



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** November 13, 2014

FROM: John McDonough, City Manager

AGENDA ITEM: Approval of Alcoholic Beverage License Application for Taboo 3000 6075 Roswell Rd, Sandy Springs, Georgia 30328. Applicant is Kenneth Durden for Consumption Wine, Liquor, and Malt Beverage

MEETING DATE: For Submission onto the November 18, 2014, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum

CITY MANAGER APPROVAL: _____

PLACED ON AGENDA FOR: **11/18/2014**

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: _____



To: John F. McDonough, City Manager

From: Karen Ellis, Finance Director

Date: For the November 18, 2014 City Council Meeting

Agenda Item: Hearing on Application for Alcoholic Beverage License for Taboo 3000, located at 6075 Roswell Road, Sandy Springs, Georgia 30328. Applicant is Kenneith Durden for consumption Wine, Liquor, and Malt Beverage.

CMO (City Manager's Office) Recommendation:

No recommendation

Background:

See attached Supplemental Report

Discussion:

See attached Supplemental Report

Concurrent Review:

John Cruse, Revenue Manager

**Supplemental Report on Application Number 18227
for Consumption on Premises Alcoholic Beverage License**

This Application for a Consumption on the Premises License for Wine, Liquor, and Beer for Taboo 3000 at 6510 Roswell Road, Sandy Springs, GA first came before Council for a hearing on September 16, 2014. It was announced that this was to be a change of ownership for an alcoholic beverage license application for consumption on premises of wine, malt beverage, and distilled spirits for Taboo 3000.

After having reviewed the Application package, the City Attorney noted that documents required to be a part of the package had not been included by the Applicant. Specifically, the following was noted:

1. there was no closing statement or other document supporting the transfer of the business to the new owner;
2. the asset purchase agreement, a copy of which had been provided by the Applicant states the closing occurred December 27, 2013, effective January 1, 2014;
3. one condition of closing set forth in the asset purchase agreement was that the lease be assigned;
4. the lease assignment, a copy of which had been provided by the Applicant, states that it was effective as of April 21, 2014 and that the assignee/Applicant acquired all, or substantially all, of the assets as of April 1, 2014, including the lease and assumed all obligations under the lease on the part of the lessee; and
5. the application was filed on July 24, 2014 although it states the business began in Sandy Springs on July 1, 2014, and the notarized signature of the applicant on the application is dated April 21, 2014.

In Sandy Springs, an alcoholic beverage license is not transferable, and it is unlawful for any person to sell, offer for sale, or otherwise dispense any alcoholic beverages within the city except under a valid license issued in compliance with Sandy Springs' Code of Ordinances.

In light of the above and after discussion, the City Attorney suggested that a sixty day temporary license be issued since if the Applicant were to be able to show that a transaction had in fact occurred to transfer ownership, it would be improper to leave the current license in place.

Accordingly, a sixty day temporary license was issued.

Since September 16, 2014, Applicant has provided copies of certain additional documents (copies of the Application and all submitted documents are attached):

1. copy of an asset purchase amendment dated December 30, 2013;
2. copies of checks from Sirdah Enterprises, Inc. to the landlord Griffin 6095 Roswell Road Partners, LLC for "rent, CAM, taxes, & insurance" for the months of January, February, March, April, May and June 2014;
3. copies of checks from Sirdah Enterprises, Inc. to Durden Business Development, Inc. dated July 2, 2014, August 1, 2014, and September 2, 2014;
4. copies of checks from Durden Business Development Inc. to Griffin 6075 Roswell Road Partners LLC dated July 2, 2014 for "Taboo Bistro & Bar", August 6, 2014 for "July rent - Taboo 2", and September 4, 2014 for " Taboo2"; and
5. copies of Sales and Use Returns filed by Sirdah Enterprises Inc. with the GA Department of Revenue submitted electronically for the months of January through August 2014.

After considering and reviewing all of the documentation filed, staff has noted certain issues. The Application states that business will begin in Sandy Springs on July 1, 2014 and that the change of ownership is effective as of July 1, 2014. Based upon the testimony at the September 16, 2014 hearing, however, and the documents provided, it appears that the sale had not taken place as stated in the Application.

Specifically:

1. The Minutes from the City Council Meeting of September 16, 2014 state the closing and change of ownership had not taken place (copy attached relating to this Agenda Item).
2. The Asset Purchase Agreement states the closing shall take place on December 27, 2013 and be effective as of January 1, 2014.
2. The Asset Purchase Amendment, subsequently provided, states that prior to closing there are certain prerequisites, to wit: consent to the assignment of the lease, the issuance of a building permit to make modifications and renovations, and the issuance of a liquor license and other permits necessary to operate the business.
3. The Consent of Landlord to Assignment of Lease states that Assignee (Applicant) acquired all or substantially all of the assets of Assignor, including the Lease, on or about April 1, 2014.

Pursuant to Section 6-71 of the Sandy Springs Code of Ordinances, an alcoholic beverage license may be suspended or revoked for any material misrepresentation or omission in the application for the license.

Conclusion:

Based upon the above, staff makes no recommendation regarding this Application.

ALCOHOLIC BEVERAGE LICENSE APPLICATION

City of Sandy Springs
 Revenue and License Division
 7840 Roswell Road, Building 500
 Sandy Springs, Georgia 30350
 Phone: (770) 730-5600 Fax (770) 206-2576

Business Number:	
Alcohol Beverage License Number:	
Business Occ Tax Number:	
(GA) Alcoholic Beverage License Number:	

**INSTRUCTIONS: PLEASE PRINT OR TYPE APPLICATION AND ANSWER ALL QUESTIONS.
 Please fill out entire application. If a portion does not apply to you mark it N/A. Do not leave anything blank.**

TYPE OF LICENSE: (Check appropriate spaces)

- | | | | |
|---------------------|-----|---------------------------------|---------------------------|
| NEW | () | () RETAIL/PACKAGE | (X) Wine & Malt Beverage |
| CHANGE OF OWNERSHIP | (X) | (X) CONSUMPTION ON THE PREMISES | () Wine |
| | | () MANUFACTURER | (X) Distilled Spirits |
| | | () WINE TASTING | () Malt Beverage |
| | | () BEER TASTING | () Brew Pub (on premise) |
| | | () BYOB | () Growler Malt Beverage |
-
- | | | | | | |
|----------------|-------|------------------|-----|----------------------|-------|
| a. Restaurant | (X) | b. Bar or Lounge | () | c. Liquor Store | () |
| d. Private | () | e. Food Store | () | f. Service Station | () |
| g. Hotel/Motel | () | h. Sunday Sales | () | i. Additional Bar(s) | (X) |

- Full Name of Business Durden Business Development, Inc.
 Under what name is the Business to be operated Taboo 3000
 Is the business a proprietorship, partnership, corporation, domestic or foreign? domestic corporation
- Business Address 6075 Roswell Rd., Ste. 1, Atlanta, GA 30328
- Phone 404-255-4911 Beginning Date of Business in City of Sandy Springs _____
- [] New business [] Existing business purchase
 If change of ownership, effective date of this change _____
 If change of ownership, enclose a copy of the sales contract and closing statement.
- Federal Tax ID Number 46-4222732 Georgia Sales Tax Number applied for
- Is business within the designated distance of any of the following?

CHURCH, SCHOOL GROUNDS, COLLEGE CAMPUS	YES	NO
Ber and Wine	100 YARDS ()	()
Liquor	100 YARDS (Church) 200 YARDS (School) ()	()

Office Use Only: Fee: _____ Amount paid: _____ Date: <u>7/24/17</u> Bal. Due: \$ _____ Date: _____	
Account No: <u>18227</u> 0 Cash 0 Check# <u>1138</u> 0 CC 0 Cash 0 Check# <u>1157</u> 0 CC	
Management Signatures: FINAL	TEMPORARY LICENSE SIGNATURES
<u>Brandon Branham</u> Rev. Supvr. Date _____	<u>Toni Carlisle</u> Accounting Manager Date _____
<u>Karen Ellis</u> Finance Director Date _____	<u>Michael Casey</u> City Clerk Date _____
	<u>Toni Carlisle</u> Accounting Manager Date _____

11. Do you own the land and building on which this business is to be operated? No.
Date purchased _____ Amount _____
If not, the manner in which the rent is determined, to whom and at what intervals it is paid. Give the name of the owner and agent, if any.
(per month) rent paid to Griffin 6075 Roswell Road
Partners LLC

Attach a copy of the lease and any other pertinent documents.

12. How is the proposed location zoned? C-1 Community Business District

13. If this is an application for an original license, attach hereto proof of adequate parking facilities as per the City of Sandy Springs zoning requirement.
Approved by Zoning Administrator N/A

14. If operating as a corporation, state name and address of corporation, when and where incorporated, and the names and addresses of the officers and directors, social security numbers and the office held by each.
Durden Business Development, Inc., 6075 Roswell Rd, Ste. 1, Atlanta, GA 30328; incorporated in Georgia, 12/20/13.
Kenneith Durden, Pres/CEO, 41 Moonlight Trail, Port Wentworth, GA 31407;
SSN _____

15. If operating as a corporation, list the stockholders (20% or more) complete addresses, area code and telephone numbers, residential and business, and the amount of interest of each stockholder in the corporation.
Kenneith Durden, 41 Moonlight Trail, Port Wentworth, GA 31407;
478/455-2092; 100% shareholder.

16. If operating as a partnership, list the partners with complete addresses, area code and telephone numbers, residential and business, and the amount of interest or percent of ownership of each partner.
Not applicable.

17. If partnership or individual, state names of any other persons or firms owning any interest or receiving any funds from the corporation.
None.

18. If this is an application for any retail license hereunder, has applicant or spouse received any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages?
No.

19. If this is an application for any retail license hereunder, has applicant or spouse any financial interest in any manufacturer or wholesaler of alcoholic beverages? No.

20. Show hereunder any and all persons, corporations, partnerships, or associations who have received or will receive, as a result of your operations under the requested license, any financial gain or payment derived from any interest or income from the operation. (Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license.) In the event that any corporation is listed as receiving and interest or income from this operation, show the names of the officers and director of said corporation together with the names of the principal stockholders.

None other than Durden Business Development, Inc. and Kenneith Durden.

21. State whether or not applicant, partner, corporation officer, or stockholder holds any alcoholic beverage license in other jurisdiction or has ever applied for a license and been denied. (Submit full details)
No.

22. Do you or your spouse or any of the other owners, partners, or stockholders have an interest in other liquor stores? If so, state in how many stores each is interested and where stores are located. Explain fully. Attach a list of all your brothers, sisters, children, grandchildren, father-in-law, mother-in-law, etc.
No.

23. Are you or any member of your family the owner, lessor, sub lessor of any real estate which is occupied by a retail liquor store? If so, give the location information as to any lease or agreement, amounts of rents, received to whom rented or leased.
No.

24. Are you or any member of your family the executor or administrator or beneficiary or heir of any estate having any interest in a retail liquor store? If so, give the location, amount of interest, and your capacity with the estate.
No.

25. Are you or any member of your family the beneficiary or trustee of any trust fund having any interest in a retail liquor store? If so, give your position, the name of the trust and the amount of income you receive.
No.

26. Do you, your spouse, any partner, any stockholder, have any financial interest in any wholesale liquor business? If so give details.
No.
27. Give the amount of gross sales of each of the retail liquor, beer, and wine stores at the above location for the previous twelve (12) months and state the dates used in computing the gross sales. Indicate gross sales for beer, wine and liquor separately. Jan-Dec 2013; food ; alcohol
28. Projected Annual Sales: Food \$ Beer Wine Liquor 4,000,000
 Total Sales
29. All beer, wine and liquor retailers shall only purchase alcoholic beverages from a State of Georgia Licensed Wholesaler as per Georgia Alcoholic Beverage Laws and Regulations, 1996 Edition, as now or hereafter amended, Chapter 560-2-2.04. Initial LD
30. Property Owner for Proposed Business Location Griffin 6075 Partners LLC
 Address 800 Mt. Vernon Hwy, NE #300
 City, State and Zip Atlanta, GA 30328 Telephone ()
 Name of Agent or Person Responsible MG Real Estate Management LLC
 Address and Telephone 5909 Peachtree Dunwoody Rd Ste 200C, Atlanta, GA 30328
31. Real Estate Firm for Proposed Business Location Not applicable.
 Address and Telephone
32. Property Management Company for Proposed Business Location MG Real Estate Management LLC
 Address and Telephone
33. Do you have any questions or comments regarding the ordinances, laws, regulations or application?
 () Yes (X) No
34. Are you familiar with the City of Sandy Springs ordinances, state laws and, regulations, federal laws and regulations governing the operation of this type of business? (X) Yes () No
35. Have you made application for a State license? (X) Yes ^{will apply} () No
36. Have you answered all questions? (X) Yes () No

Subscribed and sworn to before me

This 21st day of April, 2014.

[Signature]
 (Clerk/Notary Public)



[Signature]
 (Signature of Named Individual)

My commission expires: _____

**City of Sandy Springs
Revenue and License Division
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350
Phone: (770) 730-5600 Fax (770) 206-2576**

**FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT
DOES NOT APPLY TO RETAIL PACKAGE**

NAME OF ESTABLISHMENT: Tapoo3000 Bistro and Bar
 ADDRESS OF ESTABLISHMENT: 6025 Roswell Rd Ste 001 Sandy Springs GA
 LICENSEE'S NAME: Kenneth Durden BUSINESS LICENSE #: 11d

I. FOOD SALES AND ALCOHOLIC BEVERAGE SALES. Final reports must be attached to support the reported sales totals or CPA certification must be completed attesting to the reported sales totals. This information must be provided from the financial records of the above establishment on a calendar-year basis, or such period during which the establishment has been open.

PERIOD FOR WHICH INFORMATION IS PROVIDED: June 1, 2014 - May 31, 2015
 (If existing business, must be 12-month period. If new business must be 12-month estimate)

Gross Receipts from Food Sales this period: \$ _____
 Gross Receipts from Alcoholic Beverage Sales this period: \$ _____
 Total Food Sales and Alcoholic Beverage Sales this period: \$ _____

Briefly describe the method by which receipts are segregated daily into food sales and alcoholic beverage sales:
All sales items are segregated within the POS system. Daily reports come out of the POS system and tracked separately via spreadsheets.

I certify that I have a working knowledge of the books and records of the establishment whose name appears above, and that to the best of my knowledge the figures presented above represent accurate sales totals for the period specified.

KEVIN M. ELLIS
 Name (Printed) ACCOUNTANT
Kevin M. Ellis
 Signature - ACCOUNTANT

ELLIS & ASSOCIATES
 Name of Firm ELLIS & ASSOCIATES
2905 JORDAN CT SUITE B-220
 Business Address ALPHARETTA, GA 30004

Sworn under oath this 05 day of JUNE

City MARIBEL ABARCA Phone # (404) 664-0533
 NOTARY PUBLIC
 Gwinnett County
 State of Georgia
Maribel Abarca
 Notary Public Signature

11. I hereby affirm that I understand that the privilege of selling alcoholic beverages on Sundays from 12:30 p.m. until 2:00 a.m. (Monday) requires a valid alcoholic beverage pouring license, valid Sunday Sales pouring license, and that at least 50% of the license establishment's annual gross food and alcoholic beverage sales must be derived from the sale of prepared meals and food. I hereby affirm that I understand that records of food sales and alcoholic beverage sales must be prepared and maintained. Failure to prepare and maintain records of food sales and alcoholic beverage sales is cause for denial or revocation of an alcoholic beverage pouring license, including a Sunday Sales pouring license. I further affirm that I understand that the City of Sandy Springs Business License division may audit our records to verify the same at its discretion.

[Signature]
 Signature, Licensee/Owner

Sworn under oath this 14th day of June, 2014

[Signature]
 Notary Public Signature

TORRELL JACKSON
 NOTARY PUBLIC
 Cobb County
 State of Georgia
 My Comm. Expires Dec. 11, 2016

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the 27 day of December, 2013 by and between **SIRDAH ENTERPRISES, INC.**, a Georgia corporation (hereinafter referred to as "Seller") and **DURDEN BUSINESS DEVELOPMENT, INC.**, a Georgia corporation (hereinafter referred to as "Purchaser").

W I T N E S S E T H

WHEREAS, Seller operates a restaurant at 6075 Roswell Road, Sandy Springs, GA 30328, ("the Premises") under the name "Laboo 2" (the "Tradenam");

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, certain of Seller's assets hereinafter described upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises herein contained, and for other good and valuable consideration set forth herein, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Sale of Assets**. Seller hereby agrees to sell, transfer, assign, and convey to Purchaser, or cause to be sold, transferred, assigned or conveyed to Purchaser, and Purchaser hereby agrees to purchase and acquire from Seller, those specific assets set forth in **Exhibit A** attached hereto and by this reference made an integral part hereof (all of which assets referred to in this Paragraph 1 are hereinafter referred to as the "Assets"). The parties acknowledge and agree that Seller's accounts receivable are not included as part of the Assets.

2. **Purchase Price for the Assets; Allocation**

(a) **Purchase Price**. Purchaser agrees to pay Seller upon the execution of this Agreement, in full consideration for the purchase of the Assets, an amount equal to \$1,000,000 (the "Purchase Price"). The Purchase Price shall be evidenced by Purchaser's promissory note in substantially the form attached hereto as **Exhibit "B"** (the "Promissory Note") which Purchaser shall execute and deliver at Closing (hereinafter defined).

(b) **Allocation**. Seller and Purchaser agree to allocate the Purchase Price among the Assets as follows:

Inventory	\$100,000
Furniture, Fixtures and Equipment	\$500,000
Goodwill	\$400,000

159

Total

Seller and Purchaser each agree to report the federal, state and local income and other tax consequences of the transactions contemplated herein, and in particular to report the information required by the Internal Revenue Code of 1986, as amended (the "Code") Section 1060(b), in a manner consistent with such allocation and will not take any position inconsistent therewith upon examination of any tax return, in any refund claim, in any litigation, investigation or otherwise

3. **Closing.** The closing of the transactions contemplated herein (herein referred to as the "Closing") shall take place at the offices of Wagner, Johnston & Rosenthal, P.C., 5585 Sandy Springs Circle, Suite 300, Atlanta, Georgia 30328 at 11:00 a.m. on December 27, 2013 and Closing shall be effective at 12:01 a.m. on January 1, 2014

4. **Limited Assumption of Liabilities.** It is expressly understood and agreed between the parties hereto that Purchaser shall not assume and is not assuming, nor shall it take subject to or become or be liable, obligated or responsible for the payment of any debts, liabilities or obligations of Seller of any kind or nature whatsoever, whether now or hereafter arising or whether contingent or liquidated in amount, including, without limitation, any debts, liabilities or obligations arising out of any accounts payable, obligations created by statute or by any regulatory agency, tax liabilities, product liabilities, environmental or hazardous substance liabilities, contracts, agreements or other types of liabilities of the Seller or related to the operation of its business, provided, however, that, at Closing, Purchaser shall assume all of Seller's rights, claims, obligations, liabilities and duties arising or accruing subsequent to Closing under the documents, instruments and agreements set forth on **Schedule 1** attached hereto and by this reference made an integral part hereof

5. **Consents, Approvals and Other Matters** The following items shall be required to be delivered or satisfied to Purchaser at or before the Closing Date:

- (a) The Premises are subject to a certain Lease Agreement dated January 9, 2001 between Venture Capital Partners, Inc. as landlord ("Landlord") and Seller as successor by assignment to Yun-6, Inc. as tenant (said lease as modified by certain First and Second Amendments to Lease being hereinafter referred to as the "Lease"). Seller shall obtain, at Seller's sole cost and expense, consent from Landlord to the assignment of the Lease.
- (b) At or prior to Closing and as a condition to Closing, Purchaser shall enter into a license agreement with the owner of the Tradename upon terms acceptable to Purchaser in its sole and exclusive discretion (the "Tradename License Agreement").
- (c) Seller shall obtain the waiver, consent or approval of all persons whose waiver, consent or approval is required in order to transfer the Assets to Purchaser and Purchaser shall cooperate in obtaining such waivers, consents or approval

(d) During the period prior to Closing, Seller shall allow Purchaser and its counsel and representatives full access during normal business hours to all books, records, files, documents, Assets, properties, contracts and agreements of the Seller (hereinafter sometimes referred to as the "Business") and shall furnish Purchaser, its counsel and representatives during such period with all information concerning the affairs of Seller which any of them may reasonably request.

(e) During the period prior to Closing, Seller shall promptly notify Purchaser, in writing, of any material change in the method of conducting the operations of the Business, any damage to or loss to any material Assets, or the institution of or threat of institution of any litigation, or any change in Seller's financial condition, business, property or Assets which material change adversely affects the conduct of its Business.

(f) **Representations and Warranties.** To induce Purchaser to acquire the Assets from Seller, Seller does hereby warrant and represent to Purchaser, all of which representations and warranties are true as of the date hereof and shall survive the closing of the transactions contemplated hereby as follows:

(a) Seller is duly organized, validly existing and in good standing under the laws of the State of Georgia, and has the power to sell or lease its property and operate its business. Seller has no subsidiaries. Seller's principal place of business is, and has been for the last five (5) years or if Seller has not done business for five (5) years, for the entire period that Seller has done business is at the Premises.

(b) The execution and delivery of this Agreement has been duly authorized by the Board of Directors and Shareholders of Seller, all requisite action having been taken by Seller to carry out the terms of this Agreement.

(c) Seller has the full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby to the extent required hereby. This Agreement constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms. No consents, approvals, authorizations or orders of any court or governmental or other agency or body or any third person whomsoever is required for Seller to consummate or to cause to be consummated the transactions contemplated hereby, except for such consents, approvals or authorizations as Seller shall obtain at its sole cost and expense.

(d) Seller has paid currently as due all taxes levied or imposed in connection with its business including, without limitation, the following: all sales and use taxes; franchise taxes; gross receipts taxes; real and personal property ad valorem taxes; employment taxes, including, without limitation, FICA and FUTA taxes, and any other state and federal withholding taxes; unemployment taxes; worker's compensation taxes; federal,

state, and local income taxes, business license taxes, and all other taxes due and payable or to become payable as a result of Seller's operation of its business (hereinafter collectively referred to as "Seller's Taxes"). Except as disclosed herein, none of Seller's Taxes are delinquent or constitute a lien on any of the Assets, except for the current year's ad valorem taxes not yet due and payable. All federal, state or other tax returns required to be filed with respect to Seller's Taxes have been filed, and Seller has paid all taxes as shown on such returns and on all assessments received by it to the extent that such taxes have become due. Seller has not received any assessments nor notices of deficiency or other adjustment from the Internal Revenue Service or any state or local taxing authority with respect thereto which have not been paid in full.

- (e) Seller has good and marketable title to all of the Assets, which, as of the date hereof and at Closing, with the exception of the landlord's lien created by the Lease and the security interest granted to said credit card factoring entity for credit card accounts receivable as part of the Credit Card Factoring Agreement shall be free and clear of all mortgages, security interests, liens, pledges, restrictions, options, encumbrances, leases and leasehold interests of every kind or nature whatsoever.
- (f) Except as disclosed in Schedule 2 there are no actions, suits, investigations or proceedings pending or, to the best knowledge of Seller and Principals, threatened against Seller or the Assets, at law, in equity or otherwise before any court, arbitrator, or administrative or governmental body, which involve the possibility of adversely affecting the business, the Assets, profits or condition (financial or otherwise) of Seller. Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal.
- (g) The execution and delivery of this Agreement by Seller does not, and the consummation of the transactions hereby will not (i) violate any provision of the Articles of Incorporation or Bylaws of Seller; (ii) result in a violation of any law, statute, ordinance, rule, regulation, order, writ, injunction, decree or award of any court or governmental authority or body having jurisdiction over Seller or the Assets; or (iii) Except as otherwise disclosed herein, violate or constitute an occurrence of default under the provisions of, or conflict with, result in acceleration of any obligation under, or give rise to a right by any party to terminate its obligation under any mortgage, deed of trust, conveyance to secure debt, note, loan, security agreement, lien, lease, agreement, contract, instrument, license, certificate, permit, franchise or right held by Seller, or other material arrangement to which Seller is party or by which it is bound or the Assets are materially affected.
- (h) Each of the Schedules attached hereto is made a part of this Agreement and accurately and completely sets forth the information which such Schedule purports to contain.

