

**Eastman Downtown Development Authority
Board of Directors Minutes**

Date: May 5, 2026

Place: Eastman City Hall, Council Chamber

Board of Directors Present: Lorraine Aguayo, Mark Studstill, Michelle Butler, Sue Peacock, Paula McCain Attorney
Rita Llop ~~Absent~~ Wynnon Pittman (participation by phone), Derek Hutcheson

Absent: [Handwritten initials]

Call to Order: Lorraine Aguayo, Vice Chairman

Invocation: Mark Studstill

Pledge of Allegiance: Led by Vice Chairman Lorraine Aguayo

Agenda: Approved in a motion made by Paula McCain and a second by Mark Studstill. Motion carried.

Minutes: April 7, 2026 meeting minutes were given to each member. A motion was made by Sue Peacock to accept with a second by Michelle Butler. Motion carried unanimously.

Financial Report:

Treasurer Michelle Butler presented the financial report with a beginning balance of \$66,656.37 and expenses of \$12,000 consisting of \$1,500 Facade Grant to Southside Market, \$10,000 donation on the Alley Way project to Leave It Better, and \$500.00 to Georgia Municipal Association for membership. This resulted in an ending balance of \$54,656.37. Discussion included closing dates on the sale of the two buildings owned by DDA that will be signed by Wynnon Pittman and Sue Peacock. A motion was made by Mark Studstill to accept the Financial Report and seconded by Paula McCain. Motion carried.

Old Business

1. Facade Grant Application Revisions were discussed with Mark Studstill recommending an increase of \$2500 for matching facade grant amount and \$1500 for the sign grant. Discussion included whether grant money could include interior remodeling. These revisions are to be included in the facade grant application. A motion was made by Sue Peacock and seconded by Paula McCain for these changes to be included. Motion carried unanimously.
2. Calendar Updates were discussed that concerned notice of Chauncey Memorial Day Fireworks and music celebration May 23. Motion was made by Paula McCain and Seconded by Michelle Butler. Motion carried.
3. The Rural Zone meeting scheduled for May 18, at 11:30 at the Chamber Hall, was discussed by Paula McCain with plans to include the Old Library and Depot on the map. Paula McCain advised that an Open Meeting was planned for 5:00 that day at City Hall for public comments. Motion was made by Paula McCain for the changes to be accepted and seconded by Mark Studstill. Motion carried.

New Business

1. A Facade Grant application by Lickity Split Too was discussed. Wynnon Pittman noted that a sign permit would be needed and approval of the sign given by City of Eastman Ordinance. Motion pending approval of these and completion of the project with submission for payment was made by Paula McCain and seconded by Sue Peacock. Motion carried.

2. Downtown Events were discussed that included Chamber Fourth of July parade and fireworks and October 24 Music on Main. A committee consisting of Wynnon Pittman, Sue Peacock, Paula McCain, and Loraine Aguayo was asked to discuss plans and budget for DDA involvement in the Fourth of July event. A motion to that effect was made by Mark Studstill and seconded by Paula McCain. Motion carried.

Public Comments None

Authority Comments

Paula McCain discussed possibilities for DDA to have tents, food trucks, and items to give out at the Fourth of July fireworks. Sue Peacock suggested that the Basic DDA Training to be held in August in Rome, Ga. would need to be on next month's agenda for those planning to go.

Adjourn

There being no further business, Sue Peacock made a motion to adjourn that was seconded by Paula McCain. Motion carried unanimously.

Signatures:



Wynnon Pittman, Chairman



Sue Peacock, Secretary

Eastman Downtown Development Authority

Bank Reconciliation Report

Account	Colony Bank xxxxxx6038
Ending	4/30/2026
Statement Date	
<hr/>	
Balance Per Bank Statement	54,656.37
Plus Deposits in Transit	0.00
Less Outstanding Checks	0.00
Adjustments	0.00
Reconciled Ending Balance	54,656.37
General Ledger Balance	54,656.37
Difference	0.00
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Outstanding Items

Eastman Downtown Development Authority

Board Operating Statement Detail

March 31, 2026

Beginning Balance	66,656.37
Income	
Total Operating Income	0.00
Expenses	
Southside Market - Façade Grant ck#1004	1,500.00
Leave It Better - Donantion Alley Way - Board approved 4/7/26 ck#1003	10,000.00
Georgia Municipal Association - EFT	500.00
Total	12,000.00
Total Operating Expenses	12,000.00
Operating Profit / (Loss)	-12,000.00
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Ending Balance	54,656.37

Logo

Façade and Sign Improvement Grant

Eastman Downtown Development Authority

P.O. Box 152

Eastman, Georgia 31023

May 2, 2026

The Façade/ Sign Grant Program is administered by the Eastman Downtown Development Authority (EDDA). *Applications are accepted and reviewed monthly depending on the availability of funds. This grant program is funded with local funds.*

Façade Improvement Grant monies available are for exterior improvements only and may be applied to a front, side or rear façade, provided the façade faces a public street or parking area. Grants are available on a 50/50 matching basis with a cap of \$2,500.00 for exterior modifications. (See Façade Grant Eligible Projects for more information)

Sign Grants are available on a 50/50 matching basis with a cap of \$1,500.00 per grant. Grant funds are for signs which may include signboards, projecting signs and pedestrian signage (includes window sign, hanging sign and awning/canopy sign) for commercial buildings located in the downtown district. (See Sign Grant Eligible Projects for more information.)

