

Hapeville Development Authority Meeting  
3468 N Fulton Avenue  
Hapeville, GA 30354

October 10, 2019 6:30PM

Agenda

1. **Call To Order**
2. **Roll Call - Development Authority**
  - Katrina Bradbury
  - Matt Morrison
  - James Newton
  - Alan Hallman
  - J. Allen Poole
  - John Stalvey
  - Tania Wismer
  - Susan Bailey
  - Kayla Fortner
3. **Approval Of Minutes**
  - September 5, 2019
4. **Financial Report**
5. **Old Business**
6. **New Business**
  - 6.I. **Consideration And Action Of A Bond Resolution Approving The Refinancing Of The Previously Issued Series 2004A, Series 2004B And Series 2007 Bonds To Save Money.**
  - 6.II. **Consideration And Action To Authorize The Chairman To Negotiate And Finalize Lease With Printmakers Studio**
  - 6.III. **Consideration And Action On An Amended Lease Agreement For 840 S. Central**
    - Documents:
      - [EXECUTED LEASE AND 1ST AMEND RE 840 S. CENTRAL.PDF](#)
      - [SECOND AMENDMENT TO LEASE AGREEMENT- 840 S. CENTRAL.PDF](#)
7. **Economic Development Update**
8. **Executive Session**
  - When executive session is required, one will be called for the following issues: 1) Litigation O.C.G.A. 50-14-2; 2) Real Estate O.C.G.A. 50-14-3 (b)(1); 3) Personnel O.C.G.A. 50-14-3 (b)(2)
9. **Public Comment**
10. **Adjourn**



**LEASE AGREEMENT**

This LEASE AGREEMENT ("Lease") is made and entered into this 28<sup>th</sup> day of March, 2018 by and between the HAPEVILLE DEVELOPMENT AUTHORITY ("Landlord") and IMPERIAL STAR DESTROYER, LLC ("Tenant").

WITNESSETH:

1. **PREMISES.** The property hereby leased to Tenant is a parcel of real property designated as Tax Parcel Identification Number 14 00980080097 in the records of the Fulton County Tax Assessor and having a street address of 840 South Central Avenue, Hapeville, Georgia 30354, and including all improvements presently located on said parcel (collectively, the "Premises"). Said parcel is further identified by the Survey which is attached hereto as Exhibit A and is incorporated herein by reference.

2. **TERM.** The lease term ("Lease Term") shall commence on the 1<sup>st</sup> day of November, 2018 ("Effective Date") and shall unless terminated earlier as provided herein, expire at 11:59 p.m. on the 31<sup>st</sup> day of October, 2023. ("Expiration Date").

3. **POSSESSION.** The taking of possession by Tenant shall be deemed conclusively to establish that said Premises are in good and satisfactory condition as of the time possession was taken. Tenant further acknowledges that no representations as to the repair of the Premises, or promises to alter, remodel, or improve the Premises, have been made by Landlord unless such are expressly set forth herein..

4. **BASE RENT.** Base rent for the Premises shall be paid in annual installments of one dollar (\$1.00) ("Based Rent") per year. The Base Rent shall be due and payable initially on the Effective Date of the Lease Term, and subsequently on the first calendar day following the expiration of every twelve (12) months of the Lease Term, without demand, deduction or set off in lawful money of the United States. At its sole discretion, Tenant may elect to pay said amount of Base Rent as a lump sum and in advance.

5. **RENEWAL OPTION.** Tenant may renew this lease for an additional two (2) year term ("Renewal Term") which term shall begin on the first calendar day following the Expiration Date of the Lease Term. Tenant shall exercise its right for such renewal by providing to Landlord written notification of its intention to exercise said right not later than sixty (60) days prior to the expiration of the Lease Term herein. To be effective, said written notice shall comply the provisions of paragraph 17. The Base Rent due any Renewal Term shall be in the amount identified in paragraph 4. Base Rent for the Renewal Term shall be due initially on the effective date of the Renewal Term, and subsequently on the first calendar day following the expiration of every twelve (12) months of the Renewal Term under.

