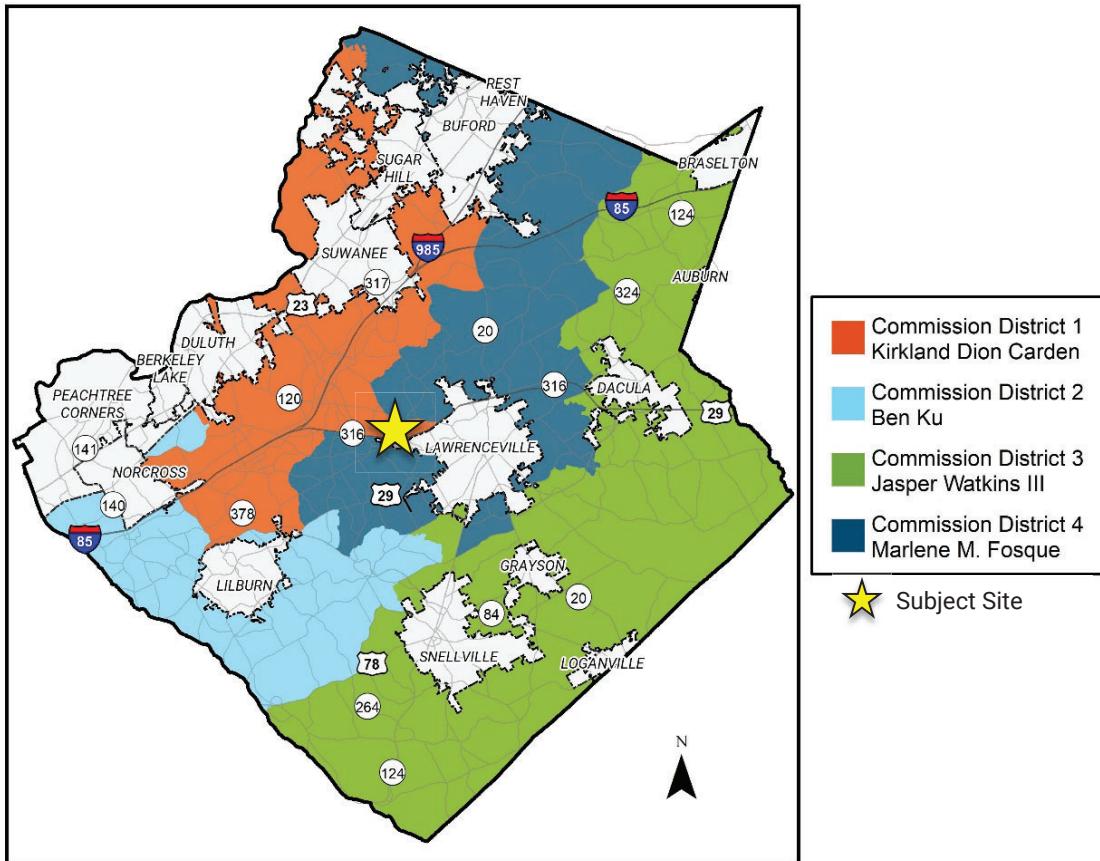




PLANNING AND DEVELOPMENT DEPARTMENT CASE REPORT

Case Number: CIC2022-00007
Current Zoning: C-2 (General Business District)
Request: Change in Conditions
Additional Request: Variance
Address: 1106 Duluth Highway
Map Numbers: R7033 088
Site Area: 0.63 acres
Square Feet: 2,400
Proposed Development: Automobile Repair Shop
Commission District: District 1 – Commissioner Carden
Character Area: Innovation District
Staff Recommendation: DENIAL

Case Number: SUP2022-00007
Current Zoning: C-2 (General Business District)
Request: Special Use Permit
Address: 1106 Duluth Highway
Map Numbers: R7033 088
Site Area: 0.63 acres
Square Feet: 2,400
Proposed Development: Automobile Repair Shop
Commission District: District 1 – Commissioner Carden
Character Area: Innovation District
Staff Recommendation: DENIAL



Applicant: Iftikhar Rauf
2891 Valley Springs Drive
Lawrenceville, GA 30044

Owner: Salim Jiwa
1815 Severbrook Place
Lawrenceville, GA 30043

Contact: Iftikhar Rauf

Contact Phone: 678.538.7865

Zoning History

The subject property is zoned C-2 (General Business District). The parcel was rezoned from PUD (Planned Unit Development) to OBP (Office Business Park) in 1987 for an office/warehouse business park, pursuant to REZ1987-00040. In 1998, the parcel was rezoned from OBP (Office Business Park) to C-2 (General Business District) for commercial/retail uses pursuant to REZ1998-00092. REZ1998-00092 was a rezoning for a larger 1.2-acre tract which included the parcel to the west of the subject property (R7033 305) which is not part of this request.

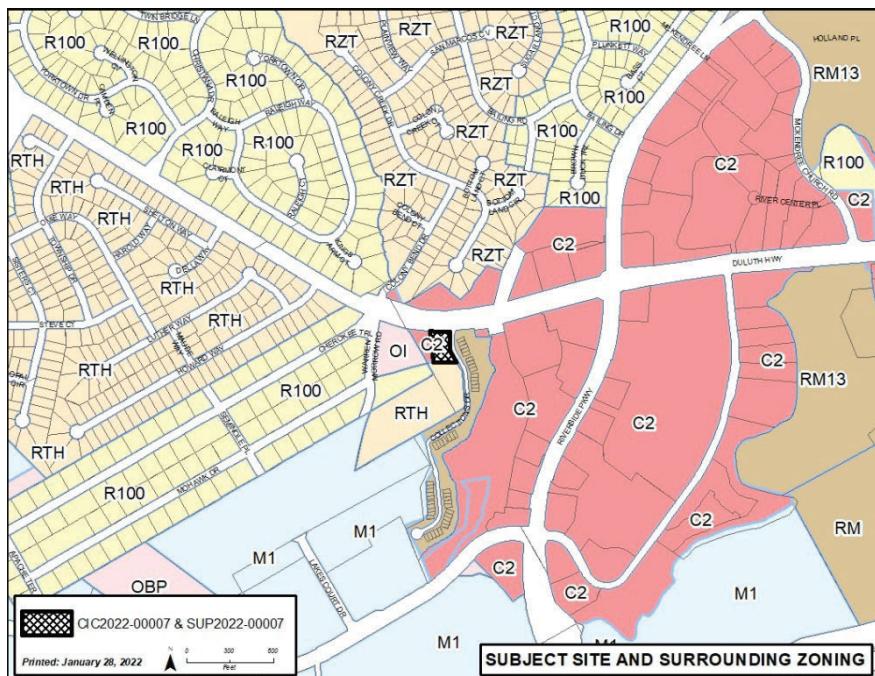
Existing Site Condition

The subject site is a 0.63-acre parcel located along the south side of Duluth Highway. The site is developed with a coin-operated, self-service carwash building. The car wash is not operational. A structure in the rear labeled as 'mechanical building' on the site plan appears to be vacant as well. The site topography is relatively flat and there are no existing streams or wetlands on the site. Access to the site is provided via a limited access driveway on Duluth Highway which is classified as a major arterial

street. A five-foot-wide sidewalk and 10-foot-wide grassed strip exist along the northern property boundary abutting Duluth Highway. An access easement exists along the western property line to access the telecommunication tower on the parcel (7033 305) to the south of the subject property. The nearest Gwinnet Transit stop is approximately 0.25 miles from the site.

Surrounding Use and Zoning

The surrounding area is characterized predominantly by single-family and multi-family residential developments. The commercially zoned properties to the west and north of the site are wooded and undeveloped. A townhouse neighborhood is located directly to the east. Further east, commercial uses are more concentrated at the intersection of Duluth Highway and Riverside Parkway. Multiple single-family neighborhoods are located to the west along Duluth Highway. The following is a summary of surrounding uses and zoning:



Location	Land Use	Zoning	Density
Proposed	Automobile repair shop	C-2	N/A
North	Undeveloped	C-2	N/A
East	Townhouses	RM-8	7.69 units per acre
South	Undeveloped	R-TH	N/A
West	Undeveloped	C-2	N/A

Project Summary

The applicant requests a change in conditions and special use permit for a 0.63-acre property zoned C-2 to allow for an automobile repair shop, including:

- A change in conditions of zoning case, REZ1998-00092. The applicant is requesting revisions to the following conditions:

- *Condition 1.A. "To restrict the use of the property as follows: A 2,400 square foot car wash and commercial-leased building as shown on the submitted site plan."*

The applicant is proposing to amend condition 1.A. to remove the restriction placed on the subject property as a car wash only to operate an automobile repair shop in one bay of an existing building. The applicant also intends to resume the operation of the car wash in the future. Additionally, applicant is proposing to strike the following portion of the sentence of Condition 1.A.: *"and commercial-leased building as shown on the submitted site plan"*. This "commercial-leased building" is not located on the subject property and not under the same ownership.

- Reuse of a portion of an existing 2,400 square foot single-story car wash building as a single bay automobile repair shop. The remaining bays located within the existing building will remain unchanged. The site plan does not indicate any additional modifications to the existing structure.
- Two proposed parking spaces to the rear of the building for automobile repair shop.
- A letter of intent indicating hours of operation from 9:00am to 6:00pm and one employee.
- A landscape strip along Duluth Highway that does not comply with the zoning condition 2.A. of REZ1998-00092.
- Six vacuum stations that were installed in 2020 without a permit from County is encroaching into the front yard setback. For this reason, a stop work order was posted for unpermitted construction.
- One of the six bays enclosed in 2020 without a permit from the County.

Zoning and Development Standards

The applicant is requesting a Change in Conditions and Special Use Permit for an automobile repair shop in the in C-2, General Business District. The following is a summary of applicable development standards from the Unified Development Ordinance (UDO):

Standard	Required	Proposed	Meets Standard?
Building Height	Maximum 45'	< 45'	YES
Front Yard Setback	Minimum 15'	<15'	NO
Side Yard Setback	Minimum 10'	> 10'	YES
Rear Yard Setback	Minimum 30'	> 30'	YES
Off-Street Parking	Minimum: 1 per bay Maximum: 3 per bay	5	YES
Landscape Strip	10'	0'	NO*
Zoning buffer	75' adjacent to R-TH	<75'	YES**

*The proposed development does not meet the Landscape Strip Planting Requirement per Section 620-20. A waiver of this request has not been requested by the applicant.

**The existing accessory buildings in the rear are encroaching into the 75-foot undisturbed zoning buffer. However, this site is considered a legal, nonconforming site due to it being developed prior to the townhouse neighborhood which created the need for the buffer. Therefore, no waiver is needed to allow the building to remain.

Variance Request

In addition to the rezoning request, the applicant is seeking a variance from the following provision of Title II of the UDO:

1. Section 230-10. Dimensional Standards of Zoning Districts:

A. Required setback shall be provided in conformity [with] Table 230.1 "Dimensional Standards for Residential Zoning Districts".

A 15-foot front yard setback is required for C-2 zoned property.

A 15-foot front yard setback is required for C-2 zoned property. The applicant is requesting to reduce the front yard setback from 15 feet to 0 feet to allow 6 existing car wash vacuum stations in the front yard for the operation of a car wash, in the future. The vacuum stations were installed without a permit in 2020.

Internal and External Agency Review

In addition to these Development Standards, the applicant must meet all other UDO requirements related to infrastructure improvements. Internal and External agency review comments are attached (Exhibit D). Standard site and infrastructure improvements will also be required related to transportation, stormwater, water, and sewer utilities. Recommended improvements not already required by the UDO have been added as staff recommended conditions.

Staff Analysis

Change in Conditions and Special Use Permit Request Analysis: According to the UDO, if a proposed amendment is for the rezoning of property and involves a change in zoning classification or change in conditions the Department shall evaluate the request and make a recommendation with respect to the standards governing exercise of zoning power as defined in Section 270-20.5. In addition, the UDO requires that each application for a Special Use Permit follows the same procedures as those contained in Section 270-20 with emphasis given to the evaluation of characteristics of the proposed use in relationship to neighboring properties and the compatibility of the proposed use with its surroundings. After this evaluation, staff makes the following findings based on the standards from the UDO:

A. Whether a proposed zoning will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The site adjoins residentially zoned properties to the east and south. Commercial developments are concentrated at the intersection of Duluth Highway and Riverside Parkway. The proposed automobile repair shop would not be suitable at this location in light of the existing uses in the surrounding area due to the vehicle storage, traffic, parking, and noises they typically create. In addition, the existing building was originally for a car wash. The car wash has been closed for many years. The current request is to use only a portion of the existing building and leave the rest unused. Also, recent unpermitted work has resulted in impacts to the area by installing accessories structures in the required front yard setback and enclosing a bay without proper permitting. Therefore, the proposal will not be suitable in view of the use and development of adjacent and nearby property.

B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.

The existing use and usability of adjacent or nearby properties would be adversely impacted by the change in conditions and Special Use Permit. The proposal is not compatible with the adjacent townhouse development. The permit will enable a partial reuse of a structure for an automobile repair shop that was intended as a self-service carwash. The building will likely remain as currently constructed for the foreseeable future, as the applicant has not mentioned any modifications to the structure. In addition, while the car wash use is existing, the introduction of an automobile repair shop will adversely affect the existing use and usability of the adjacent townhouse neighborhood due to the traffic, parking, and noise the proposed use would create.

C. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned.

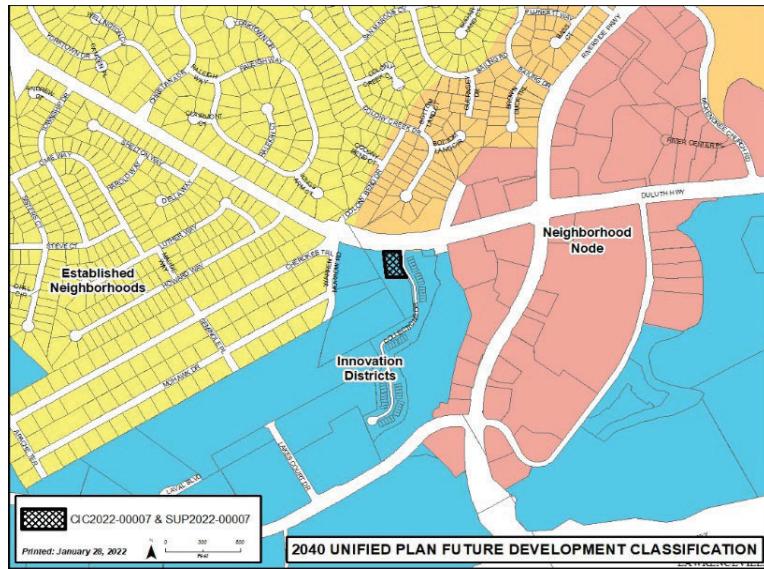
The property has a reasonable economic use as currently zoned.

D. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

An increased impact on public facilities is anticipated in the form of traffic, utility demand, and stormwater runoff. However, with appropriate conditions and site development requirements these impacts would be mitigated. No impact is anticipated on school enrollment. Agency review comments related to any potential improvements, related to this request, are attached (Exhibit D).

E. Whether the proposed rezoning is in conformity with the policy and intent of the Unified Plan and Future Development Map; and

The 2040 Unified Plan Future Development Map indicates that the subject property lies within the Innovation District Character Area. This designation is intended for research and development, technological uses, industrial parks, and areas where there are colleges and universities. These elements should be supported where appropriate by opportunities for uses including residential and multi-use commercial uses. The proposed automobile shop repair would be inconsistent with the goals and intent of the Unified Plan.



F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning.

The surrounding area is characterized predominantly by single-family residential developments. There is an existing townhouse development to the east. The adjacent property to the south was recently rezoned in 2019 to residential district for townhouses. The proposed auto repair shop will be inconsistent with the character of the surrounding area. The site was originally designed for a car wash. The applicant has provided no plans to alter or improve the building to make it functional as a car wash or to make it more aesthetically pleasing. Therefore, the proposed use of an auto repair shop adjacent to residential uses would not be appropriate.

Variance Request Analysis: The standards for granting variances are outlined in Section 270-100.7 of the Unified Development Ordinance. The staff makes the following findings related to the variance request:

The requested variance is to reduce the front yard setback from 15 feet to 0 feet to allow 6 existing car wash vacuum stations in the front yard. The vacuum stations are for the operation of a car wash in the future. However, the subject property has no peculiar conditions from other properties of the same zoning district that would justify a variance. Also, the condition is not created by the regulations of Title 2 of the UDO and is instead due to the action of the property owner because the vacuum stations were installed without a permit. Therefore, the requested variance does not meet the criteria outlined in Section 270-100.7 of the Unified Development Ordinance.

Staff Recommendation

Based on the staff's evaluation of the request and the standards governing exercise of zoning power, the Department of Planning and Development recommends **DENIAL** of the change in conditions and special use permit request.

Staff recommends **DENIAL** of the following variance:

1. Section 230-10., to reduce the front yard setback from 15 feet to 0 feet to allow 6 existing car wash vacuum stations in the front yard for the operation of a car wash, in the future.

Staff Recommended Conditions

NOTE: The following conditions are provided as a guide should the Board of Commissioners choose to approve this petition.

Approval of a change in condition for a car wash and a new special use permit for auto repair shop, subject to the following conditions:

1. To restrict the use of the property as follows:
 - A. ~~A 2,400 square foot car wash and commercial leased building as shown on the submitted site plan.~~
A. An automobile repair shop and car wash as shown on the site plan received March 4, 2022, with revisions required by conditions of approval and the Unified Development Ordinance, and reviewed and approved by the Department of Planning and Development.
 - B. Building height shall not exceed two stories.
2. To satisfy the following site development considerations:
 - A. Provide a 10-foot-wide landscaped strip outside the dedicated right-of-way of Georgia Highway 120.
 - B. Provide a five-foot wide landscaped strip adjacent to all internal property lines.
 - C. ~~Exit/entrance design and location shall be subject to the approval of the Gwinnett and Georgia Departments of Transportation.~~
 - D. Buildings shall be finished with architectural treatments of glass and/or brick or submit alternate architectural plans for the review and approval of the Planning Director prior to issuance of a building permit.
 - E. Signage shall not exceed the requirements of the Gwinnett County Sign Ordinance. Grounds signs shall be limited to monument type signs of masonry construction matching the materials of the buildings.
 - F. No billboards are permitted.
 - G. Dumpsters shall be screened by a fence or wall. Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 9:00 p.m.
 - H. Provide inter-parcel access as required by the Development Division.
 - I. ~~Provide sidewalks and pedestrian corridors through the development to the attached OBP zoned property, and along Highway 120.~~

- J. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to reflect into adjacent and nearby residential properties.
- K. ~~Provide landscaped islands throughout the parking. At a minimum, landscaped islands shall consist of a 75-square foot planted area per eighteen (18) spaces of double row parking with a 100-square foot planted area at the end of each row. These landscaped islands shall include at least one tree per island. Trees shall be a minimum of six feet in height at the time of planting. Submit landscape plans for review and approval by the Development Review Section.~~
- L. ~~Natural vegetation shall remain on the property prior to the issuance of a development permit~~
- M. No outdoor speakers shall be permitted.
- N. Hours of operation of the commercial building shall be limited to 7:00 a.m. to 9:00 p.m.
- O. Provide a minimum six foot high 100 percent opaque fence adjacent to the northeast property line.
- P. The front yard setback may be reduced from 15 feet to 0 feet for the existing six vacuum stations as shown on Exhibit D
- Q. All necessary permits shall be obtained for the installation of vacuum station, the bay enclosure, and all the other unpermitted work within 100 days of approval.

Exhibits:

- A. Site Visit Photos
- B. Site Plan
- C. Letter of Intent and Applicant's Response to Standards
- D. Internal and External Agency Review Comments
- E. Maps

Exhibit A: Site Visit Photos

[Attached]



Site view from Duluth Highway



Existing Carwash Building

Exhibit B: Site Plan

[Attached]

Exhibit C: Letter of Intent and Applicant's Response to Standards

[Attached]

letter to gwinnett county for permit of auto repair shop 04-17-22.txt
03-03-22 LETTER OF INTENT
parcel# R7033-088 1106 DULUTH HWY
TO:GWINNETT COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT
case#SUP2022-0007

SALIM JIWA (LANDLORD)1106 FINISHED LINE CARWASH LLC
IFTIKHAR RAUF (TENANT)AUTO REPAIR LLC
1106 Duluth Hwy, Lawrenceville, G.A 30043

GWINNETT COUNTY
PLANNING AND DEVELOPMENT
RECEIVED
3/19/2022

The purpose of this letter is to put forward the proposal, which is to establish a Auto repair/car emission shop at an Existing carwash, it was operating since 07/20/2006 with 6 bay total 2400 square ft building (using only one bay as Auto repair/car emission)
USES:-

1. Existing Carwash was Operating since 07/20/2006, WITH 6 SEPERATE BAYS, and

8 VACCUM STATIONS WERE ESTABLISHED ALREADY AT THAT PROPERTY, at 2400 SQURE FT, as of today carwash is not been operating (approved by Gwinnett County) as of today its not operating due to vandalize of equipments,

graffiti all over the walls, and for that reason we were asked by the police department MOMITOR THE PROPERTY outside people were using for dumping their trash, several times we had to face Gwinette county cord enforcer

to cleaning the trash and painting the exterior walls all over the property

and several times we call Gwinnett county police related to this matter at this property, for this Landlord is proposing to lease just one bay (101-B) 600 sqft

for the purpose of security of the property with the surrounding community

in mind to help them and that's why we are applying for special use permit. and for that the lease was signed with the tenant on 12/05/2021,

2. 101-B one bay will be used for Tune-up, Break and CV Axle, Suspension

service, CAR EMISSION there will be NO OIL OR TIRE change at that location

3. To remove 1.A. condition of RZ-98-092 to allow 6 vaccum stations infront

of the concrete yard, which was used as a drive way for auto carwash, which is shown in our photos provided, and also ammend a condition 2.A.

of RZ-98-092 to allow auto repair shop and car emissions for only one bay

4. The building is already been in existence since 07/20/2006 at the location of 1106 Duluth hwy, lawrenceville G.A. 30043, there is no change to the square foot of the existing building, We request you to allow us for

letter to gwinnett county for permit of auto repair shop 04-17-22.txt
the purpose to lease one bay for special use permit for Auto repair shop/
Car emissions and request to allow as carwash as potential future use.

HOURS OF OPERATION:- 8:00am - 10:00pm

NUMBER OF EMPLOYEES: Self.

1. The buffer requirements of 75 feet is met.
2. There is a 10-foot-wide landscape strip along all the frontages.
3. The shop is 600 square feet; Height:12 feet; Width:15 feet, Length: 40 feet.
4. There is one double car driveway to the side of the building leading to the back car parking spaces, and it is 22 feet wide. There is 01 OR 02 car parking spaces in the rear of the building.

GWINNETT COUNTY
PLANNING AND DEVELOPMENT

RECEIVED

3/19/2022

Please refer to the applications for further clarification:

PERMIT FOR SPECIAL USE AT (EXISTING CARWASH WITH ONLY ONE
BAY AS AUTO REPAIR).

APPLICANT'S NAME: SALIM JIWA(property owner) *Salim Jiwa 4-17-22*

IFTIKAR RAUF (TENANT) *IFTIKAR RAUF* 4-17-22

Exhibit D: Internal and External Agency Review Comments

[Attached]

TRC Meeting Date:	2.16.22		
Department/Agency Name:	Transportation		
Reviewer Name:	Brent Hodges		
Reviewer Title:	Construction Manager 1		
Reviewer Email Address:	Brent.hodges@gwinnettcounty.com		
Case Number:	CIC2022-00007 and SUP2022-00007		
Case Address:	1106 Duluth Highway		
Comments:		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
1	Duluth Highway is a major Arterial. ADT = 26,000. 0.25 miles to nearest transit facility #2454812 Riverside Parkway @ Duluth Highway.		
2	A Georgia DOT permit may not be required; however, the Georgia DOT must provide approval prior to Gwinnett DOT approval.		
3	Coordinate with upcoming sidewalk project F-1296 (Colony Bend Drive to Riverside Parkway).		
4	Traffic Signal fiber under design. Coordinate with GC Traffic Signals.		
5			
6			
7			
Recommended Zoning Conditions:		<input type="checkbox"/>	YES
1			
2			
3			

TRC Meeting Date:		Wednesday, February 16, 2022	
Department/Agency Name:		DWR	
Reviewer Name:		Mike Pappas	
Reviewer Title:		GIS Planning Manager	
Reviewer Email Address:		Michael.pappas@gwinnettcounty.com	
Case Number:		CIC2022-00007 & SUP2022-00007	
Case Address:		1106 Duluth Highway	
Comments:		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
1	WATER: The existing building is connected to water.		
2	SEWER: A Sewer Capacity Certification will be required to confirm capacity. r.		
3	SEWER: The existing building is connected to an 8-inch sewer.		
4			
5			
6			
7			
Recommended Zoning Conditions:		<input type="checkbox"/>	YES
1			
2			
3			
4			
5			
6			
7			

Exhibit E: Maps

[Attached]

