

ID: 26047448

PIN: eG2Hjrwr

United States Bankruptcy Court for the Northern District of Alabama, Southern Division

Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)

☐ Premier Kings, Inc. (Case No. 23-02871) ☐ Premier Kings of North Alabama, LLC (Case No. 23-02873) ☒ Premier Kings of Georgia, Inc. (Case No. 23-02874)

The Debtor has listed your claim as Unliquidated on Schedule F (E/F Part 2) as a General Unsecured claim. If you believe that you have a claim against the Debtor, please complete and return this form accordingly.

Official Form 410 Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

NameID: 15364345

1. Who is the current creditor?	Genea Property LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Genea Property LLC 3344 Peachtree Road NE Unit 3205 Atlanta, GA 30326-4805 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Address Contact phone 404-599-3276 Contact email SSMAILWOOD@TSGfm.com	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Country Contact phone Contact email
Uniform claim identifier for electronic payments in chapter 13 (if you use one):		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 775,745.33

Does this amount include interest or other charges?

☐ No

☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c):

Limit disclosing information that is entitled to privacy, such as health care information.

COMMERCIAL LEASE

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

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Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☐ No

☒ Yes. Amount necessary to cure any default as of the date of the petition.

\$ 775,745.33

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.



No



Yes. Check all that apply:



Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____



Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____



Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____



Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____



Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____



Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?



No



Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:



I am the creditor.



I am the creditor's attorney or authorized agent.



I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.



I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12-14-2023
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

King

Solomon

Smallwood

First name

Middle name

Last name

Title

MANAGER

Company

Genea Property LLC

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

3344 Peachtree Road NE Unit 3205

Number

Street

ATLANTA

Georgia

30326

USA

City

State

ZIP Code

Country

Contact phone

404-599-3276

Email SSMALLWOOD@TSGFM.com

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GENEA PROPERTY LLC
STATEMENT FOR ITEMIZATION OF CLAIM

	DESCRIPTION	AMOUNT
1	2023 DELINQUENT RENT (REMAINING BALANCE JUN - SEP 2023, OCTOBER 2023, & NOVEMBER 2023)	\$ 22,283.74
2	2023 LATE FEES (4 MONTHS) PURSUANT TO ARTICLE 12	\$ 4,003.52
3	RENT THROUGH END OF THE LEASE TERM DECEMBER 2023 THROUGH MAY 2028	\$ 554,888.46
4	PROPERTY TAXES JANUARY 2023 - MAY 2028 PURSUANT TO ARTICLE 4 OF THE FIRST AMENDMENT TO THE LEASE	\$ 96,849.51
5	18% ANNUAL INTEREST ON PROPERTY TAX PAYMENTS THROUGH END OF THE LEASE TERM PURSUANT TO ARTICLE 24	\$ 38,888.76
6	LEGAL FEES INCURRED PURSUANT TO ARTICLE 24(c)(vi)	\$ 1,470.00
7	18% ANNUAL INTEREST ON LEGAL FEES THROUGH THE END OF THE LEASE TERM PURSUANT TO ARTICLE 24	\$ 1,212.75
8	INSURANCE PREMIUMS DECEMBER 2023 - MAY 2028 PURSUANT TO ARTICLE 4 OF THE FIRST AMENDMENT TO THE LEASE	\$ 39,541.50
9	18% ANNUAL INTEREST ON INSURANCE PREMIUMS THROUGH THE END OF THE LEASE TERM PURSUANT TO ARTICLE 24	\$ 16,607.09
	TOTAL CLAIM AMOUNT	\$ 775,745.33

GENEA PROPERTY LLC

STATEMENT OF ENCLOSURES

- 1 COMMERCIAL LEASE
- 2 FIRST AMENDMENT TO LEASE
- 3 ASSIGNMENT OF LEASE AGREEMENT
- 4 ASSIGNMENT & ASSUMPTION OF LEASE
- 5 LANDLORD ESTOPPEL
- 6 LETTER OF DEFAULT (LOD)
- 7 CERTIFIED MAILING RECEIPTS (LOD)
- 8 FIVE (5) LEGAL INVOICES
- 9 PROPERTY TAX BILL
- 10 INSURANCE INVOICE

EXHIBIT A

LEASE

THIS LEASE made as of June 3, 1986, by and between FFCA/IIP 1986 PROPERTY COMPANY, a Delaware general partnership ("Lessor") whose address is Suite 500, Financial Center, 3443 North Central Avenue, Phoenix, Arizona 85012, and TOM AND KELLY ORGANIZATION, INC., a Georgia corporation ("Lessee") whose address is 3469 Lawrenceville Highway, Suite 200, Tucker, Georgia 30084.