Eligible projects must be located in the Downtown District (see map). Potentially eligible participants include commercial property owners or business owners. Government entities and national franchises are excluded. The amount of the match will be determined by the EDDA based on design appeal, funds available, and number of requests under consideration.

map

Façade/ Sign Grant Purpose

The purpose of the grant is to stimulate investment into the revitalization and preservation of Eastman's downtown area in the interest of public health, safety and welfare. Downtown Eastman is the historic core of the city and serves as the seat of business, government and service for the community. Each downtown building has an individual character, and each building is treated with respect to its unique features, appearance, significance, current conditions, contributions and impact.

Please read the following prior to application consideration:

1. A \$100 Application Fee is required for façade/sign improvement projects. Application must include specific improvement details including colors and construction materials. Fee is reimbursed upon grant approval.
2. No work may be started by or on behalf of the applicant prior to the decision to make a grant award. Beginning work disqualifies an applicant from grant consideration.
3. All project expenditures must be paid by check. Invoices must be marked "PAID"- signed and dated by the contractor/company. Copies of the front and back of cleared checks must be submitted upon project completion.
4. Occupants of properties listed for sale may not apply for grant funding.
5. No property is eligible to receive the same type of grant more than once in a two-year period.

Application Process

1. Applications will be accepted by the Eastman Downtown Development Authority, P.O. Box 152, Eastman, Georgia 31023 and will be reviewed monthly depending on the availability of funds.
2. Applications will be first reviewed for conformity by the Façade Grand Committee.
3. Secondly the applications will be reviewed by the City of Eastman Zoning Board and Building Inspector to ensure the proposed project adheres to city code and ordinances. ***Applicants are responsible for obtaining all necessary governmental permits and authorization.***
4. After all the above processes have been completed the application will be presented to the EDDA at the next regular monthly meeting for consideration.

Application Checklist

1. A photograph of the property as existing showing the area(s) for improvement,
2. Plat or legal description,
3. Letter of consent from property owner (if tenant is applying for grant)
4. Renderings of proposed façade or sign improvements. Rendering can be drawn or artificially generated and must be in color. Actual color samples for all final finishes must be included with rendering.
5. Application fee in the amount of One Hundred Dollars (\$100.00) Fee is reimbursed upon grant approval
6. Itemized cost estimate indicating labor, material and equipment. Itemized list shall also be included for any subcontractor work.
7. Completed application form

Application Review

Applications will be presented during the Eastman Downtown Development Authority at the next monthly meeting. They will be reviewed in the order received. Only complete applications will be reviewed. A complete application includes the attached form and all supporting documents as identified in the Application Checklist. . Incomplete applications will be returned to the sender within two weeks.

The Façade Grant Committee shall:

1. Review each application package for completeness.
2. Make a determination regarding eligibility,
3. Present application to Authority.

Each application package will be judged by the following Standard for Review:

1. Extent to which the project advances the goals of improving building appearance;
2. Extent to which the project is compatible with the characteristics of Eastman's Downtown District;
3. Extent of the projects impact upon the Downtown Eastman's streetscape and pedestrian atmosphere
4. Historic/ architectural significance of building;
5. Original condition of the building and the need for the changes of the proposed project;
6. Extent to which the original building is preserved;
7. Removal of historically inappropriate alterations;
8. Prominence of building;
9. Quality of work,
10. All other factors deemed by the Downtown Development Authority Board of Directors to be applicable.

The EDDA will determine the award amount with consideration to available funding.

If approved, a written notice will be sent to the applicant at the address provided and work can begin. (See attachment) ***PLEASE NOTE: WORK CANNOT BEGIN UNTIL YOU RECEIVE A WRITTEN NOTICE THAT THE PROJECT HAS BEEN APPROVED.***

Applicants have Ninety (90) calendar days from the date of written notice to complete the work. Applicants shall submit a written request for extension in time in the event work cannot be completed within the indicated time.

Reimbursement Procedures

Reimbursement will be processed after the next monthly meeting and after all the following documentation has been submitted to the EDDA:

1. Copies of all paid invoices and cleared checks for all of the façade work covered by the grant. All project expenditures must be paid by check. All invoices must be marked "PAID", signed and dated by the contractor(s);
2. Copies of the signed contracts with the licensed contractors that are chosen to do the work;
3. Photographs before and after the completion of the project.

