

LUMPKIN COUNTY ALCOHOLIC BEVERAGE LICENSE

Applicant/: TUSHAR V PATEL
Business Name: YOGIS QUIRSTOP INC.
d/b/a: CUTIE GAS AND GROCERY.

Documents are available at www.lumpkincounty.gov under "Downloads" on the Commissioners' section of the website.

The following documents or information shall be submitted:

1. Completed application
2. Payment of license fee Date 8/4 ^{CH} Receipt No. 1003
3. Reports from GCIC and NCIC
4. Advertisement affidavit from Dahlonega Nugget
5. Copy of Lumpkin County Business License
6. Certificate of residence (*must be for Lumpkin County*)
7. Evidence of ownership or lease of the building or premises
8. Drawing to scale or affidavit of registered surveyor of the business or premises
9. Photograph of principal officers
10. Photographs of all sides of building or premises

County Clerk

date

Approved:

Chairman, Lumpkin County Board of Commissioners

date

Lumpkin County, Georgia Alcoholic Beverage License Application

Business Name: YOGIS QUIK STOP INC

Applicant: TUSHAR V PATEL

Registered Agent: MANSUKHLAL M BHANDERI

Registered Agent: All licensed establishments must have and continuously maintain a registered agent who is a Lumpkin County resident for purposes of any process, notice or demand required. This agent may also be the business owner, manager, partner or other party with an interest in the establishment. The registered agent's name, along with the written consent of such agent, must be filed with the Board of Commissioners. The registered agent's written consent must be attached to this application when submitted.

Registered Agent: MANSUKHLAL M BHANDERI Phone No.: _____

Business Name: CLAY CREEK GROCERY

Business Address: 2261 OAK GROVE RD.

City: DALHONEGA State: GA Zip Code: 30533

Home Address: SAME AS ABOVE

City: _____ State: _____ Zip Code: _____

Date of Birth: _____ Social Security No.: _____

Note: Fill in all information accurately and completely. If this is a renewal you must fill in all the correct information for the renewal year. Be sure to keep a copy of each year's application in your business records. Renewal applications will not be accepted unless all ratio reports have been completed and submitted.

Lumpkin County, Georgia Alcoholic Beverage License Application

REGISTERED AGENT CONSENT FORM

Business Name: CLAY CREEK GROCERY

Business Location: 2261 OAK GROVE RD.

City, State, Zip: DALHONEGA GA 30533

I, MANSUKHLAL BHANDERI, do hereby consent to serve as the registered agent for the licensee, owner, officers and/or director and to perform all obligations of such agency under the provisions of the ordinances of Lumpkin County. Every establishment holding an alcoholic beverage license in the county must have a registered agent. The licensee *may* also be the registered agent but to serve as both licensee and agent the licensee *must* be a Lumpkin County resident. Every registered agent *must* be a resident of Lumpkin County.

This TUESDAY day of 8/4/2015, 2015.



Signature of Registered Agent

MANSUKHLAL BHANDERI

Type or Print Name of Registered Agent

2261 OAK GROVE RD.

Registered Agent's Home Address

DALHONEGA GA 30533

City, State, Zip



Subscribed and Swore Before Me on The
4 Day of August, 2015.
Melissa Z. Rich

Notary Public
Commission Expires: 9/29/16

Signature of Licensee: _____

Lumpkin County, Georgia Alcoholic Beverage License Application

AFFIDAVIT VERIFYING STATUS FOR COUNTY PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a Lumpkin County, Georgia Business Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. §50-36-1, I am stating the following with respect to my application for a Lumpkin County Business Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for

TUSHAR V PATEL

Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity

1) _____ I am a United States citizen

OR

2) I am a legal permanent resident, 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act, 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code §16-10-20 of the Official Code of Georgia.

Signature of Applicant: T.V. Patel

Date: 8/4/2015

Printed Name: TUSHAR V PATEL

Alien Registration Number for non-citizens: A# 063-289-628

Subscribed and Swore Before Me on The

4 Day of August, 2015

Melissa Z. Rich

Notary Public

Commission Expires: 9/29/16



*Note: O.C.G.A. §50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Lumpkin County, Georgia Alcoholic Beverage License Application

Fee Schedule

Select the license fees applicable to your license. Refer to Lumpkin County Alcoholic Beverage Ordinance if you are uncertain of the requirements. **Please check the boxes that apply to your application:**

