

Chief Executive Officer  
Michael Thurmond

## DEPARTMENT OF PLANNING & SUSTAINABILITY

Interim Director  
Cedric Hudson

### ZONING BOARD OF APPEALS APPLICATION FOR PUBLIC HEARING (VARIANCES, SPECIAL EXCEPTIONS, APPEALS OF ADMINISTRATIVE DECISIONS)

Applicant and/or  
Authorized Representative: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone Home: \_\_\_\_\_ Business: \_\_\_\_\_

#### OWNER OF RECORD OF SUBJECT PROPERTY

Owner: \_\_\_\_\_

Address (Mailing): \_\_\_\_\_

Email: \_\_\_\_\_ Telephone Home: \_\_\_\_\_ Business: \_\_\_\_\_

#### ADDRESS/LOCATION OF SUBJECT PROPERTY

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

District(s): \_\_\_\_\_ Land Lot(s): \_\_\_\_\_ Block: \_\_\_\_\_ Parcel: \_\_\_\_\_

Zoning Classification: \_\_\_\_\_ Commission District & Super District: \_\_\_\_\_

#### CHECK TYPE OF HEARING REQUESTED:

\_\_\_\_\_ VARIANCE (From Development Standards causing undue hardship upon owners of property.)

\_\_\_\_\_ SPECIAL EXCEPTIONS (To reduce or waive off-street parking or loading space requirements.)

\_\_\_\_\_ OFFICIAL APPEAL OF ADMINISTRATIVE DECISIONS.

**\*PLEASE REVIEW THE FILING GUIDELINES ON PAGE 4. FAILURE TO FOLLOW GUIDELINES MAY RESULT IN SCHEDULING DELAYS.\***

Email [plansustain@dekalbcountyga.gov](mailto:plansustain@dekalbcountyga.gov) with any questions.

---

**DEPARTMENT OF PLANNING & SUSTAINABILITY**

---

**ZONING BOARD OF APPEALS APPLICATION**

**AUTHORIZATION OF THE PROPERTY OWNER**

I hereby authorize the staff and members of the Zoning Board of Appeals to inspect the premises of the Subject Property.

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property subject to the application.

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

Applicant  
Signature:



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

Applicant  
Signature:

\_\_\_\_\_

**DEPARTMENT OF PLANNING & SUSTAINABILITY**

---

**ZONING BOARD OF APPEALS APPLICATION**

**AUTHORIZATION TO REPRESENT THE PROPERTY OWNER**

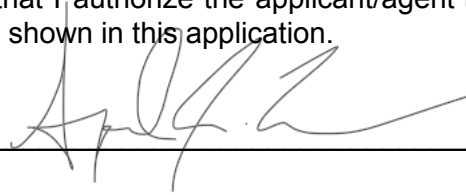
I hereby authorize the staff and members of the Zoning Board of Appeals to inspect the premises of the Subject Property.

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property and that I authorize the applicant/agent to apply for a hearing to the Zoning Board of Appeals for the requests as shown in this application.

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

Applicant/Agent  
Signature: \_\_\_\_\_



TO WHOM IT MAY CONCERN:

(I)/ (WE): \_\_\_\_\_  
(Name of Owners)

being (owner/owners) of the property described below or attached hereby delegate authority to the above signed agent/applicant.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Owner Signature

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made and entered into this 14<sup>th</sup> day of July 2025 (the “Commencement Date”) by and between **OCP 3000 ND, LLC**, a Georgia limited liability company (“Landlord”), and **Undisputed Physiques LLC**, a Georgia limited liability company (“Tenant”).

**1. PREMISES.** Landlord hereby rents and leases to Tenant, and Tenant hereby rents and leases from Landlord, that certain warehouse/office building comprising approximately 15,242 rentable square feet known having an address of 3000 N. Decatur Road, Decatur, Georgia 30033 (interchangeably throughout this Lease, the “Premises” or “Building”). The Premises are more particularly shown on the floor plan attached hereto and incorporated herein as Exhibit “A”. The Building comprises certain improved real property as more particularly shown on the site plan attached hereto and incorporated herein as Exhibit “B-1”. The Building, and the land upon which the Building is located, is more particularly described on Exhibit “B-2” attached hereto and incorporated herein (collectively, the “Property”). Subject to the provisions of this Lease, the Premises shall include the appurtenant right to the use, in common with others, the parking lots, paved areas, driveways, access ways (including all means of ingress and egress), sidewalks, landscaping, stairways, elevators, lobbies, entrances, stairs, corridors, and other interior or exterior areas which are for the general use, convenience and benefit of the tenants of the Building or which are open to the public (collectively, the “Common Areas”). The Common Areas shall not include any portion of the structural elements of the Building or other improved structure comprising the Property, or any of the equipment serving the same.

**2. TERM.** The term of this Lease (the “Term”) shall commence on the Commencement Date and end at 11:59 pm on the last day of the one hundred twentieth (120<sup>th</sup>) full calendar month following the Rent Commencement Date (defined herein), unless sooner terminated as hereinafter provided. The Rent Commencement Date (or “RCD”) shall be the earlier of (i) the date Tenant occupies the Premises or any portion thereof for the conduct of Tenant’s business, or (ii) January 1, 2026. Following completion of the Tenant Work (defined in Section 2 of Exhibit “E”), Landlord may, in Landlord’s discretion, deliver a Rent Commencement Date Certificate substantially in the form attached hereto and incorporated herein as Exhibit “C” confirming the exact date of the Rent Commencement Date and expiration date of the Term, which Tenant shall execute and return to Landlord no later than ten (10) days following receipt thereof. Should Tenant fail to return same within said time period, Landlord may execute the certificate on Tenant’s behalf as Tenant’s designated attorney-in-fact for such purpose, and such Rent Commencement Date identified in the certificate shall be binding upon Tenant.

**3. RENT.**

(a) **Base Rent.** On and after the Rent Commencement Date, Tenant shall pay to Landlord without demand, deduction or setoff, a monthly rental for each month of the Term in the amounts set forth in the chart below (the “Base Rent”). All payments shall be made via electronic funds transfer (EFT) or credit card through a payment processing portal (the “PPP”) payment management system; provided, however, that Landlord reserves the right, with reasonable notice to Tenant, to designate a different means of payment, including, without limitation, delivering payments hereunder to Landlord at Landlord’s address set forth Section 20(g) of this Lease or at such other address or place as Landlord may specify. Landlord shall provide Tenant with the means to access and use the PPP on or prior to the full execution and delivery of this Lease. Base Rent shall be due and payable in advance on the first (1<sup>st</sup>) day of each calendar month during the Term; provided that if the Rent Commencement Date is any day other than the first (1<sup>st</sup>) of a calendar month, Base Rent will be pro-rated for that partial month and will be due on the first (1<sup>st</sup>) day of the next calendar month, and the first “Year” as defined in the rental schedule below shall be that period of time running from the Rent Commencement Date through the end of the twelfth (12<sup>th</sup>) full calendar month

thereafter, and each successive “Year” shall be and include the twelve (12) full calendar months following the expiration of the prior “Year”. All increases in Base Rent shall occur on the first (1<sup>st</sup>) day of the month following each twelve (12) full calendar month period.

<i>Period</i>	<i>Monthly Base Rent</i>	<i>Annual Base Rent</i>
Year 1	\$19,052.50	\$228,630.00
Year 2	\$19,624.08	\$235,488.90
Year 3	\$20,212.80	\$242,553.57
Year 4	\$20,819.18	\$249,830.17
Year 5	\$21,443.76	\$257,325.08
Year 6	\$22,087.07	\$265,044.83
Year 7	\$22,749.68	\$272,996.18
Year 8	\$23,432.17	\$281,186.06
Year 9	\$24,135.14	\$289,621.64
Year 10	\$24,859.19	\$298,310.29

(b) Pass-Through Expenses. Commencing on October 1, 2025, Tenant shall pay the Pass-Through Expenses, as such term is defined in Exhibit “D” attached hereto and incorporated herein by reference, to Landlord as provided in said Exhibit “D”. Initial estimated Pass-Through Expenses are \$5,080.67 per month (\$4.00 psf). Monthly estimated Pass-Through Expenses shall be due and payable in advance on the first (1<sup>st</sup>) day of each calendar month during the Term; provided that if the Rent Commencement Date is any day other than the first (1<sup>st</sup>) of a calendar month, monthly estimated Pass-Through Expenses will be pro-rated for that partial month and will be due on the first (1<sup>st</sup>) day of the next calendar month.

(c) Additional Rent. “Additional Rent” shall mean and include any and all amounts due from Tenant hereunder other than the Base Rent, including, without limitation, Pass-Through Expenses and any late fees or other charges due under this Lease. Tenant shall pay Additional Rent to Landlord as provided in this Lease. The term “Rent” as used herein shall mean Base Rent and Additional Rent. Rent for any partial month shall be prorated and shall be due on the first (1<sup>st</sup>) day of the next calendar month.

(d) Prepaid Rent. Initial Base Rent and Additional Rent relating to the first full calendar month following the Rent Commencement Date, in the total amount of **\$24,133.17** (the “Prepaid Rent”) shall be due and payable by Tenant on the Commencement Date with its execution and delivery of this Lease.

**4. DELIVERY OF THE PREMISES.** Except for the Landlord Work required to prepare the initial Premises condition, if any, as described in Exhibit “E” attached hereto and incorporated herein, Landlord shall have no obligation to perform or cause the performance of construction of any improvements to the Premises prior to or following delivery thereof to Tenant. Tenant shall accept possession of the Premises upon Landlord’s tender of possession thereof to Tenant on the Commencement Date with the Landlord Work, if any, substantially completed, and Tenant shall diligently perform Tenant’s Work (as such term is defined in Exhibit “E”), if any, required to be performed by Tenant pursuant to the terms and conditions set forth in said Exhibit “E”, and install its fixtures, furniture and equipment. Tenant shall pay all utility and similar costs incurred in performing Tenant’s Work. By initiating Tenant’s Work in the Premises (or if no Tenant’s Work is to be performed by Tenant, then by occupying the Premises), Tenant shall be deemed to have accepted the Premises in their condition as of the date of such initiation of Tenant’s Work (or the date of such occupancy, as the case may be), subject, however, to the completion of the remaining items of

Landlord Work not comprising the Initial Landlord Work. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; provided, that if the delay is due to any reason other than delay in the completion of the Landlord Work caused by Tenant or Tenant's agents, employees, licensees, or contractors, the Commencement Date shall be postponed until the date which Landlord has advised Tenant is the date that Landlord can deliver the Premises to Tenant with the Landlord Work substantially completed, and Tenant agrees that Tenant shall have no claims for damage of any kind against Landlord for Landlord's failure to tender possession on the Commencement Date; or, if the delay is caused by or results from the acts or omissions of Tenant, or Tenant's agents, employees, licensees, or contractors, the Commencement Date shall not be postponed, and the Term and Tenant's obligation to pay Rent shall commence as if the Commencement Date was not delayed. The taking of possession of any portion of the Premises by Tenant shall be conclusive evidence that Tenant has inspected the Premises and accepts the same "as is" and that the Premises and the Building are in good and satisfactory condition for Tenant's use.

**5. USE; SIGNAGE.** Tenant shall use the Premises only for the operation of a personal fitness facility and gym, and for no other purposes. The Premises shall not be used for any illegal purposes; for the sale or serving of any alcoholic beverages at the Premises whatsoever; to create any nuisance or trespass or impair the reputation of the Building or Property; or to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall comply with the rules and regulations of Landlord (the "Rules") as set forth in Exhibit "F" attached hereto and incorporated herein, and this Lease and Tenant's use of the Premises shall at all times be subject and subordinate to all covenants and restrictions of record pertaining to the Building or Property. Landlord reserves the right, at any time, to amend or add to such rules and regulations in Landlord's sole discretion. In addition, and notwithstanding anything contained herein to the contrary, in no event shall Tenant's use of the Premises violate any exclusive rights of other occupants of the Building or any prohibited uses as set forth on Exhibit "F-1" attached hereto, and Tenant agrees to promptly remove or reduce the square footage or display of any given item in violation of the foregoing if requested to do so by Landlord.

Tenant may install exterior signage above the entrance to Tenant's Premises; provided, however, that no new or existing sign or display shall be erected, placed or painted in or about the Premises or Building except those signs or displays approved by Landlord in Landlord's sole discretion and in writing. Landlord has the right to remove any signs or displays not approved by it and to recover from Tenant the cost of such removal. Any approved signage and displays installed by Tenant pursuant to this Section shall be in accordance with local ordinances controlling same and any other applicable laws, rules, and regulations, and at Tenant's sole expense and cost. Signage design and location shall adhere at all times to community policies established by Landlord.

**6. TENANT'S OPERATIONS.** Tenant agrees to open for business on or before the Rent Commencement Date, fully fixtured, stocked, and staffed and to continuously conduct in one hundred percent (100%) of the Premises the business described in Section 5 above, or, at least, in any event, no less than five (5) days a week for at least thirty (30) hours during the hours of 8:00AM to 5:00PM (the "Normal Business Hours") (excluding nationally recognized holidays) during the Term of this Lease and any renewal or extension thereof, except where Tenant is prevented from doing so by casualty or force majeure (as such term defined in Section 20(h) below); provided, however, that in no event shall Tenant open for business to the public earlier than 6:00 a.m. or later than 11:00 p.m. on any day of the week.

**7. CARE OF THE PREMISES.**

(a) Landlord's Repairs. Landlord shall keep the Common Areas of the Building and the foundations, roof, and structural portions of the outer walls of the Premises and Building in good repair,

except for repairs required thereto by reason of the acts of Tenant, Tenant's employees, agents, invitees, licensees, or contractors, for which Tenant shall reimburse Landlord. Notwithstanding anything herein to the contrary, some or all of these repairs will be subject to inclusion in Operating Expenses (as such term is defined in Exhibit "D"). Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant following which Landlord shall have a reasonable time to undertake and complete such repairs. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which events the obligations of Landlord shall be controlled by either Section 10 or Section 11 hereof. It is expressly understood that Landlord shall not be responsible for any portions of the Premises constructed by Tenant or any prior occupant of the Premises.

Notwithstanding any other provisions herein, Landlord shall not be liable to Tenant for any damage caused by plumbing, electrical, gas, water, steam or other utility pipes, systems or facilities or by the bursting, stopping, leaking or running of any tank, sprinkler, washstand, water closet or pipes in or about the Premises, the Building, or the Property; nor for any damage occasioned by water being upon or coming through or around the roof or any flashing, window, skylight, vent, door, or the like unless directly resulting from Landlord's act or willful neglect after reasonable notice; nor for any damage arising out of any acts or neglect of co-tenants, other occupants of the Building, occupants of adjacent property or the public.