2040 UNIFIED PLAN FUTURE DEVELOPMENT CLASSIFICATION

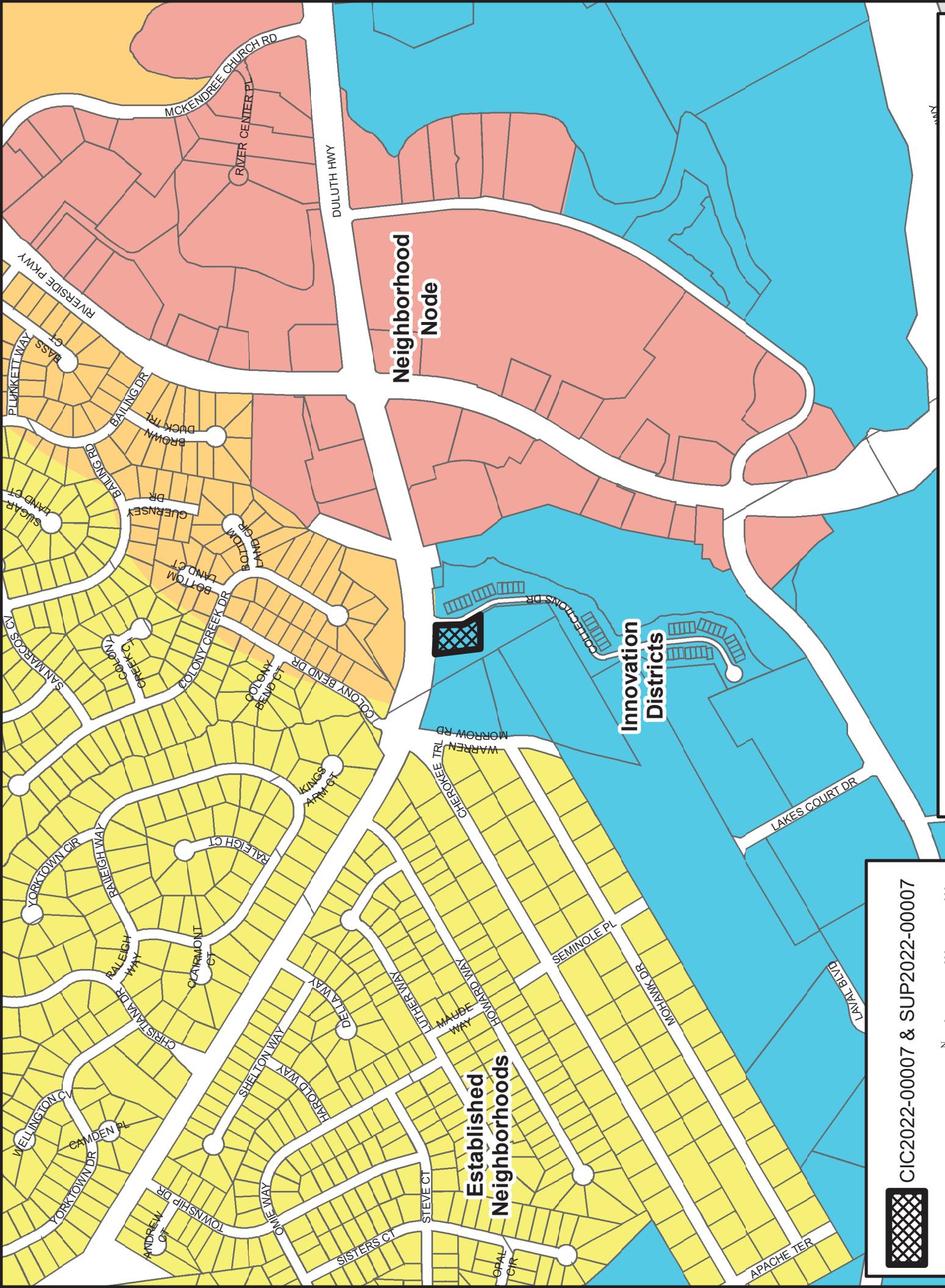
C1C2022-00007 & SUP2022-00007

Printed: January 28, 2022

Established Neighborhoods

Innovation Districts

Neighborhood Node

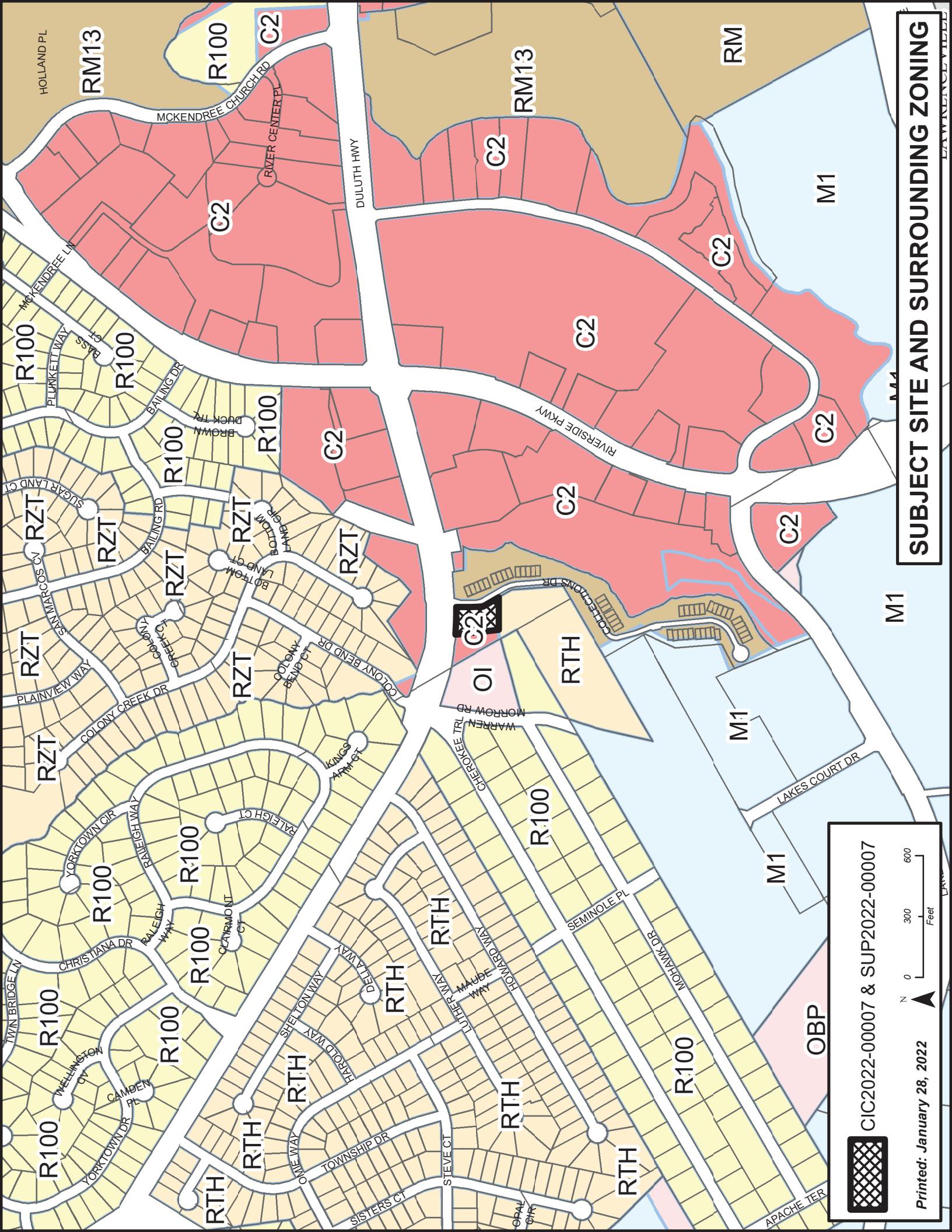




CIC2022-00007 & SUP2022-00007

Printed: January 28, 2022

SUBJECT SITE AND SURROUNDING ZONING



RECEIVED

1/5/2022 3:30PM

Gwinnett County Planning Division
Change in Conditions Application
Last Updated 10/2021

CHANGE IN CONDITIONS APPLICATION

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF GWINNETT COUNTY, GEORGIA

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>IFTIKHAR RAUF</u>	NAME: <u>SALIM JIWA</u>
ADDRESS: <u>2891 Valley Spring DR</u>	ADDRESS: <u>1815 Severbrook Pl.</u>
CITY: <u>LAWRENCEVILLE</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30061</u>	STATE: <u>GA</u> ZIP: <u>30043</u>
PHONE: <u>678-538-7865</u>	PHONE: <u>404-430-4925</u>
EMAIL: _____	EMAIL: _____
CONTACT PERSON: <u>IFTIKHAR RAUF</u>	PHONE: <u>678-538-7865</u>
CONTACT'S E-MAIL: <u>IFTIKHAR-RAUF@YAHOO.COM</u>	_____

APPLICANT IS THE:		
<input type="checkbox"/> OWNER'S AGENT	<input type="checkbox"/> PROPERTY OWNER	<input type="checkbox"/> CONTRACT PURCHASER
ZONING DISTRICT(S): <u>C-2</u>	PRIOR ZONING CASE: _____	
PARCEL NUMBER(S): <u>R 7033088</u>	ACREAGE: <u>0.63</u>	_____
ADDRESS OF PROPERTY: <u>1106 Duluth Hwy, Lawrenceville GA 30043</u>	_____	
PROPOSED CHANGE IN CONDITIONS: <u>Remove Car wash</u>	_____	
RESIDENTIAL DEVELOPMENT:		NON-RESIDENTIAL DEVELOPMENT:
NO. OF LOTS/DWELLING UNITS: _____	NO. OF BUILDINGS/LOTS: <u>1</u>	
DWELLING UNIT SIZE (Sq. Ft.): _____	TOTAL GROSS SQUARE FEET: _____	
GROSS DENSITY: _____	DENSITY: _____	
NET DENSITY: _____	_____	

PLEASE ATTACH A LETTER OF INTENT EXPLAINING WHAT IS PROPOSED

RECEIVED

1/5/2022 3:30PM

SPECIAL USE PERMIT APPLICATION

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF GWINNETT COUNTY, GA.

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>IFTIKHAR RAUF</u> ADDRESS: <u>2891 Valley Spring Dr</u> CITY: <u>Lawrenceville</u> STATE: <u>GA</u> ZIP: <u>30044</u> PHONE: <u>678-538-7865</u>	NAME: <u>SALIM TIWA</u> ADDRESS: <u>1815 Sevenbless Rd</u> CITY: <u>LAW</u> STATE: <u>GA</u> ZIP: <u>30043</u> PHONE: <u>404-430-4925</u>
CONTACT PERSON: <u>Iftikhar Rauf</u> PHONE: <u>678-538-7865</u> CONTACT'S E-MAIL: <u>iftikhar_rauf@yahoo.com</u>	

*Include any person having a property interest and any person having a financial interest in any business entity having property interest (use additional sheets if necessary).

APPLICANT IS THE:
<input type="checkbox"/> OWNER'S AGENT <input type="checkbox"/> PROPERTY OWNER <input type="checkbox"/> CONTRACT PURCHASER
EXISTING/PROPOSED ZONING: <u>C-2</u> BUILDING/LEASED SQUARE FEET: _____
PARCEL NUMBER(S): <u>R 7033088</u> ACREAGE: <u>0.63</u>
ADDRESS OF PROPERTY: <u>1106, Duluth Hwy, Lawrenceville GA 30043</u>
SPECIAL USE REQUESTED: <u>For Auto repair shop within a C-2 zoned property</u>

PLEASE ATTACH A LETTER OF INTENT EXPLAINING WHAT IS PROPOSED

RECEIVED

1/5/2022 3:30PM

SPECIAL USE PERMIT APPLICANT'S RESPONSE
STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

PURSUANT TO REQUIREMENT OF THE UNIFIED DEVELOPMENT ORDINANCE, THE BOARD OF COMMISSIONERS FINDS THAT THE FOLLOWING STANDARDS ARE RELEVANT IN BALANCING THE INTEREST IN PROMOTING THE PUBLIC HEALTH, SAFETY, MORALITY OR GENERAL WELFARE AGAINST THE RIGHT TO THE UNRESTRICTED USE OF PROPERTY AND SHALL GOVERN THE EXERCISE OF THE ZONING POWER.

PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

(A) WHETHER A PROPOSED SPECIAL USE PERMIT WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY:

YES

(B) WHETHER A PROPOSED SPECIAL USE PERMIT WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY:

No

(C) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED SPECIAL USE PERMIT HAS REASONABLE ECONOMIC USE AS CURRENTLY ZONED:

No

(D) WHETHER THE PROPOSED SPECIAL USE PERMIT WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS:

No

(E) WHETHER THE PROPOSED SPECIAL USE PERMIT IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE LAND USE PLAN:

No

(F) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE PROPOSED SPECIAL USE PERMIT:

No

letter to gwinnett county for permit of auto repair shop 04-17-22.txt
03-03-22 LETTER OF INTENT
parcel# R7033-088 1106 DULUTH HWY
TO:GWINNETT COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT
case#SUP2022-0007

SALIM JIWA (LANDLORD)1106 FINISHED LINE CARWASH LLC
IFTIKHAR RAUF (TENANT)AUTO REPAIR LLC
1106 Duluth Hwy, Lawrenceville, G.A 30043

GWINNETT COUNTY
PLANNING AND DEVELOPMENT
RECEIVED
3/19/2022

The purpose of this letter is to put forward the proposal, which is to establish a Auto repair/car emission shop at an Existing carwash, it was operating since 07/20/2006 with 6 bay total 2400 square ft building (using only one bay as Auto repair/car emission)
USES:-

1. Existing Carwash was Operating since 07/20/2006, WITH 6 SEPERATE BAYS, and

8 VACCUM STATIONS WERE ESTABLISHED ALREADY AT THAT PROPERTY, at 2400 SQURE FT, as of today carwash is not been operating (approved by Gwinnett County) as of today its not operating due to vandalize of equipments,

graffiti all over the walls, and for that reason we were asked by the police department MOMITOR THE PROPERTY outside people were using for dumping their trash, several times we had to face Gwinette county cord enforcer

to cleaning the trash and painting the exterior walls all over the property

and several times we call Gwinnett county police related to this matter at this property, for this Landlord is proposing to lease just one bay (101-B) 600 sqft

for the purpose of security of the property with the surrounding community

in mind to help them and that's why we are applying for special use permit. and for that the lease was signed with the tenant on 12/05/2021,

2. 101-B one bay will be used for Tune-up, Break and CV Axle, Suspension

service, CAR EMISSION there will be NO OIL OR TIRE change at that location

3. To remove 1.A. condition of RZ-98-092 to allow 6 vaccum stations infront

of the concrete yard, which was used as a drive way for auto carwash, which is shown in our photos provided, and also ammend a condition 2.A.

of RZ-98-092 to allow auto repair shop and car emissions for only one bay

4. The building is already been in existence since 07/20/2006 at the location of 1106 Duluth hwy, lawrenceville G.A. 30043, there is no change to the square foot of the existing building, We request you to allow us for

letter to gwinnett county for permit of auto repair shop 04-17-22.txt
the purpose to lease one bay for special use permit for Auto repair shop/
Car emissions and request to allow as carwash as potential future use.

HOURS OF OPERATION:- 8:00am - 10:00pm

NUMBER OF EMPLOYEES: Self.

1. The buffer requirements of 75 feet is met.
2. There is a 10-foot-wide landscape strip along all the frontages.
3. The shop is 600 square feet; Height:12 feet; Width:15 feet, Length: 40 feet.
4. There is one double car driveway to the side of the building leading to the back car parking spaces, and it is 22 feet wide. There is 01 OR 02 car parking spaces in the rear of the building.

GWINNETT COUNTY
PLANNING AND DEVELOPMENT

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3/19/2022

Please refer to the applications for further clarification:

PERMIT FOR SPECIAL USE AT (EXISTING CARWASH WITH ONLY ONE
BAY AS AUTO REPAIR).

APPLICANT'S NAME: SALIM JIWA(property owner) *Salim Jiwa 4-17-22*

IFTIKAR RAUF (TENANT) *IFTIKAR RAUF* 4-17-22

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Change in Conditions Application
Last Updated 12/2015

CHANGE IN CONDITIONS APPLICANT'S RESPONSE
STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

PURSUANT TO REQUIREMENTS OF THE UNIFIED DEVELOPMENT ORDINANCE, THE BOARD OF COMMISSIONERS FINDS THAT THE FOLLOWING STANDARDS ARE RELEVANT IN BALANCING THE INTEREST IN PROMOTING THE PUBLIC HEALTH, SAFETY, MORALITY OR GENERAL WELFARE AGAINST THE RIGHT TO THE UNRESTRICTED USE OF PROPERTY AND SHALL GOVERN THE EXERCISE OF THE ZONING POWER.

PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

(A) WHETHER A PROPOSED CHANGE IN CONDITIONS WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY:

YES

(B) WHETHER A PROPOSED CHANGE IN CONDITIONS WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY:

No

(C) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED CHANGE IN CONDITIONS HAS REASONABLE ECONOMIC USE AS CURRENTLY ZONED:

No

(D) WHETHER THE PROPOSED CHANGE IN CONDITIONS WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS:

No

(E) WHETHER THE PROPOSED CHANGE IN CONDITIONS IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE LAND USE PLAN:

No

(F) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE PROPOSED CHANGE IN CONDITIONS:

No

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1/6/2022 3:22PM

Gwinnett County Planning Division
Change in Conditions Application
Last Updated 12/2015

VERIFICATION OF CURRENT PAID PROPERTY TAXES
FOR CHANGE IN CONDITIONS

THE UNDERSIGNED CERTIFIES THAT ALL GWINNETT COUNTY PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION OR REAPPLICATION FOR REZONING BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

* **NOTE:** A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE REZONING REQUEST.

PARCEL I.D. NUMBER:
(Map Reference Number)

7 . 033 . 088
District Land Lot Parcel


Signature of Applicant

01-03-2022
Date

IFTIKHAR RAUF
Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONERS OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONERS USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

Vickie Schobey
NAME
1/6/2022
DATE

TSA II
TITLE

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1/6/2022 3:22PM

Legal Description

All that tract or parcel of land lying and being in Land Lot 33, 7th District, Gwinnett County, Georgia, being more fully described as follows: Commencing at the intersection of the South right of way line of Georgia Highway Number 120 and the West Land Lot line of Land Lot 33, thence South 82°02'06 East a distance of 173.49 feet to a 1/2" rebar and the point of beginning; thence continuing along said right of way on arc of 135.37 feet with a radius of 1597.89 feet subtended by a chord South B7'30"29" East a distance of 135.33 feet to a noll and ribbon; thence leaving said right of way South 00'03"28" West a distance of 140.00 feet to a 1/2" rebar, thence South 29'02"36" East a distance of 80.34 feet to a 1/2" rebar; thence North 89'36"30" West a distance of 149.59 feet to a 1/2" rebar; thence North 08'26"20" West a distance of 217.34 feet to the point of Beginning. Said tract contains 0.63 acre.

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Gwinnett County Planning Division
Change in Conditions Application
Last Updated 12/2015

CHANGE IN CONDITIONS APPLICANT'S CERTIFICATION

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12 MONTHS FROM THE DATE OF LAST ACTION BY THE BOARD OF COMMISSIONERS UNLESS WAIVED BY THE BOARD OF COMMISSIONERS. IN NO CASE SHALL AN APPLICATION OR REAPPLICATION BE ACTED UPON IN LESS THAN SIX (6) MONTHS FROM THE DATE OF LAST ACTION BY THE BOARD OF COMMISSIONERS.



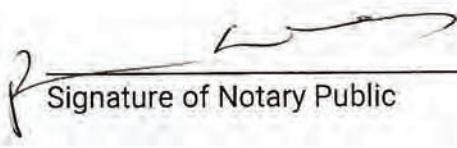
Signature of Applicant

01-03-2022

Date

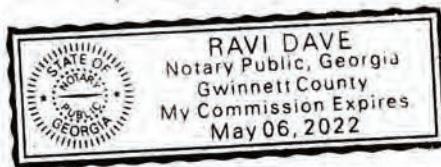
IFTIKHAR RAUF

Type or Print Name and Title


Signature of Notary Public

01/03/22

Date



Notary Seal

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1/5/2022 3:30PM

Gwinnett County Planning Division
Change in Conditions Application
Last Updated 12/2015

CHANGE IN CONDITIONS PROPERTY OWNER'S CERTIFICATION

THE UNDERSIGNED BELOW, OR AS ATTACHED, IS THE OWNER OF THE PROPERTY
CONSIDERED IN THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION
OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12
MONTHS FROM THE DATE OF LAST ACTION BY THE BOARD OF COMMISSIONERS UNLESS
WAIVED BY THE BOARD OF COMMISSIONERS. IN NO CASE SHALL AN APPLICATION OR
REAPPLICATION BE ACTED UPON IN LESS THAN SIX (6) MONTHS FROM THE DATE OF LAST
ACTION BY THE BOARD OF COMMISSIONERS.

SALIM TIWA

Signature of Property Owner

01-03-22

Date

S ALIM. TIWA - OWNER

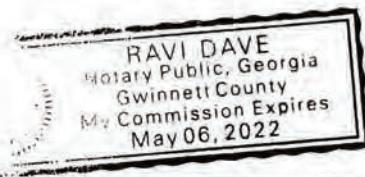
Type or Print Name and Title

[Signature]

Signature of Notary Public

01/03/22

Date



Notary Seal

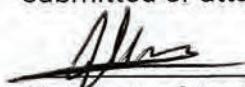
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Gwinnett County Planning Division
Change in Conditions Application
Last Updated 12/2015

CONFLICT OF INTEREST CERTIFICATION FOR CHANGE IN CONDITIONS

The undersigned below, making application for a change in conditions, has complied with the Official Code of Georgia Section 36-67A-1, et. seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.



Signature of Applicant

01-03-2022 IFTIKHAR RAUF

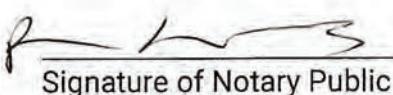
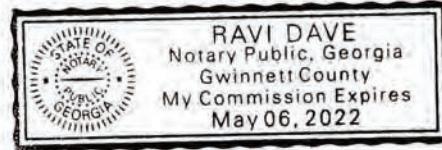
Date

Type of Print Name and Title

Signature of Applicant's
Attorney or Representative

Date

Type or Print Name and Title



01/03/29

Date

Notary Seal

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Board of Commissioners or a member of the Gwinnett County Planning Commission?

YES

NO

Iftikhar Rauf.

Your Name

If the answer is yes, please complete the following section:

NAME AND OFFICIAL POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or More)	DATE CONTRIBUTION WAS MADE (Within last two years)

Attach additional sheets if necessary to disclose or describe all contributions.

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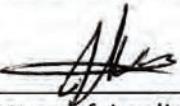
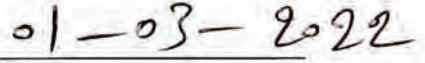
Gwinnett County Planning Division
Change in Conditions Application
Last Updated 12/2015

VERIFICATION OF CURRENT PAID PROPERTY TAXES
FOR CHANGE IN CONDITIONS

THE UNDERSIGNED CERTIFIES THAT ALL GWINNETT COUNTY PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION OR REAPPLICATION FOR REZONING BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

* **NOTE:** A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE REZONING REQUEST.

PARCEL I.D. NUMBER: _____ - _____ - _____
(Map Reference Number) District Land Lot Parcel

 _____ Date 

Signature of Applicant

01-03-2022

IFTIKHAR RAUF
Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONERS OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 Langley Drive, for their approval below.

TAX COMMISSIONERS USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

NAME _____ TITLE _____
DATE _____



NOTICE OF TAXES - GWINNETT COUNTY, GEORGIA

www.GwinnettTaxCommissioner.com

PARCEL ID		TAX YEAR	OWNER OF RECORD
R7033 088	RECEIVED	2021	FINISHED LINE CARWASH LLC
	11/20/2023 3:22PM		PROPERTY LOCATION & DESCRIPTION
COUNTY: Unincorporated			1106 DULUTH HWY SR 120

FOR ADDITIONAL INFORMATION THAT MAY HELP ANSWER YOUR QUESTIONS, PLEASE SEE THE REVERSE SIDE OF THIS NOTICE.

If you have an escrow account, your tax information is available to your mortgage company; however, it is your responsibility to ensure taxes are paid.

APPRAISAL DETAIL			YOUR EXEMPTION & CREDIT SAVINGS				
LAND VALUE:		137,000					
BUILDING VALUE:		3,000					
TOTAL VALUE:		140,000					
ASSESSED VALUE:		56,000					
ACREAGE:		0.6300					
COUNTY GOVERNMENT TAXES - Levied by the Board of Commissioners and representing 40.79% of your total ad valorem tax amount.							
TAXING AUTHORITY	ASSESSED VALUE	-	VOE	-	EXEMPTIONS	=	TAXABLE VALUE
COUNTY GENERAL FUND	56,000		0		0		56,000
DEVELOPMENT/CODE ENFORCEMENT	56,000		0		0		56,000
ECONOMIC DEVELOPMENT	56,000		0		0		56,000
FIRE & EMS	56,000		0		0		56,000
POLICE	56,000		0		0		56,000
RECREATION	56,000		0		0		56,000
TOTAL COUNTY TAXES							0.014710
SCHOOL TAXES - Levied by the Board of Education and representing 59.21% of your total ad valorem tax amount.							
TAXING AUTHORITY	ASSESSED VALUE	-	VOE	-	EXEMPTIONS	=	TAXABLE VALUE
SCHOOL	56,000		0		0		56,000
SCHOOL BOND	56,000		0		0		56,000
TOTAL SCHOOL TAXES							0.021350
STATE, CITY & OTHER TAXES - Levied by state, city or other authorities and representing 0.00% of your total ad valorem tax amount.							
TAXING AUTHORITY	ASSESSED VALUE	-	VOE	-	EXEMPTIONS	=	TAXABLE VALUE
TOTAL OTHER TAXES							0.00
TOTAL MILLAGE RATE: 0.036060				TOTAL AD VALOREM TAXES: 2,019.36			
OTHER ASSESSMENTS				COMBINED TAXES AND ASSESSMENTS			
LEVYING AUTHORITY	RATE	AMOUNT	CHARGE				
STORMWATER SERVICE	\$2.46/100 sq.ft. X 21200 sq.ft.	521.52	AD VALOREM TAXES:				
			ASSESSMENTS:				
			TOTAL AMOUNT DUE				
			LESS PAYMENTS RECEIVED:				
TOTAL OTHER ASSESSMENTS:				GRAND TOTAL DUE THIS BILLING:			
		521.52					0.00

1/6/2022

RETURN THIS PORTION WITH YOUR PAYMENT

RETURN THIS PORTION WITH YOUR PAYMENT				
TAX YEAR	PARCEL ID	DUE DATE	TOTAL DUE	AMOUNT PAID
2021	R7033 088	01-06-2022	\$0.00	

Address
Change:

R7033 088
FINISHED LINE CARWASH LLC
1815 SEVERBROOK PL
LAWRENCEVILLE GA 30043-5194

3

Check here and fill out the back of this remittance slip if your billing address or property location has changed.



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1/5/2022 3:30PM

BRECKINRIDGE CONTRACT LETTERHEAD.txt
3099 BRECKINRIDGE BLVD PROPERTY LLC
1815 SEVERBROOK PL
LAWRENCEVILLE G.A 30043
404-430-4925

PLEASE SUBMIT COPIES OF ALL THE FOLLOWING DOCUMENTS
WITH LEASE AGREEMENT TO COMPLETE LEASE BINDING CONTRACT
FOR THE UNIT # 101-B

1. Full Name of the tenant
2. Address of the tenant
3. SSN OF copy
4. Phone Number(contact Info) and Email address
5. Certificate of Insurance,
6. Billing Address AND HOME ADDRESS
7. Georgia Drivers licence copy
8. Gwinnett County business license/Certificate copy
9. Gurantor Name,Address,Phone Number SSN, DRIVERS LIC (Gurantor has to be third party, NOT spouse or immediate family will not be acceptable as a gurantor, family member is not acceptable as a gurantor)
10. Secretary of state Georgia Articles of Organization
11. Names of officers of Corporation,
12. Two years Federal Tax Returns from IRS, WITH EIN NUMBER
13. Tenant must get the approval from Management by submitting Architectural drawing INTERIOR FINISH plan and also needs an approval from Gwinnett county before starting any interior construction,
14. WE NEED CORRECT BILLING ADDRESS, CONTACT NUMBER AND CONTACT EMAIL ADDRESS (If other than the given details)
15. LEASE START DATE _____ RENT WILL START DATE FROM-----
16. OUTDOOR SIGN MUST APPROVAL BY LANDLORD AND COUNTY PERMITE

SIGN -----

 DATE-12-25-2021

-----NOTARIZED
PRINT NAME

PRINT NAME FIKHAR RAUF

Before me
 01/03/22



GWINNETT COUNTY
PLANNING AND DEVELOPMENT

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1/5/2022 3:30PM

S & D PROPERTY MGMT, LLC
800 S. Salisbury Blvd. #10
Salisbury, Md.
410-749-6323
Salim Jiwa

LEASE

Tenant

Unit

Date

Breckinridge Corners
3099 Breckinridge Blvd.
Duluth, Ga. 30096

37 V

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1/5/2022 3:30PM

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Exhibit A Site Plan

Exhibit B Landlord's Work & Tenant's Work

Exhibit C Prohibited and Exclusive Uses

Exhibit D Guaranty

Exhibit E Rules and Regulations

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1/5/2022 3:30PM

ARTICLE 1

BASIC LEASE PROVISIONS AND EXHIBITS

Section 1.01 - Summary of the Basic Lease Provisions

(A) DATE OF LEASE AND SIGNING BY LANDLORD:
(B) NAME AND ADDRESS OF LANDLORD:

~~S & PROPERTY MGMT, LLC
800 S. SANSBURY BLVD. #10
SALISBURY, MD 21801
410-749-6323~~

(C) NAME AND ADDRESS OF TENANT:

Iftikhar Rana
2891 Valley Spring Dr
Lawrenceville, GA - 30044

Attn:

(E) PERMITTED USE: Solely for the use Auto Repair. Other than the foregoing, the Premises shall be used for no other purpose.

(F) TENANT'S TRADE NAME: Auto Repair LLC

(G) SHOPPING CENTER: 3099 Breckenridge Corners (the "Shopping Center") described in Exhibit "A" attached hereto and incorporated by reference into the Lease.

(H) THE PREMISES: That portion of the Shopping Center crosshatched on the "Site Plan" attached hereto as Exhibit A and made a part hereof; said Premises containing approximately 1600 square feet in Suite 101-B.

(I) COMMENCEMENT DATE: The Lease Term begins on the earlier to occur of the date upon which Tenant opens for business in the Premises or the date that is ~~sixty (60)~~ days after notice by Landlord that the Premises are available to Tenant ready for Tenant's Work (hereinafter referred to as the "Commencement Date"); however, Tenant shall comply with the terms hereof from and after the date hereof. Landlord shall give Tenant thirty (30) days notice of the date the Premises shall be available to Tenant ready for Tenant's Work. Tenant covenants to open for business within ~~sixty (60)~~ days from the date of delivery of the Premises to Tenant ready for Tenant's Work.