7. **Survival of Seller's Representations and Warranties; Indemnification.**

- (a) The representations and warranties made by Seller herein shall survive the consummation of the transactions contemplated herein, notwithstanding any investigation or examination made for or on behalf of Purchaser.
- (b) Seller shall indemnify, defend and hold Purchaser harmless at all times from and after the date of this Agreement against and in respect of
- i. All liabilities and obligations of Seller of any nature which are not assumed hereby, whether accrued, contingent, known, unknown, absolute or otherwise;
 - ii. All liens, leases, options, security interests, claims or encumbrances against any of the Assets, with the exception of the landlord's lien of the Landlord and the security interest in credit card accounts receivable;
 - iii. Any damage, cost, expense, payment, liability, loss or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of Seller and/or Principals under this Agreement or from any misrepresentation in or an omission from any certificate or other instrument furnished or to be furnished to Purchaser in connection with the transactions provided for in this Agreement;
 - iv. Any successor liability claim that may be asserted against Purchaser by the plaintiffs in the Pending Litigation; and
 - v. All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorneys' fees and court costs, incident to the foregoing matters. No right or remedy conferred in this Paragraph is intended to be exclusive of any other remedy available, now or hereafter, at law or in equity or otherwise.
- (c) Purchaser shall give Seller prompt written notice of any claim, suit or demand which Purchaser believes gives rise to indemnification by Seller pursuant to this Agreement (hereinafter referred to as "Purchaser's Notice"), and Seller shall have the right to attempt to settle, defend and/or direct the defense of any such claim, suit or demand, in the name of Seller, at its sole expense and with counsel of its own choosing, which counsel shall be reasonably satisfactory to Purchaser. In the event that Seller chooses to attempt to settle or defend any such claim, suit or demand, then it shall not be obligated to pay to the Purchaser any sum otherwise due to Purchaser pursuant to this Paragraph until the final resolution of such claim, suit or demand; provided, however, that Seller shall at all times be obligated to diligently attempt to settle, pursue and or defend such claim, suit or demand until its final resolution, and provided, further, that upon such final resolution, Seller shall be obligated to promptly satisfy such claim pursuant to the terms of such final

resolution and if Seller shall fail to so satisfy such claim Purchaser may satisfy such claim in accordance with such final resolution, whereupon Seller shall, upon demand, pay to Purchaser the full amount to be paid pursuant to this Paragraph. If such amount is not so paid upon demand and Purchaser has paid or must pay any amount for which it is entitled to be indemnified hereunder, then Purchaser shall have all rights available to it at law or in equity.

In the event that Seller shall fail to or determine not to attempt to defend, settle and/or direct the defense of any such claim, suit or demand within fifteen (15) days of Purchaser's Notice, or if Seller shall commence to defend or attempt to settle such claim and shall not thereafter pursue such settlement or defense diligently, then Purchaser may take up the defense of such claim and Seller shall tender to Purchaser, upon demand, all costs and expenses incurred by Purchaser to defend and/or compromise or settle such claim.

8 **Purchaser's Representations and Warranties.** To induce Seller to sell the Assets to Purchaser, Purchaser hereby represents and warrants to Seller, all of which representations and warranties are true as of the date hereof, shall be true and correct at all times, prior to Closing, shall be true and correct at Closing, and shall survive the Closing as follows:

- (a) Purchaser is duly organized, validly existing and in good standing under the laws of the State of Georgia and has the power to own and lease its properties and to operate its business in all places where it does business.
- (b) Purchaser has the full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby to the extent required hereby. This Agreement constitutes the valid and binding obligation of Purchaser, enforceable in accordance with its terms.

9 **Survival of Purchaser's Representations and Warranties; Indemnification.**

- (a) The representations and warranties made by Purchaser in Paragraph 8 herein shall survive the consummation of the transactions contemplated herein, notwithstanding any investigation or examination made for or on behalf of Seller.
- (b) Purchaser shall indemnify, defend and hold Seller harmless at all times against and in respect of:

(i) All liabilities and obligations of Purchaser which are expressly assumed in writing by Seller at Closing pursuant to this Agreement;

(ii) Any damage, cost, expense, payment, liability, loss or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of Purchaser under this Agreement;

(iii) All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees and court costs, incident to the foregoing matters. No right or remedy conferred in this Paragraph is intended to be exclusive of any other remedy available now or hereafter at law or in equity or otherwise; and

(c) Seller shall give Purchaser prompt written notice of any claim, suit or demand which Seller believes gives rise to indemnification by Purchaser pursuant to this Agreement (hereinafter referred to as "Seller's Notice"). Purchaser shall have the right to attempt to settle, defend and/or direct the defense of any such claim, suit or demand, in its name, at its sole expense and with counsel of its own choosing, which counsel shall be reasonably satisfactory to Seller. In the event that Purchaser chooses to attempt to settle or defend any such claim, suit or demand, then it shall not be obligated to pay to the Seller any sum otherwise due to Seller pursuant to this Paragraph 9 until the final resolution of such claim, suit or demand; provided, however, that Purchaser shall at all times be obligated to diligently attempt to settle, pursue and/or defend such claim, suit or demand until its final resolution; and provided, further, that upon such final resolution, Purchaser shall be obligated to promptly satisfy such claim pursuant to the terms of such final resolution and if Purchaser shall fail to so satisfy such claim Seller may satisfy such claim in accordance with such final resolution, whereupon Purchaser shall, upon demand, pay to Seller the full amount to be paid pursuant to this Paragraph 9. If such amount is not so paid upon demand, then Seller shall have all rights available to it at law or in equity, including, without limitation, Seller is hereby granted the contractual right to setoff any such sums against sums otherwise owed by Seller to Purchaser under this Agreement or otherwise.

In the event that Purchaser shall fail to or determine not to attempt to defend, settle and/or direct the defense of any such claim, suit or demand within fifteen (15) days of Seller's Notice, or if Purchaser shall commence to defend or attempt to settle such claim and shall not thereafter pursue such settlement or defense diligently, then Seller may take up the defense of such claim and Purchaser shall tender to Seller, upon demand, all sums paid by Seller to defend and/or compromise or settle such claim. If such amount is not so paid upon demand, then Seller, in addition to all other rights or remedies available to it at law or in equity, is hereby granted the contractual right to setoff any such sums against sums otherwise owed by Seller to Purchaser under this Agreement or otherwise.

10. **Conditions Precedent to the Obligations of Purchaser.** The obligations of Purchaser under this Agreement to consummate the transactions contemplated hereby at Closing are

VS / KA

subject, in the discretion of Purchaser, to the fulfillment, at or prior to Closing, of each of the following conditions:

- (a) Purchaser obtaining lease assignment or negotiated new lease on the premises at 6075 Roswell Rd., Suite 001, Sandy Springs, GA 30328. Seller must exercise due diligence in assisting purchaser in its efforts to acquire said lease.
- (b) There shall be no liens or other rights of third parties against the Assets as of Closing other than the landlord's lien of Landlord and the security interest granted to credit company factoring referenced herein
- (c) Seller shall have performed or cause to be performed all obligations and agreements and have complied or caused to be complied with all covenants and conditions contained in this Agreement to be performed or complied with by it at or prior to Closing.
- (d) Since the execution of this Agreement through the date of Closing, Seller shall not have suffered, in the reasonable judgment of Purchaser, any change in Seller's financial condition, Business, property or Assets which adversely affects the conduct of its Business or its condition, financial or otherwise
- (e) No action shall have been commenced or threatened by any of the creditors of Seller to enjoin the sale of Assets herein and Purchaser shall be reasonably satisfied that no actions will be brought subsequent to the Closing by any of the creditors of Seller seeking to rescind or otherwise affect the transactions to be consummated at Closing.

In the event that each and every one of these conditions precedent to the obligations of Purchaser shall not have been satisfied, to the reasonable satisfaction of Purchaser, prior to or at the date of Closing, or as to any unsatisfied condition, Purchaser shall not have agreed, in writing, to waive same, then Purchaser shall thereupon have the right to notify Seller that any or all of such conditions have not been satisfied, whereupon Purchaser shall have the right to pursue any and all rights and remedies available to it at law or in equity arising therefrom, including, without limitation, terminating this Agreement.

II. Transactions at Closing.

- (a) At Closing, Seller shall execute (where appropriate) and deliver to Purchaser:
 - (i) A bill of sale regarding the Assets in form and substance satisfactory to Purchaser's counsel,
 - (ii) All consents and assignments, duly executed by the assigning parties

thereto and in form and substance reasonably satisfactory to Purchaser;

- (ii) All certificates required to be delivered by Seller pursuant to the terms of this Agreement;
- (iii) An Assignment and Assumption Agreement relating to the rights, liabilities and obligations of Seller expressly assumed by Purchaser pursuant to Paragraph 4 hereof;
- (iv) A Closing Statement reflecting the transaction contemplated herein;

(b) At Closing, Purchaser shall execute and deliver, or cause to be delivered to Seller:

- (i) The Promissory Note;
- (ii) An Assignment and Assumption Agreement relating to the rights, liabilities and obligations of Seller expressly assumed by Purchaser pursuant to Paragraph 4 hereof;
- (iii) The Tradename License Agreement (delivered to the owner of the Tradename); and
- (iv) A Closing Statement reflecting the transaction contemplated herein;

12. Post Closing Adjustments and Obligations

Purchaser and Seller shall prorate to the date of Closing, all personal property ad valorem taxes, lease payments (for the leases being assumed by Purchaser), utility bills, advertising account charges and other expenses incurred in the ordinary course of business (to the extent Purchaser has agreed to assume such expenses accruing subsequent to Closing).

13. Taxes on the Transaction. Seller shall be solely responsible for payment of any sales and use or other taxes applicable to this transaction. It is the intent of Seller and Purchaser that this transaction is a "casual sale" and as such should be exempt from sales tax.

14. Closing Costs. Each party agrees to pay its own legal fees incurred in connection with this transaction.

15. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, executors, successors and permitted assigns. Neither Seller nor Purchaser shall have any right to assign or delegate any of its rights, duties or obligations under this Agreement without the prior written consent of the other and any attempt to do so shall be null and void and of no force or effect whatsoever upon the other party or any such assignee.

16. **Notices.** Any notices or other communications required or permitted hereunder shall be deemed given when personally delivered or upon receipt, after having been sent by certified mail, return receipt requested, postage prepaid, and if, to Purchaser addressed to it as follows:

Durden Business Development, Inc.
5910 GA Hwy 215
Unit 6
Rincon, GA 31326
Attn: Kenneth Durden

If to Seller or Principals addressed to them as follows:

Sirdah Enterprises, Inc
4316 Chamblee Tucker Rd.
Tucker, GA 30084
Attn: Ismail Sirdah

Any party may designate such other address for itself to receive notices by delivery of notice thereof to all of the parties hereto

17. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from the remaining portion of this Agreement, which shall otherwise remain in full force and effect

18. **Survival.** All representations, warranties, covenants and agreements contained in this Agreement and in any document delivered or to be delivered pursuant to this Agreement shall survive beyond the date hereof and the consummation of the transactions contemplated herein, for a period of twelve months, notwithstanding any investigation or examination made for or on behalf of any of the parties hereto. Upon the expiration of twelve months following the consummation of the transactions contemplated hereby, no action may be asserted for any claimed breach of the representations and warranties made herein.

19. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia in all respects

20. **Entire Agreement.** This Agreement embodies the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all prior oral or written agreements between said parties with respect to said subject matter. No amendment or modification of this Agreement shall be valid or binding upon the parties hereto unless same is made in writing and signed by each of the parties hereto

21. **Additional Acts and Documents** Each party hereto agrees to do such things, take all such actions, and make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement, in each case, at the sole expense of the party or parties so requested.

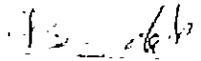
22. **Schedules and Exhibits** All Schedules and Exhibits attached hereto are an integral part of this Agreement.

23. **No Waiver** Failure of any party to this Agreement to require performance by another of any provision expressed herein shall in no way affect that party's right to thereafter enforce such provision; nor shall the waiver by any party of any breach of any provision expressed herein be taken or held to be a waiver of any succeeding or other breach of such provision or as a waiver of the provision itself or of any other provision.

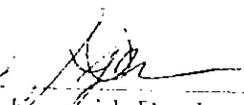
24. **Counterparts** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall sufficiently be evidenced by any such original counterpart.

IN WITNESS WHEREOF the undersigned have hereunto executed this Agreement or caused this Agreement to be executed by their duly authorized corporate officers, all as of the day and year first above written

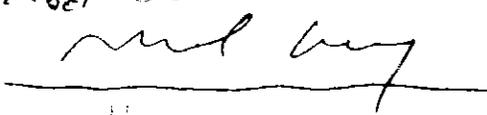
SELLER.
Sirdah Enterprises, Inc

By: 
Ismail Sirdah, President

PURCHASER
Durden Business Development, Inc.

By: 
Kenneth Durden, President



Sworn Before me this 27th day
December 2013
X 

25/10

EXHIBIT A
(Assets)

Telephone numbers and yellow page and other advertisements relating to Seller's business.

All of Seller's supplies and food inventory

All rights under sales orders, purchase orders and contracts to which the Seller is a party or bound and which Purchaser elects to assume in writing.

The specific items of equipment, furniture, fixtures and inventory set forth on the following "Equipment List:"

↓
Not included -
financial data + information

SCHEDULE I
Obligations to be Assigned to and Assumed by Purchaser

Lease Agreement

Financial Statements

|
not included
financial data &
information

5/10

SCHEDULE 2
(Pending Enactment)

Section 10(1) - (b) - (c) - (d) - (e) - (f) - (g) - (h) - (i) - (j) - (k) - (l) - (m) - (n) - (o) - (p) - (q) - (r) - (s) - (t) - (u) - (v) - (w) - (x) - (y) - (z)

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ASSET PURCHASE AMENDMENT

This asset purchase amendment (hereinafter referred to as "the Amendment") is made and entered into as to the 30th day of December, 2013, by and between Sirdah Enterprises, Inc., a Georgia corporation, (hereinafter referred to as "Seller,") and Durden Business Development, Inc. a Georgia corporation, (hereinafter referred to as "Purchaser").

WHEREAS, the parties previously executed an asset purchase agreement on December 27, 2013, for the sale and purchase of a restaurant facility "Taboo2" and

WHEREAS, this Asset Purchase Agreement contains inconsistencies as to closing dates and a time schedule for payment by Purchaser, the parties agree to amend the Asset Purchase Agreement as follows:

1. The Purchaser requires the following prerequisites to closing this transaction:
 - a. Consent to the assignment of lease on the premises of Taboo2 Bistro and Bar, 6075 Roswell Rd., Suite 001;
 - b. The issuance of a building permit to make modifications and renovations to the facility only;
 - c. The issuance of a liquor license and all other permits necessary to operate the business
2. The Purchaser shall not have any obligation to pay the purchase price of the facility pursuant to the Asset Purchase Agreement until these preconditions above are met.
3. The Seller shall continue to operate the business, without waste, and in the best interest of the Purchaser, until these preconditions are satisfied.
4. The Seller shall maintain insurance, pay all bills, taxes and expenses associated with the conduct of business during this period.
5. The Seller shall indemnify and hold harmless the Purchaser from any liability from the conduct of Seller's operations during this period

GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF. The undersigned have hereunto executed this Agreement or caused this Agreement to be executed by their duly authorized corporate officers, all as of the day and year first above written.

SELLER:
Sirdah Enterprises, Inc.

By: [Signature]
Ismail Sirdah, President

PURCHASER:
Durden Business Development, Inc.

By: [Signature]
Kenneth Durden, President

State of Georgia
County of Fulton

Subscribed and sworn to before me this 30th day of December, in the year 2013.

[Signature]
Notary Public



**CONSENT OF LANDLORD TO ASSIGNMENT OF LEASE
AND ACKNOWLEDGMENT BY ASSIGNOR AND ASSIGNEE**

**THIS CONSENT OF LANDLORD TO ASSIGNMENT OF LEASE AND
ACKNOWLEDGMENT BY ASSIGNOR AND ASSIGNEE** (the "Agreement"), made and
entered into as of the 21 day of April, 2014, among Griffin 6075 Roswell Road
Partners, LLC, successor-in-interest to Venture Capital Properties, Inc. ("Landlord"),
Sirdah Enterprises, Inc., a Georgia corporation, successor-in-interest to Yuri-6, Inc.
("Assignor"), and Durden Business Development, Inc., a Georgia corporation
("Assignee").

WITNESSETH:

WHEREAS, Assignor, as tenant or lessee, and Landlord, as landlord or lessor, are
parties to a certain Lease Agreement dated January 9, 2001 as same may have been
amended, (the "Lease") relating to certain space in the building (the "Building") located
at 6075 Roswell Road, Suite 10, Sandy Springs, Georgia 30328; and

WHEREAS, on or about April 1, 2014, Assignee acquired all or substantially all of
the assets of Assignor, including the Lease, and Assignee assumed all obligations under
the Lease on the part of the lessee thereunder to be performed; and

WHEREAS, Assignor, in accordance with Article 13 of the Lease, has requested
consent from Landlord for the assignment of the Lease to Assignee and Assignee desires
to assume all of the covenants and obligations of Assignor under the Lease as if it were
the original lessee thereunder; and

WHEREAS, Landlord is willing to grant its consent to the assignment of the Lease
to Assignee subject to the terms and conditions of this Agreement notwithstanding any
provisions, terms, conditions or agreements in the asset sale documents between
Assignor and Assignee to the contrary; and

WHEREAS, the parties hereto desire to evidence and confirm the assignment of
the Lease by Assignor to Assignee and the assumption by Assignee of all the covenants
and obligations of Assignor under the Lease as if Assignee were the original lessee
thereunder; and

NOW, THEREFORE, for and in consideration of the premises, and for other good
and valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.** In the event of any inconsistency between the provisions, terms, conditions and agreements in the Lease or in this Agreement, the provisions, terms, conditions and agreements of this Agreement shall control. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Lease.

2. **Assignment and Assumption.** Assignor hereby transfers, conveys and assigns unto Assignee all of Assignor's right, title and interest in and to the Lease and the Leased Premises. Assignee hereby accepts such assignment and assumes all of Assignor's duties, covenants and obligations under the Lease to the same extent and with the same force and effect as if Assignee had executed the Lease and had been the original lessee thereunder. Assignee hereby attorns to Landlord as the landlord under the Lease. Assignee hereby acknowledges that it has inspected the Leased Premises and has accepted the Leased Premises in its condition as of the date hereof.

3. **Landlord's Consent.** Subject to the terms and conditions of this Agreement, Landlord hereby consents to the transfer and assignment of Assignor's right, title and interest in and to the Lease to Assignee; provided, however, such approval and consent shall not release Assignor from the full and faithful performance by Assignor of all the terms, conditions and agreements contained in the Lease and shall not be deemed a waiver or release of any of Assignor's covenants, liabilities and obligations to Landlord under the Lease. Assignor covenants and agrees to remain fully liable for the payment of the rent and other sums which are due and payable under the Lease and for the performance and discharge of all covenants, obligations and undertakings of the Lease to be kept and performed by the lessee thereunder, such liability to be joint and several with that of Assignee. In the event of any default by Assignee under the Lease, Landlord may proceed directly against Assignor, Assignee, any guarantor or anyone else liable under the Lease without first exhausting Landlord's rights or remedies against any other person or entity liable to Landlord. Landlord's consent to the assignment of the Lease does not and shall not (a) release Assignor of Assignor's liabilities and obligations under the Lease or (b) alter the primary liability of Assignor to pay Base Rental, Additional Rental, and all other charges as required under the Lease and to perform and comply with all of the other obligations of Assignor required under the Lease.

4. **No Further Assignment.** Landlord's consent herein is limited by its terms to the use and occupancy of the Leased Premises by Assignee only and by no other assignee, sublessee, invitee, transferee, assignee, or licensee of Assignor or Assignee, and shall be null, void and of no force and effect as to any such subsequent assignee, sublessee invitee, transferee, assignee, or licensee. Landlord, by its execution hereof, hereby consents to the aforesaid assignment of the Lease by Assignor to Assignee upon the express condition that no further assignment of the Lease shall hereafter be made without the prior written consent of Landlord. In the event of a default by Assignee in the performance of any of the terms of the Lease, Landlord may proceed directly against

Assignor without the necessity of exhausting remedies against Assignee. In addition, Assignor waives the right to require Landlord to first proceed against Assignee in the event of a default by Assignor or Assignee under the Lease. Landlord may in its sole discretion consent to subsequent assignments or sublettings or amendments of the Lease without notifying Assignor, or any successor of Assignor, and without obtaining its or their consent thereto; no such action shall relieve Assignor of liability under the Lease. Any security deposit or other deposit made under the Lease shall be held by Landlord as a deposit made by Assignee and Landlord shall have no further liability with respect to the return of the same to Assignor. Assignor's obligations under the Lease shall continue in favor of Landlord, notwithstanding (a) any modification or alteration of the Lease by Landlord or Assignee or their successors or assigns, (b) any further assignment of the Lease or subletting of the Leased Premises or any portion thereof, with or without the consent of Landlord, (c) Landlord's failure to notify Assignor of, or obtain Assignor's consent for, any modification of the terms of the Lease or to notify Assignor of any delinquency or default of Assignee with respect to any covenant, condition, restriction or obligation contained in the Lease, or (d) Landlord's failure to enforce or delay in enforcing any of its rights against Assignee. Assignor's and Assignee's address for notice purposes under the Lease shall be the address of the Leased Premises.

5. **Ratification of Lease.** Assignee and Assignor hereby ratify and confirm all of the terms and provisions of the Lease and agree that the Lease remains in full force and effect without modification, except as otherwise set forth herein or amended hereby, and agree that, as of the date hereof, the Lease is subject to no offsets, claims, counterclaims or defenses of any nature whatsoever. Landlord, at Landlord's option, may consent to any subsequent assignments, sublettings, or other transfers of rights or sharings of the Leased Premises under the Lease by Assignee or any other party, or any amendments or modifications thereof, without notifying Assignor, any guarantor, or anyone else liable under the Lease, and without obtaining their respective consents, and any such amendment, modification, assignment, subletting, or transfer shall not relieve such persons from their respective liabilities under the Lease, and shall not be deemed or construed a novation or waiver of any type. Assignor shall promptly pay Landlord any share of assignment profit, consideration, premiums or other items required under Lease in connection with any assignment of the Lease (including, without limitation, the assignment of the Lease to Assignee).

6. **Signage in Building.** Notwithstanding anything to the contrary in the Lease, Assignor and Assignee agree with Landlord that Landlord has no obligation to provide new or additional Building standard signage or a directory listing with respect to the Leased Premises. All costs with respect to removing existing signage and creating, installing, changing, altering or otherwise preparing signage for Assignee's use within the Building shall be borne by either Assignor or Assignee.

7. **Modifications.** This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Landlord and Assignee or their respective successors and permitted assigns.