6. **OPTION TO PURCHASE.** Tenant shall have an option to purchase the Premises, which option shall expire at the end of the original Lease Term, or if applicable, the end of the Renewal Term as follows:

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- (a) Tenant shall exercise its option hereunder by giving written notice to Landlord in accordance with the requirements of paragraph 17 of this Lease. At the time of the exercise of the option, Tenant shall also pay to Landlord (or if required by Landlord, to an intermediary) a non-refundable deposit of FIVE HUNDRED DOLLARS (\$500.00);
- (b) The Parties shall then enter into a purchase and sale agreement, and conduct any and all inspections authorized thereunder, prepare closing documents for the sale, and conduct said closing of the sale on or before that date which is ninety (90) days after Landlord has received the above-mentioned non-refundable deposit, and said closing shall occur in the office of Landlord's attorneys or at such other place as shall be acceptable to Landlord;
- (c) The purchase price to be paid by Tenant shall be five thousand dollars (\$5,000.00);
- (d) Tenant shall receive a credit for the non-refundable deposit required under (a) above and the balance of the purchase price shall be paid at closing in cash, by wire transfer to Landlord's account or another account designated by Landlord;
- (e) All expenses of closing shall be paid by Tenant;
- (f) Upon closing of said sale, this Lease shall terminate and be of no further force or Effect, except for those provisions which, as expressly stated herein, may survive Lease termination;
- (g) The option granted to Tenant pursuant to this paragraph 6 may not be exercised at any time while Tenant is in Default under any term or condition of this Lease.

7. **TAXES.** Tenant shall be solely responsible for all taxes, assessments, and governmental charges of any kind and nature whatsoever levied or assessed against the Premises by any municipality, county, or other governmental agency.

8. **INSURANCE.** Tenant shall purchase and maintain in full force and effect throughout the Lease Term and, if applicable, the Renewal Term general liability and property damage insurance policies. The policy of general liability insurance shall provide a combined single limit of one million dollars (\$1,000,000) and shall name Landlord as an additional insured.

9. **USE.** The Premises shall be used primarily as motor vehicle parking to support the adjacent property having a street address of 816 South Central Avenue, Hapeville, Georgia 30354. In no event shall Tenant utilize the Premises or permit the Premises to be utilized as a Commercial Parking Lot or an Airport Parking Facility as those terms are defined under the Zoning Code of the Hapeville Code of Ordinances. Tenant shall conduct no activity on the Premises that will result in the discharge of harmful gases, effluents, or other wastes. Tenant shall comply with all governmental laws, ordinances, and regulations. Tenant shall not receive, store, or otherwise handle on the Premises any product, material, or merchandise that is explosive, combustible, corrosive, caustic or poisonous. Landlord makes no representation whatsoever that the Premises are suitable for any use authorized under this paragraph.

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**10. TENANT'S REPAIRS.** Tenant accepts the Premises in an "as is/where is" condition. Except as provided in paragraph 11, Tenant shall, at its own cost and expense, keep and maintain all parts of the Premises in good condition, promptly making all reasonable necessary repairs and replacements. Tenant shall not damage any portion of the Premises, and shall, at its sole cost and expense, promptly repair any damage or injury to any portion of the Premises caused by Tenant or its employee, agent, contractor, servant, licensee, or invitee.

**11. LANDLORD'S REPAIRS.** During the Lease Term, applicable Renewal Term, transfer of ownership, and so long as the storm water easement is deemed to be in effect, Landlord shall bear the costs of repairs to, improvements to, and maintenance of the storm drainage system currently running through the Premises. If Tenant paves the Premises during the Lease Term, and after paving, it becomes necessary to replace the storm drainage system and such replacement of the storm drainage system results in damage to the pavement on the Premises, then Landlord, at its expense, will repave the Premises and restore, replace or remodel any improvements to latest un-impacted condition or better. Except as provided in this paragraph, Landlord shall bear absolutely no responsibility to maintain any part of the Premises.

**12. STORMWATER DRAINAGE AND ACCESS EASEMENT.** Tenant acknowledges and agrees that any rights to the Premises that it obtains under this Lease are subject to an easement in favor of the City of Hapeville, Georgia (the "City") for the operation of a stormwater drainage system on or abutting the Premises and said easement includes the right of access to the Premises by the City for the maintenance of such drainage system. (Said stormwater drainage system on or abutting the Premises is more particularly shown the survey which is attached hereto as Exhibit A and is incorporated herein by reference.). Tenant agrees that it will take undertake no action, perform any operation, or make many improvement to the Premises that will directly or indirectly interfere with the rights of the City to such easement beyond the improvements needed to support the parking and affiliated business. In the event that Tenant purchases the Premises under the option to purchase set forth in paragraph 6, Tenant acknowledges and agrees that (1) any right it may acquire in the Premises is subject to the easement identified in this paragraph; and (2) it will take all actions necessary (including, but not limited, the execution of any written instrument) to convey to the City legal title to the easement identified in this paragraph.