(J) LEASE YEAR: Each twelve (12) month anniversary of the term commencing on the Commencement Date. However, if the Commencement Date does not occur on the first day of a calendar month, the first Lease Year hereunder shall include the remainder of the month during which the Commencement Date occurs, plus the twelve (12) month period immediately succeeding the month during which Commencement Date occurred and each Lease Year thereafter shall be the consecutive twelve (12) month period commencing on each anniversary of the first day of the full month immediately subsequent to the month during which the Commencement Date occurred.

(K) LEASE TERM AND EXTENSION RIGHTS: Approximately five (5) Lease Years beginning on the Commencement Date and expiring on the day immediately preceding the fifth (5th) anniversary of the Commencement Date, but if the Commencement Date is not the first day of a calendar month, the Lease Term will expire on the last day of the calendar month in which the fifth (5th) anniversary of the Commencement Date occurs. Tenant shall have the right to extend the original term of this Lease for one (1) additional period(s) of five (5) years each upon written notice to Landlord at least one (1) year in advance of the expiration of the original term, or first renewal term, as the case may be.

(L) [Intentionally deleted.]

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(M) **LANDLORD'S WORK:** That construction work to be substantially completed by Landlord prior to delivery of the Premises to Tenant, a description of which is contained in Exhibit B if there is any Landlord's Work. The Premises shall be delivered in an "AS IS" condition unless stated to the contrary in Exhibit B.

(N) **TENANT'S WORK:** All construction work other than Landlord's Work which is required to complete the Premises to a finished condition ready for the conduct of Tenant's business, a description of which is contained in Exhibit B if there is any Tenant's Work. Tenant's Work shall be performed in a good and workmanlike manner in conformity with all governmental codes, statutes, rules and regulations. All Tenant's Work shall be performed by a duly licensed and insured contractor acceptable to Landlord.

(O) **MINIMUM RENT:** The sum due and payable each Lease Year as defined in 1.01(J) and calendar month during the Lease Term, subject to adjustment as provided in Section 3.01, is:

<u>Lease Year</u>	<u>\$ Per Sq. Ft.</u>	<u>Monthly</u>	<u>Annually</u>
1		<u>1500</u>	
2			
3			
4			
5			

(P) **BROKER:**

(1) Listing Broker: N/C
(2) Tenant's Broker: N/C

(Q) **SECURITY DEPOSIT:** Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit 1500. Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that the Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner. Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder; or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of the Premises or default in this Lease (provided Landlord reasonably seeks to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of the Premises reasonably necessary due to the negligence or carelessness of Tenant or Tenant's employees, agents, invitees or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord.

(R) **TENANT ALLOWANCE:** \$ 8 per square foot. Landlord shall pay to Tenant the Tenant Allowance within one (1) month after Tenant's opening for business in the Premises and upon Landlord's receipt of (i) a final lien waiver from Tenant's general contractor in the form prescribed by applicable law and acceptable lien waivers from all major subcontractors (i.e., subcontractors performing greater than \$5,000.00 worth of work), (ii) a certificate of completion of Tenant's Work issued by Tenant's architect in a form reasonably acceptable to Landlord and its lender, and (iii) a final certificate of occupancy for the Premises.

(S) **RENT ABATEMENT:** Notwithstanding Section 1.01(I), Minimum Rent only will state for 30 days from the date of possession. All other charges will commence as set forth in Section 1.01(J) and Section 4 of this Lease.

Section 1.02 - Significance of Basic Lease Information. All of the provisions, covenants and conditions set forth in

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extraordinary, including state or local imposed sales taxes on Rent of any kind whatsoever (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the Shopping Center, any appurtenance thereto or any property, fixtures or equipment thereon. Taxes shall also include the reasonable costs (including, without limitation, fees of attorneys, consultants or appraisers) of any negotiation, contest or appeal relating to taxes pursued by or on behalf of Landlord and relating to the shopping center. Taxes shall also include reasonable costs of inheritance or franchise tax which may be imposed upon Landlord. Tenant's share of Taxes shall be computed by multiplying Taxes by the fraction utilized in Lease Section 4.01. Landlord shall estimate Taxes annually and Tenant covenants to pay one-twelfth (1/12th) of such estimated amount monthly, along with its monthly installment of Minimum Rent. Landlord shall reconcile actual Taxes to payments received from Tenant by May 1 of the next year, or such reasonable time thereafter (in Landlord's determination). Should Taxes be underestimated, Tenant shall pay any deficiency with the next payment of Minimum Rent and Landlord shall appropriately adjust its estimates. Any excess payments shall be credited against Tenant's next payment of Taxes or, at Landlord's option, toward any delinquency Tenant may then have. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant from its obligation hereunder.

ARTICLE 5

GUARANTY

Tenant shall cause _____ ("Guarantor"), its president/member/manager (choose one), to execute a guaranty in the form attached hereto as Exhibit D in which Guarantor agrees to personally guarantee Tenant's payment of all charges throughout the Term.

ARTICLE 6

UTILITIES

Tenant shall contract and pay for all utilities used or consumed in the Premises, including any tap-in, connection and metering fees which may be charged by the applicable utility supplier. If Tenant fails to pay such charges when due, Tenant shall pay such amount to Landlord, with any such amount paid by Landlord being repaid by Tenant to Landlord, promptly upon demand, along with an administrative charge of seventy-five dollars (\$75.00). Landlord is not responsible for any interruption or curtailment in utility services. If, however, such interruption or curtailment is caused by the act of its agents or employees, Landlord shall use prompt and reasonable efforts to restore said utility.

ARTICLE 7

INSTALLATION, MAINTENANCE, OPERATION AND REPAIR

Section 7.01 - Tenant Installation of Fixtures and Other Changes. Tenant shall install first class trade fixtures and equipment required to operate its business. All trade fixtures, signs or other personal property installed in the Premises by Tenant shall remain its property and may be removed at any time, provided that Tenant is not in default and that the removal thereof does not cause, contribute to or result in Tenant's default hereunder. Tenant shall, at its expense, promptly repair any damage to the Premises. Tenant may make changes or alterations to the interior of the Premises without the consent of Landlord; provided, however, that any alterations which would alter the structural integrity of the Premises or exterior of the building shall be subject to Landlord's prior approval, which shall not be unreasonably withheld. The term "trade fixtures" excludes carpeting, floor coverings, attached shelving, lighting fixtures, wall coverings or similar Tenant improvements, all of which shall become the property of Landlord upon removal. Any work performed shall be at Tenant's sole cost and expense and be done in a good and workmanlike manner in compliance with all governmental requirements without any liens attaching to the Premises or the Shopping Center. Any improvement or alteration to the Premises required because of Tenant's actual or contemplated use of the Premises shall be Tenant's obligation to undertake and complete at its expense.

Section 7.02 - Non-Premises Maintenance by Landlord. Landlord shall keep the exterior supporting walls, foundations, roof, sprinkler system (if any), gutters and downspouts of the Premises in good repair. Landlord shall not repair, maintain, alter or perform any other repairs to the exterior, including any mechanical, structural, air conditioning or other mechanical installations, but, to the extent not caused by the action or inaction of Tenant or its agents or independent contractors, shall repair the plumbing, sanitary sewer, electrical and water lines to their

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any point into the Premises. Landlord shall maintain and keep in good repair the Common Areas within the Shopping Center. Except as provided in Article 9 hereof, Landlord shall have no responsibility whatsoever to make any repairs in the Premises resulting from (a) any alterations, modifications or improvements made by or on behalf of Tenant in the installation of Tenant's property, fixtures (trade or otherwise), equipment or inventory, (c) Tenant's use or occupancy of the Premises in violation hereof or in a manner not consistent with the date hereof, or (d) the acts or omissions of Tenant, its employees, agents, contractors, sub-tenants, invitees, licensees or customers.

Section 7.03 - Premises Maintenance By Tenant. Except for Landlord's maintenance responsibilities as provided in Section 7.02, Tenant shall, at Tenant's expense, keep the Premises and appurtenances thereto, including all glass, in good order, condition and repair and in a clean, presentable, sanitary, safe and neat manner from Landlord. If Tenant fails to do so, then Landlord, after providing reasonable written notice to Tenant, may perform these duties and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days written request, or at Landlord's option, to be deducted from Tenant's existing Security Deposit. Tenant shall make any and all additions, improvements, alterations and repairs to or on the Premises, other than those required for load-bearing interior walls and the roof, foundation or exterior walls, required by any lawful authorities or insurers. Landlord may deal directly with any authorities respecting their requirements for additions, improvements, alterations and repairs. Tenant, at its expense, shall retrofit, replace and/or repair such systems, equipment and all components thereof as required to maintain such systems in good working order and repair. Upon prior written notice, Landlord, through an independent contractor, may undertake HVAC maintenance at competitive rates and charge Tenant for such maintenance as Additional Rent and in such event, Tenant covenants to pay such charges. Any and all roof penetrations and sprinkler changes required by Tenant's Work or for Tenant to comply with this Section 7.03 shall be made at Tenant's cost but at a competitive price by Landlord's independent roofing and sprinkler contractor. Tenant shall comply with Landlord's Rules & Regulations as set forth in Exhibit E.

Section 7.04 - Signs, Awnings and Canopies. No exterior door, wall or window signs, awnings or canopies nor any lighting or protruding object or any decoration, lettering or advertising matter on any exterior door, wall or window of the Premises is permitted without Landlord's advance written consent; provided, however, that subject to the sign package allowed pursuant to any applicable local ordinance and Landlord approval, Tenant may install its standard storefront sign on the exterior of the Premises. If at any time, other shop tenants of Tenant's size or smaller are allowed to add their panels on the Shopping Center pylon signs, Tenant shall also be allowed to add its panels on the Shopping Center pylon sign(s). In any event, Tenant shall maintain any local authority and Landlord approved sign, canopy, prior decoration, lettering or advertising matter in good condition and repair and shall obtain any and all permits or licenses required by applicable governmental authorities.

Section 7.05 - Liens. No encumbrances, charges or liens against the Shopping Center shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 7.06 - Surrender of Premises. Upon termination, Tenant shall surrender the Premises in the same condition as the date Tenant opened for business, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

Section 7.07 - Compliance with Laws. Landlord shall be solely responsible for any and all repairs, improvements, modifications or changes of any kind whatsoever that are required to be made to the areas of the Shopping Center outside of the Premises as a result of applicable laws, codes, rules, statutes and regulations, unless as a result of Tenant's specific use of the Premises. Tenant shall be solely responsible for any and all such repairs, improvements, modifications or changes to the Premises as a result of such laws, codes, rules, statutes and regulations.

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ARTICLE 8

INSURANCE

Section 8.01 - Tenant's Coverage. Tenant shall have statutory worker's compensation, insure its property for all occurrences within the Premises and maintain, at its expense, comprehensive or commercial general insurance for the Premises. Such coverage shall (i) cover Tenant's liability for damages to the Premises in an amount not less than \$1,000,000 for such greater amount over time so as to be commercially reasonable, (ii) cover Tenant's contractual liability hereunder, (iii) cover any other parties performing work in the Premises, (iv) name Tenant as insured, (v) name Landlord, Landlord's lender and Landlord's managing agent as additional insureds, and (vi) be considered primary, regardless of any insurance carried by Landlord. Tenant shall also keep in force all risk property coverage insurance for the full replacement value of Tenant's improvements. Tenant shall deliver certificates thereof to Landlord within ten (10) days of the Commencement Date which certifies that the insurance coverage is in full force and effect without term (10) days prior notice to Landlord, but if any work is to be performed for Tenant's improvements, the Certificate shall be delivered to Landlord prior to commencement of the improvements. If Tenant fails to obtain the necessary coverages, Landlord may do so and charge Tenant as part of Rent. Tenant's property insurance coverage shall include a waiver of subrogation against Landlord.

Section 8.02 - Insurance Premium. Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article or service which may be prohibited by or increase the premiums under Landlord's property insurance policy or which is prohibited by any local, state or federal agency.

Section 8.03. - Landlord's Coverage. Landlord shall self insure or maintain adequate public liability and property and rental insurance covering the Shopping Center. Tenant shall bear its proportionate share of the cost of insurance in accordance with Section 4.01. Landlord shall waive any property damage claims against Tenant to the extent of Landlord's insurance.

Section 8.04 - Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action, or cause of action against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, the Shopping Center, any improvements thereto or any of the contents thereof, to the extent that such loss or damage is covered by the fire and casualty insurance required to be maintained by Landlord, including but not limited to negligence of Landlord or Tenant or their agents, officers and employees. Because this paragraph will preclude the assignment of any claim mentioned in it by way of subrogation or otherwise to an insurance company or any other person, each party to this Lease agrees immediately to give to each insurance company which has issued to it policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waiver contained in this paragraph. In the event that either party's insurer refuses to provide the requested endorsement despite the exercise of good faith, diligent efforts by the insurance policy, the party whose insurer refuses to provide such endorsement shall be invalid until such time as such endorsement is again provided. Landlord and Tenant acknowledge that the waivers and releases set forth in this Section are intended to result in any loss or damage which is covered by insurance being borne by the insurance carrier of Landlord or Tenant, as the case may be, or by the party having the insurable interest if such loss is not covered by the insurance carried by such party to maintain insurance to cover such loss. Landlord and Tenant agree that such waivers and releases were freely bargained for and willingly and voluntarily agreed to by Landlord and Tenant and do not constitute a violation of public policy.

Section 8.05 - Indemnification. Tenant warrants to protect, defend, indemnify and hold Landlord and Landlord's managing agent harmless from and against any and all claims, damages, liabilities or expenses arising out of or from (i) Tenant's use of the Premises, (ii) any breach or default in the performance of any obligation of Tenant, (iii) any act, omission or negligence of Tenant, its successors, assigns, employees, contractors, agents, and their respective agents, employees and contractors. Tenant shall maintain a contractual liability endorsement to its public liability policy, specifically endorsed to cover the indemnity provision of this Section. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, or for any personal injury, from any cause whatsoever unless caused by gross negligence of Landlord, its agents or employees.