<u>New Application</u>	<u>Renewal Application</u>
<input type="checkbox"/> New – Manufacturer License \$1,500.00 <i>(Principle place of business in Lumpkin County)</i>	<input type="checkbox"/> Renewal – Manufacturer License \$1,500.00 <i>(Principle place of business in Lumpkin County)</i>
<input type="checkbox"/> New – Wholesale Dealer License \$2,000.00 <i>(Principle place of business in Lumpkin County)</i>	<input type="checkbox"/> Renewal – Wholesale Dealer License \$2,000.00 <i>(Principle place of business in Lumpkin County)</i>
<input type="checkbox"/> New – Wholesale Dealer License \$500.00 <i>(Principle place of business not in Lumpkin County)</i>	<input type="checkbox"/> Renewal – Wholesale Dealer License \$500.00 <i>(Principle place of business not in Lumpkin County)</i>
<input checked="" type="checkbox"/> New – Retail Dealer License \$1,000.00 <i>(Original packages of beer or wine for consumption off premises) after 7/1 - reduced fee \$500.00 fee</i>	<input type="checkbox"/> Renewal – Retail Dealer License \$1,000.00 <i>(Original packages of beer or wine for consumption off premises)</i>
<input type="checkbox"/> New – Retail Dealer License \$1,000.00 <i>(Beer or wine for consumption on premises)</i>	<input type="checkbox"/> Renewal – Retail Dealer License \$1,000.00 <i>(Beer or wine for consumption on premises)</i>
<input type="checkbox"/> New – Retail Dealer License \$1,500.00 <i>(Distilled spirits by the drink for consumption on premises)</i>	<input type="checkbox"/> Renewal – Retail Dealer License \$1,500.00 <i>(Distilled spirits by the drink for consumption on premises)</i>
<input type="checkbox"/> New – Additional Fixed Bar License \$750.00 <i>(Distilled spirits by the drink for consumption on premises-must have concurrent license at location)</i>	<input type="checkbox"/> Renewal – Additional Fixed Bar License \$750.00 <i>(Distilled spirits by the drink for consumption on premises-must have concurrent license at location)</i>
<input type="checkbox"/> New – Any Movable Bar License \$250.00 <i>(Distilled spirits by the drink for consumption on premises-must have concurrent license at location)</i>	<input type="checkbox"/> Renewal – Any Movable Bar License \$250.00 <i>(Distilled spirits by the drink for consumption on premises-must have concurrent license at location)</i>
<input type="checkbox"/> New – Nonprofit Private Club License \$250.00 <i>(Beer for consumption on premises)</i>	<input type="checkbox"/> Renewal – Nonprofit Private Club License \$250.00 <i>(Beer for consumption on premises)</i>
<input type="checkbox"/> New – Nonprofit Private Club License \$250.00 <i>(Wine for consumption on premises)</i>	<input type="checkbox"/> Renewal – Nonprofit Private Club License \$250.00 <i>(Wine for consumption on premises)</i>
<input type="checkbox"/> New – Nonprofit Private Club License \$500.00 <i>(Beer and wine for consumption on premises)</i>	<input type="checkbox"/> Renewal – Nonprofit Private Club License \$500.00 <i>(Beer and wine for consumption on premises)</i>
<input type="checkbox"/> New – Nonprofit Private Club License \$1,000.00 <i>(Distilled spirits for consumption on premises)</i>	<input type="checkbox"/> Renewal – Nonprofit Private Club License \$1,000.00 <i>(Distilled spirits for consumption on premises)</i>
<input type="checkbox"/> New – Brewpub License \$600.00 <i>(Brewed for consumption on premises)</i>	<input type="checkbox"/> Renewal – Brewpub License \$600.00 <i>(Brewed for consumption on premises)</i>
<input type="checkbox"/> New – Hotel-Motel In-Room Service \$100.00 <i>(Must have concurrent consumption license at location)</i>	<input type="checkbox"/> Renewal – Hotel-Motel In-Room Service \$100.00 <i>(Must have concurrent consumption license at location)</i>

Lumpkin County, Georgia Alcoholic Beverage License Application

Applicant: TUSHAR VINAYKANT PATEL
(print your full name)

social security number _____ date of birth _____ city, county, state, (country) of birth INDIA

Residence: _____
street (911 address) city county state zip CUMMING FORSYTH GA 30040

Phone number: _____ email address: _____

How long have you been a Lumpkin County resident? _____

Have you ever made a previous application for any alcoholic beverage license or permit in any state? Yes No

If **YES**, provide the following information for each and every such application:

city county state

Provide in detail the identity of the issuing governmental authority, the business entity for which the license was filed, the date and disposition of the application.

(Continue on last page of application if more space is required.)

Has any previously granted alcoholic beverage license issued to you ever been revoked, suspended or restricted?
 Yes No

If **YES**, provide the following information for each and every such application:

city county state

Provide in detail the identity of the issuing governmental authority, the business entity for which the license was filed, the date and disposition of the application.

(Continue on last page of application if more space is required.)

Lumpkin County, Georgia Alcoholic Beverage License Application

Is the business in operation at this time: Yes No

If yes, give the date business started: 6/12/2015 If no, planned starting date: _____

Business Name: YOGIS QUIKSTOP INC.

DBA (Doing Business As): CUTIE GAS AND GROCERY.

Business Location: 6849 S CHESTATEE DALHONEGA GA 30533

(Must be a physical location, not a post office box)

Business Mailing Address: 6849 S CHESTATEE

City: DALHONEGA State: GA Zip Code: 30533

Business Phone: 706 482 9911 Business Fax: 706 482 9911 email: _____

Form of Business: CORPORATION
(proprietorship, partnership, limited partnership, corporation, charitable corporation, limited liability company, other)

Business Owner: TUSHAR V PATEL Phone No.: _____

Home Address: _____

City: COMMING State: GA Zip Code: 30040

Date of Birth: _____ Social Security No.: _____
(Use a separate sheet for information on additional owners.)

Federal Employer ID No.: 47-3984568, GA Sales Tax ID No.: 26239112102

State License No.: 308403289, Name on License: YOGIS QUIKSTOP INC.

Expiration Date: _____, Business License No.: _____

Primary Business Activity: GAS AND GROCERY. BEER & WINE
(provide copy of license)
(Be specific and list all businesses conducted under business name.)

Names and addresses of owners, partners, and shareholders should be provided in spaces at conclusion of form or on a separate sheet of paper, except shareholders in publicly held corporations may be omitted.

Indicate also any arrests or convictions of any listed owner, shareholder, partner, or the individual making this application for the last seven years, excluding minor traffic violations.

This application must be completed for each Alcoholic Beverage License issued by Lumpkin County.

Lumpkin County, Georgia Alcoholic Beverage License Application

**Warning: Making any False Statement
Under Oath is a Crime and Can Result
In Fines or Prison Sentences**

This document must be executed in the presence of a notary public or other officer empowered by law to administer oaths.

Affidavit

State of Georgia,
Lumpkin County

Now comes TUSHAR V PATEL, of YOGIS QUICK STOP INC,
(print name) (business name)
before the undersigned officer, duly authorized to administer oaths, and, having been sworn, states as follows:

I, TUSHAR V PATEL, being the OWNER of the business
(print name) (job title)
entity listed above, declare the information contained in this application is true and correct to the best of my knowledge.

T.v. Patel 04/08/2015
(signature of applicant - sign in front of notary) (date)

The affiant, being sworn, made the above set out statement in my presence.