(b) Tenant's Repairs. Tenant shall keep the Premises and any fixtures, facilities, signs or equipment contained therein, in good condition and repair, including, but not limited to, exterior and interior portions of all doors, door checks and operations, windows, plate glass, and showcases surrounding the Premises, the heating and air conditioning system (HVAC), electrical, plumbing and sewer systems in the Premises and serving the Premises, fire alarm system and fire sprinkler system including, without limitation, monitoring, testing and operating charges, landscaping maintenance and repair, the exterior doors, window frames, and all portions of the store front area, and shall make any replacements thereof and of all broken and/or cracked plate and window glass which may become necessary during the Term of this Lease, and any renewals thereof. In connection with Tenant's obligation to maintain the HVAC system servicing the Premises, Tenant shall, during the Term of this Lease, and any renewals thereof, at its sole cost and expense, maintain a service contract for the routine performance of standard HVAC system maintenance, including but not limited to, periodic replacement of filters, oiling of mechanical components and not less than quarterly inspections for wear and tear. Landlord reserves the right to designate an HVAC contractor with whom Tenant shall contract for such routine HVAC maintenance so long as the fee charged by Landlord's designated contractor shall be the same or less than the fee charged by Tenant's contractor for similar services. Tenant shall also keep in force at all times during the Term a standard rodent and pest control and extermination agreement with a reputable licensed professional(s) which requires at least monthly inspection and treatment. If Tenant fails to commence or complete any maintenance or repairs promptly and adequately, Landlord may make or complete said maintenance or repairs and Tenant shall pay the cost thereof to Landlord upon demand, together with the sum of ten percent (10%) of said costs for overhead and an additional sum equal to ten percent (10%) of said amount for profit.

(c) Alterations. Tenant will not, without Landlord's prior written consent, which consent may be withheld for any reason whatsoever in Landlord's sole and absolute discretion, make alterations or improvements in or about the Premises. Any alterations which may be permitted by Landlord shall be based upon plans and specifications submitted by Tenant and approved by Landlord and upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and ordinances and in a good and workmanlike manner, and shall fully and completely indemnify Landlord, its managing agent, and Landlord's lender against any mechanic's lien or other liens or claims in connection with the making of such alterations, additions, or improvements. Tenant shall promptly repair any damages to the Premises, or to the Building of which the Premises are a part, caused by any alterations, additions or improvements to the Premises by Tenant. All alterations or improvements shall become the property of Landlord at the

expiration or earlier termination of this Lease, unless Landlord elects to require Tenant, at Tenant's expense, to remove any alterations or improvements made to the Premises by Tenant. Landlord may assess an administrative and legal processing fee to cover Landlord's review of materials for any proposed alteration, addition or improvement.

(d) Expiration of Term. All property of Tenant remaining in the Premises after the expiration or termination of this Lease shall be conclusively deemed to be abandoned and shall at the election of Landlord become the property of Landlord, and Landlord may dispose of such property as Landlord desires without liability to Tenant. Tenant shall reimburse Landlord for the cost of removing, storing and disposing of such property. At the expiration or sooner termination of the Term, Tenant shall deliver the Premises broom-clean back to Landlord in the same state as Landlord delivered same to Tenant on the Commencement Date, subject to normal wear and tear and with any improvements or alterations previously approved by Landlord and intended to remain on or as part of the Premises.

(e) Liens. Tenant shall within ten (10) days of Tenant's notice of the filing, promptly remove any lien or claim of lien for material or labor claimed against the Premises, the Building, or the Property, or any of them, if such claim should arise as a result of the actual or alleged acts or omissions of Tenant, and Tenant shall and does hereby indemnify and hold harmless Landlord from and against any and all claims, loss, cost, damage, expense or liabilities including, but not limited to, reasonable attorney's fees, incurred by Landlord, as a result of or in any way related to such claims or such liens.

(f) Personal Property at Risk. All personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant. Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.

(g) Legal Compliance. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises, including, without limitation, The Americans With Disabilities Act of 1990 (the "ADA"). If Tenant receives any notices alleging violation of the ADA relating to any portion of the Building or of the Premises; any written claims or threats regarding non-compliance with ADA and relating to any portion of the Building or of the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding non-compliance with ADA and relating to any portion of the Building or of the Premises, then Tenant shall, within ten (10) days after receipt of such, advise Landlord in writing, and provide Landlord with copies of any such claim, threat, action or investigation (as applicable).

**8. INSPECTIONS.** Landlord, its agents, employees, contractors and subcontractors may enter the Premises at reasonable hours (or at any time in the event of an emergency) to exhibit the Premises to prospective purchasers or tenants of the Premises or the Property; inspect the Premises; make repairs or alterations to the Premises, or systems serving the Building; and to perform any and all of Landlord's obligations under this Lease, or any other lease. All entries shall, where possible, be performed at such times and in such fashion so as not to unreasonably interfere with the conduct and operation of Tenant's business.

**9. DEFAULT BY TENANT; LANDLORD'S REMEDIES.**

(a) Event of Default. The occurrence of any of the following shall constitute a default (each, an "Event of Default") under the Lease by Tenant:



(i) The Rent or any other sum of money due of Tenant hereunder is not paid within five (5) days of the date the same is due;

(ii) Tenant fails to bond off or otherwise remove or discharge in a manner acceptable to Landlord any lien filed against the Premises, Building, or Property by reason of Tenant's actions within ten (10) days after Tenant's receipt of the notice of the filing of such lien;

(iii) Tenant or any guarantor of this Lease shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file or have filed against it a petition in bankruptcy; or

(iv) Tenant fails to comply with any other provision of this Lease or any of the Exhibits attached hereto and incorporated herein and persists in such failure for more than thirty (30) days after Tenant's receipt of written notice of such failure from Landlord.

If an Event of Default occurs more than two (2) times within any period of twelve (12) months during the Term of this Lease, then, notwithstanding the applicability of any notice and cure period and the fact that each such event of default shall have been cured, any further default shall be deemed an Event of Default for which no notice or cure period shall apply.

(b) Remedies. Upon the occurrence of an Event of Default, Landlord shall have the option to do and perform any one or more of the following:

(i) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Upon any such termination, Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and any other amounts which would have been owing by Tenant for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord, plus the aggregate amount of all of Landlord's costs and expenses (including, without limitation, advertising expenses and professional fees) incurred in connection with the termination of this Lease, the eviction of Tenant and such reletting;

(ii) Terminate Tenant's right of possession of the Premises without terminating this Lease and enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof by entry, dispossessory suit or otherwise, without thereby releasing Tenant from any liability hereunder and without being liable for any claim for trespass or damages therefor. In such event Tenant shall remain liable for the payment of all Rent accruing after Tenant's right to possession is terminated. Landlord may elect to re-let the Premises on terms and conditions satisfactory to Landlord in Landlord's sole discretion, but Landlord shall have no obligation to do so;

(iii) As agent of Tenant, do whatever Tenant is obligated to do by the provisions of this Lease, including, but not limited to, entering the Premises, without being liable to prosecution or any claims for damages, in order to accomplish this purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in thus effecting compliance with this Lease on behalf of Tenant, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise;

(iv) Declare the entire amount of Rent and any other sums which would have become due and payable during the remainder of the Term to be due and payable immediately without notice to Tenant, and thereafter Landlord may terminate this Lease and recover from Tenant, not

as a penalty but as full liquidated damages, an amount equal to (a) the amounts due and owing prior to such termination, plus (b) the cost of recovering the Premises, plus (c) reasonable attorney's fees and costs, plus (d) a sum which, as of the date of termination, equals the present value [discounted at ten percent (10%) per annum] of (i) the Base Rent, Additional Rent and all other sums which would have been due from Tenant for the remainder of the Term (including any renewal term, if the Term has been extended), less (ii) the aggregate reasonable rental value of the Premises for the same period as determined by Landlord, accounting for the cost, time and other factors necessary to relet the Premises, plus (e) an amount equal to the balance that would still be owing to Landlord after the date of such termination if the sum of concessions made available to Tenant (including without limitation, tenant improvement allowances and brokerage commissions paid by Landlord) had been treated as a loan from Landlord to Tenant accruing interest at the rate of eight percent (8%) per annum, repayable over the original Term, which aggregate amount shall be immediately due and payable; provided, however, if Landlord elects to pursue this remedy, Landlord shall not thereafter pursue any of the other remedies set forth in this Section to collect Base Rent and Additional Rent due from Tenant. The foregoing limitation of remedies is without prejudice to Landlord's right to enforce Tenant's indemnity obligation with respect to claims, damages and liabilities (other than Rent) arising from Tenant's occupancy of the Premises. Landlord and Tenant agree that such amounts constitute a good faith reasonable estimate of the damages which might be suffered by Landlord upon the occurrence of an Event of Default and that it is impossible to estimate more precisely such damages; or

(v) Pursue any other right available to Landlord at law or in equity.

(c) Reimbursement of Leasing Concessions. Notwithstanding the foregoing, in any case upon the occurrence of an Event of Default, Landlord may demand and shall be entitled to receive from Tenant an amount equal to the balance that would still be owing to Landlord after the date of termination of the Lease or Tenant's right to occupy the Premises if the sum of all concessions made available to Tenant, including, without limitation, free or abated Rent, tenant improvement allowances and/or any and all costs associated with improvements made to the Premises to prepare it for Tenant's occupancy, including, without limitation, any Landlord Work identified in the Special Stipulations, and brokerage commissions paid by Landlord, had instead constituted a loan from Landlord to Tenant accruing interest at the rate of eight percent (8%) *per annum* from the Rent Commencement Date, repayable over the initial Term, which amount shall be immediately due and payable.

(d) Remedies Cumulative. Except as otherwise provided herein, all rights and remedies of Landlord created or otherwise existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise any other.

(e) No Waiver. Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. Any waiver of or redress of or any violation of any covenant or condition contained in this Lease or any of the Rules now or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant in this Lease shall not be deemed a waiver of such breach or be held to waive, affect, change, modify or alter the rights or remedies which Landlord has in equity or at law by virtue of this Lease.

(f) Demand Waived. Except as expressly provided in this Lease, Tenant waives any and every form of demand and notice prescribed by statute or other law, including without limitation the notice of any

election of remedies made by Landlord under this Section, demand for payment of any rent, or demand for possession.

**10. DESTRUCTION OR DAMAGE TO PREMISES.** If the Building is totally destroyed (or damaged so substantially that such damage cannot be repaired within one hundred eighty (180) days in the determination of Landlord's architect or engineer) by storm, fire, earthquake or other casualty, Landlord shall have the option to (i) terminate this Lease as of the date of the occurrence of the casualty by giving written notice to Tenant within ninety (90) days from the date of such casualty; or (ii) commence the restoration of the Premises to a tenantable condition within thirty (30) days from the date of receipt by Landlord of all of the insurance proceeds paid with respect to such casualty, and proceed with due diligence to complete said restoration of the Premises; provided, however, that Landlord shall not be obligated to (i) expend for such repair an amount in excess of the net insurance proceeds actually received as a result of such casualty, or (ii) repair or replace any alteration or improvement made by or for the Tenant or any of Tenant's trade fixtures, furniture, equipment or other property. If the Building is partially destroyed but may, in the determination of Landlord's architect or engineer, be repaired within one hundred eighty (180) days of said casualty, then this Lease shall continue in full force and effect, and Landlord shall proceed with due diligence to complete said restoration of the Premises; provided again, however, that Landlord shall not be obligated to (i) expend for such repair an amount in excess of the net insurance proceeds actually received as a result of such casualty, or (ii) repair or replace any alteration or improvement made by or for the Tenant or any of Tenant's trade fixtures, furniture, equipment or other property. During the period the Premises are rendered unusable by such damage, Rent shall be suspended so long as any fire or other casualty is not the result of the act, omission, negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or agents, then during the period the Premises are rendered unusable by such damage, Rent shall be suspended; provided further that should Tenant partially occupy the Premises during its repair, Tenant shall only be entitled to a reduction in Rent in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. If such damage or destruction occurs within one (1) year of the expiration of the Term, either party may, at its option on written notice to the other party within thirty (30) days of such destruction or damage, terminate this Lease as of the date of such destruction or damage.

**11. CONDEMNATION.** If all or a part of the Premises is taken by virtue of eminent domain or other similar proceeding, or are conveyed in lieu of such taking, this Lease shall expire on the date when title or right of possession shall vest, and any Rent paid for any period beyond said date shall be repaid to Tenant. If all or a part of the Property other than the Premises is taken by virtue of eminent domain or other similar proceeding, or is conveyed in lieu of such taking, such that the remaining part of the Property shall be substantially and adversely affected thereby, then Landlord, in its sole discretion may terminate, this Lease. If there is a partial taking where this Lease is not terminated, the Rent shall be adjusted in proportion to the rentable square footage of the Premises taken, as determined by the Landlord's architect or engineer. In any event, Landlord shall be entitled to, and Tenant shall not have any right to claim, any award made in any condemnation proceeding, action or ruling relating to the Building or Property.

**12. NON-LIABILITY; INDEMNIFICATION AND HOLD HARMLESS.**

(a) Non-Liability. Excepting for the gross negligence of Landlord, its agents, contractors and employees, Landlord shall not be liable to Tenant in any manner whatsoever for failure or delay in furnishing any service provided for in this Lease, and no such failure or delay to furnish any service or services by Landlord shall be an actual or constructive eviction of Tenant nor shall any such event operate to relieve Tenant from the prompt and punctual performance of each and all of the covenants to be performed herein by Tenant, nor shall Landlord be liable to Tenant for damage to person or property caused by defects in the cooling, heating, electric, water, elevator or other apparatus or systems or by water discharged from sprinkler systems, if any, in the Building, nor shall Landlord be liable to Tenant for the

theft, or loss of any property of Tenant whether from the Premises or any part of the Building or property adjoining the Building containing the Premises. Landlord agrees to make reasonable efforts to protect Tenant from interference or disturbance of third persons including other tenants; provided, however, Landlord shall not be liable for any such interference or disturbance whether caused by another tenant or tenants or Landlord or other person, nor shall Tenant be relieved from any obligation under this Lease because of such interference, disturbance or breach.

(b) Indemnification. Tenant hereby indemnifies and holds harmless Landlord from and against any injury, expense, damage, liability or claim, whether due to damage to the Premises, claims for injuries to the person or property of any other tenant of the Building or of any other person in or about the Property or the Building for any purpose whatsoever, or administrative or criminal action by a governmental authority, if such injury, expense, damage, liability or claim results directly or indirectly from the act, omission, negligence, misconduct or breach of this Lease by Tenant, the agents, servants, or employees of Tenant, or any other person entering in the Building or Property or upon the Premises under the express or implied invitation or consent of Tenant. Tenant further agrees to reimburse Landlord for any costs or expenses, including, but not limited to court costs and reasonable attorney's fees, which Landlord may incur in investigating, handling or litigating any such claim or any action by a governmental authority. Tenant shall report in writing to Landlord any defective condition in or about the Premises known to Tenant, and further agrees to attempt to contact Landlord immediately in such instance. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

### 13. INSURANCE.

(a) Tenant, at its sole cost and expense, shall, commencing on the date Tenant is given access to the Premises for any purpose, and during the entire Term hereof, procure, pay for and keep in full force and effect:

(i) Commercial General Liability insurance on an occurrence basis with respect to the Premises and the Property and the operations on or on behalf of Tenant, in, on or about the Premises, Building, and Property, including but not limited to personal injury, product liability (if applicable), blanket contractual, special form property damage liability coverage, liquor liability (if applicable), with minimum of \$2,000,000 combined single limit for bodily injury and property damage per occurrence, and a \$3,000,000 aggregate, with annual deductibles not to exceed Five Thousand Dollars (\$5,000), or such other, higher limits as Landlord may reasonably require during the term hereof. Such insurance shall name Landlord as an additional insured and shall be primary over any insurance carried by Landlord.