**13. ALTERATIONS.** Tenant may pave the Premises and may also make the proposed alterations, additions or improvements to the Premises that are shown on the diagram that is attached hereto as Exhibit B and is incorporated herein by reference. Any additional improvements made to the property can only with the prior written consent of Landlord, which consent shall not be unreasonably denied, conditioned, or delayed. Tenant may, without the consent of Landlord, but at its sole cost and expense and in a good workmanlike manner, make cosmetic and decorative improvements to the Premises that do not alter the basic character of the Premises. Any said cosmetic and decorative improvement shall comply with all applicable governmental laws, ordinances, regulations and other requirements.

**14. SIGNS.** Tenant shall have the right to install signs upon the Premises subject to any applicable governmental laws, ordinances, and regulations. Unless Tenant validly exercises the option to purchase set forth in paragraph 6, Tenant shall remove all such signs upon the

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termination of this Lease. The installation and/or removal of any sign under this paragraph shall be made in such a manner as to avoid injury or defacement of the Premises, and Tenant shall repair any injury or defacement, including, without limitation, discoloration of the Premises caused by such installation and/or removal.

15. **INSPECTION.** Landlord and its agents and representatives shall have the right to enter and inspect the Premises at any reasonable time for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by Landlord under the term of this Lease or in order to show the Premises to any prospective purchaser or lender.

16. **UTILITIES.** Tenant shall be solely responsible for any applicable usage charges for all water, gas, electrical, telephone, sewer, internet, garbage, and other utilities or services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto.

17. **ASSIGNMENT & SUBLETTING.** Subject to Landlord's written consent, which consent shall not be unreasonably denied, conditioned, or delayed, Tenant may assign or sublease the whole or any part of the Premises to a subtenant. Such subtenant shall be either (i) an entity in which Tenant has a controlling interest or (ii) a restaurant, as defined under the Zoning Code of the City of Hapeville Code of Ordinances. Any subtenant must abide by the terms of this Lease. In no case shall the subtenant operate a Commercial Parking Lot or an Airport Parking Facility as those terms are defined under the Zoning Code of the Hapeville Code of Ordinances.

18. **NOTICES.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail postage prepaid, Certified or Registered Mail, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at other such address as they have theretofore specified by written notice delivered in accordance herewith. Email is included as an acceptable form of notice or document delivery with proof-of-response or read receipt from recipient.

**LANDLORD:**

Hapeville Development Authority  
Attn: Chairperson  
3468 North Fulton Avenue  
Hapeville, Georgia 30354

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With a copy to:

Fincher Denmark LLC  
Attn: Steven Fincher, Esq.  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236

**TENANT:**

Imperial Star Destroyer, LLC  
Attn: David Hewitt  
1580 Carroll Drive, NW  
Atlanta, Georgia 30318  
Email: atlantanewconstruction@gmail.com

Should the notice address of Tenant change at any point during the Term, Tenant shall provide the new address in writing to Landlord via certified mail or overnight delivery within 30 days of the change of Tenant's address. Should Tenant's address change, and Tenant fail to properly update its address pursuant to this paragraph, Landlord will not be in violation of the Lease for any notices sent to Tenant's previous address, and all such notices sent to Tenant's previous address will be deemed delivered and proper.

**19. INDEMNITY.** Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability, and expenses (including attorneys' fees and expenses of litigation relating thereto and to this indemnity) in connection with loss of life, bodily, or personal injury, or property damage, arising from or out of any occurrence in, upon, or at the Premises or the occupancy or use by Tenant of Premises or any part thereof, or occasioned wholly or in part by any act (willful or otherwise) or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires.