Lessor and Lessee hereby agree as follows:

1. **Definitions.** The following terms shall have the following meanings for all purposes of this Lease:

"Annual Percentage Rental" means the amount by which 8% of Lessee's Gross Sales for any Lease Year exceeds the Base Annual Rental for such Lease Year.

"Base Annual Rental" means \$110,625.00 which is equal to 12-1/2% of the Lessor's Total Initial Investment for the Equipment Lease Term and thereafter \$89,750.00 which is equal to 12-1/2% of the Lessor's Initial Investment in Real Estate.

"Base Monthly Rental" means an amount equal to 1/12 of the applicable Base Annual Rental.

"Equipment" means those items of machinery, appliances and other equipment described in Exhibit A.

"Equipment Lease Term" means the period described in Section 5.

"Franchisor" means Burger King Corporation, a Florida corporation, or its successor.

"Guarantors" means P. Kelly Wheeler and Susan Wheeler.

"Initial Investment in Real Estate" means the cost of land, building and improvements plus associated approved Soft Costs.

"Lease Term" means the period described in Section 3 which includes the Equipment Lease Term.

"Lease Year" means the 12-month period commencing on the first day of the calendar year or the first day of the first month of such other 12-month period as may be approved in writing by Lessor after the commencement of the Lease Term and each successive 12-month period thereafter.

"Lessee" means Tom and Kelly Organization, Inc., a Georgia corporation, or its successor or assigns.

"Lessee's Gross Sales" means all sums charged for goods, merchandise or services sold at or from the Premises, including all premiums unless exempted by the Franchisor. The sale of products of Lessee away from the Premises is not authorized by the Franchisor; however, should any such sales be approved in the future, they will be included within the definition of gross sales. Gross sales excludes any federal, state, county or city tax, excise tax or other similar taxes collected by Lessee from customers based upon sales, and cash received as payment in credit transactions where the extension of credit itself has already been included in the figure upon which the royalty and advertising contribution is computed.

"Lessor" means FFCA/IIP 1986 Property Company, a Delaware general partnership its successors or assigns.

"Lessor's Total Initial Investment" shall be \$885,000.00 which is equal to the sum of Lessor's Initial Investment in Real Estate and Lessor's Initial Investment in Equipment.

"Lessor's Initial Investment in Equipment" is \$167,000.00.

"Lessor's Initial Investment in Real Estate" is \$718,000.00.

"Monthly Percentage Rental" means that portion of the Annual Percentage Rental payable for each month or portion thereof after which 8% of Lessee's aggregate annual Gross Sales for any Lease Year exceeds the Base Annual Rental.

"Premises" means the real property together with all buildings, structures, fixtures and improvements located thereon, in Stockbridge, Henry County, Georgia, a legal description of which is contained in Exhibit B.

"Soft Costs" means those expenses including but not limited to the cost of title insurance, construction period interest not to exceed interest incurred 30 days after the business located on the Premises is open and in operation, appraisal fees, legal fees, inspection fees, survey and recording fees associated with the purchase of the Premises by Lessor and which may be approved by Lessor in its sole discretion.

2. Demise of Premises. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed, Lessor hereby leases to Lessee, and Lessee hereby takes and hires, the Premises and Equipment.

3. Lease Term. The Lease Term of approximately 20 years, which includes the Equipment Lease Term of approximately 8 years, shall commence as of the date hereof and shall expire on May 31, 2008, unless terminated sooner as provided in this Lease and as may be extended for four periods of five years each as set forth in Section 28.

4. Rental and Other Payments.

(a) Lessee shall pay the Base Monthly Rental each month, on or before the first day of the month for which it is due. If the Lease Term commences other than on the first day of a calendar month, the Base Monthly Rental shall be prorated from the date on which the Lease Term commences to and including the last day of said month.

(b) In addition to the Base Monthly Rental, Lessee shall pay the Monthly Percentage Rental each month after which 8% of Lessee's aggregate annual Gross Sales for any Lease Year exceeds the Base Annual Rental. Monthly Percentage Rental shall be paid on or before the 15th day of the month following the month for which it is due, and contemporaneous with such payment Lessee shall furnish to Lessor a written statement satisfactory to Lessor, which Lessee shall warrant and certify to be complete and correct, setting forth Lessee's Gross Sales for such month.

