Mableton may terminate this Lease Agreement at the annual renewal date by giving the Landlord a written notice of at least 90 days prior to annual renewal date. If Mableton terminates the Lease Agreement early, Mableton will compensate Landlord towards the buildout costs as follows: at the end of the first year, compensate $30,000.00 and at the end of the second year, compensate $15,000.00.

11. OPTIONS TO EXTEND: One (1), Three (3) year option to extend the original Lease terms and rates.

12. RENT: The monthly GROSS rent rate for the proposed Lease shall be Fifteen dollars and Twenty-Five cents ($15.25) per Square Foot on a GROSS basis.

13. ANNUAL BASE RENT ESCALATION: Seven (7%) percent increase per Three (3) years.

14. ADDITIONAL RENT (Operating Expenses): Additional Rent is included in the monthly GROSS rent rate. All utilities are excluded from the monthly rental rate.

15. SECURITY DEPOSIT/PREPAID RENT: Upon execution of the Lease, Mableton shall remit a security deposit in the amount of $6,350.00 and prepay the first month's rent in the amount of $6,350.00.

16. LANDLORD'S WORK: Landlord shall deliver the space per build out plans (TBD). Tenant shall provide architectural plans for Landlord approval prior to Lease Execution and Tenant is responsible to submit approval plans for permitting (as required by the City/County) within 5 days of Lease Execution. All construction and finish work shall conform to the requirements of governmental authorities and be shall consistent with the design criteria as agreed up on between Landlord and Tenant.

Landlord shall pay for the first thirty thousand dollars ($30,000.00) for the build out, after which the Tenant will be responsible for the expense of the build out.

17. MABLETON IMPROVEMENT ALLOWANCE: N/A

18. ASSIGNMENT/SUBLETTING: Landlord agrees that Mableton shall have the right, without Landlord's consent, to sublease or license a portion of the Premises to a Related Entity described in subsection (6) above, provided that such Related Entity does not use the Premises for any other use than the use permitted by this Lease. Mableton shall give Landlord written notice at least ninety (90) days prior to the effective date of the proposed transfer, along with all applicable documentation and other information necessary for Landlord to determine that the requirements of this Section 16 have been satisfied including if applicable, the qualification of such proposed transferee as an affiliate of Mableton or a Related Entity.

19. PARKING: Landlord shall provide parking free of charge for Mableton's employees and customers. Landlord shall provide 3 parking spaces for City of Mableton to use for electrical charging.

20. SIGNAGE: Mableton shall be authorized to erect any signage at the Property authorized under applicable laws and with the Landlord's approval.

21. ACCESS/PRE-OCCUPANCY ENGAGEMENT: Mableton shall have access to the premises 24 hours per day, seven days per week after Delivery Date and prior to Delivery Date with Landlord approval. Lessor acknowledges that Mableton must make certain information technology enhancements to the Property and perform minor renovations prior to occupancy. Thus, Lessor agrees to grant Mableton access to initiate these enhancements and minor renovations, at no cost to Mableton, to prepare the space for occupancy prior to the lease rent commencement date.

22. ADDITIONAL PROVISIONS: Mableton shall be responsible for the first One Thousand Five Hundred & NO/100 Dollars ($1,500.00) per unit and per occurrence during the initial Lease term for maintenance, repair and/or replacement of any component of the existing HVAC system, excluding service contract, and Landlord shall pay for costs exceeding One Thousand Five Hundred & and NO/100 Dollars ($1,500.00) per unit and per occurrence.

23. CONFIDENTIALITY: Landlord shall disclose the terms and conditions of the Letter of Intent to any other party without the mutual written consent of Landlord and Mableton, except to those parties acting in a fiduciary or advisory capacity (i.e., legal representative, financial institutions, authorized agents, etc.) who shall be entitled to the knowledge of such for the benefit of Landlord or Mableton. The provisions of this paragraph shall survive termination of this Letter of Intent. Disclosures by Mableton's shall be subject to the Georgia Open Records and Open Meetings Acts.

24. BROKERAGE AGENCY DISCLOSURE AND COMMISSIONS: Vandana Aggarwal, Aggarwal Real Estate, represents the Landlord in this transaction and shall be paid a commission by the Landlord per a separate written agreement. Joanna Lindsey, Atlanta Commercial Real Estate Brokers, represents Mableton in this transaction and shall be paid a commission by the Landlord of the first month's rent and four (4) percent of the three (3) year term distributed as follows: Fifty (50) percent at the lease execution date and fifty (50) percent at Mableton move in date.

25. LEASE: The foregoing list of terms and conditions is not exhaustive, and the Lease will contain representations, warranties, covenants, conditions, indemnities, and other terms and provisions customary in transactions of the type contemplated by this Letter of Intent. The Lease shall generally embody the terms of this Letter of Intent and be acceptable to Landlord and Mableton, Vishal Hawthorne Plaza, LLC, shall deliver to Joanna Lindsey, Atlanta Commercial Real Estate Brokers, a draft of the Lease within three (3) business days from the date of final execution of this letter.
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

26. NON-BINDING EFFECT: THIS LETTER OF INTENT IS NOT TO BE DEEMED AN OFFER, AND IS NOT BINDING UPON LANDLORD OR MABLETON. THIS LETTER OF INTENT DOES NOT CREATE ANY RIGHTS OR OBLIGATIONS WITH RESPECT TO THE PREMISES UPON EITHER PARTY, BASED ON ANY LEGAL, EQUITABLE OR OTHER THEORY, INCLUDING THE RIGHT TO CONTINUE ANY NEGOTIATIONS. Only a subsequent formal written agreement executed by Landlord and Mableton, if at all, will create any rights or obligations between Landlord and Mableton as to the subject matter of this letter. Neither Landlord nor Mableton shall be entitled to rely on this Letter of Intent or on any of the covenants, representations or agreements made with respect to the transaction described herein unless such covenants, representations or agreements are expressly incorporated in a subsequent written contract duly executed on their behalf by their respective authorized representatives. The terms and conditions of any such contract shall be subject to each party's sole and absolute discretion.

27. ATLANTA COMMERCIAL BOARD OF REALTORS, INC. ("ACBR") DISCLAIMER; WAIVER AND RELEASE OF CLAIMS. The parties hereto hereby acknowledge and agree that: (A) THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT; (B) form documents by their nature are designed to be of general application, and may not be applicable to specific facts and circumstances, may not address a given party's specific conditions or requirements and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction; (C) to avoid any possible misunderstanding or confusion as to the original form of this document and any revisions, modifications or changes to it, any and all revisions, modifications or changes to the original should be made readily apparent by highlighting, underscoring or other means to distinguish them from the original ACBR form; (D) ACBR has made the original versions of this document and other document forms available to ACBR"s members as a service, but makes no representation or warranty, express or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (E) ACBR document forms are updated by ACBR from time to time, and ACBR strongly recommends to the parties that they use the most current, updated versions of any such document forms; If you do not deliver a fully executed copy of this Letter of Intent to the presenter this proposal shall become null and void.

This LOI is non-binding and intended solely to define the basic business terms associated with a prospective lease transaction should the parties wish to proceed with further negotiations. Lessor acknowledges and agrees that any obligation of Mableton to enter into any actual lease agreement is subject to future approval by the Mableton City Council.

If these general terms and conditions meet with your understanding, please acknowledge such below.

Sincerely,

Signature:

Joanna Lindsey, Commercial Tenant Representative
Salesperson License #: 354435
Firm: Atlanta Commercial Real Estate Brokers
Phone: 770-240-2004 Direct: 770-820-8414
Email: joannalindsey@atlcommercial.net

READ, ACKNOWLEDGED AND AGREED TO BY:

LANDLORD: Vishal Hawthorne Plaza, LLC
Contact: Vandana Aggarwal, Aggarwal Real Estate
Address: 5675 Jimmy Carter Blvd. Suite 500 Norcross, GA 30071
Telephone: 770.416.1111
Email: Vandana@aggarwalre.com

Signature: Date:

TENANT: City of Mableton
Contact: William Tanks, City Manager
Address: 1400 Veterans Memorial Highway, Suite 134-200, Mableton, GA 30126
Telephone: 470.307.5339
Email: William.Tanks@mableton.gov

Signature: Date:

Exhibit A
Site Plan (not to scale, for illustrative purposes only)


Occupied
Vacant
Veterans Memorial Highway | Bankhead Highway
Old Powder Springs Road
O'Reilly AUTO PARTS
FARMERS home FURNITURE
FAMILY DOLLAR
Unit 18
Unit 22
Unit 24-30
Unit 50
Unit 49
Unit 48
Unit 47
Unit 46
Unit 45
Talpa SUPERMERCADO
Unit 39
Unit 36
Unit 35
Unit 33
Unit 31
Unit 32-B
Suite 30
Old Powder Springs Road


Times Of Refreshing
Christian Center
Thrift
1245 Veterans
Memorial Hwy SW...
City
Cricket Wireless
Authorized Retailer
Cell phone store
Suite 30 +
Courtyard
3 Parking
Spaces

Suite 30 – 5000SF

SHOPPING CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, made, entered into and effective on **June ___, 2025** (the "Effective Date") by and between:

LESSOR: **Vishal Hawthorne Plaza, LLC.,** whose address is **5675 Jimmy Carter Blvd, Suite 500, Norcross, GA 30071** (hereinafter referred to as the "Lessor"); and

LESSEE: **City of Mableton** with an address at **1245 Veterans Memorial Highway SW Suite 30, Mableton, GA 30126** (hereinafter referred to as the "Lessee") (both parties collectively referred to herein as "Parties" and/or "Party")

WITNESSETH:

IN CONSIDERATION of the payment of rents and other charges provided for herein and the covenants and conditions hereinafter set forth, Lessor and Lessee hereby covenant and agree as follows:

ARTICLE I. DEMISED PREMISES

1.01 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises.

A space consisting of approximately **5,000** square feet (the "Demised Premises"), which constitutes a part of **Hawthorne Plaza** which is situated at **1245 Veterans Memorial Highway SW Suite 30**, in the City of Mableton, County of Cobb, State of Georgia, consisting of approximately **112,643** square feet of retail space (the "Shopping Center").

1.02 The Demised Premises shall not be deemed to include either the land lying thereunder or the exterior walls or roof of the building in which the Demised premises are located.

1.03 The Demised Premises are demised and let subject to the following:

(a) the existing and subsequent state of title to the Demised Premises, the Shopping Center and the real property upon which the same are situated;

(b) all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof;

(c) any state of facts an accurate survey might show; and

(d) Lessee's representation to Lessor that Lessee has examined the physical condition of the Demised Premises and has found the same to be satisfactory for all purposes hereof and Lessee accepts the Demised Premises in their present condition, "as is" (except as otherwise provided in this Lease) (See Exhibit B). Lessor has not made, does not make, and is unwilling to make, any representations or warranties with respect to the condition of the Demised Premises or their fitness or suitability for any particular use and Lessor shall not be liable for any latent defect therein; and

(e) Lessee's agreement that if in connection with the financing of any property of which the Demised Premises forms a part or of the interest of a lessee under any superior lease, or if in connection with the entering into of a superior lease, any lending institution or lessor should request reasonable modifications of this Lease which do not increase Lessee's monetary obligations, materially increase Lessee's other obligations, or adversely affect the rights or obligations of Lessee under this Lease, Lessee shall make such modifications. Lessor shall have the right to cancel this lease if Lessee fails to approve and execute such modification(s) within fifteen (15) days after Lessor's request therefor.

ARTICLE II. TERM OF LEASE

2.01 This Lease shall become effective ("Effective Date") on the date in which it has been signed by Lessee's Mayor and Lessor, following approval of the Lease by Lessee's City Council. Lessee acknowledges that it shall be bound by all terms and conditions of this Lease commencing on the Effective Date of this Lease, except for the obligation to pay Base Rent and all additional charges under this Lease, which shall commence on the Commencement Date.

2.02 Term. The initial term of this Lease shall commence thirty (30) days following Delivery of Possession on or before ______TBD___________ by Lessor to Lessee of the Demised Premises (hereafter referred to as "Commencement Date"), and shall terminate twelve (12) months after the Commencement Date. If Lessee is not in default of the Lease Agreement, this Lease shall automatically renew at the end of the initial term for three (3) consecutive one (1) year renewal terms, unless Lessee provides at least one hundred twenty (120) days written notice to Lessor prior to the expiration of the then current term that the Lease will not renew. The Base Rent will increase by seven percent (7%) each renewal term.

ARTICLE III. RENT

Starting on the Commencement Date and throughout the Leases term thereafter, Lessee shall pay to Lessor as Base Rent for the Demised Premises, in advance on the first day of each month at the office of Lessor or its agents, **Vishal Hawthorne Plaza, LLC., 5675 Jimmy Carter Blvd, Suite 500, Norcross, GA 30071** or such other place as Lessor may designate in writing, the total monthly sum of Six Thousand Three Hundred Fifty-Four Dollars and Seventeen Cent **($6,354.17)** (sum referred to herein as the "Base Rent"). The Base Rent includes Common Area Maintenance ('Operating Costs'), Property Tax, and Property Insurance.

3.01 If Lessee elects not to renew this Lease beyond the initial term, Lessee will compensate Lessor Thirty Thousand Dollars ($30,000), for Landlord's Work, prior to the Lease's termination date. If Lessee elects not to renew this Lease beyond the first renewal term, Lessee will compensate Lessor Fifteen Thousand Dollars ($15,000) for Landlord's Work, prior to the Lease's termination date. Lessee shall not be required to pay any cost towards Landlord's Work should the Lease stay in effect through at the least the first renewal term.

3.02 If the Commencement Date shall be other than the first day of a month, then the Base Rent shall be measured from the first day of the month succeeding the Commencement Date and Lessee shall pay all Base Rent, and additional rent as hereinafter defined, for the fractional month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the next succeeding month; and thereafter the Base Rent plus additional rents shall be paid in monthly installments on the first day of each and every month in advance.

3.03 Landlord's Work. For purposes of this Lease, "Landlord's Work" means, collectively the alterations and improvements to the Demised Premises to be constructed and installed by Landlord in accordance with the terms and conditions of this Lease, as more particularly described in Exhibits C, C1 & C2 attached to and hereby made a part of this Lease. Lessor shall complete the "Landlord's Work" described in Exhibits C, C1 & C2 and deliver the Demised Premises to Lessee. All of Lessor's Work will be performed in good and workmanlike manner and will comply with all applicable building codes. Lessor shall use commercially reasonable effort to "Substantially Complete" the Landlord's Work no later than 120 days from the day Architect delivers 3 copies of the permitted of Architectural Plans to Lessor. Any changes to the Architectural Plans will extend the completion date.

3.04 Percentage Rent. Intentionally omitted.

ARTICLE IV. INTENTIONALLY OMITTED.

ARTICLE V. USE OF PREMISES

5.01 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating Organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, Lessee shall operate its business under the name **"City of Mableton."** Lessee **may use the Demised Premises during the term of the Lease for any administrative and government-related purpose permitted under the law,** and for no other purpose without Lessor's prior written consent.

5.02 Lessee shall not abandon or leave, vacant the Demised Premises, and shall not permit the license or occupancy of the Demised Premises by any party other than Lessee, its agents, employees and invitees, and shall:

(a) Conduct no auctions, fire, going-out-of-business or bankruptcy sales or similar practice.

(b) display no merchandise outside the Demised Premises nor in any way obstruct the adjacent sidewalks; and store all trash and refuse in appropriate containers within the Demised Premises and attend to the daily disposal thereof in the manner designated by Lessor.

(c) Lessee shall not burn any trash or rubbish in or about the Demised Premises or anywhere else within the confines of the Shopping Center. Lessee shall not operate a garbage grinder without Lessor's prior

consent. If Lessor elects to provide refuse compactor service on the Shopping Center property, Lessee shall use said service exclusively for disposal of all wastes. If compactor service is not provided, Lessee shall use a refuse disposal service approved by Lessor.

(d) Load or unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through designated service areas which do not interfere with the operations of other tenants in the Shopping Center.

(e) Take no action which would violate Lessor's union contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Lessor or any tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon the Shopping Center, nor cause any impairment or reduction of the good will of the Shopping Center.

(f) Keep the display windows in the Demised Premises, including but not limited to all windows, doors and glass, in a neat, orderly and clean condition.

(g) Store in the Demised Promises only such merchandise as Lessee shall thereafter place on retail sale at the Demised Premises and use for office or other non-selling purposes only such space in the Demised Premises as is absolutely required for the conduct of Lessee's business therein.

(h) Obey and observe (and compel its officers, employees, contractors, licensees, invitees, sustenance, concessionaires and all others doing business with it to obey and observe) all reasonable rules and regulations established by Lessor from time to time for the conduct of Lessee and/or for the welfare of the Shopping Center.

(i) Operate its business in the Demised Premises with new, functional, efficient and first-class equipment and trade fixtures in good condition, and to fully cooperate with Lessor in promoting the use of such trade names and slogans Lessor may adopt for the Shopping Center and in connection therewith pay any reasonable assessments for such promotion.

(j) Participate in any window cleaning program that may be established by Lessor for all or a majority of the other retail stores and businesses in the Shopping Center or in the building in which the Demised Premises are located and not permit window cleaning or other exterior maintenance for the Demised Premises to be performed by any individual not approved by Lessor

(k) Pay promptly and when due: all taxes, licensees fees, assessment and other charges lawfully levied or imposed upon the business of Lessee or upon any fixtures, furnishings or equipment in the Demised Premises.

(l) Not use the plumbing facilities for any purpose injurious to same or dispose of any garbage or any other foreign substance therein, nor place a load on any floor in the Demised Premises exceeding the floor load per square foot which such floor was designed to carry, nor install, operate and/or maintain in the Demised Premises any heavy equipment except in a location approved by Lessor, nor install, operate and/or maintain in the Demised Premises any electrical system therein, or any part thereof, beyond its capacity for proper and safe operation as determined by Lessor or which does not bear Underwriters approval.

(m) Not operate on the Demised Premises any vending machine or similar device, for the sale of any merchandise, including but not limited to lockers, toilets, scales, amusement devices, or devices for the sale of beverages, candies, cigarettes, foods or other commodities, or any coin operated or other type of video game or arcade-style amusement games, including pinball, electronic games or any similar related items. Lessee may however operate vending machine or similar devices on the Demised Premises for the sale of snacks, beverages and similar goods to Lessee' agents and employees.

(n) Keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

(o) Not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

5.03 Lessee agrees, at its own cost and expense, to keep and maintain in good order, condition and repair any loading platform, truck dock and/or truck maneuvering space which is used exclusively by Lessee or to which

Lessee has the right of exclusive use, and for the purposes hereof, the same shall not be considered part of the parking area.

5.04 Lessee agrees that Lessor shall have the right to prohibit the continued use by Lessee of any unethical or unfair method of business operation, advertising or interior display if, in Lessor's opinion, the continued use thereof would impair the reputation of the Shopping Center as a desirable place to shop or is otherwise out of harmony with the general character thereof, and upon notice from Lessor shall forthwith refrain from or discontinue such activities.

5.05 With the exception of business closures for Acts of God, pandemics, natural disasters, state, federal and local emergencies and other exigent circumstances, Lessee shall keep the Demised premises open during normal government hours for government purposes within thirty (30) days after the Commencement Date through the remaining term of the Lease. This will range from routine government operations from 7am to 6pm on regular business days, and from 7am to up top 12am on dates in which the City may conduct formal business meetings at the Demised Premises. Lessee shall remain responsible to pay rent during any closure periods.

ARTICLE VI. INSTALLATIONS AND ALTERATIONS

6.01 Lessee shall, at Lessee's sole cost and expense, at all times during the Term and any extensions or renewals thereof, keep the Demised Premises equipped with all trade fixtures, equipments, furnishings, furniture, fixtures, floor coverings, carpeting and exterior signs and all other equipment and personal property necessary for the operation of the Lessee's business in the Demised Premises. All fixtures installed by Lessee shall be new or in good condition. Prior to commencing any construction work, alterations, remodeling or the installation of any equipment other than the trade fixtures in the Demised Premises, Lessee shall submit to Lessor plans and specifications of any such construction work, said plans to be prepared and submitted by a licensed architect. Except as otherwise provided in the Rider to Lease, Lessee hereby accepts the Demised Premises in their present condition, "as is," without warranty or representation: either express or implied, as the condition of the Demised Premises.

6.02 Lessee shall not make or permit to be made any alterations, improvements, and/or additions of any kind or nature to the Demised Premises or any part thereof except with the prior written consent of Lessor. All alterations, improvements and additions to the Demised Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the term or the earlier termination of this Lease; provided, however, if prior to the termination of this Lease, or within fifteen (15) days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Demised Premises by Lessee and which are designated in said notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may effect said removals and repairs at Lessee's expense. In the event of making such alterations, improvements and/or additions as herein provided, Lessee does hereby indemnify and save harmless Lessor from all expenses, liens, claims or damages to either person or property arising out of, or resulting from the undertaking or making of such alteration, improvements and/or additions.

6.03 If, at the inception of this Lease or during the Term thereof, or any extension thereof, any law regulation, or rule requires that an alteration, addition, or other change be made to the Demised Premises, the Parties agree that Lessee will make said alterations, additions, or changes and bear all expense connected with such alterations, additions or changes.

6.04 If Lessor shall hereafter determine during the Term to erect additional structures, add stories to existing buildings, enclose open courts and malls in the Shopping Center (or any portions thereof as may be designated by Lessor) as said Shopping Center may be enlarged or ; reduced at the sole option of Lessor by addition(s) to the Shopping Center of land and/or buildings or by the diminution thereof, Lessee hereby consents thereto and to the performance of work necessary to effect the same and to any inconvenience caused thereby. Lessee agrees to pay its proportionate share of the increased Common Area charges and taxes (as defined in this Lease) which result therefrom.

ARTICLE VII. MAINTENANCE OF DEMISED PREMISES

7.01 Subject to the provisions of Article 12 .3 thereof, Lessor shall maintain and keep in good repair the roof over the Demised Premises and the structural portions of the exterior walls (excluding store fronts) and foundations of the Demised Premises; however, (i) Lessee shall be responsible for giving Lessor notice of the necessity for such maintenance and repairs; (ii) Lessee cannot hold Lessor liable for not making repairs unless prior notice explaining the necessity of such repairs is received by Lessor; and (iii) Lessee shall be financially responsible for damages

to the roof or exterior walls or foundations caused by any act or omission of Lessee, its employees, agents, invitees, subtenants, assignees or contractors. Any repairs to the roof or exterior walls or foundations reasonably required as a result of Lessee's wrongful acts or omissions shall be made by Lessor at Lessee's sole cost and expense. In no event shall Lessor be liable for damages, or for lost business or profits, or for injuries to person or property (including any stock or inventory of Lessee) arising from Lessor's failure to make such repairs that Lessor is not provided proper noticed of as required under this Lease, nor shall Lessor be liable for damages, or for lost business or profits, or for injuries to person or property (including any stock or inventory of Lessee) arising from defective workmanship of Lessee or materials used by Lessee in making any such repairs. Except as specifically provided herein, Lessor shall not be responsible for any maintenance, repairs or improvements of any kind, in, or upon the Demised Premises. Lessor's responsibility for effecting repairs as stated in this Article in no way precludes Lessee's reimbursement obligations defined in Article XII.

7.02 Lessee shall keep and maintain in good order, condition and repair (which repair shall mean replace if necessary) the Demised Premises and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab including free flow up to the main sewer line located in the exterior of the Demised Premises which serves the Demised Premises; all heating and air-conditioning equipment and apparatus including mechanical equipment located in the exterior of premises which serve Demised Premises; exterior utility facilities and exterior electrical equipment serving the Demised Premises; and all plate glass, interior walls, store fronts, floors and ceilings, including paintings, adjacent sidewalks; and shall at all times comply with applicable building codes. Lessee shall contract for, in its own name and shall pay for; (a) a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment, including changing filters on a quarterly basis, and (b) a qualified service contractor to render pest control services to the Demised Premises. All such service contractors shall be subject to the prior written approval of Lessor. If Lessee refuses or neglects to commence or complete any of the obligations above set forth promptly and adequately within ten (10) days after notice from Lessor, Lessor may, but shall not be required to, make or complete said maintenance or repairs and Lessee shall pay the cost thereof to Lessor upon demand, said cost to be considered as additional rent hereunder.

7.03 Lessor or its representatives shall have the right to enter the Demised Premises for emergency purposes at all times during the Term.

ARTICLE VIII. INSURANCE AND INDEMNITY

8.01 Lessor shall maintain and keep in full force fire, all risk at replacement value and, at the option of Lessor, rental insurance and other insurance on the buildings which comprise the Shopping Center of which the Demised Premises are a part, in such amounts as may be determined by Lessor, at its sole discretion. Said rental insurance shall be defined to be that type of insurance commonly issued to cover the payment of rental payments which for any reason, have not been made by Lessee.