To the extent allowed by law, Landlord shall indemnify Tenant and any sub-tenants and save it harmless from suits, actions, damages, liability, and expenses (including attorneys' fees and expenses of litigation relating thereto and to this indemnity) in connection with loss of life, bodily, or personal injury, or property damage, arising from or out of any occurrence in, upon, or at the Premises or the occupancy or use by Tenant of Premises or any part thereof, or occasioned wholly or in part by any act (willful or otherwise) or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires.

**20. EARLY TERMINATION.** The Parties shall have the right, upon thirty (30) days prior written notice to the other party, to terminate this Lease at any point during the Lease Term or, if applicable, at any point during the Renewal Term. Tenant may still exercise their option to buy within 90 days of receiving notice for Early Termination.

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**21. MISCELLANEOUS.**

(a) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(b) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(c) This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

(d) If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(e) Time is of the essence of this Lease.

(f) This Lease shall be governed, controlled and construed in accordance with the laws of the State of Georgia. The state and federal courts located in Clayton County, Georgia, shall have exclusive jurisdiction over all matters arising out of this Lease.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 20th day of April, 2018.

**LANDLORD:**

**Hapeville Development Authority**

By: *Katherine T. Bradley*  
Name: Katherine T. Bradley  
Title: Chairman

**TENANT:**

**Imperial Star Destroyer, LLC**

By: *David Hewitt*  
Name: DAVID HEWITT  
Title: PARTNER

*KB*

**EXHIBIT A**

VB

### **816 S Central Ave**

All that certain piece, parcel or lot of land lying and being in Land Lot 98 of the 14th District Fulton County, Georgia and being more fully shown and designated on Boundary and Topographic Survey for Sujarre & David Hewitt, dated 03/02/17 (project #17-012) prepared by LRS Surveying LLC and having the following metes and bounds to wit.

Beginning at a P.K. Nail Set at the intersection of the southern right of way of S Central Avenue with the western right of way of Custer Street; thence turning and continuing along the western right of way of Custer Street S 51 DEGREES 37 MINUTES 50 SECONDS W a distance of 19.00' #4 rebar set on the northern right of way of Willingham Drive; thence turning and continuing along said right of way N 73 DEGREES 21 MINUTES 16 SECONDS W a distance of 220.00' to a #4 rebar set; thence turning and leaving said right of way and continuing N 31 DEGREES 03 MINUTES 32 SECONDS E a distance of 87.05' 1/2" open top pipe found on the southern right of way of S Central Avenue; thence turning and continuing along said right of way S 55 DEGREES 09 MINUTES 55 SECONDS E a distance of 220.23' to the point of beginning and having an area of 0.259 acres (11,277 square feet)

### **840 S Central Ave**

All that certain piece, parcel or lot of land lying and being in Land Lot 98 of the 14th District Fulton County, Georgia and being more fully shown and designated on Boundary and Topographic Survey for Sujarre & David Hewitt, dated 03/02/17 (project #17-012) prepared by LRS Surveying LLC and having the following metes and bounds to wit.

Commencing at a P.K. Nail Set at the intersection of the southern right of way of S Central Avenue with the western right of way of Custer Street, thence along the southern right of way of S Central Avenue N 55 DEGREES 09 MINUTES 55 SECONDS W a distance of 220.23' to a 1.2" open top pipe found; thence turning and leaving said right of way and continuing S 31 DEGREES 03 MINUTES 34 SECONDS W a distance of 87.05' to a #4 rebar set on the northern right of way of Willingham Drive; thence turning and continuing N 73 DEGREES 21 MINUTES 03 SECONDS W a distance of 90.00' #4 rebar set; thence turning and leaving said right of way and continuing N 29 DEGREES 44 MINUTES 55 SECONDS E a distance of 115.37' #4 rebar set on southern right of way of S Central Avenue; thence turning and continuing along said right of way S 55 DEGREES 11 MINUTES 23 SECONDS E a distance of 90.00' to the point of beginning and having an area of 0.206 acres (8,965 square feet)

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**EXHIBIT B**

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**LRS Surveying LLC**  
 3114 S. 28th St.  
 Tallahassee, FL 32311  
 Phone: (904) 233-2333  
 Fax: (904) 233-2334  
 Website: www.lrsurveying.com