FAÇADE IMPROVEMENT GRANT

Eligible Facade Projects

Minor improvements to full-scale restoration and a wide range of investment proposals will be considered including:

1. Exterior Painting *
2. Canopies and awnings
3. Decorative exterior architectural features (including light fixtures)
4. Exterior door & window replacement and treatments
5. Storefront and/or masonry stabilization
6. Masonry cleaning (by gentlest means possible) **

*Exterior paint colors should be harmonious with the neighboring structures. Presenting paint samples to the EDDA board is required.

** Inappropriate chemical cleaners and sandblasting are strictly forbidden for surface cleaning of structures due to possible damage to aged building components. Please contact the Executive Director if chemical cleaners and/or sandblasting is necessary.

Ineligible Facade Projects

1. Projects where the work has been started
2. Interior improvements of any type
3. Landscape improvements
4. Security Systems
5. Gutters and downspouts
6. General maintenance (except exterior painting)
7. Personal property/ equipment
8. Labor by a non-licensed contractor,
9. Painting when not associated with other improvements
10. Use of historically inappropriate materials to cover original facade (vinyl, metal, etc),
11. Reduction/closing of storefront openings or covering of original upper window openings
12. Removal of entry from public right-of-way

“Sweat Equity”- work performed by the applicant, family members of the applicant or employees of the applicant, unless the work is done as an agent of a construction company which has provided a quote included in the original application and recommended for approval by the EDDA are not eligible for reimbursement.

Sign Grant

Good signage should always complement the architecture of the building. Signs that are too large, too abundant or out of place stylistically will convey a poor image and will detract from the aesthetic appeal and historic character of the building and Downtown Eastman. Good sign design considers all of the following factors:

1. Layout,,
2. Composition,

3. Materials,
4. Color
5. Size and Proportions,
6. Graphics,
7. Typeface,
8. Instillation

Eligible Signs

1. Three dimensional signs including carved wood and raised letter signs,
2. Flush, flat mounted signboards with raised letters at least 1" thick,
3. Gilded or painted lettering on storefront windows.
4. Lettering stenciled or sewn to the flap of the canvas awning.
5. Hanging signs/ Projecting signs with three dimension characteristics,

Façade and Sign Improvement Grant Application

Contact Information

Name: _____

Mailing Address: _____

Physical Address: _____

Email: _____

Phone Number: _____

Grant Applying For:

_____ Sign

_____ Minor Façade

Notes:

OFFICE USE ONLY:

RECEIVED ____/____/____ RECEIVED BY: _____

DISCUSSED AT MEETING ____/____/____

APPROVED ____/____/____

PROJECT START DATE ____/____/____

Façade and Sign Improvement Grant Application

1) ELIGIBILITY

Choose one: Property Owner Business Owner

Street Address of the Downtown Property:

_____ If applicant is not the property owner, a letter granting permission from the property owner must be included in the application packet.

2) PHOTOGRAPHS

Before Photos of Property Renderings of Work to be Completed

3) PROJECT BUDGET

Total Project Cost: _____

Façade-Only Expenses: _____

Sign Expenses: _____

Please provide an itemized list of project expenses and cost estimates from the contractor.

4) PROJECT CLASSIFICATION

Choose one: Sign Minor

Determination of Project Classification is ultimately determined by the FGC based upon the project cost, type of work, and scope of work.

Minor: Rehabilitation:

- Repainting of an existing painted façade
- Canopies and awnings
- Exterior painting- when associated with other improvements *
- Decorative exterior architectural features (including light fixtures)
- Exterior door & window replacement and treatments
- Storefront and/or masonry stabilization

Notice of Award

Date: _____

You are hereby notified that your

- Facade
- Sign

Grant Application dated _____ for modifications to property located at

_____, Eastman, Georgia 31023 have been approved by the

Eastman Downtown Development Authority in the amount of \$ _____.

You have Ninety (90) calendar days from the date of this notification to complete all work

And submit documentation for reimbursement.

The "Facade and Sign Improvement Grant" document dated May 2, 2026 including sheets

1-7 shall be made part of this Notice along with acceptance by Applicant.

EDDA Chairperson

Date

Accepted by Applicant

Applicant

Date

City of Eastman
Downtown Development Authority of the City of Eastman

FACADE IMPROVEMENT GRANT PROGRAM

"Building and beautifying Eastman, one storefront/building at a time!"

P.O. Drawer 40
Eastman, Georgia 31023

PROGRAM APPLICATION

Applicant: James & Sonja Oswald Phone (989) 217-0683

Business Name: LICKITY SPLIT SWEET STOP LLC

Building Name: LICKITY SPLIT TOO

Business Address: 234 MAIN STREET EASTMAN Zip Code: 31023

E-mail Address: LICKITY.SPLIT.SWEETSTOP@yahoo.com

Property Owner Name: MARY GRAHAM - GEMIE PROPERTIES & INVESTMENTS LLC

Address: 110 College Street EASTMAN, GA 31023

Name of Grantee:

Lease Terms: 6 mos +

Definition of Project Scope: 5' x 6' STATIC LED SIGN OVER ENTRY DOOR

ATTACHMENT

Please provide photographs and copy of lease, land contract, or deed. Tenants must provide owner's written authorization.