8.02 Lessee shall provide and keep in force during the Term hereof, in the name of Lessor and Lessee, as their respective interests may appear, plate glass insurance on all glass in the Demised Premises and general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Demised Premises including all damages from signs, glass, awnings, fixtures and other appurtenances situated on, in or used in connection within the Demised Premises. Coverage is to be written on a Commercial General Liability policy with a combined single limit for Bodily Injury, Personal Injury and Property Damage on an occurrence form. The policy limits must be in an amount not less than $1,000,000 each occurrence; $1,000,000 personal injury; $1,000,000 general aggregate; $1,000,000 products/completed operations aggregate; and $5,000 medical payments. The coverage shall not be subject to a deductible. The limit may be provided through a combination of primary and umbrella/excess liability policies. All such insurance required to be maintained by Lessee shall name Lessor and any other entity designated by Lessor as added insured and shall be with an insurance company satisfactory to Lessor. Lessee shall provide Lessor with copies or certificates of all policies required herein, including an endorsement providing that such insurance shall not be canceled or modified except after thirty (30) days' notice in writing to Lessor. During any periods of which Lessee shall fail to furnish such policies as hereinabove provided, Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by Lessee to Lessor on demand.

8.03 The Parties do hereby waive requests for compensation which they may have or acquire against each other by way of subrogation or otherwise, for any loss or damage covered by the insurance policies to be maintained by Lessee and/or Lessor under this Article VIII or under any other insurance policies which may be maintained by Lessee and/or Lessor, including, specifically, any business interruption insurance maintained by Lessee and/or Lessor, regardless of whether such loss or damage is caused by the negligence of Lessor, its agents, employees or invitees, or otherwise. The Parties further agree to cause any insurance policies maintained with respect to the Demised Premises to contain a waiver of subrogation or endorsement under which the insurance company waives

its right of subrogation against Lessor and/or Lessee in case of any damage, destruction, loss or injury caused by the opposite Party, its agents, employees or invitees.

8.04 As a material part of the consideration for this Lease, Lessee hereby assumes all risks and waives all claims against Lessor for any damage to any property or any injury to or death of any person in or about the Demised Premises or the Shopping Center arising at any time and from any cause whatsoever, other than solely by reason of the negligence or willful act of Lessor, or its agents, employees or contractors. Lessee also agrees to indemnify, defend and hold Lessor harmless from and against any and all claims or liability for any injury or damage to any person or property whatsoever: (a) occurring in, on or about the Demised Premises or any part thereof, and (b) occurring in, or about any facilities (including, without limitation to the generality of the term "facilities", stairways, passageways, hallways, sidewalks and parking areas) the use of which Lessee may have in conjunction with other lessees of the Shopping Center, when such injury or damage shall be caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same, by Lessee, its agents, servants, employees or invitees. Lessee further agrees to indemnify, defend and hold Lessor and Lessor's mortgagee harmless from and against any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of any work or thing whatsoever done by Lessee in or about, or from transactions of Lessee concerning, the Demised Premises, and will further indemnify, defend and hold Lessor harmless from and against any and all claims arising from any breach or default by Lessee in the performance of any covenant or agreement by Lessee to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim, action or proceeding brought thereon. Furthermore, in case any action or proceeding shall be brought against Lessor by reason of any such claims or liability, Lessee shall defend such action or proceeding at Lessee's sole expense by counsel satisfactory to Lessor. The provisions of this Paragraph 8.4 shall survive the expiration or earlier termination of this Lease with respect to any claims or liability occurring prior to such expiration or earlier termination.

ARTICLE IX. RIGHT OF REDEMPTION

9.01 Lessee waives any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the Term, or upon the entry of final unappealable judgment for recovery of possession through any action or proceeding.

ARTICLE X. UNAVOIDABLE DELAYS

10.01 The provisions of this Article X shall be applicable if there shall occur, during or prior to the Term, any : (a) striker(s), lockout(s), or labor dispute(s); (b) inability to obtain labor or materials or reasonable substitutes therefore; or (c) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, or fire or other casualty, acts or failure to act by Lessee or other conditions similar to those enumerated in the foregoing items (a), (b) and (c) beyond the reasonable control of Lessor. If either Party shall as the result of any such event, fail punctually to perform any lease obligation, then such obligation(s) shall be punctually performed as soon as practicable after such event shall abate. If either Party shall as a result of any such event be unable to exercise any right or option within any time limit provided therefore in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event.

ARTICLE XI. CONSENTS

With respect to any provision of this Lease which provides, in effect, that Lessor shall not unreasonably withhold or unreasonably delay any consent or any approval, Lessee, in no event, shall be entitled to make, any claim for, and Lessee hereby waives any claim for money damages; nor shall claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Lessee that Lessor has unreasonably withheld or unreasonably delayed any consent or approval; but Lessee's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performances, injunction or declaratory judgment. Lessor agrees to use its best efforts to notify Lessee within thirty (30) days after receipt by Lessor of such request by Lessee.

ARTICLE XII. COMMON AREAS

12.01 During the Term of this Lease Lessor grants to Lessee the nonexclusive right to use, in common with all others so entitled, the "Common Areas" of the Shopping Center. As used herein, the term "Common Areas" shall mean and include all areas, facilities, improvements and services provided from time to time for general, common, joint, but non-exclusive, use by Lessor and the tenants of the Shopping Center, their respective agents, employees, invitees and customers. Except as may be otherwise designated by Lessor for the exclusive use of any tenant, "Common Areas" shall include, without limitation, all parking spaces and areas, pedestrian sidewalks, driveways, curbing, retaining walls, truckways, access roads, ramps, loading docks, delivery areas, all service corridors whether located on the grounds, in the Building or on the roof, signs, audio equipment/wiring and music program services, landscaped and vacant areas, as well as lighting facilities, storm/sanitary sewer systems and all utilities serving “Common Areas”, whether located within or outside of the Shopping Center.

The Common Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of parking areas and other Common Areas; (b) enter into, modify, and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; (c) close any or all portions of the Common Areas to such extent and for such time as may, at the sole discretion of Lessor, be legally necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (d) close temporarily, if necessary, any part of the Common Areas; (e) make changes, additions, deletions, alterations or improvements in and to such Common Areas, provided that there shall be no unreasonable obstruction of Lessee’s right of ingress to or egress from the Demised Premises except as provided in subparagraph (c) above; and (f) adopt reasonable rules and regulations by which Lessee shall abide relating to the use of the Common Areas.

12.02 Lessor shall maintain the Common Areas in good repair and reasonably clear of debris.

12.03 Lessee shall cause its employees to park only in the outer areas of the parking lot situated on the Shopping Center property or such places as provided from time to time and designated by Lessor for employee parking. Within ten (10) days after a request by Lessor, Lessee shall deliver to Lessor, upon Lessor’s request, a list of Lessee’s and its employees’ automobiles which such list shall set forth the description of and the license numbers assigned to such automobiles and their state of issue. Thereafter, Lessee shall advise Lessor of any changes, additions or deletions to such list. If any automobile appearing on said list is parked in an area of the Shopping Center property, other than the area designated by Lessor at any time after Lessor has given notice to Lessee or Lessee’s store manager of this provision, then Lessee shall pay to Lessor the sum of Fifty Dollars ($50) per day for each such automobile for each day (or part thereof) it is parked in violation of this provision. Lessee shall pay such sum to Lessor within ten (10) days after receipt of notice from Lessor. The payment of such sums shall constitute additional rent hereunder.

ARTICLE XIII. MECHANIC’S LIEN OR CLAIMS

13.01 Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or material man which might be or become a lien, notice or intention of a lien, encumbrance or charge upon the Demised Premises or the Shopping Center or the income there from; and Lessee shall not suffer any other matter or thing whereby the estate, right and interest of Lessor in the Demised Premises or in the Shopping Center might be impaired. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee’s contractor to work in the Demised Promises or in the Shopping Center, Lessee shall, within ten (10) days after notice of the filing thereof, take action to cause for the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to take such action to cause such lien or notice of lien to be discharged, then Lessor, in addition to any ether rights or remedies may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings; and in any such event, Lessor shall be entitled, if Lessor so elects, to defend any prosecution of an action for foreclosure of such lien by the lienor or to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount paid by Lessor and all costs and expenses, including attorney fees, incurred by Lessor in connection therewith together with interest thereon at the maximum legal rate from the respective dates of Lessor’s making of the payment or incurring of the cost and expense shall be paid by Lessee to Lessor on demand. All such sums shall be considered additional rent hereunder. Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or material man for the performance of any labor or the furnishing of materials for any specific or general improvement, alteration, or repair of or to the Demised Premises or to any buildings or improvements, or to any part thereof

ARTICLE XIV. DESTRUCTION AND RESTORATION

14.01 If the Demised Premises or the building of which the Demised Premises constitutes a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed twenty-five percent (25%) of the then replacement value thereof, then Lessor may, at its option, within sixty (60) days after the occurrence of such casualty, terminate this Lease upon written notice to Lessee

14.02 If the Demised Premises or the building of which the Demised Premises constitutes a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than twenty-five percent (25%) of the then replacement value thereof, or if Lessor does not elect to terminate this Lease as provided in Paragraph 14.1 above, then Lessor shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, Lessor's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Lessee's fixtures, improvements or other alterations made by Lessee in or upon the Demised Premises; provided, further, however, if such damage or destruction occurs during the last three (3) years of the Term , Lessor shall have the option, to be exercised by notice to Lessee within ninety (90) days after the occurrence of any casualty, to either rebuild or terminate this Lease. Notwithstanding anything provided herein to the contrary, Lessor's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Lessor (less any costs incurred by Lessor in collecting the same) as a result of any such casualty. If the fire insurance proceeds received by Lessor (less any costs incurred by Lessor in collecting the same) are insufficient to rebuild the Demised Premises, then Lessor shall have the option to terminate this Lease upon notice to Lessee within ninety (90) days after Lessor's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

14.03 If this Lease is terminated in the manner set forth above, all rentals, including additional rent, shall be apportioned to the time of such casualty. If this Lease is not terminated and Lessor elects to restore or repair the Demised Premises, then all rental payable by Lessee as provided in Paragraph 14.2 above shall be equitably abated based on the square footage in the Demised Premises which are usable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any additional rent payable hereunder including but not limited to additional rent as may be provided in Article IV (with respect to Real Estate Taxes), Article VIII (with respect to Insurance), Article XII (with respect to Common Area Maintenance Expenses) or Article XXIII (with respect to Merchant's Association Dues).

ARTICLE XV. EMINENT DOMAIN

15.01 If during the Term of this Lease the Demised Premises, or any part thereof, or more than ten percent (10%) of the Shopping Center or of the Common Areas are taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Lease and the Term hereby granted shall be terminable at Lessor's sole option and if Lessor so terminates then this Lease shall expire on the date when possession shall be taken by the condemner and the rent herein reserved shall be apportioned and paid in full to that date and all prepaid rent shall forthwith be repaid by the Lessor to the Lessee. If Lessor does not elect to cancel or terminate this Lease as provided above, then Lessor shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Lease shall continue in full force and effect except that, during such restoration, the rent payable pursuant to Article III hereof shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any additional rent as provided in Article IV (with respect to real estate taxes), Article VIII (with respect to insurance), Article XII (with respect to Common Area Maintenance Expense) or Article XXIII (with respect to merchant association dues); provided further, however, Lessor's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, if the net condemnation award received by Lessor is insufficient to restore or rebuild the structural portions of the Demised Premises, Lessor shall have the option, within ninety (90) days after Lessor's receipt of the net condemnation, to cancel and terminate this Lease, and Lessee shall be limited to consequential damages only.

15.02 All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of Lessor.

ARTICLE XVI. PROPERTY IN DEMISED PREMISES

16.01 All leasehold improvements (other than Lessee's trade fixtures), such as signs, light fixtures and heating and air conditioning equipment, shall when installed attach to the freehold and become and remain the property of Lessor. All store fixtures or trade fixtures and drapes shall remain the property of Lessee. Lessee shall be allowed to remove all such trade fixtures upon termination of this Lease.

16.02 All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee. Lessor shall not be liable for any damage to said property or loss of business suffered by Lessee which may be caused by water from any source whatsoever including the bursting, overflowing or leaking of sewer or steam pipes, or from the heating or plumbing fixtures or from electric wires or from gas or odor unless caused by the negligence of Lessor.

16.03 Lessee shall pay before delinquency all taxes assessed against Lessee's fixtures, furnishings, leasehold improvements, equipment and stock-in-trade placed in or on the Demised Premises. Any such taxes paid by Lessor shall become due and payable by Lessee within ten (10) days after written notice from Lessor. Such amounts if not so paid shall constitute additional rent hereunder.

ARTICLE XVII. ACCESS TO DEMISED PREMISES

17.01 Lessee shall permit Lessor or Lessor's agents to inspect or examine the Demised Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Demised Premises or to the building of which the Demised Premises is a part that Lessor may deem desirable or necessary or which Lessee has covenanted herein to do and has failed so to do, and Lessor shall have the right to store in the Demised Premises any materials or equipment reasonably necessary for such repairs, alterations, improvements or additions without the same being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while such repairs, alteration, improvements or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

ARTICLE XVIII. SURRENDER OF DEMISED PREMISES

18.01 Lessee shall deliver and surrender to Lessor possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the Term of this Lease, ordinary wear and tear and damage by fire or other insured casualty excepted.

18.02 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed upon the expiration or termination of this Lease and shall repair all the damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they existed immediately prior to the installation of the articles so removed. Lessee's property left in the Demised Premises after Lease termination may be stored by Landlord at Tenant's reasonable expense. Lessee's obligation to observe or perform this covenant shall survive the expiration or earlier termination of this Lease.

ARTICLE XIX. UTILITIES

19.01 Lessee shall contract for, in its own name, and shall pay before delinquency, all utility services rendered or furnished to the Demised Premises, including heat, water, gas, electricity, fire protection, sewer rental, sewage treatment facilities and the like, together with all taxes levied or other charges on such utilities. If Lessor shall supply any such services, or if any such services are required to be paid for by Lessor under a master meter, Lessee shall purchase all such utilities from Lessor at Lessor's own rate, which rate shall be reasonable in relation to industry standards. Any such payments for service supplied by Lessor shall be due and payable within ten (10) days after billing, therefore is rendered to Lessee. In no event shall Lessor be liable for the quality, failure or interruption of such services to the Demised Premises. Lessee does hereby indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred or paid by Lessor as a result of Lessee's failure to pay when due all utilities serving the Demised Premises.

ARTICLE XX. ASSIGNMENT

20.01 Lessee shall not, by operation of law or otherwise assign or transfer this Lease or sublet all or any part of the Demised Premises without the prior written consent of Lessor. It is understood that Lessor may refuse to grant consent to any assignment or subletting by Lessee with or without cause and without stating, in its refusal to grant such consent, the reasons for which it refuses to grant such consent and may not, under any circumstances, be required or compelled to grant such consent. In the event of any approved assignment or subletting: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; (b) the assignee or sublessee shall not let or underlet the whole or any part of the Demised Premises or assign this Lease or his said sublease without Lessor's prior written consent; and (c) Lessee shall pay a fee of $500.00 to Lessor to cover Lessor's time and expenses necessary to complete any such assignment. If Lessee is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law, of any partner or partners owning 51% or more of the partnership, or the dissolution of the partnership, shall be deemed an assignment. If Lessee is a corporation, any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee or the sale of 51%, or more of the value of the assets of Lessee, shall be deemed an assignment. Should any change of ownership, whether by sale, assignment, bequest, inheritance, operation of law or otherwise take place without the prior written consent of Lessor, then Lessor shall have the option to terminate this Lease upon thirty (30) days notice to Lessee.

ARTICLE XXI. DEFAULT BY LESSEE

21.01 Upon the happening of any one or more of the events below in (a) through (h), inclusive, Lessor shall have any and all rights and remedies hereinafter set forth in this Article XXI:

(a) If Lessee should fail to pay any one or more of said monthly installments of Base Rent, or any other sums required to be paid hereunder, whether additional rent or otherwise as and then the same becomes due;

(b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against Lessee and such petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;

(c) If an assignment for the benefit of creditors is made by Lessee;

(d) If any court appoints a receiver or other court officer of Lessee's property and such receivership is not dismissed within thirty (30) days from such appointments;

(e) If Lessee removes, attempts to remove, or permits to be removed from the Demised Premises, except in the usual course of trade, the goods, furniture, effects or other property of Lessee therein;

(f) If Lessee, before the expiration of the Term, and without the prior written consent of Lessor, vacates the Demised Premises or abandons possession thereof, or uses the Demised Premises for purposes other than the purposes of which the same are hereby leased, or ceases to use the Demised Premises for the purposes herein required;

(g) If an execution or other legal process is levied upon the goods, furniture, effect or other property of Lessee brought on the Demised Premises, or upon the interest of Lessee in this Lease, and the same is not satisfied or dismissed within five (5) days from such levy;

(h) If Lessee violates any other terms, conditions and covenants on the part of Lessee herein contained, and fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof is given by Lessor to Lessee.

21.02 Upon any alleged default or breach as specified in Paragraph 21.1 above, Lessor shall provide written notice to Lessee of any such alleged default or breach. Upon receipt of such written notice, Lessee shall have thirty (30) days thereafter to cure any such default or breach without termination of the Lease. Upon Lessee's failure to cure any such default or breach following such thirty days notice, Lessor shall have the right, at the option of Lessor, to terminate this Lease, and upon at least (15) days prior written notice to Lessee of such termination, to thereupon re-enter and take possession of the Demised Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, following its termination this Lease, to re-enter and re-let the Demised Premises, or any part thereof, with or without legal process. In the event of such default and termination, Lessee shall pay Lessor any deficiency monthly notwithstanding Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Lessor may bring an action therefore as such monthly deficiency shall arise, or (ii) the entire unpaid rent and other charges reserved in this Lease for the remaining Term shall be immediately due and payable by Lessee. Nothing herein, however, shall be construed to require Lessor to pay Lessee any surplus of any sums received by Lessor on a re-letting of the Demised Premises in excess of the rent provided in this Lease.

21.03 Upon termination or an uncured Lessee's breach of this Lease as set forth herein, the Base Rent provided for in this Lease for the balance of the original Term or any renewal or extension thereof, or any additional rents or indebtedness due Lessor, shall become immediately due and payable at the option of Lessor, and without regard to whether or not possession of the Demised Premises shall have been surrendered to or accepted by Lessor.

21.04 In the event of any such uncured default or uncured breach as specified in paragraph 21.1 above, the Lessor shall have the right, at its option, to declare the rents for the entire remaining term including a 10% surcharge for legal fees and costs of collection, and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Lessor, and may commence action immediately thereupon and recover judgment therefore.

21.05 The Lessee's failure to vacate the premises as required by law, Lessor shall have the right to relocate all or any part of Lessee's property from the Demised Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee at the Lessee's sole expense and

reimbursement to Lessor prior to relocation of property. If payment is not paid for such storage, Lessor shall have the option to dispose of such contents.

21.06 Any and all rights, remedies, and options given in this Lease to either party shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

21.07 The waiver by either party of any breach of any term, condition, or covenant herein contained in a singular instance shall not be deemed to be a waiver of such term, condition, or covenant herein contained for the duration of this Lease. The consent or approval by either party to or of any act by the opposite party requiring consent or approval in a single instance shall not be deemed to waive or render unnecessary either party's consent or approval to or of any subsequent or similar act by Lessee. No re-entry hereunder shall bar the recovery of rents or damages for the breach of any terms, conditions or covenants on the part of Lessee herein contained. Lessor's receipt of rent after breach or a condition broken, or delay by either party to enforce any right hereunder, shall not be deemed a waiver or forfeiture, or a waiver of the rights of either party. Lessor to annul this Lease or to re-enter the Demised Premises or to re-let same.

ARTICLE XXII. ESTOPPEL CERTIFICATE, ATTAINMENT AND SUBORDINATION

22.01 Within ten (10) days after request by Lessor, Lessee shall deliver to Lessor a written and acknowledged statement certifying that Lessee has accepted possession of the Demised Premises, that this Lease is unmodified and in full force and effect or if there have been modifications, that the same are in full force and effect as modified and stating the modifications, such other factual matters as may be requested by Lessor, and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article XXII may be relied upon by any prospective purchaser or mortgagee of the fee of the Shopping Center or any other legal estates of which the Demised Premises form a part.

22.02 Upon request of Lessor, the holder of any mortgage on the Shopping Center or by the purchaser of the Shopping Center at any foreclosure of any mortgage encumbering the Shopping Center, Lessee shall attorn to the purchaser of the Shopping Center or upon any such foreclosure sale, recognize such purchaser as Lessor under this Lease and execute any and all documents or instruments which may by reasonably requested by the purchaser or mortgagee of the fee of the Shopping Center or any other estates of which the Demised Premises form a part.

22.03 Any purchaser at a foreclosure sale or grantee of a deed in lieu of foreclosure (collectively a "Successor Lessor") shall not be subject to any claim, defense or offset valid against any prior lessors, nor shall any Successor Lessor be liable for any act or omission of any prior lessor, nor for any prepaid rent or additional rent or any security deposit or any prepaid charge not actually received by such Successor Lessor, nor shall a Successor Lessor be bound by any amendment or modification of this Lease made without its written consent.

22.04 This Lease and Lessee's rights hereunder are and shall always be subject and subordinate to any first mortgage now or hereafter placed upon the land and buildings of the Shopping Center of which the Demised Premises form a part, and to all advances hereafter made from time to time upon the security thereof. Lessor and Lessee agree that this Lease be and hereby is made subject and subordinate at all times to all ground and underlying leases, which may now or hereinafter affect the Shopping Center, of which the Demised Premises form a part. The term "mortgages" as used herein shall be deemed to include trust indentures and deeds of trust and includes all renewals, modifications, consolidations, participations, replacements, and extensions thereof.

22.05 The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required by any such Lessor or mortgagee. If Lessor or any Lessor under any ground lease or any mortgagee desires confirmation of such subordinations, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor as the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

22.06 This Lease shall not be recorded without the prior consent of Lessor.

ARTICLE XXIII. MERCHANT'S ASSOCIATION Intentionally Omitted.

ARTICLE XXIV. HOLDING OVER

24.01 If Lessee remains in possession of the Demised Premises after the expiration of the tenancy created hereunder and without the execution of a new lease, Lessee, at the option of Lessor, shall be deemed to be occupying the Demised Premises as a Lessee at sufferance until such time as a court of competent jurisdiction awards Lessor possession of the Demised Premises at an increased monthly Base Rent equal to one and a half (1.5) times the Base Rent payable during the last month of the Term. Lessor and Lessee agree that such increased

Base Rent is not a penalty but a reasonable estimation of Lessor's damages for any holdover. In addition to the Base Rent, while occupying and/or in possession of the Demised Premises as a Lessee at sufferance, Lessee agrees to pay monthly: (a) one-twelfth (1/12) of the Real Estate Taxes payable for the Lease Year immediately prior to the Lease Year in which the expiration occurs; (b) the monthly Shopping Center Common Area Maintenance Expenses payable for such month; and (c) the cost of insurance for which Lessee would have been responsible if this Lease had been renewed on the same terms contained herein. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease.

ARTICLE XXV. QUIET ENJOYMENT

25.01 Lessor agrees that if Lessee pays the Base Rent and other charges herein provided and performs all of the covenants and agreements herein stipulated to be performed by Lessee, Lessee shall, at all times during the Term, have peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor, except as to such portion of the Demised Premises of the Shopping Center as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises or the Shopping Center.

ARTICLE XXVI. REIMBURSEMENT

26.01 All terms, covenants and conditions herein contained, to be performed by Lessee, shall be performed at Lessee's sole cost and expense; provided, however, if Lessor shall pay any sums of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of Lessee to perform such term, covenant or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor with the next succeeding installment of rent. All sums payable by Lessee to Lessor under this Lease shall be paid without any prior demand therefor and without any deduction or set-off whatsoever.

ARTICLE XXVII. FUTURE DEVELOPMENTS AND EASEMENTS

27.01 Notwithstanding anything provided herein to the contrary, Lessor hereby reserves the right to develop at any time or from time to time all or any part of that portion of the Shopping Center property, including any of the Common Areas thereof, in such manner as Lessor may in its sole discretion determine without regard to the configuration of the buildings or parking areas now or hereinafter existing on the Shopping Center property, and without including any portion of the future development area as part of the Common Areas as described in Article XII hereof. In connection with any such future development of the Shopping Center or the Common Areas thereto, Lessor shall have the exclusive right to attach to, construct on, and otherwise use any part of the roof or exterior walls of the Demised Premises or the other buildings of the Shopping Center of which the Demised Premises form a part, including the erection of temporary scaffolds on or adjacent to the Demised Premises; and the installation, maintenance, repair and replacement of pipes, ducts, conduits and wiring leading through the Demised Premises to serve other portions of the Shopping Center property or any adjoining property owned or controlled by Lessor.

27.02 Lessee shall permit Lessor or its designees to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires in, to and through the Demised Premises, as and to the extent that Lessor may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the building in which the Demised Premises is located or any other portion of the Shopping Center. All such work shall be done, so far as practical, in such manner as to avoid interference with lessened use of the Demised Premises.