(ii) Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum limit of \$1,000,000 per accident.

(iii) Workers' Compensation coverage as required by law, including United States Longshoremen and Harborworkers Act (if applicable) and the Jones Act (if applicable), together with Employers Liability coverage with a limit of not less than \$500,000.

(iv) Property insurance providing protection against any peril included within the classification of "Causes of Loss – Special Form", including supplemental policies for sprinkler leakage, earthquake, flood, and, if applicable to the Premises, plate glass, and covering (i) all Tenant improvements on the Premises, (ii) all personal property of Tenant located in or at the Premises; and (iii) loss of income or business interruption insurance in the form of a Business Income Endorsement covering a period of not less than one (1) year if a separate policy of same is not obtained pursuant to 13(a)(v) below. With respect to improvements or alterations permitted under

this Lease, Tenant shall carry or cause to be carried builder's risk insurance or an installation floater. Insurance shall be written on a replacement cost basis, with annual deductibles not to exceed One Thousand Dollars (\$1,000).

(v) Business Interruption insurance reasonably satisfactory to Landlord but in no event covering an interruption in business for a period less than one (1) year.

(vi) All insurance required hereunder shall be with companies with a financial strength rating of at least A- and an issuer credit rating of at least VII as rated by A.M. Best Company and licensed in Georgia to provide the relevant insurance. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time when such insurance is required to be carried by Tenant, and thereafter at least thirty (30) days prior to the expiration or renewal date of any policy maintained by Tenant, copies of the policies or endorsements evidencing such insurance. Each such policy shall contain an unqualified thirty (30) day notice to Landlord of cancellation, non-renewal or material amendment thereof.

(vii) Other insurance as may be demanded by Landlord from time to time for commercially reasonable purposes and in commercially reasonable amounts.

Tenant shall deposit with Landlord prior to the date of any use or occupancy of the Premises certificates evidencing Tenant's compliance with each of the required coverages. To the extent that any of the foregoing policies shall change in name and/or coverage due to general changes in the insurance industry, Tenant shall obtain and maintain the equivalent policies and coverages as are then recognized in the insurance industry.

(b) Tenant shall have included in all policies of insurance respectively obtained by it with respect to the Premises, Building, or Property a waiver by the insurer of all right of subrogation against Landlord for any loss or damage thereby insured against. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that would be insured against under the terms of any property insurance required to be carried hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including but not limited to the negligence of a party or that party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant.

(c) Landlord agrees to maintain an insurance policy or policies of (i) all risks fire, extended coverage, theft, vandalism, malicious mischief and other casualty, covering loss or damages to the Building and Property, as well as all improvements thereto, and the structural improvements to the Premises and (ii) commercial general liability or premises liability insurance with regard to the Property and Common Areas of the Property covering bodily injury, death and property damage liability, all of the foregoing policies, together with endorsements insuring against such other risks as Landlord deems appropriate, in such amounts, with such terms and with such insurers, all as Landlord deems appropriate in Landlord's sole discretion. Such insurance shall specifically exclude Tenant's personal property. Landlord shall have the right to carry its insurance under "blanket" and/or "umbrella" policies covering the Property and other properties. Any insurance policies maintained by Landlord may include deductibles, self-insured retentions or the like in amounts determined by Landlord, in Landlord's sole discretion.

**14. ASSIGNMENT AND SUBLETTING.** Tenant shall not sublet any part of the Premises, nor assign this Lease or any interest herein, without the prior written consent of Landlord, which consent may

be withheld in Landlord's sole discretion. Any assignment or sublease, which is not consented to by Landlord, shall be void *ab initio*. The sale or transfer of Tenant's voting stock (if a corporation) or a partnership interest (if a partnership) or member interest (if a limited liability company) in Tenant resulting in the transfer of control of a majority of such stock or interest, or the occupancy of the Premises by any successor firm of Tenant or by any firm into which or with which Tenant may become merged or consolidated, including, without limitation, any transfer or assignment of this Lease to a parent or subsidiary entity of Tenant or a subsidiary entity of a parent entity of Tenant, shall be deemed an assignment of this Lease requiring the prior written consent of Landlord. In no event shall Tenant or any Guarantor hereunder be released from its obligations hereunder as a result of any assignment of this Lease. In all cases, in the event of any sublease of the Premises or assignment of this Lease, whether or not Landlord's consent hereunder is actually granted, (a) Tenant agrees to pay Landlord Landlord's then-standard processing fee for the review of any proposed assignment or sublease, and, within ten (10) days after written demand, the amount of Landlord's actual attorneys' fees incurred as a result of the proposed assignment or sublease, both as Additional Rent, and (b) one hundred percent (100%) of any rental accruing to Tenant in excess of the amount of Rent due under this Lease shall be paid over to Landlord on a monthly basis as Additional Rent hereunder.

**15. SUBORDINATION.** This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any mortgage, deed to secure debt, deed of trust, assignment of rents and leases, security agreement, or other instrument in the nature thereof (a "Security Deed") which may now or hereafter affect Landlord's fee title to the Premises, Building, or Property. This provision shall be automatic and no further action or documentation shall be required. Tenant shall, however, within five (5) days of request execute, acknowledge and deliver to Landlord, to Landlord's designee and/or the holder of any such Security Deed, such certificate or certificates or subordination agreement that may be requested by Landlord or such holder on Landlord's or such holder's form to evidence the subordination of this Lease to such Security Deed. If the holder of any such Security Deed shall hereafter succeed to the rights of Landlord under this Lease Tenant shall, at the request of such holder, attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment.

**16. CONTROL OF COMMON AREAS; RIGHTS RESERVED TO LANDLORD**

(a) All Common Areas of the Project shall be at all times subject to the exclusive control and management of Landlord, and Landlord shall have the right but not the obligation from time to time to take any action with respect to the Common Areas as Landlord shall deem advisable. Tenant acknowledges and agrees that neither the Premises nor Tenant has the benefit of any easements for light and air and that no such easements (either express or implied) are intended to be granted by this Lease. Landlord reserves the unrestricted right, from time to time, to expand or modify the Building or the Project, or to construct new or additional buildings, parking areas, driveways, access roads or other areas, therein. Tenant acknowledges and agrees that neither the Project nor Tenant has the benefit of any easements for light and air and that no such easements (either express or implied) are intended to be granted by this Lease.

(b) Landlord and Landlord's agents shall have the right (but shall not be obligated) to enter the Premises in any emergency at any time, and to perform any acts related to the safety, protection or preservation thereof or of the Building and/or the Property. At other reasonable times during reasonable hours (except in an emergency), and upon reasonable notice (except in an emergency), Landlord may enter the Premises: (i) to examine and make such repairs, replacements and improvements as Landlord may deem necessary or reasonably desirable to the Premises or to any other portion of the Building and/or the Property, (ii) for the purpose of complying with laws, regulations and other requirements of governmental authorities or the provisions of this Lease, (iii) for the purpose of posting notices of non-responsibility, or (iv) for the purposes of showing the same to prospective purchasers or mortgagees of the Building, and,

during the last twelve (12) months of the Term, for the purpose of showing the same to prospective tenants. Tenant shall permit Landlord to use and maintain and replace unexposed pipes and conduits in and through the Premises and to erect new unexposed pipes and conduits therein. Landlord may, during the progress of any work in the Premises, take all necessary materials and equipment into the Premises and close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities without such interference constituting an eviction. Tenant shall not be entitled to any damages by reason of loss or interruption of business or otherwise during such periods. During such periods Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. If Tenant is not present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter the same whenever such entry may be necessary or permissible by master key or otherwise, provided reasonable care is exercised to safeguard Tenant's property. Such entry shall not render Landlord or its agents liable therefor, nor in such event shall the obligations of Tenant hereunder be affected. If during the last month of the Term Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter, alter, renovate or redecorate the Premises without limitation or abatement of Rent or without incurring liability to Tenant for any compensation, and such act shall have no effect on this Lease or Tenant's obligations hereunder.

(c) Landlord, and Landlord's successors-in-interest, assignees, and affiliates, reserve all rights to grant, accept, or create such easements and impose such restrictions and covenants, create such encumbrances, enter into such declarations, agreements, and obligations (which may run with the land), create such associations, and pursue such zonings, rezonings, or variances affecting the Building and other adjacent or nearby properties owned by Landlord as Landlord, and Landlord's successors-in-interest, assignees, and affiliates, may deem necessary or desirable, and Tenant consents thereto and agrees that this Lease and its rights to use the Premises hereunder are subject and subordinate to same without any required written consent or other action, so long as the foregoing does not prevent or materially interfere with the Tenant's use of the Premises, including Tenant's access to and from the Premises and the adjoining public rights-of-way. This provision shall be automatic and no further action or documentation shall be required. Tenant shall, however, within five (5) days of request execute, acknowledge and deliver to Landlord, to Landlord's designee and/or the holder of any Security Deed, such consents or acknowledgements that may be requested by Landlord or such holder on Landlord's or such holder's form to evidence the subordination of this Lease to any such agreements or restrictions. In addition, Tenant acknowledges and agrees that neither the Building nor Tenant has the benefit of any easements for light and air and that no such easements (either express or implied) are intended to be granted by this Lease.

(d) Landlord shall have the following additional rights exercisable without notice and without liability to Tenant for damage or injury to property, person or business, all claims for damage being hereby released, and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoffs, or abatement of Rent:

(i) To change the name, number or designation by which the Building and/or Property may be known;

(ii) To make such changes in or to the Building and/or Property, including the building equipment and systems, as Landlord may deem necessary or desirable, provided that any such change does not deprive Tenant of a reasonable means of access to the Premises or unreasonably interfere with the use of the Premises;

(iii) To grant to anyone the exclusive right to conduct any business or render any services (including, without being limited to, the right to designate all suppliers or persons furnishing sign painting and lettering, beverages, foods, towels, vending machines or toilet supplies used or consumed on the Premises) in the Building;

(iv) To close the Building and/or Property at any such reasonable times after or before Tenant's Normal Business Hours as Landlord may determine, subject, however, to Tenant's right to admittance under such reasonable regulations as shall be prescribed from time to time by Landlord; and

(v) To perform any act, obligation or other commitment required of or by Tenant hereunder which Tenant has not performed for any reason whatsoever (including, without being limited to, obtaining insurance coverage), and to charge Tenant as Additional Rent all reasonable costs and expenses incurred by Landlord for such performance, together with interest thereon at the Default Rate, as defined in Section 20(j) below, from the dates of Landlord's expenditures until paid.

**17. PARKING.** For so long as this Lease is in full force and effect and Tenant is not in default hereunder, Tenant shall have the right to use, during Tenant's regular business hours, all parking spaces located in the Common Areas on an unassigned, nonexclusive basis. Tenant shall not at any time park or permit the parking of Tenant's vehicles, or the vehicles of others, adjacent to loading areas, if any, so as to interfere in any way with the use of such areas. Tenant shall not park or permit to be parked any inoperative or abandoned vehicles or equipment on any portion of the parking or loading areas. If any abandoned or improperly parked vehicles are discovered by Landlord to exist anywhere in the Property, Landlord shall have the right to remove the same from the Property in accordance with the terms of O.C.G.A. § 40-11-0, *et seq.* All vehicles shall be parked at the sole risk of the owner of such vehicle, and Landlord accepts no responsibility for any damage to or loss of vehicles. Landlord, at its sole discretion, shall have the unrestricted right to change, from time to time, the number of Common Area parking spaces. Tenant may not use additional parking spaces without the prior written consent of Landlord. Tenant shall not interfere, nor permit its agents, employees, contractors, invitees or licensees to interfere with the rights of Landlord and others entitled to use the parking areas. All parking facilities furnished by Landlord shall be subject to the reasonable control and management of Landlord, which may, from time to time (i) establish, modify and enforce reasonable rules and regulations with respect thereto, (ii) change or reconfigure the parking facilities, (iii) construct or repair any portion thereof, and/or (iv) assign parking spaces in designated areas.

**18. UTILITIES.** Commencing on the Commencement Date, Tenant shall contract for and directly pay all utilities provided to or for the benefit of the Premises, including but not limited to, electricity, gas, water, telephone, cable and data connections, recycling, rodent and pest control, and any fees related thereto, including, without limitation, demand or reservation fees, impact fees, connection fees, occupancy fees, or deposits, together with all taxes levied or other charges on such utilities and governmental charges based on utility consumption. Tenant shall, at its sole cost and expense, pay for the cost of installation of any data cables or other devices; provided, however, that no such cables, wiring or devices which would alter the structure of the Building, enter into Common Areas, or otherwise extrude from the Premises will be undertaken without the express written consent of Landlord given in Landlord's sole discretion and obtained in advance. Tenant shall be liable for the cost of installation meters for the Premises and any and all related costs and expenses if such meters do not exist at the Premises on the date possession of the Premises is made available to Tenant. If any utilities are not separately metered or are only partly separately metered and are used in common with other tenants of the Building, Tenant shall pay to Landlord its share of such utility costs computed by Landlord, in Landlord's sole discretion, to reasonably reflect Tenant's consumption of such utility from the Premises.

**19. HAZARDOUS MATERIALS.** Tenant shall not permit or cause the presence of Hazardous Materials in, on or under the Premises or any other portion of the Building or Property. Tenant shall defend, protect, indemnify and hold Landlord harmless from and against any and all claims, causes of action, liabilities, damages, costs and expenses, including, without limitation, attorney fees, arising because of any



alleged personal injury, property damage, death, nuisance, loss of business or otherwise, by Landlord, any employee of Landlord, or from and against any governmental act or enforcement, arising from or in any way connected with conditions existing or claimed to exist with respect to Hazardous Materials (as hereinafter defined) within the Property which are the result of Tenant's use, occupancy or operation of the Premises. As used herein the term "Hazardous Materials" shall be defined as any hazardous substance, contaminant, pollutant or hazardous release (as such terms are defined in any federal, state or local law, rule, regulation or ordinance, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) and shall also include petroleum and related byproducts, hydrocarbons, radon, asbestos, urea formaldehyde, perchloroethylene (PERC), and polychlorinated biphenyl compounds and other said wastes. In the event Tenant shall cause or permit the presence of Hazardous Materials in, on or under the Premises or any other portion of the Property, Tenant shall promptly, at Tenant's sole cost and expense, take any and all action necessary (as required by appropriate government authority or otherwise) to return the areas affected thereby to the condition existing prior to the presence of any such Hazardous Materials thereon, subject to Landlord's prior written consent. The foregoing covenants shall survive termination of this Lease.

## 20. MISCELLANEOUS.

(a) Security Deposit. On the Commencement Date of this Lease, Tenant shall deposit with Landlord **\$31,050.00** as a security deposit (the "Security Deposit") for the performance by Tenant of all the terms, covenants and conditions of this Lease. Landlord shall have no obligation to segregate such Security Deposit from any other funds of Landlord, and interest earned on such Security Deposit, if any, shall belong to Landlord. The Security Deposit shall be returned to Tenant within thirty (30) days after the expiration of this Lease, provided Tenant has fully performed its obligations hereunder. Landlord shall have the right to apply any part of said Security Deposit to cure any default of Tenant, and, if Landlord does so, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full Security Deposit on deposit at all times during the Term of this Lease.