PROJECT BUDGET

List Individual Project Elements	Total Cost	Grant \$	Private \$
SIGNAGE OVER DOOR			
Total:			

Contractor/Supplier: _____

Address: _____ Phone: _____

ATTACHMENT

*Bids, estimates, and/or contracts, product brochures, locator map and design drawings, if appropriate.

REMARKS SEE ATTACHED

APPLICANT'S CERTIFICATION

The applicant certifies that all information in this application and all information & documentation furnished in support of this application is given for the purpose of obtaining a grant under the Downtown Development Authority of the City of Eastman and is true and complete to the best of the applicant's knowledge and belief. Applicant understands and agrees this is not a guarantee of this grant and it shall be considered by the Authority.

Signature: *Senja Oswald* Date: April 21st, 2026

Signature: *Mary S. Siskam* Date: 4/29/2026

**Downtown Development Authority of the City of Eastman
Attn: Facade Grant Chair
P O Drawer 40
Eastman, Georgia 31023**

**City of Eastman
Downtown Development Authority of the City of Eastman**

Facade Grant Application

Building Owner can only apply for this grant.

Facade Grant is in the amount up to \$1,500.

1. Applications must be submitted to the Downtown Development Authority, an Authority of the City of Eastman, Post Office Drawer 40, Eastman, Georgia 31023, along with the \$50 application fee made payable to Downtown Development Authority.
2. The application from an owner should include a copy of the building deed, or land contract. An application from a tenant must include a copy of the lease and written approval from the owner for the application.
3. Both applications must include photographs of the facades to be improved.
4. If the application is conditionally approved, the owner/tenant will be required to prepare and submit the cost estimates and drawings of the proposed work, in order to obtain final approval.

Requirements for Approval

The Downtown Development Authority of the City of Eastman operates and administers the Facade Improvement Grant Program and keeps the city manager and the council informed on matters pertaining to program policies, procedures and administration.

1. The Authority is authorized to make such rules and regulations and to issue such orders and notices, in such form or manner as may be necessary and proper to put into full force and effect any and all of the provisions of the Facade Improvement Grant Program.
2. The Authority may request assistance from departments, boards, commissions, or agencies of the City of Eastman for assistance and cooperation in carrying out the Facade Grant Program.
3. The facade grant chair, or designee, will inform the Authority of application(s) who may approve or reject Facade Improvement Grant Program applications under procedures set forth herein at a regularly called meeting of the Authority.
4. Following submission of the application and fee, the application will be reviewed with the owner/tenant, a site visit will be conducted, the proposal will be referred to the proper city departments for comments and recommendations, and if the proposal meets the requirements of the Facade Improvement Program, and approved by the Authority, a conditional letter of approval will be forwarded to the owner/tenant. This letter may require the applicant to provide additional improvements or changes in order to qualify for the Grant
5. An applicant, if approved, will receive a commitment letter from the Authority stating the approval and any conditions appropriate to the approval. This letter must be signed by proper authorities within the City and the Authority. All other communications from the city and/or authority are advisory and do not represent commitments.

Application Processing Steps

1. Applications must be submitted to the Eastman Downtown Development Authority, Post Office Drawer 40, Eastman, Georgia 31023 along with a \$50 application fee. Checks should be payable to the Eastman Downtown Development Authority. An application from a tenant must include a copy of the lease and written approval from the owner. Applications must include photographs of the facades to be improved.
2. A city staff team will visit the site to discuss the proposed improvements. If the proposal meets the requirements of the Facade program, a Conditional Letter or Approval will be sent to the owner/tenant. This letter may require modifications or changes to the original proposal.
3. The applicant must submit plans and drawings to the authority and, if necessary, to the City agencies. City staff will let the applicant know of any requirements beyond that of the authority.
4. The applicant will then submit approved drawings and cost estimates to the Authority for review.
5. The facade grant chair will prepare the appropriate information for authority action.
6. Following approval by the authority, the facade grant chair will prepare and furnish the applicant with the grant agreement.
7. The applicant must sign the grant agreement and return to the authority.
8. The applicant must obtain permits for the required work from the city. The applicant must display the sign provided by the city on the site indicating "Financing provided in part by the Downtown Development Authority of the City of Eastman Facade Improvement Grant Program".
9. The applicant pays for the completed construction work and submits paid receipts and lien waivers from the contractors to the authority.
10. Following a final inspection, the authority authorizes a check for the approved amount not to exceed \$1,500.00.

← Your Custom Design Is Ready!... Aa

Hi Sonja,

The original quote for your outdoor 72" x 65.8" sign is \$2,357.50, including free standard shipping.