27.03 Upon sixty (60) days prior written notice to Lessee, Lessor shall have the right to relocate Lessee within the Shopping Center to a space for Lessee's permitted use, which space shall be of approximately the same architectural nature and square footage as the Demised Premises.

ARTICLE XXVIII. SIGNS

28.01 Lessee shall provide, install and maintain, at its own cost and expense a sign on the facade of the Demised Premises, provided that such installment shall be made in such manner as will not affect the rights of Lessor under any roofing bond and/or other guarantee which shall then be in force and effect. Such sign and/or any other exterior sign, advertisement or notice and its/their placement on the building must be approved by Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees that Lessee will not place any signs, advertisements or other type of structure or other obstruction on the building or grounds of the Shopping Center, and Lessee shall not operate any loudspeaker or other device which can be heard outside of the Demised Premises without Lessor's consent. Lessee agrees not to place any paper sign on any window of the Demised Premises. If a pylon mounted, internally illuminated, or any other type of sign is permitted by Lessor, in any location within or without the Shopping Center,

Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of said signs. All signs shall conform to the standards set forth is Exhibit A hereto.

ARTICLE XXIX. LEGAL COMPLIANCE

29.01 Environmental Compliance - Lessee and its agents and employees shall use the Demised Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

29.02 Environmental Hazards Lessee covenants that:

(a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Demised Premises, including without limitation, the surface and subsurface waters of the Demised Premises;

(b) No activity shall be undertaken on the Demised Premises which would cause:

(i) the Demised Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Demised Premises to be in violation of the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(ii) a release or threatened release from any Source on the Demised Premises of Hazardous Substance from the Demised Premises within the meaning of, or otherwise cause the Demised Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended (“CERCLA”), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

(iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would require a permit under the Federal Water Pollution Control Act (“FWPCA”), 33 U.S.C. Section 1251 et seq., or the Clean Air Act (“CAA”), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Demised Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state, or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party of remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

(d) There shall be no storage tanks or release or threatened releases from such tanks located on the Demised Premises.

(e) For purposes of this Lease, “Hazardous Substances” shall mean any and all hazardous or toxic substances, hazardous constituents, contaminates, wastes, pollutants, or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers or PCB N277.

(f) Lessee shall further indemnify, hold harmless and defend Lessor from any and all claims arising out of a breach of this covenant by Lessee.

29.03 Americans with Disabilities Act Compliance Lessee agrees to comply, at its sole cost and expense, with all provisions of the Americans with Disability Act (the “ADA”). Lessor shall comply, at its sole cost and expense, with all provisions of the ADA applying to the exterior or structural portions of the Demised Premises unless such compliance is necessitated directly or indirectly by the actions or non-actions of Lessee. Lessor's obligations hereunder shall not apply to the renovation of restrooms. Lessee and Lessor shall each indemnify the other and hold the other harmless from any violation of the ADA, for any fines or penalties imposed on the other for such violations and for any other costs and reasonable expenses incurred in defending against any alleged or actual violation of the ADA.

ARTICLE XXX. NOTICES

30.01 Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required or permitted to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by hand delivery, if such communication is to Lessee, or to such other address as either party hereof shall have designated by notice to the other:

If to Lessor:

Vishal Hawthorne Plaza, LLC.
5675 Jimmy Carter Blvd, Suite 500
Norcross, GA 30071

If to Lessee:

City of Mableton
Attn: William Tanks, City Manager
1245 Veterans Memorial Highway SW, Ste. 30
Mableton, GA 30126

With email copy to:

William.tanks@mableton.gov
Michael.owens@mableton.gov

ARTICLE XXXI. SECURITY DEPOSIT

31.01 Within 5 business days of this Lease's Effective Date, Lessee shall deposit with Lessor the sum of **Six Thousand Three Hundred Fifty-Four dollars and Seventeen cents ($6,354.17)** as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this Lease. No interest thereon shall be payable unless and to the extent required by law. It is agreed that if Lessee defaults with respect to any of the terms, provisions, and conditions of this Lease, including, but not limited to, the payment of Base Rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Base Rent and additional rent or any other sums as to which Lessee is in default. Lessor shall promptly return the security deposit to Lessee upon termination of the Lease or if Lessor does not deliver the Demised Premises to Lessee as required under this Lease.

31.02 Lessor may transfer the security deposit to any purchaser of Lessor's interest in the Demised Premises, in which event Lessor shall be discharged from any further liability with respect to such deposit and Lessee will look solely to the purchaser of Lessor's interest for any return of said security deposit.

ARTICLE XXXII. DEFINITION OF LESSOR

32.01 The term "Lessor" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building and the land thereunder so that in the event of any sale of said building or an assignment of this Lease or any underlying lease or a demise of both said building and land, Lessor hereunder shall be and hereby is entirely freed and relieved of all obligations of Lessor herein and it shall be deemed without further agreement between the Parties and such purchaser(s) assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Lessor hereunder. The provisions of the preceding sentence shall be applicable to any successor Lessor.

32.02 Lessee shall look solely to the estate and property of Lessor in the Shopping Center (subject to prior rights of any mortgagee) for the collection of any judgment (or other judicial process) requiring the payment or expenditure of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and, without any exception, no other property or assets of Lessor or any officer, director, shareholders, partner or principal of Lessor or its successors or assigns shall be subject to levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies.

ARTICLE XXXIII. AFFILIATE

33.01 "Affiliate" means any person, firm, or corporation which controls or is controlled by the Party in question, or is controlled by the same personnel, or firm(s), or corporation(s), or which is a member with such Party in a

relationship of joint venture, partnership or notice form of business association which in any way affects the subject matter involved. The term “control” means the ownership of stock possession, and of the right to exercise more than fifty (50%) of the total combined voting power of all classes of stock of the controlled corporation issued, outstanding and entitled to vote for the election of directors, whether such ownership be direct or indirect through control of another corporation or firm.

ARTICLE XXXIV. NOTICE TO MORTGAGEE AND GROUND LESSOR

34.01 After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Demised Premises as part of the mortgaged premises or that it is the ground lessor under a lease with Lessor, as ground lessee, which includes the Demised Premises as a part of the Demised Premises, no notice from Lessee to Lessor shall be effective unless and until a copy of the same is given to such holder or ground lessor and the curing of any of Lessor’s defaults by such holder or ground lessor shall be treated as performance by Lessor. In such event the holder or ground lessor shall have thirty (30) days from notice to such holder or ground lessor to cure defaults (or such greater period of time as shall be reasonable necessary under the circumstances) before Lessee may exercise its remedies hereunder.

ARTICLE XXXV. GROUND LESSOR

35.01 Any ground lessor under a ground lease relating to property of which the Demised Premises is a part shall never be treated as being Lessor hereunder or as having any of the obligations of Lessor hereunder unless and until such ground lessor expressly assumes the position of Lessor hereunder by terminating such ground lease, by taking possession of the Demised Premises and by commencing to collect the rent and other charges provided for herein.

ARTICLE XXXVI. LESSOR’S DEFAULT

36.01 Lessor shall in no event be in default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation. In no event shall Lessee have any right to terminate this Lease by reason of Lessor’s default and Lessee hereby waives the benefit of any present or future law which may grant to Lessee the right to so terminate.

ARTICLE XXXVII. MISCELLANEOUS

37.01 If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

37.02 Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lessor and Lessee. Each term and each provision of this Lease to be performed by either Party shall be construed to be both an independent covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent of Lessor to any assignment by Lessee, but has reference only to those instances in which Lessor may have given consent to a particular assignment.

37.03 This writing contains the entire agreement between the Parties hereto, and no agent, representative, salesman or officer of Lessor hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the Parties hereto. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is approved the City’s Council, and thereafter executed by both Parties as appearing on the signature page to this Lease.

37.04 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and words in the singular number shall be held to include the plural, and vice-versa.

37.05 If Lessor is unable to give possession of the Demised Premises on the date of commencement of the Term hereof, because of holdover or retention of possession of the Demised Premises by any previous lessee or occupant, Lessor shall not be subject to any liability for failure to give possession on said date and validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the Term hereof but Base Rent payable hereunder shall be abated (provided Lessee is not responsible for inability to obtain possession) until after Lessor shall give Lessee written notice that the Demised Premises are ready for Lessee's occupancy.

37.06 A(a) Both Parties shall comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and insurance underwriters, and any other organization exercising similar functions, affecting the Demised Premises.

37.07 Late charges. If any payment of Base Rent, additional rent or other charges due pursuant to the provisions of this Lease shall not be paid to, and received by Lessor, on or before the fifth (5th) day following the date the same is otherwise payable pursuant to this Lease, then the Lessee shall pay to Lessor, as and for a late charge, and as additional rent, ten percent (10%) of the amount not so timely paid. In addition, if Lessee attempts to make payment of the sums due under the terms of this Lease by a way of a check that is returned unpaid from Lessee's banking institution, Lessor shall be entitled to collect a returned check fee equal to one hundred and twenty-five dollars ($125.00) in each instance.

37.08 Nothing contained in this Lease shall be deemed or construed as making the Parties' partners or co-venturers, or as making Lessor an associate of Lessee in the conduct of its business, or as making either of the parties in any way responsible for the debts, losses or obligations of the other. It is understood and agreed that the relationship between the Parties is, and is limited to, that of Lessor and Lessee.

37.09 Effect of submission. The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as set forth below:

CITY OF MABLETON, GEORGIA:

____
Michael Owens, Mayor

This ________ day of October, 2024.

VISHAL HAWTHORNE PLAZA, LLC:

____
Vandana Aggarwal, Vice President of Operations

This _______ day of October, 2024.

APPROVED AS TO FORM:

____
Emilia C. Walker, Interim City Attorney

Exhibit A

SIGN STANDARDS

All signs, lettering and symbols are subject to the prior written approval of Lessor or Lessor's agent as to type, content, size, construction, color, finish and location prior to installation of same. All fabricated signs shall be according to design as provided from supplier as specified by Lessor. Lessee is required to install signage within two (2) months of taking possession of the Demised Premises.

A. Type.

1. Restrictions.

a. No sign shall contain neon or similar tubing or lighting elements.
b. No moving, flashing or blinking signs.
c. No iridescent painted signs.
d. No daylight-fluorescent plastic signs.
e. No signs mounted on illuminated plastic faced sign panels.
f. No illuminated major signs.
g. No exposed raceways, wiring troughs, conduits or ballasts.

B. Content.

1. Lettering shall be restricted to the Lessee's trade name. Such designation shall not include any specification of the merchandise offered by sale or the services rendered, and shall not contain advertising devices or slogan. Notwithstanding the foregoing, Lessee's prior written approval only.
2. No more than one (1) line of lettering may be used on the sign area.
3. Lessee shall erect no more than one (1) sign on the sign area.
4. Requirements permitting, permits, underwriter's labels, name of company, names of fabrications, etc., shall be located so as to be completely inconspicuous.

C. Size.

1. All signs shall be the same size and shall be as specified in Lessee's design.

D. Construction.

1. All signs shall be the same size and shall be specified in Lessee's design.

E. Location.

1. No signs shall be mounted on the roof, or any projection above the roof, nor shall any neon, plastic, show card or other permanent or non-permanent sign be located on, in front of, or immediately behind the store front glass area. However, small unlighted identification signs of suitable design and material may be approved at the discretion of Lessor or Lessor's agent.
2. No sign shall extend in height to a point which is higher than 1' 10'' below the top of the building or its parapet.
3. All signs shall be the same size and shall be as specified in Lessee's design.

F. Approval.

1. Three white prints and one sepia of each shop drawing of all signs shall be submitted to Lessor for approval prior to installation. The shop drawing shall indicate the size of all lettering and background panels, their location on the facade in relation to floor level, store divider and building line.

Proposed location of license, union and fabricator labels shall be indicated. A schematic section through the sign shall be provided. Colors and finishes of all materials shall be specified. All “approved as corrected” drawings shall be resubmitted until marked “approved” by Lessor. Incomplete drawings will be returned without approval. Samples shall be submitted if requested by Lessor.

2. Variances from the above will be considered on their individual merits by Lessor who also reserves the right to disapprove of any signs which are out of character with the Shopping Center as a whole, or those signs which, in the opinion of Lessor, clash with the color of previously approved signs for adjacent buildings or stores.

3. The installation, use or display of any signs for kiosks, promotional displays, or show, shall in each case be subject to the prior written approval of Lessor.

G. Upon vacating of the premises, Lessee’s sign, excluding Plexiglas panel inserts, shall become the property of Lessor and remain in position.

Exhibit B

SPECIAL STIPULATIONS

1. Lessee shall deposit with Lessor upon execution of this Lease, $6,354.17 in Certified funds as Security Deposit.

2. Lessee shall deposit with Lessor upon execution of this Lease, $6,354.17 in Certified Funds as First Month rent.

3. Lessee shall obtain and deliver to Lessor, at Lessee's sole cost, a maintenance agreement with a reputable licensed HVAC contractor approved by Lessor for the quarterly servicing of the HVAC system through the Term of the Lease Agreement. As a minimum, the HVAC system shall be serviced at lease once per quarter by the service provider, including, but not limited to, (i) changing the filters, (ii) inspecting, and if necessary, cleaning condensing coils and evaporator coils, (iii) inspecting and, if necessary, tightening or replacing the belt on any HVAC unit having a belt driven fan, and (iv) inspecting, and if necessary, tightening any electrical terminations. Lessee shall be responsible for major repairs and replacement of the HVAC system and equipment up to one thousand, five hundred ($1500.00) dollars per unit per occurrence at Lessee's sole cost and expense, after which Lessor shall be responsible for cost. In the event, Lessor shall be partially responsible for costs and expense, Lessor shall select the HVAC contractor to make such repairs and replacement.

4. Lessee shall have the right at the Demised Premises, as Lessee's option and expense with approval from Lessor, to:

    a. Erect a sign or add the City's name to Lessor's existing marquee at the Demised Premises; and

    b. Apply a fresh coat of paint to the exterior of the building with a color which is mutually agreeable to Lessor and Lessee.

5. Early Access: Lessee shall have access to the premises 24 hours per day, seven days per week after the Commencement Date. Prior to the Commencement Date, with Lessor's approval, Lessee may visit the unit for the purposes of information collection and Lessee build out planning. Lessee must get written approval from Lessor if any enhancements or minor renovations want to be conducted prior to the Commencement Date. Lessor has the sole right to deny access or renovations to be made by Lessee if per Lessor's sole discretion such visits or renovations will interfere with Landlord's Work.

6. Joanna Lindsey, Atlanta Commercial Real Estate Brokers, represents Lessee in this transaction and shall be paid a commission by Lessor per a separate written agreement between Joanna Lindsey, Atlanta Commercial Real Estate Brokers, and Lessor.

Exhibit C

Landlord's Work

Lessee shall apply for permitting with respect to Lessee's Architectural Plans no later than __**TBD**__ business days following the Lease's Effective Date. Landlord's Work shall be consistent with Lessee's Architectural Plans. Lessee's Architectural Plans may be amended as requested by Lessee and approved in writing by Lessor within the first 15 days of plans being approved. Lessee shall be responsible for additional costs associated with Change Orders on the Architectural plans and build out. Lessee shall be responsible for acquiring permitted Architectural Plans ready for construction within fifteen (15) business days of Effective Date.

Upon substantial completion of Landlord's Work, Lessor shall provide written notice to Lessee to schedule an inspection between Lessee or Lessee's agent and Lessor or Lessor's Agent. Lessee shall have the right to inspect the Demised Premises for any deficiencies or issues within three (5) business days of Lessee's receipt of such notice. Any concerns or discrepancies from the approved Architectural plans must be reported to the Lessor in writing within three (3) business days of the inspection. Lessee shall accept the Demised Premises, in writing, if Landlord's Work is substantially complete following inspection. The date which falls thirty days following Lessee's written acceptance of the Demised Premises shall be known as the "Commencement Date" under this Lease. Any remaining punch list items will be completed by the Lessor within a reasonable timeframe per the Architectural Plans. Lessee shall become responsible for the repair and maintenance of the Demised Premises per the conditions in the Lease Agreement once Lessee has accepted Possession of the Premises.

Lessor shall be responsible for the first thirty thousand ($30,000.00) dollars of the cost of buildout, including but not limited to, demolition, electrical, plumbing, HVAC, sprinkler, drywall, framing, furnishings for bathroom and breakroom, painting, and flooring as detailed in Exhibit D. Lessee shall be responsible for all costs above $30,000.00. Lessee shall be solely responsible for the installation of fire alarm, data services and low voltage. Lessee shall compensate Lessor in two parts during the construction period – half payment of total cost Lessee is responsible for paid to Lessor mid-way through the construction period due upon invoice from Lessor and remaining balance due upon acquiring of the certificate of occupancy and possession of premises.

Upon Acceptance of Possession by Lessee from Lessor of the Demised Premises, Lessee shall be responsible for repair and maintenance of the Demised Premises as set forth under the terms of this Lease.

Exhibit C1

Landlord's Work

Demolition:
- Demolition of existing offices, bathrooms, flooring, interior walls, etc.

Plumbing:
- Relocating the plumbing lines – concrete cutting and new plumbing installation
- Enlarging the bathrooms per Architectural Plan to be ADA compliant per plan
- Relocating the breakroom sink lines

Electrical:
- Lighting (2x4 lights) relocated per Architectural Plan within existing ceiling grid
- Emergency lighting located per Architectural Plan
- Installation of light switches and wall outlets in new offices spaces

HVAC:
- Servicing of existing HVAC system. No additional units to be installed
- Redesign of duct work, diffusers, HVAC equipment per Architectural Plan

Sprinkler:
- Relocate sprinkler heads to meet fire code

Drywall, Doors, Frames, Hardware:
- Building of framing and walls for new office spaces, bathrooms, storage
- Installation of doors and hardware per plans

Flooring:
- Installation of VCT flooring throughout the Demised Premises and tiles in the bathroom and breakout area to be selected by the Lessor with approval from the Lessee within 3 business days of options provided. If selection is not made in this timeframe, Lessor shall select on behalf of the Lessee.

Painting:
- All walls will be painting standard Agreeable Gray by Sherwin Williams. All doors and trim will be painted white by Sherwin Williams

Furnishings (Countertop, Cabinets):
- Lessor shall select standard cabinets and countertops for the bathrooms and breakout area
- Lessee is responsible to install furnishings for offices, cubicles (including dividers), etc.

Exhibit C2

Architectural Plans

TO BE INSERTED

SHOPPING CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, made, entered into and effective on **October 14th, 2024** (the "Effective Date") by and between:

LESSOR: **Vishal Hawthorne Plaza, LLC.,** whose address is **5675 Jimmy Carter Blvd, Suite 500, Norcross, GA 30071** (hereinafter referred to as the "Lessor"); and

LESSEE: **City of Mableton** with an address at **1245 Veterans Memorial Highway SW Suite 20, Mableton, GA 30126** (hereinafter referred to as the "Lessee") (both parties collectively referred to herein as "Parties" and/or "Party")

WITNESSETH:

IN CONSIDERATION of the payment of rents and other charges provided for herein and the covenants and conditions hereinafter set forth, Lessor and Lessee hereby covenant and agree as follows:

ARTICLE I. DEMISED PREMISES

1.01 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises.

A space consisting of approximately **5,000** square feet (the "Demised Premises"), which constitutes a part of **Hawthorne Plaza** which is situated at **1245 Veterans Memorial Highway SW Suite 20**, in the City of Mableton, County of Cobb, State of Georgia, consisting of approximately **112,643** square feet of retail space (the "Shopping Center").

1.02 The Demised Premises shall not be deemed to include either the land lying thereunder or the exterior walls or roof of the building in which the Demised premises are located.

1.03 The Demised Premises are demised and let subject to the following:

(a) the existing and subsequent state of title to the Demised Premises, the Shopping Center and the real property upon which the same are situated;

(b) all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof;

(c) any state of facts an accurate survey might show; and

(d) Lessee's representation to Lessor that Lessee has examined the physical condition of the Demised Premises and has found the same to be satisfactory for all purposes hereof and Lessee accepts the Demised Premises in their present condition, "as is" (except as otherwise provided in this Lease) (See Exhibit B). Lessor has not made, does not make, and is unwilling to make, any representations or warranties with respect to the condition of the Demised Premises or their fitness or suitability for any particular use and Lessor shall not be liable for any latent defect therein; and

(e) Lessee's agreement that if in connection with the financing of any property of which the Demised Premises forms a part or of the interest of a lessee under any superior lease, or if in connection with the entering into of a superior lease, any lending institution or lessor should request reasonable modifications of this Lease which do not increase Lessee's monetary obligations, materially increase Lessee's other obligations, or adversely affect the rights or obligations of Lessee under this Lease, Lessee shall make such modifications. Lessor shall have the right to cancel this lease if Lessee fails to approve and execute such modification(s) within fifteen (15) days after Lessor's request therefor.

ARTICLE II. TERM OF LEASE

2.01 This Lease shall become effective ("Effective Date") on the date in which it has been signed by Lessee's Mayor and Lessor, following approval of the Lease by Lessee's City Council. Lessee acknowledges that it shall be bound by all terms and conditions of this Lease commencing on the Effective Date of this Lease, except for the obligation to pay Base Rent and all additional charges under this Lease, which shall commence on the Commencement Date.

2.02 Term. The initial term of this Lease shall commence thirty (30) days following Delivery of Possession no later than March 1, 2025 by Lessor to Lessee of the Demised Premises (hereafter referred to as "Commencement Date"), and shall terminate twelve (12) months after the Commencement Date. If Lessee is not in default of the Lease Agreement, this Lease shall automatically renew at the end of the initial term for three (3) consecutive one (1) year renewal terms, unless Lessee provides at least one hundred twenty (120) days written notice to Lessor prior to the expiration of the then current term that the Lease will not renew. The Base Rent will increase by seven percent (7%) each renewal term.

ARTICLE III. RENT

Starting on the Commencement Date and throughout the Leases term thereafter, Lessee shall pay to Lessor as Base Rent for the Demised Premises, in advance on the first day of each month at the office of Lessor or its agents, **Vishal Hawthorne Plaza, LLC., 5675 Jimmy Carter Blvd, Suite 500, Norcross, GA 30071** or such other place as Lessor may designate in writing, the total monthly sum of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cent **($8,333.33)** (sum referred to herein as the "Base Rent"). The Base Rent includes Common Area Maintenance ('Operating Costs'), Property Tax, and Property Insurance.

3.01 If Lessee elects not to renew this Lease beyond the initial term, Lessee will compensate Lessor Thirty Thousand Dollars ($30,000), for Landlord's Work, prior to the Lease's termination date. If Lessee elects not to renew this Lease beyond the first renewal term, Lessee will compensate Lessor Fifteen Thousand Dollars ($15,000) for Landlord's Work, prior to the Lease's termination date. Lessee shall not be required to pay any cost towards Landlord's Work should the Lease stay in effect through at the least the first renewal term.

3.02 If the Commencement Date shall be other than the first day of a month, then the Base Rent shall be measured from the first day of the month succeeding the Commencement Date and Lessee shall pay all Base Rent, and additional rent as hereinafter defined, for the fractional month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the next succeeding month; and thereafter the Base Rent plus additional rents shall be paid in monthly installments on the first day of each and every month in advance.

3.03 Landlord's Work. For purposes of this Lease, "Landlord's Work" means, collectively the alterations and improvements to the Demised Premises to be constructed and installed by Landlord in accordance with the terms and conditions of this Lease, as more particularly described in Exhibits C, C1 & C2 attached to and hereby made a part of this Lease. Lessor shall complete the "Landlord's Work" described in Exhibits C, C1 & C2 and deliver the Demised Premises to Lessee. All of Lessor's Work will be performed in good and workmanlike manner and will comply with all applicable building codes. Lessor shall use commercially reasonable effort to "Substantially Complete" the Landlord's Work no later than 120 days from the day Architect delivers 3 copies of the permitted of Architectural Plans to Lessor. Any changes to the Architectural Plans will extend the completion date.

3.04 Percentage Rent. Intentionally omitted.

ARTICLE IV. INTENTIONALLY OMITTED.

ARTICLE V. USE OF PREMISES

5.01 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating Organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, Lessee shall operate its business under the name **"City of Mableton."** Lessee **may use the Demised Premises during the term of the Lease for any administrative and government-related purpose permitted under the law,** and for no other purpose without Lessor's prior written consent.

5.02 Lessee shall not abandon or leave, vacant the Demised Premises, and shall not permit the license or occupancy of the Demised Premises by any party other than Lessee, its agents, employees and invitees, and shall:

(a) Conduct no auctions, fire, going-out-of-business or bankruptcy sales or similar practice.

(b) display no merchandise outside the Demised Premises nor in any way obstruct the adjacent sidewalks; and store all trash and refuse in appropriate containers within the Demised Premises and attend to the daily disposal thereof in the manner designated by Lessor.