(b) Brokerage. The parties hereto do hereby make and acknowledge the disclosure set forth in the section next to the blank line marked below:

\_\_\_\_\_ (a) WHEN ONLY ONE REAL ESTATE FIRM IS INVOLVED IN THE TRANSACTION AND IT ACTS AS AGENT OF LANDLORD: \_\_\_\_\_ acted as agent for Landlord, or Landlord's representative, in this transaction and is to be paid a commission by Landlord. \_\_\_\_\_ or Landlord has not acted as agent in this transaction for Tenant.

X (b) WHEN ONE REAL ESTATE FIRM ACTS AS AGENT FOR LANDLORD AND ANOTHER REAL ESTATE FIRM ACTS AS AGENT FOR THE TENANT IN THE TRANSACTION: Oakhurst Realty Partners, LLC has acted as agent for Landlord in this transaction and is to be paid a commission by Landlord. Swartz Co Commercial Real Estate, LLC has acted as agent for Tenant in this transaction and is to be paid a commission by Landlord per the terms of a separate agreement.

\_\_\_\_\_ (c) DUAL AGENCY: WHEN ONE REAL ESTATE FIRM ACTS AS AGENT FOR LANDLORD AND THE SAME REAL ESTATE FIRM ACTS AS AGENT FOR THE TENANT IN THE TRANSACTION: \_\_\_\_\_ has acted as agent for Landlord in this transaction and is to be paid a commission by Landlord. \_\_\_\_\_ has acted as agent for Tenant in this transaction and is to be paid a commission by Landlord.

\_\_\_\_\_ (d) WHEN TWO REAL ESTATE FIRMS ARE ACTING AS AGENTS IN THE TRANSACTION AND BOTH ARE ACTING AS AGENTS FOR LANDLORD: \_\_\_\_\_ and \_\_\_\_\_ have acted as agents for Landlord in this transaction and are to be paid a commission by Landlord. Neither \_\_\_\_\_ nor \_\_\_\_\_ has acted as agent for Tenant in this transaction.

\_\_\_\_\_ (e) WHEN ONLY ONE REAL ESTATE FIRM IS INVOLVED IN THE TRANSACTION AND IT ACTS AS AGENT OF TENANT: \_\_\_\_\_ has acted as agent for Tenant in this transaction and is to be paid a commission by Landlord. \_\_\_\_\_ has not acted as agent for Landlord in this transaction.

Tenant represents and warrants to Landlord that no broker, agent, commission salesperson, or other person has represented Tenant in the negotiations for and procurement of this Lease and of the Premises (except as disclosed above) and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesperson, or other person (except as disclosed herein). Tenant agrees to indemnify and hold Landlord harmless from all loss, cost, damages or expense (including, but not limited to, reasonable attorneys' fees and court costs) suffered or incurred by Landlord as a result of a breach by Tenant of the representation and warranty contained in the immediately preceding sentence or as a result of Tenant's failure to pay commissions, fees or compensation due to any broker who represented Tenant, whether or not disclosed. In addition, Landlord and Landlord's agent hereby discloses to Tenant and Tenant's agent, and Tenant and Tenant's agent acknowledge and accept, that B. Fisher Paty and A. Barton Lester, principals of Landlord's Broker, have ownership interests in Landlord.

(c) Relocation – Intentionally Deleted.

(d) Holding Over. If Tenant remains in possession of the Premises after expiration of the Term, or after any termination of the Lease by Landlord without any written agreement between the parties, Tenant shall be a tenant at sufferance and such tenancy shall be subject to all the provisions hereof, except that the Base Rent for said holdover period shall be double the amount of Base Rent due in the last month of the Term. Nothing in this Section shall be construed as consent by Landlord to the possession of the Premises by Tenant after the expiration of the Term or any termination of the Lease by Landlord.

(e) Estoppel Certificate. Tenant shall, within ten (10) days of request by Landlord, execute, acknowledge and deliver to Landlord an estoppel certificate in such form as Landlord requires, evidencing whether or not this Lease is in full force and effect, there are any existing defaults on the part of Landlord or Tenant hereunder, current rental rate, and any such other information reasonably requested by Landlord. Each certificate delivered pursuant to this Section may be relied on by Landlord, any prospective purchaser or transferee of Landlord's interest hereunder, or any mortgagee or prospective mortgagee or holder or prospective holder of a secured interest in the Property. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this Section, if Tenant fails to provide same in a timely manner.

(f) Financial Statements. Upon Landlord's written request therefor, Tenant shall promptly, but in any event no later than ten (10) days after request, furnish to Landlord (i) a financial statement with respect to Tenant for its most recent fiscal year or recent years and (ii) a statement of annual and monthly gross sales or receipts organized by category and substance, prepared in accordance with generally accepted accounting principles (GAAP) and certified to be true and correct by Tenant, which statement Landlord agrees to keep confidential, subject to requirements of law.

(g) Notices. All notices given pursuant to this Lease shall be in writing and directed to the addresses listed for the parties as set forth below or to such other address as may be designated in writing

by such party in the future in accordance with this subsection, and shall be deemed to have been given to the party intended to receive such notice (i) when actually received in the case of hand-delivery, (ii) the next day when sent via commercial courier delivery service (e.g., Federal Express) for overnight or next day delivery, or (iii) three (3) days after such notice shall have been deposited, postage prepaid, in the United States mail, certified, with return receipt requested. In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing process.

Landlord's address:

OCP 3000 ND, LLC  
c/o Oakhurst Realty Partners, LLC

Office: 3016 N. Decatur Road  
Scottdale, Georgia 30079

Mail: P.O. Box 881  
Scottdale, Georgia 30079

Tenant's address:

Undisputed Physiques LLC  
Attn: Corey Maurice Morris  
3000 N. Decatur Road  
Decatur, Georgia 30033

(h) Force Majeure. In the event of strike, lockout, labor trouble, civil commotion, Act of God, or any other cause beyond either party's reasonable control (collectively "force majeure") resulting in such party's inability or delay to supply the services or perform the other obligations required hereunder, this Lease shall not terminate and such performance by either party shall be excused for a reasonable time given the nature of the cause. Notwithstanding the foregoing, no event of force majeure shall excuse Tenant from making in a timely fashion any payments due under the terms of this Lease, including, without limitation, any installment of Rent.

(i) Quiet Enjoyment. So long as Tenant is in full compliance with the terms and conditions of this Lease, Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Term against any and all claims made by, through or under Landlord, subject to the terms of this Lease.

(j) Late Payments; NSF checks; Default Interest. Any payments due of Tenant hereunder not received by Landlord within five (5) days of the date when due shall be assessed a fee equal to the greater of \$100.00 or a ten percent (10%) of the unpaid amount in consideration for Landlord's administrative and other costs in processing and pursuing the late payment of such payment. In addition, any payments due of Tenant hereunder not received by Landlord within ten (10) days of the date when due shall thereafter accrue interest at the rate of eighteen percent (18%) *per annum* (the "Default Rate") until paid. Further, Tenant shall pay to Landlord a processing and handling fee of One Hundred and No/100 Dollars (\$100.00) for any check of Tenant's which is returned to Landlord because of insufficient funds, as liquidated damages to compensate Landlord for its additional administrative costs and expenses in handling such items, it being agreed that the exact amount thereof would be difficult or impossible to ascertain.

(k) Landlord's Lien. In addition to any statutory landlord's lien, now or hereafter enacted, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all of Tenant's property situated in or upon, or used in connection with, the Premises or the Property, and all proceeds thereof (except merchandise sold in the ordinary course of business) (collectively, the "Collateral"), and the Collateral shall not be removed from the Premises or the Property without the prior written consent of Landlord until all obligations of Tenant have been fully performed. Such personalty thus

encumbered includes specifically all trade and other fixtures for the purpose of this Section 20(k) and inventory, equipment, contract rights, accounts receivable and the proceeds thereof. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded to a secured party under the Uniform Commercial Code of the state in which the Premises are located (the "UCC"). To the extent the UCC requires Landlord to give to Tenant notice of any act or event and such notice cannot be validly waived before a default occurs, then five-days' prior written notice thereof shall be reasonable notice of the act or event. In order to perfect such security interest, Landlord may file any financing statement or other instrument necessary at Tenant's expense at the state and county Uniform Commercial Code filing offices. Tenant grants to Landlord a power of attorney to execute and file any financing statement or other necessary instrument to perfect Landlord's security interest under this Section 20(k), which power is coupled with an interest and is irrevocable during the Term. Landlord may also file a copy of this Lease as a financing statement to perfect its security interest in the Collateral. Within ten (10) days following written request therefor, Tenant shall execute financing statements to be filed of record to perfect Landlord's security interest in the Collateral.

(l) Lockbox. At all times that Landlord shall direct Tenant to pay Rent to a "lockbox" or other depository whereby checks issued in payment of Rent are initially cashed or deposited by a person or entity other than Landlord (albeit on Landlord's authority), then, for any and all purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which Landlord shall have actually received such funds, and (ii) Landlord shall be deemed to have accepted such payment if (and only if) within said ten (10) day period, Landlord shall not have refunded (or attempted to refund) such payment to Tenant. Nothing contained in the immediately preceding sentence shall be construed to place Tenant in default of Tenant's obligation to pay Rent if and for so long as Tenant shall timely pay the Rent required pursuant to this Lease in the manner designated by Landlord.

(m) EXCULPATION OF LANDLORD. NOTWITHSTANDING ANY PROVISION IN THIS LEASE TO THE CONTRARY, LANDLORD AND LANDLORD'S MANAGER'S LIABILITY WITH RESPECT TO THIS LEASE SHALL BE LIMITED SOLELY TO LANDLORD'S EQUITY INTEREST IN THE PROPERTY. NEITHER LANDLORD, ANY OF THE PARTNERS OF LANDLORD, ANY OFFICER, DIRECTOR, PRINCIPAL, TRUSTEE, POLICYHOLDER, SHAREHOLDER, ATTORNEY NOR EMPLOYEE OF LANDLORD OR ITS MANAGER OR LANDLORD'S BROKER SHALL HAVE ANY PERSONAL LIABILITY WHATSOEVER WITH RESPECT TO THIS LEASE.

(n) No Smoking. Tenant acknowledges that smoking is prohibited in all areas of the Premises and the Property (including Common Areas and all grounds) except in areas, if any, outside the Building that are designated by Landlord as "Designated Smoking Areas".

(o) Guaranty. As an inducement for Landlord to enter into this Lease, Landlord shall be provided with a guaranty in the form attached to this Lease as Exhibit "G".

(p) Successors and Assigns. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, heirs, legal representatives and permitted assigns, it being understood that the term "Landlord" as used in this Lease means only the owner (or the ground lessee) for the time being of the Building or Property of which the Premises are a part, so that in the event of any sale or sales of said Building or Property (or of any lease thereof), Landlord named herein shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder accruing thereafter.

(q) Attorney's Fees. Tenant agrees to pay all attorney's fees and expenses Landlord incurs in enforcing any of the obligations of Tenant under this Lease, including, without limitation, attorney's fees and expenses incurred for the collection of any Rent or other sum due or owing under this Lease, or in any

litigation or negotiation involving this Lease in which Landlord shall become involved, except for such litigation or negotiation which arises as a result of the willful misconduct or gross negligence of Landlord.

(r) Time of Essence. Time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

(s) No Estate in Land; No Recording. Tenant has only a usufruct under this Lease, not subject to levy or sale. No estate shall pass out of Landlord by this Lease. Without the prior written consent of Landlord, neither this Lease nor any memorandum hereof shall be recorded or placed on public record.

(t) No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent then due shall be deemed to be other than on account of the earliest stipulated Rent or other sums then due and payable under this Lease; nor shall any endorsement or statements on any check or any letter or other writing accompanying any check or payment be deemed an accord and satisfaction.

(u) Severability. If any clause or provision of this Lease shall be deemed illegal, invalid or unenforceable, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability, and in lieu of each illegal, invalid or unenforceable clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(v) Interpretation. Should any provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties hereto have participated in the preparation of this Lease.

(w) Counterparts. This Lease may be executed in multiple counterparts all of which when fully executed and taken together shall constitute a single document, and such counterparts may be exchanged via facsimile or electronic means (e.g., via email) and in electronic form (such as, nonexclusively, “.pdf” form), which shall be deemed originals for all purposes under the Agreement. Use of an electronic document execution and delivery service (e.g., DocuSign and the like) is expressly permitted hereunder.

(x) Applicable Law. This Lease has been made under and shall be construed, interpreted and enforced under and in accordance with the laws of the State of Georgia.

(y) Authority. Each party executing this Lease on behalf of Landlord and Tenant represents that he or she is duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, and that the execution and delivery of this Lease has been authorized by all necessary corporate or partnership action.

(z) Joint and Several Liability. If more than one individual or entity comprises Tenant, then all individual and entities comprising Tenant are and shall each be jointly and severally liable for the due and proper performance of Tenant’s duties and obligations arising under or in connection with this Lease.

(aa) Confidentiality. Tenant hereby acknowledges and agrees with Landlord that the amount of Rent due and payable under this Lease and all other terms of this Lease negotiated between Landlord and Tenant shall be and remain confidential to the parties to this Lease, and Tenant, in consideration of Landlord’s entering into this Lease, hereby agrees with Landlord that Tenant shall not disclose in any

manner to any third party, except as may be required by law, the amount of the Rent due and payable by Tenant under this Lease or any of the other terms of this Lease.

(bb) Tenant's Bankruptcy. This is a lease of real property in a "shopping center" within the meaning of Section 365(b)(3) of the Bankruptcy Code. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as "rent", shall constitute "rent" for the purposes of Section 502(b)(6) of the Bankruptcy Code.

(i) If, during the Lease Term, Tenant shall become the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar proceeding under the U.S. Bankruptcy Code, then "adequate protection" of Landlord's interest in the Leased Premises pursuant to the provisions of Sections 361 and 363 (or their successor sections) of the Bankruptcy Code, 11 U.S.C. Paragraph 101 et seq. (such Bankruptcy Code, as amended from time to time, being herein referred to as the "Bankruptcy Code") prior to assumption and/or assignment of the Lease by Tenant shall include, but not be limited to, all (or any part) of the following: (i) the continued payment by Tenant of all Rent and all other sums due and owing under this Lease and the performance of all other covenants and obligations under this Lease by Tenant; (ii) the hiring of security guards to protect the Premises if Tenant abandons and/or ceases operations so long as Tenant remains in possession and control of the Leased Premises to the exclusion of Landlord; and (iii) the furnishing of an additional, or new, as the case may be, security deposit in the amount of three (3) times the then-current monthly Rent payable hereunder. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations of Tenant arising under this Lease on and after the effective date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption of liability. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code.