**SUBARRC & DAVID HEWITT**

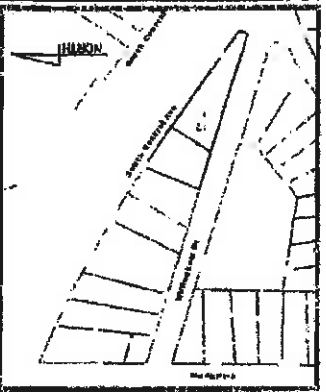
CHERRYLAND SURVEYING LLC  
 1115 N. 1st St.  
 Tallahassee, FL 32311



Surveyors & Topographic Surveyors  
**816 & B4D**  
 S Central Ave  
 Tallahassee, FL 32311  
 Phone: (904) 830-8345  
 Fax: (904) 830-8397

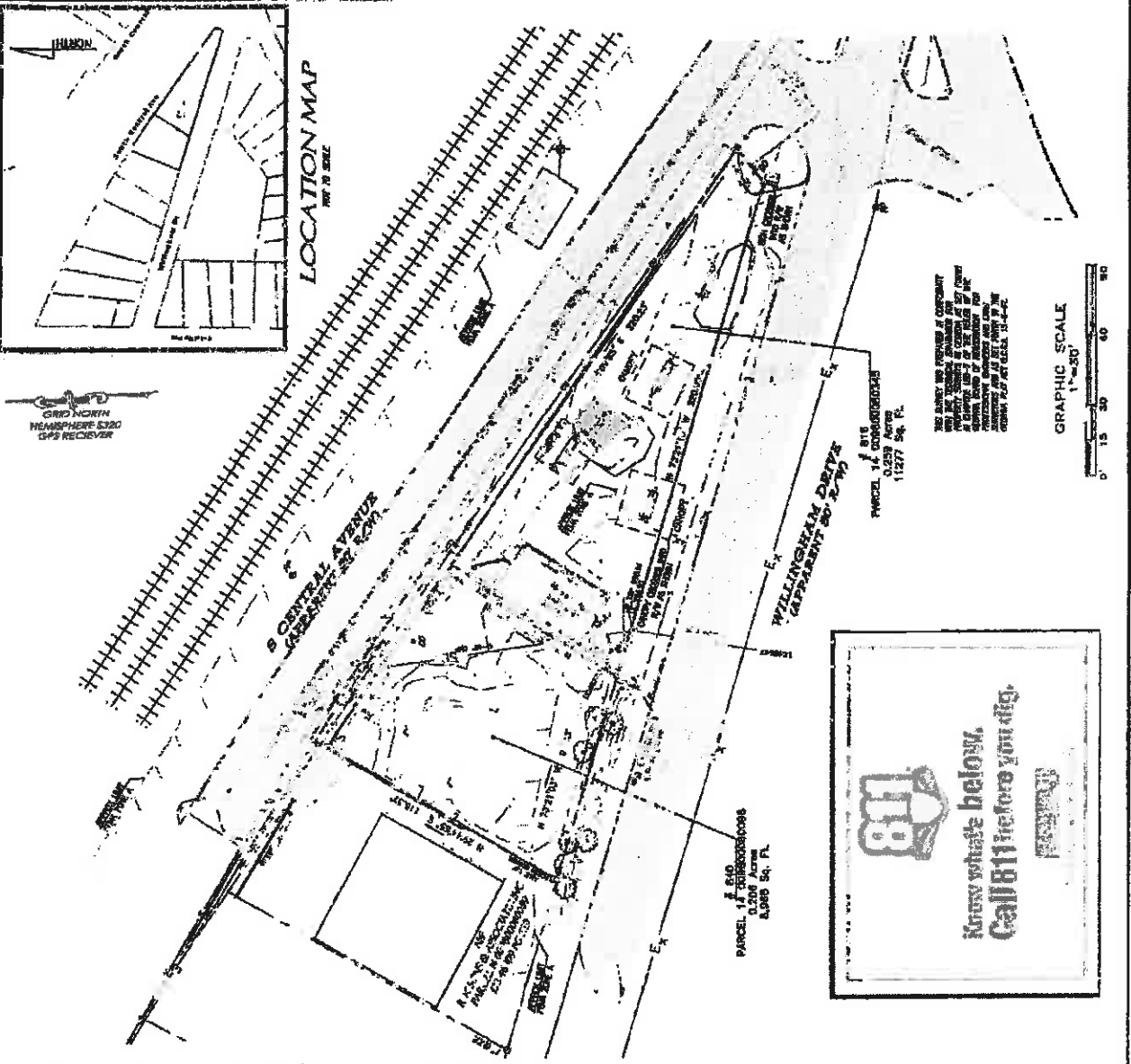
Lot/Block	0218
Parcel No.	0218
Owner Name	LIBRARY
County	FLORIDA
State	FL
City/Town	TALLAHASSEE
County	FLORIDA
Parcel No.	0218
Lot/Block	0218
Owner Name	LIBRARY
County	FLORIDA
State	FL
City/Town	TALLAHASSEE