(c) Lessee shall not burn any trash or rubbish in or about the Demised Premises or anywhere else within the confines of the Shopping Center. Lessee shall not operate a garbage grinder without Lessor's prior

consent. If Lessor elects to provide refuse compactor service on the Shopping Center property, Lessee shall use said service exclusively for disposal of all wastes. If compactor service is not provided, Lessee shall use a refuse disposal service approved by Lessor.

(d) Load or unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through designated service areas which do not interfere with the operations of other tenants in the Shopping Center.

(e) Take no action which would violate Lessor's union contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Lessor or any tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon the Shopping Center, nor cause any impairment or reduction of the good will of the Shopping Center.

(f) Keep the display windows in the Demised Premises, including but not limited to all windows, doors and glass, in a neat, orderly and clean condition.

(g) Store in the Demised Promises only such merchandise as Lessee shall thereafter place on retail sale at the Demised Premises and use for office or other non-selling purposes only such space in the Demised Premises as is absolutely required for the conduct of Lessee's business therein.

(h) Obey and observe (and compel its officers, employees, contractors, licensees, invitees, sustenance, concessionaires and all others doing business with it to obey and observe) all reasonable rules and regulations established by Lessor from time to time for the conduct of Lessee and/or for the welfare of the Shopping Center.

(i) Operate its business in the Demised Premises with new, functional, efficient and first-class equipment and trade fixtures in good condition, and to fully cooperate with Lessor in promoting the use of such trade names and slogans Lessor may adopt for the Shopping Center and in connection therewith pay any reasonable assessments for such promotion.

(j) Participate in any window cleaning program that may be established by Lessor for all or a majority of the other retail stores and businesses in the Shopping Center or in the building in which the Demised Premises are located and not permit window cleaning or other exterior maintenance for the Demised Premises to be performed by any individual not approved by Lessor

(k) Pay promptly and when due: all taxes, licensees fees, assessment and other charges lawfully levied or imposed upon the business of Lessee or upon any fixtures, furnishings or equipment in the Demised Premises.

(l) Not use the plumbing facilities for any purpose injurious to same or dispose of any garbage or any other foreign substance therein, nor place a load on any floor in the Demised Premises exceeding the floor load per square foot which such floor was designed to carry, nor install, operate and/or maintain in the Demised Premises any heavy equipment except in a location approved by Lessor, nor install, operate and/or maintain in the Demised Premises any electrical system therein, or any part thereof, beyond its capacity for proper and safe operation as determined by Lessor or which does not bear Underwriters approval.

(m) Not operate on the Demised Premises any vending machine or similar device, for the sale of any merchandise, including but not limited to lockers, toilets, scales, amusement devices, or devices for the sale of beverages, candies, cigarettes, foods or other commodities, or any coin operated or other type of video game or arcade-style amusement games, including pinball, electronic games or any similar related items. Lessee may however operate vending machine or similar devices on the Demised Premises for the sale of snacks, beverages and similar goods to Lessee' agents and employees.

(n) Keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

(o) Not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

5.03 Lessee agrees, at its own cost and expense, to keep and maintain in good order, condition and repair any loading platform, truck dock and/or truck maneuvering space which is used exclusively by Lessee or to which

Lessee has the right of exclusive use, and for the purposes hereof, the same shall not be considered part of the parking area.

5.04 Lessee agrees that Lessor shall have the right to prohibit the continued use by Lessee of any unethical or unfair method of business operation, advertising or interior display if, in Lessor's opinion, the continued use thereof would impair the reputation of the Shopping Center as a desirable place to shop or is otherwise out of harmony with the general character thereof, and upon notice from Lessor shall forthwith refrain from or discontinue such activities.

5.05 With the exception of business closures for Acts of God, pandemics, natural disasters, state, federal and local emergencies and other exigent circumstances, Lessee shall keep the Demised premises open during normal government hours for government purposes within thirty (30) days after the Commencement Date through the remaining term of the Lease. This will range from routine government operations from 7am to 6pm on regular business days, and from 7am to up top 12am on dates in which the City may conduct formal business meetings at the Demised Premises. Lessee shall remain responsible to pay rent during any closure periods.

ARTICLE VI. INSTALLATIONS AND ALTERATIONS

6.01 Lessee shall, at Lessee's sole cost and expense, at all times during the Term and any extensions or renewals thereof, keep the Demised Premises equipped with all trade fixtures, equipments, furnishings, furniture, fixtures, floor coverings, carpeting and exterior signs and all other equipment and personal property necessary for the operation of the Lessee's business in the Demised Premises. All fixtures installed by Lessee shall be new or in good condition. Prior to commencing any construction work, alterations, remodeling or the installation of any equipment other than the trade fixtures in the Demised Premises, Lessee shall submit to Lessor plans and specifications of any such construction work, said plans to be prepared and submitted by a licensed architect. Except as otherwise provided in the Rider to Lease, Lessee hereby accepts the Demised Premises in their present condition, "as is," without warranty or representation: either express or implied, as the condition of the Demised Premises.

6.02 Lessee shall not make or permit to be made any alterations, improvements, and/or additions of any kind or nature to the Demised Premises or any part thereof except with the prior written consent of Lessor. All alterations, improvements and additions to the Demised Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the term or the earlier termination of this Lease; provided, however, if prior to the termination of this Lease, or within fifteen (15) days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Demised Premises by Lessee and which are designated in said notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may effect said removals and repairs at Lessee's expense. In the event of making such alterations, improvements and/or additions as herein provided, Lessee does hereby indemnify and save harmless Lessor from all expenses, liens, claims or damages to either person or property arising out of, or resulting from the undertaking or making of such alteration, improvements and/or additions.

6.03 If, at the inception of this Lease or during the Term thereof, or any extension thereof, any law regulation, or rule requires that an alteration, addition, or other change be made to the Demised Premises, the Parties agree that Lessee will make said alterations, additions, or changes and bear all expense connected with such alterations, additions or changes.

6.04 If Lessor shall hereafter determine during the Term to erect additional structures, add stories to existing buildings, enclose open courts and malls in the Shopping Center (or any portions thereof as may be designated by Lessor) as said Shopping Center may be enlarged or ; reduced at the sole option of Lessor by addition(s) to the Shopping Center of land and/or buildings or by the diminution thereof, Lessee hereby consents thereto and to the performance of work necessary to effect the same and to any inconvenience caused thereby. Lessee agrees to pay its proportionate share of the increased Common Area charges and taxes (as defined in this Lease) which result therefrom.

ARTICLE VII. MAINTENANCE OF DEMISED PREMISES

7.01 Subject to the provisions of Article 12 .3 thereof, Lessor shall maintain and keep in good repair the roof over the Demised Premises and the structural portions of the exterior walls (excluding store fronts) and foundations of the Demised Premises; however, (i) Lessee shall be responsible for giving Lessor notice of the necessity for such maintenance and repairs; (ii) Lessee cannot hold Lessor liable for not making repairs unless prior notice explaining the necessity of such repairs is received by Lessor; and (iii) Lessee shall be financially responsible for damages

to the roof or exterior walls or foundations caused by any act or omission of Lessee, its employees, agents, invitees, subtenants, assignees or contractors. Any repairs to the roof or exterior walls or foundations reasonably required as a result of Lessee's wrongful acts or omissions shall be made by Lessor at Lessee's sole cost and expense. In no event shall Lessor be liable for damages, or for lost business or profits, or for injuries to person or property (including any stock or inventory of Lessee) arising from Lessor's failure to make such repairs that Lessor is not provided proper noticed of as required under this Lease, nor shall Lessor be liable for damages, or for lost business or profits, or for injuries to person or property (including any stock or inventory of Lessee) arising from defective workmanship of Lessee or materials used by Lessee in making any such repairs. Except as specifically provided herein, Lessor shall not be responsible for any maintenance, repairs or improvements of any kind, in, or upon the Demised Premises. Lessor's responsibility for effecting repairs as stated in this Article in no way precludes Lessee's reimbursement obligations defined in Article XII.

7.02 Lessee shall keep and maintain in good order, condition and repair (which repair shall mean replace if necessary) the Demised Premises and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab including free flow up to the main sewer line located in the exterior of the Demised Premises which serves the Demised Premises; all heating and air-conditioning equipment and apparatus including mechanical equipment located in the exterior of premises which serve Demised Premises; exterior utility facilities and exterior electrical equipment serving the Demised Premises; and all plate glass, interior walls, store fronts, floors and ceilings, including paintings, adjacent sidewalks; and shall at all times comply with applicable building codes. Lessee shall contract for, in its own name and shall pay for; (a) a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment, including changing filters on a quarterly basis, and (b) a qualified service contractor to render pest control services to the Demised Premises. All such service contractors shall be subject to the prior written approval of Lessor. If Lessee refuses or neglects to commence or complete any of the obligations above set forth promptly and adequately within ten (10) days after notice from Lessor, Lessor may, but shall not be required to, make or complete said maintenance or repairs and Lessee shall pay the cost thereof to Lessor upon demand, said cost to be considered as additional rent hereunder.

7.03 Lessor or its representatives shall have the right to enter the Demised Premises for emergency purposes at all times during the Term.

ARTICLE VIII. INSURANCE AND INDEMNITY

8.01 Lessor shall maintain and keep in full force fire, all risk at replacement value and, at the option of Lessor, rental insurance and other insurance on the buildings which comprise the Shopping Center of which the Demised Premises are a part, in such amounts as may be determined by Lessor, at its sole discretion. Said rental insurance shall be defined to be that type of insurance commonly issued to cover the payment of rental payments which for any reason, have not been made by Lessee.

8.02 Lessee shall provide and keep in force during the Term hereof, in the name of Lessor and Lessee, as their respective interests may appear, plate glass insurance on all glass in the Demised Premises and general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Demised Premises including all damages from signs, glass, awnings, fixtures and other appurtenances situated on, in or used in connection within the Demised Premises. Coverage is to be written on a Commercial General Liability policy with a combined single limit for Bodily Injury, Personal Injury and Property Damage on an occurrence form. The policy limits must be in an amount not less than $1,000,000 each occurrence; $1,000,000 personal injury; $1,000,000 general aggregate; $1,000,000 products/completed operations aggregate; and $5,000 medical payments. The coverage shall not be subject to a deductible. The limit may be provided through a combination of primary and umbrella/excess liability policies. All such insurance required to be maintained by Lessee shall name Lessor and any other entity designated by Lessor as added insured and shall be with an insurance company satisfactory to Lessor. Lessee shall provide Lessor with copies or certificates of all policies required herein, including an endorsement providing that such insurance shall not be canceled or modified except after thirty (30) days' notice in writing to Lessor. During any periods of which Lessee shall fail to furnish such policies as hereinabove provided, Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by Lessee to Lessor on demand.

8.03 The Parties do hereby waive requests for compensation which they may have or acquire against each other by way of subrogation or otherwise, for any loss or damage covered by the insurance policies to be maintained by Lessee and/or Lessor under this Article VIII or under any other insurance policies which may be maintained by Lessee and/or Lessor, including, specifically, any business interruption insurance maintained by Lessee and/or Lessor, regardless of whether such loss or damage is caused by the negligence of Lessor, its agents, employees or invitees, or otherwise. The Parties further agree to cause any insurance policies maintained with respect to the Demised Premises to contain a waiver of subrogation or endorsement under which the insurance company waives

its right of subrogation against Lessor and/or Lessee in case of any damage, destruction, loss or injury caused by the opposite Party, its agents, employees or invitees.

8.04 As a material part of the consideration for this Lease, Lessee hereby assumes all risks and waives all claims against Lessor for any damage to any property or any injury to or death of any person in or about the Demised Premises or the Shopping Center arising at any time and from any cause whatsoever, other than solely by reason of the negligence or willful act of Lessor, or its agents, employees or contractors. Lessee also agrees to indemnify, defend and hold Lessor harmless from and against any and all claims or liability for any injury or damage to any person or property whatsoever: (a) occurring in, on or about the Demised Premises or any part thereof, and (b) occurring in, or about any facilities (including, without limitation to the generality of the term "facilities", stairways, passageways, hallways, sidewalks and parking areas) the use of which Lessee may have in conjunction with other lessees of the Shopping Center, when such injury or damage shall be caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same, by Lessee, its agents, servants, employees or invitees. Lessee further agrees to indemnify, defend and hold Lessor and Lessor's mortgagee harmless from and against any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of any work or thing whatsoever done by Lessee in or about, or from transactions of Lessee concerning, the Demised Premises, and will further indemnify, defend and hold Lessor harmless from and against any and all claims arising from any breach or default by Lessee in the performance of any covenant or agreement by Lessee to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim, action or proceeding brought thereon. Furthermore, in case any action or proceeding shall be brought against Lessor by reason of any such claims or liability, Lessee shall defend such action or proceeding at Lessee's sole expense by counsel satisfactory to Lessor. The provisions of this Paragraph 8.4 shall survive the expiration or earlier termination of this Lease with respect to any claims or liability occurring prior to such expiration or earlier termination.

ARTICLE IX. RIGHT OF REDEMPTION

9.01 Lessee waives any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the Term, or upon the entry of final unappealable judgment for recovery of possession through any action or proceeding.

ARTICLE X. UNAVOIDABLE DELAYS

10.01 The provisions of this Article X shall be applicable if there shall occur, during or prior to the Term, any : (a) striker(s), lockout(s), or labor dispute(s); (b) inability to obtain labor or materials or reasonable substitutes therefore; or (c) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, or fire or other casualty, acts or failure to act by Lessee or other conditions similar to those enumerated in the foregoing items (a), (b) and (c) beyond the reasonable control of Lessor. If either Party shall as the result of any such event, fail punctually to perform any lease obligation, then such obligation(s) shall be punctually performed as soon as practicable after such event shall abate. If either Party shall as a result of any such event be unable to exercise any right or option within any time limit provided therefore in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event.

ARTICLE XI. CONSENTS

With respect to any provision of this Lease which provides, in effect, that Lessor shall not unreasonably withhold or unreasonably delay any consent or any approval, Lessee, in no event, shall be entitled to make, any claim for, and Lessee hereby waives any claim for money damages; nor shall claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Lessee that Lessor has unreasonably withheld or unreasonably delayed any consent or approval; but Lessee's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performances, injunction or declaratory judgment. Lessor agrees to use its best efforts to notify Lessee within thirty (30) days after receipt by Lessor of such request by Lessee.

ARTICLE XII. COMMON AREAS

12.01 During the Term of this Lease Lessor grants to Lessee the nonexclusive right to use, in common with all others so entitled, the "Common Areas" of the Shopping Center. As used herein, the term "Common Areas" shall mean and include all areas, facilities, improvements and services provided from time to time for general, common, joint, but non-exclusive, use by Lessor and the tenants of the Shopping Center, their respective agents, employees, invitees and customers. Except as may be otherwise designated by Lessor for the exclusive use of any tenant, "Common Areas" shall include, without limitation, all parking spaces and areas, pedestrian sidewalks, driveways, curbing, retaining walls, truckways, access roads, ramps, loading docks, delivery areas, all service corridors whether located on the grounds, in the Building or on the roof, signs, audio equipment/wiring and music program services, landscaped and vacant areas, as well as lighting facilities, storm/sanitary sewer systems and all utilities serving "Common Areas", whether located within or outside of the Shopping Center.

The Common Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of parking areas and other Common Areas; (b) enter into, modify, and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; (c) close any or all portions of the Common Areas to such extent and for such time as may, at the sole discretion of Lessor, be legally necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (d) close temporarily, if necessary, any part of the Common Areas; (e) make changes, additions, deletions, alterations or improvements in and to such Common Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Demised Premises except as provided in subparagraph (c) above; and (f) adopt reasonable rules and regulations by which Lessee shall abide relating to the use of the Common Areas.

12.02 Lessor shall maintain the Common Areas in good repair and reasonably clear of debris.

12.03 Lessee shall cause its employees to park only in the outer areas of the parking lot situated on the Shopping Center property or such places as provided from time to time and designated by Lessor for employee parking. Within ten (10) days after a request by Lessor, Lessee shall deliver to Lessor, upon Lessor's request, a list of Lessee's and its employees' automobiles which such list shall set forth the description of and the license numbers assigned to such automobiles and their state of issue. Thereafter, Lessee shall advise Lessor of any changes, additions or deletions to such list. If any automobile appearing on said list is parked in an area of the Shopping Center property, other than the area designated by Lessor at any time after Lessor has given notice to Lessee or Lessee's store manager of this provision, then Lessee shall pay to Lessor the sum of Fifty Dollars ($50) per day for each such automobile for each day (or part thereof) it is parked in violation of this provision. Lessee shall pay such sum to Lessor within ten (10) days after receipt of notice from Lessor. The payment of such sums shall constitute additional rent hereunder.

ARTICLE XIII. MECHANIC'S LIEN OR CLAIMS

13.01 Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or material man which might be or become a lien, notice or intention of a lien, encumbrance or charge upon the Demised Premises or the Shopping Center or the income there from; and Lessee shall not suffer any other matter or thing whereby the estate, right and interest of Lessor in the Demised Premises or in the Shopping Center might be impaired. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Demised Promises or in the Shopping Center, Lessee shall, within ten (10) days after notice of the filing thereof, take action to cause for the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to take such action to cause such lien or notice of lien to be discharged, then Lessor, in addition to any ether rights or remedies may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings; and in any such event, Lessor shall be entitled, if Lessor so elects, to defend any prosecution of an action for foreclosure of such lien by the lienor or to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount paid by Lessor and all costs and expenses, including attorney fees, incurred by Lessor in connection therewith together with interest thereon at the maximum legal rate from the respective dates of Lessor's making of the payment or incurring of the cost and expense shall be paid by Lessee to Lessor on demand. All such sums shall be considered additional rent hereunder. Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or material man for the performance of any labor or the furnishing of materials for any specific or general improvement, alteration, or repair of or to the Demised Premises or to any buildings or improvements, or to any part thereof

ARTICLE XIV. DESTRUCTION AND RESTORATION

14.01 If the Demised Premises or the building of which the Demised Premises constitutes a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed twenty-five percent (25%) of the then replacement value thereof, then Lessor may, at its option, within sixty (60) days after the occurrence of such casualty, terminate this Lease upon written notice to Lessee

14.02 If the Demised Premises or the building of which the Demised Premises constitutes a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than twenty-five percent (25%) of the then replacement value thereof, or if Lessor does not elect to terminate this Lease as provided in Paragraph 14.1 above, then Lessor shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, Lessor's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Lessee's fixtures, improvements or other alterations made by Lessee in or upon the Demised Premises; provided, further, however, if such damage or destruction occurs during the last three (3) years of the Term , Lessor shall have the option, to be exercised by notice to Lessee within ninety (90) days after the occurrence of any casualty, to either rebuild or terminate this Lease. Notwithstanding anything provided herein to the contrary, Lessor's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Lessor (less any costs incurred by Lessor in collecting the same) as a result of any such casualty. If the fire insurance proceeds received by Lessor (less any costs incurred by Lessor in collecting the same) are insufficient to rebuild the Demised Premises, then Lessor shall have the option to terminate this Lease upon notice to Lessee within ninety (90) days after Lessor's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

14.03 If this Lease is terminated in the manner set forth above, all rentals, including additional rent, shall be apportioned to the time of such casualty. If this Lease is not terminated and Lessor elects to restore or repair the Demised Premises, then all rental payable by Lessee as provided in Paragraph 14.2 above shall be equitably abated based on the square footage in the Demised Premises which are usable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any additional rent payable hereunder including but not limited to additional rent as may be provided in Article IV (with respect to Real Estate Taxes), Article VIII (with respect to Insurance), Article XII (with respect to Common Area Maintenance Expenses) or Article XXIII (with respect to Merchant's Association Dues).

ARTICLE XV. EMINENT DOMAIN

15.01 If during the Term of this Lease the Demised Premises, or any part thereof, or more than ten percent (10%) of the Shopping Center or of the Common Areas are taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Lease and the Term hereby granted shall be terminable at Lessor's sole option and if Lessor so terminates then this Lease shall expire on the date when possession shall be taken by the condemner and the rent herein reserved shall be apportioned and paid in full to that date and all prepaid rent shall forthwith be repaid by the Lessor to the Lessee. If Lessor does not elect to cancel or terminate this Lease as provided above, then Lessor shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Lease shall continue in full force and effect except that, during such restoration, the rent payable pursuant to Article III hereof shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any additional rent as provided in Article IV (with respect to real estate taxes), Article VIII (with respect to insurance), Article XII (with respect to Common Area Maintenance Expense) or Article XXIII (with respect to merchant association dues); provided further, however, Lessor's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, if the net condemnation award received by Lessor is insufficient to restore or rebuild the structural portions of the Demised Premises, Lessor shall have the option, within ninety (90) days after Lessor's receipt of the net condemnation, to cancel and terminate this Lease, and Lessee shall be limited to consequential damages only.

15.02 All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of Lessor.

ARTICLE XVI. PROPERTY IN DEMISED PREMISES

16.01 All leasehold improvements (other than Lessee's trade fixtures), such as signs, light fixtures and heating and air conditioning equipment, shall when installed attach to the freehold and become and remain the property of Lessor. All store fixtures or trade fixtures and drapes shall remain the property of Lessee. Lessee shall be allowed to remove all such trade fixtures upon termination of this Lease.

16.02 All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee. Lessor shall not be liable for any damage to said property or loss of business suffered by Lessee which may be caused by water from any source whatsoever including the bursting, overflowing or leaking of sewer or steam pipes, or from the heating or plumbing fixtures or from electric wires or from gas or odor unless caused by the negligence of Lessor.

16.03 Lessee shall pay before delinquency all taxes assessed against Lessee's fixtures, furnishings, leasehold improvements, equipment and stock-in-trade placed in or on the Demised Premises. Any such taxes paid by Lessor shall become due and payable by Lessee within ten (10) days after written notice from Lessor. Such amounts if not so paid shall constitute additional rent hereunder.

ARTICLE XVII. ACCESS TO DEMISED PREMISES

17.01 Lessee shall permit Lessor or Lessor's agents to inspect or examine the Demised Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Demised Premises or to the building of which the Demised Premises is a part that Lessor may deem desirable or necessary or which Lessee has covenanted herein to do and has failed so to do, and Lessor shall have the right to store in the Demised Premises any materials or equipment reasonably necessary for such repairs, alterations, improvements or additions without the same being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while such repairs, alteration, improvements or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

ARTICLE XVIII. SURRENDER OF DEMISED PREMISES

18.01 Lessee shall deliver and surrender to Lessor possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the Term of this Lease, ordinary wear and tear and damage by fire or other insured casualty excepted.

18.02 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed upon the expiration or termination of this Lease and shall repair all the damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they existed immediately prior to the installation of the articles so removed. Lessee's property left in the Demised Premises after Lease termination may be stored by Landlord at Tenant's reasonable expense. Lessee's obligation to observe or perform this covenant shall survive the expiration or earlier termination of this Lease.

ARTICLE XIX. UTILITIES

19.01 Lessee shall contract for, in its own name, and shall pay before delinquency, all utility services rendered or furnished to the Demised Premises, including heat, water, gas, electricity, fire protection, sewer rental, sewage treatment facilities and the like, together with all taxes levied or other charges on such utilities. If Lessor shall supply any such services, or if any such services are required to be paid for by Lessor under a master meter, Lessee shall purchase all such utilities from Lessor at Lessor's own rate, which rate shall be reasonable in relation to industry standards. Any such payments for service supplied by Lessor shall be due and payable within ten (10) days after billing, therefore is rendered to Lessee. In no event shall Lessor be liable for the quality, failure or interruption of such services to the Demised Premises. Lessee does hereby indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred or paid by Lessor as a result of Lessee's failure to pay when due all utilities serving the Demised Premises.

ARTICLE XX. ASSIGNMENT

20.01 Lessee shall not, by operation of law or otherwise assign or transfer this Lease or sublet all or any part of the Demised Premises without the prior written consent of Lessor. It is understood that Lessor may refuse to grant consent to any assignment or subletting by Lessee with or without cause and without stating, in its refusal to grant such consent, the reasons for which it refuses to grant such consent and may not, under any circumstances, be required or compelled to grant such consent. In the event of any approved assignment or subletting: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; (b) the assignee or sublessee shall not let or underlet the whole or any part of the Demised Premises or assign this Lease or his said sublease without Lessor's prior written consent; and (c) Lessee shall pay a fee of $500.00 to Lessor to cover Lessor's time and expenses necessary to complete any such assignment. If Lessee is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law, of any partner or partners owning 51% or more of the partnership, or the dissolution of the partnership, shall be deemed an assignment. If Lessee is a corporation, any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee or the sale of 51%, or more of the value of the assets of Lessee, shall be deemed an assignment. Should any change of ownership, whether by sale, assignment, bequest, inheritance, operation of law or otherwise take place without the prior written consent of Lessor, then Lessor shall have the option to terminate this Lease upon thirty (30) days notice to Lessee.