(ii) If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of such proposed offer/assignment, setting forth: (i) the name and address of such person or entity; (ii) all of the terms and conditions of such offer; and (iii) the adequate assurance to be provided Landlord to assure such person's or entity's future performance under this Lease, shall be given to Landlord no later than twenty (20) days after receipt by Tenant, but in any event no later than ten (10) days prior to the date that Tenant shall make application to the Bankruptcy Court for authority and approval to enter into such assumption and assignment, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the terms and conditions and for the consideration, if any, as the bona fide offer made by such persons or entity, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

(cc) Entire Agreement; Exhibits. This Lease, together with all exhibits attached hereto (including, without limitation, those exhibits enumerated below), contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

EXHIBIT LIST:

<u>Exhibit "A":</u>	Premises
<u>Exhibit "B-1":</u>	Site Plan Extract
<u>Exhibit "B-2":</u>	Legal Description of the Property
<u>Exhibit "C":</u>	Rent Commencement Date Certificate
<u>Exhibit "D":</u>	Pass-Through Expenses
<u>Exhibit "E":</u>	Condition of Premises and Tenant's Work
<u>Exhibit "F":</u>	Rules and Regulations
<u>Exhibit "F-1":</u>	Exclusive Uses and Prohibited Uses
<u>Exhibit "G":</u>	Guaranty Form
<u>Exhibit "H":</u>	Special Stipulations

(dd) No Option. The submission of this Lease for examination or execution does not constitute a reservation of or option for the Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

(ee) Business days. "Business days" (or in the singular, "business day") are Mondays through Fridays, exclusive of any holidays observed by commercial banks in the State of Georgia.

(ff) Construction. This Lease is a fully negotiated document and shall be deemed to have been jointly drafted by the parties hereto, and therefore, shall not be more strictly construed against any party as the draftsman. Specifically, the concept of construing the terms and conditions contained in an agreement against the drafter thereof (*contra proferentum*) shall not apply to the interpretation of this Lease.

(gg) Special Stipulations. The special stipulations, if any, attached hereto as Exhibit "H" and made a part hereof shall control if in conflict with any of the provisions of the Lease.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Lease to be executed under seal on the day and year first above written.

**LANDLORD:**


OCP 3000 ND, LLC,  
a Georgia limited liability company


By: Oakhurst Capital Partners, LLC,  
a Georgia limited liability company,  
Its Manager

DocuSigned by:  
  
By: 9240E6DE2BDD4C6...  
A. Barton Lester, Manager

**TENANT:**

Undisputed Physiques LLC,  
a Georgia limited liability company

Signed by:  
  
By: D76C88B8B708466...  
Corey Morris  
Print Name: \_\_\_\_\_  
CEO  
Title: \_\_\_\_\_

DocuSigned by:  
  
By: 08758F620ED74CD...  
Uriel espinoza  
Print Name: \_\_\_\_\_  
Partner  
Title: \_\_\_\_\_

Tenant's Federal Tax ID Number:

33-3139034

Tenant cell phone #: 5045050363

Tenant email address: Undisputedphysiques@gmail.com



Exhibit “A”

Premises

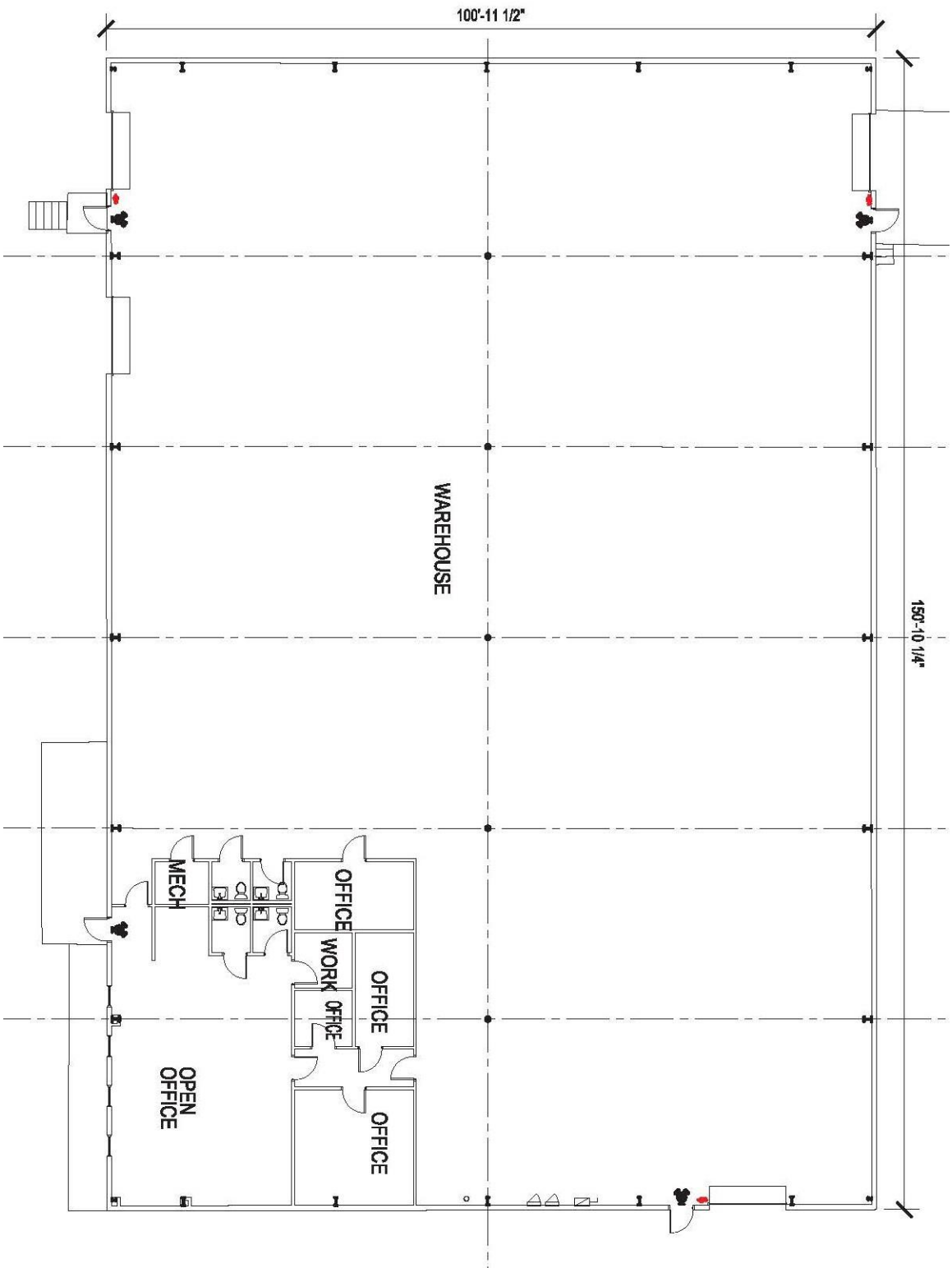


Exhibit "B-1"

Site Plan (extract) of Property

DAVE KENTON, LLC  
PARCEL ID: 18 047 05 005  
DB 30571, PG 225

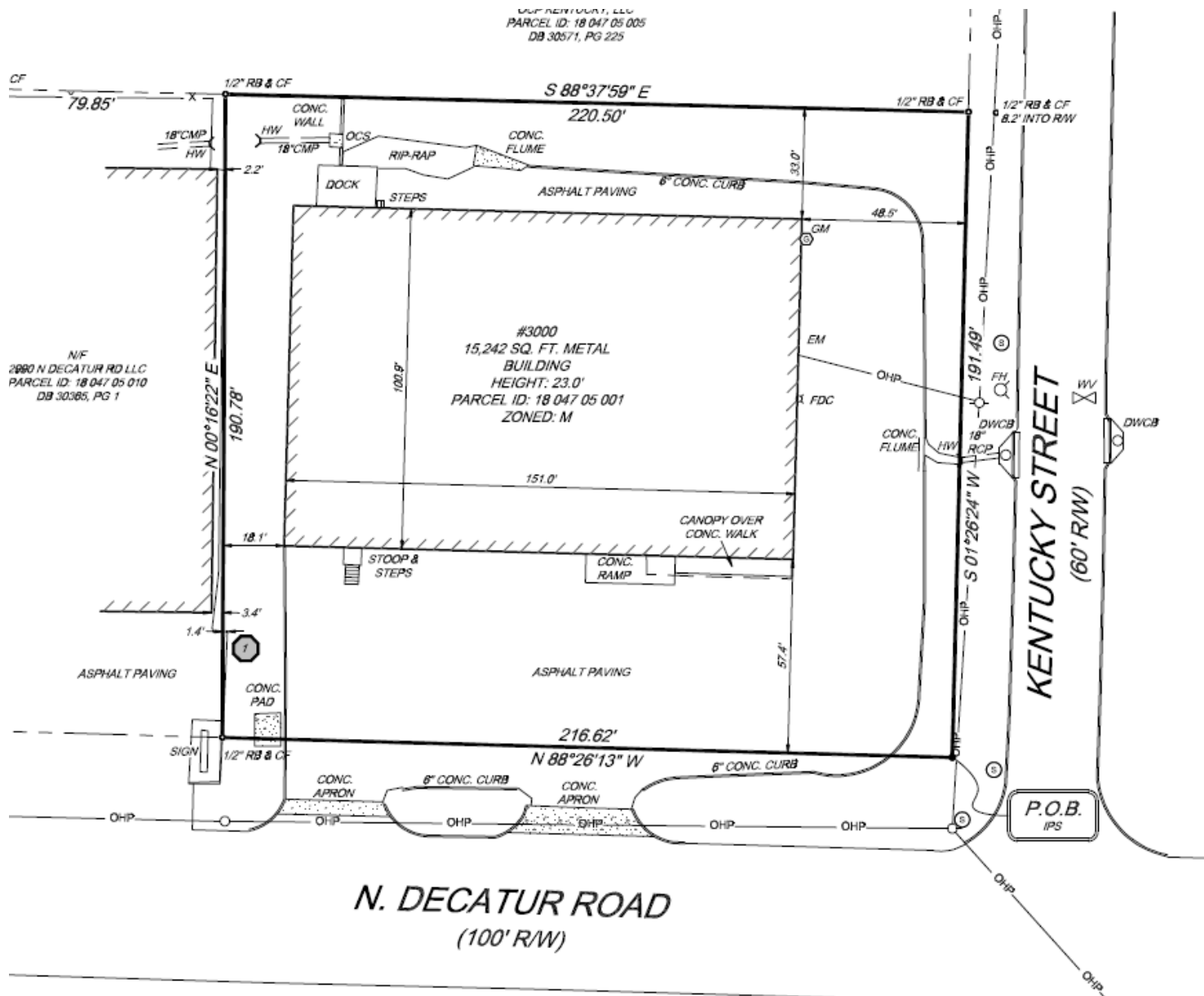


Exhibit "B-2"

Property (Legal Description)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 47 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 1/2 INCH REBAR AND PLASTIC CAP SET AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF NORTH DECATUR ROAD (HAVING A 100 FOOT RIGHT OF WAY) WITH THE WESTERLY RIGHT OF WAY OF KENTUCKY STREET (HAVING A 60 FOOT RIGHT OF WAY) THENCE, ALONG SAID RIGHT OF WAY OF NORTH DECATUR ROAD, N 88°26'13" W A DISTANCE OF 216.62 FEET TO A 1/2 INCH REBAR AND PLASTIC CAP FOUND; THENCE, LEAVING SAID RIGHT OF WAY, N 00°16'22" E A DISTANCE OF 190.78 FEET TO A 1/2 INCH REBAR AND PLASTIC CAP FOUND; THENCE S 88°37'59" E A DISTANCE OF 220.50 FEET TO A 1/2 INCH REBAR AND PLASTIC CAP FOUND ON THE WESTERLY RIGHT OF WAY OF KENTUCKY STREET; THENCE, ALONG SAID RIGHT OF WAY, S 01°26'24" W A DISTANCE OF 191.49 FEET TO A 1/2 INCH REBAR AND PLASTIC CAP SET BEING THE POINT OF BEGINNING,

SAID TRACT CONTAINING 0.959 ACRES OR 41,769 SQUARE FEET.

Exhibit “C”

Rent Commencement Date Certificate

THIS Rent Commencement Date Certificate (“Certificate”) is made this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between **OCP 3000 ND, LLC** (“Landlord”), a Georgia limited liability company, and **Undisputed Physiques LLC**, a Georgia limited liability company (“Tenant”).

WHEREAS, Landlord and Tenant have entered into a Lease Agreement with a Commencement Date of \_\_\_\_\_, 2025 (the “Lease”); and,

WHEREAS, Landlord and Tenant desire to specify the certain critical dates for purposes of establishing the Term of the Lease and timing of obligations to pay Rent.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant warrant and represent each to the other as follows:

- 1. The Rent Commencement Date is \_\_\_\_\_, 20\_\_.
- 2. The last day of the Term of the Lease is \_\_\_\_\_, 20\_\_.
- 3. The Base Rent schedule is as follows:

<i>Period</i>	<i>Monthly Base Rent</i>	<i>Annual Base Rent</i>

[Signatures Appear Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Rent Commencement Date Certificate to be executed under seal on the day and year first above written.

**LANDLORD:**

OCP 3000 ND, LLC,  
a Georgia limited liability company

By: Oakhurst Capital Partners, LLC,  
a Georgia limited liability company,  
Its Manager

By: \_\_\_\_\_  
A. Barton Lester, Manager

**TENANT:**

Undisputed Physiques LLC,  
a Georgia limited liability company

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

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

Title: \_\_\_\_\_



## Exhibit "D"

### Pass-Through Expenses

1. Pass-Through Expenses. In addition to Base Rent, Tenant shall reimburse Landlord for (i) Operating Expenses (defined below), (ii) Taxes (defined below), and (iii) Landlord's Insurance Expense (defined below) (such Operating Expenses, Taxes, and Landlord's Insurance Expense, collectively, the "Pass-Through Expenses"). One-twelfth (1/12<sup>th</sup>) of total estimated annual Pass-Through Expenses shall be due and payable in advance on the first (1<sup>st</sup>) day of each calendar month during the Term commencing on the Rent Commencement Date. Landlord shall, in good faith, estimate Pass-Through Expenses and shall provide notice of a change in same no later than one (1) month prior to charging Tenant therefor. Subject to the foregoing, Landlord shall endeavor to provide Tenant with Landlord's estimate of Pass-Through Expenses prior to the beginning of each calendar year during the Term. In the event that the Term of this Lease expires or is terminated prior to the end of a calendar year, Pass-Through Expenses shall be determined by comparing the Operating Expenses, Taxes, and Landlord's Insurance Expense due from Tenant though and including the expiration or termination date of the Lease.

2. Definitions.

(a) "Operating Expenses" shall mean and include, without limitation, all costs and expenses of every kind and nature paid or incurred by Landlord in operating, maintaining, repairing and managing the Building and Property, including the Premises, allocable, in Landlord's sole determination, to the Premises including but not be limited to, cleaning, lighting, repairing, painting, maintaining, and replacing all applicable Common Area improvements, landscaping and security; fire safety and protection systems, including, without limitation, monitoring, testing and operating charges; total compensation and benefits paid to or on behalf of employees (limited to \$300 per month) or independent contractors and managers attributable to the Property; property management fees (limited to 3% of gross revenue); personal property taxes; supplies for the Building and Property; expenses incurred for utilities provided by Landlord for the benefit of the tenants of the Building, including, without limitation, water/sewer charges and assessments, and garbage and trash collection, heat, light, power, including for HVAC systems, and charges for other utilities, and any connection fees and taxes in connection therewith; licenses, permit, and inspection fees; all costs and expenses of cleaning of the roof and maintenance of the exterior of the Building (e.g. cleaning, painting, etc.); all costs and expenses for repair or replacement of parts or portions of the Building damaged by fire, flood or other casualty, which costs are not covered by proceeds of insurance carried by Landlord (i) as the result of the applicability of the deductible feature of any such insurance policies, or (ii) for any reason other than the particular casualty involved being expressly and affirmatively excluded from coverage by the specific language of such insurance policies; and the cost, amortized over such reasonable period as Landlord shall determine, together with interest at the rate of one percent (1%) per annum above the prime rate charged by Bank of America from time to time on the unamortized balance of any capital improvements or structural alterations made to the Building by Landlord that reduce or limit costs of any item of Operating Expenses or are required under any governmental law or regulation or by Landlord's insurance carrier; reasonable depreciation of equipment used in operating and maintaining the Building or Property and Common Areas, and rent paid for leasing such equipment; exterior cleaning service; maintenance, repair and service contracts; supplies, materials, tools and equipment; and any other fees paid or assessed by Landlord for the general management and administration of the Building and Property.