Melissa Z. Rich
Notary Public
My Commission Expires: 9/29/16




Request for Georgia Crime Information Center Report

Date: 8/4/15 Request No. _____
Applicant Tushar V Patel
SSN: _____ Date of Birth: _____

I, the above named applicant, appearing before the undersigned officer authorized to administer oaths, having been duly sworn, state as follows:

I request that the Lumpkin County Sheriff's Office obtain from the G.C.I.C. a complete report of any and all criminal records which might be filed under my name or identity. As a part of this request, I consent to have my fingerprints submitted, and to provide any additional information required by the Sheriff to obtain this report.

I further knowingly and voluntarily waive my right of privacy regarding these records, but this waiver is limited to directing that the Sheriff provide the report received to the Lumpkin County governing authority, its agents and employees, and the Lumpkin County Attorney, for use in evaluating my application for a license for sale of beer and wine within the unincorporated areas of Lumpkin County. It is my understanding that this report will be retained in my application file as a sealed file, and that it will not routinely be a public record.

I further agree that, in the event I am denied a beer and wine sales license for any reason, and I appeal, then such appeal shall automatically act as a further privacy waiver and any report acquired under the terms of this request shall be unsealed, and shall become merely a part of my public application and, under such circumstance, I fully waive all rights of privacy to said information.

I hereby authorize and direct the G.C.I.C. the Lumpkin County Sheriff, and the governing authority of Lumpkin County, Georgia, to provide and review the said crime information report for the above referenced purpose.

Signed under oath in my presence

This 4 day of August, 20 15.

Tushar V Patel (Sign Name)

T.V. Patel (Print Name)



Della Alicia Singh
Notary Public
Commission Expires: 10-5-15



LUMPKIN COUNTY

Occupational Tax Certificate

Yogis Quik Stop, Inc. dba Cutie Gas and Grocery

Business Name

6849 South Chestatee, Dahlonega, Georgia 30533

Street Address

08/05/15

Date First Issued

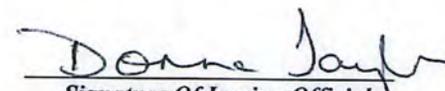
January 1, 2016

Expiration Date

1797-2015

Business License Number

NAICS 2007 Classification
447110


Signature Of Issuing Official
Lumpkin County Planning Department

*It is the responsibility of the business owner to notify this department of any changes in the status or ownership of the above listed business.
This Business License certificate is issued each year to indicate payment of the required Occupational Taxes for that year.
Occupational Taxes must be paid no later than December 31 of each year. Failure to pay by the deadline will result in penalty and/or fine.*

CERTIFICATE OF RESIDENCE



STATE OF GEORGIA, Lumpkin, COUNTY:

I, Michael A Chastain, Judge of the Probate

Court for Lumpkin County, Georgia hereby certify that _____

Mansukhtal m. Bhanderi is now, and has been a bona fide resident of the

State of Georgia for one year and the County of Lumpkin for one year immediately

preceding the date of this affidavit; based upon the affidavit of applicant, and the evidence submitted therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Probate

Court, this 4th, day of August, 20 15.

JUDGE OF THE PROBATE COURT

Lumpkin
COUNTY, GEORGIA

COMMERCIAL LEASE AGREEMENT

ARTICLE 1.00 BASIC LEASE TERMS

1.01 Parties. This COMMERCIAL LEASE AGREEMENT (the "Lease") is entered into as of June 12, 2015 by and between the following Landlord and Tenant: Guru Pramukhswami "L.L.C.", a Georgia limited liability company, located at 5135 Deerklade Drive, Alphertta GA 30005 (the "Landlord" or "Seller") and Yogi's Quik Stop, Inc., a Georgia corporation, located at 6849 South Chestatee Street, Dahlonga, GA 30533 (the "Tenant" or "Purchaser") (Landlord and Tenant together the "Parties").

1.02 Demise of Leased Premises. Landlord hereby leases, demises and lets to Tenant, and Tenant hereby takes and leases from Landlord for the Term (as defined hereinafter) and upon the provisions hereinafter specified, all of Landlord's right, title and interest in and to the following (collectively, the "Leased Premises") (i) the lot or parcel of land described in Exhibit A attached hereto and made a part hereof, known as **6849 South Chestatee Street, Dahlonga, GA 30533**, together with the easements; rights and appurtenances thereunto belonging or appertaining, (collectively, the "Land"); (ii) all buildings, structures and other improvements now existing or hereafter constructed or reconstructed on the Land (collectively, the "Improvements"); and (iii) all lighting, electrical, mechanical, plumbing, fuel storage and dispensing (including, but not limited to underground storage tanks, piping, fuel dispensers, lines, swivels, hoses and nozzles), and heating, ventilation and air conditioning systems, equipment, other personal property and fixtures used in connection with or situated on the Land and Improvements, together with all additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease (collectively, the "Equipment").

1.03 Term. Subject to and upon the conditions set forth herein, the initial term of this Lease (the "Initial Term") shall commence on June 12 2015 (the "Commencement Date"), and shall terminate ten (10) years after the Commencement Date, unless this Lease is sooner terminated or extended as provided for herein (the "Expiration Date"). The Tenant shall have one (1) additional options of five (5) years each to extend this lease. (The period from the Commencement Date to the Expiration Date of this Lease, including all option periods, shall be known as the "Term").

1.04 Base Rent.

The base rent (the "Base Rent") during the Initial Term shall be \$4,750.00 per month. For every year thereafter, base rent for the lease shall be increased by three percent (3%). The rent schedule is as indicated below:

June 12, 2015 – June 11, 2016	\$4,750.00/month
June 12, 2016 – June 11, 2017	\$4,892.50/month
June 12, 2017 – June 11, 2017	\$5,039.28/month
June 12, 2018 – June 11, 2019	\$5,190.46/month
June 12, 2019 – June 11, 2020	\$5,346.17/month
June 12, 2020 – June 11, 2021	\$5,506.56/month

EP

June 12, 2021 – June 11, 2022	\$5,671.76/month
June 12, 2022 – June 11, 2023	\$5,841.91/month
June 12, 2023 – June 11, 2024	\$6,017.17/month
June 12, 2024 – June 11, 2025	\$6,197.69/month

The base rent for the first option term of five years shall be as follows:

June 12, 2025 – June 11, 2026	\$6,383.62/month
June 12, 2026 – June 11, 2027	\$6,575.13/month
June 12, 2027 – June 11, 2028	\$6,772.38/month
June 12, 2028 – June 11, 2029	\$6,975.55/month
June 12, 2029 – June 11, 2030	\$7,081.82/month

1.05 Addresses. Except for legal process which may also be served as by applicable law, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when (i) hand delivered; (ii) on the day after deposit with a nationally recognized overnight carrier, having specified standard or priority overnight delivery and being prepaid; or (iii) three (3) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addressed as follows:

To Tenant, delivered to the Leased Premises address, Attention: Manager

To Landlord: Guru Pramukhswami, L.L.C, 5135 Deerlake Drive, Alpharetta, GA 30005
 Either party may change such addresses from time to time by advance notice to the other in writing.