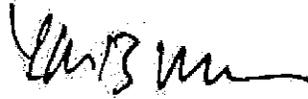
8. **Miscellaneous.** The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Agreement. The submission of this Agreement for examination does not constitute an offer or option and this Agreement shall be effective only upon execution hereof by all parties hereto. Time is of the essence of this Agreement. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of this Agreement shall not be affected thereby, and in lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement is not in recordable form, and Assignor and Assignee agree not to record or cause to be recorded this Agreement or any short form or memorandum thereof. The laws of the State of Georgia shall govern the validity, performance and enforcement of this Agreement. Assignor and Assignee specifically agree to look solely to Landlord's interest in the Building for the recovery of any monetary judgment against Landlord, it being agreed that Landlord (and its members, partners and shareholders) shall never be personally liable for any such judgment. Each of the persons executing this Agreement on behalf of Assignee does hereby personally represent and warrant that such Assignee is a duly qualified corporation and is fully authorized and qualified to do business in the State of Georgia, that the corporation has full right and authority to enter into this Agreement, and that each person signing on behalf of the corporation is authorized to sign on behalf of Assignee. Each of the persons executing this Agreement on behalf of Assignor does hereby personally represent and warrant that Assignor is a duly qualified corporation and is fully authorized and qualified to do business in the State of Georgia, that the corporation has full right and authority to enter into this Agreement, and that each person signing on behalf of the corporation is authorized to sign on behalf of Assignor.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the date first above written.

"LANDLORD":

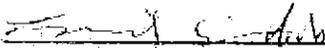
Griffin 6075 Roswell Road Partners, LLC

By: MG Real Estate Management, LLC
A Georgia limited liability company, its Manager

By: 
Date: Lane Moore
4-21-14

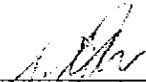
"ASSIGNOR":

Sirdah Enterprises, Inc.,
a Georgia Corporation

By: 
Print Name: Ismail Sirdah
Title: President
Date: 3/25/14

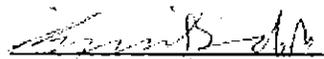
"ASSIGNEE":

Durden Business Development, Inc.
a Georgia Corporation

By: 
Print Name: Kenneth Durden
Title: President
Date: 3-25-14

The undersigned Guarantor of the Lease hereby approves the assignment of Lease and the forgoing Agreement and agrees that neither the assignment of the Lease nor said Agreement shall affect the Guarantor's obligations under the Guaranty of the Lease.

Guarantor

 Date: 3/25/14
Ismail Sirdah, CEO

Guarantor

 Date: 3-25-14
Thomas Dixon

JOY / DINDORR ENTERPRISES INC.
dba K-OS Bar and Lounge
6075 Roswell Rd N.E. Suite CC1
Sandy Springs, GA 30328
REVISED 9/1/94

10/20/01

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 9th day of January, 2001, by and between VENTURE CAPITAL PROPERTIES, INC. a Corporation, (hereinafter referred to as "Landlord"), Yuri-6, Inc. a Georgia Limited Liability Company (hereinafter referred to as "Tenant"), and BEN F. KUSNER CO., (hereinafter referred to as "Agent").

In consideration of the mutual covenants set forth herein, and other good and valuable consideration, Landlord does hereby lease to Tenant, approximately 8200 square feet of space as more particularly described, as the restaurant space on the ground floor of 6075 Roswell Road, Atlanta, Fulton County, Ga. 30328, which Leased Premises are a part of that property known as Nations Bank Building which, together with any existing improvements located thereon or any improvements which may be subsequently added thereto, shall be hereinafter referred to as the "Office Building."

ARTICLE 1

TERM

1.01. Term. The term of this Agreement shall be Sixty (60) months commencing on January 1, 2001 (the "Lease Term Commencement") and ending on December 31, 2005 unless sooner terminated as herein provided.

1.02. Lease Year. The term "lease year," as used herein, shall mean a period of twelve consecutive calendar months; provided that, if the first lease year begins on any day other than the first day of a month, the first lease year shall be the remainder of the month in which the term of the Agreement begins and the twelve consecutive calendar months thereafter. Each succeeding lease year shall begin on the day following the last day of the prior lease year.

1.03. End of Term. At the expiration of the lease term, Tenant shall surrender the Leased Premises to Landlord in the same condition they were in on the first day of the lease term, with the exception of any additions or improvements, which shall remain with the Leased Premises, reasonable wear and tear, fire and casualty excepted. Prior to surrendering the Leased Premises, Tenant shall remove all of its personal property, trade fixtures and decorations and repair any damages caused by their installation or removal. If Tenant fails to remove such property prior to the end of the lease term, Landlord may, with respect to any item of such property (1) remove such property, whereupon Tenant shall immediately reimburse Landlord for the full cost of such removal, or (2) consider such property to be abandoned to Landlord, and treats such property as Landlord deems appropriate, including, but not limited to, retaining it for Landlord's use and benefit.

1.04. Holding Over. If Tenant remains in possession of the premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at 2004

of the fixed minimum rent in effect at the end of this Agreement, plus all other amounts which would be due hereunder during the term hereof; and there shall be no renewal of this Agreement by operation of law.

1.05. Tenant's Acceptance. Tenant acknowledges that it has inspected and by taking possession accepts the Leased Premises "as is" in their present condition as suitable for the purpose for which the Leased Premises are leased. Acceptance of possession of the Leased Premises shall be conclusively deemed to establish that the Leased Premises satisfy each and every representation made to Tenant by Landlord with respect to the Leased Premises. Tenant further acknowledges that unless expressly set forth in this Lease, Landlord has made no representation to repair, alter, remodel or improve the Leased Premises or that the Leased Premises are suitable for the purposes of the business of Tenant. Simultaneous with its acceptance of possession of the Leased Premises, Tenant shall execute and deliver to Landlord, on or before seven (7) days after the demand therefore, a letter of acceptance of the Leased Premises.

ARTICLE 2

RENT

2.01. Minimum Rent. Tenant agrees to pay to Landlord or Landlord's agent, in advance on the first day of each month during the term hereof, without any prior demand therefor and without any deduction or set-off whatsoever, and as a fixed minimum rent (the "Minimum Rent"), according to the schedule set forth on Exhibit "B" hereto. If the term hereof shall commence on any day other than the first day of a calendar month, then Tenant shall pay to Landlord or Landlord's Agent, on the first day of the term, a pro rata basis with respect to such fractional calendar month.

~~TENANT AGREES TO REPORT QUARTERLY SALES IN WRITING TO LANDLORD BY FEB 1, MAY 1, AUG 1, AND OCT 1 OF EACH YEAR.~~

~~2.02. Percentage Rent. (1) In addition to the aforesaid fixed minimum rent and the additional rent as provided for hereinbelow, Tenant shall pay to Landlord or Landlord's Agent, in the manner and upon the conditions hereinafter set forth during each lease year, and as percentage rent hereunder, a sum equal to the amount, if any, by which _____ percent (_____) of the "gross receipts" (as such term is hereinafter defined) exceeds the fixed minimum rent payable during a lease year. Tenant shall pay said percentage rent not less than twenty (20) days after written demand by Landlord or Landlord's Agent therefore without any deduction or set-off whatsoever at the office of Landlord or at such other place as Landlord may designate.~~

~~(2) The term "gross receipts" as used herein, is hereby defined to mean receipts from gross sales of Tenant and of all licensees, concessionaires, and, if permitted hereunder, lessees of Tenant, from all business conducted on or from the Leased Premises by lessee and all others, and whether such sales be evidenced by cash, check, credit, charge account, exchange, or otherwise, and shall include, but not be limited to, the amounts received from the sale~~

of goods, wares, and merchandise, and for services performed on or at the leased premises, whether such orders be filled from the leased premises or elsewhere, by mail, telephone, in person or by other means, and whether such sales be made by means of merchandise or other vending devices in the leased premises. In addition, without limitation, gross receipts shall include all deposits received and not refunded to purchasers in connection with any transaction. If any one or more departments or other divisions of Tenant's business shall be sublet by Tenant or conducted by any person, firm, or corporation other than Tenant, there shall be included in the gross receipts for the purpose of fixing the percentage rent payable hereunder, all the gross sales of such departments or divisions, whether such receipts derive from sales made at the leased premises or elsewhere, in the same manner and with the same effect as if the business or sales of such departments and divisions of Tenant's business had been conducted by Tenant himself. Gross receipts shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have been included in gross sales. There shall be deducted from gross receipts the sales price of merchandise returned by customers for exchange, provided that the sales price of merchandise delivered to the customer in exchange shall be included in gross sales. Gross receipts shall not include the amount of any sales, use, value added, or gross receipts tax imposed by any federal, state, municipal, or governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and paid by Tenant to such governmental authority. No franchise or capital stock tax and no income or similar tax based on income or profits as such shall be deducted from gross receipts in any event whatever. Each charge or sale on installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment thereof.

(3) Tenant acknowledges that Landlord would not have leased the premises to Tenant absent Tenant's agreement to pay percentage rental and in furtherance thereof to continuously operate in a manner that will maximize Tenant's Gross Sales. Accordingly, during the term of this lease, Tenant shall not, either directly or indirectly, own, operate or be financially interested in, either by itself or with others, a business like or similar to the business permitted to be conducted hereunder within a radius of five (5) miles of the perimeter of the Office Building except for those which Tenant has in operation as of the date hereof. Without limiting Landlord's remedies, in the event Tenant should violate this covenant, Landlord may, at its option, include the gross sales of such other business in the Gross Sales made from the premises for the purpose of computing the percentage rental due hereunder.

2.03 Additional Rent. (1) In addition to the fixed minimum rent and percentage rent as described above, Tenant agrees to pay Landlord or Landlord's Agent, as additional rent, for the Tenant's Share of Operating Expenses of the Office Building, as that term is defined hereinbelow. The term "Operating Expenses" shall include, but not be limited to (a) all costs of labor, materials, insurance premiums (including premiums for general public liability insurance with respect to the Common Areas of the Office Building and fire and extended coverage insurance with respect to all of the buildings and other improvements in the Office Building), deductible amounts paid in connection with any insurance claim, supplies, equipment, and services for the

~~management, operation and repair of the Office Building, including any property management fee paid to any firm, whether or not affiliated with landlord, for the management of the Office Building, and (b) all taxes, assessments and other governmental charges of any kind whatsoever, including but not limited to those contemplated in Section 6.02 hereof, whether ordinary or extraordinary, foreseen or unforeseen, which may hereafter become due and payable by landlord arising from its ownership of the Office Building, or which may become a charge against or lien against the Office Building or any part thereof (other than federal or state income taxes).~~

~~(2) Tenant's share of the Operating Expenses (herein called "Tenant's Share of Operating Expenses") shall be in an amount equal to the product obtained by multiplying the total Operating Expenses during each calendar year of the lease term by a fraction, the numerator of which shall be the number of gross leasable square feet in the leased premises and the denominator of which shall be the number of gross leasable square feet of all buildings in the Office Building including the leased premises. For each calendar year or part thereof occurring during the lease term, Landlord shall have the right to make a good faith estimate of Tenant's Share of Operating Expenses for the upcoming calendar year and upon fifteen (15) days' notice to Tenant to require the payment by Tenant of one twelfth (1/12th) of such amount on the first (1st) day of each month during the calendar year in question. By April 1 of each calendar year during the lease term, or as soon thereafter as practical, Landlord shall furnish to Tenant a statement of Operating Expenses for the prior calendar year, including therein the calculation of any additional amount owed by Tenant to Landlord, which amount shall be paid by Tenant to Landlord as additional rent within fifteen (15) days after receipt of such statement from Landlord. Tenant's obligation to pay such amount for time periods prior to the expiration or termination of this Agreement shall survive such expiration or termination. Any overpayment by Tenant shall be credited towards additional rent which may become subsequently due hereunder. If, for any reason other than the default of Tenant, this Agreement shall terminate on a day other than the last day of a calendar year, the additional rent payable by Tenant pursuant to this paragraph shall be prorated on the basis which the number of days from the commencement of such calendar year to and including such termination date bears to three hundred sixty five (365). During any calendar year Landlord may revise Tenant's monthly payment if it appears to Landlord that the actual Operating Expenses will vary from the anticipated Operating Expenses by five percent (5%) or more. Until notified otherwise by Landlord, Tenant agrees to pay to Landlord or Landlord's Agent the sum of \$300.00 monthly as its monthly payment of Tenant's Share of Operating Expenses.~~

2.04. Security Deposit. Landlord acknowledges its receipt (see "Special Stipulations") from Tenant the sum of _____ which sum it is acknowledged and agreed shall be held by Landlord (without liability for any interest thereon) during the term of this Agreement and any extensions thereof as security for the full performance by Tenant of each and all of its obligations hereunder. In the event of any default by Tenant hereunder, Landlord may, at its option at any time thereafter until such default is cured, apply any or all of such security deposit toward any sums due and owing to Landlord under this Lease, and, in such event, Tenant shall immediately pay to Landlord the amount so applied such that the security deposit amount will be fully replenished. The failure of Tenant to replenish the full amount of

the security deposit shall constitute a default hereunder. Any application of the security deposit in such a manner shall not constitute any admission by the security deposit in such a manner shall not constitute any admission by Landlord as to the amount of damages arising from such default, nor shall it constitute liquidated damages, nor shall it prejudice Landlord with respect to any other rights or remedies it may have with respect to such default. If Landlord assigns its interests hereunder, any security deposit held by Landlord may be turned over to such assignee by Landlord, and in such case Tenant hereby releases Landlord from any liability whatsoever relating to such security deposit, and shall look solely to the assignee (and any subsequent assignees) for its application or return.

In the event of a bankruptcy or other creditor-debtor proceedings against Tenant, all of the security deposit shall be deemed to be applied to the payment of rent due Landlord for all periods prior to the date of the filing of such proceedings.

Security deposit is fully refundable upon acceptable termination of lease subject to item 2.04 of the lease.

ARTICLE 3 RECORDS AND REPORTS

~~3.01. Books and Records of Tenant. For the purpose of ascertaining the amount payable as rent, Tenant agrees to prepare, and maintain on the Leased Premises for a period of not less than three years following the end of each lease year, complete and accurate records that will show inventories and receipts of merchandise at the Leased Premises, and daily receipts from all sales and other transactions on or from the Leased Premises by Tenant and any other persons conducting any business on and from said premises. Tenant shall record at the time of sale, in the presence of the customer, all receipts from sales and other transactions whether for cash or credit in a cash register or registers having a cumulative total, which shall be sealed in a manner approved by Landlord, and having such other features as shall be approved by Landlord. Tenant further agrees to maintain on the Leased Premises for at least three years following the end of each lease year the gross income, sales, and occupation tax returns with respect to said lease year, and all pertinent original sales records. Pertinent original sales records shall include, but not be limited to, all cash register tapes, serially numbered sales slips, and originals of all mail orders at and to the Leased Premises. The Landlord and authorized representatives of Landlord shall have the right to examine Tenant's aforementioned records during regular business hours. If, on examination of the books or records of Tenant, an error shall be revealed in favor of Landlord which results in additional percentage rental due Landlord, then the reasonable costs of such examination shall be paid by Tenant to Landlord.~~

~~3.02. Gross Sales Reports. Not later than the twentieth (20th) day of each month, Tenant shall furnish to Landlord or Landlord's Agent photocopy of the Sales and Use Tax Report, properly completed and signed by an authorized individual, which is required to be furnished to the Department of Revenue of the State of Georgia covering the previous month. Tenant hereby represents~~

~~and warrants that each such report shall be complete and accurate in all respects, and that if it is discovered at any time that any such report was incomplete and inaccurate, that an amended report shall be filed with the Department of Revenue and a photocopy thereof shall be contemporaneously furnished to Landlord or Landlord's Agent.~~

~~3.03. Annual Gross Receipts Reports. As soon as practicable, but in no event later than ninety (90) days after the end of each calendar year (or such other period which corresponds to Tenant's tax year), Tenant shall furnish to Landlord or Landlord's Agent income statements certified to be true and correct by Tenant which show the total gross receipts for such calendar year. If at the end of any such period the total amount of rent which has been paid by Tenant is less than the total of the fixed minimum rent and percentage rent required to be paid for such period, Tenant shall immediately pay to Landlord the full amount of such deficiency.~~

~~3.04. Right to Audit. At any time, Landlord or Landlord's designee shall have the right to examine and to audit all of the records and reports described in Sections 3.01, 3.02 and 3.03 of this Article and, without limiting the generality of the foregoing, all of the books of account, bank statements, documents, records, tax returns and reports, and files of Tenant relating to gross receipts, and Tenant shall make any and all such documents requested by Landlord available for examination and copying at the Leased Premises or Landlord's offices, as determined by Landlord. If as a result of such examination or any other means, Tenant is found to have underpaid the percentage rent due hereunder for any period, Tenant shall (1) immediately (on or before five (5) days after demand) pay the amount so underpaid together with any other charges and interest as provided herein and immediately pay the cost of such examination or audit, and (2) at Landlord's option, shall thereafter be required to have its annual statement of gross sales prepared and certified by an independent certified public accountant designated by Landlord, all at Tenant's expense.~~

~~3.05. Administrative Charge. If Tenant fails to deliver, in a timely manner (on or before seven (7) days after the date such report is required or if no date is specified, then on or before seven (7) days after demand by Landlord), any of the reports required by this Article, Tenant shall pay to Landlord the sum of \$100.00 for each such failure as an administrative charge to compensate Landlord for its additional administrative costs and expenses arising from such failures.~~

ARTICLE 4

CONDUCT OF BUSINESS

4.01. Tenant's Business. Tenant shall operate the Leased Premises for the use and purposes for which it is let, to wit, solely as a restaurant with dancing and live entertainment. Tenant shall be operating under the name of _____ Restaurant continuously during the term of this Agreement for a minimum of 40 hours each week, including lunch time hours. In no event shall Tenant remain open after the hour of 4:00 a.m. Tenant is not required to operate its business during any time when such operations must be suspended because of casualty loss to the building, strike,

insurrection, or other cause beyond the control of Tenant or by reason of the provisions of any labor-management agreement. Tenant shall not sell, display or solicit sales in the Common Areas. Tenant shall not use or permit the use of any vending machines or public telephones on, at or about the Premises except any located in non-public areas for the benefit of Tenant's employees, without the prior written consent of Landlord. Tenant shall not commit waste, perform any acts or carry on any practices which may injure the Office Building or be a nuisance or menace to other tenants in the Office Building. Tenant shall operate its business in a dignified manner and in accordance with high standards of store operation so as to maintain a character in keeping with the rest of Office Building and so as to maximize Tenant's Gross Sales and shall, at all times when the premises are open for business with the public, keep the Premises properly equipped with fixtures, stocked with an adequate supply of merchandise and attended by adequate personnel.

In the use and occupancy of the Premises, Tenant shall comply with all laws and ordinances and all valid rules and regulations of the United States; all governmental units or agencies having jurisdiction and any other applicable government or agency thereof and all requirements of any public or private agency having authority over insurance rates.

Tenant shall at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures.

4.02. Maintenance of Common Areas. During the term of this Lease, Landlord agrees to operate and maintain the "Common Areas" (as that term is herein defined) of the Office Building, in good order, condition and repair. The obligation of Landlord pursuant hereto shall include, but not be limited to, regular cleaning of the Common Areas of the Office Building, removal of trash and debris from the Common Areas of the Office Building, repairing the asphalt and concrete portions of the Common Areas of the Office Building [including, pot holes, curbs and sidewalks], repairing storm drains and parking lot lights, maintaining the landscaped portions of the Common Areas of the Office Building [including regular grass cutting], and keeping the parking areas well lighted during the hours required pursuant hereto.

4.03. Common Areas. Landlord hereby gives to Tenant the non-exclusive right and revocable license, in common with Landlord and other tenants in the Office Building, to use all the Common Areas within the Office Building; it being understood and agreed to that the term "Common Areas" as used in this Agreement shall include, but not be limited to, parking areas, driveways, truck and delivery passages, customer loading zones, truck loading areas, entrances, exits, sidewalks and coverings therefor, mall areas not leased to specific tenants but available for use in common by all tenants, drainage and retention facilities, and landscaped and planted areas as shown or described on the site plan contained in Exhibit "A" attached hereto. Landlord may change, alter, reduce and modify the Common Areas, or allow it to be used for other purposes, including the construction of buildings and other improvements in the Common Areas. The inclusion of any item in this section does not obligate Landlord to provide such amenity, service or area to Tenant. Landlord may at any time close temporarily any common areas to make repairs or changes therein or to effect construction, repairs, or changes within the Office Building to prevent the acquisition of public rights in such areas, or to discourage noncustomer parking; and may do such other acts in and to the

Common Areas as in its judgment may be desirable to improve the convenience thereof. Tenant shall upon request promptly furnish to Landlord the license numbers of the cars operated by Tenant and its concessionaires, officers, and employees. Tenant shall not at any time interfere with the rights of Landlord or other occupants of the Office Building, or the concessionaires, officers, employees, agents, customers, or invitees of Landlord or of such other occupants to use any part of the parking areas or other Common Areas. All vehicles of Tenant, of Tenant's concessionaires, if any, or their respective officers, agents or employees, may be parked only in the employee parking area(s) of the Office Building designated by Landlord.

4.04. General. Tenant, at its sole cost and expense, shall promptly comply with (i) all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Leased Premises, including, but not limited to all laws, rules and regulations under Title III of the Americans with Disabilities Act of 1990, Public Law 101-336, to be codified at 42 USC 12181 and as modified by the Civil Rights Act of 1991, and all implementing regulations thereunder, including, but not limited to, 28 CFR Part 36 and 36 CFR Part 1191 and (ii) the rules and regulations for the Leased Premises established by Landlord. Landlord shall have the right at any time and from time to time to modify and change the rules and regulations for the Leased Premises in any reasonable and non-discriminatory manner.

4.05. Hazardous Substance. Tenant shall not, on or about the Lease Premises, make, store, use, treat, dispose of or permit any person or entity to make, store, use, treat or dispose of any (i) "hazardous substance", as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, and the Rules and Regulations promulgated pursuant thereto, as from time to time amended (herein collectively called "CERCLA") or (ii) any other hazardous waste, contaminant, petroleum, oil, radioactive or other materials the removal of which is required or the maintenance of which is prohibited, penalized or regulated by any local, state or federal agency, authority or governmental unit.

4.06. Indemnity. Tenant agrees to defend, indemnify and hold Landlord harmless, unless due to Landlord's Gross Negligence, from and against any and all claims or demands arising out of or in any manner connected with the "release" or "threatened release" of "hazardous substances", as those terms are defined in CERCLA, or contaminants, oil, petroleum, radioactive or other materials from the Leased Premises or any portion or portions thereof, arising out of or in any manner connected with the occupancy or use of the Leased Premises and any and all actions, suits and proceedings in connection with any such claim or demand and any and all loss, cost, damage, liability and expense incurred by Landlord in connection therewith, including, but not limited to, attorneys' fees and other costs of litigation. The terms of this Paragraph shall survive the expiration or termination of this Lease.

ARTICLE 5

MAINTENANCE, WASTE, AND NUISANCE

5.01. Landlord's Obligations. (1) Landlord shall maintain in good repair and condition the roof, foundation and the structural soundness of the exterior walls and floor, and any load bearing structures of the Leased Premises (but specifically excluding all windows, window glass, plate glass, and doors of the Leased Premises). However, Landlord shall not be required to repair any damage if caused by or resulting from the act, breach of this Agreement, or negligence of Tenant, its employees, officers, agents, licensees, invitees, contractors or subcontractors.

(2) Landlord shall not be obligated to make any repairs, alterations or additions required by any governmental law or regulation if such is required because of the nature of the use of the Leased Premises by Tenant or if caused by or resulting from the act, breach of this Agreement, or negligence of Tenant, its employees, officers, agents, licensees, invitees, contractors or subcontractors. At the time of occupancy space will be in compliance with codes necessary to obtain city business license; Landlord shall have the option in its sole discretion of making said repairs or terminating lease whereby neither party shall have any further obligation to the other.

(3) Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for a reasonable period of time after written notice for the need for such repairs or maintenance is given by Tenant to Landlord. There shall be no abatement of rent and no liability of Landlord by reason of injury to or interference with Tenant's business arising from the making of repairs, alterations or improvements to the Leased Premises or the Office Building. Tenant hereby waives any right it may otherwise have to make any repairs at Landlord's expense.