(c) Within 30 days after the end of each Lease Year, Lessee shall furnish to Lessor a written statement setting forth the Base Monthly Rental and Monthly Percentage Rental actually paid for the applicable Lease Year, the Lessee's Gross Sales and the Annual Percentage Rental payable for that Lease Year. To the extent that Lessee has not paid Monthly Percentage Rental in an amount equal to the Annual Percentage Rental due for that Lease Year, it shall pay the deficiency at the time the annual statement is filed. To the extent that the total actually

paid in the applicable Lease Year as Base Monthly Rental and Monthly Percentage Rental exceeds the Base Annual Rental and Annual Percentage Rental, such excess shall be refunded in cash to Lessee.

For any partial year between the commencement of the Lease Term and the beginning of the Lease Year, calculation of Base Annual Rental and Annual Percentage Rental shall be prorated on the basis of the ratio of the number of days in such partial year to 365.

5. Equipment Lease. The Equipment shall be leased to Lessee for a nonrenewable term of 8 years commencing as of the date hereof (the "Equipment Lease Term") and upon the expiration thereof if Lessee has not exercised its option to purchase the Equipment pursuant to Section 23, the Equipment shall be removed from the Premises at Lessee's expense. LESSOR HAS PURCHASED THE EQUIPMENT FROM OR FOR THE BENEFIT OF LESSEE, AND LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE TITLE TO OR THE CONDITION, DESIGN, QUALITY OR CAPACITY OF ANY EQUIPMENT, THE MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE WORKMANSHIP OF THE EQUIPMENT, COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, PATENT INFRINGEMENT OR LATENT DEFECTS. IN NO EVENT SHALL ANY DEFECT IN OR UNFITNESS OF ANY EQUIPMENT RELIEVE LESSEE OF THE OBLIGATION TO PAY RENTAL OR TO MAKE ANY OTHER PAYMENTS REQUIRED HEREUNDER OR OF ANY OTHER OBLIGATION HEREUNDER. WITHOUT LIMITING THE FOREGOING, LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE EQUIPMENT, INCLUDING LOSS OF USE OF ANY OF THE EQUIPMENT OR FOR ANY INTERRUPTION IN LESSEE'S BUSINESS OCCASIONED BY LESSEE'S INABILITY TO USE ANY OF THE EQUIPMENT FOR ANY REASON, OR OTHERWISE, NOR SHALL ANY SUCH DEFECT PERMIT LESSEE TO TERMINATE THIS LEASE OR TO EXERCISE ANY OTHER REMEDY AGAINST LESSOR. Lessor hereby assigns to Lessee for the Equipment Lease Term any warranty which has been extended to Lessor by the manufacturer and/or vendor of such Equipment and which Lessor has the right to so assign. All proceeds of any such warranty recovery from the manufacturer or vendor of the Equipment shall be used to repair the affected Equipment or, if an event of default has occurred, paid to Lessor, at Lessor's option, and any excess proceeds shall be the property of Lessor.

No mortgage or other security interest which now or hereafter may cover or affect any property or interest of Lessee, does or will attach to the Equipment or will affect adversely or become prior to Lessor's right, title and interest therein.

Lessee shall permanently affix or attach to the Equipment throughout the Equipment Lease Term a tag provided by Lessor to disclose Lessor's ownership of the Equipment. Lessee need not affix any such notice to any item of Equipment in a place which would detract from the attractiveness of such Equipment. Lessee will not allow any other name to be placed on any Equipment as a designation or as a claim of ownership.

6. Rental To Be Net to Lessor. The Base Annual Rental and Annual Percentage Rental payable hereunder shall be net to Lessor, so that this Lease shall yield to Lessor the rentals specified during the Lease Term, and that

all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and the Equipment shall be paid by Lessee.

7. Taxes and Assessments. Lessee shall pay, as the same become due and prior to delinquency, all taxes and assessments which would affect in any manner the net return realized by Lessor under this Lease, including without limitation the following:

(a) All taxes and assessments upon the Premises or part thereof or any personal property, the Equipment, trade fixtures or improvements located on the Premises, whether belonging to Lessor or Lessee, which are owing at the commencement of this Lease or shall be assessed or come due during the Lease Term or any tax or charge levied in lieu of such taxes and assessments;

(b) All taxes, charges, license fees or similar fees imposed by reason of the use of the Premises and the Equipment by Lessee; and

(c) All excise, transaction, privilege, license, sales, use and other taxes upon the rental or other payments hereunder, the leasehold estate of either party or the activities of either party pursuant to this Lease, except for any tax upon or measured by the net income and profits of Lessor generally.

Lessee may seek a refund, rebate or abatement of any tax levied or assessed on the Premises or the Equipment but only if arrangements for paying such tax prior to it becoming a lien on the Premises, together with all interest and penalties, are made to the written satisfaction of Lessor.