As part of our store anniversary celebration, I'm happy to offer you a 15% discount, bringing the final total down to **\$2,050 with free shipping included.**

I've just sent over the invoice for you. You can also complete it here: https://jixta.com/80322167027/invoices/77598ab0a4020dacc6a47ee6926ad1_b3

👍 Thank you.

👍 Got it.

👍 Write your



Delete



Reply



Forward



Move



More

Subject Invoice for Lickity Split Sweet Stop
From Evelyn Coleman
<evelyn@jixta.com>
To: <lickitysplitsweetstop@yahoo.com>
Date Today at 10:54 PM

Jixta

Complete your purchase

Complete your
purchase

or [Visit our
store](#)

Order summary

LICKITY SPLIT TOO | 72"



x65.8" Outdoor Sign x 1 \$2,357.50

Subtotal **\$2,357.50**

Order discount **~~-\$353.62~~**

🔑 EVELYN15 (-\$353.62)

Shipping **\$0.00**

Estimated taxes **\$165.32**

Total **\$2,169.20 USD**

You saved \$353.62

Subject Quick Reminder: Complete Your Purchase with HelenLedCo
From <support@helenledco.com>
To: <lickitysplitsweetstop@yahoo.com>
Date Apr 17 at 9:44 AM

INVOICE #D9197

HelenLedCo INVOICE #D9197

Complete your purchase

Hello, this is HelenLedCo touching base once more. We're following up regarding the invoice we sent recently. It appears that we haven't yet received a response or payment, and we want to make sure everything is okay on your side.

Please let us know if you have any questions or concerns, and Complete your order here:

Complete your purchase

or Visit our store

Order summary

	Custom 55in sign "lickitysplitsweetstop@yahoo.com" x 1	\$850.00
	Outdoor version x 1	\$90.00



15 keychains × 1

Free



5 table-top signs × 1

Free

Subtotal

\$940.00

Shipping

\$0.00

Estimated taxes

\$0.00

Total

\$940.00 USD

For more information, please contact our support team at support@helenledco.com

QUOTATION

LEMON SIGN LLC

5900 Balcones Drive Ste 100, Austin, TX, United States

contact@lemoncustomsign.com

Project Details

Product: Outdoor LED Neon Sign

Dimensions: 6 ft x 5 ft

Design: Split into 3 parts for transportation and installation

Description	Amount (USD)
Original Price	\$2,350
Discount (30%)	- \$705
Total Amount Payable	\$1,645

Production & Delivery

12-15 days

Warranty

24-month warranty covering manufacturing defects, electrical issues, and shipping damage.

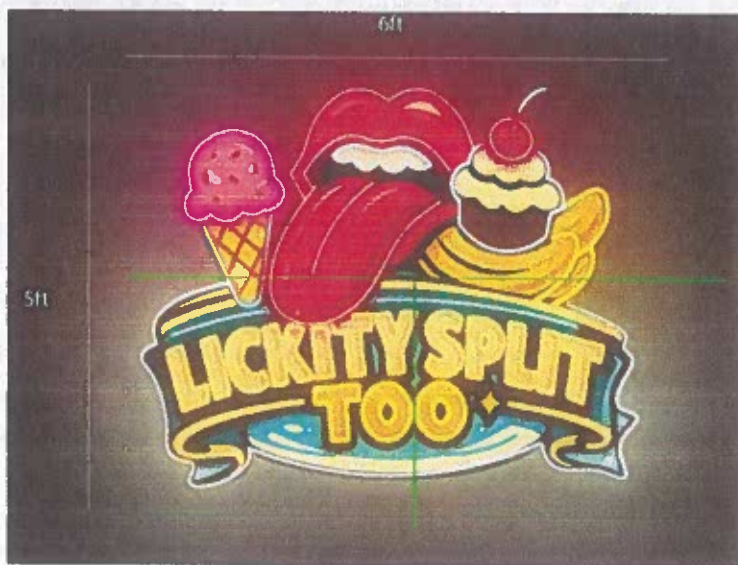
Payment Terms

Full payment required before production.

Payment methods: Credit Card, PayPal, Stripe

Payment Link:

<https://lemoncustomsign.com/products/lickity-split-too-led-neon-sign-outdoor-sign>





COMMERCIAL LEASE AGREEMENT (Standalone Single-Tenant Building)



2026 Printin

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (Genie Properties and Investments, LLC) and the undersigned Tenant (Lickity Split Too) do hereby agree as follows:

A. PRIMARY TERMS. The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.
Lease. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of 4/15/2026 on the terms and conditions which are set forth below.

1. Agreement to Lease: Property Address: 234 Main Street
 Unit N/a City Eastman County dodge Georgia, Zip 31023 ("Premises")
 The legal description of the Property is attached as an exhibit hereto and incorporated herein.

2. Use: Tenant acknowledges that Tenant has inspected Premises and that it is for Tenant's intended use. The Premises shall be used for the following use: Ice cream Shop Current Zoning: Commercial

3. Term and Possession: Lease Start Date: 4/15/2026 Last Day of Lease ("Lease End Date"): _____
 Tenant may terminate this Agreement without penalty if possession is not granted within 5 days of the Lease Start Date ("Approved Delay Period").