5.02. Tenant's Obligations. Except for repairs that Landlord is specifically obligated to make pursuant to Paragraph 5.01 (1) hereof, Tenant shall, at its sole cost and expense, keep the Premises in a safe, sightly, and serviceable condition and free from any infestation by insects, rodents, or other pests, and make all needed maintenance, repairs, and replacements for the proper operation of Tenant's business within the Premises, including, but not limited to, all maintenance, repairs and replacements to (i) the heating, ventilating, and air conditioning system serving the Premises; (ii) the exterior and interior portion of all doors, windows, window frames, plate glass, door closures, door frames and store fronts; (iii) all plumbing and sewage facilities within the premises, including free flow up to the connection to the main sewer line; (iv) all fixtures within the Premises; (v) all electrical systems serving the Premises (whether or not located within the Premises); (vi) all sprinkler systems serving the Premises; (vii) all interior walls, floors, and ceilings; (viii) any of Tenant's Work; (ix) all repairs, replacements, or alterations required by any governmental authority (including, but not limited to), alterations as shall be required for compliance with the Americans with Disabilities Act of 1990, as now or hereafter amended, and the rules and regulations from time to time promulgated thereunder; and (x) all necessary repairs and replacements of Tenant's trade fixtures required for the proper conduct and operation of Tenant's business. If at any time and from time to time during the Term, and any extensions and renewals thereof, Tenant shall fail to make any maintenance, repairs, or replacements in and to the Premises as required in this Lease, Landlord shall have the right, but not the obligation, to enter the Premises and to make such

maintenance, repairs, and replacements for and on behalf of Tenant, and all sums expended by Landlord for such maintenance, repairs, and replacements shall be deemed to be additional rent hereunder and shall be payable to Landlord upon demand. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all claims, demands, actions, damages, fines, judgments, penalties, costs (including attorney's and consultant's fees), liabilities and losses resulting from Tenant's failure to make non-structural alterations to the Premises or other accommodations required to be made, as a result of Tenant's use of the Premises, by the Americans with Disabilities Act of 1990, as now or hereafter amended, and the rules and regulations promulgated thereunder. The provision of this Section 5.02 shall survive the expiration or other termination of this Lease. At the termination of this Lease, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire or other casualty alone excepted. Tenant shall keep in force a standard maintenance agreement on all heating, ventilating, and air conditioning systems serving the Premises with a reputable heating and air conditioning service organization which shall be subject to Landlord's approval and shall provide a copy of said maintenance agreement to Landlord for its approval.

ARTICLE 6

OBLIGATIONS OF LANDLORD AND TENANT

6.01. Taxes on Tenant's Property. (1) Tenant shall pay and fully discharge all taxes imposed during the term of this Agreement (see Special Stipulations) on or with respect to the Tenant's inventory and personal property and any leasehold improvements made by Tenant and any trade fixtures placed in the Leased Premises by Tenant. Tenant shall pay all such taxes to the public officer charged with the collection thereof not less than thirty (30) days before the same shall become delinquent.

(2) Landlord may, at any time that the payment of any item of taxes which Tenant is obligated to pay under the provisions hereof remains unpaid, without notice to Tenant pay such items, and Tenant covenants to immediately reimburse and pay Landlord or Landlord's Agent any amount so paid or expended in the payment of the items specified in the notice, with the interest thereon at the rate of eighteen percent (18%) per annum from the date of such payment by Landlord until paid by Tenant.

(3) All taxes assessed prior to but payable in whole or in installments after the effective date of the lease term shall be adjusted and prorated, so that Tenant shall pay its prorated share for the lease term.

6.02. (1) Landlord agrees to pay all taxes, assessments, governmental charges and fees of any kind and nature whatsoever (herein collectively referred to as the "Taxes") (including, but not limited to fees and expenses of consultants, attorneys, appraisers and experts engaged by Landlord in

connection with efforts to secure lowered tax assessments or to resist increased assessments] lawfully levied or assessed against the buildings, parking areas, driveways and other improvements comprising the Office Building. ~~Tenant shall pay to Landlord \$691.78, as additional monthly rent.~~ Tenant's pro rata share of the taxes pursuant to terms of Section 2.03 hereof.

(2) Tenant's "pro rata share", as used in this Paragraph shall be and mean a fraction, the numerator of which is the number of gross leasable square feet contained in the Leased Premises and the denominator of which shall be number of gross leasable square feet contained in all of the buildings within the Office Building (including the Leased Premises).

(3) In the event a sales or use tax is assessed against Landlord on account of the rents received from Tenant under this Lease and/or a franchise tax, assessment, levy or charge is assessed against Landlord which is measured by or is based on, in whole or in part, the rents received from Tenant under this Lease, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant.

(4) Any payment to be made pursuant to the terms hereof with respect to the year in which this Lease commences or terminates shall be prorated.

6.03. Alterations, Additions, and Improvements. Tenant shall not make any alterations, additions, or replacements to the Premises, or any repairs required of Landlord under Section 5.01 of this Lease, without the prior written consent of Landlord, except for Tenant's Work and the installation of unattached moveable fixtures which may be installed without drilling, cutting, or otherwise defacing the Premises. All alterations, additions, and improvements made in and to the Premises and all floor covering that is cemented or adhesively fixed to the floor and all fixtures (other than trade fixtures) which are installed in the Premises shall remain in and be surrendered with the Premises and shall become the property of Landlord at the expiration or sooner termination of this Lease. So long as Tenant is not in default hereunder, Tenant shall have the right to remove its trade fixtures from the Premises, provided that Tenant shall repair and restore any damage to the Premises, caused or occasioned by such removal.

(2) All Tenant's work and all repairs, alterations, additions and improvements done by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and at such times and in such manner as will cause a minimum of interference with other construction in progress and with the transaction of business in Office Building. Whenever Tenant proposes to do any construction work within the Premises, Tenant shall first furnish to Landlord plans and specifications covering such work in such detail as Landlord may reasonably request. Such plans and specifications shall comply with such requirements as Landlord may from time to time prescribe for construction within the Office Building and shall be in compliance with all applicable laws and governmental and quasi-governmental rules and regulations, including without limitation, the Americans with Disabilities Act of 1990, as now or hereafter amended. In no event shall any construction work be commenced within the Premises without Landlord's written approval of such plans and specifications. Landlord's approval shall be conclusively deemed given unless Landlord objects or comments within thirty (30) days following tender of said plans and

specifications. At least thirty (30) days prior to the commencement of any approved construction work Tenant agrees to deliver or cause to be delivered to Landlord policies or certificates of insurance in companies licensed to do business in the state in which the Office Building is located, and in a form satisfactory to Landlord, providing public liability insurance coverage of not less than \$2,000,000 single limit coverage, said policy or policies naming Tenant, its general contractor, all subcontractors, Landlord and its employees as insured parties and covering any and all liability arising out of or in any manner connected with the work to be performed on the Premises by Tenant and additionally Tenant shall deliver a policy or certificate of insurance evidencing worker's compensation coverage. All such certificates and policies shall provide that Landlord shall be given a minimum of thirty (30) days written notice by any insurance company prior to cancellation, termination or change of any coverage.

6.04. Covenant Against Liens. Tenant shall not suffer or permit any materialmen's mechanics', artisans' or other liens to be filed or placed or exist against the land or building of which the Premises are a part, or Tenant's interest in the Premises by reason of work, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under the Tenant, and nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements, alterations or repairs of the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of a materialmen's, mechanics' or other lien against the Premises or the Office Building. If any such lien should, at any time, be filed, Tenant shall cause the same to be discharged of record within fifteen (15) days after the date of filing the same. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by a deposit in court or by posting a bond. Any amount paid by Landlord for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by 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.

6.05. Utility and Other Charges. Tenant shall promptly pay all charges for electricity, water, sewer, telephone, gas (where applicable), and chilled water service (where applicable) furnished to the Premises, including any impact fees and connection fees, or a portion thereof, attributable to Tenant's use of such services, and Landlord may, if it so elects, furnish one or more of such services to Tenant, and, in such event, Tenant shall purchase such services as are tendered by Landlord and shall pay for such services at the rates established therefore by Landlord, provided that such rates shall not exceed the rates which would be charged for the same service if furnished directly by the applicable public utility then furnishing such service. In the event that at any time, Tenant shall fail to promptly pay any of the foregoing charges, Landlord shall have the right, but not the obligation, to pay such charge or charges for and on behalf of Tenant and such amounts so

paid shall be deemed to be additional rent hereunder and shall be payable by Tenant to Landlord upon demand.

In the event Tenant is not billed directly by the appropriate authority for water consumed on the Premises and/or for sewer rents or charges, the bill rendered by Landlord for the above shall be based upon Tenant's prorated share of such service as determined by Landlord and shall be payable by Tenant within five (5) days of receipt of Landlord's bill, and such costs or expenses incurred or payments which are made by the Landlord for water or sewer service used on the Premises shall be deemed to be additional rent payable by Tenant and collectible by Landlord as such.

6.06. Interruption. Landlord shall in no event be liable for any interruption, discontinuance or failure of any utility or other service furnished to the Leased Premises. Any interruption, discontinuance or failure of any utility or other service shall not constitute an eviction (constructive or otherwise) or give Tenant the right to claim any damages against Landlord or any right to withhold, reduce or abate the payment of the rent or any other sum due Landlord under the terms of this Lease.

6.07. Rearrangement. The Landlord shall have the right to rearrange the Office Building from time to time. Said rearrangement shall include the right to build any additional structures, buildings, drives, and parking areas, or otherwise alter the arrangement of the Office Building in any way.

~~6.08. Relocation. a) Landlord shall have the sole and exclusive right to relocate the premises to another location within the Office Building at any time prior to commencement of the term hereof, provided: (1) the new premises are substantially equivalent in area; (2) Tenant shall incur no cost of expense in connection with the relocation; (3) the minimum rental shall be at the same rate per square foot.~~

~~(b) During the term of this Lease, Landlord shall have the sole and exclusive right, upon giving not less than sixty (60) days prior written notice, to relocate the Premises, provided that (i) the new premises are substantially equivalent in area; (2) all costs and expenses related to the movement of Tenant shall be borne by Landlord. If relocation occurs, this lease shall remain in full force and effect, and the new premises shall become the Premises for all purposes set forth in this lease. If the Tenant's initial Premises are less than 5,000 rentable square feet in area, Tenant shall have no right to reject the new premises. If the Tenant's initial Premises are at least 5,000 rentable square feet in area, Tenant may accept or reject the new premises within ten (10) days of receipt of notice. If Tenant rejects the new premises, Landlord shall have the right, exercisable within ten (10) days, to cancel and terminate this Lease effective seventy (70) days following receipt of written notice.~~

~~(c) The foregoing notwithstanding if the premises the Landlord has designated for the Tenant to be moved is not satisfactory to Tenant, then Tenant may terminate this lease upon thirty days written notice after new premises have been specified to Tenant.~~

6.09. Signs, Store Fronts and Roof. Tenant shall not (i) paint, decorate or make any changes to the store front of the Premises; (ii) install

any exterior lighting, awning, or protrusions, or any exterior signs, advertising matter, decoration or painting; (iii) install any drapes, blinds, shades or other coverings on exterior windows and doors; (iv) affix any window or door lettering, sign decoration or advertising matter to any window or door glass; or (v) erect or install any signs, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, excepting only dignified displays of customary type in store windows. Tenant shall, if requested by Landlord, install at Tenant's expense an exterior sign conforming to the general appearance of other signs in Office Building and the Sign Criteria set forth in Exhibit "E" (if used). Tenant shall at all times keep all signs in good condition, in proper operating order and in accordance with all applicable government regulations.

Use of roof of the Premises is reserved to Landlord, and Landlord may install upon the roof equipment, signs, antenna, displays, and other objects and may construct additional stories above the Premises, provided any such use does not unreasonably interfere with Tenant's occupancy of the Premises.

If Landlord should undertake any remodeling or renovation of the Office Building which requires modification of Tenant's signs, then Tenant shall, if required by Landlord, conform to the standard Sign Criteria used for such remodeling or renovation.

ARTICLE 7 INSURANCE

7.01. Landlord's Insurance. Landlord agrees to keep and maintain during the term hereof fire and extended coverage insurance covering loss and damage to the Office Building, and such other insurance as Landlord in its sole discretion deems appropriate. Tenant shall immediately and fully reimburse Landlord if Landlord's cost of such insurance increases in whole or in part because of the acts or omissions of Tenant, its officers, employees, agents, concessionaires, assignees, subtenants, customers, invitees, contractors or subcontractors.

7.02. Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, not later than fifteen (15) days prior to the commencement of the lease term, secure from a good and responsible company or companies acceptable to Landlord doing insurance business in the State of Georgia and maintain during the entire term of this Agreement, the following insurance coverages:

(a) Against fire, extended coverage, vandalism, malicious mischief perils, and standard "all risk" protection, including without limitation coverage for Tenant's Contents in an amount of not less than ninety percent (90%) of the full replacement cost thereof;

(b) Coverage under Section 7.02(a) shall also extend to any heating and air conditioning equipment, miscellaneous electrical apparatus and all other insurable objects owned or operated by Tenant or by other persons (other than

Landlord) on behalf of Tenant in the premises, or relating to or serving the Premises;

(c) Against any liability arising out of the ownership, use, occupancy, operation or conduct of business from, or maintenance of the Premises and all areas appurtenant thereto; such insurance to be in the form of a combined single limit policy in an amount of not less than One Million Dollars (\$1,000,000.00) and to insure performance by Tenant of the indemnity provisions of Article 10, and to contain a broad form general liability endorsement; it being further understood and agreed to by Tenant that Tenant shall increase said insurance coverage as required by Landlord, not more frequently than once each year, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate;

(d) Business interruption insurance in such amount as will reimburse Tenant for direct or indirect loss of earnings attributable to all such perils insured against and cover Tenant's obligation for the fixed minimum rent, percentage rent and additional rent due Landlord during said interruption;

(e) Workmen's compensation insurance covering all Tenant's employees working in the premises.

On securing the foregoing coverages, Tenant shall give to Landlord written notice thereof together with true and accurate copies of the respective policies.

7.03. Additional Insured. Landlord, Lender, and Property Manager, any other party with a reasonable insurable interest in the Office Building or the Leased Premises, shall be named as an additional insured on the aforementioned policies of Tenant's insurance.

7.04. Subrogation Waiver. Tenant agrees that, in the event of loss due to any of the perils for which it has agreed to provide insurance, it shall look solely to its insurance for recovery, and fully and completely waives any rights of subrogation it may have as against Landlord or any other party who may be named as an additional insured under any of Tenant's insurance.

7.05. Protection Against Cancellation. Proof must also be given by Tenant to Landlord that each of the policies provided for in this article expressly provides that the policy shall not be canceled or altered without thirty (30) days' prior written notice to the other party. Not less than fifteen (15) days prior to the expiration of any such policies, Tenant shall furnish to Landlord renewal policies or binders therefor, such that there will be no lapse in coverage. Otherwise, Landlord may, but is not required to and shall incur no liability as a result thereof, secure such coverages for Tenant as it may determine to be appropriate and charge the cost thereof to Tenant, for which Tenant shall immediately reimburse Landlord. Tenant shall neither take nor fail to take any action, the result of such act or omission would be to invalidate or cause the termination of any such policies described in this Article.

7.06. Proceeds. Subject to Loans on subject property, Proceeds from any such policy or policies shall be payable to Landlord, who may use such proceeds to make repairs or improvements as provided below, or who may take such other action as may be consistent with the provisions hereof.

ARTICLE 8

DESTRUCTION OR DAMAGE

8.01. Destruction of Leased Premises. (1) If any of improvements on the Leased Premises are damaged or destroyed by fire, flood, or other casualty, Tenant shall give immediate written notice thereof to Landlord.

(2) If the Leased Premises should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged, that rebuilding or repairs cannot reasonably be completed within one hundred eighty days from the date of receiving the last of all necessary approvals and permits then at the option of either Landlord or Tenant, this Agreement shall terminate and rent shall be abated for the unexpired portion of this Agreement, effective as of the date of said written notification.

(3) If the Leased Premises should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within sixty (60) days from the date of written notification by Tenant to Landlord of the occurrence of the damage, this Agreement shall not terminate, but Landlord shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, rebuild or repair the Leased Premises to substantially the same condition in which they existed prior to such damage; provided, however, nothing contained herein shall require Landlord to repair or replace any element of the Leased Premises which was constructed or added thereto by or on behalf of Tenant, or the cost of replacement of which is covered by Tenant's insurance. In such case, Tenant shall repair and restore such elements of the Leased Premises. If the casualty occurs during the final twelve (12) months of the lease term, Landlord shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably.

ARTICLE 9

CONDEMNATION

9.01. Total. In the event all or a substantial portion of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof (herein collectively referred to as a "Taking") and the Taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which they are then being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of the term of this Lease effective on the date the condemning authority takes possession of the Leased Premises. Landlord shall notify Tenant in the event Landlord receives notice of a proposed Taking.

9.02. Partial. In the event a portion of the Leased Premises or the building in which the Leased Premises are located shall be subject to a Taking and this Lease is not terminated as provided in the Paragraph 9.01. hereof,

Landlord may either (i) terminate this Lease by notice to Tenant effective as of the date which is ninety (90) days after the date of such notice or (ii) restore and reconstruct the Leased Premises or the building in which the Leased Premises are located and any other improvements situated on the Leased Premises to the extent necessary to make the Leased Premises tenantable. In the event Landlord elects to restore the Leased Premises, the rent payable under this Lease for the unexpired portion of the term of this Lease shall be adjusted in such a manner which is proportionate to the space so taken.

9.03. Award. In the event of any Taking of all or a portion of the Leased Premises or the building in which the Leased Premises are located, Landlord shall be entitled to receive all of the award made in connection with such Taking, including, without limitation, any award for the value of the unexpired term of this Lease. Tenant shall not be entitled to receive any award for the loss of its leasehold advantage. In the event there is an allocation in the award made to Landlord for moving or business interruption expenses of Tenant, Landlord shall pay such designated portion of the award to Tenant on or before ten (10) days after its actual receipt thereof. Notwithstanding anything contained herein to the contrary, Landlord shall not be obligated to seek recovery of such expense for or on behalf of Tenant.

ARTICLE 10

INDEMNITY AND RELEASE

10.01. Indemnification. Tenant agrees to indemnify and hold Landlord harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Tenant's business in the Leased Premises or from any breach on the part of Tenant of any conditions of this Agreement, or from any act, failure, omission and negligence of Tenant or its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Leased Premises, common areas, or other parts of the Office Building. In case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel acceptable to Landlord.

10.02. Release from Liability. Tenant hereby agrees that Landlord shall not be liable for, and Tenant hereby releases Landlord from, any liability for any injury to Tenant's business or any loss of income therefrom, or for damage or injury to Tenant's property, employees, invitees, customers, or any other person in and about the Leased Premises, regardless of the cause of such injury or damage, including but not limited to, any injury to person or damage to property on or about the Leased Premises caused by (i) the negligence or misconduct of Tenant, its agents, servants or employees or by any other person entering the Leased Premises under express or implied

invitation of Tenant, (ii) the Leased Premises or the building in which the Leased Premises are located being out of repair or in disrepair, (iii) leakage of gas, oil, water, steam or electricity into the Leased Premises, (iv) the breakage of pipes and plumbing in the Leased Premises, (v) any latent defect, deterioration or change in the condition of the Leased Premises, or (vi) due to any other cause whatsoever. Landlord shall not be liable to any party for injuries or damages resulting from the act of any other tenant of the Office Building, unless due to the gross negligence of Landlord, it's agents, or employees.

ARTICLE 11

DEFAULTS AND REMEDIES

11.01. The occurrence of any of the following shall constitute an event of default hereunder by Tenant:

- (a) The rent payable under this Lease (including Minimum Guaranteed Rental, , and any additional rent) or any other sum of money due hereunder is not paid when due, and if failure to pay continues for more than five (5) days after Landlord mails notice to Tenant. Provided however, that Landlord shall not be required to provide Tenant with the notice and five-day period set forth in this Subparagraph more than twice per Lease Year, during each Lease year and the third and each subsequent failure to timely pay such sums shall immediately constitute an event of default hereunder;
- (b) The Premises are deserted, vacated, or not used as regularly or consistently as would normally be expected for similar premises put to the same or similar purposes as set forth herein, even though the Tenant continues to pay the stipulated rent, and such condition is not corrected within ten (10) days after Landlord mails notice thereof to Tenant. Provided, however, that Landlord shall not be required to provide Tenant with the notice and ten-day period set forth in this Subparagraph more than once during the Term of this Lease, and the second and each subsequent occurrence of such condition shall immediately constitute an event of default hereunder;
- (c) Tenant files any petition for debt relief under any section or chapter of the national or federal Bankruptcy Code or any other applicable federal or state bankruptcy, insolvency or other similar act;
- (d) Any petition is filed against Tenant under any section or chapter of the national or federal Bankruptcy Code or any other applicable federal or state bankruptcy, insolvency or other similar act, and such petition is not dismissed within sixty (60) days after the date of such filing;

- (e) Tenant shall become insolvent or transfer property to defraud creditors;
- (f) Tenant makes material misrepresentations to Landlord prior to or contemporaneously with the execution of this Lease;
- (g) Tenant shall make an assignment for the benefit of creditors;
- (h) A receiver is appointed for any of Tenant's assets, and such receiver is not removed within sixty (60) days of Tenant's receipt of notice from Landlord to obtain such removal;
- (i) A lien is filed against the Premises or Landlord's estate therein by reason of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, for or to Tenant or anyone holding the Premises by, through or under Tenant, and Tenant fails to cause the same to be vacated and canceled of record, or bonded off in accord with the provisions of this Lease, within twenty (20) days after the filing date thereof; or,
- (j) Tenant fails to observe, perform and keep each and every of the covenants, agreements, provisions, stipulations and conditions contained in this Lease to be observed, performed and kept by Tenant, including without limitation the "Rules and Regulations" for the project of which the Premises is a part, and, unless otherwise specified herein, Tenant persists in such failure for twenty (20) days after mailing of notice by Landlord requiring that Tenant correct such failure.