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**LOCATION MAP**  
 10/1/20

GRID NORTH  
 HEMISPHERE S32D  
 GPS RECEIVER



THE LIBRARY HAS BEEN REMOVED FROM THE PROPERTY. THE REMAINS OF THE BUILDING ARE VISIBLE IN THE AIR PHOTO. THE REMAINS OF THE BUILDING ARE VISIBLE IN THE AIR PHOTO. THE REMAINS OF THE BUILDING ARE VISIBLE IN THE AIR PHOTO. THE REMAINS OF THE BUILDING ARE VISIBLE IN THE AIR PHOTO.

**GRAPHIC SCALE**  
 1" = 30'



**NOTES**

1. THE FIELD DATA COLLECTED ON 11/14/17 SHOWS THE PROPERTY TO BE A 0.228 ACRES PLAT AND A 11277 SQ. FT. PARCEL. THE FIELD DATA COLLECTED ON 11/14/17 SHOWS THE PROPERTY TO BE A 0.228 ACRES PLAT AND A 11277 SQ. FT. PARCEL. THE FIELD DATA COLLECTED ON 11/14/17 SHOWS THE PROPERTY TO BE A 0.228 ACRES PLAT AND A 11277 SQ. FT. PARCEL.

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4. THE FIELD DATA COLLECTED ON 11/14/17 SHOWS THE PROPERTY TO BE A 0.228 ACRES PLAT AND A 11277 SQ. FT. PARCEL. THE FIELD DATA COLLECTED ON 11/14/17 SHOWS THE PROPERTY TO BE A 0.228 ACRES PLAT AND A 11277 SQ. FT. PARCEL.

**PROPERTY CORNERS**

- LIBRARY
- 9 CENTRAL AVENUE
- WILLINGHAM DRIVE
- 11277 SQ. FT.

**SYMBOLS**

- POINT (PERMITS)
- POINT (NOT PERMITS)
- POINT (ELECTRICAL)
- POINT (MATERIAL)
- POINT (MATERIAL)
- POINT (MATERIAL)
- POINT (MATERIAL)
- POINT (MATERIAL)

**ABBREVIATIONS**

- LIBRARY
- 9 CENTRAL AVENUE
- WILLINGHAM DRIVE
- 11277 SQ. FT.

**LINE TYPES**

- LIBRARY
- 9 CENTRAL AVENUE
- WILLINGHAM DRIVE
- 11277 SQ. FT.