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ARTICLE 9

DAMAGE AND DESTRUCTION

Section 9.01 - Fire, Explosion or Other Casualty (an Occurrence). Tenant shall immediately give notice to Landlord of any damage to the Premises. If the Premises are damaged by a fire, explosion or other casualty (an Occurrence) to an extent of less than fifty percent (50%) of the Premises, the damage, except as provided in Section 9.02, shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, floor coverings, equipment and other personal property. If such damage occurs and (i) Landlord is not required to repair as provided above, or (ii) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement or if the building of which the Premises are a part is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, or if the building of which the Premises are a part is damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, Landlord may repair or rebuild the Premises or the building(s), or terminate this Lease upon notice of such election in writing to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders forty percent (40%) or less of the Premises untenantable, a proportionate abatement of the Rent shall be allowed from the Occurrence date until the date the untenantable space bears to the total area of the Premises. If the Premises is rendered untenantable, then if and until Landlord restores it to the condition they were in on the Commencement Date, Rent shall abate until substantial restoration as required in Section 1.01(M). If any Occurrence precludes twenty-five percent (25%) or more of the Premises' use by Tenant and less than eight (8) months remain on the then current term, notwithstanding any of the other provisions of this Section 9.01, Landlord exercises its next option, if any, to extend this Lease. If any Occurrence precludes twenty-five percent (25%) or more of the Premises' use by Tenant and less than two (2) months remain on the then current term, notwithstanding any of the other provisions of this Section 9.01, Tenant shall have the right to terminate. If no such option exists and less than eight (8) months remain in the term, Landlord shall have no obligation to restore or rebuild. In no event shall Rent abate or shall any termination occur if damage to or destruction of the Premises is the result of negligence or willful misconduct of Tenant, its agents, contractors, successors or assigns, licensees or invitees.

If any Occurrence renders fifty percent (50%) or more of the Premises untenantable, Tenant shall have the option, in addition to those options set forth above, to provide Landlord with thirty (30) days written notice of Tenant's intention to terminate this Lease, and Tenant may terminate this Lease upon expiration of said thirty (30) days.

Section 9.02 - Landlord's Work. Landlord need only repair as is necessary to place the Premises in the same condition as when possession was initially delivered to Tenant, to the extent of insurance proceeds made available to Landlord specifically for such repair; provided, however, Landlord shall not be required to rebuild or restore any portion of Tenant's Work or of any additional work performed by Landlord on behalf of Tenant unless the Occurrence was caused by the gross negligence of Landlord, its agents, employees or contractors. Subject to the preceding sentence, immediately after Landlord's completion of the repair of the Premises, Tenant shall, at Tenant's expense, reoccupy, repossess and shall repair or replace its inventory, fixtures, personal property, and if applicable shall promptly reopen for business.

ARTICLE 10

CONDAMNATION

If the Premises is rendered unusable because of a taking via eminent domain (or via a deed in lieu thereof), or if any part of the Shopping Center is taken and its continued operation is not in Landlord's opinion economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in the termination of this Lease, Minimum Rent shall be proportionately reduced according to the part of the Premises remaining usable by Tenant.

Section 10.02 - Condemnation Award. All compensation awarded or paid for any taking shall be the property of Landlord and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any award, compensation. Nonetheless, Landlord shall not be entitled to any award specifically made to Tenant for moving

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expenses or for the taking of the unamortized portion of Tenant's trade fixtures, furniture or leasehold improvements, based upon the earlier to occur of the expiration of the useful life thereof or the amount of time remaining in the then term hereof.

~~Landlord and Tenant's Work.~~ If this Lease is not terminated as provided above, Landlord shall promptly repair such structural portions of the Premises as are necessary to conduct Tenant's business, to the extent of condemnation proceeds made available to Landlord specifically for such purpose. Promptly following such repair, Tenant shall, at Tenant's expense, perform Tenant's Work required pursuant to this Lease and shall timely open and operate and otherwise conform to the requirements of this Lease.

ARTICLE 11

~~DEFAULT AND REMEDIES~~

Section 11.01 - Default. The happening of any one (1) or more of the following shall be deemed to be an event of default under this Lease:

- (a) Tenant or any Guarantor shall make an assignment for the benefit of its creditors which assignment is duly made;
- (b) The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of Tenant or a Guarantor, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant or a Guarantor, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein are not discharged within fifteen (15) days after the commencement;
- (c) The doing, or permitting, or any act by Tenant which creates a lien against the Premises, to which the Premises are a part and the same not being released within fifteen (15) days after the lien is filed;
- (d) Failure of Tenant to cause Landlord to receive payment of any installment of rent or other charges or money obligation herein required to be paid by Tenant to Landlord within three (3) days of the date when such payment is due;
- (e) Any representation, warranty, or statement made by Tenant, in this Lease or in any other information provided by Tenant or any Guarantor to Landlord with respect to the identity, net worth, liabilities, assets, business or financial condition of Tenant or any Guarantor, or any other matter, shall prove to be untrue or misleading;
- (f) Tenant's failure to conduct business in the Premises as required by the Lease; or
- (g) Failure of Tenant to comply with any covenant or provision of this Lease (except those described in 11.01 (a) through (f)) within ten (10) days after Landlord mails such notice of default to Tenant; provided, however, if Tenant shall default in the performance of any such covenant or provision of this Lease two (2) or more times within a twelve (12) month period, then notwithstanding such defaults have each been cured by Tenant, any further similar default shall be deemed an event of default.

In the event of Tenant's default after the notice provided for above, Landlord may without further notice (a) terminate this Lease, whereupon Tenant shall pay to Landlord on demand any and all damages suffered by Landlord thereby, (b) terminate Tenant's right to possession without terminating this Lease or (c) without terminating this Lease re-enter and resume possession of the Premises (disregarding whether the Lease terminated as a matter of law). In all such events, Tenant's obligations to pay rent and other amounts due during the original Lease Term. In addition, Tenant shall be responsible for all expenses incurred by Landlord in regaining possession and in reletting the Premises, until such time, if any, as Landlord relets same and the Premises are reoccupied. Landlord shall have no obligation or duty to relet the Premises or to mitigate its damages. Upon reletting, sums received from such new lessee shall be applied first to payment of costs incident to reletting and ~~any indebtedness to Landlord from Tenant other than for Minimum Rent;~~ and any remaining excess shall then be applied to the payment of ~~any indebtedness to Landlord from Tenant other than for Minimum Rent;~~ between all amounts to be received and sums received by Landlord on reletting, shall be paid by Tenant to Landlord in full, within five (5) days of notice of same from Landlord. Tenant shall have no right to any proceeds of reletting.

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that remain following application of the proceeds as above and Landlord shall be entitled to same as a brokerage fee for reletting the Premises.

Section 11.02 - Rights and Remedies. Landlord may exercise any or all remedies in this Lease in addition to any others and upon such notice as Landlord may require to Tenant at Tenant's cost and expense. Tenant shall reimburse Landlord for such expense upon demand.

Section 11.03 - Bankruptcy. If Landlord cannot terminate this Lease because of law, then Tenant, as a debtor in possession or on behalf of any trustee for Tenant, shall: (i) within the statutory time, assume or reject this Lease and (ii) not seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord. Tenant may only assume this Lease if (A) it cures or provides adequate assurance that it will promptly cure any default, (B) Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from such defaults, and (C) it provides adequate assurance of performance during the Lease Term of all of the terms, covenants and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth in the original lease, without limitation, adequate assurance (1) of the source of rent reserved hereunder, and (2) that the assumption of this Lease.

Section 11.04 - Attorney's Fees and Acceleration. If either party requires an attorney to judicially enforce any of the provisions of this Lease, the prevailing party shall be entitled to all reasonable expenses and costs incurred by it. If Tenant ceases operations within the Premises in violation of this Lease, Landlord may accelerate all amounts due at the end of the term with deductions in advance for (a) the present value based upon a ten percent (10%) discount rate at the time of acceleration of future rent which would be received during the balance of the term hereof, upon reletting of the Premises.

ARTICLE 12

ASSIGNMENT AND SUBLETTING

Section 12.01 - Assignment and Subleasing. Tenant covenants that it will not assign, mortgage or encumber this Lease, nor sublease the Premises, or permit the Premises to be used or occupied by others whether voluntarily or by operation of law, without the prior written consent of Landlord in each instance. The transfer of a majority of Tenant's outstanding stock or partnership interests shall be deemed an assignment for all purposes of this Lease. Upon receipt of a request for consent to any assignment or sublease, Landlord shall have the right to (a) consent to such assignment or sublease, (b) deny its consent to such assignment or sublease, subject to the terms hereof, or (c) require Tenant to assign or sublease the Premises. Without limiting Landlord's right to terminate the Lease and recapture the Premises in Landlord's sole discretion, if such assignment or sublease conforms with Section 12.02 below, Landlord shall not unreasonably withhold its consent to the assignment or sublease.

Section 12.02 - Conditions for Landlord's Consent to Assign or Sublease. The granting of consent by Landlord shall be preconditional upon the following: (1) Landlord shall be provided with at least thirty (30) days written notice prior to any proposed assignment or subleasing, verifiable under this Lease and shall guaranty the Lease if Landlord so requests; (3) Any proposed assignee or sublessee shall assume, in a written instrument acceptable to Landlord, all of the obligations of Tenant; (4) No use shall be employed in connection with the Premises other than the Permitted Use set forth in this Lease; (5) The Premises shall not be used for any business unless Landlord agrees to the contrary; (6) The successor shall have a good reputation in the area and be financially capable of meeting the obligations set forth hereinunder by the proposed sublessee/assignee will not violate or create any potential violation of any laws, agreements affecting the Premises, the Shopping Center or Landlord; (8) Tenant shall pay all reasonable attorney's fees or other costs associated with Landlord's review and approval of a prospective assignee or sublessee and (9) Tenant will not sublet or assign to an existing Shopping Center tenant, or to a person or entity with whom Landlord has had a dispute for Shopping Center premises within the preceding six (6) months. If Landlord improperly denies a sublease or assignment, Tenant's summons.

Section 12.03 - Assignment in Violation of Article. No occupancy by any party other than Tenant or collection of Rent by Landlord will be deemed (i) a waiver of the provisions of this Article; or (ii) the acceptance of the assignee,

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subtenant or occupant as tenant, or (iii) a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease shall not relieve Tenant from obtaining Landlord's prior written consent in writing to any further assignment or sublease. No consent shall lessen or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the same to be used or occupied by others.

ARTICLE 13

RIGHT OF ENTRY

Landlord or its agents may enter the Premises for any reasonable purpose and to bring and store necessary repair materials and equipment on the Premises, provided Tenant within twenty-four (24) hours prior to said entry and enters the Premises only at a reasonable time to minimize any disruption to Tenant's business caused by such entry. During the four (4) months before the end of the Lease Term or any renewal term, Landlord may place upon the Premises "To Let" or "For Rent" notices. During the four (4) months before the end of the Lease term or any renewal term, subject to code and any other restrictions herein, Tenant may place upon the Premises notices announcing to its customers the location at which it shall

ARTICLE 14

SUCCESSION TO LANDLORD'S INTEREST

Section 14.01 - Assignment, Subordination and Estoppel Certificates. Tenant shall attorn (recognize) and be bound in accordance with all of the Lease terms, covenants and conditions. The term "Landlord" as used herein shall mean Landlord and any successor in interest to Landlord. The Lease is subject and subordinate to the present and all future mortgages, deeds to secure debt or deeds of trust and their liens and to all renewals, modifications, consolidations, replacements and extensions thereof, and upon demand Tenant shall promptly execute all documents evidencing its subordination and willingness to attorn to the future holders of mortgages, deeds to secure debt or deeds of trust. Within ten (10) days after Landlord's request, Tenant shall return to Landlord all Estoppel Letters or Certificates submitted by Landlord.

Section 14.02 - Notice to Lender. Tenant shall give written notice to any holder of a deed of trust of which it has notice of any default of Landlord under the terms of this Lease. Tenant shall not exercise any remedies it may have by reason of such default until: (i) any cure period allowed to Landlord shall have expired without a cure having been made; (ii) Tenant shall have given notice to such holder of its intention to exercise remedies with respect thereto; and (iii) such holder shall have failed to cure such default within a reasonable time after notice of its intention to exercise remedies, or, if such default is not solely a monetary default and is not reasonably susceptible of cure within such period, such holder shall have failed to take steps to cure Landlord's default within such period and shall thereafter fail diligently to cure such default.

ARTICLE 15

Tenant may not remain within the Premises after the day of Lease expiration without Landlord's written approval. With Landlord's approval, Tenant shall become a tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay two hundred percent (200%) of the Rent in arrears as of the expiration date. If Tenant holds over without Landlord's written consent, Tenant shall be liable for all expenses of the Premises and for any damage to the Premises.



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contained herein shall be interpreted to grant permission to Tenant to holdover or to deprive Landlord of any rights and remedies with respect thereto.

ARTICLE 16

HAZARDOUS SUBSTANCES

(a) Neither Tenant, its successors or assigns, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose

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or any "Hazardous Substance" (as hereinafter defined) on the Premises, the Shopping Center or any part thereof or (ii) permit the "release" (as hereinafter defined) of a Hazardous Substance on or from the Premises, the Shopping Center or any part thereof unless the manufacturing, treatment, use, storage, disposal, or release of a Hazardous Substance is permitted in writing by Landlord.

(b) Tenant covenants, at its cost and expense, to indemnify and hold Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, or expenses of any kind or nature whatsoever (including, without limitation, attorney's fees and expert's fees) which may at any time be imposed upon, incurred by or asserted or threatened against Landlord from or out of any Hazardous Substance on, in, under or affecting the Premises, the Shopping Center or any part thereof, or from or out of any Hazardous Substance or any person or assigns, or any assignee, permitted sublessee, licensee or other person or entity acting at the direction, authority or request of Tenant. Said indemnity shall survive the termination of this Lease.

(c) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time, including, but not limited to, toxic, a pollutant or contaminant, under or regulated by, any federal, state, or local statute, law, ordinance, rule, regulation, administrative order or decision, as same may be amended from time to time, including, but not limited to, petroleum and petroleum products, asbestos and PCB's. The term "release" shall have the meaning given to such term in Section 101(22) of CERCLA.