4. Rent.

a. **Rent:** Rent shall be payable to Genie Properties and Investments, LLC and delivered to 110 College Street Eastman, Ga 31023 ("Rent Paymer Address") unless another address is specified by the above-referenced party receiving the rent following the notice provision herein. This amount does not include taxes, insurance, maintenance and/or other additional expenses due from Tenant.

i. Year 1 Rent \$ _____ per month
 ii. Year 2 Rent (if applicable) \$ _____ per month
 iii. Year 3 Rent (if applicable) \$ _____ per month
 iv. Year 4 Rent (if applicable) \$ _____ per month
 v. Year 5 Rent (if applicable) \$ _____ per month
 vi. For terms longer than five (5) years or rent structures other than stated increases, see Special Stipulations.

b. **Due Date for Rent:** Rent is due by the 15th day of the month. Rent may be paid in any of the forms checked here:
 Check Cash Certified Check Money Order Credit Card ACH or EFT.

c. **Late Date and Additional Rent for Late Payment:** Rent paid after 5p.m. on the 20 day of the month shall be late and must include additional rent of 50.00 ("Additional Rent for Late Payment").

d. **Credit Card:** If rent is paid by Credit Card, rent must include a credit card convenience fee of n/a.

e. **Service Charge:** Tenant shall immediately pay Landlord a service charge of \$ 35.00 ("Service Charge" for all dishonored checks or rejected electronic (ACH) payments).

5. Security Deposit. Tenant shall pay Destination Realty, LLC Escrow Account as "Holder" a security deposit of \$ 0.00 by: Check Cash Certified Check Money Order Credit Card ACH or EFT.
 Security deposit shall be paid not later than the Lease Start Date. Landlord's signature below does not constitute receipt of the security deposit. Landlord shall provide Tenant with a receipt for the security deposit once said deposit has been paid.

6. Notice Not to Renew Lease. A party electing not to renew the Lease (so long as it has a definite term) shall be required to provide 30 days notice of the same to the other party. If the Lease becomes a month to month agreement, Landlord shall provide 30 days notice of termination, and Tenant shall provide 30 days notice of termination.

7. Subletting. No subletting of any kind is permitted except with the prior written consent of Landlord.

8. Utilities. Utilities provided by Landlord as part of rent on Premises: Water Sewer Trash Pickup Electric None
 ALL OTHER UTILITIES OR SERVICES TO THE PREMISES SHALL BE THE RESPONSIBILITY OF THE TENANT.

9. Holding Over Fee. The daily fee for holding over beyond the expiration of the Lease is \$ 50.00.

10. Certain Liquidated Damages Paid By Tenant.

a. **Fee to Halt Dispossession Action:** The fee paid by Tenant to halt dispossession actions in certain situations as set forth elsewhere herein shall be \$ 100 ("Fee to Halt Dispossession Action") plus an Administrative Fee of \$ 100 per occurrence.

b. **Denial of Access Charge:** Tenant agrees to pay \$ 100 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.

- c. **Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Lease or the surrender of Premises by Tenant, whichever occurs last provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises except for normal wear and tear; and (6) all keys to the Premises and to recreational or other facilities, access cards and gate openers, if any, have been returned to Landlord or Manager.
- d. **Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises caused by Tenant, Tenant's employees, contractors, invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, or utility charges; (3) cleaning costs if Premises are left unclean; (4) the cost to remove and dispose of any personal property, except for fixtures that have been made a part of the Premises; and (5) late fees and any other unpaid fees, costs and charges referenced herein.
- e. **Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.
6. **Notices.**
- a. **Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.
- b. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Lease becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by email or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- c. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an email address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or email address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- d. **When Broker Is Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or email address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein) even if it is not opened by the recipient.
7. **Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.
8. **Utilities.** Except as provided herein, Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the end of the Lease. In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.
9. **Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Lease, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

- 10. Certain Liquidated Damages Paid by Tenant.** It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.
- a. **Fee to Halt Dispossessory Action:** Landlord can file a dispossessory action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossessory action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossessory Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossessory action.
 - b. **Denial of Access, Right of Access, Signage:** Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure Tenant's valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.
- 11. Brokerage Relationships in This Transaction.**
- a. **Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.
 - b. **Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be compensated pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be compensated by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's Compensation pursuant to a cooperative brokerage agreement.
- 12. Material Relationship Disclosure.** For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.
- 13. Property Taxes.** All ad valorem property taxes levied against the Premises shall be paid in accordance with the selection made in Section A(13).
- 14. Leasehold Improvements and Alteration.** No improvements or alterations to the Premises shall be made without the prior written approval of Landlord. Tenant agrees that all contractors and subcontractors of Tenant performing improvements and alterations shall be properly licensed, maintain general liability insurance in a single limit coverage amount of at least One Million Dollars (\$1,000,000.00) and maintain workers compensation insurance on all of their workers. Tenant shall be responsible for procuring lien waivers from each contractor performing services under this section and providing such lien waivers to Landlord. If Tenant fails to pay the lien or obtain lien waivers from contractors performing these services, then Tenant assumes all costs and responsibility of releasing such liens and such responsibility shall survive this Lease. Landlord, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.
- 15. Repairs and Maintenance.** Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