1.06 Permitted Use. The Leased Premises shall be solely used as a convenience store/retail motor fuel outlet, office space, and for any other uses customarily ancillary thereto for branded retail motor fuel outlets (the "Permitted Use").

ARTICLE 2.00 RENT

2.01 Base Rent. Tenant agrees to pay monthly as Base Rent during the Term, the sum of money set forth in Section 1.04 of this Lease, which amount shall be payable to Landlord at the address shown above. The monthly installments of Base Rent during the Lease Term shall be due and payable on or before the first (1st) day of each calendar month in the Term. Notwithstanding the foregoing, if the Commencement Date shall occur on a date other than the first day of any month, Base Rent for the period from and including the Commencement Date through and including the last day of the month in which the Commencement Date occurs shall be paid on the Commencement Date. Base Rent for any partial month shall be prorated based upon the actual number of days in such month. In the event any payment of Base Rent is not received by the Landlord by the fifth (5th) day of the month in which it is due, Tenant shall pay a late charge equal to ten percent (10%) of the Base Rent due.

Handwritten initials: TP

2.02 Additional Rent. Landlord shall pay all ad valorem taxes levied by the governmental authorities on the Land and Improvements, and all installments of special assessments, including dues and assessments by means of deed restrictions and/or owners' associations which accrue against the Land and Improvements, during the Lease Term (the "Ad Valorem Taxes") to the taxing authority on a timely bases.

2.03 Personal Property Taxes. Tenant shall pay, before delinquent, the personal property taxes levied by the governmental authorities at the Leased Premises during the Term, whether for fixtures, inventory, equipment or other personal property at the Leased Premises. Tenant shall exercise its commercially reasonable efforts to have the Personal Property Taxes placed in the name of Tenant during the Lease Term.

2.04 Utilities. Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Leased Premises during the Lease Term and for all connection fees or account set-up charges imposed by the utility and service providers.

2.05 Holding Over. In the event that Tenant does not vacate the Leased Premises upon the expiration or termination of this Lease, Tenant shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord as Base Rental for the period of such holdover an amount equal to one and one-half (1 ½) times the Base Rent which would have been payable by Tenant had the holdover period been a part of the original term of this Lease. Tenant agrees to vacate and deliver the Leased Premises to Landlord upon Tenant's receipt of notice from Landlord to vacate. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the Term of this Lease.

2.06 Books and Records. Landlord may, at Landlord's sole discretion, but no more often than once in any given calendar year during the Term, require reasonable proof that Tenant is in compliance with all local, state, and federal law, and has paid all taxes and fees due to any governmental entity including but not limited to lottery fees and bills, licenses, etc.

ARTICLE 3.00 OCCUPANCY AND USE

3.01 Use. Tenant warrants and represents to Landlord that the Leased Premises shall be used and occupied only for the purposes set forth in Section 1.06. Tenant shall occupy the Leased Premises, conduct its business and control its agents and employees in such a manner as is lawful, reputable and will not create a nuisance. Tenant shall obtain and maintain a proper beer and wine license and lottery license, as soon as practicable, for sale of such items for which such licenses are required upon the Premises. Tenant agrees to indemnify Landlord for any and all liability Landlord may incur from Tenant's use of the licenses presently in effect at the Premises.

3.02 Signs. Tenant shall not, make any changes to the store front, install any exterior lighting, decorations or paintings; or 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 Leased Premises, excepting only (a) displays of customary type for its display windows, which shall be maintained in a neat and attractive condition; and (b) any signage or imaging required by the subject oil company for the promotion and display of the motor fuel brand at the Leased Premises. All signs, lettering, placards, window displays, decorations and advertising media shall conform in all respects to all applicable laws. All signs shall be kept in good condition and, if mechanical or electronic, in proper operating order at all times. Tenant shall, at Tenant's expense, remove all signs affixed to or displayed on the window glass of the Building at the termination of this Lease, and the installation and removal shall be in such manner as to avoid injury, defacement or overloading of the Leased Premises.

3.03 Compliance with Laws, Rules and Regulations. Tenant, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal or municipal authorities, or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Leased Premises, other than costs which are incurred due to the Landlord's failure to comply with all laws, ordinances, orders, rules and regulations of state, federal or municipal authorities, or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Leased Premises prior to the execution of this Lease Agreement.

Notwithstanding the foregoing, any environmental remediation of a discharge(s) required by laws, ordinances, orders, rules and regulations of state, federal or municipal authorities, or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Leased Premises which discharge occurred prior to the start of this lease shall not be the Tenant's obligation.

3.04 Warranty of Possession. Landlord warrants and represents, on the Commencement Date and at all times material during the Lease Term that it has fee simple title to the Leased Premises and that it has the right and authority to execute this Lease. Furthermore, Landlord hereby covenants and agrees that, Tenant, upon payment of the Rent and subject to the terms, conditions, covenants and agreements contained in this Lease, shall have possession and quiet enjoyment of the Leased Premises during the Term of this Lease.