MISCELLANEOUS

Section 17.01 - No Waiver, Time of Essence. The Landlord's acceptance of some act in violation of the terms of this Lease shall not prevent the Landlord from insisting upon the strict performance of that term at any other time.

Section 17.02 - Payments. No payment by Tenant or receipt by Landlord or a lessee shall be other than on account. Any endorsement or statement on a check or any accompanying letter is void, and Landlord may accept such check or payment without prejudice to right or remedy at law or in equity or provided in this Lease. Unless required by law, by court order or as otherwise provided herein, any payments made by Tenant shall be applied against the following outstanding charges: (a) applicable state rent or sales tax (if any), (b) Minimum Rent, (c) operating expenses covered by subparagraphs (a) through (d) above. Payments shall be applied within each of the foregoing categories against the sums first due and payable thereunder. Notwithstanding the foregoing, special billings shall be applied separately in accordance with the provisions hereof.

Landlord and Tenant are the sole agreement concerning the Premises and the Shopping Center. All prior negotiations, conversations and discussions between the parties or their officers, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. No course of conduct shall constitute an amendment.

Section 17.04 - No Joint Venture.

Section 17.05 - Force Majeure. If Landlord or Tenant is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or any other cause beyond the reasonable control of either, the delayed party shall not be liable and the period of performance of any such act or thing shall be extended by the period of such delay. The foregoing is inapplicable to the payment of Rent and Additional Rent unless due to an act arising out of Tenant's mailing and affecting the physical delivery of the payment.

Section 17.06 - Notices. Any writing required to be given under this Lease shall be delivered by hand delivery or email, return receipt requested, or overnight courier service and

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1/5/2022 3:30PM Addressed (i) if to Landlord, at the address provided in Section 1.01(B) for Landlord or at such other address as Landlord may designate by written notice, with a copy to (attorney), and (ii) if to Tenant, at the address provided in such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery ~~unless mailed~~ mailing. Facsimile notices shall be effective upon receipt if confirmed within twenty-four (24) hours of the foregoing methods.

Section 17.07 - Section Headings. The captions, section numbers, article numbers and index appearing are for descriptive purposes only and do not limit, define or describe the scope or intent of such Sections of this Lease nor in any way affect this Lease.

Section 17.08 - "Tenant". "Tenant" shall mean each and every entity or person executing this Lease as a non-disclosed agent or if an agency relationship is disclosed then Tenant shall be the principal unless stated to the contrary or unless the agent is without authority to bind the principal to this Lease. If there is more than one Tenant, the liability of Tenant under this Lease shall be joint and several.

Section 17.09 - Brokers. Tenant and Landlord warrant and agree that in connection with this Lease except Listing Broker and Tenant's Broker, if any, whose commission shall be paid by Landlord pursuant to a separate written agreement, and Landlord and Tenant covenant to pay, hold harmless and indemnify each other from and against any and all cost, expense or liability for any compensation, commissions and fees of any broker or agent utilized by the indemnitor other than Listing Broker with respect to this Lease or the negotiations leading to this Lease.

Section 17.10 - Partial Validity. The remainder of this Lease shall be enforceable if any section or clause is found invalid or unenforceable.

Section 17.11 - No Offer. The submission of this Lease to a prospective Tenant is not an offer, a reservation of or
Landlord and Tenant.

Section 17.12 - Governing Law. The laws of the state in which the Shopping Center is located shall govern the validity, performance and enforcement of this Lease. The exclusive venue for any conflict arising out of or relating to this shall be the courts in the county and state in which the Shopping Center is located.

Section 17,12 - Landlord and Tenant

Section 17.14 - Survival. Any obligation which by its nature is due after this Lease expires, shall survive the Lease's termination.

shall Tenant or Landlord demand a jury trial.

Section 17.16 - Limited Liability of Landlord. No levy or execution against Landlord shall be satisfied from any

Section 17.16 - Limited Liability of Landlord. No levy or execution against the assets other than Landlord's equity interest in the Shopping Center. In this Lease, "Landlord" refers solely to the owners of the Shopping Center at the time of its or their interest, and in the event of any sale, divestment, assignment, or transfer of the Shopping Center, the liability of the original Landlord(s) shall be forever discharged, released and remitted.

Section 17.17 - Interpretation. Highlighted language, if any, shall be of no greater or lesser force and effect than the language of this Lease. Any stricken language shall be treated as though it did not exist.

remainder of this Lease. Any stricken language shall be treated as though it had not been included. Tenant's remedy for any actual or alleged breach of any provision of this Lease.

Section 17.19 - Authority. If Tenant is a corporation, the individual(s) executing this Lease warrants that s/he has full authority to execute and to bind the Tenant to its terms and conditions pursuant to a current resolution of the Tenant's Board of Directors, which resolution shall be promptly provided upon request.

GWINNETT COUNTY
PLANNING AND DEVELOPMENT

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above written.

[SEAL]

Landlord:

3099 Breckenridge Property LLC

Mémoires

Date

Tenant:

Parent Name

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Date

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EXHIBIT B

RENT MONEY WITH A TENANT'S WORK

LANDLURK & WINDS

Exterior. All exterior walls are as approved by governing authorities. Landscaping has been provided around the building to meet county requirements.

board both sides sealed to deck. Six inch studs shall be used at column lines. Typical demising walls to be 5/8 inch fire code "C" gypsum board one-hour rated construction. Landlord will have option to use 6-inch stud in all locations. Wall finish to be taped, sanded and ready for paint in sales area and toilet room. Rear wall to be exposed masonry. Toilet room partitions shall be 3 1/2 inch metal studs (25 gauge) 24 inches on center and 8 foot high.

9" by 6' 8" by 1 3/8 pre-hung hollow core wood door is included. What a package!

Ceiling. Suspended 2' 0" x 4' 0" acoustical ceiling grid and tile shall be installed in the sales area and toilet room. Ceiling height shall be 9'-10" in sales area and 7'-9" in the toilet rooms. Acoustical tile to be white 5/8 inch thick "Sheets" board or random fissured board in white enamel grid or similar materials.

Roof. The type of roof system may be changed at Landlord's option. Roof structure shall be bar joists and metal deck with a clear height of approximately 14' 6" at the front of the building and 11' 4" at the rear of the building. Steel columns and joists designed to support wind and snow loads are installed. No roof walkpads are provided.

לען עזרא

Doors. Painted hollow steel doors, frames and all hardware necessary to meet the minimum code requirements are provided at each rear and side exterior opening. Aluminum and glass doors and frames to match the specified storefront system, as well as all hardware necessary to meet the minimum code requirements appropriate to the storefront system, are provided at each exterior opening. *Note: Doors are not insulated; only storefront glass.*

אדרת הארץ וארץ ישראל

HVAC. Mechanical systems include roof-mounted gas fired heat and electric cool HVAC units designed to serve approximately 350-400 SF per ton based on the environmental conditions appropriate to the area. HVAC ductwork, diffusers, grilles and controls are provided. Electrical power and gas piping is provided to the HVAC units. Ductwork will be used for HVAC distribution.

Plumbing. Plumbing systems include accessories necessary to satisfy the minimum code requirements appropriate to local requirements. A gas meter and service connection is provided at the rear exterior wall of the building. Interior gas piping is provided to HVAC units only. Fire sprinklers for the building are included based on ordinary hazard if required by code. A fire alarm system is not included.

Electrical. Electrical systems include exterior ~~conduits, ducts, and~~ conductors are provided from nearby transformers to a main disconnect panel located at the rear exterior wall of each building. A telephone service connection is provided at the rear exterior wall of each building. Each space shall have a 150 amp minimum electrical can with a 100 amp service. Electrical outlets shall be provided at 15' 0" on the exterior side walls of the sales area. Electrical lighting for each space shall be recessed mounted, four

square feet of sales area. Toilet rooms shall have a switch to operate a combination exhaust fan/light. Emergency lighting is provided to meet minimum code requirements.

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1/5/2022, 3:30PM In addition, Landlord will provide six (6) electrical floor outlets per Tenant's lay-out attached hereto.

Note: Interior painting and floor covering are excluded.

TENANT'S WINS

SECTION I: GENERAL PROVISIONS. Tenant at its cost and expense, shall perform all work, if any, other than
Landlord required to complete the Premises to a finished condition ready for the conduct of
any business or trade, and to make all necessary alterations and improvements made in the Premises.

Tenant's Work, shall conform to procedures as set forth in this Handbook and shall include, without limitation, the following:

A. STORE DESIGN DRAWINGS AND WORKING DRAWINGS AND SPECIFICATIONS. Store design drawings, including "Schedule For Delivery of Tenant's Plans and Specifications"

Section of the Handbook.

B. CONSTRUCTION. Construction work in accordance with the requirements as set forth in the Tenant's Work Section.

B. CONSTRUCTION. of the Tenant's Work Section. **MINIMUM CRITERIA.** The criteria and/or outline specifications as set forth herein, represent minimum standards and work of others or with existing conditions occurring within the Tenant's Work Section. The Tenant shall coordinate his work with as required to accommodate such work or conditions. The Tenant is developed in and under the jurisdiction of the

1. **Jurisdiction and Codes:** The project is developed in and under the jurisdiction of the local unit in which the Shopping Center is located. All design and

permits shall be obtained and posted in a prominent place. Tenant shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's working drawings and specifications, as approved by Landlord, or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said working drawings and specifications. Landlord's approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the cost of any such work.

Materials. Only new, IECN-1993

Premises.

Field Conditions: Tenant will verify condition

5. Field Conditions: Tenant will verify conditions pertaining to the Premises from time to time prior to and after commencement of construction of its Premises.

ARCHITECTURAL FINISHES

III. *Flora and Fauna*

D. ARCHITECTURAL FINISHES
1. Walls and Partitions: All interior partitions, other than as provided by Landlord, shall be minimum of 3-1/2" metal studs at 16" O.C. and shall have minimum $\frac{1}{2}$ " gypsum board on all sides and smooth and crackled joints ready for paint and/or wall covering.

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2. All interior doors and hardware other than as provided for in the Lease, if any.
3. Ceiling Work: Light coves and other ceilings not standard to the Shopping Center.
4. Floor Covering: Carpeting shall be extensively used in all sales areas. A limited amount of vinyl tile or carpeting may be used in non-sales areas.
5. All interior painting, decorating, paneling, wallpaper, peg board, etc., on all walls and columns. All interior surfaces shall be finished by Tenant (including stock areas).
6. Sign and sign panel background.

8. Display window backs, display window floors, display window ceilings, and window lighting fixtures and power for same.

E. STRUCTURAL. All such work by Tenant shall meet or exceed original structural design and shall leave all finished unimpaired.

F. PLUMBING. Plumbing fixtures within the premises, ~~shall~~ shall conform to Code.

G. MECHANICAL. Any additional heating, ventilating, air conditioning, and distribution systems (thermostats, grilles, etc.) that may be required.

for, if at all, in "Landlord's Work" Section of this Handbook.

MISCELLANEOUS ITEMS AT TENANT'S DISCRETION

Telephone and communication systems.

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2. During the month of June (1) set of wings

3. Tenant's store signs, one (1) set of under canopy signs as specified by Landlord's architect and controlling time clocks.

5. Fire extinguisher.

6. Tenant to furnish and install all curbs, lintels, flashings, counter-basements, piers, air inlets, exhaust hoods, louvers, etc., as necessary for Tenant's equipment requiring openings in the roof and/or exterior walls. Any cutting, patching, or flashing of the roof for Tenant's equipment for the roof guarantee, at Tenant's

7. The design of all work and installation undertaken by Tenant shall be subject to the approval of Landlord. All work undertaken by Tenant shall be at Tenant's expense and shall not damage or weaken the structural strength of the building or any part thereof, and shall be done in a first-class

8. Work undertaken by Tenant and at Tenant's own expense ~~and~~
removable contractor duly-licensed to do business.

9. Tenant shall satisfy Landlord that adequate arrangements have been made to insure said
work and that the same will be completed for such work ordered by Tenant. Contractor for Tenant is required to

SECTION II. PROCEDURE AND SCHEDULES FOR TENANT'S CONSTRUCTION OF DEMISED PREMISES

A. COMMENCEMENT OF CONSTRUCTION. Tenant shall start construction of the Demised Premises upon receipt of the Delivery of Possession Date Certificate specified in the "Certificates/Declarations" Section of the

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Handbook

B. GENERAL REQUIREMENTS

1. Tenant shall, prior to the commencement of construction submit to Landlord or its agent via email the following information:

a. All contractors Tenant intends to engage in the construction of the Premises.

b. The actual commencement date of construction and the estimated date of completion of construction work, fixturing work, and the date of projected opening

so required by Landlord.

d. All required licenses and permits.

e. Evidence of insurance as called for herein. Tenant shall secure, pay for, and

insurance policies required by the general contractor(s) to commence any work until all required insurance has been obtained and written copies of policies have been delivered to Landlord. Insurance policies shall name the Landlord, its architect and its general contractor as additional insured. Certificates of insurance shall provide for cancellation of such insurance coverage shall be undertaken without thirty (30)

certificates to Landlord prior to commencing work.

1. Tenant's General Contractor's and Sub-contractors' required Minimum Coverage and Limits of Liability.

Landlord's Liability Insurance with limits

Shopping Center is located and any insurance required by an Employee Benefits Act or other statute applicable where the work is to be performed as well as protect the contractor and subcontractor from any liability under the aforementioned acts.