8. Utilities. Lessee shall contract, in its own name, for and pay when due all charges for connection or use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to the Premises during the Lease Term. Under no circumstances shall Lessor be responsible for any interruption of any utility service.

9. Insurance. Lessee shall maintain at its own expense the following types and amounts of insurance (which may be included under a blanket insurance policy if all the other terms hereof are satisfied), in addition to such other insurance as Lessor may reasonably require:

(a) Insurance against loss, damage or destruction by fire and other casualty, including theft, vandalism and malicious mischief, flood (if the Premises are in a location designated by the Federal Secretary of Housing and Urban Development as a flood hazard area), earthquake (if the Premises are in an area subject to destructive earthquakes within recorded history), boiler explosion (if there is any boiler upon the premises), sprinkler damage (if the premises have a sprinkler system), all matters covered by a standard extended coverage endorsement and such other risks as Lessor may reasonably require, insuring the Premises, the Equipment and all improvements thereon for not less than 90% of their full insurable replacement cost. Any insurance policy or policies shall designate Lessor and Lessee as the named insureds as their interest may appear and shall be payable as set forth in Section 19.

(b) Comprehensive public liability and property damage insurance, including a products liability clause, covering Lessor and Lessee against bodily injury liability, property damage liability and automobile bodily

injury and property damage liability, including without limitation any liability arising out of the ownership, maintenance, repair, condition or operation of the Premises or adjoining ways, streets or sidewalks and, if applicable, insurance covering Lessor, against liability arising from the sale of liquor, beer or wine on the Premises. Such insurance policy or policies shall contain a "severability of interest" clause or endorsement which precludes the insurer from denying the claim of either Lessee or Lessor because of the negligence or other acts of the other, shall be in amounts of not less than \$1,000,000 per injury and occurrence with respect to any insured liability, whether for personal injury or property damage, or such higher limits as Lessor may reasonably require from time to time, and shall be of form and substance satisfactory to Lessor.

(c) Workmen's compensation, employer's liability and such other insurance as may be necessary to comply with applicable laws.

All insurance policies shall:

(i) Provide for a waiver of subrogation by the insurer as to claims against Lessor, its general and limited partners, employees and agents;

(ii) Provide that such insurance cannot be unreasonably cancelled, invalidated or suspended on account of the conduct of Lessee, its officers, directors, employees or agents;

(iii) Provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by Lessor and that the insurance policy shall not be brought into contribution with insurance maintained by Lessor;

(iv) Contain a standard without contribution mortgage clause endorsement in favor of any lender designated by Lessor;

(v) Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least 30 days' prior written notice to Lessor and to any lender covered by any standard mortgage clause endorsement;

(vi) Provide that the insurer shall not have the option to restore the Premises if Lessor elects to terminate this Lease in accordance with the terms hereof; and

(vii) Be issued by insurance companies having a rating in Best's Insurance Guide of Class VI or better.

Lessee shall provide to Lessor and any lender designated by Lessor certificates of insurance or copies of insurance policies evidencing that insurance satisfying the requirements of this Lease is in effect at all times.

10. Tax and Insurance Impound. If Lessee fails or refuses to pay taxes, assessments or insurance premiums as required herein, Lessor may, at any time in its sole discretion, require Lessee to pay to Lessor sums which will provide an impound account (which shall not be deemed a trust fund) for paying up to the next one year of taxes, assessments and insurance premiums. If Lessor so elects, it will estimate the amounts needed for such purposes and will notify Lessee to pay the same to Lessor in equal monthly installments, as nearly as practicable, in addition to all other sums due under this Lease. Should additional funds be required at any time, Lessee shall pay the same to Lessor on demand. Lessee shall advise Lessor of all taxes and insurance bills which are due and shall cooperate fully with Lessor in assuring that the same

are paid. Lessor may deposit all impounded funds in accounts insured by any Federal or State agency and may commingle such funds with other funds and accounts of Lessor. Interest or other gains from such funds, if any, shall be the sole property of Lessor. In the event of any default by Lessee, Lessor may apply all impounded funds against any sums due from Lessee to Lessor. Lessor shall give to Lessee an annual accounting showing all credits and debits to and from such impounded funds received from Lessee.