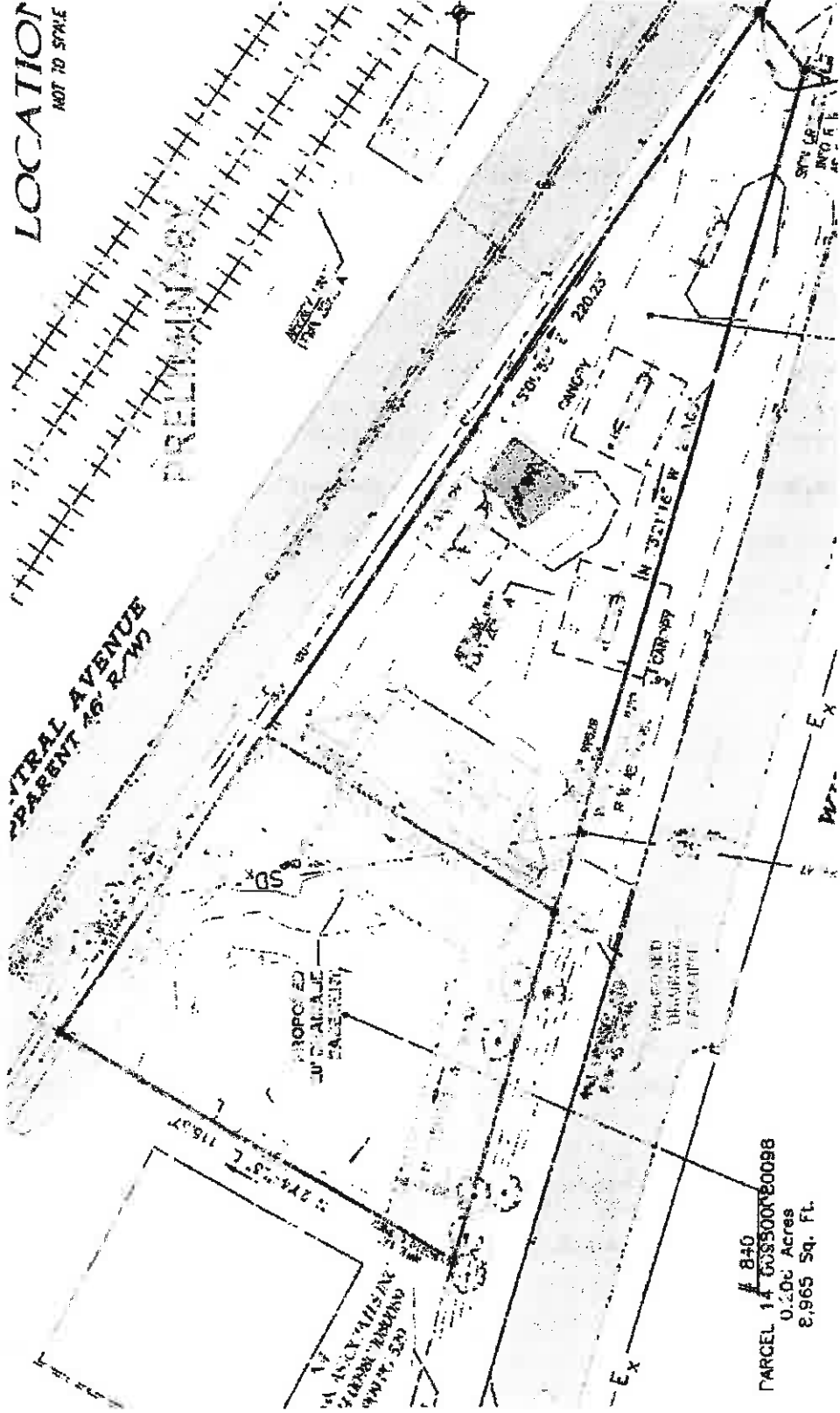
Handwritten initials or signature.

Project: 840 South Central Avenue - Stormwater Easement  
Date: 9-26-2017

LEGEND

PROPOSED DRAINAGE EASEMENT

LOCATION  
NOT TO SCALE



PARCEL # 840  
PARCEL 14 00850080098  
0.206 Acres  
8,965 Sq. Ft.

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FIRST AMENDMENT TO LEASE AGREEMENT

<sup>19th</sup> This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this day of June, 2019, by and between the HAPEVILLE DEVELOPMENT AUTHORITY ("Landlord") and IMPERIAL STAR DESTROYER, LLC ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated March 28, 2018 (the "Lease") for the vacant parcel at 840 South Central Avenue, Hapeville, Georgia 30354 (the "Premises"); and

WHEREAS, Landlord and Tenant are desirous of amending the Lease to extend the Term thereof.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants contained in the Lease and in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is amended as follows:

1. The Term of the Lease shall be extended for an additional period of sixty-eight (68) months commencing November 1, 2023 and expiring July 1, 2029 ("Amended Lease Term").
2. The "Option to Purchase" shall expire at the end of the Amended Lease Term.

Except as expressly amended and modified hereby, the terms and conditions of the Lease shall remain in full force and effect.

This Amendment shall inure to the benefit of, and be binding upon, the successors, assigns and legal representative of the parties hereto.

IN WITNESS WHEREOF, this Amendment has been executed on behalf of each of the parties hereto, as of the date and year first above written.