Contractor's Liability Insurance (including Contractor's

per occurrence whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof, with a minimum aggregate limit of \$1,000,000. Such insurance shall provide for explosion and丸子 coverage and contractual liability coverage and shall insure the general

including death resulting therefrom, and damage to the property of others arising from his operations at the Premises under contract and whether such operations are performed by the general contractor, subcontractors, or any of their subcontractors, or by anyone directly or indirectly employed by any of them.

ownership, maintenance, and upgrading of the Premises and non-owned in the following amounts:

(i)	Bodily injury	\$500,000 each person
(ii)	Bodily injury	\$1,000,000 each occurrence

Such insurance shall insure the general contractor and or subcontractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from his operations at the Premises and whether such

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operations are performed by the general contractor, subcontractor or any subcontractors, or by anyone directly or indirectly employed by any of them.

ii. Tenant's Protective Liability Insurance Tenant shall provide Owner's Protective

damage liability to others or a combination thereof which may arise from work in the completion of the Premises, and any other liability for damages which the general contractor and/or subcontractors are required to insure under any provisions herein. Manager Landlord and Landlord's architect shall be named as additional insured. Said

a.	Bodily injury	\$500,000 each person
b.	Bodily injury	\$1,000,000 each occurrence
c.	Property damage	\$250,000 each occurrence

iii. Tenant's Builders Risk Insurance. Tenant shall provide a completed Value Form "All Physical Loss" Builder's Risk coverage on its work in the Premises as it relates to the building within which the Premises is located, naming the interest of the Landlord, its

2. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job, if any. All work shall be coordinated with the general

3. Tenant's contractor and subcontractor shall comply with all applicable state, and/or local statutes, ordinances, regulations, laws, and codes. All required building and other permits in connection with the construction and completion of the Premises shall be obtained and paid for by the Tenant.

subject to reimbursement by Tenant, any or all expenses incurred by Tenant on an emergency basis and which pertains to structural components, the general utility systems for the project, and the erection of temporary barricades and temporary signs, per design criteria, during construction and/or the period following the opening of the center for business.

architect.

6. Tenant shall apply and pay for all utility meters and associated fees where applicable.

7. Upon the completion of Tenant's store work, all facilities shall be in full use, without

8. All work performed by Tenant will cause a minimum of interference with other tenants and the operation of the Shopping Center. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and properly police same. Construction equipment and materials are to be located in confined areas and truck

9. After prior warning, Landlord shall have the right to order any tenant or tenant's contractor, who willfully violates the above requirements, to cease work, and to remove himself, his equipment and his employees from the Landlord's property.

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10. No
Landlord's architect

TEMPORARY FACILITIES DURING CONSTRUCTION

Tenant from the date the Tenant is obligated to commence to make a payment.

2. If necessary, Tenant will provide temporary heat for its Premises during construction.
3. Landlord to provide area for Tenant to connect his temporary service. Tenant is
4. Tenant is responsible for his own trash removal during the construction and merchandise stocking period. The Tenant shall not permit trash to accumulate within its area or in any area adjacent to its space. Should this situation develop and Landlord be forced to remove Tenant's trash, the cost for such service will be paid for by the Tenant.

shall not be obligated to, correct any of the items in Tenant's construction in accordance with the requirements of this Lease and Tenant's working drawings. Landlord shall not undertake the doing of any such work until it shall have furnished Tenant with a final punch list of deficient items and permitted Tenant thirty (30) days thereafter to comply. In the event Landlord performs any such work, Tenant shall reimburse

PROVISIONS REGARDING CONSTRUCTION AND ALTERATION

any construction limitations and prohibitions imposed by the Lease, any construction or alteration

A. All construction, alteration, repair, renovation or reconstruction shall be performed in a neat, safe and workmanlike manner and shall be accomplished in an expeditious, diligent and speedy manner. Tenant shall take all reasonable measures to minimize any disruption or inconvenience caused by such work to the other parties and their invitees and customers and shall make adequate provisions for the safety and

work to the other parties and the affected portion of the Shopping Center and cause as little disruption or interference with use of the Common Areas and other portions of the Shopping Center as possible. Tenant shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of

promptly discharge or bond any lien relating thereto, at Tenant's expense, and to indemnify Landlord and other tenants of the Shopping Center harmless from all damages, losses or claims attributable to the performance of such work. Without limiting the generality of the foregoing, in connection with any action to enforce this indemnity (as distinguished from any action against the indemnifying party by its employees), the indemnifying

such indemnity provisions in their contracts pertaining to work in the Shopping Center.

Any non-routine work shall be undertaken only after giving Landlord thirty (30) days prior written notice of the work to be undertaken, the scope, nature and extent of the work, the duration of the work, and the area in which

B. Utility Connections. Any work performed by Tenant to connect to, supply, install any storm drain, utility line, sewer, water line, gas line, telephone conduits or any other public utility service shall be performed so as to minimize interference with the provision of such services to any other party. Tenant shall consult with such public utilities and services if such interference would disrupt the orderly development

GWINNETT COUNTY
PLANNING AND DEVELOPMENT

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of this Guaranty shall not extend beyond such provision or circumstances, and no other provision of this instrument shall be affected thereby. This provision shall control every other provision of this Guaranty.

1/5/2022 3:30PM. **15. Construction** - Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

14. Choice of Law - This Guaranty is to be performed in the State where the Premises is located and shall be governed by and construed in accordance with the laws of the State where the Premises is located.

15. Counterparts - This Guaranty is executed in multiple counterparts, all of which shall be deemed originals, but all of which shall constitute one and the same instrument.

16. Captions - The paragraph headings used in this Guaranty are for suggestive purposes only and are not intended to be an accurate or comprehensive summary of the terms and provisions of this Guaranty.

17. Time of Essence - Time is of the essence of this Guaranty.

18. Joint and Several Liability - The liability of Guarantor hereunder shall be joint and several with the liability of any other guarantor of the Lease and with the liability of any other party liable under the Lease.

19. Financial Statements - Guarantor agrees to provide Landlord upon request but not more often than annually with copies of its audited financial statements.

20. Miscellaneous - Notwithstanding anything contained herein to the contrary, (i) in no event shall the obligation of the Guarantor exceed the obligations imposed in the Lease except to the extent of attorney's fees and costs incurred by Landlord hereunder for which Guarantor is liable, (ii) the Guarantor reserves any and all defenses available to Tenant under the Lease except those that are the subject of express waivers contained herein and those available to Tenant in any bankruptcy or similar proceeding. In the event of any litigation relating to the terms of this Guaranty, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

IN WITNESS WHEREOF, Guarantor has hereunder caused this Guaranty to be executed under seal and delivered to Landlord the day and year first above written.

Guarantor: _____

Signature: 
Name: IFTIKHAR RAUF
SSN: 056859051

Witness _____

Signature: 
Name: Tariq Ali

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and operation of the businesses conducted by any other party on any other portion of the Shopping Center, shall bear the cost of any overtime or other additional expense necessitated by such request. Any work or installation, alteration, replacement or repair of utility installations which requires interference with the paving in the parking area of the Common Area shall be undertaken with particular care so as to minimize the impact upon traffic

Center.

C. Compliance with Laws. All construction, alteration, repair, renovation or reconstruction work undertaken by Tenant shall comply with any plans and specifications therefor approved pursuant to this Lease, the requirements of all applicable environmental authorities having jurisdiction and all applicable laws, ordinances, rules

and regulations, and all necessary licenses and permits issued by all governmental authorities having jurisdiction over construction, alteration, repair, renovation or reconstruction work.

D. Time Restrictions. Other than the initial construction of the Premises, no construction, alteration, repair, renovation or reconstruction activity, including storage of construction equipment or materials, shall be conducted unless such construction activity is conducted only during normal business hours and is required in connection with emergency repairs or as a result of a casualty and in such instance the construction activity shall be conducted pursuant to the requirements of this Lease.

open for business, hence out of cause to the tenant will delay or withhold or delay. Fencing shall be of such height and of a work performed by Tenant on any exterior portion of the Shopping Center. Fencing shall be of such height and of a construction sufficient to protect existing facilities in the Shopping Center from dust, debris and other inconveniences occasioned by such work, and to protect users from safety hazards resulting from such work. In

such case, the fence and the signs or advertising material placed upon such fence shall be painted with a color or colors harmonious with the colors of the balance of the Shopping Center buildings provided, however, that if Tenant is a national or regional owner, occupant or tenant shall be permitted to place its prototypical logo on such

construction activities or ongoing operations of retail facilities within the Shopping Center so as to minimize interference with other tenants' operations, to avoid the undermining of any footings, to prevent the obstruction of the parking area to prevent the obstruction of service drives and to minimize interference with the visibility of other signs and markers and monument signage from all surrounding roadways.

shall be kept reasonably clean and free of construction material, trash and debris by the party performing such construction and the constructing party shall take appropriate precautions to protect against personal injury and property damage to the owners, other tenants, licensees, permittees or invitees.

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EXHIBIT C

PROHIBITED USES

GWINNETT COUNTY
PLANNING AND DEVELOPMENT

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any business or service operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business at the shopping center;

(c) professional service offices typically provided in shopping centers including, without limitation, a travel agency, real estate office, insurance office, dentist office or bank;

any business activity 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/blackjack/keu machines or similar devices; or bingo hall; provided, however, notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities so long as such activities are incidental to the

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EXHIBIT D

GUARANTY

THIS GUARANTY (the "Guaranty") made and entered into this 5th day of DECEMBER 2021 by IKTIKHAR RAUZ ("Guarantor"), to and for the benefit of 3099 BRECKINRIDGE PROPERTY LLC ("Landlord")

WITNESSETH:

WHEREAS, Landlord and IKTIKHAR RAUZ Tenant (the "Tenant") propose to enter into a certain Lease dated 02-01-2022 (the "Lease") for the leasing of space located in a shopping center commonly known as BRECKINRIDGE PLAZA the "Premises"), and

WHEREAS, Guarantor as IKTIKHAR RAUZ Tenant is desirous that Landlord make and enter into the Lease with Tenant; and

WHEREAS, Landlord requires as a condition to its execution of the Lease that Guarantor guarantees the full performance of the obligations of Tenant under the Lease;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the execution of the Lease by Landlord and for other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged by Guarantor, Guarantor does hereby agree as follows:

1. Guaranty - Guarantor hereby unconditionally guarantees the full, faithful and punctual performance of each and all of the terms, covenants, agreements and conditions of the Lease to be kept and performed by Tenant, in accordance with and within the time prescribed by the Lease, including, without limitation, the payment of all Minimum Rent, Additional Rent, all other charges or other sums accruing under the Lease, any damages owed Landlord in the event Tenant defaults under the Lease, together with interest on all of the foregoing as provided in the Lease, and all other costs and expenses required to be paid by Tenant under the Lease, including, without limitation, attorneys' fees, if applicable, incurred by Landlord (all of the foregoing sometimes hereinafter referred to as the "Obligations"). Guarantor does hereby agree that if all or any part of the Obligations are not paid or performed by Tenant pursuant to the terms and conditions of the Lease, Guarantor will immediately make such payments to Landlord or cause such performance to occur.

2. No Discharge - This Guaranty by Guarantor shall continue for the benefit of Landlord notwithstanding (i) any extension, modification, amendment or alteration of the Lease between Landlord and Tenant, (ii) any assignment of the Lease or sublease of the Premises, with or without the consent of Landlord, (iii) any extension or modification of the liability of Tenant or any extension, modification or release of the liability of any other guarantor of the Lease, (iv) any dissolution or liquidation of Tenant or change in the composition of the partners of Tenant; and no extension, modification, amendment, alteration or assignment of the Lease, sublease of the Premises, dissolution of Tenant, change in the composition of partners of Tenant, and no other agreements or releases between Landlord and any other guarantor of the Lease (with or without notice to or knowledge of Guarantor) shall in any manner release or discharge Guarantor. Guarantor does hereby consent to any such extension, modification, amendment, alteration, release or assignment of the Lease, sublease of the Premises, dissolution or liquidation of Tenant or change in the composition of partners of Tenant. This Guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect notwithstanding, without limitation, the death or incompetency of Guarantor.

3. Unchanged by Bankruptcy - This Guaranty will continue unchanged notwithstanding any bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee thereof, any discharge of Tenant in connection therewith, or any disaffirmance or abandonment by a trustee or Tenant.

4. Transfer or Assignment - Landlord may, without notice, assign or transfer this Guaranty in whole or in part and no such assignment or transfer of the Lease shall operate to extinguish or diminish the liability of Guarantor hereunder.

5. Primarily Liable - This Guaranty is a guaranty of payment and not of collection. The liability of Guarantor under this Guaranty shall be primary and direct and in any right of action which shall accrue to Landlord

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under the Lease, Landlord may, at its option, proceed against Guarantor without having commenced any action, or having obtained any judgment, against Tenant or any other party liable under the Lease or any other guaranty of the Lease. Guarantor hereby waives any right that it may have pursuant to applicable law to require that Landlord

enforce its rights, powers and remedies under the Lease, any other guaranty of the Lease, and under this Guaranty, and all rights, powers and remedies available to Landlord shall be non-exclusive and cumulative of all other rights, powers and remedies under the Lease, any other guaranty of the Lease or under this Guaranty or by law or in equity.

Tenant, any other guarantor or any other person or entity, upon a default by Tenant under the Lease, at its sole discretion and without notice to Guarantor, to exercise any right or remedy which Landlord may have under the Lease and Guarantor shall be liable to Landlord for any deficiency or remedy which Landlord may have against Tenant, even though any right which Guarantor may have against

any rights to enforce any remedy which Landlord may have against Tenant.

7. Proceeds - Guarantor hereby authorizes Landlord, without notice to Guarantor, to apply all amounts received from any personal property of Tenant on the Premises in such

8. Binding on Successors - Guarantor's obligations hereunder shall not be assigned or delegated but this Guarantor shall pass to and be fully binding upon any successors, heirs, assigns and/or trustees of Guarantor.

bankruptcy or any other proceeding, (b) any defense based on the non-existence or incurring of any new obligations or on the action or non-action of any person or entity in connection with the Obligations, (c) any duty on the part of Landlord to disclose to Guarantor any facts it may know or resulting from any bankruptcy or similar proceeding affecting Tenant) by waiving any defense that would result in

otherwise be entitled by law. The intent of this provision is to render the liability of Guarantor no less extensive with the liability of Tenant under the Lease (except that Guarantor shall not be entitled to any defenses resulting from any bankruptcy or similar proceeding affecting Tenant) by waiving any defense that would result in

can be released or waived by Landlord except by a writing signed by Landlord.

11. Representations - Guarantor hereby represents and warrants that:

(b) There are no actions, suits or proceedings pending or threatened against Guarantor before any court or any governmental, administrative, regulatory, adjudicatory or arbitral body or agency of any kind that will affect performance by Guarantor of the Obligations; and

Guarantor is aware that this Guaranty is a novation. The effect of this provision is to make this Guaranty a separate and independent obligation, notwithstanding that it may be contained in a larger document or agreement, and to make this Guaranty a valid and enforceable agreement in any particular circumstances of any provision