11.02. Upon the occurrence of any event of default, Landlord shall have the option to do and perform any one or more of the following, in addition to, and not in limitation of, any other right or remedy available to Landlord at law or in equity or elsewhere under this Lease:

- (a) Terminate this Lease in which event the Lease shall terminate on the date specified in the Notice of Termination and Tenant shall surrender the Premises to Landlord on the date specified in the Notice. Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, and expel and remove any and all property located in or about the Premises, all by force, if necessary, without being subject to prosecution or liable for any claim for damages therefore. In addition to any other amounts due as provided by law or in this Lease, Landlord may recover from Tenant all amounts previously due under this Lease and all damages Landlord may incur by reason of Tenant's breach, including the cost of recovering the Premises and attorneys' fees in the amount of fifteen (15%) percent of all sums due. In addition to all rent and other amounts previously due and unpaid under the terms and conditions of the Lease, Landlord shall be entitled to collect as liquidated damages and not as a penalty the accelerated present value of the rent, including any other sums treated as additional rent hereunder, and all other sums

provided herein to be paid by Tenant during the remainder of this Lease Term (the "Rent Balance"), less the Net Rental Value of the Premises, as hereinafter defined. The term "Net Rental Value" shall mean the fair rental value of the Premises for the remainder of the Lease Term (taking into account relevant factors such as an assessment of future market conditions and the probability of reletting the Premises) reduced to present value, less the Landlord's costs, expenses and attorneys' fees in connection with preparation of the Premises for reletting and with the reletting itself; provided however, the parties agree that in no event shall the Net Rental Value exceed the Rent Balance. The parties agree that the damages caused by the Tenant's default would be difficult or impossible to accurately estimate and that this measure of damages is a reasonable pre-estimate of the Landlord's probable loss resulting from Tenant's breach. The acceptance of this liquidated damages set forth in this Paragraph shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenants of this Lease. The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease;

- (b) Not elect to terminate this Lease (disregarding whether the Lease terminates as a matter of law) but rather enter upon and take possession of the Premises, and expel or remove Tenant or any other person who may be occupying the Premises or any part thereof, and expel or remove any and all property located in or about the Premises, all by force, if necessary, and, if Landlord so elects, make such alterations (including alterations or locks and security devices) and repairs as may be necessary to relet the Premises and, if Landlord so elects, relet the Premises or any part thereof at such rent and for such term and subject to such terms and conditions as Landlord may deem advisable. Upon any such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any damages incurred by Landlord by reason of Tenant's breach other than as described below and any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and reasonable attorneys' fees and reasonable costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent payable hereunder after application of any rentals received from any reletting. Actions to collect amounts payable by Tenant may be brought from time to time on one or more occasions, without waiting until expiration of the Term. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.
- (c) Do whatever Tenant is obligated to do by the provisions of this Lease and enter the Premises, by force if necessary, without being subject to prosecution or liable for any claims for damages

therefor, in order to accomplish this purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in thus effecting compliance with this Lease on behalf of Tenant, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise;

- (d) If Landlord exercises any of the remedies set forth in Subparagraphs (a), (b) or (c) of this Paragraph, in addition to all other costs and expenses Landlord shall be entitled to recover under this Lease, Landlord shall also be entitled to recover (i) the cost of performing any other covenants which would have otherwise been performed by Tenant; (ii) the amount of any rent which was in whole or in part conditionally forgiven; (iii) all sums expended by Landlord, and not previously reimbursed to Landlord by Tenant, in connection with improving or repairing the Premises to Tenant's specifications; and, (iv) all costs and expenses incurred by Landlord in connection with the termination of this Lease and eviction of Tenant, including attorneys' fees of fifteen percent (15%) of the aggregate liquidated damages due hereunder;
- (e) In the event that Landlord elects to terminate this Lease, or to terminate Tenant's right of possession of the Premises without terminating the Lease, as provided in this Paragraph 11.02, or the Lease is terminated by authority of law, Landlord shall be entitled, but not required, to store any personal property of Tenant or any subtenant which shall remain in the Premises after the termination of this Lease and the removal of Tenant or subtenant from the Premises. Landlord shall have a lien on such property, which may be discharged by Tenant upon payment of arrearage due under the Lease, plus payment of Landlord's storage and administrative costs. At the end of the ten (10) day period following termination of the Lease, or termination of Tenant's right of possession, such property shall be conclusively deemed to have abandoned by Tenant. The foregoing provisions of this Paragraph shall be without prejudice to any election by Landlord that Tenant's failure to remove its property constitutes a holding over by Tenant.

11.03. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other sum due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

11.04. It is understood and agreed that the following shall apply in the event of the bankruptcy of insolvency of Tenant:

- (a) If a petition is filed by, or an order for relief is entered against Tenant under Chapter 7 of the Bankruptcy Code, and the

trustee of Tenant elects to assume this Lease for the purpose of assigning it, such election or assignment or both may be made only if all of the terms and conditions of Subparagraphs (b) and (d) below are satisfied. To be effective, an election to assume this Lease must be in writing and addressed to Landlord and, in Landlord's business judgment, all of the conditions hereinafter stated, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied. If the trustee fails so to elect to assume this Lease within sixty (60) days after the bankruptcy petition is filed, this Lease will be deemed to have been rejected, and Landlord shall then immediately be entitled to possession of the Premises without further obligation to Tenant or the trustee, and this Lease shall be terminated. Landlord's right to be compensated for damages in the bankruptcy proceeding, however, shall survive such termination.

- (b) If Tenant files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or if a proceeding filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13 proceeding, and Tenant's trustee, or Tenant as debtor-in-possession, fails to assume this Lease within sixty (60) days from the date of the filing of such petition or conversion, then the trustee or the debtor-in-possession shall be deemed to have rejected this Lease. To be effective, any election to assume this Lease must be in writing addressed to Landlord and, in Landlord's business judgment, all of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied:
- (i) The trustee or the debtor-in-possession has cured, or has provided to Landlord adequate assurance, as hereinafter defined, that the trustee will cure, all monetary defaults under this Lease within ten (10) days from the date of assumption, and will compensate Landlord for all pecuniary losses it has incurred as a result of the Tenant's default.
 - (ii) The trustee or the debtor-in-possession has provided Landlord with adequate assurance of the future performance of each of Tenant's obligations under this Lease.
 - (iii) For purposes of this Subparagraph, "adequate assurance" shall mean that:
 - (1) Landlord determines that the trustee or the debtor-in-possession has, and will continue to have, sufficient unencumbered assets, after the payment of all secured obligations and administrative expenses, to assure Landlord that the trustee or the debtor-in-possession will have sufficient funds to fulfill, in a timely manner, Tenant's obligations under this Lease; and
 - (2) An order shall have been entered segregating sufficient cash payable to Landlord, and/or a valid and perfected first lien on and security interest in

nor otherwise by operation of law under the laws of the state having jurisdiction of the person or property of Tenant, unless Landlord consents in writing to such transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity will not be deemed to have waived or waive either the requirement of Landlord's consent or, in the event of any transfer of Tenant's interest in the Lease without such consent, the Landlord's right to terminate this Lease.

11.05. No act or thing done by Landlord or Landlord's agent during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is in writing and executed by Landlord. Any waiver of or redress for any violation of any covenant or condition contained in this Lease or any of the Rules and Regulations now or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation.

ARTICLE 12

LANDLORD'S RIGHT OF ENTRY

Landlord may card the premises "For Rent" ninety (90) days before the termination of the lease. Landlord may enter the Leased Premises at reasonable hours to inspect the Leased Premises, to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or for the purpose of maintaining or making repairs or alterations to the Leased Premises or Landlord's adjoining property, if any.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

13.01. Tenant, for itself, its heirs, its distributees, executors, administrators, legal representatives, successors and assigns, covenants that it will not assign, mortgage or encumber this Lease, nor sublease, or permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Landlord in each instance. After 160 days from the commencement of this Lease, the transfer of control or of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant of this Lease or a majority interest in any partnership tenant or subtenant whether in a single transaction or in a series of transactions, will be an assignment of this Lease or if such sublease requiring Landlord's prior written consent which Landlord's consent shall not be unreasonably held in each instance, provided that Landlord's consent shall not be required in the event of devise and inheritance. The transfer of outstanding capital stock of any corporate tenant, for purposes of this Article, will not include any sale of such stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934 as amended, and which sale is effected

through the "over-the-counter-market" or through any recognized stock exchange.

13.02. Landlord and Tenant hereby agree that the granting of consent by Landlord shall be preconditioned upon the fulfillment of the following, and other reasonable, requirements of Landlord:

(a) Landlord shall be provided with at least thirty (30) days written notice to any proposed assignment or subletting;

(b) Notwithstanding any assignment or subletting, Tenant shall not be released from any obligations under the Lease, including the payment of rent, and Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease;

(c) Any proposed assignee or sublessee shall assume in a writing acceptable to Landlord, all of the obligations of Tenant hereunder;

(d) No use shall be employed in connection with the Premises other than the permitted use set forth in this Lease;

(e) The Premises shall remain intact and unaltered in any manner whatsoever;

(f) The net worth of the proposed subtenant/assignee must be at least equal to the greater of Tenant's net worth immediately preceding the proposed transfer or an amount acceptable to Landlord;

(g) The business reputation of the proposed subtenant/assignee must be in accordance with generally acceptable commercial standards;

(h) The percentage rents of the proposed subtenant/assignee, or the prospect of percentage rents, must be at least equal to that of Tenant;

(i) The managerial and operational skills of the proposed subtenant/assignee must be at least equal to those of Tenant;

(j) The use of the Premises by the proposed subtenant/assignee will not violate or create any potential violation of any laws, nor will it violate any other agreements affecting the Premises, Landlord or other tenants of the Office Building; and

(k) The proposed assignee or sublessee will not create traffic congestion or an unreasonable burden on existing parking.

13.03. It shall not be unreasonable for Landlord to withhold its consent to any proposed assignment or sublease if (i) the proposed assignee's or sublessee's anticipated use of the Premises involves the generation, storage, use, treatment or disposal of Hazardous Materials; (ii) the proposed assignee or sublessee has been required by any prior landlord, lender, or governmental authority to take remedial action in connection with Hazardous Materials contaminating a property if the contamination resulted from such

assignee's or sublessee's actions or use of the property in question; or (iii) the proposed assignee or sublessee is subject to an enforcement order issued by any governmental authority in connection with the use, disposal, or storage of Hazardous Material.

13.04. Any assignment or sublease in violation of this Article shall be void. If this Lease is assigned, or if the Premises or any part of the Premises are subleased or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupancy, and apply the net amount collected to Rent. No assignment, sublease, occupancy or collection will be deemed (a) a waiver of the provisions of this Article; or (b) the acceptance of the assignee, subtenant or occupancy as tenant; or (c) release Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease will not be construed to relieve Tenant from obtaining Landlord's prior written consent in writing to any further assignment or sublease. No permitted subtenant will assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others, without Landlord's prior written consent in each instance.

13.05. Tenant will not be entitled to make, nor will Tenant make, any claim, and Tenant by this Section waives any claim, for money damages (nor will Tenant claim any money damages by way of set-off, counterclaim or defense) based upon any claim connected with Landlord's non-granting of consent to a proposed assignee or sublessee of Tenant. Tenant's sole remedy will be an action or proceeding to enforce any such provision, or for specific performance, injunction, or declaratory judgment.

13.06. In the event Tenant is granted written consent to assign this Lease or sublet the Premises, Tenant shall promptly remit to Landlord an administrative charge of \$1,000.00 to assist Landlord in its administrative expenses, exclusive of legal fees, incurred for assignment of this Lease and/or sublet of the Premises.

ARTICLE 14

RULES AND REGULATIONS

Tenant agrees and covenants to faithfully and strictly comply with the rules and regulations contained in Exhibit "C" hereto, and such modifications thereto and additional rules and regulations which Landlord may from time to time reasonably make and adopt for the safety, care and cleanliness of the Office Building or for the preservation of good order therein.

ARTICLE 15

MISCELLANEOUS

15.01. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,

administrators, legal representatives, successors, and assigns when permitted by this agreement.

15.02. Notices and Addresses. (a) Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice or (iii) if delivered by courier or express mail service, telegram or mailgram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery.

Landlord: Venture Capital Properties, Inc.
c/o Ben F. Kushner Co.
19241 Birmingham Highway
Alpharetta, GA 30201

Tenant: Yuri B-6, Inc.
C/o Thomas Dixon
6075 Roswell Road
Atlanta, Ga. 30328

The Tenant and the Landlord may by notice to the other in the manner provided above, designate a different address for receiving notices under this Agreement. A post office box shall not be the only notice address for a party. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery of any notice or the absence of anyone at a notice address to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or legal holiday generally observed in the city when notice is delivered.

(b) The residence of the Tenant, or, in the case of a corporate Tenant, the address of the registered agent of said corporation is as follows:

(c) In the event the address of Tenant as set forth herein is not or should ever cease to be the correct address of the residence of said Tenant, or, in the case of a corporate Tenant, the correct address of the registered agent of said corporation, then said Tenant is required to provide to Landlord in the manner by which notices are to be given under this Agreement with such information in writing within ten (10) days after Tenant's change of address of said residence or change of address of said registered agent, and in the event this does not occur, this shall be an event of Default under this Agreement.

15.03. Applicable Law. This agreement shall be construed under and in accordance with the laws of the State of Georgia. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant and no estate

shall pass out of or be conveyed by Landlord. Tenant has only a usufruct which is not subject to levy and sale and is not assignable.

15.04. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15.05. Sole Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

15.06. Amendments or Modification. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

15.07. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

15.08. No Waiver of Default. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

15.09. Force Majeure. Neither Landlord nor Tenant (except for the payment of rent and other sums required to be paid by Tenant under the terms hereof) shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Landlord or Tenant and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome.

15.10. Time is of the essence of this agreement.

15.11. Exculpation of Landlord and Agent. Landlord and Ben F. Kushner Co.'s and obligations and liability to Tenant, if any, with respect to this Lease shall be limited solely to Landlord's interest in the Leased Premises, and neither Landlord nor any joint venturers (if any), officers, directors or shareholders, employees of or in Landlord shall have any personal liability whatsoever with respect to this Lease. If Landlord shall convey title to the Leased Premises pursuant to a sale or exchange of property or otherwise, the Landlord shall not be liable to Tenant or any immediate or remote assignee or successor of Tenant as to any act or omission from and after the date of such conveyance.

15.12 Estoppel Certificates. Landlord and Tenant hereby agree that any time and from time to time during the term of this Agreement, upon not

less than ten (10) days' written notice from the other party, they shall execute and deliver to such other party a statement in writing certifying the following: that this Agreement is unmodified and in full force and effect, or, if modified, stating the nature of such modification; stating the date to which the rent is paid, and the amount of any advance rent; and the amount of any advance rent; and acknowledging that there are not, to its knowledge, any uncured defaults on the part of either party, or specifying the nature of such defaults, if claimed, or any events which, with the giving of notice or the passage of time, or both, would constitute defaults. If either party fails to execute such a statement, then after five (5) days' written notice and opportunity to cure have been given and expired, each party hereby names, appoints and constitutes the other as its true and lawful attorney-in-fact, to execute such a statement for it. Such statements may be conclusively relied upon by any prospective purchaser of the Office Building, any holder of any mortgage, or by any permitted subtenant or assignee of Tenant.

15.13. Captions. The titles of articles hereof and captions herein are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the intent or construction of the terms of this Agreement.

15.14. Rights of Mortgagee.

A. Subordination. This Lease is and shall be automatically subject and subordinate to any security deed encumbering the Office Building and to any and all advances to be made thereunder and to all renewals, modifications and extensions thereof. It is the intention of Landlord and Tenant that the foregoing subordination shall be self-operating without any further agreement of Tenant.

B. Attornment. In the event any mortgagee exercises the power of sale or accepts a deed in lieu of foreclosure under any security deed, Tenant agrees, in consideration for the subordination of this Lease set forth above, to attorn to and recognize the purchaser, at such sale, as landlord under this Lease. Tenant acknowledges that the purchaser at such sale shall not be liable for any act or omission of Landlord (or any prior landlord) or subject to any claims which Tenant may have against Landlord (or any prior Landlord).

C. Confirmation. In the event the mortgagee requires confirmation of the agreements contemplated in this Paragraph, Tenant agrees, on or before seven (7) days after request to execute and deliver to Landlord such instrument as the mortgagee may reasonably require. In the event Tenant fails to do so, Landlord is hereby irrevocably vested with full power and authority to confirm the subordination of Tenant's interest under this Lease to the mortgagee.

15.15. Corporate Authority. If Tenant signs as a corporation, each person executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation in good standing in the state of its incorporation, that Tenant has and is qualified to do business in Georgia, and that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so.

15.16. Broker Disclosure. Ben F. Kushner Co. has acted as Agent for Landlord in this transaction and is to be paid a commission by Landlord. The Broker warrants that each holds a Georgia Real Estate Broker's License.

15.17. Consent to Jurisdiction. By its execution hereof, Tenant hereby consents to personal jurisdiction in the state courts located in Fulton County, Georgia with respect to any disputes arising between the parties hereto. By its execution hereof, Tenant irrevocably waives the defense of lack of personal jurisdiction in any such action brought by Landlord.

ARTICLE 16

METHOD OF PAYMENT AND OTHER CHARGES

16.01. Method of Payment. If during the term of this Agreement, any check tendered by Tenant for amounts due hereunder is dishonored, returned for insufficient funds or otherwise not promptly paid, Tenant shall promptly pay the amount of the dishonored check, along with applicable late charges, to Landlord or Landlord's agent by certified or cashier's check and Landlord, or Landlord's agent, shall have no obligation to accept any other form of payment. In addition, Tenant shall pay to Landlord or Landlord's Agent processing and handling fee of Twenty-Five Dollars (\$25.00) for any check tendered by or on behalf of Tenant which is returned because of insufficient or uncollected funds to compensate Landlord for its additional administrative costs and expenses in handling such items.

16.02. Place and Time of Payment. Unless and until notified otherwise by Landlord or Landlord's Agent, Tenant shall make all checks for all amounts due hereunder payable to the order of Ben F. Kushner Co. as agent for Landlord. All amounts due from Tenant hereunder shall be paid at Agent's offices at 19241 Birmingham Highway, Alpharetta, GA 30201, or at such other location as Landlord or Landlord's Agent may notify Tenant. No payment shall be considered made until the business day such payment is received at such office, and, if such day is a Saturday, Sunday or legal holiday, the first business day thereafter. Any payment received at such office after 5:00 p.m. shall be considered received on the next business day.

16.03. Late Charges. Anything herein to the contrary notwithstanding, Landlord and Tenant hereby expressly covenant and agree that there shall be due and payable to Landlord or Landlord's Agent by Tenant, as of the fifth (5th) day of each month during the term hereof, a Late Charge in an amount equal to five percent (5%) of all sums which are then due and payable hereunder but have not, as of such date, been received in Agent's office. The payment of said Late Charge by Tenant, and/or the acceptance thereof by Agent, shall not be construed as a waiver of any other right or remedy of Landlord, exercisable by reason of Tenant's failure to make payment to Agent as and when due hereunder.

16.04. Interest on Past Due Obligations. In addition to any Late Charge arising thereon, any amount due from Tenant to Landlord or Landlord's agent hereunder which is not paid when due shall bear interest at a rate equal to the greater of (i) fifteen percent (15%) per annum, or (ii) a rate of two percent (2%) per annum over the published prime rate of The Trust Company Bank

of Atlanta, Georgia, from time to time in effect from the due date until paid (but in no event at a rate greater than the maximum rate allowed by law on such obligation), unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

16.05. Attorney's Fees. Upon the occurrence of an event of default by Tenant under this Lease or in the event it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or regarding any rights or remedies of Landlord hereunder and Landlord consults with or engages an attorney regarding the enforcement of this Lease, the collection of any rent due or to become due or the recovery of the possession of the Leased Premises, Tenant agrees to pay Landlord for its actual attorney's fees plus all costs and expenses incurred by Landlord for the services of the attorney whether or not suit is actually filed.

ARTICLE 17

SPECIAL STIPULATIONS

The special stipulations (the "Special Stipulations"), if any, attached hereto as Exhibit "D" are hereby incorporated herein and made a part hereof, and in the event they conflict with any of the provisions of this Agreement, such Special Stipulations shall control.

IN WITNESS WHEREOF, the undersigned Landlord and Tenant hereby execute this Agreement as of the day and year first above written.

Signed and acknowledged
in the presence of:

Landlord:

VENTURE CAPITAL PROPERTIES, INC.
A Georgia Corporation

By:  _____ (Seal)

Tenant:
YURI-6, Inc.

By:  _____ (Seal)

Agent:
Ben P. Kushner Co.

By:  _____ (Seal)



REVISED
9/2/54

ATTACHMENTS, IF APPLICABLE:

EXHIBIT "A" - SITE PLAN & LEGAL DESCRIPTION
EXHIBIT "B" - MINIMUM RENT
EXHIBIT "C" - RULES AND REGULATIONS
EXHIBIT "D" - SPECIAL STIPULATIONS
EXHIBIT "E" - SIGN CRITERIA
EXHIBIT "F" - GUARANTY

EXHIBIT 'B'
MINIMUM MONTHLY RENT

January 1, 2001-December 31, 2001

January 1, 2002-December 31, 2002

January 1, 2003-December 31, 2003

January 1, 2004-December 31, 2004

January 1, 2005-December 31, 2005

EXHIBIT D
SPECIAL STIPULATIONS

1. Tenant accepts premises in "whereas, as is condition" with no work to be done by Landlord.
2. Tenant agrees to do all work on the premises in a good workmanlike manner, to abide by all applicable codes and ordinances, including but not limited to American with Disabilities Act (ADA) and to indemnify Landlord for all costs and expenses, including legal fees, against any all claims, losses, liens and suits arising out of the construction and occupancy of the premises.
3. If not in default hereunder, Tenant shall have two options to renew this lease for additional five year periods on the same terms and conditions except that the minimum rental rate shall increase by 4% per year during the option. Tenant shall notify Landlord of its intent to exercise said option on or before 180 days from the end of the lease term. If notice is received after this date Tenant's right to an option shall be deemed to have been waived.
4. Tenant shall pay monthly all utilities for the leased premises including water by separate house meter for which Tenant shall be billed by Landlord or Landlord's agent. Tenant shall immediately transfer into the name of Tenant the bill for the Ga. Power meter ("meter") serving demised premises. Landlord and Tenant acknowledge that Power billed by said "meter" serves other Tenants on the floor of demised premises. Tenant agrees to pay the total bill however Landlord agrees to pay [REDACTED] per billing period to Georgia Power via Tenant. The amount of [REDACTED] per billing period represents a rate per kilowatt hour of 9.5 cents. In the event the rate per hour is increased by the Power Company than the payment of [REDACTED] per month shall increase or decrease proportionately.
5. Landlord shall allow Tenant to designate Ten (10) parking spaces in front of the demised premises as "Restaurant Parking Only" during the lunch period. Tenant acknowledges that Landlord shall not be obligated to have any unauthorized cars towed from these designated spaces.
6. Landlord warrants HVAC, Foundation, Plumbing and Electricity to be up to code and in good working order. To the best of Landlord's knowledge the premise warrants that the premise is A.D.A. compliant.
7. At lease signing tenant will pay landlord [REDACTED] for security deposit and [REDACTED] to cover half the rent for February, and half the rent for March. The next rent payment will be due April 1, 2001.
8. If needed Tenant agrees to provide security at night at tenant's own expense. This need will be determined at landlord's sole discretion, at which such discretion will not be unreasonably exercised.
9. If BellSouth is unable to provide service to tenant, Landlord will use its best efforts to have service available for use no later than April 1, 2001.

EXHIBIT E
SIGN CRITERIA

Signage shall be subject to Landlord's approval and Tenant shall abide by all applicable ordinances, local rules and regulations. Landlord hereby grants Tenant the use of the existing sign box, subject to local ordinances, on the facade of the leased premises and the pylon sign on Roswell Road designated for the restaurant space. Landlord reserves the right to designate the bottom 20% of the pylon sign face for other tenant(s).

CONSENT TO ASSIGNMENT

This Consent to Assignment is made and entered into as of this 7th day of August, 2003 by and among VENTURE CAPITAL PROPERTIES, INC., a Georgia limited liability company, (the "Landlord"), YURI-6, INC. (the "Assignor") and SIRDAH ENTERPRISES, INC. (the "Assignee").

WITNESSETH:

WHEREAS, Landlord and Assignor entered into a lease agreement dated the 9th day of January 2001 (the "Lease") covering certain premises (the "Premises") located at 6075 Roswell Road, Atlanta, GA 30328, which Premises are more fully described in the Lease; and

WHEREAS, Assignor now desires to Assign the Lease to Assignee,

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) paid by each party to the other, and in consideration of the mutual promises contained herein, the parties agree as follows:

1.

Subject to the terms and conditions contained herein, Landlord hereby consents to the Assignment of the Lease by Assignor to Assignee, provided that such Assignment requires Assignee to perform all of Assignor's obligations as tenant as contained in the Lease, except as specifically provided of the Assignment, which obligations however referred shall continue to be the obligations of Assignor.

2.

ES

It is understood and agreed that this Consent does not constitute recognition of any deviations, alterations or substitutions from the terms and conditions of the Lease except as stipulated herein. The terms, conditions and covenants contained in this Consent to Assignment are subordinate in all respects to those contained in the Lease. In the event of a default in the Lease which in any way results in a termination of the right of the possession of the Premises, or the Lease, the Assignment and any possessory interest of the Assignee created thereunder shall also be terminated.

3.

Assignee acknowledges that it is familiar with the terms and conditions of the Lease, and represents that its use of the Premises shall in no way violate the terms of the Lease.