3.05 Inspection. Provided that Landlord shall use its commercially reasonable efforts not to disrupt the normal business operations of Tenant, Landlord or its authorized agents shall at any and all reasonable times have the right to enter the Leased Premises to inspect the same, to supply any service to be provided by Landlord and to repair the Leased Premises or any other portion thereof. Landlord shall not have the right to show the Leased Premises to any prospective tenants or purchasers, except in the last six (6) months of the Lease Term and then upon twenty-four (24) hours prior, verbal or written notice. Tenant hereby waives any claim for damages for injury or inconvenience to or interference with Tenant's business, any loss of occupancy or use of the Leased Premises, and any other loss occasioned thereby, except in the case of same occurring by reason of Landlord's willful neglect or gross negligence.

3.06 Continuous Occupancy. The Premises shall be used and occupied only for the

Permitted Use under this Lease. Tenant shall not at any time abandon the Premises, but shall in good faith continuously throughout the term of this Lease conduct and carry on in the Leased Premises the type of business for which the Premises are leased. Except (a) for up to two (2) days per lease year for conducting an inventory; (b) during reasonable periods for repairing, cleaning, and decorating; and (c) to the extent prevented by casualty, strike, lockout, act of God, or other cause beyond the reasonable control of Tenant, and also excepting legal holidays and holidays generally observed by merchants in Villa Rica, Georgia, Tenant shall keep the retail space in the Building within the Leased Premises properly equipped and with inventory (reasonable levels, and as applicable) and open to the public for business during reasonable business hours.

3.07 Prohibited Sales. Tenant shall not conduct within the Leased Premises any fire, auction, bankruptcy, going-out-of-business, lost-our-lease, or similar sales, nor shall Tenant sell any illegal items or sale any legal items in an illegal manner (i.e. underage alcohol or tobacco sales) within the Leased Premises.

3.08 Prohibited Acts. Tenant shall not permit any illegal activity on the leased premises.

3.09 Relationship of Landlord and Tenant. Nothing herein contained shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, partnership or of joint venture between the Parties, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

ARTICLE 4.00 PURCHASE OF BUSINESS

4.01 Business. The Tenant shall purchase the assets of the gas station on the Premises which includes, but is not limited to the name and goodwill of the gas station business located at 6849 South Chestatee Street, Dahlonega, GA 30533; the inventory located at 6849 South Chestatee Street, Dahlonega, GA 30533, trade fixtures, goodwill of the business, customers, equipment and assets (see Asset List, Exhibit "B" attached hereto and made a part hereof by reference), any and all other tangible and intangible personal property used in the BUSINESS except and excluding, however, the real estate where the business is situated, the items specifically listed on Exhibit "C", attached hereto and made a part hereof by reference, (the "Business") shall not be included in the transfer of assets and ownership of these items will remain with the seller after closing.

4.02 Closing. The closing shall occur on June 12, 2015 at 10:00 a.m. at the offices of Lober, Dobson & Desai, LLC, 3576 Old Milton Parkway, GA 30005.

4.03 Tenants Deliveries at Closing. The Purchase Price of \$120,000.00. At closing, Tenant shall deliver to Landlord an executed copy of the Lease Agreement; Asset Purchase Agreement, payment of \$90,000.00; and a promissory note for the financing of \$30,000.00 for thirty-six (36) months, wherein the interest rate shall be five percent (5%),

corporate authorizations of the Tenant for this purchase; assignment of Fuel Supply Agreement; and all other executed documents reasonably necessary to close this transaction.

4.04 Landlord's Deliveries at Closing. At closing Landlord shall deliver to Tenant, an executed copy of the Lease Agreement; Bill of Sale; corporate authorizations of the Landlord for this transaction; assignment of Fuel Supply Agreement; and all other executed documents reasonably necessary to close this transaction.

4.05 Warranties of Landlord. The Landlord makes the following warranties which shall survive closing:

4.05.1 Status and Authority of Seller. The Seller comprises of a Georgia Corporation with full authority to sell the Purchased Assets. This Instrument is the legal, valid, and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

4.05.2 Government Consents. To best of Seller's knowledge, no consent, approval, authorization, or action by any third party or any court, administrative agency, or other governmental authority is necessary or required as a condition to the validity of the execution and delivery by Seller of this Instrument or the consummation by Seller of the transactions contemplated herein, the absence of which would have a material adverse affect on the business or the consummation of the transaction contemplated herein.

4.05.3 Status of Purchased Assets. Seller has good and marketable title to the Business, free and clear of any and all liens, claims, charges, security interests, and encumbrances of any kind or nature whatsoever, and all the Equipment at the Business is in good working order and there is no deferred maintenance on the equipment that needs to be performed.

4.05.4 Compliance with Laws. To best of Seller's knowledge, Seller is not subject to any judgment, order, writ, injunction, or decree that adversely affects, or might in the future reasonably be expected to adversely affect the Real Property or the Business. To best of Seller's knowledge, the Business and the Real Property have been operated by Seller in compliance with all material federal, state and local governmental laws, ordinances, rules, and regulations of authorities having jurisdiction over Seller or the Business and the Real Property, except where the failure to so operate would not have an adverse affect on the Business or the consummation of the transaction contemplated herein.

4.05.5 Litigation. There are no claims, charges, arbitrations, grievances, actions, suits, proceedings, or investigations pending or to the knowledge of Seller threatened against, or affecting the Business or any of the Purchased Assets at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, nor is there any basis known to Seller for any such claims.

4.05.6 Taxes. Seller has filed, and as of the Closing Date will have filed, all federal income tax returns, and all state, county and local income, franchise, property, sales, use, hotel and other tax returns relating to the Business and the Real Property required to be filed on or prior to the Closing Date, taking into account any extensions of the filing deadlines which have been validly granted to Seller, and such returns are and will be true and correct in all material respects. Seller has paid, or by the Closing Date will have paid, all federal, state, county and local income, franchise, property, sales, use, and all other taxes and assessments, (including penalties and interest in respect thereof, if any) that have become or are due with respect to the business or the Purchased Assets regarding any period ended on or prior to the Closing Date whether shown on such returns or not.

4.05.7 Correctness of Representations. No representation or warranty of Seller in this Instrument or any document, including but not limited to tax returns, sales tax returns, accounting information, financial reports, etc. provided by Seller to Purchaser contains any materially misleading or untrue statement of fact.