ARTICLE XXI. DEFAULT BY LESSEE

21.01 Upon the happening of any one or more of the events below in (a) through (h), inclusive, Lessor shall have any and all rights and remedies hereinafter set forth in this Article XXI:

(a) If Lessee should fail to pay any one or more of said monthly installments of Base Rent, or any other sums required to be paid hereunder, whether additional rent or otherwise as and then the same becomes due;

(b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against Lessee and such petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;

(c) If an assignment for the benefit of creditors is made by Lessee;

(d) If any court appoints a receiver or other court officer of Lessee's property and such receivership is not dismissed within thirty (30) days from such appointments;

(e) If Lessee removes, attempts to remove, or permits to be removed from the Demised Premises, except in the usual course of trade, the goods, furniture, effects or other property of Lessee therein;

(f) If Lessee, before the expiration of the Term, and without the prior written consent of Lessor, vacates the Demised Premises or abandons possession thereof, or uses the Demised Premises for purposes other than the purposes of which the same are hereby leased, or ceases to use the Demised Premises for the purposes herein required;

(g) If an execution or other legal process is levied upon the goods, furniture, effect or other property of Lessee brought on the Demised Premises, or upon the interest of Lessee in this Lease, and the same is not satisfied or dismissed within five (5) days from such levy;

(h) If Lessee violates any other terms, conditions and covenants on the part of Lessee herein contained, and fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof is given by Lessor to Lessee.

21.02 Upon any alleged default or breach as specified in Paragraph 21.1 above, Lessor shall provide written notice to Lessee of any such alleged default or breach. Upon receipt of such written notice, Lessee shall have thirty (30) days thereafter to cure any such default or breach without termination of the Lease. Upon Lessee's failure to cure any such default or breach following such thirty days notice, Lessor shall have the right, at the option of Lessor, to terminate this Lease, and upon at least (15) days prior written notice to Lessee of such termination, to thereupon re-enter and take possession of the Demised Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, following its termination this Lease, to re-enter and re-let the Demised Premises, or any part thereof, with or without legal process. In the event of such default and termination, Lessee shall pay Lessor any deficiency monthly notwithstanding Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Lessor may bring an action therefore as such monthly deficiency shall arise, or (ii) the entire unpaid rent and other charges reserved in this Lease for the remaining Term shall be immediately due and payable by Lessee. Nothing herein, however, shall be construed to require Lessor to pay Lessee any surplus of any sums received by Lessor on a re-letting of the Demised Premises in excess of the rent provided in this Lease.

21.03 Upon termination or an uncured Lessee's breach of this Lease as set forth herein, the Base Rent provided for in this Lease for the balance of the original Term or any renewal or extension thereof, or any additional rents or indebtedness due Lessor, shall become immediately due and payable at the option of Lessor, and without regard to whether or not possession of the Demised Premises shall have been surrendered to or accepted by Lessor.

21.04 In the event of any such uncured default or uncured breach as specified in paragraph 21.1 above, the Lessor shall have the right, at its option, to declare the rents for the entire remaining term including a 10% surcharge for legal fees and costs of collection, and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Lessor, and may commence action immediately thereupon and recover judgment therefore.

21.05 The Lessee's failure to vacate the premises as required by law, Lessor shall have the right to relocate all or any part of Lessee's property from the Demised Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee at the Lessee's sole expense and

reimbursement to Lessor prior to relocation of property. If payment is not paid for such storage, Lessor shall have the option to dispose of such contents.

21.06 Any and all rights, remedies, and options given in this Lease to either party shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

21.07 The waiver by either party of any breach of any term, condition, or covenant herein contained in a singular instance shall not be deemed to be a waiver of such term, condition, or covenant herein contained for the duration of this Lease. The consent or approval by either party to or of any act by the opposite party requiring consent or approval in a single instance shall not be deemed to waive or render unnecessary either party's consent or approval to or of any subsequent or similar act by Lessee. No re-entry hereunder shall bar the recovery of rents or damages for the breach of any terms, conditions or covenants on the part of Lessee herein contained. Lessor's receipt of rent after breach or a condition broken, or delay by either party to enforce any right hereunder, shall not be deemed a waiver or forfeiture, or a waiver of the rights of either party. Lessor to annul this Lease or to re-enter the Demised Premises or to re-let same.

ARTICLE XXII. ESTOPPEL CERTIFICATE, ATTAINMENT AND SUBORDINATION

22.01 Within ten (10) days after request by Lessor, Lessee shall deliver to Lessor a written and acknowledged statement certifying that Lessee has accepted possession of the Demised Premises, that this Lease is unmodified and in full force and effect or if there have been modifications, that the same are in full force and effect as modified and stating the modifications, such other factual matters as may be requested by Lessor, and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article XXII may be relied upon by any prospective purchaser or mortgagee of the fee of the Shopping Center or any other legal estates of which the Demised Premises form a part.

22.02 Upon request of Lessor, the holder of any mortgage on the Shopping Center or by the purchaser of the Shopping Center at any foreclosure of any mortgage encumbering the Shopping Center, Lessee shall attorn to the purchaser of the Shopping Center or upon any such foreclosure sale, recognize such purchaser as Lessor under this Lease and execute any and all documents or instruments which may by reasonably requested by the purchaser or mortgagee of the fee of the Shopping Center or any other estates of which the Demised Premises form a part.

22.03 Any purchaser at a foreclosure sale or grantee of a deed in lieu of foreclosure (collectively a "Successor Lessor") shall not be subject to any claim, defense or offset valid against any prior lessors, nor shall any Successor Lessor be liable for any act or omission of any prior lessor, nor for any prepaid rent or additional rent or any security deposit or any prepaid charge not actually received by such Successor Lessor, nor shall a Successor Lessor be bound by any amendment or modification of this Lease made without its written consent.

22.04 This Lease and Lessee's rights hereunder are and shall always be subject and subordinate to any first mortgage now or hereafter placed upon the land and buildings of the Shopping Center of which the Demised Premises form a part, and to all advances hereafter made from time to time upon the security thereof. Lessor and Lessee agree that this Lease be and hereby is made subject and subordinate at all times to all ground and underlying leases, which may now or hereinafter affect the Shopping Center, of which the Demised Premises form a part. The term "mortgages" as used herein shall be deemed to include trust indentures and deeds of trust and includes all renewals, modifications, consolidations, participations, replacements, and extensions thereof.

22.05 The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required by any such Lessor or mortgagee. If Lessor or any Lessor under any ground lease or any mortgagee desires confirmation of such subordinations, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor as the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

22.06 This Lease shall not be recorded without the prior consent of Lessor.

ARTICLE XXIII. MERCHANT'S ASSOCIATION Intentionally Omitted.

ARTICLE XXIV. HOLDING OVER

24.01 If Lessee remains in possession of the Demised Premises after the expiration of the tenancy created hereunder and without the execution of a new lease, Lessee, at the option of Lessor, shall be deemed to be occupying the Demised Premises as a Lessee at sufferance until such time as a court of competent jurisdiction awards Lessor possession of the Demised Premises at an increased monthly Base Rent equal to one and a half (1.5) times the Base Rent payable during the last month of the Term. Lessor and Lessee agree that such increased

Base Rent is not a penalty but a reasonable estimation of Lessor's damages for any holdover. In addition to the Base Rent, while occupying and/or in possession of the Demised Premises as a Lessee at sufferance, Lessee agrees to pay monthly: (a) one-twelfth (1/12) of the Real Estate Taxes payable for the Lease Year immediately prior to the Lease Year in which the expiration occurs; (b) the monthly Shopping Center Common Area Maintenance Expenses payable for such month; and (c) the cost of insurance for which Lessee would have been responsible if this Lease had been renewed on the same terms contained herein. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease.

ARTICLE XXV. QUIET ENJOYMENT

25.01 Lessor agrees that if Lessee pays the Base Rent and other charges herein provided and performs all of the covenants and agreements herein stipulated to be performed by Lessee, Lessee shall, at all times during the Term, have peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor, except as to such portion of the Demised Premises of the Shopping Center as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises or the Shopping Center.

ARTICLE XXVI. REIMBURSEMENT

26.01 All terms, covenants and conditions herein contained, to be performed by Lessee, shall be performed at Lessee's sole cost and expense; provided, however, if Lessor shall pay any sums of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of Lessee to perform such term, covenant or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor with the next succeeding installment of rent. All sums payable by Lessee to Lessor under this Lease shall be paid without any prior demand therefor and without any deduction or set-off whatsoever.

ARTICLE XXVII. FUTURE DEVELOPMENTS AND EASEMENTS

27.01 Notwithstanding anything provided herein to the contrary, Lessor hereby reserves the right to develop at any time or from time to time all or any part of that portion of the Shopping Center property, including any of the Common Areas thereof, in such manner as Lessor may in its sole discretion determine without regard to the configuration of the buildings or parking areas now or hereinafter existing on the Shopping Center property, and without including any portion of the future development area as part of the Common Areas as described in Article XII hereof. In connection with any such future development of the Shopping Center or the Common Areas thereto, Lessor shall have the exclusive right to attach to, construct on, and otherwise use any part of the roof or exterior walls of the Demised Premises or the other buildings of the Shopping Center of which the Demised Premises form a part, including the erection of temporary scaffolds on or adjacent to the Demised Premises; and the installation, maintenance, repair and replacement of pipes, ducts, conduits and wiring leading through the Demised Premises to serve other portions of the Shopping Center property or any adjoining property owned or controlled by Lessor.

27.02 Lessee shall permit Lessor or its designees to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires in, to and through the Demised Premises, as and to the extent that Lessor may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the building in which the Demised Premises is located or any other portion of the Shopping Center. All such work shall be done, so far as practical, in such manner as to avoid interference with lessened use of the Demised Premises.

27.03 Upon sixty (60) days prior written notice to Lessee, Lessor shall have the right to relocate Lessee within the Shopping Center to a space for Lessee's permitted use, which space shall be of approximately the same architectural nature and square footage as the Demised Premises.

ARTICLE XXVIII. SIGNS

28.01 Lessee shall provide, install and maintain, at its own cost and expense a sign on the facade of the Demised Premises, provided that such installment shall be made in such manner as will not affect the rights of Lessor under any roofing bond and/or other guarantee which shall then be in force and effect. Such sign and/or any other exterior sign, advertisement or notice and its/their placement on the building must be approved by Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees that Lessee will not place any signs, advertisements or other type of structure or other obstruction on the building or grounds of the Shopping Center, and Lessee shall not operate any loudspeaker or other device which can be heard outside of the Demised Premises without Lessor's consent. Lessee agrees not to place any paper sign on any window of the Demised Premises. If a pylon mounted, internally illuminated, or any other type of sign is permitted by Lessor, in any location within or without the Shopping Center,

Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of said signs. All signs shall conform to the standards set forth is Exhibit A hereto.

ARTICLE XXIX. LEGAL COMPLIANCE

29.01 Environmental Compliance - Lessee and its agents and employees shall use the Demised Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

29.02 Environmental Hazards Lessee covenants that:

(a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Demised Premises, including without limitation, the surface and subsurface waters of the Demised Premises;

(b) No activity shall be undertaken on the Demised Premises which would cause:

(i) the Demised Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Demised Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(ii) a release or threatened release from any Source on the Demised Premises of Hazardous Substance from the Demised Premises within the meaning of, or otherwise cause the Demised Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

(iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would require a permit under the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Demised Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state, or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party of remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

(d) There shall be no storage tanks or release or threatened releases from such tanks located on the Demised Premises.

(e) For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminates, wastes, pollutants, or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers or PCB N277.

(f) Lessee shall further indemnify, hold harmless and defend Lessor from any and all claims arising out of a breach of this covenant by Lessee.

29.03 Americans with Disabilities Act Compliance Lessee agrees to comply, at its sole cost and expense, with all provisions of the Americans with Disability Act (the "ADA"). Lessor shall comply, at its sole cost and expense, with all provisions of the ADA applying to the exterior or structural portions of the Demised Premises unless such compliance is necessitated directly or indirectly by the actions or non-actions of Lessee. Lessor's obligations hereunder shall not apply to the renovation of restrooms. Lessee and Lessor shall each indemnify the other and hold the other harmless from any violation of the ADA, for any fines or penalties imposed on the other for such violations and for any other costs and reasonable expenses incurred in defending against any alleged or actual violation of the ADA.

ARTICLE XXX. NOTICES

30.01 Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required or permitted to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by hand delivery, if such communication is to Lessee, or to such other address as either party hereof shall have designated by notice to the other:

If to Lessor:

Vishal Hawthorne Plaza, LLC.
5675 Jimmy Carter Blvd, Suite 500
Norcross, GA 30071

If to Lessee:

City of Mableton
Attn: William Tanks, City Manager
1245 Veterans Memorial Highway SW, Ste. 20
Mableton, GA 30126

With email copy to:

William.tanks@mableton.gov
Michael.owens@mableton.gov

ARTICLE XXXI. SECURITY DEPOSIT

31.01 Within 5 business days of this Lease's Effective Date, Lessee shall deposit with Lessor the sum of **Eight Thousand Three Hundred Thirty-Three dollars ($8,333.33)** as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this Lease. No interest thereon shall be payable unless and to the extent required by law. It is agreed that if Lessee defaults with respect to any of the terms, provisions, and conditions of this Lease, including, but not limited to, the payment of Base Rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Base Rent and additional rent or any other sums as to which Lessee is in default. Lessor shall promptly return the security deposit to Lessee upon termination of the Lease or if Lessor does not deliver the Demised Premises to Lessee as required under this Lease.

31.02 Lessor may transfer the security deposit to any purchaser of Lessor's interest in the Demised Premises, in which event Lessor shall be discharged from any further liability with respect to such deposit and Lessee will look solely to the purchaser of Lessor's interest for any return of said security deposit.

ARTICLE XXXII. DEFINITION OF LESSOR

32.01 The term "Lessor" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building and the land thereunder so that in the event of any sale of said building or an assignment of this Lease or any underlying lease or a demise of both said building and land, Lessor hereunder shall be and hereby is entirely freed and relieved of all obligations of Lessor herein and it shall be deemed without further agreement between the Parties and such purchaser(s) assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Lessor hereunder. The provisions of the preceding sentence shall be applicable to any successor Lessor.

32.02 Lessee shall look solely to the estate and property of Lessor in the Shopping Center (subject to prior rights of any mortgagee) for the collection of any judgment (or other judicial process) requiring the payment or expenditure of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and, without any exception, no other property or assets of Lessor or any officer, director, shareholders, partner or principal of Lessor or its successors or assigns shall be subject to levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies.

ARTICLE XXXIII. AFFILIATE

33.01 "Affiliate" means any person, firm, or corporation which controls or is controlled by the Party in question, or is controlled by the same personnel, or firm(s), or corporation(s), or which is a member with such Party in a

relationship of joint venture, partnership or notice form of business association which in any way affects the subject matter involved. The term "control" means the ownership of stock possession, and of the right to exercise more than fifty (50%) of the total combined voting power of all classes of stock of the controlled corporation issued, outstanding and entitled to vote for the election of directors, whether such ownership be direct or indirect through control of another corporation or firm.

ARTICLE XXXIV. NOTICE TO MORTGAGEE AND GROUND LESSOR

34.01 After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Demised Premises as part of the mortgaged premises or that it is the ground lessor under a lease with Lessor, as ground lessee, which includes the Demised Premises as a part of the Demised Premises, no notice from Lessee to Lessor shall be effective unless and until a copy of the same is given to such holder or ground lessor and the curing of any of Lessor's defaults by such holder or ground lessor shall be treated as performance by Lessor. In such event the holder or ground lessor shall have thirty (30) days from notice to such holder or ground lessor to cure defaults (or such greater period of time as shall be reasonable necessary under the circumstances) before Lessee may exercise its remedies hereunder.

ARTICLE XXXV. GROUND LESSOR

35.01 Any ground lessor under a ground lease relating to property of which the Demised Premises is a part shall never be treated as being Lessor hereunder or as having any of the obligations of Lessor hereunder unless and until such ground lessor expressly assumes the position of Lessor hereunder by terminating such ground lease, by taking possession of the Demised Premises and by commencing to collect the rent and other charges provided for herein.

ARTICLE XXXVI. LESSOR'S DEFAULT

36.01 Lessor shall in no event be in default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation. In no event shall Lessee have any right to terminate this Lease by reason of Lessor's default and Lessee hereby waives the benefit of any present or future law which may grant to Lessee the right to so terminate.

ARTICLE XXXVII. MISCELLANEOUS

37.01 If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

37.02 Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lessor and Lessee. Each term and each provision of this Lease to be performed by either Party shall be construed to be both an independent covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent of Lessor to any assignment by Lessee, but has reference only to those instances in which Lessor may have given consent to a particular assignment.

37.03 This writing contains the entire agreement between the Parties hereto, and no agent, representative, salesman or officer of Lessor hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the Parties hereto. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is approved the City's Council, and thereafter executed by both Parties as appearing on the signature page to this Lease.

37.04 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and words in the singular number shall be held to include the plural, and vice-versa.

37.05 If Lessor is unable to give possession of the Demised Premises on the date of commencement of the Term hereof, because of holdover or retention of possession of the Demised Premises by any previous lessee or occupant, Lessor shall not be subject to any liability for failure to give possession on said date and validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the Term hereof but Base Rent payable hereunder shall be abated (provided Lessee is not responsible for inability to obtain possession) until after Lessor shall give Lessee written notice that the Demised Premises are ready for Lessee's occupancy.

37.06 A(a) Both Parties shall comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and insurance underwriters, and any other organization exercising similar functions, affecting the Demised Premises.

37.07 Late charges. If any payment of Base Rent, additional rent or other charges due pursuant to the provisions of this Lease shall not be paid to, and received by Lessor, on or before the fifth (5th) day following the date the same is otherwise payable pursuant to this Lease, then the Lessee shall pay to Lessor, as and for a late charge, and as additional rent, ten percent (10%) of the amount not so timely paid. In addition, if Lessee attempts to make payment of the sums due under the terms of this Lease by a way of a check that is returned unpaid from Lessee's banking institution, Lessor shall be entitled to collect a returned check fee equal to one hundred and twenty-five dollars ($125.00) in each instance.

37.08 Nothing contained in this Lease shall be deemed or construed as making the Parties' partners or co-venturers, or as making Lessor an associate of Lessee in the conduct of its business, or as making either of the parties in any way responsible for the debts, losses or obligations of the other. It is understood and agreed that the relationship between the Parties is, and is limited to, that of Lessor and Lessee.

37.09 Effect of submission. The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as set forth below:

CITY OF MABLETON, GEORGIA:	**VISHAL HAWTHORNE PLAZA, LLC:**
Michael Owens, Mayor	Vandana Aggarwal Vandana Aggarwal, Vice President of Operations
This 14 day of October, 2024.	This 14 day of October, 2024.

APPROVED AS TO FORM:

Emilia Walker-Ashby
Emilia Walker-Ashby (Oct 14, 2024 13:12 EDT)

Emilia C. Walker, Interim City Attorney

14/10/24

14/10/24

Exhibit A

SIGN STANDARDS

All signs, lettering and symbols are subject to the prior written approval of Lessor or Lessor's agent as to type, content, size, construction, color, finish and location prior to installation of same. All fabricated signs shall be according to design as provided from supplier as specified by Lessor. Lessee is required to install signage within two (2) months of taking possession of the Demised Premises.

A. Type.

1. Restrictions.

   a. No sign shall contain neon or similar tubing or lighting elements.
   b. No moving, flashing or blinking signs.
   c. No iridescent painted signs.
   d. No daylight-fluorescent plastic signs.
   e. No signs mounted on illuminated plastic faced sign panels.
   f. No illuminated major signs.
   g. No exposed raceways, wiring troughs, conduits or ballasts.

B. Content.

1. Lettering shall be restricted to the Lessee's trade name. Such designation shall not include any specification of the merchandise offered by sale or the services rendered, and shall not contain advertising devices or slogan. Notwithstanding the foregoing, Lessee's prior written approval only.
2. No more than one (1) line of lettering may be used on the sign area.
3. Lessee shall erect no more than one (1) sign on the sign area.
4. Requirements permitting, permits, underwriter's labels, name of company, names of fabrications, etc., shall be located so as to be completely inconspicuous.

C. Size.

1. All signs shall be the same size and shall be as specified in Lessee's design.

D. Construction.

1. All signs shall be the same size and shall be specified in Lessee's design.

E. Location.

1. No signs shall be mounted on the roof, or any projection above the roof, nor shall any neon, plastic, show card or other permanent or non-permanent sign be located on, in front of, or immediately behind the store front glass area. However, small unlighted identification signs of suitable design and material may be approved at the discretion of Lessor or Lessor's agent.
2. No sign shall extend in height to a point which is higher than 1' 10" below the top of the building or its parapet.
3. All signs shall be the same size and shall be as specified in Lessee's design.

F. Approval.

1. Three white prints and one sepia of each shop drawing of all signs shall be submitted to Lessor for approval prior to installation. The shop drawing shall indicate the size of all lettering and background panels, their location on the facade in relation to floor level, store divider and building line.

Proposed location of license, union and fabricator labels shall be indicated. A schematic section through the sign shall be provided. Colors and finishes of all materials shall be specified. All "approved as corrected" drawings shall be resubmitted until marked "approved" by Lessor. Incomplete drawings will be returned without approval. Samples shall be submitted if requested by Lessor.

2. Variances from the above will be considered on their individual merits by Lessor who also reserves the right to disapprove of any signs which are out of character with the Shopping Center as a whole, or those signs which, in the opinion of Lessor, clash with the color of previously approved signs for adjacent buildings or stores.

3. The installation, use or display of any signs for kiosks, promotional displays, or show, shall in each case be subject to the prior written approval of Lessor.

G. Upon vacating of the premises, Lessee's sign, excluding Plexiglas panel inserts, shall become the property of Lessor and remain in position.


HAWTHORNE PLAZA
FAMILY DOLLAR
O'Reilly AUTO PARTS
home FARMERS FURNITURE
Talpa SUPERMERCADOS
BUDDY'S
City THRIFT & LIQUIDATION
Ombudsman
COIN LAUNDRY
LAVANDERIA
cricket
STARKY
LAW FIRM
MATTRESS OUTLET

Exhibit B

SPECIAL STIPULATIONS

1. Lessee shall deposit with Lessor upon execution of this Lease, $8,333.33 in Certified funds as Security Deposit.

2. Lessee shall deposit with Lessor upon execution of this Lease, $8,333.33 in Certified Funds as First Month rent.

3. Lessee shall obtain and deliver to Lessor, at Lessee's sole cost, a maintenance agreement with a reputable licensed HVAC contractor approved by Lessor for the quarterly servicing of the HVAC system through the Term of the Lease Agreement. As a minimum, the HVAC system shall be serviced at lease once per quarter by the service provider, including, but not limited to, (i) changing the filters, (ii) inspecting, and if necessary, cleaning condensing coils and evaporator coils, (iii) inspecting and, if necessary, tightening or replacing the belt on any HVAC unit having a belt driven fan, and (iv) inspecting, and if necessary, tightening any electrical terminations. Lessee shall be responsible for major repairs and replacement of the HVAC system and equipment up to one thousand, five hundred ($1500.00) dollars per unit per occurrence at Lessee's sole cost and expense, after which Lessor shall be responsible for cost. In the event, Lessor shall be partially responsible for costs and expense, Lessor shall select the HVAC contractor to make such repairs and replacement.

4. Lessee shall have the right at the Demised Premises, as Lessee's option and expense with approval from Lessor, to:

   a. Erect a sign or add the City's name to Lessor's existing marquee at the Demised Premises; and

   b. Apply a fresh coat of paint to the exterior of the building with a color which is mutually agreeable to Lessor and Lessee.

5. Early Access: Lessee shall have access to the premises 24 hours per day, seven days per week after the Commencement Date. Prior to the Commencement Date, with Lessor's approval, Lessee may visit the unit for the purposes of information collection and Lessee build out planning. Lessee must get written approval from Lessor if any enhancements or minor renovations want to be conducted prior to the Commencement Date. Lessor has the sole right to deny access or renovations to be made by Lessee if per Lessor's sole discretion such visits or renovations will interfere with Landlord's Work.

6. Joanna Lindsey, Atlanta Commercial Real Estate Brokers, represents Lessee in this transaction and shall be paid a commission by Lessor per a separate written agreement between Joanna Lindsey, Atlanta Commercial Real Estate Brokers, and Lessor.

Exhibit C

Landlord's Work

Lessee shall apply for permitting with respect to Lessee's Architectural Plans no later than five (5) business days following the Lease's Effective Date. Landlord's Work shall be consistent with Lessee's Architectural Plans. Lessee's Architectural Plans may be amended as requested by Lessee and approved in writing by Lessor within the first 15 days of plans being approved. Lessee shall be responsible for additional costs associated with Change Orders on the Architectural plans and build out. Lessee shall be responsible for acquiring permitted Architectural Plans ready for construction within fifteen (15) business days of Effective Date.