4.

Landlord and Assignor each warrant and represent that there is no existing default under the Lease, and further represent and warrant that they do not have any reason to know of any act or event which may result in, or constitute, a default under the Lease.

5.

Assignee hereby pays to Ben F. Kushner Co., _____ as an administrative fee for services rendered in connection with this assignment.

6.

Landlord shall not be responsible for payment of any commissions or fees in connection with the negotiation or procurement of the Assignment or Consent to this Assignment, and Assignor and Assignee each agree to indemnify and save Landlord harmless from any and all claims actions or causes of action (including attorneys fees)

arising from any claim for such commissions, except for any claim directly arising from Landlord's agents or brokers.

7.

This Agreement, together with the Lease, constitutes the entire agreement between the parties to this Consent pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, discussions, whether oral or written, of the parties. There are no warranties, representations, promises or inducements or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein and therein.

8.

Assignee agrees to the following:

- (a) Business hours shall be Friday through Sunday of each week and shall not open before 5 PM and no music shall be played before 5 PM.
- (b) Assignee shall be entitled to valet cars for a fee to be retained by Assignee but assignee shall indemnify and hold Landlord harmless from any injury or any damage to Landlord's property or customer's property. Assignee shall have security service and clean up in the parking lots and common areas of Landlord's property.
- (c) There shall be no reimbursement from Landlord to Assignee for electric use of the chiller as provided for in the Lease.

9.

IS

The individual executing this Assignment on behalf of Landlord hereby warrants that he is duly authorized by Landlord to execute this Consent by Landlord to the foregoing Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Assignment as of the day and year first above written.

LANDLORD:

VENTURE CAPITAL PROPERTIES, INC.

By: Ben F. Kushner
Its: Managing Member

[Signature]
Witness

ASSIGNOR:
YURI-6 INC.

By: [Signature]

[Signature]
Witness

ASSIGNEE:
SIRDAH ENTERPRISES INC.

By: [Signature]

[Signature]
Witness

Personal Guarantee

GUARANTY AGREEMENT TO BE ATTACHED TO AND FORM A PART OF LEASE DATED January 9th, 2001 BY AND BETWEEN YURI-6, INC. (TENANT) AND VENTURE CAPITAL PROPERTIES, INC. (LANDLORD) and assigned to SIRDAH ENTERPRISES, INC. on September 22, 2003.

In consideration of the execution of the within Lease by Landlord, the undersigned (hereinafter referred to as "Guarantor", intending to be legally bound hereby, unconditionally guarantee(s) the prompt and faithful performance by Tenant of the within Lease and all the terms, covenants and conditions thereof including, but not limited to, the payment by Tenant of the rental and all other sums to become due thereunder.

Guarantor agrees that (1) this obligation shall be binding upon Guarantor without any further notice or acceptance hereof, but the same shall be deemed to have been accepted by the execution of the within Lease; (2) immediately upon each and every default by Tenant, without any notice to or demand upon Guarantor and without Landlord's first or contemporaneously suing or seeking any other remedy arising and accruing in favor of Landlord, either pursuant to the provisions of the within Lease or otherwise, Guarantor will pay to Landlord the sum or sums in default and will comply with or perform all the terms, covenants, and conditions of said Lease which shall be binding upon the said Tenant as provided in said Lease; (3) no extension, forbearance or leniency extended by Landlord to the said Tenant shall discharge Guarantor and Guarantor agrees at all times it will be liable notwithstanding same and notwithstanding the fact that Guarantor has had no notice of any said default or of any said forbearance or extension; (4) Landlord and Tenant without notice to or consent by Guarantor may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the said Lease and the Guarantor shall not be released thereby, it being intended that any joinder, waiver, consent or agreement by Tenant by its own operation, shall be deemed to be a joinder, consent, waiver or agreement by Guarantor with respect to the said Lease as so modified, extended, amended or otherwise affected; and (5) neither the Guarantor's obligation to make payment in accordance with the terms of this Agreement nor any remedy for the enforcement thereof shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Tenant or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Federal Bankruptcy Act or other statute, or from the decision of any court.

Guarantor further agrees to be bound by each and every covenant, obligation, power and authorization, without limitation, in the said Lease with the same force and effect as if it were designated in and has executed said Lease as Tenant hereunder.

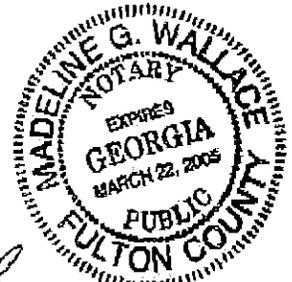
IN WITNESS WHEREOF, the undersigned hereto sets his hand and seal this 26th day of September 2003.

Guarantor: ISMAIL SIRDAH

By: Ismail Sirdah

Richard Young
Witness

Madeline G. Wallace
Notary Public



Personal Guarantee

GUARANTY AGREEMENT TO BE ATTACHED TO AND FORM A PART OF LEASE DATED January 9th, 2001 BY AND BETWEEN YURI-6, INC. (TENANT) AND VENTURE CAPITAL PROPERTIES, INC. (LANDLORD) and assigned to SIRDAH ENTERPRISES, INC. on September 22, 2003.

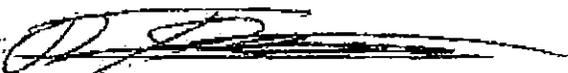
In consideration of the execution of the within Lease by Landlord, the undersigned (hereinafter referred to as "Guarantor", intending to be legally bound hereby, unconditionally guarantee(s) the prompt and faithful performance by Tenant of the within Lease and all the terms, covenants and conditions thereof including, but not limited to, the payment by Tenant of the rental and all other sums to become due thereunder.

Guarantor agrees that (1) this obligation shall be binding upon Guarantor without any further notice or acceptance hereof, but the same shall be deemed to have been accepted by the execution of the within Lease; (2) immediately upon each and every default by Tenant, without any notice to or demand upon Guarantor and without Landlord's first or contemporaneously suing or seeking any other remedy arising and accruing in favor of Landlord, either pursuant to the provisions of the within Lease or otherwise, Guarantor will pay to Landlord the sum or sums in default and will comply with or perform all the terms, covenants, and conditions of said Lease which shall be binding upon the said Tenant as provided in said Lease; (3) no extension, forbearance or leniency extended by Landlord to the said Tenant shall discharge Guarantor and Guarantor agrees at all times it will be liable notwithstanding same and notwithstanding the fact that Guarantor has had no notice of any said default or of any said forbearance or extension; (4) Landlord and Tenant without notice to or consent by Guarantor may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the said Lease and the Guarantor shall not be released thereby, it being intended that any joinder, waiver, consent or agreement by Tenant by its own operation, shall be deemed to be a joinder, consent, waiver or agreement by Guarantor with respect to the said Lease as so modified, extended, amended or otherwise affected; and (5) neither the Guarantor's obligation to make payment in accordance with the terms of this Agreement nor any remedy for the enforcement thereof shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Tenant or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Federal Bankruptcy Act or other statute, or from the decision of any court.

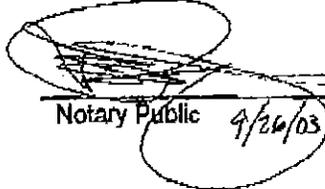
Guarantor further agrees to be bound by each and every covenant, obligation, power and authorization, without limitation, in the said Lease with the same force and effect as if it were designated in and has executed said Lease as Tenant hereunder.

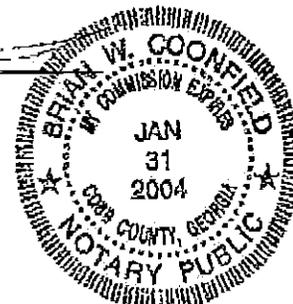
IN WITNESS WHEREOF, the undersigned hereto sets his hand and seal this 26th day of September 2003.

Guarantor: Thomas Dixon

By: 

Witness 

Notary Public  9/26/03



FIRST AMENDMENT TO LEASE AGREEMENT
(6075 Roswell Road, Atlanta, Georgia)

This **FIRST AMENDMENT TO LEASE AGREEMENT** (the "Amendment") is made and entered into as of October 27th 2005, by and between **VENTURE CAPITAL PROPERTIES, INC.**, a Georgia corporation (hereinafter referred to as the "Landlord") and **SIRDAH ENTERPRISES, INC.**, a Georgia corporation (hereinafter referred to as "Tenant").

BACKGROUND STATEMENT

Landlord and Yuri-6, Inc., as "Tenant", entered into that certain Lease Agreement dated January 9, 2001, (the "Lease"), with respect to certain premises located at 6075 Roswell Road, Atlanta, Fulton County, Georgia (the "Lease"), and by Consent to Assignment dated August 7, 2003, with respect to the Lease, Yuri-6, Inc. assigned all of its right, title and interest as "Tenant" thereunder to Tenant, and Tenant and Landlord desire to execute this Amendment to amend and modify certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the premises in the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant and agree as follows:

1. Landlord and Tenant agree that the Lease is hereby amended by adding the following to the conclusion of Section 1.01 as follows: "Notwithstanding the foregoing, the Term of the Lease is hereby extended through December 31, 2010, subject to the following termination rights on the part of Landlord, and during such period of the Term from January 1, 2006 through December 31, 2010, Minimum Rent shall be as follows, but otherwise the terms and conditions of the Lease shall be unaffected:

01/01/06 - 12/31/06

01/01/07 - 12/31/07

01/01/08 - 12/31/08

01/01/09 - 12/31/09

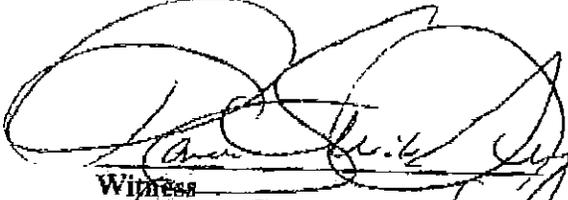
01/01/10 - 12/31/10

Landlord shall have the right to terminate the Lease with such termination to be effective any date after October 31, 2007, provided that Landlord provides not less than one hundred eighty (180) days prior written notice to Tenant of such termination."

3. Except as expressly modified, the Lease shall remain in full force and effect without amendment or modification whatsoever, and Landlord and Tenant do hereby confirm agreement on the terms thereof. This Amendment shall be binding upon

and inure to the parties' respective heirs, executors, administrators, successors and assigns and shall govern in the event of conflict with the Lease.

IN WITNESS WHEREOF, Prospective Landlord and Tenant have executed this Amendment this the day and year first above written.



Witness
Vanessa Dale Wallace
Notary Public

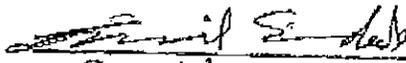


VENTURE CAPITAL PROPERTIES,
INC.

By: 
Its: Managing Member

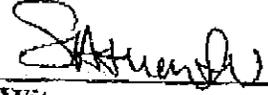
"TENANT"

SIRDAH ENTERPRISES, INC.

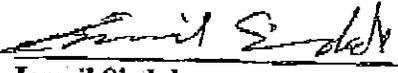
By: 
Its: President

CONSENT OF GUARANTORS

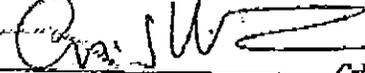
The below Guarantors consent to the foregoing Amendment to the Lease and agree that their Personal Guarantees dated September 26, 2003 shall remain in full force and effect as to the Lease as modified by the Amendment.



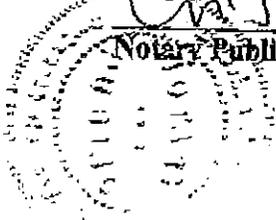
Witness



Ismail Sirdah



Notary Public
Cristina Stauderi
Notary Public, Gwinnett County, GA
My Commission Expires May 6, 2007



SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") made this 20th day of October 2010, by and between **Griffin 6075 Roswell Road Partners, LLC**, successor-in-interest to **Venture Capital Properties, Inc** ("Lessor"), **Sirdah Enterprises, Inc.**, a Georgia corporation, successor-in-interest to **Yuri-6, Inc.** (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, the parties hereto made and entered into a Lease Agreement dated January 9, 2001, and as modified by that certain Consent to Assignment dated August 7, 2003; as amended by that certain First Amendment To Lease Agreement dated October 27, 2005 (said Lease Agreement, as modified and amended, being hereinafter referred to as the "Lease") for premises located at 6075 Roswell Road, Suite 10, Sandy Springs, Fulton County, Georgia 30328 being approximately 8,200 rentable square feet of office space ("Premises").

WHEREAS, the parties wish to modify the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the exchange of valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Lease shall be amended as follows:

1. TERM

The Term of the Lease shall be extended to expire on December 31, 2017.

2. MINIMUM RENT

Anything contained in the Lease to the contrary notwithstanding, the Minimum Rent commencing January 1, 2011 shall be paid pursuant to the Lease according to the schedule below:

Beginning January 1, 2011 through December 31, 2011, the monthly sum of \$

THIRTY EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800.00)

Beginning January 1, 2012 through December 31, 2012, the monthly sum of \$

THIRTY EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800.00)

Beginning January 1, 2013 through December 31, 2013, the monthly sum of \$

THIRTY EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800.00)

Beginning January 1, 2014 through December 31, 2014, the monthly sum of \$

THIRTY EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800.00)

Beginning January 1, 2015 through December 31, 2015, the monthly sum of

Beginning January 1, 2016 through December 31, 2016, the monthly sum of

Beginning January 1, 2017 through December 31, 2017, the monthly sum of

3. IMPROVEMENTS

Lessee accepts the premises on an "as is" basis and Lessor shall have no obligation to perform any alterations, repairs, or improvements whatsoever.

4. LESSOR'S OPTION TO TERMINATE

At any time during the Term, and provided that the Lessor plans to demolish the Building and redevelop the real property on which same is located, Lessor may terminate the Lease with twelve (12) months prior written notice to Lessee. Should Lessor exercise this option to terminate, Lessor shall waive payment of Minimum Rent for the final three (3) months of the Term.

5. LESSEE'S OPTION TO TERMINATE

After December 31, 2013, Lessee may elect to terminate the Lease at anytime by giving Lessor at least six (6) months prior written notice. Lessee may not exercise this right if Lessee is in default of the Lease.

6. GUARANTORS

Lessor and Lessee hereby agree that, upon Lessee's full performance under the Lease without any prior event of default, each Guarantor will be released and relieved of any liability, obligation or other undertaking that was first created under the Personal Guarantee from and after December 31, 2013, it being agreed that Lessor does not release or relieve either Guarantor or any of them from any liability, obligation or other undertaking that relates to any circumstance, matter, event or obligation occurring or arising at any time prior to December 31, 2013.

7. BROKER

Palisades Management LLC has acted on behalf of Lessor in this transaction and is to be paid a commission by the Lessor. Lessee represents and warrants to Lessor that no broker, agent, commission salesperson, or other person has represented Lessee in the negotiations for and procurement of this Second Amendment, and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesperson, or other person in connection with this

transaction. Lessee agrees to indemnify and hold Lessor harmless from all loss, cost and damage (including reasonable attorneys' fees and court costs) suffered or incurred by Lessor as a result of a breach by Lessee of the representation and warranty contained in the immediately preceding sentences or as a result of Lessee's failure to pay commissions, fees or compensation due to any broker who represented Lessee, whether or not disclosed. Lessee's indemnification obligation under this Paragraph shall survive any expiration or earlier termination of the Lease, as hereby amended.

8. MISCELLANEOUS

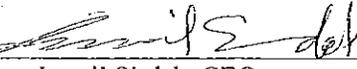
Except as hereinabove provided, all other terms and conditions of the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by Lessor and Lessee. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Georgia, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns, but always subject, in the case of Lessee, to Lessor's prior written consent to any proposed assignment of the Lease by Lessee. In the event of any inconsistency or conflict between the terms of this Second Amendment and of the Lease, the terms hereof shall control. Time is of the essence of all of the terms of this Second Amendment. The signatories of Lessee represent to Lessor that they are duly authorized to execute and deliver this Second Amendment on behalf of Lessee. Lessor hereby reserves all rights and remedies available to Lessor both at law and in equity and as set forth in the Lease. Any delay or postponement of any of Lessor's actions shall not constitute a waiver. The failure to specify herein any existing default or defaults other than as specified above shall not imply, or be construed as, a waiver of any such other default or preclude Lessor from hereafter demanding cure thereof and exercising remedies with respect thereto. Effective immediately, any and all extension, renewal, termination and expansion rights and options granted to Lessee pursuant to the Lease are null and void and of no further force or effect. Lessee hereby acknowledges and agrees that, as of the date hereof, the Lease is subject to no offsets, claims, counterclaims or defenses of any nature whatsoever. This Second Amendment may not be changed, modified, discharged or terminated orally in any manner other than by an agreement in writing signed by Lessor and Lessee or their respective heirs, representatives, successors and permitted assigns, but subject always, in the case of Lessee, to Lessor's prior written consent to any proposed assignment of the Lease by Lessee.

(Signatures on following page)

IN WITNESS WHEREOF, the parties herein have hereto set their hands and seals, in triplicate,
the day and year ~~second~~^{first} above written.

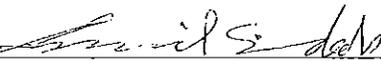
LESSEE

SIRDAH ENTERPRISES, INC.

By: 
Ismail Sirdah, CEO

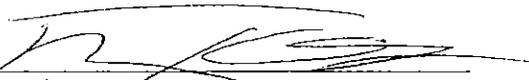
Date: 10/28/2010

GUARANTOR

By: 
Ismail Sirdah

Date: 10/28/2010

GUARANTOR

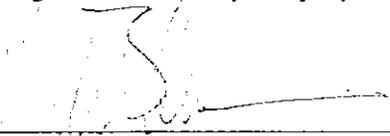
By: 
Thomas Dixon

Date: 10/28/10

LESSOR

GRIFFIN 6075 ROSWELL ROAD PARTNERS, LLC

By: **MG Real Estate Management, LLC**
A Georgia limited liability company, its Manager

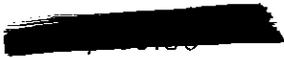
By: 
Richard B. Moore

Date: 12/10/10

Business Advantage Chk  Account Activity Transaction Details

Check number: 00000004820

Post date: 02/10/2014

Amount: 

Type: Check

Description: Check

SIRDAH ENTERPRISES INC
 K-OS BAR & LOUNGE TABOO 2 BISTRO
 4318 CHAMBLEE TUCKER RD
 TUCKER, GA 30084-2106

1933702
 DATE 2-03-14

4820
 66584 GA
 19118

PAY TO THE ORDER OF *Griffin 6075 Roswell Road Partners*

Ten thousand

Bank of America

FOR *Rent, call taxes & insurance*

Smith E. [Signature]

THIS CHECK IS NOT VALID UNLESS IT IS SIGNED BY THE ISSUING PARTY AND THE SIGNATURE IS VERIFIABLE BY THE BANK. THE BANK IS NOT RESPONSIBLE FOR THE VALIDITY OF THE SIGNATURE OR THE SIGNATURE VERIFICATION PROCESS. THE BANK IS NOT RESPONSIBLE FOR THE VALIDITY OF THE SIGNATURE OR THE SIGNATURE VERIFICATION PROCESS.



Business Advantage Chk [REDACTED] Account Activity Transaction Details

Check number: 00000004873

Post date: 03/07/2014

Amount: [REDACTED]

Type: Check

Description: Check

SIRDAH ENTERPRISES INC
KOS BAR & LOUNGE TABOO 2 BISTRO
4318 CHAMBLEE TUCKER RD
TUCKER GA 30084-2105

DATE 3/03/14

4873

PAY TO THE ORDER OF *Sniffen 6075 Roswell Road Partners, LLC* \$ [REDACTED]

Bank of America

FOR *Real OAK Tax & Ins.* *Sniffen*

DOLLARS

1. INDICATING THE ACT OF THE BANK OF AMERICA

2. THE BANK OF AMERICA IS NOT RESPONSIBLE FOR THE LOSS OF THE CHECK OR THE LOSS OF THE FUNDS DEPOSITED THEREON

3. THE BANK OF AMERICA IS NOT RESPONSIBLE FOR THE LOSS OF THE CHECK OR THE LOSS OF THE FUNDS DEPOSITED THEREON

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6. THE BANK OF AMERICA IS NOT RESPONSIBLE FOR THE LOSS OF THE CHECK OR THE LOSS OF THE FUNDS DEPOSITED THEREON



Business Advantage Chk - [REDACTED] Account Activity Transaction Details

Check number: 00000005054

Post date: 06/06/2014

Amount: [REDACTED]

Type: Check

Description: Check

SIRDAH ENTERPRISES INC
 K-OS BAR & LOUNGE TABOO 2 BISTRO
 4318 CHAMBLEE TUCKER RD
 TUCKER GA 30084-2105

DATE 6/06/14

5054

PAY TO THE ORDER OF Griffin 6075 Roswell Road Partners LLC

[REDACTED] DOLLARS

Bank of America
 ADV 4/1/10/2014

FOR Real estate fees & insurance

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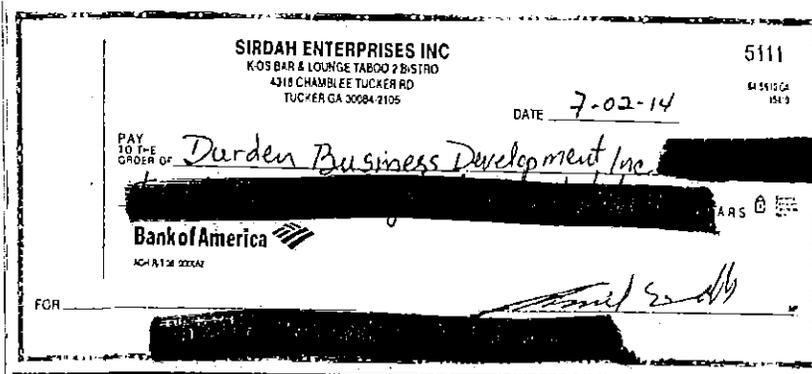
Business Fundamentals Chk -  Account Activity Transaction Details

Post date: 07/02/2014

Amount: 

Type: Deposit

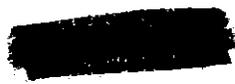
Description: Counter Credit



Business Fundamentals Chk -  Account Activity Transaction Details

Check number: 00000001163

Post date: 07/07/2014

Amount: 

Type: Check

Description: Check

DURDEN BUSINESS DEVELOPMENT INC
 5910 GA HIGHWAY 21 S
 REXCON GA 31326-5505

DATE 7-2-14

1163
 01/59/13 CA
 218

PAY TO THE ORDER OF Coeffex 6075 Roswell Road Pictans LLC 

 ⁰⁰/₁₀₀ DOLLARS

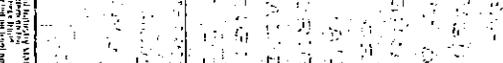
Bank of America
 ACH 113 061000022

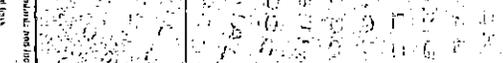
FOR Tahira Bata v Ba 

















VOIDING THE CHECK OF THE
 BANK OF AMERICA
 20140707 1163

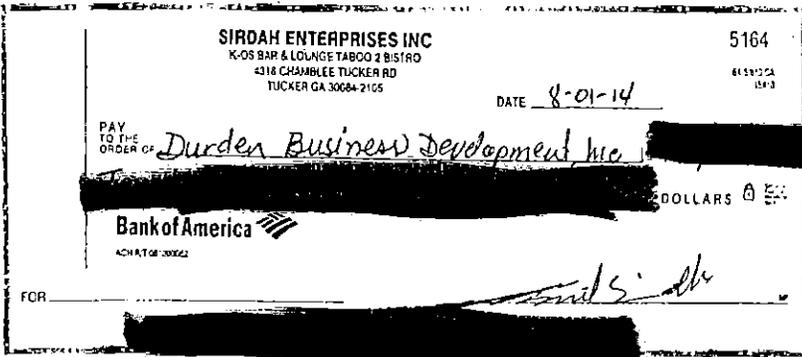
Business Fundamentals Chk - [REDACTED] Account Activity Transaction Details

Post date: 08/06/2014

Amount: [REDACTED]

Type: Deposit

Description: Counter Credit



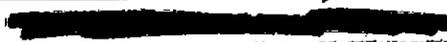
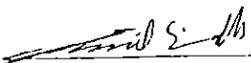
Business Fundamentals Chk -  Account Activity Transaction Details

Post date: 09/05/2014

Amount: 

Type: Deposit

Description: Counter Credit

SIRDAH ENTERPRISES INC K OS BAR & LOUNGE TABOO 2 BISTRO 4316 CHAMBLEE TUCKER RD TUCKER GA 30084-2155		5203 09 05 2014 1940
DATE 9-02-14		
PAY TO THE ORDER OF	Darden Business Development, Inc. \$ 	
		DOLLARS
Bank of America 		
AC- RT 21 20092		
FOR		

Cancel

Request Information

Logon sirdah
 Status Pending...
 Confirmation Number 1-427-219-872
 Taxpayer Name TABOO 2 BISTRO
 Federal Employer ID # 20-0618065
 Sales & Use Tax [REDACTED]
 Request Title Return Payment for [REDACTED]
 Filing Period 31-Jan-2014
 Submitted 20-Feb-2014
 Payment Amount [REDACTED]

CONFIRMATION

Please review the payment request information below for your payment to the Department of Revenue.
 Please allow 2 business days for your payment to process.
 You may want to print a copy for your records.