4.06 Obligations and Indemnity. Seller shall indemnify and hold harmless the Purchaser and/or its assigns from any claims accruing prior to the closing arising from worker's compensation claims; tax claims (sales tax, fica taxes, etc.); or any other type of claim brought or that could have been brought against the Seller prior to closing. Purchase shall indemnify and hold harmless the Seller, its shareholders, directors, and employees and/or its assigns from any claims accruing after the closing arising from worker's compensation claims; tax claims (sales tax, fica taxes, etc.); or any other type of claim.

ARTICLE 5.00 REPAIRS AND MAINTENANCE

5.01 Landlord Repairs. Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Lease Premises during the Term of this Lease other than repair and maintenance of the Underground Storage Tanks and lines.

5.02 Tenant Repairs. Tenant shall, at its sole cost and expense, maintain all exterior or interior parts of the Leased Premises in good repair and condition, including, but not limited to, improvements and replacements thereof, roof, parking areas, heating/ventilating/air conditioning systems ("HVAC"), plumbing and electrical systems, downspouts, storefronts, and fire sprinkler system.

5.03 Tenant Damages. Upon the Expiration Date of this Lease, Tenant shall peaceably leave and surrender the Leased Premises to Landlord, broom clean and in the same condition on the Commencement Date, except for reasonable wear and tear, damage by the elements, fire and other casualty, unless Tenant would be required to repair the same, and except for condemnation, and alterations as permitted by this Lease.

5.04 Improvements. Any improvements or repairs made to the Leased Premises by the Tenant or the Tenant's fuel supplier to the Leased Premises as well as any fixtures placed thereon shall become the property of the Landlord upon Expiration Date of this Lease,

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unless the Tenant purchases the premises. All trade fixtures, including fuel dispensing equipment, pumps, lines, and storage tanks, installed in the Leased Premises by Tenant may be removed by Tenant at or prior to the Expiration Date of this Lease, provided Tenant is not in default in the performance of any of Tenant's obligations hereunder, and further provided that Tenant shall, at Tenant's sole expense, immediately repair any damage to the Leased Premises caused by such removal.

ARTICLE 6.00 ALTERATIONS AND IMPROVEMENTS

6.01 Landlord Improvements. Landlord shall not be required to make any repairs, build out, or tenant improvements to the Leased Premises.

6.02 Tenant Improvements. Except in the case of the installation of structures pursuant to a brand reimaging of the Leased Premises, Tenant shall not make or allow to be made any structural alterations or physical, permanent improvements in or to the Leased Premises without first obtaining the written consent of Landlord, which consent may in the sole and absolute discretion of Landlord be denied. Any alterations, physical additions or improvements to the Leased Premises made by Tenant with the consent of Landlord, shall at once become the property of the Landlord and shall be surrendered to Landlord upon the termination of this Lease.

6.03 Mechanics Lien. Tenant will not permit any mechanic's or materialman's lien(s) or other lien to be placed upon the Leased Premises and shall promptly (but in any event no later than thirty (30) days after Tenant's knowledge of the filing thereof and in any event prior to the enforcement of the same) discharge or cause the same to be released from the Leased Premises, and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Leased 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 any mechanic's, materialman's or other lien against the Leased Premises. In the event any such lien is attached to the Leased Premises and Tenant fails to remove or release the same as heretofore provided, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, obtain the release of or otherwise discharge the same. Any amount paid by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as Additional Rent.

ARTICLE 7.00 CASUALTY AND INSURANCE

7.01 Substantial Destruction. Tenant shall notify Landlord as soon as practicable of any damage or destruction to the Leased Premises. In the event that by reason of any damage or destruction, the Leased Premises are rendered wholly untenantable such that rebuilding or repairs cannot be reasonably made within ninety (90) days of the date of the damage or destruction, then, in such event, Landlord may elect either to (i) repair the damage to the Leased Premises, or (ii) terminate this Lease by notice of termination delivered to Tenant, whereupon this Lease shall expire upon the date set forth in such notice, whereupon all

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rights and obligations under this Lease shall cease to exist, and Tenant shall vacate and surrender the Leased Premises to Landlord on such date, with Rent being accounted for the unexpired Term of this Lease. Landlord shall give written notice to Tenant of such election within forty-five (45) days after the occurrence of such damage or destruction. The failure to serve notice of such election shall be deemed an election to terminate this Lease. If the damage or destruction was not caused or contributed to by act or negligence of Tenant, its agents, employees or invitees, the Rent payable under this Lease during the period for which the Leased Premises are untenable shall be abated to such an extent as may be commercially fair and reasonable under the circumstances.

7.02 Partial Destruction. If the Leased Premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) days from the date of written notification by Tenant to Landlord of the destruction, this Lease shall not terminate and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the damaged Leased Premises to substantially the same condition in which they existed prior to the damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Tenant, its agents, employees and invitees, the Rent payable under this Lease during the period for which the Leased Premises are untenable shall be abated to such an extent as may be commercially fair and reasonable under the circumstances. In the event that Landlord fails to complete the necessary repairs or rebuilding within ninety (90) days from the date of written notification by Tenant to Landlord of the destruction, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist.

7.03 Destruction in Last Lease Year. In the event the Leased Premises shall be damaged in whole or in part within the last Lease Year of the Term then in effect, and the repair of such damage shall reasonably require more than sixty (60) days of construction work during the last Lease Year, Tenant shall have the option, exercisable within fifteen (15) days following such damage, of terminating this Lease.

7.04 Property Insurance. Tenant shall at all times during the Term of this Lease maintain a policy or policies of insurance, issued by and binding upon some solvent insurance company, insuring the Improvements and Equipment against all risk of direct physical loss in an amount equal to at least One Hundred Percent (100%) of the full replacement cost, naming Landlord as an additional insured and loss payee, as its interest may appear. In the alternative Landlord may obtain the Property Insurance in its name and the Tenant shall reimburse Landlord upon demand.