(b) "Taxes" shall mean and include, without limitation, all real property and personal property taxes, charges, impositions, fines, levies, burdens and assessments of every kind and

nature allocable in Landlord's sole determination (including dues and assessments by means of deed restrictions and/or owners' associations) to or which accrue against the Building or Property during the Term of this Lease, and federal, state and local taxes or charges assessed against the Building or Property by any governmental or quasi-governmental body or authority, including any Community Improvement District (except for income or franchise taxes applicable against Landlord), whether special, general or extraordinary, foreseen or unforeseen, together with all expenses incurred in contesting, protesting or monitoring the payment of such taxes and assessments (provided, however, if the method of taxation then prevailing shall be altered so that any method of taxation shall be levied or imposed upon Landlord in place or partly in place of any such real property taxes and assessments and shall be measured by or based in whole or in part upon the Building or Property or other rents or other income therefrom, then all such new taxes, assessments, levies, impositions or charges shall be included in Taxes).

(c) "Landlord's Insurance Expense" shall mean and include, without limitation, the cost of procuring and maintaining all of those insurance policies identified in Section 13(c) of the Lease (and the expense associated with insurance policies for the Building or Property providing additional coverage, which Landlord may obtain in Landlord's discretion), allocable thereto, in Landlord's sole determination; provided, however, that Tenant shall have no rights in said policy or policies maintained by Landlord and shall not, by reason of such reimbursement, be entitled to be a named insured thereunder.

3. Annual Reconciliation of Pass-Through Expenses. Before May 31<sup>st</sup> of every calendar year (or as soon thereafter as reasonably practicable), Landlord conduct an annual reconciliation of the actual Pass-Through Expenses against the estimated Pass-Through Expenses charged for the previous year and provide Tenant with an annual statement thereof. In the event that Pass-Through Expenses are less than the estimated payments for such year previously made by Tenant, Landlord shall either credit the excess to the next payments of Rent then coming due or, if the Lease shall have expired or be otherwise terminated, Landlord shall refund the excess to Tenant within sixty (60) days of Landlord's delivery of the annual statement. If Pass-Through Expenses are greater than the estimated payments for such year previously made by Tenant, Tenant shall remit the balance due to Landlord within sixty (60) days after receiving the annual statement from Landlord.



Exhibit "E"

Condition of Premises and Tenant's Work

1. Initial Premises Condition. As of the Commencement Date, Tenant shall and does accept the Premises in their "as is, where-is" condition suitable for Tenant's use, subject to the repair and maintenance responsibilities of Landlord and Tenant as set forth in the Lease, and Tenant acknowledges and agrees that no representations, warranties, or inducements with respect to any condition of such space have been made by Landlord or its designated representatives, to Tenant, or its designated representatives. Notwithstanding anything to the contrary contained herein, the taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant has inspected the Premises and accepts the same "as is," that the Premises and the Building are in good and satisfactory condition for Tenant's use, and that the Landlord Work is complete.

Finally, and notwithstanding anything to the contrary contained or implied in the Lease, Tenant agrees that Tenant will possess the Premises for the entire remaining Term of the Lease with the said Premises in its "as is" condition.

2. Tenant's Work. Tenant may make initial alterations and improvements to the Premises (collectively, the "Tenant's Work") at Tenant's sole cost and expense in accordance with the following terms and conditions:

(a) Tenant's Plans. No later than thirty (30) days after the Commencement Date, Tenant shall prepare and deliver to Landlord detailed plans and specifications of the improvements to the Premises to be constructed by Tenant, including also, without limitation, Tenant's initial proposed signage to be installed at the Premises. Within ten (10) business days following Landlord's receipt of Tenant's plans and specifications, Landlord shall notify Tenant whether Tenant's plans and specifications are acceptable to Landlord, and Landlord shall not unreasonably withhold its acceptance of Tenant's plans and specifications, except that Landlord may exercise its sole, unfettered discretion with regard to elements of Tenant's plans and specifications that alter, penetrate, or may cause a material change to the structural components of the Premises, including, without limitation, outer walls and load-bearing walls, and the roof, floor, or foundations of the Premises. If Tenant's plans and specifications are not acceptable to Landlord, Landlord will advise Tenant of the required modifications to Tenant's plans and specifications. Tenant shall modify and deliver to Landlord its revised plans and specifications within five (5) business days of receipt of Landlord's required modifications. Landlord and Tenant will continue this process until Landlord has approved Tenant's plans and specifications for Tenant's Work. Within five (5) business days of receipt of Landlord's approval of Tenant's plans and specifications, Tenant will apply for any and all permits and other governmental approvals necessary to perform the Tenant's Work, and Tenant will diligently prosecute such application until approved. Tenant shall not modify Tenant's plans and specifications approved by Landlord without Landlord's prior written consent which shall not be unreasonably withheld, except for such plans or specifications that relate to or may affect the structural elements or roof of the Premises (as above-said), in which case Landlord's written consent may be given or withheld in Landlord's sole discretion. The review and approval of Tenant's plans (or Tenant's contractor) by Landlord are solely for purposes of determining, in Landlord's sole opinion, whether or not the Tenant's Work is compatible with the function, design, capacity and layout of the mechanical, structural, electrical and plumbing systems, facilities and equipment located in the Premises and the Common Areas and is aesthetically compatible with the surrounding improvements and shall not constitute the assumption by Landlord of any responsibility for the accuracy, sufficiency or feasibility of the plans and shall not imply any acknowledgment, representation or warranty by Landlord that the design is safe, feasible,

structurally sound or will comply with any legal or governmental requirements, and Tenant shall be responsible for all of the same.. Landlord shall not be liable in any way whatsoever to the Tenant or to any other person for the performance, design or quality of Tenant's work, for its failure to comply with applicable legal requirements or for the utility or functional aspects of the Tenant's Work. For purposes of this Section 2 of the Special Stipulations only, notices to Landlord may be delivered to Landlord's representative A. Barton Lester via email to [blester@oakrep.com](mailto:blester@oakrep.com), and notices to Tenant may be delivered to Corey Maurice Morris via email to [coreymorris704@gmail.com](mailto:coreymorris704@gmail.com) and Uriel Espinoza via email to [urielespinoza@apframing.com](mailto:urielespinoza@apframing.com).

(b) Construction of the Tenant's Work. Upon Landlord's approval of Tenant's plans and specifications in accordance with the process set forth above, and upon receipt of all required municipal permits and approvals from DeKalb County (and any other relevant local or county authorities), Tenant will commence construction of Tenant's improvements to the Premises. **Notwithstanding the foregoing, Tenant shall not commence any work in the Premises until (i) Tenant delivers to Landlord certificates evidencing Tenant's procurement of a policy of public liability and property damage insurance in accordance with the requirements of Section 13(a) of the Lease, and (ii) Tenant procures, or causes its general contractor to procure, all-perils builder's risk insurance for the full replacement value of Tenant's Work, with a waiver of coinsurance and subrogation, a deductible not to exceed Ten Thousand Dollars (\$10,000), and with Landlord (and Tenant, if Tenant's contractor shall be obtaining the policy) included as additional insureds.** In the event Tenant has not complied with each of the foregoing conditions, Landlord may, in its sole and absolute discretion, reasonably control Tenant's access to the Premises to the extent Landlord deems necessary without such actions resulting in any postponement or delay of the Rent Commencement Date set forth in Section 2 of the Lease. Tenant shall be required to control and retain noise, dust or other materials within the Premises, subject to directives from Landlord, and Tenant shall be required to clean all H.V.A.C. filters clogged with dust, or other materials resulting from its construction activities. All of the Tenant's Work shall be of good quality and workmanship and performed in a good and workmanlike way by a licensed contractor approved by Landlord. Tenant's contractor(s) shall be approved by Landlord as part of the plan approval process set forth in subsection (a) above and shall be required to issue no less than a one (1) year warranty covering Tenant's Work following its completion. Tenant shall be solely responsible for all construction costs associated with the construction of the Tenant's Work and any and all additional costs associated with preparation and/or construction of the Tenant's Work, including, but not limited to, any and all architectural fees, space planning fees, and engineering fees.

(c) Lien Waivers. Tenant shall make all timely payments to Tenant's contractors such that no lien of any kind shall be filed upon or against the Premises. Tenant shall obtain interim lien waivers or cause its contractor(s) to obtain interim lien waivers for any contractor or supplier providing work or materials for the Tenant's Work in the form set forth in O.C.G.A. Section 44-14-366(d) (the "interim lien waivers"), and final lien waivers in the form set forth in O.C.G.A. Section 44-14-366(e) (the "final lien waivers"), which, at Landlord's option, shall be delivered in accordance with a schedule relayed by Landlord to Tenant, Tenant hereby agrees to hold harmless and indemnifies Landlord and Landlord's agents, managers, employees, licensees, and contractors from and against any and all claims and expenses (including attorney's fees) arising out of or related to the Tenant's Work except for those occasioned by Landlord's sole negligence.

Exhibit "F"

Rules and Regulations

1. The sidewalks, halls, passages, exits, entrances, retail areas, parking areas, roadways, elevators, escalators and stairways of the Building and Property shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, malls, parking areas, roadways, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building. Landlord shall have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor to change the arrangement and/or location of entrances or passageways, doors or doorways, corridors, elevators, stairs or toilets and to change, alter, increase, decrease or modify the other areas of the Building and Property.

2. Intentionally Deleted

3. The Landlord shall designate appropriate entrances for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property. Any non-pedestrian use of the passenger elevators must be approved in advance by Landlord. Tenant shall use best efforts to have deliveries performed prior to 8:00 a.m. and/or after 6:00 p.m. Tenant shall not allow any objects or articles to be dropped or thrown from any window or balcony. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, except as otherwise set forth in the Lease; and subject to the foregoing; all damage done to the Building by moving or maintaining such property shall be repaired at the expense of Tenant.

4. No tenant shall use or keep in the Premises, Building or the Property any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the Premises or the Building.

5. Tenant will not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Premises, nor shall Tenant place or permit any radio, television, loudspeaker or amplifier on the roof, storefront, or outside the Premises. In addition, Tenant shall take actions or precautions (including installation of sound-dampening or insulating materials as necessary) to ensure that such noises or vibrations shall not emanate from the interior portions of the Premises.

6. Tenant acknowledges and agrees to the desirability or the necessity of Landlord, under law or in the prudent management of the Building, organizing and coordinating within the Building and among all tenants, arrangements and exercises appropriate to maximize the safety of all tenants in the event of fire or any other such disaster which may require the partial or total evacuation of the Building or Property.

Tenant undertakes and hereby agrees to fully cooperate with and participate in any simulated exercises with respect to the foregoing arrangements and exercises arranged from time to time by Landlord. Tenant hereby indemnifies Landlord, and agrees to hold Landlord harmless, from and against any loss, costs, damages, injuries, or expenses incurred by Tenant as a result of, through, or in conjunction with the arrangement, coordination or performance of the arrangements and exercises as herein described.

7. All contractors and technicians rendering any installation service to Tenant shall be referred to Landlord for approval and supervision prior to performing any services, not to be unreasonably withheld. This applies to all work performed in the Building, including, but not limited to, installation of telephones, communication or video equipment and electrical devices as well as all installations affecting floors, walls, woodwork, windows, ceilings and any other physical portion of the Building.

8. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name of the Building.

9. Landlord reserves the right to exclude from the Common Areas of the Property, but not the Tenant's Premises, between the hours of 8:00 P.M. and 8:00 A.M. and at all hours on Saturdays, Sundays and legal holidays all persons who do not present identification acceptable to Landlord. Each tenant shall provide Landlord with a list of all persons authorized by Tenant to enter its premises and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Property of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Property during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

10. At no additional cost or expense but subject to the inclusion of any such costs in Operating Expenses, tenants shall have use of the Property's trash compactor located remotely in the maintenance area.

11. No tenant shall store used fryer oil outside of its leased premises. A closed loop oil system is recommended for all such uses.

12. Each tenant shall ensure that the doors and windows of its premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Premises so as to prevent waste or damage, and for any default or carelessness in this regard, Tenant shall make good all injuries sustained by other tenants or occupants of the Building of Landlord. On multiple tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

13. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invites, shall have caused it.

14. Except with the prior written consent of Landlord, no tenant shall sell retail newspapers, theater or travel tickets, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises of any tenant be used for manufacturing of any kind, or any business or activity other than that specifically provided for in the Tenant's Lease.

15. Tenant shall not install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building without the prior written consent of Landlord. No TV or radio or recorder shall be played in such manner as to cause a nuisance to any other tenant.

16. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its Premises.

17. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the DeKalb County, Georgia without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only in receptacles and dumpsters provided for such purposes and at such times as Landlord shall designate.

18. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.

19. The requirements of tenants will be attended to only upon application in writing at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

20. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

21. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of premises in the Building.

22. Landlord reserves the right to make such other reasonable, uniform, written rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.

23. For the benefit of all Building occupants, their clients and visitors, smoking is not permitted in any part of the Property (especially the lobbies, corridors, exit stairwells, elevators and restrooms of the Building) nor at the main entrances to the buildings.

24. Except with the prior written consent of the Landlord, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, or air-conditioning apparatus in or about the Premises, or carry on any mechanical business therein. Notwithstanding the foregoing, Tenant shall be permitted to safely operate a steamer, irons and a refrigerator in the Premises. Except for Contaminants (as hereinafter defined) used in the ordinary course of business and in compliance with Requirements of Law (as hereinafter defined), Tenant and its agents, employees, contractors and invitees shall not use, store, release, generate or dispose of or permit to be used, stored, released, generated or disposed of any Contaminants on or in the Premises. "Contaminant" shall mean any substance or waste containing hazardous substances, pollutants, and contaminants as those terms are defined in the Federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and any substance similarly defined or identified in any other federal, provincial or state laws, rules or

regulations governing the manufacture, import, use, handling, storage, processing, release or disposal of substances or wastes deemed hazardous, toxic, dangerous or injurious to public health or to the environment. This definition includes friable asbestos and petroleum or petroleum-based products. “Requirements of Law” shall mean any federal, state or local law, rule, regulation, permit, agreement, order or other binding determination of any governmental authority relating to the environment, health or safety.