Your Return Payment request confirmation number is 1-427-219-872.

Paid For: Sales & Use Tax [REDACTED]
 SIRDAH ENTERPRISES INC
 31-Jan-2014
 Paid From: [REDACTED]
 Payment Amount: [REDACTED]
 Payment Date: 20-Feb-2014
 Submitted Date: 20-Feb-2014

This is only the payment request. It is your responsibility to review your bank statement to confirm that this transaction was successful.

OOPS? If you want to make a change, it is not too late. While a payment is still pending, you can return to your account, withdraw the payment, and make a new one.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

Cancel

SALES AND USE RETURN

Sales & Use # : ██████████ Period Ending: 31-Jan-2014

SIRDAH ENTERPRISES INC

6075 ROSWELL RD NE STE 001 SANDY SPRINGS GA 30328-4008

Confirmation Number: 453124272

Filing Method: Electronic

Status: Submitted on 2/20/2014

4:12:43 PM

Estimated Assessment

Amended

No Sales/Use Activity

PART A

1	Total Sales (State)	>	██████████
2	Exempt Sales	>	██████████
3	Taxable Sales	>	██████████
4	Total Sales Tax	> +	██████████
5	Total Use Tax	> +	██████████
6	Total TSPLOST Tax	> +	██████████
7	Prepaid Local Sales/Use (MF)	> +	██████████
8	Total Tax Collected	>	██████████
9	Total Sales and Use Tax	>	██████████
10	Excess Tax	> +	██████████
11	Vendor's Compensation	> -	██████████
12	Previous Prepaid Amount	> -	██████████
13	Current Prepaid Amount	> +	██████████
14	Total Amount Due	>	██████████

Vendor's Compensation

	Tax Amounts	Tax Rate	Vendor's Comp
Non Motor Fuel Sales/Use (First \$3,000)	██████████	██████████	██████████
Non Motor Fuel Sales/Use (Over \$3,000)	██████████	██████████	██████████
On Road Motor Fuel	██████████	██████████	██████████
Off Road Motor Fuel	██████████	██████████	██████████
Total Vendor's Comp			██████████

Bad Debt

Bad Debt Credit	██████████
Bad Debt Collected	██████████

SALES AND USE RETURN

Sales & Use # : [REDACTED]

Period Ending: 31-Jan-2014

PART B Sales Tax Distribution Table

Location STN	Jurisdiction	Taxable Sales	Rate End Date	Tax Rate	Tax Due
	State	[REDACTED]		[REDACTED]	[REDACTED]
	060 - Fulton	[REDACTED]		[REDACTED]	[REDACTED]
	TOTAL SALES TAX				[REDACTED]

SALES AND USE RETURN

Sales & Use # : ██████████

Period Ending: 31-Jan-2014

PART C TSPLOST Sales Tax

Location STN	Jurisdiction	Taxable Sales	Sales Tax	Use Tax	Tax Due

Cancel

Request Information

Logon sirdah
 Status Pending...
 Confirmation Number 0-050-462-896
 Taxpayer Name TABOO 2 BISTRO
 Federal Employer ID # 20-0618065

Sales & Use Tax [REDACTED]

Request Title Return Payment for [REDACTED]

Filing Period 28-Feb-2014

Submitted 19-Mar-2014

Payment Amount [REDACTED] *Applied credit* [REDACTED]

CONFIRMATION [REDACTED]

Please review the payment request information below for your payment to the Department of Revenue.
 Please allow 2 business days for your payment to process.
 You may want to print a copy for your records.

Your Return Payment request confirmation number is **0-050-462-896**.

Paid For: Sales & Use Tax [REDACTED]
 SIRDAH ENTERPRISES INC
 28-Feb-2014

Paid From: [REDACTED]

Payment Amount: [REDACTED]

Payment Date: 19-Mar-2014

Submitted Date: 19-Mar-2014

This is only the payment request. It is your responsibility to review your bank statement to confirm that this transaction was successful.

OOPS? If you want to make a change, it is not too late. While a payment is still pending, you can return to your account, withdraw the payment, and make a new one.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

Cancel

SALES AND USE RETURN

Sales & Use #: [REDACTED] Period Ending: 28-Feb-2014

SIRDAH ENTERPRISES INC

6075 ROSWELL RD NE STE 001 SANDY SPRINGS GA 30328-4008

Confirmation Number: 1036147720

Filing Method: Electronic

Status: Submitted on 3/19/2014

11:32:34 AM

Estimated Assessment

Amended

No Sales/Use Activity

PART A

1	Total Sales (State)	>	[REDACTED]
2	Exempt Sales	> -	[REDACTED]
3	Taxable Sales	>	[REDACTED]
4	Total Sales Tax	> +	[REDACTED]
5	Total Use Tax	> +	[REDACTED]
6	Total TSPLOST Tax	> +	[REDACTED]
7	Prepaid Local Sales/Use (MF)	> +	[REDACTED]
8	Total Tax Collected	>	[REDACTED]
9	Total Sales and Use Tax	>	[REDACTED]
10	Excess Tax	> +	[REDACTED]
11	Vendor's Compensation	> -	[REDACTED]
12	Previous Prepaid Amount	> -	[REDACTED]
13	Current Prepaid Amount	> +	[REDACTED]
14	Total Amount Due	>	[REDACTED]

Vendor's Compensation

	Tax Amounts	Tax Rate	Vendor's Comp
Non Motor Fuel Sales/Use (First \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
Non Motor Fuel Sales/Use (Over \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
On Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Off Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Total Vendor's Comp			[REDACTED]

Bad Debt

Bad Debt Credit	[REDACTED]
Bad Debt Collected	[REDACTED]

SALES AND USE RETURN

Sales & Use #: [REDACTED]

Period Ending: 28-Feb-2014

PART B Sales Tax Distribution Table

Location STN	Jurisdiction	Taxable Sales	Rate End Date	Tax Rate	Tax Due
	State	[REDACTED]		[REDACTED]	[REDACTED]
	060 - Fulton	[REDACTED]		[REDACTED]	[REDACTED]
	TOTAL SALES TAX				[REDACTED]

SALES AND USE RETURN

Sales & Use # [REDACTED]

Period Ending: 28-Feb-2014

PART C TSPLOST Sales Tax

Location STN	Jurisdiction	Taxable Sales	Sales Tax	Use Tax	Tax Due

Cancel

Request Information

Logon sirdah
 Status Pending...
 Confirmation Number 1-498-590-304
 Taxpayer Name TABOO 2 BISTRO
 Federal Employer ID # 20-0618065
 Sales & Use Tax [REDACTED]
 Request Title Account Payment for [REDACTED]
 Submitted 16-May-2014
 Payment Amount [REDACTED]

CONFIRMATION

Please review the payment request information below for your payment to the Department of Revenue.
 Please allow 2 business days for your payment to process.
 You may want to print a copy for your records.

Your Account Payment request confirmation number is 1-498-590-304.

Paid For: Sales & Use Tax [REDACTED]
 SIRDAH ENTERPRISES INC

Paid From: [REDACTED]
 Payment Amount: [REDACTED]
 Payment Date: 16-May-2014
 Submitted Date: 16-May-2014

This is only the payment request. It is your responsibility to review your bank statement to confirm that this transaction was successful.

OOPS? If you want to make a change, it is not too late. While a payment is still pending, you can return to your account, withdraw the payment, and make a new one.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

Cancel

No record

SALES AND USE RETURN

Sales & Use #: [REDACTED] Period Ending: 31-Mar-2014

SIRDAH ENTERPRISES INC

6075 ROSWELL RD NE STE 001 SANDY SPRINGS GA 30328-4008

Confirmation Number: 172538976

Filing Method: Electronic

Status: Submitted on 4/18/2014

6:57:15 PM

Estimated Assessment

Amended

No Sales/Use Activity

PART A

1	Total Sales (State)	>	[REDACTED]
2	Exempt Sales	>	[REDACTED]
3	Taxable Sales	>	[REDACTED]
4	Total Sales Tax	> +	[REDACTED]
5	Total Use Tax	> +	[REDACTED]
6	Total TSPLOST Tax	> +	[REDACTED]
7	Prepaid Local Sales/Use (MF)	> +	[REDACTED]
8	Total Tax Collected	>	[REDACTED]
9	Total Sales and Use Tax	>	[REDACTED]
10	Excess Tax	> +	[REDACTED]
11	Vendor's Compensation	> -	[REDACTED]
12	Previous Prepaid Amount	> -	[REDACTED]
13	Current Prepaid Amount	> +	[REDACTED]
14	Total Amount Due	>	[REDACTED]

Vendor's Compensation

	Tax Amounts	Tax Rate	Vendor's Comp
Non Motor Fuel Sales/Use (First \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
Non Motor Fuel Sales/Use (Over \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
On Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Off Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Total Vendor's Comp			[REDACTED]

Bad Debt

Bad Debt Credit

 [REDACTED]

Bad Debt Collected

 [REDACTED]

SALES AND USE RETURN

Sales & Use #: [REDACTED]

Period Ending: 31-Mar-2014

PART B Sales Tax Distribution Table

Location STN	Jurisdiction	Taxable Sales	Rate End Date	Tax Rate	Tax Due
	State	[REDACTED]		[REDACTED]	[REDACTED]
	060 - Fulton	[REDACTED]		[REDACTED]	[REDACTED]
	TOTAL SALES TAX				[REDACTED]

SALES AND USE RETURN

Sales & Use #: [REDACTED]

Period Ending: 31-Mar-2014

PART C TSPLOST Sales Tax

Location STN	Jurisdiction	Taxable Sales	Sales Tax	Use Tax	Tax Due

Cancel

Request Information

Logon sirdah
 Status Pending...
 Confirmation Number 0-510-032-304
 Taxpayer Name TABOO 2 BISTRO
 Federal Employer ID # 20-0618065
 Sales & Use Tax [REDACTED]
 Request Title Return Payment for [REDACTED]
 Filing Period 30-Apr-2014
 Submitted 16-May-2014
 Payment Amount [REDACTED]

CONFIRMATION [REDACTED]

Please review the payment request information below for your payment to the Department of Revenue.
 Please allow 2 business days for your payment to process.
 You may want to print a copy for your records.

Your Return Payment request confirmation number is **0-510-032-304**.

Paid For: Sales & Use Tax [REDACTED]
 SIRDAH ENTERPRISES INC
 30-Apr-2014

Paid From: [REDACTED]
 Payment Amount: [REDACTED]
 Payment Date: 20-May-2014
 Submitted Date: 16-May-2014

This is only the payment request. It is your responsibility to review your bank statement to confirm that this transaction was successful.

OOPS? If you want to make a change, it is not too late. While a payment is still pending, you can return to your account, withdraw the payment, and make a new one.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

Cancel

SALES AND USE RETURN

Sales & Use #: [REDACTED] Period Ending: 30-Apr-2014

SIRDAH ENTERPRISES INC

6075 ROSWELL RD NE STE 001 SANDY SPRINGS GA 30328-4008

Confirmation Number: 527538016

Filing Method: Electronic

Status: Submitted on 5/16/2014

4:48:25 PM

Estimated Assessment

Amended

No Sales/Use Activity

PART A

1	Total Sales (State)	>	[REDACTED]
2	Exempt Sales	> -	[REDACTED]
3	Taxable Sales	>	[REDACTED]
4	Total Sales Tax	> +	[REDACTED]
5	Total Use Tax	> +	[REDACTED]
6	Total TSPLOST Tax	> +	[REDACTED]
7	Prepaid Local Sales/Use (MF)	> +	[REDACTED]
8	Total Tax Collected	>	[REDACTED]
9	Total Sales and Use Tax	>	[REDACTED]
10	Excess Tax	> +	[REDACTED]
11	Vendor's Compensation	> -	[REDACTED]
12	Previous Prepaid Amount	> -	[REDACTED]
13	Current Prepaid Amount	> +	[REDACTED]
14	Total Amount Due	>	[REDACTED]

Vendor's Compensation

	Tax Amounts	Tax Rate	Vendor's Comp
Non Motor Fuel Sales/Use (First \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
Non Motor Fuel Sales/Use (Over \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
On Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Off Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Total Vendor's Comp			[REDACTED]

Bad Debt

Bad Debt Credit	[REDACTED]
Bad Debt Collected	[REDACTED]

SALES AND USE RETURN

Sales & Use # : [REDACTED]

Period Ending: 30-Apr-2014

PART B Sales Tax Distribution Table

Location STN	Jurisdiction	Taxable Sales	Rate End Date	Tax Rate	Tax Due
	State	[REDACTED]		[REDACTED]	[REDACTED]
	060 - Fulton	[REDACTED]		[REDACTED]	[REDACTED]
	TOTAL SALES TAX				[REDACTED]

SALES AND USE RETURN

Sales & Use # [REDACTED]

Period Ending: 30-Apr-2014

PART C TSPLOST Sales Tax

Location STN	Jurisdiction	Taxable Sales	Sales Tax	Use Tax	Tax Due

Cancel

Request Information

Logon sirdah
 Status Pending...
 Confirmation Number 0-528-578-992
 Taxpayer Name TABOO 2 BISTRO
 Federal Employer ID # 20-0618065
 Sales & Use Tax [REDACTED]
 Request Title Return Payment for [REDACTED]
 Filing Period 31-May-2014
 Submitted 17-Jun-2014
 Payment Amount [REDACTED]

CONFIRMATION

Please review the payment request information below for your payment to the Department of Revenue.
 Please allow 2 business days for your payment to process.
 You may want to print a copy for your records.

Your Return Payment request confirmation number is 0-528-578-992.

Paid For: Sales & Use Tax [REDACTED]
 SIRDAH ENTERPRISES INC
 31-May-2014
 Paid From: [REDACTED]
 Payment Amount: [REDACTED]
 Payment Date: 20-Jun-2014
 Submitted Date: 17-Jun-2014

This is only the payment request. It is your responsibility to review your bank statement to confirm that this transaction was successful.

OOPS? If you want to make a change, it is not too late. While a payment is still pending, you can return to your account, withdraw the payment, and make a new one.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

Cancel

SALES AND USE RETURN

Sales & Use # [REDACTED] Period Ending: 31-May-2014

SIRDAH ENTERPRISES INC

6075 ROSWELL RD NE STE 001 SANDY SPRINGS GA 30328-4008

Confirmation Number: 913632176

Filing Method: Electronic

Status: Submitted on 6/17/2014

4:59:56 PM

Estimated Assessment

Amended

No Sales/Use Activity

PART A

1	Total Sales (State)	>	[REDACTED]
2	Exempt Sales	> -	[REDACTED]
3	Taxable Sales	>	[REDACTED]
4	Total Sales Tax	> +	[REDACTED]
5	Total Use Tax	> +	[REDACTED]
6	Total TSPLOST Tax	> +	[REDACTED]
7	Prepaid Local Sales/Use (MF)	> +	[REDACTED]
8	Total Tax Collected	>	[REDACTED]
9	Total Sales and Use Tax	>	[REDACTED]
10	Excess Tax	> +	[REDACTED]
11	Vendor's Compensation	> -	[REDACTED]
12	Previous Prepaid Amount	> -	[REDACTED]
13	Current Prepaid Amount	> +	[REDACTED]
14	Total Amount Due	>	[REDACTED]

Vendor's Compensation

	Tax Amounts	Tax Rate	Vendor's Comp
Non Motor Fuel Sales/Use (First \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
Non Motor Fuel Sales/Use (Over \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
On Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Off Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Total Vendor's Comp			[REDACTED]

Bad Debt

Bad Debt Credit	[REDACTED]
Bad Debt Collected	[REDACTED]

SALES AND USE RETURN

Sales & Use #: [REDACTED]

Period Ending: 31-May-2014

PART B Sales Tax Distribution Table

Location STN	Jurisdiction	Taxable Sales	Rate End Date	Tax Rate	Tax Due
	State	[REDACTED]		[REDACTED]	[REDACTED]
	060 - Fulton	[REDACTED]		[REDACTED]	[REDACTED]
	TOTAL SALES TAX				[REDACTED]

SALES AND USE RETURN

Sales & Use # [REDACTED]

Period Ending: 31-May-2014

PART C TSPLOST Sales Tax

Location STN	Jurisdiction	Taxable Sales	Sales Tax	Use Tax	Tax Due

Cancel**Request Information**

Logon sirdah
Status Pending...
Confirmation Number 0-638-242-832
Taxpayer Name TABOO 2 BISTRO
Federal Employer ID # 20-0618065
Sales & Use Tax [REDACTED]
Request Title Return Payment for [REDACTED]
Filing Period 30-Jun-2014
Submitted 18-Jul-2014
Payment Amount [REDACTED]

CONFIRMATION

Please review the payment request information below for your payment to the Department of Revenue.
Please allow 2 business days for your payment to process.
You may want to print a copy for your records.

Your Return Payment request confirmation number is **0-638-242-832**.

Paid For: Sales & Use Tax [REDACTED]
SIRDAH ENTERPRISES INC
30-Jun-2014

Paid From: [REDACTED]
Payment Amount: [REDACTED]
Payment Date: 18-Jul-2014
Submitted Date: 18-Jul-2014

This is only the payment request. It is your responsibility to review your bank statement to confirm that this transaction was successful.

OOPS? If you want to make a change, it is not too late. While a payment is still pending, you can return to your account, withdraw the payment, and make a new one.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

Cancel

SALES AND USE RETURN

Sales & Use # [REDACTED] Period Ending: 30-Jun-2014

SIRDAH ENTERPRISES INC

6075 ROSWELL RD NE STE 001 SANDY SPRINGS GA 30328-4008

Confirmation Number: 1023122656

Filing Method: Electronic

Status: Submitted on 7/18/2014

12:00:59 PM

Estimated Assessment

Amended

No Sales/Use Actively

PART A

1	Total Sales (State)	>	[REDACTED]
2	Exempt Sales	> -	[REDACTED]
3	Taxable Sales	>	[REDACTED]
4	Total Sales Tax	> +	[REDACTED]
5	Total Use Tax	> +	[REDACTED]
6	Total TSPLOST Tax	> +	[REDACTED]
7	Prepaid Local Sales/Use (MF)	> +	[REDACTED]
8	Total Tax Collected	>	[REDACTED]
9	Total Sales and Use Tax	>	[REDACTED]
10	Excess Tax	> +	[REDACTED]
11	Vendor's Compensation	> -	[REDACTED]
12	Previous Prepaid Amount	> -	[REDACTED]
13	Current Prepaid Amount	> +	[REDACTED]
14	Total Amount Due	>	[REDACTED]

Vendor's Compensation

	Tax Amounts	Tax Rate	Vendor's Comp
Non Motor Fuel Sales/Use (First \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
Non Motor Fuel Sales/Use (Over \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
On Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Off Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Total Vendor's Comp			[REDACTED]

Bad Debt

Bad Debt Credit	[REDACTED]
Bad Debt Collected	[REDACTED]

SALES AND USE RETURN

Sales & Use # [REDACTED]

Period Ending: 30-Jun-2014

PART C TSPLOST Sales Tax

Location STN	Jurisdiction	Taxable Sales	Sales Tax	Use Tax	Tax Due

Request Information

Logon sirdah
 Status Pending...
 Confirmation Number 0-389-946-064
 Taxpayer Name TABOO 2 BISTRO
 Federal Employer ID# 20-0818065
 Sales & Use Tax [REDACTED]
 Request Title Return Payment f [REDACTED]
 Filing Period 31-Jul-2014
 Submitted 15-Aug-2014
 Payment Amount [REDACTED]

CONFIRMATION

Please review the payment request information below for your payment to the Department of Revenue. Please allow 2 business days for your payment to process. You may want to print a copy for your records.

Your Return Payment request confirmation number is 0-389-946-064.

Paid For: Sales & Use Tax [REDACTED]
 SRDAH ENTERPRISES INC
 31-Jul-2014
 Paid From: [REDACTED]
 Payment Amount: [REDACTED]
 Payment Date: 20-Aug-2014
 Submitted Date: 15-Aug-2014

This is only the payment request. It is your responsibility to review your bank statement to confirm that this transaction was successful.

OOPS? If you want to make a change, it is not too late. While a payment is still pending, you can return to your account, withdraw the payment, and make a new one.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

SALES AND USE RETURN

Sales & Use # [REDACTED] Period Ending: 31-Jul-2014

SIRDAH ENTERPRISES INC

6075 ROSWELL RD NE STE 001 SANDY SPRINGS GA 30328-4008

Confirmation Number: 161589712

Filing Method: Electronic

Status: Submitted on 8/15/2014

1:28:50 PM

Estimated Assessment

Amended

No Sales/Use Activity

PART A

1	Total Sales (State)	>	[REDACTED]
2	Exempt Sales	> -	[REDACTED]
3	Taxable Sales	>	[REDACTED]
4	Total Sales Tax	> +	[REDACTED]
5	Total Use Tax	> +	[REDACTED]
6	Total TSPLOST Tax	> +	[REDACTED]
7	Prepaid Local Sales/Use (MF)	> +	[REDACTED]
8	Total Tax Collected	>	[REDACTED]
9	Total Sales and Use Tax	>	[REDACTED]
10	Excess Tax	> +	[REDACTED]
11	Vendor's Compensation	> -	[REDACTED]
12	Previous Prepaid Amount	> -	[REDACTED]
13	Current Prepaid Amount	> +	[REDACTED]
14	Total Amount Due	>	[REDACTED]

Vendor's Compensation

	Tax Amounts	Tax Rate	Vendor's Comp
Non Motor Fuel Sales/Use (First \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
Non Motor Fuel Sales/Use (Over \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
On Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Off Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Total Vendor's Comp			[REDACTED]

Bad Debt

Bad Debt Credit	[REDACTED]
Bad Debt Collected	[REDACTED]

SALES AND USE RETURN

Sales & Use # : [REDACTED]

Period Ending: 31-Jul-2014

PART B Sales Tax Distribution Table

Location STN	Jurisdiction	Taxable Sales	Rate End Date	Tax Rate	Tax Due
	State	[REDACTED]		[REDACTED]	[REDACTED]
	060 - Fulton	[REDACTED]		[REDACTED]	[REDACTED]
	TOTAL SALES TAX				[REDACTED]

SALES AND USE RETURN

Sales & Use # [REDACTED]

Period Ending: 31-Jul-2014

PART C TSPLOST Sales Tax

Location STN	Jurisdiction	Taxable Sales	Sales Tax	Use Tax	Tax Due

Cancel

Request Information

Logon sirdah
 Status Pending...
 Confirmation Number 0-343-603-120
 Taxpayer Name TABOO 2 BISTRO
 Federal Employer ID # 20-0618065
 Sales & Use Tax [REDACTED]
 Request Title Return Payment for [REDACTED]
 Filing Period 31-Aug-2014
 Submitted 16-Sep-2014
 Payment Amount [REDACTED]

CONFIRMATION

Please review the payment request information below for your payment to the Department of Revenue.
 Please allow 2 business days for your payment to process.
 You may want to print a copy for your records.