**TENANT**

Signed and subscribed in the presence of:

*[Signature]*

Witness

IMPERIAL STAR DESTROYER, LLC

By: *[Signature]* *[Signature]*  
Name: DAVID HEWITT Sujaree Hewitt  
Title: Member

**LANDLORD**

Signed and subscribed in the presence of:

*[Signature]*

Witness

HAPEVILLE DEVELOPMENT AUTHORITY

By: *[Signature]*  
Name: Katrina T. Bradbury  
Title: Chairman

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the HAPEVILLE DEVELOPMENT AUTHORITY (“Landlord”) and IMPERIAL STAR DESTROYER, LLC (“Tenant”).

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated March 28, 2018 (the “Lease”), and as further amended by that certain First Amendment to Lease Agreement dated June 12, 2019; and

WHEREAS, Landlord and Tenant desire to amend the description of the Premises and Exhibit A, which was attached to said Lease and incorporated therein.

NOW THEREFORE, for and in consideration of the mutual covenants contained in the Lease, the First Amendment, and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is amended as follows:

- A. Paragraph 1 (“Premises”) of the Lease is hereby amended by deleting the stricken text and inserting the following underlined and italicized text:

“**1. PREMISES.** The property hereby leased to Tenant is a parcel of real property designated as Tax Parcel Identification Number 14 00980080097 in the records of the Fulton County Tax Assessor and having a street address of 840 South Central Avenue, Hapeville, Georgia 30354, and including all improvements presently located on said parcel (collectively, the “Premises”). Said parcel is further identified by the Survey legal description which is attached hereto as Exhibit A and is incorporated herein by reference.”

- B. Paragraph 12 (“Stormwater Drainage and Access Easement”) of the Lease is hereby amended deleting the stricken text and inserting the following underlined and italicized text:

“**12. STORMWATER DRAINAGE AND ACCESS EASEMENT.** Tenant acknowledges and agrees that any rights to the Premises that it obtains under this Lease are subject to an easement in favor of the City of Hapeville, Georgia (the “City”) for the operation of a stormwater drainage system on or abutting the Premises and said easement includes the right of access to the Premises by the City for the maintenance of such drainage system. (Said stormwater drainage system on or abutting the Premises is more particularly shown on the survey which is attached hereto as ~~Exhibit A~~ Exhibit B and is incorporated herein by reference.). Tenant agrees that it will ~~take~~ undertake no action, perform any operation, or make many improvements to the Premises that will directly or indirectly interfere with the rights of the City to such easement beyond the improvements needed to support the parking and affiliated business. In the event that Tenant purchases the Premises under the



option to purchase set forth in paragraph 6, Tenant acknowledges and agrees that (1) any right it may acquire in the Premises is subject to the easement identified in this paragraph; and (2) it will take all actions necessary (including, but not limited to, the execution of any written instrument) to convey to the City legal title to the easement identified in this paragraph.”

C. Exhibit A to the Lease is stricken in its entirety and replaced with the following:

“ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 98 of the 14th District, Fulton County, Georgia, as shown on a plat of additions and changes in Virginia Park made for Clark-Stewart Company, December 1921, by O.F. Kauffman, C.E., which plat is recorded in Plat Book 8, Page 129, Fulton County records, and being more particularly described as follows:

BEGINNING at a point on the south side of Central Avenue 220 feet west of the southwest corner of Central Avenue and Hamilton Avenue; thence west along the south side of Central Avenue 90 feet; thence southwest 112.7 feet to the right of way of Georgia Railway Electric Company; thence east along said right-of-way 90 feet; thence northeast 86.2 feet to Central Avenue and point of beginning.

Being improved property known as No. 840 South Central Avenue in the City of Hapeville, Georgia, according to the present system of numbering.

Tax Parcel No. 14-0098-0008-009-7.”

D. Except as expressly amended and modified hereby, the terms and conditions of the Lease shall remain in full force and effect.

E. This Amendment shall inure to the benefit of, and be binding upon, the successors, assigns and legal representative of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment has been executed on behalf of each of the parties hereto, as of the date and year first above written.

**TENANT**

Signed, sealed and delivered  
in the presence of:

IMPERIAL STAR DESTROYER, LLC

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

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

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

Commission Expires Date:

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

\_\_\_\_\_

[NOTARIAL SEAL]

**LANDLORD**

Signed, sealed and delivered  
in the presence of:

HAPEVILLE DEVELOPMENT AUTHORITY

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

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

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

Commission Expires Date:

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

\_\_\_\_\_

[NOTARIAL SEAL]