Exhibit "F-1"

Exclusive Uses and Prohibited Uses

Exclusive Uses:

In no event shall Tenant use the Premises for the following uses which Tenant acknowledges and agrees are reserved for the exclusive use and business of certain co-tenants operating in the Building:

- N/A

Prohibited Uses: In addition to and not in limitation of any of the provisions of the Lease respecting prohibited uses of the Premises and Tenant's covenant not to use the Premises for any purpose other than the uses set forth in Section 5 of the Lease, Tenant shall not use the Premises for the following unless expressly Landlord expressly consents to such use in advance and in writing:

1. Any use which is a public or private nuisance, or any use which creates vibrations or offensive odors which are noticeable outside of its premises, or any noise or sound which can be heard outside of the Premises 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, which must be approved by Landlord and comply with any applicable public ordinances or laws.
2. Any flashing lights, strobe lights, search lights, or video screens (provided interior video screens not visible from the exterior shall not be restricted).
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 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 storage of explosives or other hazardous materials (other than materials sold or used in the normal course of Tenant's business, provided that the same are handled in accordance with all governmental rules, regulations and requirements applicable thereto).
5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors which are screened from public view).
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, dry cleaning plant, or laundromat.
8. Any automobile and/or service station or car wash. or any automobile, truck, van, trailer, mobile home or recreational vehicle sales, leasing, display or repair facility. including without limitation any tire, battery and accessory facility.
9. Any living quarters, sleeping apartments, or lodging rooms.

10. Any veterinary hospital or animal-raising facilities (except that this prohibition shall not prohibit pet shops).
11. Any funeral parlor or mortuary.
12. Any establishment selling or exhibiting pornographic materials; any adult bookstore or other similar establishment where minors are not permitted; any establishment 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 (less than ten percent (10%) of gross sales) part of the business of bona fide book or video sale or rental store (or book or video department of a store).
13. Any massage parlor, except for spas which are approved by Landlord.
14. Any thrift store, liquidation outlet, flea market, carnival, shooting gallery, or off-track betting parlor or other gambling establishment, facility or 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. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities so long as such governmental and/or charitable activities are incidental (less than ten percent (10%) of gross sales) to the business operation being conducted on the Premises.
15. Any auditorium, meeting hall, church or other house of worship, or similar place of general public assembly, unless expressly agreed to by Owner.
16. Dance or music halls, disco, night clubs, or discotheques, unless expressly agreed to by Owner.
17. 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.
18. Any training or education facility, including but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, the foregoing shall not be applicable to on-site employee or other training by Tenant incidental to the conduct of its business on the Premises.
19. A food supermarket or grocery store, excluding "drug stores" or "pharmacies."
20. Office (other than for administrative offices incidental to an otherwise permitted retail operation conducted on the Premises).
21. Any other use or operation which is not in keeping with the operation of a first-class community, mixed use development.



Exhibit “G”

Guaranty Agreement

[Attached]

## GUARANTY AGREEMENT

THIS Guaranty Agreement (the “Guaranty”) is executed and delivered this 14<sup>th</sup> day of July 2025 by **Corey Maurice Morris**, an individual resident of Georgia, having an address of 1438 S. Diana Court, Smyrna, GA, 30080, **Uriel Espinoza Ibarra**, an individual resident of Georgia, having an address of 3313 Pristine Pt., Dacula, GA 30019, and AP FRAMING, INC., a Georgia corporation, having an address of 2675 Mall of GA Blvd, Ste 301, Buford, GA, 30519, (jointly and collectively, “Guarantor”), in favor of **OCP 3000 ND, LLC**, a Georgia limited liability company (“Landlord”).

### R E C I T A L S:

A. **Undisputed Physiques LLC**, a Georgia limited liability company (“Tenant”), and Landlord are parties to that certain Lease Agreement dated July 14, 2025 (the “Lease”) for that certain warehouse/office building comprising approximately 15,242 rentable square feet known having an address of 3000 N. Decatur Road, Decatur, Georgia 30033 (the “Premises”).

B. In order to induce Landlord to enter into the Lease, Guarantor agreed to execute and deliver to Landlord this Guaranty.

C. Guarantor acknowledges that Landlord would not have entered into the Lease without the execution and delivery by Guarantor of this Guaranty.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the execution of the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor hereby agrees in favor of Landlord (and Landlord’s successors and assigns) as follows:

1. Guarantor absolutely, unconditionally and irrevocably guarantees the prompt and complete payment and performance when due, whether by acceleration or otherwise, of all obligations, liabilities and covenants, whether now in existence or hereafter arising, of Tenant to Landlord, and arising under the Lease, including without limitation all amounts due to Landlord as Rent or otherwise under the Lease, as it may be renewed or the Term thereof extended (the “Obligations”). Guarantor hereby agrees to pay and/or perform punctually, upon written demand by Landlord, each such Obligation which is not paid or performed as and when due and payable by Tenant, in like manner as such amount is due from Tenant. For purposes hereof, the Obligations shall be performed and/or due and payable when due and payable under the terms of the Lease notwithstanding the fact that the collection or enforcement thereof as against Tenant may be stayed or enjoined under Title 11 of the United States Code or similar applicable law. This Guaranty is one of payment and not of collection.

2. Guarantor’s obligations under this Guaranty are absolute and unconditional and shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or the Lease, or by any other circumstance relating to the Obligations or the Lease which might otherwise constitute a legal or equitable discharge of or defense of a guarantor or surety. Guarantor hereby irrevocably waives any and all suretyship defenses, defenses that could be asserted by Tenant (except payment) and all other defenses that would otherwise be available to Guarantor. All payments by Guarantor pursuant to this Guaranty shall be made without setoff. Landlord shall not be obligated to file any claim relating to the Obligations in the event that Tenant becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of Landlord so to file shall not affect Guarantor’s obligations under this Guaranty. Guarantor irrevocably waives any right to require Landlord to pursue any other remedy in Landlord’s power whatsoever, whether against Tenant or any other obligor principally or secondarily obligated with respect to the Obligations.

Guarantor irrevocably waives any defense arising by reason of any disability, bankruptcy, reorganization or similar proceeding involving Tenant. In the event that any payment in respect of any Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable under this Guaranty in respect of such Obligations as if such payment had not been made.

3. Guarantor agrees that a Landlord may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of, or performance of, or renew, any of the Obligations, and may also make any agreement with Tenant or with any other party to or person liable on any of the Obligations, or interested therein, for the extension, renewal, payment, compromise, waiver, discharge or release thereof, in whole or in part, or for any amendment or modification of the terms thereof or of the Lease or any other agreement between Landlord and Tenant or any such other party or person, without in any way impairing, releasing or affecting the liabilities of Guarantor under this Guaranty.

4. Guarantor will not exercise any rights which it may acquire by way of subrogation until all of the Obligations to Landlord shall have been indefeasibly paid in full, or performed in its entirety. Any amount paid to Guarantor in violation of the preceding sentence shall be held in trust for the benefit of Landlord and shall forthwith be paid to Landlord to be credited and applied to the Obligations, whether matured or unmatured. Guarantor hereby subordinates any and all liabilities and indebtedness to Guarantor to the prior indefeasible payment in full of the Obligations.

5. This Guaranty shall remain in full force and effect and be binding upon Guarantor, its successors and assigns until all of the Obligations have been satisfied in full and the Lease shall have been terminated or fully performed. This Guaranty may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Landlord and Guarantor. This is a continuing Guaranty relating to all Obligations, including any arising during any holdover term or arising under transactions renewing or extending the term of the Lease, changing the terms of any Obligations, or creating new or additional Obligations after prior Obligations have in whole or in part been satisfied, regardless of any lapse of time. If any of the present or future Obligations are guaranteed by persons, partnerships, corporations or other entities in addition to Guarantor, the death, release or discharge, in whole or in part, or the bankruptcy, liquidation or dissolution of one or more of them shall not discharge or affect the liabilities of Guarantor under this Guaranty. The obligations of Guarantor hereunder shall be additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in respect of Tenant's obligations, liabilities and covenants under the Lease.

6. No failure on the part of Landlord to exercise, and no delay in exercising, any right, remedy or power under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by Landlord of any right, remedy or power under this Guaranty preclude any other or future exercise of any right, remedy or power under this Guaranty. Each and every right, remedy and power granted to Landlord under this Guaranty or allowed it by law or by the Lease or any other agreement shall be cumulative and not exclusive of any other, and may be exercised by Landlord from time to time.

7. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of any such obligation or liability, suit or the taking of other action by Landlord against, and all other notices whatsoever to, Tenant, Guarantor or others.

8. Landlord may at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) take or fail to take any action of any kind in respect of any security for any obligation, covenant or liability of Tenant to Landlord, (b) exercise or refrain from exercising any rights against Tenant or others, (c) compromise or subordinate any

obligation or liability of Tenant to Landlord including any security therefor, (d) consent to the assignment by Tenant of its interest in the Lease, or (e) consent to any other matter or thing under or relating to the Lease. Guarantor waives trial by jury in any action, proceeding or counterclaim, involving any matters whatsoever arising out of or in any way connected with the Guaranty. Guarantor agrees to reimburse Landlord for the costs and attorney's fees incurred by reason of Landlord having to enforce this Guaranty.

9. Guarantor represents and warrants to Landlord that (a) the Lease has been duly authorized, executed and delivered by Tenant and is a legal, valid and binding instrument enforceable against Tenant in accordance with its terms, and (b) this Guaranty has been duly authorized, executed and delivered by Guarantor and is a legal, valid and binding instrument enforceable against Guarantor in accordance with its terms.

10. Guarantor may not assign its rights nor delegate its obligations under this Guaranty, in whole or in part, without prior written consent of Landlord, and any purported assignment or delegation absent such consent is void. This Guaranty shall remain in full force and effect notwithstanding (a) any assignment or transfer by Tenant of its interest in the Lease (in which case this Guaranty shall apply, from and after such assignment or transfer, to all of the obligations, liabilities and covenants of the assignee or transferee under the Lease), or (b) any assignment or transfer by Landlord of its interest in the Lease (in which case Guarantor's obligations under this Guaranty shall inure to the benefit of Landlord's assignee or transferee), in each case irrespective of whether Guarantor has notice of or consents to any such assignment or transfer.

11. Guarantor certifies that Guarantor's address listed in the first page of this Guaranty is true and correct, and in the event said address changes, Guarantor shall immediately notify Landlord of such change.

12. Whenever this Guaranty is executed by more than one party as "Guarantor", all references herein to "Guarantor" shall refer to each and all of the undersigned parties signing this Guaranty as Guarantor; and the liability of said parties for the performance of the covenants, duties and Obligations of Guarantor hereunder shall be joint and several.

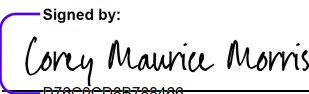
THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. GUARANTOR AND LANDLORD JOINTLY AND SEVERALLY AGREE TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN THE STATE OF GEORGIA, UNITED STATES OF AMERICA, OVER ANY DISPUTES ARISING OR RELATING TO THIS GUARANTY.

**Notwithstanding anything to the contrary contained in this Guaranty, (A) following the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date, provided that no Event of Default remains uncured, the total liability of Guarantor pursuant to this Guaranty shall be limited to all unpaid Rent due for twelve (12) months following the date of the occurrence of a breach of the Lease resulting in an Event of Default under the Lease, plus any unamortized Landlord costs as identified in Section 9(c) of the Lease, which are expressly excepted from the limitation set forth herein; and, (B) provided that no Event of Default remains uncured at the time of the expiration of the initial ten (10) year Term of the Lease, this Guaranty shall expire and be of no further force and effect.**

IN WITNESS WHEREOF, this Guaranty Agreement has been executed and delivered as of the date and year first above written.

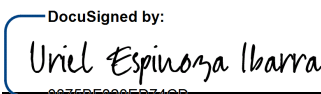
[Signatures Appear Next Page]

**GUARANTOR:**

Signed by:  [SEAL]  
D70C0CD6B788406...  
**Corey Maurice Morris,**  
an individual resident of Georgia

Guarantor’s Social Security No.:  
439595552


**GUARANTOR:**

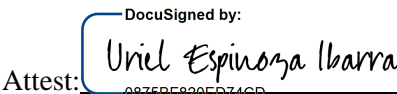
DocuSigned by:  [SEAL]  
0875BF820ED74CD...  
**Uriel Espinoza Ibarra,**  
an individual resident of Georgia

Guarantor’s Social Security No.:  
729140481

**GUARANTOR:**

AP FRAMING, INC.,  
a Georgia corporation

DocuSigned by:   
By: 0875BF820ED74CD...  
Uriel Espinoza Ibarra, President

DocuSigned by:   
Attest: 0875BF820ED74CD...  
Uriel Espinoza Ibarra, Secretary

EIN: 453461132

Exhibit “H”Special Stipulations

1. Landlord Contribution to Installation of HVAC System. Landlord shall reimburse Tenant up to Thirty-Seven Thousand Five Hundred dollars (\$37,500) for its cost incurred in installing a new HVAC system with a minimum of 15 tons of cooling capacity in the Premises (“Landlord’s HVAC Contribution”). Tenant (or Tenant’s contractor) shall obtain at least three (3) bids for the installation of the new HVAC system in the Premises and Tenant shall select the subcontractor that produces the lowest bid, unless Tenant receives written approval from Landlord to use an HVAC subcontractor other than the lowest bidder. After the installation of the HVAC system Work, and Landlord’s confirmation of Tenant’s compliance with all of the terms and conditions relating thereto, Landlord shall pay over to Tenant Landlord’s HVAC Contribution within thirty (30) days after Tenant’s written request therefor together with documentation in the form of invoices or receipts sufficient in Landlord’s reasonable discretion to demonstrate payment of or incurrence of liability for the installation of the HVAC system serving the Premises; provided that Landlord shall not be required to pay the Landlord’s HVAC Contribution unless and until Tenant shall have actually opened for business from the Premises, and commenced paying Rent covering the Premises to Landlord.
2. Renewal Option. Tenant shall have two (2) options to renew this Lease for successive three (3) year periods (each a “Renewal Term”), subject to the terms and conditions set forth herein. Each Renewal Term shall commence on the day following the expiration of the then-current Term and shall be upon all the same terms and conditions as the original Term, except that Base Rent shall be increased in accordance with the schedule set forth below:

<b>FIRST RENEWAL TERM:</b>	
<i>Period</i>	<i>Monthly Rent</i>
Year 1	\$25,604.97
Year 2	\$26,373.12
Year 3	\$27,164.31
<b>SECOND RENEWAL TERM:</b>	
<i>Period</i>	<i>Monthly Rent</i>
Year 1	\$27,979.24
Year 2	\$28,818.62
Year 3	\$29,683.17

The following additional conditions to Tenant’s right to renew this Lease shall also apply: (i) Tenant must provide Landlord no less than two hundred seventy (270) days’ advance written notice of Tenant’s election to renew the Term of the Lease, (ii) both at the time of providing notice of Tenant’s intent to renew the Term and on the last day of the initial Term, Tenant must currently be occupying the Premises, not be in default under the Lease, and intend in good faith to occupy the Premises during the Renewal Term, and (iii) Tenant must provide Landlord Tenant’s current financial statement within thirty (30) days of the date Tenant provides notice to Landlord of Tenant’s renewal of this Lease, accompanied by a statement certified by Tenant’s chief financial officer of the annual gross receipts and sales made by Tenant in, on, or from the Premises during

the last complete fiscal year of Tenant; and should Tenant's financial statement demonstrate, in Landlord's reasonable judgment, a likelihood of imminent default in the payment of any Rent under the Lease as would be extended by the Renewal Term, then Tenant's option to renew shall, at Landlord's option, be null and void. Tenant's option to renew the Term of this Lease is personal to Tenant and may not be exercised by any other party other than Tenant, nor may Tenant's option to renew the Term of this Lease be assigned by Tenant without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion.