7.05 Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, to the extent of insurance coverage, Landlord and Tenant hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Leased Premises or personal property at the Leased Premises, by reason of fire or the elements, regardless of cause or origin, including negligence of Landlord or Tenant and

their agents, officers and employees. Landlord and Tenant agree immediately to give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this section, and to use reasonable efforts to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers.

7.06 Hold Harmless. Landlord shall not be liable to Tenant's employees, agents, invitees, licensees or visitors, or to any other person, for an injury to person or damage to property or environmental damage (whether that damage manifests on the property or off the property) on or about the Leased Premises caused by an act or omission of Tenant, its agents, servants or employees, vendors, or of any other person entering upon the Leased Premises under express or implied invitation by Tenant, or caused by the improvements located on the Leased Premises becoming out of repair, the failure or cessation of any service provided by Landlord (including security service and devices), or caused by leakage of gas, oil, water or steam or by electricity emanating from the Leased Premises. Tenant agrees to release Landlord from any loss, attorney's fees, expenses or claims arising out of any such damage or injury.

7.07 Liability Insurance. Tenant shall, at its sole expense, maintain at all times during the Term of this Lease public liability insurance with respect to the Leased Premises and the conduct or operation of Tenant's business therein, naming Landlord as an additional insured, with limits of not less than \$500,000.00 for death or bodily injury to any one or more persons in a single occurrence and \$500,000.00 for property damage. Tenant shall deliver a certificate of such insurance to Landlord on or before the Commencement Date and thereafter every six (6) months or from time to time upon request by Landlord.

7.08 GUST Fund Compliance. Tenant shall participate in the Georgia Underground Storage Tank Trust Fund and, in the event of a release emanating from the Leased Premises and originating during the Term of this Lease, Tenant will be responsible for the \$10,000.00 deductible payment thereunder; alternatively, at the discretion of Tenant, Tenant will participate in a private insurance program for environmental underground storage tank liability and will be responsible for any deductible payment thereunder. Tenant shall provide reasonable proof to Landlord of its compliance with this section when and as often is requested by Landlord.

ARTICLE 8.00 CONDEMNATION

8.01 Substantial Taking. If all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises for the Permitted Use, then this Lease shall terminate and the Rent shall be abated during the unexpired Term of this Lease effective on the date that physical possession is taken by the condemning authority or the taking materially interferes with the use of the Leased Premises for the Permitted Use. Tenant shall have the right to make any legal claim due to the condemnation action.

8.02 Partial Taking. If a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Section 8.01 above, Landlord shall at Landlord's sole risk and expense, restore and reconstruct the building and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable. The Rent payable under this Lease during the unexpired portion of the Term shall be adjusted to such an extent as may be fair and reasonable under the circumstances.

8.03 Condemnation Award. Tenant hereby irrevocably assigns to Landlord any award or payment in respect of any condemnation of Landlord's interest in the Leased Premises; provided, that (except as hereinafter provided) nothing in this Lease shall be deemed to assign to Landlord any award relating to the value of the leasehold interest created by this Lease, relating to Tenant's loss of business at the Leased Premises, or any award or payment on account of the Tenant's trade fixtures and personal property, moving expenses and out-of-pocket expenses incidental to the relocation, if available, to the extent that Tenant shall have a right to make a separate claim therefor against the condemnor, it being agreed, however, that Tenant shall in no event be entitled to any payment that reduces the award to which Landlord is or would be entitled for the condemnation of Landlord's interest in the Leased Premises.

ARTICLE 9.00 ASSIGNMENT OR SUBLEASE

9.01 Landlord Assignment. Landlord shall have the absolute right to sell, transfer or assign the Leased Premises and this Lease with the Leased Premises.

9.02 Tenant Assignment. Tenant shall have the right to assign, this Lease, or allow it to be assigned, by operation of law or otherwise (including without limitation by transfer of a majority interest of stock, merger, or dissolution, which transfer of majority interest of stock, merger or dissolution shall be deemed an assignment) or mortgage or pledge the same, or sublet the Leased Premises only with the prior written consent of Landlord in Landlord's sole discretion, and in no event shall any such assignment or sublease ever release Tenant or any guarantor from any obligation or liability hereunder.

9.03 Subordination. Tenant will subordinate this Lease to the interest of the lien of any deed of trust or mortgage now or hereafter placed upon Landlord's interest in the Leased Premises; provided, however, that Landlord procures from the holder (the "Lender") of any deed to secure debt or other collateral security interest in or to the Leased Premises (the "Lender Lien") an agreement signed by such Lender providing that (a) so long as Tenant is not in default hereunder beyond the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected by any default under such Lender Lien nor will Tenant be named as a defendant in any foreclosure proceeding (unless joinder is required as a matter of law), and (b) in the event of re-entry under any foreclosure under any such Lender Lien, or a granting of a deed or conveyance in lieu thereof, any trustee, grantee or purchaser of Landlord's interests will assume the obligations of Landlord under

this Lease accruing on or after the date of assumption. Tenant, upon demand of Landlord, to execute instruments in confirmation of the foregoing provisions, being in form and text reasonably satisfactory to the requesting party acknowledging such subordination, non-disturbance and attornment and setting forth the terms and conditions hereof.

9.04 Estoppel Certificates. Tenant and Landlord agree to furnish, from time to time, within ten (10) days after receipt of a request from Landlord, Landlord's mortgagee, Tenant or Tenant's mortgagee, a statement certifying, if applicable, the following: Tenant is in possession of the Leased Premises; the Leased Premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Tenant and/or Landlord claim no present charge, lien, or claim of offset against Rent; the Rent is paid for the current month, but is not prepaid for more than one (1) month and will not be paid for more than one (1) month in advance; there is no existing default by reason of some act or omission by Tenant or Landlord; and such other matters as may be reasonably required by Landlord, Landlord's mortgagee, Tenant or Tenant's mortgagee. Tenant or Landlord's failure to deliver such statement, in addition to being a default under this Lease, shall be deemed to establish conclusively that this Lease is in full force and effect except as declared by Tenant or Landlord, that Tenant or Landlord is not in default of any of its obligations under this Lease, and that Tenant or Landlord has not received more than one (1) month's rent in advance.