C. OTHER TERMS AND CONDITIONS

1. Default.

- a. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
 - (1) Tenant fails to abide by any of the terms and conditions of this Lease.
 - (2) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
 - (3) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
 - (4) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises.

b. Effect of Default: If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

2. Tenant's Responsibilities.

- a. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.
- b. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Tenant acknowledges having read the "A Brief Guide to Mold, Moisture in Your Home" found at www.epa.gov and shall follow the recommendations contained herein.
- c. **Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the property Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
- d. **Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

3. Rules and Regulations. Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.

- a. No goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
- b. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.
- c. Tenant shall not use the Premises or the Property for any use or purpose that constitutes a nuisance or attractive nuisance, as determined in the reasonable discretion of Landlord, or materially increases the potential liability or risk of claims against Landlord or Landlord's agents.

4. Personal Property Loss and Personal Injury; Statute of Limitations. Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the same. Landlord shall have no responsibility or liability for Tenant's personal property. Any and all claims of Tenant and other occupying the Premises pursuant to the Lease for property damage and/or personal injury sounding in breach of contract and/or tort shall be brought within one (1) year of the date of the damage and/or injury or shall be extinguished.

5. Disclaimer.

- a. **General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.
- b. **Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.

6. Miscellaneous.

- a. **Time of Essence:** Time is of the essence of this Lease.
- b. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- c. **Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- d. **Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- e. **Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
- f. **Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or property owners' association fees on the Property or not fulfilling the Landlord's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
- g. **Disclaimer Regarding the Lease of Certain Property:** Owner acknowledges that O.C.G.A. § 2-1-7 prohibits certain nonresident aliens, foreign persons, foreign companies and U.S. companies owned by any of the above from buying or possessing agricultural land and certain land within a ten (10) mile radius of any military base, military installation, or military airport. Owner agrees to carefully read the entirety of the above referenced Code section before contracting to lease such land. Owner should consult with legal counsel to fully understand the law. If Owner has not submitted written questions to Broker regarding the law to Broker prior to contracting to lease prohibited property, Owner acknowledges that Owner fully understands the limitations and requirements of the law, and Broker shall have no responsibility for further doing the same. In such event, Owner shall indemnify and hold Broker harmless from any and all claims, causes of action, suits and damages arising out of or relating to Owner's failure to comply with the law. Violating the law can subject Owner to civil and criminal penalties.
- h. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
- i. **Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fail into disrepair, Tenant shall give notice to Landlord of the same immediately.
- j. **Signage:** Tenant shall ensure all signage complies with local ordinances and property owners' association rules, if applicable, regarding size, placement, quantity, etc.
- k. **Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- l. **No Recordation of Lease:** Without the prior written consent of Landlord, neither this Lease nor any memorandum hereof shall be recorded or placed on public record by or on behalf of Tenant.
- m. **Force Majeure:** Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from performing by a cause or causes beyond Landlord's control, which shall include, but shall not be limited to, all labor disputes, utility outages caused by the utility provides, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord.
- n. **Quiet Enjoyment:** So long as Tenant is in full compliance with the terms and conditions of this Lease, Tenant shall be entitled to the quiet enjoyment and possession of the Premises.

o. Severability and Interpretation:

- (1) If any cause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability, and this Lease shall thereafter be construed as though such illegal, invalid or unenforceable provision was not contained herein; provided that if such provision is, in the reasonable determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Lease on sixty (60) days written notice to Tenant.
- (2) Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of the stipulations of this Lease.

- 7. Damage/Destruction of Premises.** Notwithstanding any provision to the contrary, if flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's invitees, licensees, or guests.

In the event the Premises are destroyed or so substantially damaged as to be uninhabitable ("Casualty Event") by fire, flood, storm, mold, other environmental hazards, other casualty or Act of God, then Landlord shall be responsible for making such repairs to Premises if within Landlord's sole opinion all repairs can be substantially completed within 60 days from the date of the Casualty Event without paying overtime or other premiums for labor. For all purposes herein, "substantially completed" shall mean that Landlord has made the repairs and obtained a certificate of occupancy to reoccupy the Premises. Within 21 days from the date of the Casualty Event, Landlord shall notify Tenant whether Landlord is able to make the repairs within 60 days from the date of the Casualty Event. If Landlord gives Tenant notice that the repairs to the Premises cannot be substantially completed within 60 days from the Casualty Event, then either Landlord or Tenant may terminate this Lease within 14 days of receiving Landlord's notice by giving notice to the other party. If neither party terminates the Lease during the 14 day period, then both parties agree that Landlord will make the repairs, regardless of how long it takes, and that Tenant shall then reoccupy the Premises when the repairs are completed and a new certificate of occupancy is issued. Starting from the date of the Casualty Event until such time as repairs are completed and a new certificate of occupancy issued, Landlord shall abate rent in proportion to the amount of the Premises that have been destroyed or substantially damaged. If the Lease is timely terminated by either party, then Tenant shall vacate Premises within thirty (30) days from the date of notice to terminate this Lease. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant, their invitees, licensees, or guests.