Upon substantial completion of Landlord's Work, Lessor shall provide written notice to Lessee to schedule an inspection between Lessee or Lessee's agent and Lessor or Lessor's Agent. Lessee shall have the right to inspect the Demised Premises for any deficiencies or issues within three (5) business days of Lessee's receipt of such notice. Any concerns or discrepancies from the approved Architectural plans must be reported to the Lessor in writing within three (3) business days of the inspection. Lessee shall accept the Demised Premises, in writing, if Landlord's Work is substantially complete following inspection. The date which falls thirty days following Lessee's written acceptance of the Demised Premises shall be known as the "Commencement Date" under this Lease. Any remaining punch list items will be completed by the Lessor within a reasonable timeframe per the Architectural Plans. Lessee shall become responsible for the repair and maintenance of the Demised Premises per the conditions in the Lease Agreement once Lessee has accepted Possession of the Premises.

Lessor shall be responsible for the first thirty thousand ($30,000.00) dollars of the cost of buildout, including but not limited to, demolition, electrical, plumbing, HVAC, sprinkler, drywall, framing, furnishings for bathroom and breakroom, painting, and flooring as detailed in Exhibit D. Lessee shall be responsible for all costs above $30,000.00. Lessee shall be solely responsible for the installation of fire alarm, data services and low voltage. Lessee shall compensate Lessor in two parts during the construction period – half payment of total cost Lessee is responsible for paid to Lessor mid-way through the construction period due upon invoice from Lessor and remaining balance due upon acquiring of the certificate of occupancy and possession of premises.

Upon Acceptance of Possession by Lessee from Lessor of the Demised Premises, Lessee shall be responsible for repair and maintenance of the Demised Premises as set forth under the terms of this Lease.

Exhibit C1

Landlord's Work

Demolition:
- Demolition of existing offices, bathrooms, flooring, interior walls, etc.

Plumbing:
- Relocating the plumbing lines – concrete cutting and new plumbing installation
- Enlarging the bathrooms per Architectural Plan to be ADA compliant per plan
- Relocating the breakroom sink lines

Electrical:
- Lighting (2x4 lights) relocated per Architectural Plan within existing ceiling grid
- Emergency lighting located per Architectural Plan
- Installation of light switches and wall outlets in new offices spaces

HVAC:
- Servicing of existing HVAC system. No additional units to be installed
- Redesign of duct work, diffusers, HVAC equipment per Architectural Plan

Sprinkler:
- Relocate sprinkler heads to meet fire code

Drywall, Doors, Frames, Hardware:
- Building of framing and walls for new office spaces, bathrooms, storage
- Installation of doors and hardware per plans

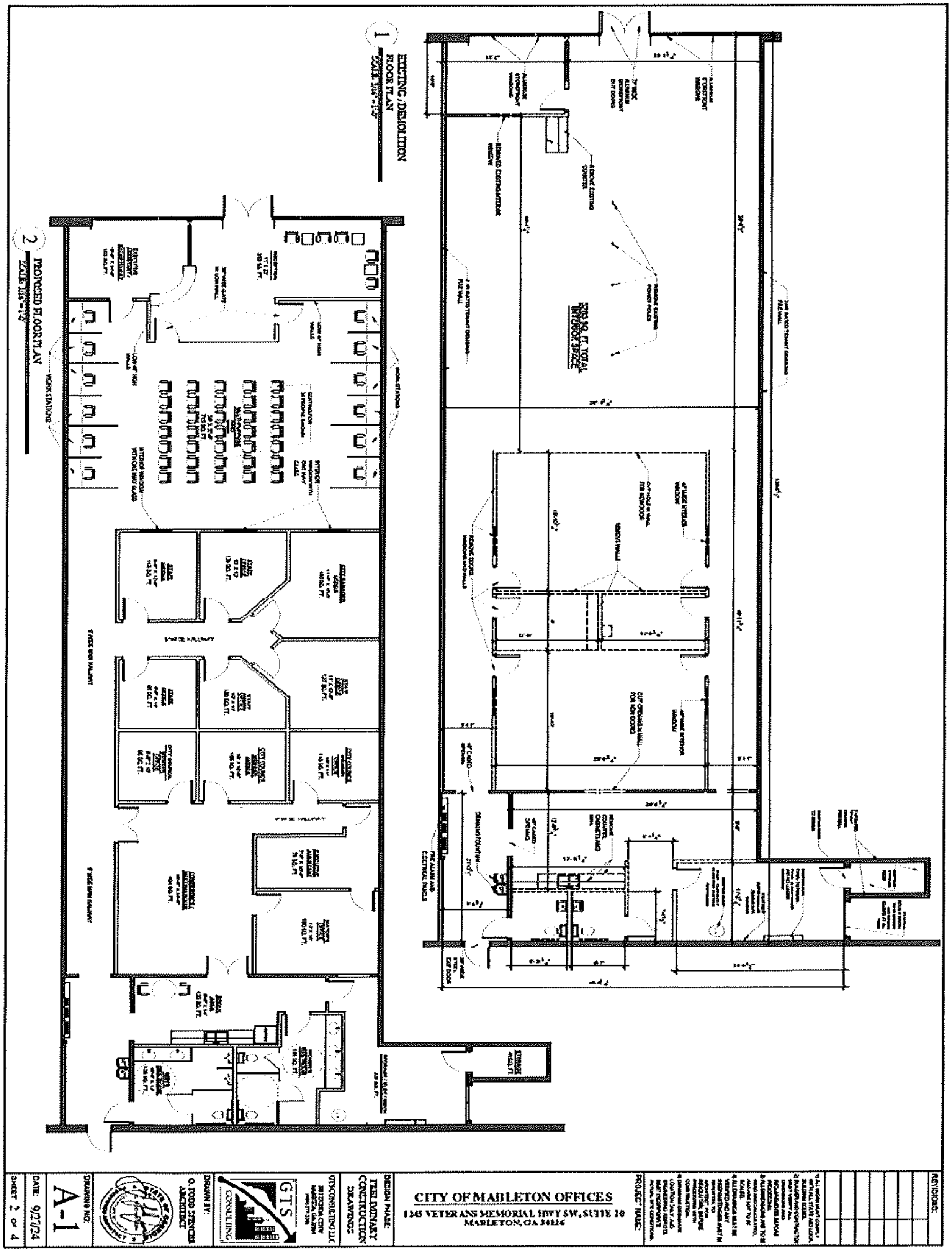
Flooring:
- Installation of VCT flooring throughout the Demised Premises and tiles in the bathroom and breakout area to be selected by the Lessor with approval from the Lessee within 3 business days of options provided. If selection is not made in this timeframe, Lessor shall select on behalf of the Lessee.

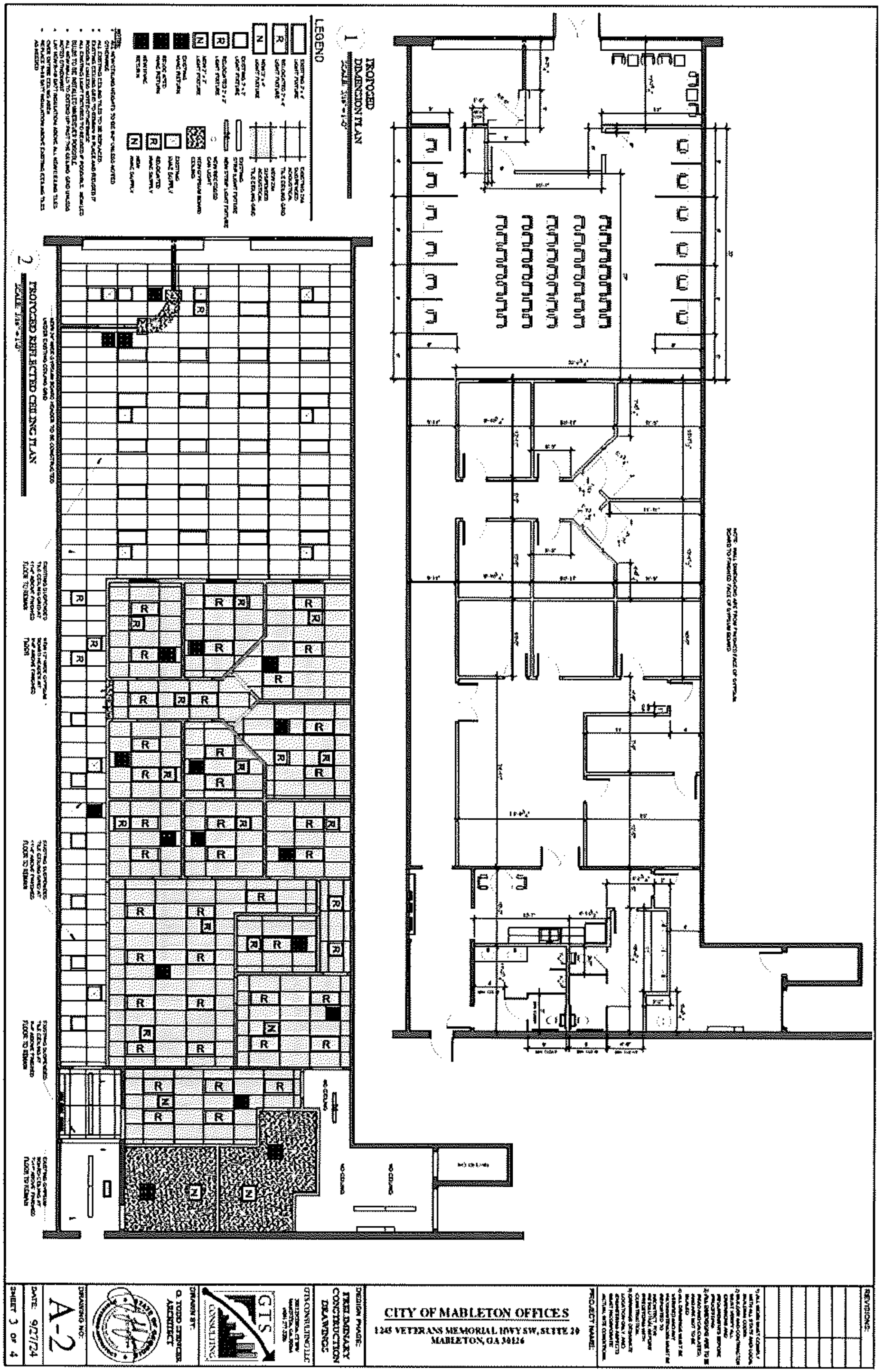
Painting:
- All walls will be painting standard Agreeable Gray by Sherwin Williams. All doors and trim will be painted white by Sherwin Williams

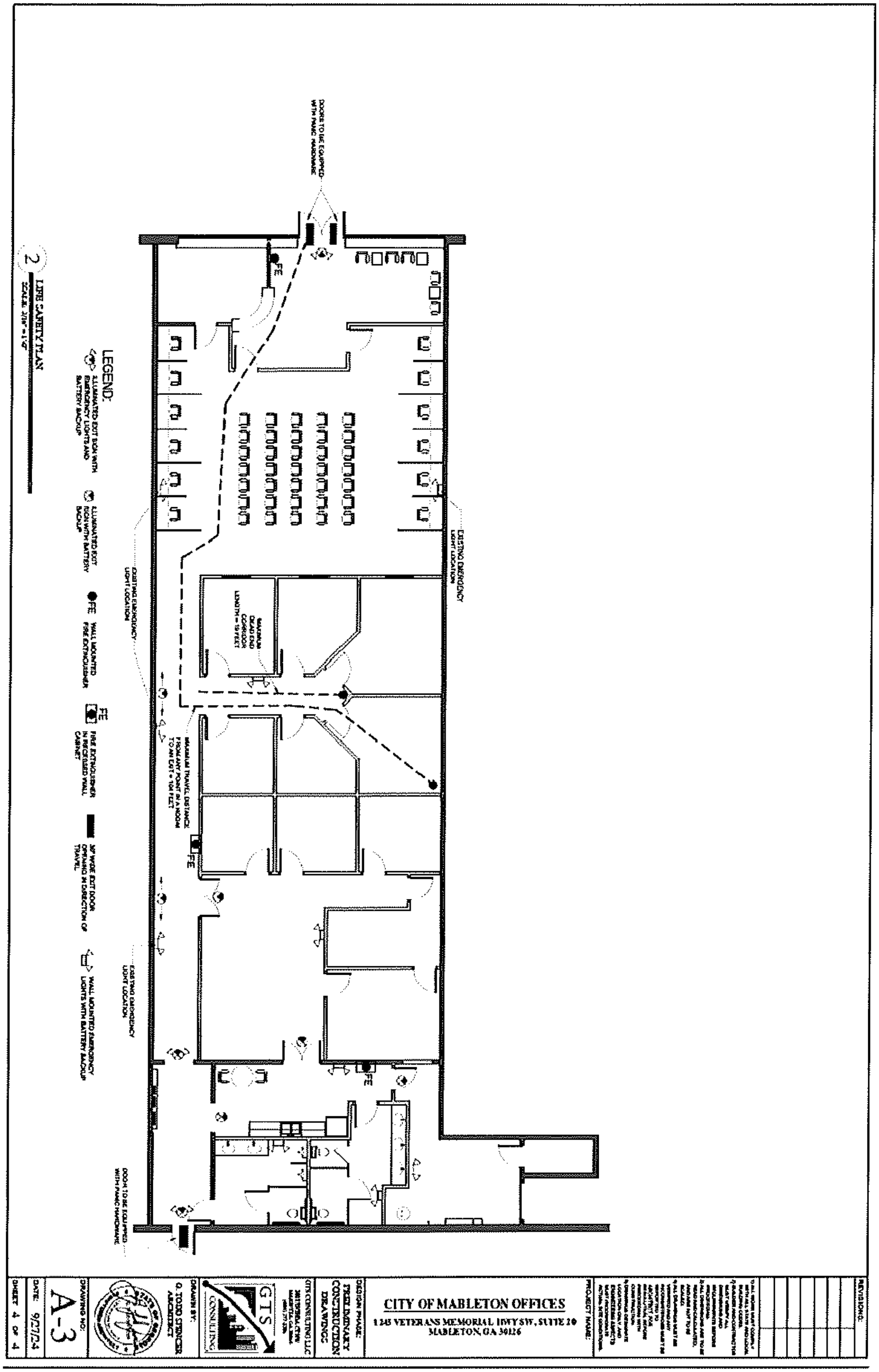
Furnishings (Countertop, Cabinets):
- Lessor shall select standard cabinets and countertops for the bathrooms and breakout area
- Lessee is responsible to install furnishings for offices, cubicles (including dividers), etc.

Exhibit C2

Architectural Plans




PROPOSED DIMENSION PLAN
LEGEND
PROPOSED REFLECTED CEILING PLAN
CITY OF MABLETON OFFICES
1245 VETERANS MEMORIAL HWY SW, SUITE 20
MABLETON, GA 30126
PROJECT NAME:
DESIGN PHASE:
PRELIMINARY CONSTRUCTION DRAWINGS
GTS CONSULTING
G. TODD SPENCER ARCHITECT
DRAWING NO:
A-2
DATE 9/27/24
SHEET 3 OF 4
REVISIONS:



LIFE SAFETY PLAN
LEGEND:
CITY OF MABLETON OFFICES
1245 VETERANS MEMORIAL HWY SW, SUITE 20
MABLETON, GA 30126
PROJECT NAME:
DESIGN PHASE:
PRELIMINARY CONSTRUCTION DRAWINGS
GTS CONSULTING
DRAWN BY:
G. TODD STINCER ARCHITECT
DRAWING NO:
A-3
DATE: 9/27/24
SHEET 4 OF 4
REVISIONS:

AGENDA ITEM MEMORANDUM

MEETING OF: June 11, 2025
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of Agreement Between the City of Mableton and MCRE Management Partners, LLC for the 6116 MABLETON PARKWAY SW, SUITE 136, Mableton, GA 30129 - City Manger Bill Tanks

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 6116 Mableton Pkwy Lease - Suite 136

LEASE AGREEMENT
(6116 Mableton Pkwy., Suite 136)

1. **BASIC LEASE TERMS**

a. **EFFECTIVE DATE**: This lease agreement (referred to herein as "Lease" or "Agreement") will become effective ("Effective Date") on the date in which it has been signed by both Tenant and Landlord as evidenced on the signature page to this Agreement (Landlord and Tenant collectively referred to herein as the "Parties").

b. **TENANT**: **CITY OF MABLETON**

c. Address of leased premises ("Premises"): **6116 MABLETON PARKWAY SW, SUITE 136, Mableton, GA 30129**

Address (for Tenant Notices): City of Mableton, Attn: Bill Tanks, 1400 Veterans Memorial Highway SE, Suite 134-200, Mableton, Georgia 30126

Electronic mail to:

william.tanks@mableton.gov

michael.owens@mableton.gov

d. **LANDLORD**: **MCRE MANAGEMENT PARTNERS, LLC**

Address (For Landlord Notices): 4311 W LOVERS LANE, SUITE 100, DALLAS, TEXAS 75209

Electronic mail to:

tw@mcremp.com

ADDRESS FOR RENT PAYMENTS: 4311 W LOVERS LANE, SUITE 100, DALLAS, TEXAS 75209

LANDLORD'S DESIGNATED AGENT/PROPERTY MANAGER: MCRE Management Partners, LLC, Tom Wouters, Property Manager.

Phone: 404-662-2522 Email: tw@mcremp.com

e. **SOLE PERMITTED USE**: Tenant shall use the Premises for local government purposes and no other purpose. Landlord makes no representation or warranty that Tenant's use of the premises is permitted by the City of Mableton, Cobb County, Georgia and Tenant acknowledges that it is solely Tenant's responsibility to verify that Tenant's use of the Premises is permitted by the City of Mableton, Cobb County, Georgia. Tenant shall comply with all applicable zoning and use ordinances. Tenant is solely responsible for all cost to obtain government licenses and occupancy permits. Tenant shall have the early right to terminate this Agreement upon 30 days written notice, if 1) Tennant does not receive a certificate of occupancy to use the Premises for Tenant's intended purposes or 2) if the cost for Tenant to bring the Premises into compliance with applicable codes exceeds fifteen thousand dollars, the ("Right to Terminate"). Tenant's early Right to Terminate the Lease under this paragraph shall expire on October 31, 2025.

f. **PREMISES**: Suite 136, containing approximately 1,600 rentable square feet as shown on the site plan attached as **Exhibit A**. The parties acknowledge that the square footage figure recited above has been conclusively agreed to and is not subject to re-measure or contest by either party.

g. **PROJECT/SHOPPING CENTER**: Mickey's Marketplace located at 6116 Mableton Parkway SW, Mableton, GA 30129, containing approximately 21,900 square feet of rentable space and being described on **Exhibit B**.

h. **TENANT'S PROPORTIONAL SHARE**: 7.306%

i. **INITIAL TERM OF LEASE:** The initial term of this Lease shall be 12 months, commencing on July 1, 2025 and terminating at 11:59am on June 30, 2026. After the initial term, Tenant shall have the option to automatically renew the Lease per the terms of j(i) below.

j. **MONTHLY RENT**: On the first day of each calendar month, Tenant shall pay monthly rent (consisting of monthly base rent, monthly water reimbursement, and monthly additional rent) as follows:

Term	Monthly Base Rent	Monthly Additional Rent*	Total Monthly Rent
07/01/2025 - 09/30/2025	$0.00	$0.00	$0.00
10/01/2025 - 06/30/2026	$1,625.00	$578	$2,203

* Additional Rent is subject to change per Section 5 of the Lease.

j(i). **Renewal Terms.**

a. After the initial term, this Lease shall automatically renew for four consecutive one year renewal terms commencing on July 1 and terminating at 11:59pm on June 30 annually, unless Tenant gives Landlord written notice no later than February 28 of the then existing term, that this Lease shall not renew for an additional term. The renewal of this Lease shall be upon the same terms and conditions as the Lease, except: (i) the Monthly Base Rent during the Renewal term shall be per the below schedules; and Tenant shall have no additional right to renew the Lease beyond the automatic renewal options set forth herein.

Renewal Option Term #1	Monthly Base Rent	Monthly Additional Rent*	Total Monthly Rent
07/01/2026 - 06/30/2027	$1,674	$578	$2,252

Renewal Option Term #2	Monthly Base Rent	Monthly Additional Rent*	Total Monthly Rent
07/01/2027 - 06/30/2028	$1,724	$578	$2,302

Renewal Option Term #3	Monthly Base Rent	Monthly Additional Rent*	Total Monthly Rent
07/01/2028 - 06/30/2029	$1,776	$578	$2,354

Renewal Option Term #4	Monthly Base Rent	Monthly Additional Rent*	Total Monthly Rent
07/01/2029 - 06/30/2030	$1,829	$578	$2,407

k. **ADDITIONAL RENT**: See Section 5.

l. **TOTAL SECURITY DEPOSIT**: $2,000, payable within seventy-two hours of the Lease's Effective Date, with certified funds.

2. **PREMISES**. Landlord leases to Tenant the premises described in Section 1(c) and in Section 1(f); and all portions of the Premises that are not for common use by or for the benefit of more than one tenant, including the heating, air conditioning and ventilation systems, collectively (the "Premises"). By entry on the Premises, Tenant acknowledges that it has examined the Premises and accepts the Premises in its current "As-Is" move-in condition, and acknowledges any changes made during its tenancy under this or any prior lease term, subject to any additional work Landlord has agreed to do in writing.

3. **TERM**. The term of this Lease is for the period set forth in Section 1(i).

4. **RENT**. Tenant shall pay Landlord monthly base rent in the amount set forth in Section 1(j), and additional rent as set forth in Section 1(k) and Section 5, which is due monthly on or before the first day of each calendar month. All rent shall be paid to Landlord, at the address shown in Section 1(d), or such other place as Landlord may designate in writing from time to time. All rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All rent due for any partial month shall be prorated at the rate of 1/30th of the total monthly rent per day. If any rent or other sum due from Tenant is not received by the fifth (5th) day of any month of this Lease, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue payment, which late fee represents an agreed upon charge for the

administrative expense suffered by Landlord as a result of such late payment and not payment for the use of money or a penalty. All such delinquent rent or other sums, plus this late charge shall bear interest at fifteen percent (15%) per annum. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of $75.00, and thereafter, Landlord may require Tenant to pay all future payments of rent or other sums due by money order or cashier's check. Additionally, if Tenant is delinquent in paying its rent past the fifth (5th) of any calendar month, Landlord may require payment to be made by money order or cashier's check. All monies due Landlord under this Agreement, including late fees, assessments, interest, rent, utility payments, water/sewer fees, HVAC servicing fees are considered rent and shall be due as rent. Tenant's obligation to pay rents and other amounts due hereunder are covenants independent of Landlord's obligations hereunder.