11. Advance Rental. On or before the execution of this Lease, Lessee shall deliver to Lessor, in addition to the first month's Base Monthly Rental, two Base Monthly Rental payments, each in an amount equal to the initial Base Monthly Rental payment as specified in Section 1 hereof, which shall be deemed to be payment of the Base Monthly Rental for the last two months of the Lease Term and shall not be applied or credited against annual rental adjustments or otherwise. Such advance rental may be held or invested by Lessor as it may in its sole discretion determine and all interest or other gains therefrom shall be the sole property of Lessor.

12. Payment of Rental and Other Sums. All rental and other sums which Lessee is required to pay hereunder shall be payable in full when due without right of setoff against any other claim against or indebtedness of Lessor. Lessee shall establish arrangements whereby payments of Base Monthly Rental are transferred by wire or other means directly from Lessee's bank account to such account as Lessor may designate. Any delinquent payment (that is, any payment not made within the period specified in Section 24) shall, in addition to any other remedy of Lessor, incur a late charge of 10% and bear interest at the rate of 12% per annum, but in no event shall Lessee be obligated to pay a sum of late charge and interest higher than the maximum legal rate then in effect. Monthly Percentage Rental shall be made coincidentally with Lessee's submission of monthly reports required in Section 4(b).

13. Use. Lessee shall use the Premises solely for the operation of business in accordance with a franchise or license agreement with the Franchisor and for no other purposes. Except as set forth below, Lessee will at all times during the Lease Term diligently operate its business on the Premises. Lessee shall not cease diligent operation of business during the Lease Term, except Lessee may discontinue operation by (i) giving written notice to Lessor 180 days prior to the day Lessee ceases operation, (ii) providing adequate protection of the Premises during any period of vacancy and (iii) paying all costs necessary to restore the Premises to its condition on the day operation of the business ceased at such time as the Premises is reopened for Lessee's business operations or other substituted use. Notwithstanding anything herein to the contrary, Lessee shall pay monthly as Base Annual Rental and Annual Percentage Rental during any period in which Lessee discontinues operation an amount equal to the mean average of the sum of the Base Annual Rental and Annual Percentage Rental for the three Lease Years immediately preceding such period. Lessee shall not be required to operate the business conducted upon the Premises on holidays which the Franchisor does not require operation.

Lessee shall not convert the Premises to an alternative use during the Lease Term, without Lessor's prior written consent, which consent will not be

unreasonably withheld. Lessor may consider the following in determining whether to grant its consent, without being deemed to be unreasonable: (i) whether the rental paid to Lessor would be equal to or greater than the anticipated rental assuming continued existing use, (ii) whether the proposed rental paid to Lessor is reasonable considering the converted use of the Premises and the customary rental prevailing in the community for such use, (iii) whether the converted use will be consistent with the highest and best use of the Premises, and (iv) whether the converted use will increase Lessor's risks or decrease the residual value of the Premises.

14. Compliance with Laws. Lessee's use and occupation of the Premises, and the condition thereof, shall not be in violation of any applicable governmental requirement. Lessee shall, at Lessee's sole cost and expense, comply with all applicable directions, rules and regulations of the fire marshall, health officers, building inspector or other proper officers of any governmental agency having jurisdiction. Lessee will not permit any act or condition to exist in or about the Premises which will increase any insurance rate, except when such acts are required in the normal course of its business and Lessee shall pay for such increase.

15. Maintenance. Lessee hereby accepts the Premises and the Equipment "as is," with no representation or warranty of Lessor as to the condition thereof. Lessee shall at all times at its own expense maintain, repair and replace, as necessary, the Premises, including all portions of the Premises and the Equipment whether or not the Premises and the Equipment were in such condition upon the commencement of this Lease.

16. Alterations. Lessee shall not commit actual or constructive waste upon the Premises or the Equipment or alter the exterior or structural elements of the Premises in any manner without the prior written consent of Lessor. Any work at any time commenced by Lessee on the Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Lease. Any addition to or alteration of the Premises shall be deemed a part of the Premises and belong to Lessor at the expiration of the Lease Term. Any equipment substituted during the Equipment Lease Term shall be deemed a part of the Equipment and belong to Lessor at the expiration of the Equipment Lease Term.

17. Indemnification. Except for negligence of Lessor, Lessee shall indemnify and hold harmless Lessor and Lessor's general and limited partners, officers, agents and employees, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including attorneys' fees, caused by, incurred or resulting from its operations of or relating in any manner to the Premises and the Equipment, whether relating to their original design or construction, latent defects, alteration, maintenance, use by Lessee or any person thereon, supervision or otherwise, or from any breach of, default under or failure to perform any term or provision of this agreement by Lessee, its officers, employees, agents or other persons. It is expressly understood that Lessee's obligations under

this paragraph shall survive the expiration or earlier termination of this Lease for any reason.