ARTICLE 10.00 Intentionally deleted.

ARTICLE 11.00 DEFAULT AND REMEDIES

11.01 Default by Tenant. The following shall be deemed to be events of default by Tenant under this Lease: (1) Tenant shall fail to pay when due any installment of Rent or any other payment required pursuant to this Lease and such failure shall continue for a period of ten (10) days, on three separate occasions during any one term; (2) Tenant shall abandon any substantial portion of the Leased Premises; (3) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Rent, and the failure is not cured within fifteen (15) days after written notice to Tenant; (4) Tenant shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; (5) Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; and (6) Tenant shall breach the terms of either of the Promissory Note in the amount of \$85,584.90 executed on even date hereof.

11.02 Remedies for Tenant's Default. Upon the occurrence of any event of default set forth in this Lease, Landlord may at any time thereafter, with or without further notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have, immediately draw upon the Security Deposit and: (1) Landlord may enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock-out, expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for

damages, and relet the Leased Premises on behalf of Tenant and receive the Rent directly by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Leased Premises; further, Tenant agrees to reimburse Landlord for any expenditures made by it in order to relet the Leased Premises, including, but not limited to, remodeling and repair costs; (2) Landlord may enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease; further, Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this Lease caused by the negligence of Landlord or otherwise; or (3) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer by reason of its termination of this Lease under this section, whether through inability to relet the Leased Premises on satisfactory terms or otherwise. Notwithstanding any other remedy set forth in this Lease, in the event Landlord has made rent concessions of any type or character, or waived any Base Rent, and Tenant fails to take possession of the Leased Premises on the commencement or completion date or otherwise defaults at any time during the term of this Lease, the rent concessions, including any waived Base Rent, shall be cancelled and the amount of the Base Rent or other rent concessions shall be due and payable immediately as if no rent concessions or waiver of any Base Rent had ever been granted. A rent concession or waiver of the Base Rent shall not relieve Tenant of any obligation to pay any other charge due and payable under this Lease including without limitation any sum due under Section 2.02. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Landlord only by mailing or delivering written notice of such termination to Tenant and no other act or omission of Landlord shall be construed as a termination of this Lease.

ARTICLE 12.00 LANDLORD'S WARRANTIES

12.01 Warranties. All Warranties and Representations of Landlord shall survive closing.

ARTICLE 13.00 DEFINITIONS

13.01 Abandon. "Abandon," means the vacating of all or a substantial portion of the Leased Premises by Tenant, whether or not Tenant is in default of the Rent due under this Lease.

13.02 Acts of God or Force Majeure. An "Act of God" or "Force Majeure" is defined for purposes of this Lease as strikes, lockouts, sit-downs, material or labor restrictions by any

governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonable within the control of the affected party and which by the exercise of due diligence the affected party is unable, wholly or in part, to prevent or overcome.

ARTICLE 14.00 MISCELLANEOUS

14.01 Waiver. Failure of Landlord to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Landlord shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in Section 11.02 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy constitute forfeiture or waiver of any Rent or damages accruing to Landlord by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Landlord to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

14.02 Acts of God. Landlord shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Tenant, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an Act of God, Force Majeure or by Tenant.

14.03 Attorney's Fees. In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places in the hands of an attorney the enforcement of all or any part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Leased Premises, Tenant agrees to pay Landlord's costs of collection, including reasonable attorney's fees in the amount of 15% of the amount due, for the services of the attorney, whether suit is actually filed or not.

14.04 Successors. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns.

14.05 Rent Tax. Intentionally deleted.

14.06 Captions. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any section.

14.07 Payment Delivery. All Rent and other payments required to be made by Tenant to Landlord shall be payable to Landlord at the address set forth in Section 1.05. All payments required to be made by Landlord to Tenant shall be payable to Tenant at the address set

forth in Section 1.05, or to any other address within the United States as Tenant may specify from time to time by written notice.

14.08 Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. This Lease is not effective until execution by and delivery to both Landlord and Tenant.

14.09 Corporate Authority. If Tenant executes this Lease as a corporation or other statutorily created entity, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly authorized and existing corporation or other statutorily created entity, that Tenant is qualified to do business in the state in which the Leased Premises are located, that the corporation or other statutorily created entity has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation or other statutorily created entity is authorized to do so. In the event any representation or warranty is false, all persons who execute this Lease shall be liable, individually, as Tenant.

14.10 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14.11 Landlord's Liability. Landlord's liability shall be limited to assets and property located at 6849 South Chestatee Road, Highway 60, Dahlonega, GA 30533.

14.12 Proof of Environmental and Regulatory Compliance. Tenant agrees to provide Landlord copies of all environmental reports, testing, etc. of the Leased Premises or surrounding areas (including but not limited to tank tightness tests, release or suspected release forms submitted to any governmental authority), as well as provide any notices the Tenants receive from any governmental authority pertinent thereto.

14.13 Memorandum of Lease. Intentionally deleted.

14.14 Counterpart Original. This Lease may be signed in two (2) or more counterparts each of which counterpart shall be deemed an original.

ARTICLE 15.00 AMENDMENTS AND LIMITATION OF WARRANTIES

15.01 Entire Agreement. IT IS EXPRESSLY AGREED BY TENANT, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY MENTIONED WRITTEN

EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE.

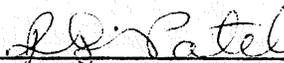
15.02 Amendment. THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY LANDLORD AND TENANT.

15.03 Limitation of Warranties. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

ARTICLE 16.00 SIGNATURES

IN WITNESS WHEREOF, as of this 12 day of June 2015, the Parties have executed this Lease.

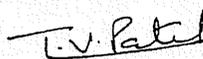
LANDLORD
Guru Pramukhswami, "L.L.C."



By: Ranjanben Patel
Its: Managing Member

TENANT:

Yogi's Quik Stop, Inc.



By: Tushar Patel
Its: President/CEO

TP