- 8. Condemnation.** If the Premises or a substantial portion thereof shall be taken by eminent domain, then this Lease shall terminate upon the date (the "Condemnation Date") when the title to said Premises (or the part thereof so taken) shall be transferred to such authority for such use or purpose. If this Lease is so terminated, Tenant's rent hereunder shall be prorated and payable by Tenant to Landlord until the Condemnation Date and Tenant shall surrender the entire Premises on or before the Condemnation Date. However, in the event of a partial taking in which the portion of the Premises not so taken remains reasonably useable by Tenant for the purposes set forth herein; then, with regard only to such portion of the Premises not so taken, this Lease shall not terminate, but effective as of the Condemnation Date, the Rent hereunder shall be reduced pro rata in proportion to the rentable square footage of the Premises so taken. In any event, Tenant shall have no claim for apportionment of any award paid or payable on account of any such taking, whether total or partial, or for the value of any unexpired term of this Lease, and Landlord shall not have any interest in Tenant's award or relocation expenses or loss of business, if any.
- 9. Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following insurance in the amounts specified and in the form hereinafter provided for. Tenant shall maintain with Landlord a current copy of the insurance policies required herein during the entire term of the Lease.
- a. **General Commercial Liability Insurance:** Such insurance shall cover the Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be not less than One Million Dollars (\$1,000,000) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. The policy shall name Landlord and any property manager(s) as additional insureds and shall be carried with an insurance company licensed to do business in Georgia with a Best's Rating of not less than a B+.
 - b. **Property Insurance:** Such insurance shall be an "all-risk" policy covering Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than the full replacement cost as updated from time to time during the term of the Lease less a reasonable deductible. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.
- 10. Mortgagee's Rights.** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly an certificate that Landlord may request to effectuate the above.

11. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
12. **Beware of Cyber Fraud:** Fraudulent emails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent email is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by email. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up emails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.
13. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:
- Legal Description Exhibit A
 - Maintenance and Repair Exhibit (CF32) " _____ "
 - Improvements and Alterations Exhibit (CF33) " _____ "
 - Other _____
 - Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

This lease will provide the Tenants with the first month free of charge. The lease will be for 6 months beginning April 15, 2026.

Additional Special Stipulations (F246) are attached.

By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

Mary S. Graham
1 Tenant's Signature

Lickity Split Too
Print or Type Name

March 27, 2026
Date

LICKITYSPLITSWEETSTOR@yahoo.com
Tenant's Email Address

1 Landlord's Signature

Genie Properties and Investments, LLC/Mary S. Graham
Print or Type Name

Date

destinationrealtymary@gmail.com
Landlord's Email Address

2 Tenant's Signature

Print or Type Name

Date

Tenant's Email Address

Additional Signature Page (F931) is attached.

2 Landlord's Signature

Print or Type Name

Date

Landlord's Email Address

Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

Destination Realty, LLC

Leasing Broker

Mary S. Graham
Broker/Affiliated Licensee Signature

Mary S Graham 316335
Print or Type Name GA Real Estate License #

4782315368 none
Licensee's Phone Number Fax Number

destinationrealtymary@gmail.com
Licensee's Email Address

Middle Georgia Board of Realtors

REALTOR® Membership

110 College ST
Broker's Address

Eastman Ga 31023

4782315368 none
Broker's Phone Number Fax Number

DSTN01 H65087
MLS Office Code Brokerage Firm License Number

Multiple Listing Number none

Listing Broker/Affiliated Licensee Contact Information

none

Listing Broker

Broker/Affiliated Licensee Signature

Print or Type Name GA Real Estate License #

Licensee's Phone Number Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number Fax Number

MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this Lease is the date of March 27, 2026 and has been filled in by Mary S. Graham

Exhibit A – Legal Description of Property

234 Main Street

N/a

Eastman

31023

Tenant's Initials

Landlord's Initials



Facade

1 message

Mary Graham <destinationrealtymary@gmail.com>
To: eastmanbakeshop@gmail.com <eastmanbakeshop@gmail.com>

Tue, May 5, 2026 at 4:51 PM

I, Mary S Graham, as owner of 234 Main Street gives Lickity Split Too permission to make any upgrades, changes, or signage to the facade at this address.

Mary S. Graham
Broker
Destination Realty, LLC
110 College St.
Eastman, Georgia 31023
478-689-0186 Office
478-231-5368 Direct Line
License Number: 316335

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