5. **ADDITIONAL RENT**. Tenant shall pay Landlord monthly, as additional rent, an amount equal to Tenant's proportional share of Taxes and Project expenses, as defined below.

a. "Taxes" shall mean all federal, state, county and local governmental, special district, improvement district, municipal or other subdivision taxes, fees, levies, assessments, charges or other impositions of every kind, whether foreseen or not, general, special, ordinary or extraordinary (unless required to be paid by directly by Tenant under pursuant to the Lease), related to the Project, including, without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer taxes, trash removal and landfill taxes, taxes based on the receipt of rent, and personal property taxes imposed on any personal property used in connection with the Project which Landlord shall be required to pay in any calendar year during the term of this Lease. Tenant shall pay any increase in Taxes whether the increase is a result of an increase in the assessment or valuation of the Project based on a sale, change in ownership, refinancing of the Project, or otherwise, increase in any tax rate, reduction or elimination of any tax deductions available under current law, reduction, elimination, invalidity or withdrawal of any tax abatement, or for any other reason whatsoever.

b. "Project Expenses" shall mean all expenses, costs and amounts of every kind which Landlord shall pay during any calendar year of the term of this Lease in connection with any aspect of the management, maintenance, repair, replacement, insurance or operation of the Project, including, without limitation, any amount paid for: (1) utilities, including electricity, gas, water and sewer; (2) permits, licenses, certificates and costs of complying with any legal requirements, including full ADA compliance, necessary to operate and manage the Project; (3) all types and manners of insurance applicable to the Project; (4) supplies, materials, tools, equipment, machinery and vehicles, including rental costs and amortization charges, used in the operation, management, repair, maintenance, security, cleaning, landscaping and all other services for the Project; (5) accounting, legal, management, consulting and inspections; (6) wages, salaries, bonuses, commissions, and any other form of compensation or benefit paid for any manager, personnel and other persons involved in the operation, maintenance or security of the Project, and all related employer's Social Security taxes, unemployment taxes or insurance, workers ' compensation premiums, and any other taxes that may be levied on such wages, salaries, commissions, compensation; (7) payments under any agreement, easement, covenant, declaration relating to the Project or its development; (8) alarm monitoring and security services, janitorial service, trash removal, and snow and ice removal; (9) parking charges resulting from any law, regulation or guideline; (10) obtaining, providing and operating public transportation or shuttle bus service to and from the Project; (11) operating any on-site office at the Project, including the fair market rent for such space; (12) telephone directory listings for the Project; (13) appropriate reserves for operation, maintenance and repair of the Project and for uninsured portions, including deductibles, of casualty damage and general liability claims relating to the Project; (14) operation, maintenance, repair, installation, replacement, inspection, testing, painting, decorating and cleaning of all aspects of the Project, its buildings, landscaping and Common Areas, including, all fixtures and equipment used in connection with it; (15) capital expenditures made primarily to reduce Project Expenses, to comply with any law or governmental regulations, or for repair or replacement work; and (16) an amount equal to fifteen percent (15%) of all of the foregoing expenses for Landlord's general overhead, which shall be in addition to any management fee or compensation paid to any manager or management company. The items set forth in this paragraph are listed for definitional purposes only and shall not be construed to impose any obligation on Landlord to incur any given expense. Landlord reserves the right to determine and bill Tenant's proportional share of insurance costs relating to the Project separately from other Project Expenses and to include Taxes attributable to the Common Areas as a part of Project Expenses rather than determining and billing them separately. Project Expenses shall also include the costs of maintenance and monthly charges for water and sewer and maintenance costs of HVAC related to the Premises. Monthly charges for operation of the HVAC shall be paid by the Tenant.

c. "Tenant's Proportional Share" is the fraction set forth in Section 1(h).

d. Landlord may reasonably estimate in advance the amount Tenant shall owe for Taxes and Project Expenses for any full or partial year of the term of this Lease. In such case, Tenant shall pay this estimated amount, on a monthly basis, on or before the first day of each month, together with the monthly base rent set forth in the Lease. Landlord may revise this estimate at any time by delivering notice of this revision to Tenant. In such case, Tenant's payments will be adjusted accordingly.

e. Starting October 1, 2025 Tenant's Proportional Share of Taxes and Project Expenses is estimated to be at $578.00 per month. Tenant acknowledges and agrees that this amount is an estimate and subject to revision as set forth herein. Tenant also acknowledges and agrees that this amount constitutes additional rent which shall be due and payable at the same time, and subject to the same conditions, as the amounts set forth in Rent Schedule of the Lease.

f. Within ninety (90) days after the end of the calendar year, or as soon thereafter as reasonably practical, and upon request by Tenant, Landlord shall provide a statement ("Statement") to Tenant showing (1) the amount of actual Taxes and Project Expenses for that calendar year, (2) the amount paid on an estimated basis by Tenant toward Taxes and Project Expenses during the calendar year, and (3) any revised estimate of Tenant's obligations for Taxes and Project Expenses for the current calendar year.

g. If the Statement shows that Tenant's estimated payments were less than Tenant's actual obligations for Taxes and Project Expenses for that year, Tenant shall pay the difference. If the Statement shows an increase in Tenant's estimated payments for Taxes and/or Project Expenses for the current calendar year, Tenant shall pay the difference between the new and old estimates for the period from January 1st of the current calendar year through the month in which the Statement is sent to Tenant. Tenant shall make such payment(s) within thirty (30) days after Landlord sends the Statement. Under no circumstances shall Tenant's monthly Proportional Share of Taxes and Project Expenses exceed fifty percent of the total amount of the Monthly Base Rent.

h. Any tax refund shall be deducted from Taxes in the year the refund is received by Landlord. If Taxes for any period during the term of this Lease, or an extension thereof, are, for any reason whatsoever, increased after payment by Landlord, Tenant shall pay its Proportional Share of this difference within thirty (30) days after Landlord sends Tenant an invoice for the amount due.

i. If the Statement shows that Tenant's estimated payments of Taxes and/or Project Expenses exceeded the actual amount due from Tenant, Tenant shall receive a credit for the difference against the estimated payment(s) next due. If the term of this Lease, as extended, has expired and no Rent, or other money, is due, Landlord shall refund the difference within thirty (30) days after Landlord sends the Statement to Tenant.

j. Landlord shall have the right to change the manner and/or timing of these payments. In lieu of providing one statement covering both Taxes and Project Expenses, Landlord may provide separate statements at the same or at different times. No delay by Landlord in providing any statement shall be deemed a default by Landlord or a waiver of its right to require payment by Tenant of its Proportional Share of actual or estimated Taxes and Project Expenses.

k. Unless Tenant objects to a Statement properly drawn as authorized under this Agreement by delivering a written notice to Landlord stating the basis for such objection within ninety (90) days of Tenant's receipt of the Statement, such Statement shall be considered final and binding on Tenant. If Tenant objects to any item contained in a Statement, upon Tenant's written request, Landlord may refer the matter to a mutually agreeable independent certified public accountant whose certification of the amount due from Tenant shall be final and binding on both Landlord and Tenant. The prevailing party shall pay the cost of such certification. Pending resolution of any objection, Tenant shall continue paying its Proportional Share of Taxes and Project Expenses as set forth under this Agreement.

6. **DEPOSIT**. Upon execution of this Lease, Tenant shall deliver the security deposit set forth in Section 1(l) with Landlord. If Tenant shall be in default in payment of rent or any other sum due Landlord as additional rent, Landlord may apply all or a part of the security deposit for such payment. Landlord may also apply all or a part of the deposit to repair and restore the Premises, as authorized under this Agreement, during or upon the termination of the tenancy created by this Lease. In such event Tenant shall, on demand, pay to Landlord a like sum as additional security. Landlord's obligation with respect to the deposit is that of a debtor and not a trustee, and Landlord can co-mingle the security deposit with Landlord's general funds. Landlord shall not be required

to pay Tenant interest, nor shall acceptance of the deposit constitute Landlord's acceptance of this Lease. If Tenant is not in breach at the termination of this Lease, Landlord shall return the deposit to Tenant within sixty (60) days after the termination of this Lease, minus any amounts Landlord has deducted pursuant to this Lease. Security Deposit may not be used as a replacement for monthly rent at any time during the term of this lease.

7. **CONDUCT OF TENANT AND GUESTS**. Tenant shall not violate any legally applicable governmental law or restrictive covenant in the use of the Premises, commit waste, create a nuisance or otherwise interfere with the quiet use and enjoyment of other tenants. Tenant shall be responsible for all costs required to mitigate any nuisance or interference with other tenants. The Tenant, its invitees, agents, and contractors shall not annoy, molest, or interfere with any other tenant or in the absolute discretion of Landlord, may not cause any condition that may interfere with Landlord’s right to lease and/or control the Property.

8. **USE**.

a. Permitted Use. Tenant shall use and occupy the Premises only for the Sole Permitted Use set forth in Section 1(e) and for no other purpose. Landlord and Tenant hereby acknowledge and agree that the foregoing use restriction is an absolute prohibition against a change in use of the Premises, without Landlord’s prior written consent. Tenant shall not overload parking accommodations or services to the Premises. Absolutely no overnight, residential use is permitted. Any illegal activity in the Premises or on the Project grounds is strictly prohibited and is a default under this Lease. Tenant shall not engage in or use the Premises for any of the Prohibited Uses described on **Exhibit F**. Tenant shall not engage in the sale of any item in the common area of the Shopping Center, this includes the sidewalks, parking areas or any other portion of the Shopping Center utilized by multiple tenants. Upon execution of the Lease, Tenant shall immediately remove any of Tenant’s personal property that is located on any portion of the common area of the Shopping Center. Tenant acknowledges that Landlord shall have the right, with or without notice to Tenant, to remove (at Tenant’s cost) and dispose of Tenant’s personal property located in a common area.

b. Occupancy Type. Should any governmental authority require any improvements, modifications, certificates of occupancy, licenses, and/or permits of any kind, including but not limited to, a Conditional Use Permit due to Tenant's use and/or occupancy of the Premises, it shall be provided by Tenant, at Tenant's sole cost and expense. In the event any such governmental authority requires any construction, interior or exterior improvements in order that Tenant be granted its Use Permit, Certificate of Occupancy, or license, any such improvements will be done at Tenant’s sole cost. Tenant and its employees, invitees, contractors, members etc. may not loiter outside the Premises at any time. Overnight lodging at the Premises is strictly prohibited. Apart from routine and reasonable ingress and egress to and from the Premises, all use of the Premises shall be confined to the interior of the Premises only.

c. No Warranty as to Use or Zoning. Tenant hereby acknowledges that Landlord has not made any representation or warranty to Tenant with regard to the suitability of the Premises for Tenant's intended use, or the applicability of any zoning or other land use law, regulations, or other restrictions which may be applicable to Tenant's intended use of the Premises. It is Tenant's sole responsibility to verify and determine the suitability of the Premises for Tenant's intended use, occupancy type and applicability of zoning or other land use law, regulation, or other restrictions prior to lease signing. Tenant acknowledges that past uses of the Premises may no longer be allowed.

d. Hazardous Substance.

(1) Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose use, manufacture, disposal, transportation, handling or release is regulated or monitored by any governmental authority. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil and/or chemicals or any products, by-products or fractions thereof. Tenant shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Landlord and timely compliance (at Tenant's expense) with all applicable laws. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filled with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance which requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may use any ordinary and customary materials reasonably required to be used in the normal course of the agreed Use of Premises, so long as such use is in compliance with all laws, and is not a Reportable Use. Any and all oil, solvents, grease or other Hazardous Substance must be disposed of off-site and in accordance with all applicable environmental regulations.

(2) Duty to Inform Landlord. Tenant immediately shall notify Landlord in writing of: any spill, release, discharge, or disposal of any Hazardous Substance upon, in, or about the Premises.

(3) Tenant Remediation. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Tenant.

(4) Tenant Indemnification. Tenant shall indemnify, defend and hold Landlord, its agents, employees, mortgagees and ground Landlord, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant, its employees, agents, contractors, or invitees. Tenant's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

(5) Other Substances & Tenant’s Obligations Regarding General Upkeep of the Premises. Tenant has an obligation to maintain both the interior of the Premises and any exterior space utilized by Tenant in the scope of its business, which for the purposes of this provision shall be defined to include the areas in front of the Premise’s doors in which Tenant receives or sends shipments, temporarily stores materials, and any exclusive yard space as identified in Tenant’s lease. All such spaces shall be kept in a tidy manner, determined in Landlord’s discretion, consistent with Landlord’s objective to upkeep the Project. In the event that Tenant causes, permits to be caused, or if any of Tenant’s guests, invitees, employees, suppliers or providers cause any spills or disposal of substances not rising to the level of Hazardous Substances, but nonetheless which violate this section, it is Tenant’s responsibility to promptly clean and restore the Premises and any affected exterior areas to their condition prior to such spill or disposal.

9. **SIGNAGE**. All signage shall comply with rules and regulations set forth by Landlord and the governing authority as may be modified from time to time. Current rules and regulations relating to signs are described as follows: (a) Tenant shall place company name or logo on suite window unless sign blank has been provided, (b) if sign blank has been provided, Tenant shall place company name/logo on sign blank only, (c) the sign blank must have a size, shape, composition, design, and color to be specified and approved by Landlord; and (d) the style, and size of the individual company's name may vary on the sign blank, subject to Landlord's written approval. Tenant shall submit a sketch of all proposed signs to the Landlord for written approval. Tenant shall be responsible for the fulfillment of all requirements of these criteria and general specifications at its cost. Tenant shall place no covering (e.g., shades, blinds, curtains, drapes, screens, tinting material, plywood, plastic, cardboard, or window painting), stickers, banners or advertising or display material on or near exterior windows or doors if such materials are visible from the exterior of the Premises, except as noted above, without Landlord's prior written consent.

10. **PERSONAL PROPERTY TAXES**. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed by an appliable

government authority upon Tenant's business operations as well as upon all Tenant's trade fixtures, leasehold improvements, merchandise and other personal property in or about the Premises.

11. **PARKING**. Landlord grants to Tenant and Tenant's customers, suppliers, employees and invitees, a non-exclusive license to use the designated parking areas in the Project for the use of motor vehicles only. Landlord reserves the right to grant similar non-exclusive use to other tenants, to designate specific spaces for the use by particular tenants, and to establish rules and regulations on parking, including some specific rules (but not limited to) the following: (a) all automobiles must be operational and have current license plate tags (no wrecked vehicles); (b) no overnight parking; and no parking of recreational vehicles, boats, trailers, storage trailers or "PODS" and/or inoperative vehicles; (c) the number of automobiles allowed is restricted to the Tenant's prorated share of available parking spaces; (d) Tenant shall keep parking area clean of oil drippings and shall not repair vehicles outside of business unit. (e) parking areas shall not be used for additional storage, (f) overnight parking of any vehicle is strictly prohibited without the prior written permission of Landlord. Any violation of these rules and regulations are subject to the remedies included in Section 23 of this Lease. Tenant may not overburden the parking area or interfere with the rights of other tenants in the Project for parking.

12. **COMMON AREA**. The term "Common Area" means the portion of the Project which has been designated and improved for common use by or for the benefit of more than one tenant of the Project including without limitation, the land and facilities used for parking areas, access and perimeter roads, driveways, roofs, truck passageways, service corridors and stairways providing access to or from the Premises, landscaped areas, park areas, exterior walkways, ramps, interior corridors, directory equipment and signs, common drinking fountains or restrooms, mailboxes and other public facilities if any, but excluding any portion of the Project within the Common Areas when designated by Landlord or non-common use such as HVAC equipment; provided, however that Landlord may at any time subsequently re-designate such portion of the Common Area for common use. All Common Areas shall be subject to the exclusive control and management of Landlord, or its designee. In no event shall Tenant have the right to sell, or solicit business in any manner in the Common Areas without first obtaining Landlord's written consent.

13. **UTILITIES**. Tenant shall directly pay for all gas, heat, light, power, electricity, telephone, water/drainage/sanitary sewer, trash disposal or other service metered, chargeable or provided to the Premises and any surcharges on such utilities. If utilities are not separately metered to the Premises, Landlord may make a reasonable allocation of the utility expenses to the Tenant. In addition, Tenant shall contract with appropriate vendors for gas, heat, light, power, electricity, data, telephone and garbage/trash/recycling removal from Premises at its cost. Tenant agrees to pay all utility bills for which Tenant is responsible on or before the due dates thereof. Tenant shall put its utility services in its name on or before the third day following lease commencement. Failure to do so may result in Landlord billing back Tenant for its usage, which shall be subject to a $100.00 administrative fee per instance. Tenant will be responsible for maintenance, repairs, replacement and theft of the meter service panel for the Premises, all service wire and conduit connecting the Premises 'sub panel, and all wire and conduit distributions throughout the Premises

including lights-plugs-switches-appliances. All Common Areas shall be kept free of garbage, debris, and Tenant garbage bins with the exception of the Tenant's bins on the scheduled garbage pick-up day. Absolutely no construction debris or electronic or chemical waste may be disposed of in trash bins. Any such materials must be disposed of off-site. Tenant shall not overburden any trash receptacles. Should Tenant's water usage exceed usual and customary standard office usage in Landlord's sole discretion, Tenant's water fees will be adjusted accordingly. Any increase in water rate charges over the course of this tenancy will be passed through to Tenant on a pro-rata basis. All interior and exterior hose bibs are locked and not intended for Tenant's use. In the event that Tenant's usage for the Premises necessitates access to an interior or exterior bib, Tenant should inform Landlord prior to the execution of this Lease. Landlord, in Landlord's sole discretion, may in such circumstances install at Tenant's sole cost, a submeter for such a hose bib (if one is already installed within or immediately outside of the Tenant's rental unit), and Tenant is responsible for the additional costs of water consumption as determined based on Tenant's metered per gallon usage. If a submeter is installed, the cost for this additional water usage will be billed to Tenant on a monthly basis payable to Landlord as additional rent. Under no circumstances may Tenant install a hose bib not already located in the Premises, and any violation of this provision shall be a default under this Lease.

14. **CONDITION OF THE PREMISES**. Tenant has thoroughly examined the Premises, including, but not limited, to windows, doors, plumbing facilities, electrical facilities, hot water and cold-water supply, mechanical equipment (including HVAC), building grounds and appurtenances. Tenant acknowledges that all items are in good, operative, sanitary, and satisfactory condition, and Tenant accepts the Premises in its current "As-Is" condition. **TENANT ACKNOWLEDGES THAT NO STATEMENT OR REPRESENTATION AS TO THE PAST, PRESENT, OR FUTURE CONDITION OR REPAIR OF ANY BUILDING OR COMMON AREA OF WHICH THE PREMISES ARE A PART OF HAS BEEN MADE BY OR ON BEHALF OF THE LANDLORD. TENANT SHALL AT ALL TIMES, AT TENANT'S SOLE EXPENSE, MAINTAIN THE PREMISES, ITS EQUIPMENT AND CONTENTS, IN REASONABLY CLEAN, SANITARY AND NEAT CONDITION AND REPAIR. TENANT WAIVES ALL EXPRESS OR IMPLIED WARRANTIES RELATING TO THE CONDITION OF THE PREMISES AND AGREES THAT IT IS NOT RELYING ON ANY EXPRESS OR IMPLIED WARRANTIES. TENANT EXPRESSLY WAIVES ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR THEIR INTENDED USE.**

15. **MAINTENANCE**. Landlord shall maintain the structural parts of the Premises, which shall include only the foundations, bearing walls (BUT NOT any glass, whether interior or exterior), sub-flooring and roof (BUT NOT skylights), the service wire to the electrical distribution center, only exterior plumbing and sewerage systems outside the building (excluding Tenant's negligence), gutters and down spouts on the Project.

Except as provided above, Tenant shall maintain and provide repairs necessary to maintain the Premises in good condition, including, without limitation, repair, upkeep, and replacement of all mechanical equipment including HVAC Systems, maintaining and repairing all walls, floors, ceilings, interior doors, exterior doors (including entryway and roll-up/garage doors), and interior windows, exterior glass, lighting and fixtures as well as damage caused by Tenant, its agents, employees or invitees. Tenant shall maintain and provide repairs necessary to maintain plumbing fixtures, water heaters, mechanical systems, gas, water, drain lines, fires systems and communication systems that supply their unit. If Tenant desires pest control or alarm services, it shall be at Tenant's sole expense. When applicable, all repairs and replacements done by Tenant shall be performed by licensed contractors with general liability insurance and workman's compensation insurance, and with a permit when required by state and local codes. Landlord shall reserve the right to inspect all work and to approve the equipment and materials to be installed prior to work being performed. Tenant must coordinate all access to roof or utility rooms through Landlord.

Repairs and replacement of the air conditioning and heating equipment shall be solely the responsibility of Tenant throughout the entire Term. In addition, Tenant shall, at Tenant's own expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by Landlord for servicing all hot water, heating and air conditioning systems and equipment within the Premises, and shall provide a copy thereof to Landlord. Alternatively, Landlord may at Landlord's option enter into a service contract covering Tenant's HVAC equipment. The cost of said maintenance shall then be billed to the Tenant as Additional Rent

16. **ALTERATIONS**. Tenant shall not paint, wall paper, change locks, install lighting fixtures or otherwise make any structural alterations to the premises without the prior written consent of Landlord based upon the sole discretion of Landlord. Further, Tenant shall not make any structural alterations to the Premises, or to the Project, including any changes to the existing landscaping, without Landlord's prior written consent. Any structural alterations made shall remain on and be surrendered with the Premises upon expiration or termination of the Lease, except that Landlord can elect to require Tenant to remove any alterations which Tenant may have made to the Premises during its tenancy. Tenant shall secure all appropriate governmental approvals and permits, and shall complete such alterations with licensed professionals with due diligence in compliance with applicable laws and codes. All such construction shall be performed in a manner which will not interfere with the quiet enjoyment of other tenants of the Project. Tenant shall pay all costs for such construction and shall keep the Premises and the Project free and clear of all mechanics liens which may result from construction by Tenant.

17. **RELEASE AND INDEMNITY**. As material consideration to Landlord, Tenant agrees that Landlord shall not be liable to Tenant for any damages to Tenant or Tenant's property from any cause, except for damage resulting from Landlord's gross negligence or willful misconduct, and Tenant waives all claims against Landlord for damage to persons or property arising for any reason, except for damage resulting from Landlord's gross negligence or willful misconduct. Tenant shall indemnify and hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on or about the Premises or Tenant's use of the Premises or Tenant's breach of any term of this Lease, except for damage resulting from Landlord's gross negligence or willful misconduct.

18. **INSURANCE**. Tenant, at its cost, shall maintain public liability and property damage insurance and product liability insurance with a single combined liability limit of $1,000,000, insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises. Public liability insurance, product liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 17. On all its personal property, at its cost, Tenant shall maintain a policy of standard fire and extended coverage insurance with vandalism, theft and malicious mischief endorsements and special form coverage on all Tenant's improvements or alterations in the Premises, for replacement of personal property, repair or replacement of HVAC equipment whether or not such equipment is located in the common area, roof top or other location), and the restoration of Tenant's improvements or alterations or Landlord's property. All insurance required to be provided by Tenant under this Lease shall release Landlord from any claims for damages to any person or the Premises and the Project, and to Tenant's fixtures, personal property, improvements and alterations in or on the Premises or the Project, caused by or resulting from risks insured against under any insurance policy carried by Tenant in force at the time of such damage. All insurance required to be provided by Tenant under this Lease (a) shall be issued by insurance companies authorized to do business in the state in which the Premises are located, and (b) shall be issued as a primary policy.Tenant shall deliver a certificate or copy of such policy together with evidence of payment of all current premiums to Landlord prior to occupancy. Tenant's failure to provide evidence of such coverage to Landlord within five (5) business days of written request may, in Landlord's sole discretion, constitute a default under this Lease. Moreover, if Tenant's insurance policy is about to expire or has expired, Tenant must immediately provide Landlord with evidence of insurance renewal or issuance of a new policy that meets the liability requirements detailed above. Tenant shall carry business income and extra expense insurance with limits not less than one hundred percent (100%) of all charges payable by Tenant under this Lease for a period of twelve (12) months. Landlord does NOT insure Tenant for any personal injury or property damage, including that caused by the act or omission of any other tenant or third party or by any criminal act or activity, war, riot, insurrection, fire, or act of God.

19. **FIRE OR CASUALTY**. "Major Damage" means damage by fire or other casualty to the Project or the Premises which causes the Premises or any substantial portion of the Project to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Project to repair. In case of Major Damage, Landlord or Tenant may elect to terminate this lease by notice in writing to Tenant within thirty (30) days after such date. If this lease is not terminated following Major Damage, or if damage occurs which is not Major Damage, Landlord shall, to the extent insurance proceeds are available, promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to tenant improvements or alterations installed by Tenant or for any loss of personal property as referenced in Paragraph 17, or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. If Landlord restores the Premises, and damage was caused in connection with Tenant's use of the Premises or Tenant is otherwise negligent then Tenant or Tenant's insurance company will reimburse all Landlords restoration costs. Provided that the damage was through no fault of Tenant, rent shall be reduced from the date of damage until the date restoration work being

performed by Landlord is substantially complete, with the reduction to be in proportion the area of the Premises not useable by Tenant.

20. **ASSIGNMENT OR SUBLEASE**. Tenant shall not assign or encumber its interest in this Lease or the Premises or sublease all or any part of the Premises or allow any other person, entity to occupy or use all or any part of the Premises without first obtaining Landlord's written consent based upon the sole discretion of Landlord. Any assignment, encumbrance or sublease without Landlord's written consent shall be voidable and at Landlord's election, shall constitute a default.

21. **ESTOPPEL CERTIFICATE**. Within ten (10) days after receipt of an estoppel certificate, Tenant agrees to execute and deliver an estoppel certificate as submitted by Landlord acknowledging: (a) that this Lease is unmodified and in full force and effect (or if there have been any modifications, stating the modifications), (b) the dates, if any, to which the rent and other sums payable hereunder have been paid, and (c) whether there are then existing any defaults under this Lease or any defenses of offsets to the payment of rent and other charges and, if so, specifying the same. Failure to comply shall be deemed Tenant's acknowledgement that the certificate, as submitted by Landlord, is true and correct and may be relied upon by a court of law, the Landlord, a lender, and purchaser of the Premises.

22. **DEFAULT**. The occurrence of any of the following shall constitute a default by Tenant. (a) A failure to pay rent (the term "rent" includes, but is not limited to, base rent, additional rent, late fees, charges for utilities, HVAC or other services owed under this Lease, the administrative charge owed for failure to provide Landlord with a copy of Tenant's current insurance policy meeting Landlord's standards pursuant to Section 18 of this Lease), or other charge owed under this Lease; (b) Failure to occupy and operate the Premises for eighteen consecutive days ("Abandonment"); (c) Failure to perform any other provision of this Lease,(excepting rent payments) within ten (10) days from receipt of written notice from Landlord; (d) any other violation of this Lease identified elsewhere herein as a default; (e) The filing of a voluntary petition by Tenant under any chapter of the United States Bankruptcy Code; or the filing of an involuntary petition by one or more creditors against the Tenant under any chapter of the United States Bankruptcy Code; or the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of all or substantially all of the property of Tenant by any governmental officer or agency pursuant to the statutory authority for the dissolution or liquidation of Tenant; or (f) Tenant's removal or attempt to remove, or manifesting an intention to remove, Tenant's goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rent which may become due during the Lease Term.