18. Quiet Enjoyment. So long as Lessee shall pay rental and other sums herein provided and shall keep and perform all of the terms, covenants and conditions on its part herein contained, Lessor covenants that Lessee, subject to Lessor's rights herein, shall have the right to the peaceful and quiet occupancy of the Premises.

19. Condemnation or Destruction.

(a) In case of a taking of all or any part of the Premises or the commencement of any proceedings or negotiations which might result in a taking, for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain or by agreement between Lessor, Lessee and those authorized to exercise such right ("Taking"). Lessee will promptly give written notice thereof to Lessor, generally describing the nature and extent of such Taking. Lessee may prosecute, if permissible under the appropriate law of the jurisdiction, any award, compensation or damages resulting from a Total Taking, to which it is entitled but shall not have the right to Lessor's award, compensation or damages.

(b) In case of a Taking of the whole of the Project, other than for temporary use ("Total Taking"), this Lease shall terminate as of the date of such Total Taking and all rental and other sum or sums of money and other charges provided to be paid by Lessee shall be apportioned and paid to the date of such Total Taking. Total Taking shall include a taking of substantially all the Premises if the remainder of the Premises is not useable and cannot be made useable for the purposes provided herein.

(c) In case of a temporary use of the whole or any part of the Premises by a Taking, this Lease shall remain in full force and effect without any reduction of rent or any other sum payable hereunder. Lessee shall be entitled to the entire award for such taking, whether paid by damages, rent or otherwise, unless the period of occupation and use by the condemning authorities shall extend beyond the date of expiration of this Lease, in which case the award made for such taking shall be apportioned between Lessor and Lessee as of the date of such expiration. At the termination of any such use or occupation of the Premises, Lessee will, at its own cost and expense, promptly commence and complete the restoration of the Premises. Lessee shall not be required to make the restoration if the term of this Lease shall expire prior to, or within one year after, the date of termination of the temporary use so taken, and in such event Lessor shall be entitled to recover all damages and awards arising out of the failure of the condemning authority to repair and restore the building at the expiration of such temporary taking.

(d) In the event of a Taking of less than all of the Premises other than a temporary use ("Partial Taking") or of damage or destruction to all or any part of the Premises, all awards, compensation or damages shall be paid to Lessor, and Lessor shall have the option to terminate this Lease by notifying Lessee in writing within 60 days after Lessee gives Lessor notice of such damage or destruction or that title has vested in the taking authority. Lessee shall thereupon have a period of

60 days in which to elect in writing to continue this Lease on the terms herein provided. If Lessee does not elect to continue this Lease or shall fail during such 60-day period to elect to continue this Lease, then this Lease shall terminate as of the last day of the month during which such period expired. Lessee shall then immediately vacate and surrender the Premises, all obligations of either party hereunder shall cease as of the date of termination and Lessor may retain all such awards, compensation or damages. If Lessor does not elect to terminate this Lease, or if Lessor so elects but Lessee elects to continue this Lease, then this Lease shall continue on the following terms: Rental and other sums due under this Lease shall continue unabated, and Lessee shall promptly commence and diligently prosecute restoration of the Premises to the same condition, as nearly as practicable, as prior to such partial condemnation, damage or destruction as approved by Lessor in its sole discretion. Lessor shall promptly make available in installments as restoration progresses an amount equal to any award, compensation or damages received by Lessor, upon written request of Lessee accompanied by evidence reasonably satisfactory to Lessor that such amount has been paid or is due and payable and is properly a part of such costs and that there are no mechanics' or similar liens for labor and materials theretofore supplied in connection with the restoration. Lessor shall be entitled to keep any portion of such award, compensation or damages which may be in excess of the cost of restoration, and Lessee shall bear all additional costs, fees and expenses of such restoration in excess of the amount of any such award, compensation or damages.

(e) Notwithstanding the foregoing, if at the time of any Taking or at any time thereafter Lessee shall be in default under this Lease and such default shall be continuing, Lessor is hereby authorized and empowered, in the name and on behalf of Lessee and otherwise, to file and prosecute Lessee's claim, if any, for an award on account of any Taking and to collect such award and apply the same, after deducting all costs, fees and expenses incident to the collection thereof, to the curing of such default and any other then existing default under this Lease.