Your Return Payment request confirmation number is **0-343-603-120**.

Paid For: Sales & Use Tax [REDACTED]
 SIRDAH ENTERPRISES INC
 31-Aug-2014
 Paid From: [REDACTED]
 Payment Amount: [REDACTED]
 Payment Date: 19-Sep-2014
 Submitted Date: 16-Sep-2014

This is only the payment request. It is your responsibility to review your bank statement to confirm that this transaction was successful.

OOPS? If you want to make a change, it is not too late. While a payment is still pending, you can return to your account, withdraw the payment, and make a new one.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

Cancel

SALES AND USE RETURN

Sales & Use #: [REDACTED] Period Ending: 31-Aug-2014

SIRDAH ENTERPRISES INC

6075 ROSWELL RD NE STE 001 SANDY SPRINGS GA 30328-4008

Confirmation Number: 1156402272

Filing Method: Electronic

Status: Submitted on 9/16/2014

7:03:09 PM

Estimated Assessment

Amended

No Sales/Use Activity

PART A

1	Total Sales (State)	>	[REDACTED]
2	Exempt Sales	>	[REDACTED]
3	Taxable Sales	>	[REDACTED]
4	Total Sales Tax	> +	[REDACTED]
5	Total Use Tax	> +	[REDACTED]
6	Total TSPLOST Tax	> +	[REDACTED]
7	Prepaid Local Sales/Use (MF)	> +	[REDACTED]
8	Total Tax Collected	>	[REDACTED]
9	Total Sales and Use Tax	>	[REDACTED]
10	Excess Tax	> +	[REDACTED]
11	Vendor's Compensation	> -	[REDACTED]
12	Previous Prepaid Amount	> -	[REDACTED]
13	Current Prepaid Amount	> +	[REDACTED]
14	Total Amount Due	>	[REDACTED]

Vendor's Compensation

	Tax Amounts	Tax Rate	Vendor's Comp
Non Motor Fuel Sales/Use (First \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
Non Motor Fuel Sales/Use (Over \$3,000)	[REDACTED]	[REDACTED]	[REDACTED]
On Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Off Road Motor Fuel	[REDACTED]	[REDACTED]	[REDACTED]
Total Vendor's Comp			[REDACTED]

Bad Debt

Bad Debt Credit	[REDACTED]
Bad Debt Collected	[REDACTED]

SALES AND USE RETURN

Sales & Use # : [REDACTED]

Period Ending: 31-Aug-2014

PART B Sales Tax Distribution Table

Location STN	Jurisdiction	Taxable Sales	Rate End Date	Tax Rate	Tax Due
	State	[REDACTED]		[REDACTED]	[REDACTED]
	060 - Fulton	[REDACTED]		[REDACTED]	[REDACTED]
	TOTAL SALES TAX				[REDACTED]

SALES AND USE RETURN

Sales & Use # [REDACTED]

Period Ending: 31-Aug-2014

PART C TSPLOST Sales Tax

Location STN	Jurisdiction	Taxable Sales	Sales Tax	Use Tax	Tax Due

1 **PRESENTATIONS**

- 2
3 1. Proclamation for Sandy Springs Reads – Mayor Paul

4
5 **Mayor Rusty Paul** called Christine Heller with Sandy Springs Reads to the front. He presented the
6 Proclamation to her and declared September 16th as Sandy Springs Reads Day in Sandy Springs.
7

- 8 2. Proclamation Declaring September 16, 2014 as The American Legion Day – Mayor Paul

9
10 **Mayor Rusty Paul** presented the Proclamation to Councilman John Paulson and Police Chief Ken
11 DeSimone. The Mayor proclaimed September 16, 2014 as American Legion Day in Sandy Springs.
12

13 **Councilman John Paulson** stated he and Chief DeSimone are members of American Legion Post 140
14 and Chief is the Post Commander.
15

- 16 3. Heritage Trail Presentation - Heritage Sandy Springs Historic Committee

17
18 **Heritage Sandy Springs President Phil Beeson** introduced Susan and Bob Beard and Danny Martin
19 from the Historic Resources Committee. He started the presentation on a proposed Heritage Trail and
20 how it can be of value to the City and the new City Center.
21

22 **Heritage Sandy Springs Historic Resources Committee Chair Susan Beard** continued the
23 presentation with pages 5-18.
24

25 **Heritage Sandy Springs committee member Bob Beard** presented pages 19-23. He suggested the “Our
26 Town Grant” program in order to fund the recommendations. The Committee would like to work with
27 the City in doing this project.
28

29 Mayor Paul thanked the Committee members and affirmed the City is interested in working with them on
30 this project. There is a tremendous amount of history in Sandy Springs that will continue with this
31 project.
32

33 **PUBLIC HEARINGS**

34
35 City Clerk Michael Casey read the rules for the Public Hearings segment of the meeting.
36

37 **Alcoholic Beverage License**

38 **23:47**

39 (Agenda Item No. 14-208)

- 40 1. Approval of Alcoholic Beverage License Application for Taboo 3000, 6075 Roswell Rd, Sandy
41 Springs, Georgia 30328. Applicant is Kenneth Durden for Consumption Wine, Liquor, and Malt
42 Beverage
43

44 **Revenue Technician Shaun Suggs** stated this item is a change of ownership for an alcoholic beverage
45 license application for consumption on premises of wine, malt beverage, and distilled spirits for Taboo
46 3000. Staff is deferring recommendation to the City Attorney.
47

48 **City Attorney Wendell Willard** stated there are questions about this application, because documents
49 were not included that are a requirement of the application package. He suggested that Council approve a
50 temporary license for sixty days while staff researches the issue. Staff will come back to Council during
51 that period of time for a final recommendation.
52

1 **Cary Wiggins, representative of the applicant**, stated he understands there was a favorable
2 recommendation from the City Manager and the legal department for this application. He was not told
3 anything was missing from the application package.
4

5 City Attorney Willard stated he reviewed the application package yesterday.
6

7 Mr. Wiggins stated about four hours ago he received a letter from residents and an employee of the
8 business who are opposing the application. There are salacious allegations in the letter. There is an
9 ongoing civil dispute in Federal Court. If that has any bearing on what is needed for this application, then
10 he objects to any continuance.
11

12 City Attorney Willard stated what was raised in the letter has no bearing. Staff is looking at the question
13 of items that were not included in the package. There is concern of when did the real estate closing take
14 place, since there was no closing statement in the package. The asset purchase agreement (APA) speaks
15 to the closing occurring December 27, 2013, effective January 1, 2014. The condition of closing calls for
16 an assignment of the lease. The lease assignment was made effective as of April 21, 2014. The
17 assignment states the assignee required all assets as of April 1, 2014, including the lease. The City does
18 not have a copy of this information. The application for the alcoholic beverage license was not filed until
19 July 27th.
20

21 **Mayor Rusty Paul** stated if the owner closed on the property in April and they have been operating since
22 then, they have been doing that illegally.
23

24 City Attorney Willard responded that would be correct.
25

26 Mr. Wiggins stated the change of ownership is subject to the closing and obtaining the alcohol license.
27

28 City Attorney Willard stated these are things he needs to find out. The APA refers to certain exhibits
29 being attached to the APA and they were not included in the package. Staff needs a complete copy of
30 these. The license application calls for the submission of the APA and closing statement. Staff has a
31 portion of the APA, but no closing statement or a copy of the check. The date on the application is April
32 21, 2014, which was signed by a notary, but the application was not filed until July 24th. Staff is trying to
33 gain an understanding of why there are time gaps.
34

35 Mr. Wiggins stated the paperwork he received from the City states the City Attorney reviewed the
36 application and approved it.
37

38 City Attorney Willard stated he did not approve the application and he just saw it yesterday.
39

40 Mayor Paul called for public comments in support of the application. There were no public comments.
41 Mayor Paul called for public comments in opposition to the application.
42

43 **Chip Collins, 171 17th Street, Atlanta, GA**, stated he represents eleven people consisting of ten females
44 and one gentleman who have a lawsuit in federal court. He is opposed to a temporary license. The sale
45 may not have occurred and if so, the current license is still in effect and will be until the end of the year.
46 There is no harm done to the seller while the City Attorney reviews the documents. If the sale of the
47 property did occur, then the buyer has been operating illegally, which is another reason to deny the
48 application. Eleven of his clients have an FLSA claim and six of them are represented by the EEO in a
49 sexual harassment claim. The legal basis for this opposition is that there is no reason to believe the
50 applicant, Mr. Durden, will be on the premises of the property for the minimum of ten hours a week
51 required by City ordinance Section 6-60. Mr. Durden lives and works 250 miles away outside of
52 Savannah, GA. He owns and operates a family counseling business in Rincon, GA. He is a self-

1 described psychiatric counselor with no known history in the bar and restaurant business. The moral and
2 practical basis for this opposition is that Mr. Durden is nothing more than a straw buyer. He believes the
3 purported sale of assets by the current owner is nothing but a sham and a fraudulent conveyance to avoid
4 the consequences of two inevitable judgments that will be rendered against Taboo 2 in federal court for
5 the mistreatment of their employees. Granting the requested license in these circumstances would be the
6 City facilitating a scheme that will allow the principles of this nightclub to continue operating business as
7 usual while making it extremely difficult, if not impossible, for the aggrieved former employees to be
8 compensated for what they almost certainly will be awarded. The facts are set forth in his letter to
9 Council and the supporting documents, which are the exhibits. Taboo 2 has a history of inaccurate
10 representations to the City. The current license holder is Ishmael Serta. In a brief that Mr. Serta filed in
11 federal court, his lawyer said that Mr. Serta has not set foot in the club in years. Yet, the requirement is
12 for the applicant to be on the premises at least ten hours a week. Thomas and Sherry Dixson are names
13 that float around the club. They appear to be heavily involved in the operation of the club, but for some
14 reason they choose to be removed from the paper trail. They have been held out as owners of the club
15 and the federal court recognizes that Thomas Dixson has supervisory authority and made hiring decisions,
16 yet they do not appear on the application or business license. There are two lawsuits and one lawsuit is a
17 Fair Labor Standards Act. In late 2012 his clients, represented by Peter Golden, filed suit in the Northern
18 District Georgia Federal Court, alleging violations of the Fair Labor Standards Act. The allegation is the
19 waitresses and bartenders were forced to work for tips only, in violation of the Federal Minimum Wage
20 Laws. A motion for Summary judgment was filed in September 2013. Federal Judge Hunt issued an
21 order granting the motion for summary judgment against Mr. Serta and Serta Enterprises holding that
22 they did in fact violate the Fair Labor Standards Act and they are liable for damages in an amount to be
23 determined. The briefing of damages has been completed. The damage summary claimed by Mr. Golden
24 is approximately \$400,000 against the current owner of the license and he expects this judgment to be
25 rendered in 60 days. Six of his female clients filed charges for sexual harassment with the EEOC. The
26 EEOC investigated these things and based on the results of the investigation filed suit against Taboo 2
27 Bistro and Club. The allegations consist of incidents of repeated groping, unwelcome sexual comments,
28 requests for sexual favors, and indecent exposure by Taboo 2 management. A representative of the
29 EEOC and an attorney are here to report briefly on the status of that case. The damages for that claim are
30 also over \$400,000, bringing the total potential exposure to Taboo 2 up to \$1 million. There is evidence
31 in the record of deceptive conduct by the Taboo principles showing they are willing to do whatever they
32 can to thwart justice for his clients. The EEOC, or Mr. Golden, obtained an affidavit of a former
33 employee that reported several examples of deceptive conduct. She is the former girlfriend of Taboo 2's
34 manager. The former employee stated a story was fabricated regarding the sexual harassment claim that
35 the employees are prostitutes, but they are not. This employee stated the principles of the bistro got her to
36 lie and sign an affidavit. Thomas Dixson was in the room with the attorney when she signed the previous
37 affidavit. She claims that Mr. Dixson told her he was transferring the club to the manager, Mr.
38 Scholeneck, in an attempt to avoid liability from the lawsuits. She also said that Taboo 2 is a front for a
39 drug distribution business run by Mr. Serta. When she said she was tired of lying for Taboo 2, they
40 reduced her weekly working hours. There is not much known about Mr. Durden except what can be
41 found on the internet, which says he lives in Port Wentworth, GA. The only party that should be allowed
42 to continue to run the nightclub is the one that owes his clients the money. He wants the business to
43 continue to operate a legal operation in order to make money to compensate his clients. The City should
44 not be a party to Taboo 2's scheme to avoid liability.

45
46 **Sairalina Montasino, 100 Alabama St. SW #4R30, Atlanta, GA,** stated she is an attorney for the Equal
47 Employment Opportunity Commission. The EEOC investigated the allegations made by several of the
48 ladies who are suing under the FLSA. The allegations were very serious. The status of the case is that it
49 is in the discovery process. The discovery period is set to end on December 16th. The case is also in the
50 middle of noticing the positions for witnesses as well as third parties who may provide sufficient
51 information on the real ownership of Taboo 2. Her firm issued a subpoena that has not yet been served

1 for Mr. Durden's deposition. She asked that Council deny this application. The damages the EEOC is
2 requesting are \$402,521 in back pay, compensatory, and punitive damages.

3
4 Mr. Wiggins stated he heard Mr. Collins asked the club not to be closed in order to be able to collect the
5 judgment money. He would be remiss if he did not say this sounds very much like an effort to bring the
6 civil lawsuit into this forum. Mr. Durden is a legitimate purchaser. He has the right to due process for the
7 alcohol license application. He knows he will not get anything besides a 60 day continuance.

8
9 Mayor Paul closed the public hearing.

10
11 City Attorney Willard stated the City does not address what was heard during public comment as far as
12 processing the alcoholic beverage application. Staff looks at the moral character, police records, arrest
13 records, and conviction records of people that are applying for a license. Staff will determine if the
14 appropriate paperwork has been submitted to receive a license. If the applicant meets all of the criteria of
15 the ordinance, the City is then obligated to issue a license. There may be lawsuits involved, but that is not
16 something that should affect Council's decision making process.

17
18 Mayor Paul asked Mr. Collins to return to the microphone. Mr. Collins alleges that if the City issues the
19 alcohol license that in essence it forecloses their legal avenues.

20
21 Mr. Collins stated the judgment will be against the owner that is currently operating the establishment.
22 Once the new owner is allowed to have an alcohol license, his clients become one step removed from the
23 money that could potentially compensate them. While it is an objective standard, he would guess that
24 Council does not take everything submitted at face value. This is fraudulent conveyance. He believes
25 within 60 days a judgment will be issued and the EEOC will be able to complete its investigation by
26 talking to Mr. Durden and Mr. Dixon and determining how this business operates. Irreparable harm will
27 be caused to the ladies if Mr. Durden from the southern part of Georgia is allowed to represent that he
28 will be in the nightclub ten hours a week. He is not sure what happened when Taboo 1 became Taboo 2,
29 but he can guarantee there was probably a lawsuit involved. He requested a deferral for sixty days to
30 allow the EEOC more time to gather facts.

31
32 Mayor Paul asked if it is correct that staff does not have all the documentation needed to show an actual
33 transaction has occurred.

34
35 City Attorney Willard responded yes.

36
37 Mayor Paul stated if Council is in doubt that a transaction has occurred, can the license be left as it is.

38
39 City Attorney Willard stated Council is making the decision on whether a license should be issued or not.
40 The paperwork in the file that has been submitted is incomplete. He does not know until he sees the
41 paperwork if there truly was a transaction that transferred ownership. If a transaction has occurred, it
42 would be improper to leave the current license in place. He suggested a sixty day temporary license,
43 which Council has the ability to do.

44
45 Mayor Paul asked if the file is incomplete and Council does not have adequate information to make that
46 determination, then how can the license be considered provisional.

47
48 City Attorney Willard stated that is the reason for the sixty day temporary license.

49
50 Mayor Paul asked what the City's liability is if Council denies this application.

51

1 City Attorney Willard stated if the application is denied and a closing has occurred, then the current
2 alcohol license that has been in place cannot be used.

3
4 **Councilman Andy Bauman** asked if the business would be shut down.

5
6 City Attorney Willard stated if the business had a sales transaction, that information will be brought to the
7 attention of the Council as part of the application.

8
9 Mayor Paul asked if there is no alcohol license, could the business still operate, but not serve alcohol.

10
11 City Attorney Willard responded yes.

12
13 **Councilman Tibby DeJulio** asked if the City ordinance requires a new application for a business license
14 when a business transfers ownership.

15
16 City Attorney Willard responded yes.

17
18 Councilman DeJulio asked if a new application for a business license was applied for.

19
20 Revenue Technician Suggs responded yes. It was filed for on July 24, 2014 and they were granted a
21 business license.

22
23 **Councilman Gabriel Sterling** stated since there is the question of when the business did or did not
24 transfer, has the business been making the alcohol tax payments to the City.

25
26 Revenue Technician Suggs answered no, because the alcohol license has not been approved.

27
28 Councilman Sterling stated the business owner would be paying on the old alcohol license.

29
30 Revenue Technician Suggs stated he believes that Taboo 2 does pay every month.

31
32 Councilman Sterling stated it looks like there is evidence the business has been operating illegally.

33
34 City Attorney Willard stated those are things the City does not know, yet, and he will be investigating
35 this. He suggested Council approve a sixty day temporary license while the investigation continues.

36
37 Councilman Bauman stated it seems that Mr. Collins is requesting injunctive relief.

38
39 Mr. Collins stated that is where we might be, but he does not believe the question has been answered as to
40 whether a closing occurred. The business has been operating under Taboo 2 and has been making the tax
41 payments. He thought he heard Mr. Wiggins say the closing was contingent upon the alcohol license and
42 if that is the case, then it has not closed and they are still able to operate under the old license.

43
44 Councilman Bauman stated Mr. Collins wants the business to stay open, but he feels a case has been
45 made for a denial of the application.

46
47 Mr. Collins asked for the denial of the Taboo 3000 application, but to continue letting Taboo 2 operate.

48
49 City Attorney Willard stated he is not sure that Taboo 2 can continue to operate, since he does not know
50 who is legally owner of that property.

51

1 **Councilman Graham McDonald** stated if the applicant's paperwork is incomplete, he does not
2 understand why the City would issue a sixty day license as opposed to a denial. He asked if the City
3 could face liability if there was a denial.

4
5 City Attorney Willard stated an application has been submitted along with some documents, but not all of
6 the documents. The closing statement indicates when a closing occurred for the sale of the business. The
7 closing could have occurred as early as January 1, 2014, or up to sometime in April. He is concerned, but
8 he does not have enough information to make a recommendation to Council. If the ownership changed
9 and Council denies this application, there could potentially be the right for action against the City. Their
10 application, although incomplete, could be deemed sufficient for the City to recognize moving forward.

11
12 Councilman McDonald stated it does not strike him as a strong cause of action, when it is based on
13 incomplete paperwork by the applicant.

14
15 Councilman Sterling asked if the sale is contingent on the transfer of the liquor license or not.

16
17 Mr. Wiggins replied he is not sure, but he believes it is contingent.

18
19 Councilman Bauman asked if the applicant is in attendance this evening.

20
21 Mr. Wiggins stated the applicant is on his way here and will be here at about 7:30 p.m. The downside of
22 denying the application this evening is that Council will violate basic fundamental due process rights of
23 O.C.G.A 33-2B. He had no notice before Mr. Collins spoke regarding the allegations. That is not due
24 process.

25
26 Councilman McDonald asked if the application was complete.

27
28 Mr. Wiggins stated if it was incomplete, the City did not let him know. Council heard that the package is
29 incomplete at the same time he heard this.

30
31 Councilman McDonald asked if due process requires advance notice of telling him that the application is
32 incomplete.

33
34 Mr. Wiggins stated he came here thinking the application was fine. Mr. Collins wants to keep the club
35 open so he can collect on a federal judgment, and that is improper.

36
37 City Attorney Willard stated Council is not making a recommendation on things that were said by anyone
38 who appeared at the podium. Those are arguments why someone feels there should or should not be a
39 licensed issued. He is basing the recommendation to Council on what is in the filed application.

40
41 Councilman Sterling stated if the application is contingent on the sale of the property, and there has been
42 no transfer yet, then the business would be operating under the old license. If there is a straw buyer
43 situation at the end of the sixty day trial, can Council deny or approve the application.

44
45 City Attorney Willard stated at that time he will provide the necessary information to Council. An
46 alcohol license is a privilege in this State and not an entitlement. The question is whether what is in the
47 City ordinance and the application package meets the requirements to be granted a license.

48
49 **Councilman John Paulson** stated staff believes this application is incomplete and what is being asked of
50 Council is to provide a temporary license for up to sixty days while the City Attorney does research on
51 the application.

52

1 Mayor Paul stated one thing that confuses him is the contingent sale. If the transfer of the business is
2 required before applying for a liquor license, how can you have a sale contingent on the liquor license?
3

4 City Attorney Willard stated people apply for a license when the sale occurs. The pending of the license
5 grants them the continuation of the use of that property while the license is under review. When there is a
6 pending license, the assumption is that a sale has occurred.
7

8 Mayor Paul stated then it could not be a contingent sale.
9

10 City Attorney Willard stated he does not believe there is an agreement that the sale is contingent upon the
11 license, but upon the lease transfer which occurred in April.
12

13 Mr. Wiggins stated he is not the corporate attorney who prepared the closing docs. He does not know if
14 the sale is contingent.
15

16 **Motion and Second:** Councilman Sterling moved to grant a temporary Alcoholic Beverage License
17 Application for up to 60 days to Taboo 3000, 6075 Roswell Rd, Sandy Springs, Georgia 30328, to allow
18 the City Attorney to review the application documents. The applicant is Kenneth Durden for
19 Consumption Wine, Liquor, and Malt Beverage. Councilman McDonald seconded the motion.
20

21 Councilman Paulson asked if Council is approving or deferring the application.
22

23 City Attorney Willard stated Council is granting a temporary up to sixty day license.
24

25 Councilman McDonald asked the City Attorney if he is comfortable with this action.
26

27 City Attorney Willard responded yes.
28

29 Councilman Sterling asked if the business was sold and the new owner has been operating on the old
30 alcohol license before filing with the City, are there some compensatory damages for the new owner
31 violating the law.
32

33 City Attorney Willard stated if the new owner violated the law, this is something to consider when
34 Council reviews the license request after the time period of up to sixty days.
35

36 **Vote on the Motion:** The motion carried 5-1, with Councilman Bauman voting in opposition.
37

38 Rezoning

39 1282237

40 (Agenda Item No. 14-209)

- 41 2. 201300687 (DRI)** - Tax Parcel 17-0019- LL-059 (Abernathy Road, Peachtree Dunwoody
42 Road, Mount Vernon Highway, GA 400), *Applicant: Hines*, to rezone the subject property from
43 O-I (Office and Institutional District) conditional to MIX (Mixed Used District), with a use
44 permit to exceed the maximum district height and concurrent variances
45

46 **Manager of Planning and Zoning Patrice Dickerson** stated this item was deferred from the July City
47 Council meeting and Council requested additional information related to the traffic impact of the project.
48 Staff has not modified the recommendation from approval conditional and the Planning Commission
49 recommended approval subject to staff conditions as amended.
50

51 **Nathan Hendricks, representative of the applicant**, stated the property is 14.3 acres on the west of GA
52 400 and east of Peachtree Dunwoody Road. The request is to rezone to a MIX classification. There are