23. **LANDLORD'S REMEDIES**. Landlord shall have the following remedies if Tenant is in default (these remedies are not exclusive; they are cumulative and are in addition to any remedies now or later allowed by law or equity, and may be exercised in any combination, alternatively, successively or in any other manner): (a) Landlord may terminate this Lease, and Tenant shall remain liable for all rent and all other obligations under this Lease arising up to the date of such termination and for all liabilities of Tenant for damages arising out of said default and termination; (b) enforce the performance of Tenant's obligations hereunder by injunction or other equitable

relief, which remedy may be exercised upon any actual or threatened default by Tenant, without regard to whether Landlord may have an adequate remedy at law.

24. **LANDLORD'S LIEN AND SECURITY AGREEMENT**. Landlord shall have a Landlord's statutory lien, and in addition thereto Landlord shall have, and Tenant hereby grants unto Landlord, a security interest in all of the goods, wares, furniture, fixtures, trade fixtures, equipment, supplies and other property of Tenant now or hereafter placed in, upon, or about the Premises and all proceeds thereof, as security for all of the obligations of Tenant under this Lease, provided that Tenant shall have the right to make sales of its goods, wares and merchandise to its customers in the normal and regular course of its business conducted in the Premises free and clear of the aforesaid lien and security interest. Tenant shall not remove any of said personal property from the Premises until all of Tenant's obligations under this Lease have been satisfied in full. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession by peaceable means of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made; and at any such sale the Landlord or its assigns may purchase unless otherwise prohibited by law. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Paragraph 24. Any surplus shall be paid to Tenant or as otherwise required by law; and Tenant shall pay any deficiencies forthwith.

25. **ENTRY ON PREMISES**. Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to do any necessary maintenance and to make any restoration to the Premises or the Project; (c) to post "for sale", "for rent" or "for lease" signs during any period; (d) to show the Premises to prospective brokers, agents, buyers, tenants, or persons interested in leasing or purchasing the Premises; or (e) to repair, maintain or improve the Project and to erect scaffolding and protective barricade around and about the Premises but not so as to prevent entry to the Premises and to do any other act or thing necessary for the safety or preservation of the Premises or the Project. Landlord shall not be liable in any manner for any inconvenience, disturbance, and loss of business, nuisance or other damage arising out of Landlord's entry onto the Premises as provided in this Section 25. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Section 25. Landlord shall conduct its activities on the Premises as provided herein in a manner that will minimize the inconvenience, annoyance or disturbance to Tenant. Landlord shall at all times have and retain a key with which to unlock all the doors in, upon and about the Premises, excluding Tenant's vaults and safes. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of the Premises without prior written consent of Landlord. If Landlord gives its consent in writing, Tenant shall furnish Landlord with a key for any such lock.

26. **SUBORDINATION**. This Lease shall be subject to and subordinate to any land sale contracts, mortgages, deeds of trust, deeds to secure debt, ground leases or other security instruments (hereafter collectively referred to as encumbrances) now existing against the Project. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Project (including the underlying land) or any modifications of existing encumbrances to evidence this subordination. Tenant agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any encumbrance, and failing to do so within ten (10) days after written demand does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place, and stead, to do so.

27. **NOTICES**. Any notice, demand, request, consent, statement, certificate, approval or communication desired by either party or required to be given, shall be in writing and served either personally or sent by first class mail or electronic mail with written proof of delivery, addressed as set forth in Section 1. Either party may change its address by notification to the other party. Notice shall be deemed received (i) on the third business day if mailed, (ii) on the date sent by electronic mail, or (3) when actually received if delivered in any other manner.

28. **NO WAIVERS**. In the event Landlord shall by conduct or otherwise waive any one portion or provision of this Lease, it shall not constitute a waiver of any covenant of this Lease. Failure by Landlord to enforce any term hereof or to exercise any right or remedy available to Landlord shall not be deemed a waiver by Landlord of Landlord's rights to enforce such terms. The acceptance of rent by Landlord with knowledge of a breach by Tenant shall not constitute a waiver of Landlord's right to enforce any term in this Lease.

29. **LEGAL FEES/COST OF SUIT**. If either party retains an attorney to enforce this lease, the prevailing party shall be entitled to reasonable attorney’s fees pursuant to O.C.G.A. § 13-1-11 or any other fee-limiting statute) from the non-prevailing party.

30. **SURRENDER OF PREMISES; HOLDING OVER**. Upon expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant improvements and alterations in good condition, clean and rent ready, without the necessity for Landlord to expend money to recondition the unit for a subsequent tenant, and except for alterations Tenant has the right or is obligated to remove under the provisions of this Lease. Burns, stains, odors, holes or tears of any size or kind in the carpeting, drapery, wall coverings or walls, (in either office or warehouse) among other conditions are considered "above and beyond" normal wear and tear. Tenant shall have the carpets professionally cleaned, and patch and paint all holes in walls. Tenant shall ensure that all doors are in operable condition. Tenant shall remove all personal property including, without limitation, all wallpaper, paneling and other decorative improvements or fixtures and shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property before the expiration of the term, including for example, restoring all wall surfaces to their condition prior to the commencement of this Lease. In Tenant’s final rent payment to Landlord prior to vacating, Tenant shall pay Landlord an additional $50 per lock toward the cost of re- keying. Absent a local, state or federal emergency, Landlord can elect to relocate Tenant's personal property not removed from the Premises by Tenant prior to the expiration of the

termTenant shall be liable to Landlord for Landlord's reasonable cost for transfer and storage of Tenant's personal property. If Tenant remains in possession of the Premises after expiration or termination of the term, such holding over, unless otherwise agreed to by Landlord in writing, shall constitute and be construed as a tenancy at sufferance and not a tenancy at will. Tenant shall pay monthly rent during the holdover period in an amount equal to 150% of the rent for the last full calendar month during the regular lease term. During the holdover period, Landlord shall have no maintenance and repair obligations for the Premises and/or Project/Shopping Center.

31. **LIMITATION OF LIABILITY**. THE OBLIGATIONS OF THE PARTIES UNDER THIS LEASE DO NOT CONSTITUTE PERSONAL OBLIGATIONS OF THE INDIVIDUAL MEMBERS, MANAGERS, DIRECTORS, OFFICERS, OR SHAREHOLDERS OF THE PARTIES, AND TENANT SHALL LOOK SOLELY TO THE REAL ESTATE THAT IS THE SUBJECT OF THIS LEASE AND TO NO OTHER ASSETS OF EITHER PARTY FOR SATISFACTION OF ANY LIABILITY IN RESPECT OF THIS LEASE. NEITHER PARTY SHALL SEEK RECOURSE AGAINST THE INDIVIDUAL MEMBERS, MANAGERS, DIRECTORS, OFFICERS, OR SHAREHOLDERS OF EITHER PARTY OR ANY OF THEIR PERSONAL ASSETS FOR SUCH SATISFACTION OR FOR ANY DEFICIENCY JUDGMENT SHOULD EITHER PARTY BE UNABLE TO SATISFY ANY LIABILITY OWED TO IT. NEITHER PARTY SHALL NAME OR SERVE ANY INDIVIDUAL MEMBERS, MANAGERS, DIRECTORS, OFFICERS, OR SHAREHOLDERS OF EITHER PARTY IN ANY PROCEEDING ARISING FROM THIS LEASE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS LEASE FOR ANY CONSEQUENTIAL, SPECIAL, OR OTHER SIMILAR TYPES OF DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FROM LOSS OF BUSINESS OR BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES.

32. <u>FORCE MAJEURE.</u>

a. Both Parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's absolute control which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, pandemics, quarantines, delays, orders, moratoriums or controls, significant tropical disturbances, hurricanes, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

33. **MISCELLANEOUS PROVISIONS**.

a. Time of Essence. Time is of the essence of each provision of this Lease.

b. Successors and Assigns. This Lease shall be binding on and insure to the benefit of the parties and their successors and assigns.

c. Landlord's Consent. Any consent required by Landlord under this Lease must be granted in writing and may be withheld by Landlord in its sole and absolute discretion.

d. Commissions. Each party represents that they have not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner, except for the broker identified in Section 1, who shall be compensated by Landlord.

e. Landlord's Successors. In the event of a sale or conveyance by Landlord of the Project, the same shall operate to release Landlord from any liability under this Lease, and in such event Landlord's successor in interest shall be solely responsible for all obligations of Landlord under this Lease.

f. No Other Terms. Lease and its written "exhibits" specified below constitute the entirety of terms of the tenancy; and supersede any and all prior or contemporaneous verbal agreements and/or understandings. There have been and there are no other representations, promises, or warranties regarding the tenancy property or the tenancy that have been made by Landlord or anyone else to Tenant. No alteration or modification of this Lease will be valid unless it is in writing and signed by Tenant(s) and Landlord/Authorized Agent for Landlord.

g. Joint and Several Liability. It is agreed and understood that each tenant listed on this Lease is individually, personally, jointly, and severally responsible for strict performance of every covenant and condition of this Lease regardless of whether the particular tenant has vacated the premises.

h. **APPLICABLE LAW, SUBMISSION TO JURISDICTION, SELECTION OF FORUM AND WAIVER OF JURY TRIAL AND COUNTERCLAIMS.** This Lease shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State in which the Premises is located without regard to the conflict of law principles thereof. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Lease, or in respect of the transactions contemplated thereby, whether in tort or contract or at law or in equity, exclusively in the State, Superior or Magistrate Court of Cobb County, Georgia (the "Chosen Court"). Solely in connection with such actions, proceedings and claims, the parties irrevocably submit to the lawful jurisdiction of the Chosen Court.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS LEASE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED BY THIS LEASE. Each party certifies and acknowledges that (i) no representative, agent or attorney of any other party represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each party understands and has considered the implications of this waiver, (iii) each party makes this waiver voluntarily, and (iv) each party has been induced to enter into this Lease by, among other things, the mutual waivers and certifications in this section.

i. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy and sale and not assignable by Tenant except by Landlord's consent.

j. Confidentiality: The Parties acknowledge and agree that Tenant is a local government and shall be subject to disclosures at set forth under applicable laws, including the Georgia Open Records Act.

k. Limitation of Landlord's Liability. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Project, and Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies, which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord. Notwithstanding anything to the contrary contained in this Lease, in the event Landlord sells, assigns, transfers or conveys its interest in the Land, Landlord shall have no liability for any acts or omissions that occur after the date of said sale, assignment, transfer or conveyance.

l. Any heading preceding the text of several paragraphs and subparagraphs hereof are inserted solely for the convenience of the reference and shall not constitute a part of this Lease nor shall any of the same affect its meaning construction, or effect.

m. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

34. **LIENS: CONTRACTORS', MECHANICS' OR OTHER.** In the event Tenant contracts for any improvements with an outside third party contractor for goods or services on or in the Premises on Tenant's behalf, and does not pay its contractor in a timely manner such that Landlord receives a lien notice from or on behalf of Tenant's contractor, then Landlord shall have the right in Landlord's sole discretion to charge Tenant an administrative fee up to $1,500.00 for the administrative work involved in managing, monitoring and disposing of the lien. This fee shall be considered additional rent, due and payable upon Landlord's written demand. In the event that Landlord receives a pre-lien notice related to Tenant's failure to pay its outstanding debt, Tenant shall provide Landlord with proof of payment of its debt to which the pre-lien notice refers within fourteen (14) days after written notification from Landlord of Landlord's receipt of the pre-lien notice. Failure to do so shall be considered a default under this Lease and Landlord shall be entitled to all remedies provided to it under the Lease and applicable law, including a reasonable administrative fee, as determined in Landlord's sole discretion. Under no circumstances should Tenant fail to pay a contractor such that a lien is placed on Landlord's property. Should this occur, this shall be considered a default under this Lease and Landlord shall be entitled to all remedies provided to it under the Lease and applicable law. Tenant shall also immediately take any and all necessary steps to clear any liens on Landlord's property caused by Tenant's actions and provide Landlord with written evidence of the lien release.

35. **TENANT'S LIABILITY FOR WITHHOLDING LAST MONTH'S RENT**. Tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.

36. **TENANT ENTITY FORMATION/SIGNATORY'S AUTHORITY**. By executing this Lease, the undersigned individuals signing on behalf of the Parties do hereby represent that their respective party is duly formed, in good standing, and registered to conduct business.

37. **ENTIRE AGREEMENT**. Time is of the essence. This Agreement, which together with any exhibits, addenda or amendments, constitutes the entire contract between the parties. It is intended as a final expression of the parties 'agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. Any changes to this agreement must be in writing. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

38. **<u>ANTI-TERRORISM REPRESENTATIONS.</u>**

a. Tenant is not, and shall not during the term of the Agreement become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively "Prohibited Persons").

b. Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises. Tenant will not in the future during the term of the Agreement engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises.

c. Breach of these representations constitutes a material breach of this Lease and shall entitle Landlord to any and all remedies available hereunder, or at law or in equity.

39. **HOURS OF OPERATION**. Tenant's approved hours of operation:

Sunday - Saturday - 7 AM - 10 PM

40. **EXHIBITS**: Exhibits A, B, C, D, E, are attached hereto and made a part hereof.

The parties hereto have executed this Lease on the dates specified below.

LANDLORD:

MCRE MANAGEMENT PARTNERS, LLC

By:____
Thomas Wouters, Manager

Date of Signature: ___________________________

Witness: ____________________________________

TENANT:

CITY OF MABLETON, GEORGIA

By:_______________________________________
Michael Owens, Mayor

Date of Signature: ___________________________

Attested by: ________________________________
Susan Hiott, City Clerk

Approved as to form by:

____
Emilia Walker-Ashby, Interim City Attorney

All Checks made payable to:

MCRE MANAGEMENT PARTNERS, LLC
4311 WEST LOVERS LANE, SUITE 100
DALLAS, TEXAS 75209

EXHIBIT A

SITE PLAN – APPROXIMATE LOCATION OF PREMISES (Suite 136)

EXHIBIT B

DESCRIPTION OF THE PROJECT

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156, EIGHTEENTH DISTRICT, SECOND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST RIGHT OF WAY OF GORDON ROAD (N/K/A MABLETON PARKWAY) A/K/A GEORGIA HIGHWAY 139, 146.64 FEET SOUTHEASTERLY OF RIGHT OF WAY MONUMENT LOCATED AT NORTHWEST INTERSECTION OF LYNN CIRCLE AND GORDON ROAD AS MEASURED ALONG SOUTHWEST RIGHT OF WAY OF GORDON ROAD; THENCE SOUTH 34 DEGREES 18 MINUTES 29 SECONDS EAST ALONG SOUTHWEST RIGHT OF WAY OF GORDON ROAD 144.60 TO A POINT; THENCE CONTINUING IN A SOUTHEASTERLY DIRECTION ALONG SOUTHWESTERLY RIGHT OF WAY OF GORDON ROAD, WITH A RADIUS OF 1,684.17 FEET A DISTANCE OF 284.95 FEET TO A POINT WHICH IS LOCATED 194.23 FEET NORTHWESTERLY OF INTERSECTION OF NORTH RIGHT OF WAY OF BOGGS ROAD WITH SOUTHWESTERLY RIGHT OF WAY OF GORDON ROAD; THENCE RUNNING NORTH 87 DEGREES 28 MINUTES 47 SECONDS WEST 250.34 FEET TO A POINT; THENCE RUNNING NORTH 30 DEGREES 04 MINUTES 18 SECONDS WEST 325.30 FEET TO A POINT; THENCE RUNNING NORTH 69 DEGREES 06 MINUTES 27 SECONDS EAST 196.77 FEET TO A POINT ON SOUTHWESTERLY RIGHT OF WAY OF GORDON ROAD AT THE POINT OF BEGINNING.

ALL AS WILL MORE CLEARLY BE SHOWN ON PLAT OF SURVEY PREPARED FOR M. J. WESTMORELAND DATED 12/12/90; SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE.
SAID PROPERTY ACCORDING TO PRESENT NUMBERING SYSTEM OF COBB COUNTY, GEORGIA, BEING KNOWN AS 6100 MABLETON PARKWAY, MABLETON, GEORGIA; AND SAID PROPERTY BEING KNOWN AS MICKEY'S MARKET PLACE.

AS SURVEYED

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156, EIGHTEENTH DISTRICT, SECOND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN SET ON THE SOUTHWEST RIGHT OF WAY OF GORDON ROAD (N/K/A MABLETON PARKWAY) A/K/A GEORGIA HIGHWAY 139, 146.64 FEET SOUTHEASTERLY OF RIGHT OF WAY MONUMENT LOCATED AT NORTHWEST INTERSECTION OF LYNN CIRCLE AND GORDON ROAD AS MEASURED ALONG SOUTHWEST RIGHT OF WAY OF GORDON ROAD; THENCE SOUTH 34 DEGREES 43 MINUTES 00 SECONDS EAST ALONG SOUTHWEST RIGHT OF WAY OF GORDON ROAD 144.60 FEET TO A POINT; THENCE CONTINUING IN A SOUTHEASTERLY DIRECTION ALONG SOUTHWESTERLY RIGHT OF WAY OF GORDON ROAD ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1,684.17 FEET A DISTANCE OF 284.95 FEET (SAID CHORD HAVING A BEARING OF SOUTH 31 DEGREES 41 MINUTES 08 SECONDS EAST A DISTANCE OF 284.62 FEET) TO A NAIL SET WHICH IS LOCATED 194.23 FEET NORTHWESTERLY OF INTERSECTION OF NORTH RIGHT OF WAY OF BOGGS ROAD WITH SOUTHWESTERLY RIGHT OF WAY OF GORDON ROAD; THENCE LEAVING AFOREMENTIONED RIGHT OF WAY AND RUNNING NORTH 87 DEGREES 53 MINUTES 18 SECONDS WEST 250.34 FEET TO A 2" OPEN TOP PIPE; THENCE RUNNING NORTH 30 DEGREES 28 MINUTES 49 SECONDS WEST 325.30 FEET TO A 1/2" IRON PIN SET; THENCE RUNNING NORTH 68 DEGREES 41 MINUTES 56 SECONDS EAST 196.77 FEET TO A 1/2" IRON PIN SET ON SOUTHWESTERLY RIGHT OF WAY OF GORDON ROAD AND THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 77,918 SQUARE FEET OR 1.789 ACRES AND BEING MORE PARTICULARLY DESCRIBED AND SHOWN ON ALTA/NSPS LAND TITLE SURVEY PREPARED FOR MURCHISON PROPERTIES BY SURVEY SYSTEMS & ASSOC., INC., DATED 7-17-2017.

EXHIBIT C

ADDITIONAL PROVISIONS

COLLECTION POLICY

Notwithstanding anything herein to the contrary, rent is due on the 1st of each month.

If the rent is not received per this Lease, Landlord may immediately pursue all collection rights including turning all Rent collection to the Landlord's attorney.

Landlord may pursue all legal remedies including but not limited, to collection of all past due balances, penalty and late fees, reasonable costs for legal collections and possibly eviction of Tenant.

If any rent payment check is returned insufficient funds then Landlord may require all future rental payments to be paid by either cashier's check or money order.

INSURANCE: If Tenant fails to provide sufficient evidence to Landlord that Tenant has complied with Tenant's insurance requirements, Tenant authorizes Landlord to purchase insurance on Tenant's behalf and to add this insurance cost to the Rent.

TRASH COLLECTION: Tenant shall contract with a trash collection company for the collection of all of Tenant's trash and restaurant waste.

NEIGHBORING TENANT RELATIONS: Landlord is not responsible for the actions of any other tenant located in the Shopping Center. Any grievance between Tenant and another tenant is solely between Tenant and other tenant. Additionally, Tenant shall not create nuisance to any other tenant. Should Tenant's actions result in costs to Landlord, then tenant shall pay all costs including legal defense of Landlord.

Exhibit D

Shopping Center Rules and Regulations

1. Parking spaces are only for automobiles and motorcycles. Trucks and trailers are not allowed for extended parking beyond two hours. Trucks and trailers are only to access the front lot for timely loading otherwise all trucks and trailers are to be parked in the rear parking lot. Fire lanes are not to be obstructed. Inoperable vehicles of any kind will be towed at owner's expense if left on front lot for over twenty-four hours.

2. Sidewalks, doorways, vestibules, corridors, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises and for going from or to another part of the Shopping Center.

3. All signage must be preapproved in writing by Landlord and conform to government requirements. Banners may be used for grand openings and special events. Permission for banners must be authorized by Landlord and government rules/statutes.

4. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other parts of the Shopping Center except of such color, size and style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted in any part of the Premises except by the Shopping Center maintenance personnel, nor shall any part of the Shopping Center be defaced by Tenant.

5. Tenant shall not place any additional lock or locks on any doors that obstruct emergency access.

6. Tenant, in its capacity as an employer, shall establish -- and shall use reasonable measures to enforce -- a policy for its employees, which prohibits firearms (including, but not limited to, concealed handguns) in the Shopping Center and the Premises, with exception of law enforcement officers and personnel.

7. Tenant shall cooperate with Landlord's employees in keeping its Premises including storefront exterior neat and clean.

8. Should Tenant require internet, telephonic, or other communication service, Landlord will direct the installer proper locations for exterior or rooftop installation.

9. Tenant shall not make or permit any improper odors or noises in the Shopping Center or otherwise interfere in any way with other tenants or persons having business with them.

10. Nothing trash or debris shall be swept or thrown into the common areas. Tenants shall dispose of trash in commercial dumpsters.

11. Tenant shall not use or keep in the Shopping Center any flammable or explosive fluid or substance.

12. No portion of the Premises shall at any time be used or occupied as sleeping or lodging quarters.

13. Tenants shall comply with all governmental statutes.

14. Landlord reserves the right to rescind any of these rules and regulations under this Exhibit, and to make such other and further reasonable rules and regulations as in its judgment shall from time to time be advisable for the safety, protection, care and cleanliness of the Shopping Center, the use and operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon Tenant in like manner as if originally herein prescribed; provided, however, that no new rules or regulations shall deprive Tenant of any rights and privileges expressly granted to Tenant pursuant to this Lease.

EXHIBIT E

In addition to and not in limitation of any of the provisions of the Lease, Tenant agrees that it shall not use the Premises for the following:

1. Any use which is a public or private nuisance, or any use which creates vibrations or offensive odors which are noticeable outside of any building in the Shopping Center. or any noise or sound which can be heard outside of any building in the Shopping Center and which is offensive due to intermittency. beat, frequency, shrillness or loudness; excepting only low decibel outdoor music systems in outside seating areas, if any, approved by Landlord;

2. Any flashing lights, strobe lights, searchlights, or video screens (provided interior video screens not visible from the exterior shall be permitted);

3. Any operation primarily used as a warehouse operation (which shall not include storage incidental to a retail operation conducted on the same premises), any manufacturing, assembling, distilling, refining, smelting agricultural or mining operation (except for such manufacturing which is incidental to predominantly retail use) a factory, any industrial operation, any processing or rendering plant, or any lumber yard;

4. The sale, rental or storage of guns, firearms, ammunition, explosives or other unusually hazardous materials (other than materials sold or used in the normal course of a tenant's business, provided that the same are handled in accordance with all governmental rules, regulations and requirements applicable thereto) (and pawn shops shall be expressly permitted);

5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage containers provided by a trash hauler and approved by City of Mableton/Cobb County) which are appropriately screened from public view and located in the rear of any building);

6. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of Tenant to determine its own selling, prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales or legitimate going out of business sales);

7. Any central laundry or dry-cleaning plant;

8. Any automobile and/or gas and/or service station or car wash, or any automobile, truck, van, trailer, boat mobile home or recreational vehicle sales, leasing, display or repair facility. including without limitation any tire and accessory facility (excluding a national or regional franchise auto-parts store like Advance Auto or Midas Muffler);

9. Any living quarters, sleeping apartments or lodging rooms;

10. Any veterinary hospital or animal raising facilities (excluding any veterinary clinic treating only domesticated animals which does not board animals or a veterinary clinic which is a part of a pet shop);

11. Any funeral parlor or mortuary;

12. Selling or exhibiting pornographic materials; any adult bookstore or other similar establishment where minors are not permitted, selling or exhibiting paraphernalia for use with illicit drugs; any so called "head shop"'; or any adult bookstore, adult video store or adult movie theater, except that this restriction shall not preclude the sale or rental of adult books or videos as an incidental part of the business of bona fide book or video store or rental store (or book or video department of a store);

13. Any massage parlor (excluding any state-licensed massage therapist), topless club, strip joint, exotic or erotic dance clubs;

14. Any flea market, junk yard, carnival, shooting gallery, bingo parlor or off-track betting parlor or other gambling operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines. video poker/black-jack/keno machines or similar devices;

15. Any auditorium, meeting hall, church, temple, synagogue or other house of worship, or similar place of general public assemb1y;

16. Pool or billiard halls, amusement park, bowling alleys, ice or roller skating rinks, or other entertainment facilities;

17. Dance or music hall "disco", nightclubs, or discotheques;

18. Video or game centers or arcades, provided that the foregoing shall not be deemed to limit or restrict pinball machines. electronic games, and other similar coin operated amusement machines which are incidental to the operation of any other permitted use;

19. Psychic, tarot card reading or similar services; and

20. Bail Bondsman.

21. A retail variety store selling general merchandise including food and beverages.