20. Inspection. Lessor and its authorized representatives shall have the right, upon giving reasonable notice, to enter the Premises or any part thereof and inspect the same and make photographic or other evidence concerning Lessee's compliance with the terms of this Lease. Lessee shall keep full, complete and accurate books, records and accounts of all business done including any sales or other tax reports that Lessee may be required to furnish to any governmental agency at or from the Premises sufficient to permit Lessor to verify all statements, certificates and accountings delivered to Lessor. Should any audit by Lessor reveal that any statement or account rendered by Lessee was in error by 10% or more, then in addition to any other remedy of Lessor, Lessee shall reimburse the cost of such audit to Lessor upon demand.

Lessee hereby consents to Lessor's providing information it obtains to Franchisor and to Lessor's obtaining from Franchisor information which Franchisor receives relating to Lessee's financial statements and information relating to the operation of its business on the Premises.

21. Franchisor Requirements. Lessee, in its use, occupancy and maintenance of the Premises shall comply with all requirements of its license agreement with Franchisor.

22. Option to Purchase the Premises. At any time following the eighth year of the Lease Term and during any extension thereof, Lessee shall have the option to purchase the Premises at its fair market value (but in no event less than the original cost of the Premises), which shall be determined in the manner set forth below. Lessee shall exercise such option by giving written notice to Lessor of its intention to do so and upon receipt of such notice Lessor shall within 90 days, at Lessee's expense, cause an appraisal of the fair market value of the Premises to be made by an independent appraiser. The appraiser in determining the fair market value shall consider comparable sales, income produced, replacement cost, and all other factors which such appraiser shall deem relevant in his sole discretion. If within 20 days after being notified of the result of such appraisal Lessee elects to reject that appraisal, then Lessor shall nominate to Lessee a list of not less than three independent MAI appraisers who are experienced with appraising property similar to the Premises and are familiar with the geographical region where the Premises are located, and Lessee shall select one such appraiser. Within 60 days an appraisal shall then be made of the Premises by that appraiser. Within 20 days after the results of that appraisal shall have been delivered to Lessee, Lessee shall notify Lessor in writing of its election to exercise this option to purchase the Premises. If such notice of exercise is not received by Lessor within the 20-day period then this Lease shall remain in full force and effect.

Upon exercise of this option, Lessor and Lessee shall open an escrow account with a recognized title insurance or trust company selected by Lessor. Such escrow shall be subject to the standard escrow instructions of the escrow agent, to the extent they are not inconsistent herewith. At or before the close of escrow, Lessor shall deliver to the escrow agent its deed containing warranties customary in the jurisdiction where the Premises is located conveying to Lessee all of Lessor's right, title and interest in the Premises free and clear of all liens and encumbrances except easements, covenants and restrictions of record and encumbrances which were attached to the Premises as of the date hereof or attached during the Lease Term through Lessee's action or inaction as the case may be. In the event Lessor is unable to convey title as required, Lessee shall have the right to accept such title as Lessor can convey or elect not to consummate its exercise of the option in which case this Lease shall remain in full force and effect. Lessor may require Lessee to pay the entire option price in cash or, in its sole discretion, permit Lessee to pay a portion of the option price by assuming indebtedness and obligations which are secured by any interest in the Premises. Should Lessor permit such assumption, Lessee shall deposit with escrow agent at or before the close of escrow instruments of form and substance satisfactory to Lessor by which Lessee assumes such obligations and liabilities and by which the holders thereof unconditionally release Lessor, and Lessee shall pay in cash any difference between the option price and the principal balance of all obligations or liabilities which are so assumed. Both Lessor and Lessee agree to execute such escrow instructions and other instruments as may be necessary to consummate the sale of the Premises in the

manner herein provided. All cost of exercise of the option, including but not limited to escrow fees, title insurance fees, recording costs or fees, attorneys' fees, appraisal fees, stamp taxes and transfer fees shall be borne by Lessee. Lessee shall continue to pay and perform all of its obligations under this Lease until the close of escrow which in no event shall occur after the date of the expiration of the Lease Term or applicable extension period. Lessee shall not have the right to exercise this option or close the escrow consummating the exercise of this option if at any time it shall be in default of any of the terms and conditions hereof.

The failure of Lessee to consummate the purchase of the Premises as contemplated herein shall not release Lessee from its obligations under this Lease and the Lease shall remain in full force and effect until the expiration of the Lease Term or applicable extension period. The escrow shall close within 90 days after the same shall be opened which in no event shall be after the expiration of the Lease Term or applicable extension period or Lessor, at its option, may terminate Lessee's right to purchase. The closing date may be extended for a reasonable period of time to permit Lessor to cure title defects or to permit either party to cure any other defects or defaults provided each party is diligently seeking to cure such defect or default and Lessee continues to perform its obligation hereunder.