3. Termination Option. Tenant shall have the one-time right to terminate the Lease effective at 11:59 PM on the last day of the sixtieth (60th) full calendar month following the Rent Commencement Date ("Effective Date of Termination"). In order to exercise its termination right hereunder, Tenant must (i) provide advance written notice of its intent to terminate the lease at least two-hundred seventy (270) days' prior to the Effective Date of Termination and (ii) at the time of providing advance written notice of its intent to terminate the lease, Tenant must pay the Landlord a termination penalty equivalent to four (4) months of Base Rent and Pass-Through Expenses (the "Termination Penalty"). In the event that the termination option is exercised, following the required notice period set forth herein and payment of the Termination Penalty, the Lease shall terminate and be null and void as of the Effective Date of Termination (except for such agreements and conditions expressly set forth in the Lease as surviving the termination of the Lease).



USA  
Georgia  
GOVERNOR *Bill* 011884

**COMMERCIAL DRIVER'S LICENSE**

DL NO. 059096770 DOB 01/18/1984  
CLASS A EXP 01/18/2027  
COREY MAURICE MORRIS

2345 PEACHWOOD CIR NE APT 6108  
ATLANTA, GA 30345-8043  
DEKALB

Restrictions A End TN  
Iss 01/17/2019

Sex M Eyes BRO  
Hgt 6'-01" Wgt 190 lb

DD 369220514470041908

COMMISSIONER *Spencer R. Moore*

*Corey*

GEORGIA  
DRIVER'S LICENSE

GOVERNOR: *Bill*

**DL** 

4d DL NO. 055588035 3 DOB 07/20/1977  
9 CLASS C 4b EXP 07/20/2027  
2 URIEL  
1 ESPINOZA IBARRA

8 3313 PRISTINE PT  
DACULA, GA 30019-4643  
GWINNETT

12 REST A  
9a END NONE  
4a ISS 09/25/2024  
15 SEX M 18 EYES BRO  
16 HGT 5'-05" 17 WGT 198 lb 07/20/1977

5 DD 577008930560020000

COMMISSIONER: *Spencer R. Moore*

♥ ORGAN DONOR



3016 North Decatur Road  
Scottsdale, GA 30079

Tel: 404-371-4100  
Fax: 404-393-9691  
[www.oakrep.com](http://www.oakrep.com)

November 24, 2025

DeKalb County Planning and Zoning  
178 Sams Street  
Decatur, GA 30030

***Re: Parking Spaces for Undisputed Physiques at 3016 N. Decatur Road***

To whom it may concern at DeKalb County Planning and Zoning:

I am the manager and co-owner of Oakhurst Realty Partners, LLC, the business owner and lessee at 3016 N. Decatur Road, Scottsdale, GA 30079.

The purpose of this letter is to confirm that we are granting Undisputed Physiques LLC, the business located at 3000 N. Decatur Road, Decatur, GA 30030, the use of up to twenty-two (22) parking spaces on our property for the term of its lease with OCP 3000 ND, LLC, subject to the terms of the parking agreement.

Sincerely,

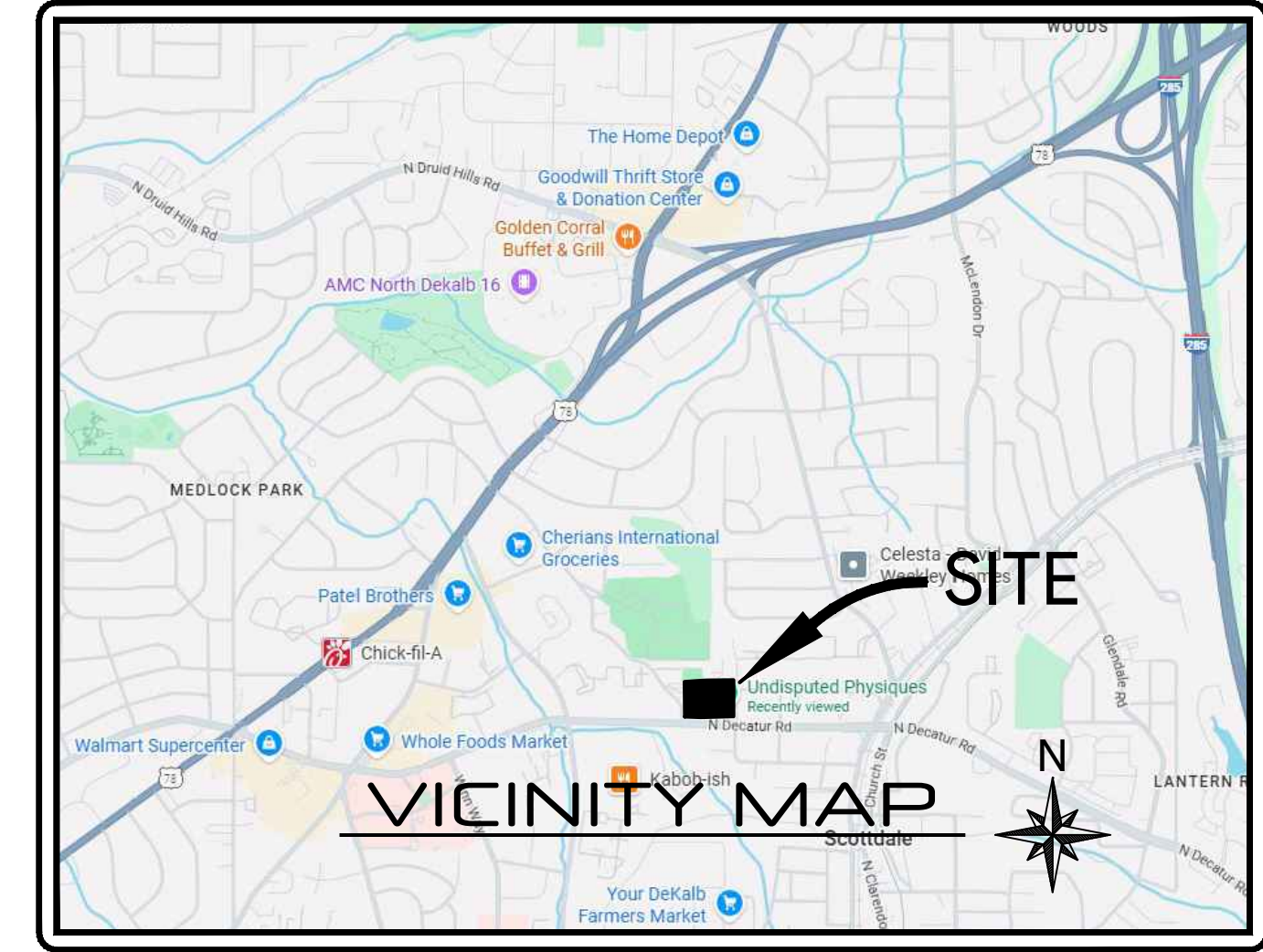
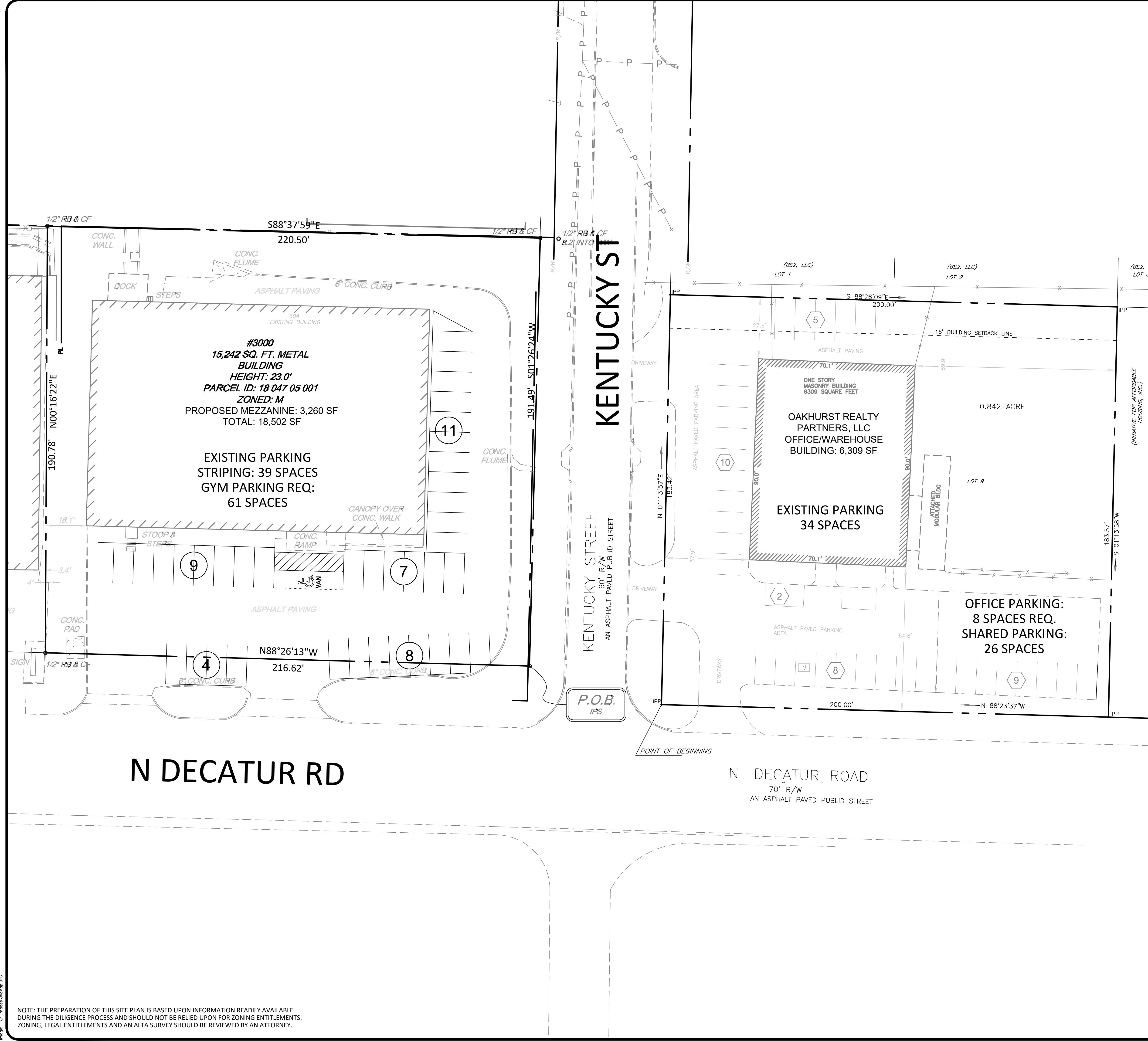
A handwritten signature in blue ink, appearing to read "Bart Lester", with a long horizontal flourish extending to the right.

Bart Lester  
Managing Partner

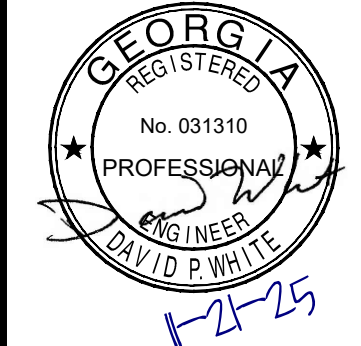
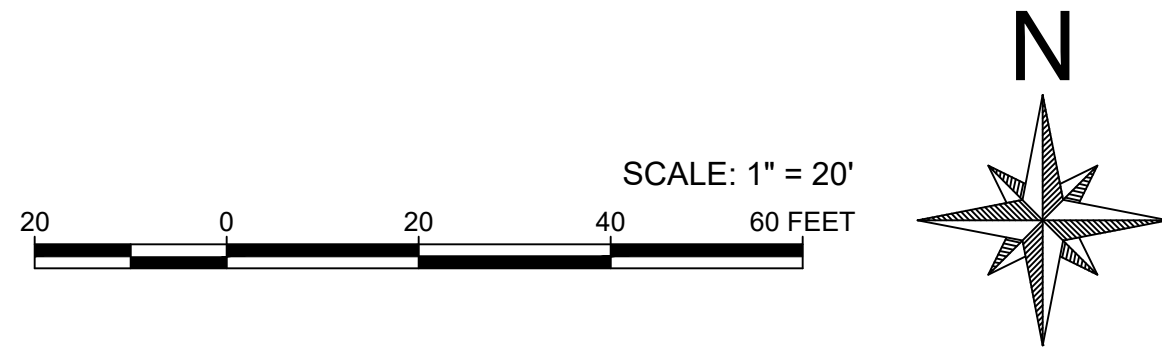


Friday, November 21, 2025 08:20:31am (GMT) 2A: C:\projects\25416\25416.dwg 25416 - Gym - Sewer - Parking\25416 CP1 11-17-25.dwg [CP1]

NOTE: THE PREPARATION OF THIS SITE PLAN IS BASED UPON INFORMATION READILY AVAILABLE DURING THE DILIGENCE PROCESS AND SHOULD NOT BE RELIED UPON FOR ZONING ENTITLEMENTS. ZONING, LEGAL ENTITLEMENTS AND AN ALTA SURVEY SHOULD BE REVIEWED BY AN ATTORNEY.



Level 1		
	Existing/Req'	Proposed
Zoning	M	-
Use Allowed	Yes	-
Use Specific Req'	N/A	-
Flood Zone	No	-
National Wetlands Inventory	-	-
Overlay District	-	-
Gym (3000 N Decatur)	15, 242 SF	18,502 SF
Total Site Area	-	0.96 AC
Building Setbacks	-	-
Major	-	-
Minor	-	-
Side	-	-
Rear	-	-
Landscape Strips	-	-
Major	-	-
Minor	-	-
Side	-	-
Land Use Buffers	-	-
Environmental Buffers	-	-
Level 2		
	Existing/Req'	Proposed
3000 N.D.R. Gym Parking Req	1 space / 300 SF	18,502sf/300= 61 spaces
3016 N.D.R. Office Parking Req	1 space / 500 SF	3,500sf/500 = 7 spaces
3016 N.D.R. Warehouse Parking Req	1 space / 2,000 SF	2,800sf/2,000 = 1 space
Total Parking Required	-	68 Spaces
Parking Spaces Provided	3000 N Decatur Rd	39 Spaces
Parking Spaces Provided	3016 N Decatur Rd	34 Spaces
Total Parking Provided	-	73 Spaces
Parking Size	-	-
Compact Parking %	-	-
Loading Space	-	-
LS - Open Space %	-	-
Minimum Lot Size	-	-
Minimum Frontage	-	-
Adjacent Zoning North	-	-
Adjacent Zoning South	-	-
Adjacent Zoning East	-	-
Adjacent Zoning West	-	-
Water Sewer Proximity	-	-
Overlay Requirements	-	-



**civiloicistix**  
500 SUN VALLEY DRIVE, STE H3, ROSWELL, GA 30076  
(404) 594-4403 - civiloicistix.com

**Gym Parking Analysis**  
**Undisputed Physiques**  
3000 N Decatur Rd  
Decatur, GA 30033

**CP1**  
**25416**

**NOVEMBER 21, 2025**  
REVISIONS