Lessee may not sell, assign, transfer, hypothecate or otherwise dispose of the option granted herein or any interest therein, except in conjunction with a permitted assignment of Lessee's entire interest herein and then only to the assignee thereof. Any attempted assignment of this option which is contrary to the terms of this paragraph shall be deemed to be a default in this Lease and the option granted herein shall be void.

23. Option to Purchase Equipment. Upon the expiration of the Equipment Lease Term, Lessee shall have the option, to purchase the Equipment at its fair market value, as if removed and sold to an independent third party, which shall be determined in the manner set forth below. Lessee shall exercise such option by giving written notice to Lessor of its intention to do so not prior to 270 days prior to nor after 180 days prior to the end of the Equipment Lease Term and upon receipt of such notice Lessor shall within 60 days, at Lessee's expense, cause an appraisal of the Equipment to be made by an independent appraiser. If within 20 days after being notified of the result of such appraisal Lessee elects to contest that appraisal, then Lessor shall nominate to Lessee a list of not less than three independent MAI appraisers who are experienced with appraising property similar to the Equipment and are familiar with the geographical region where the equipment is located, and Lessee shall select one such appraiser. Within 60 days an appraisal shall then be made of the Equipment by that appraiser and within 20 days after the results of that appraisal shall have been delivered to Lessee, Lessee shall notify Lessor in writing of its intention to exercise its option to purchase the Equipment at the appraised value. The sale of the Equipment shall be for cash and will take place at the expiration of the Equipment Lease Term. Lessor shall deliver to Lessee a bill of sale transferring clear title to the Equipment to Lessee.

24. Default and Remedies.

(a) Each of the following shall be deemed a breach of this Lease and a default by Lessee:

(i) If any material representation or warranty of Lessee herein or as Seller in the Purchase Agreement was false when made, or in the event that any such representation or warranty is continuing and becomes false at any time, or if Lessee renders any false statement or account;

(ii) If any rent or other monetary sums due remain unpaid for 5 days after written notice thereof to Lessee;

(iii) If Lessee becomes insolvent, performs any act of bankruptcy or is not generally paying its debts as the same become due;

(iv) If Lessee fails to perform any of the covenants, conditions or obligations of this Lease;

(v) If there is a breach or default under the Purchase Agreement, under any license or franchise permitting Lessee or Guarantors to operate the Premises in the manner authorized or if such license or franchise otherwise terminates or expires;

(vi) If there is a breach or default under any guarantee of Lessee's obligations under this Lease; or

(vii) If there is a breach or default under any other agreement between (A) any one or more of Lessee, any general or limited partnership of which Lessee, Guarantors (or any of them), or any partner, officer, director or shareholder of Lessee is a holder of a general or limited partnership interest, any corporation in which Lessee (or any partner, officer, director or shareholder of Lessee) is an officer, director or shareholder, or any other entity owned (in whole or in part) or controlled by Lessee, Guarantors (or any of them) or by any partner, officer, director or shareholder of Lessee, and (B) any one or more of Lessor, FFCA/GL Company, an Arizona corporation, or any partnership of which Franchise Finance Corporation of America, a Delaware corporation, is a general partner or the general partner of a general partner.

(b) If any such breach or default does not involve the payment of any rental or other monetary sum, is not willful or intentional, does not place any rights or property of Lessor in immediate jeopardy, is not known to Lessee (unless Lessor has given Lessee notice thereof) and is within the reasonable power of Lessee to cure within 30 days after receipt of notice thereof, all as determined by Lessor in its reasonable discretion, then such event shall not constitute a default hereunder, unless otherwise expressly provided herein, unless and until Lessor shall have given Lessee notice thereof and a period of 30 days shall have elapsed, during which period Lessee may correct or cure such event, upon failure of which a default shall be deemed to have occurred hereunder without further notice or demand of any kind. If such breach or default cannot reasonably be cured with the 30-day period, as determined by Lessor in its reasonable discretion, and Lessee is diligently pursuing a cure of such breach or default, then Lessee shall after receiving notice specified herein have a reasonable period to cure such breach or default.

(c) In the event of any breach or default, and without any notice, except, if applicable, the notice prior to default required under certain circumstances by paragraph (b) above or such other notice as may be required by law and cannot be waived by Lessee (all other notices being hereby waived), Lessor shall be entitled to exercise, at its option, concurrently, successively or in any combination, all remedies available at law or in equity, including without limitation any one or more of the following:

- (i) To terminate this Lease;
- (ii) To reenter and take possession of the Premises or any part thereof (which reentry shall not operate to terminate this Lease unless Lessor expressly so elects), of any or all personal property or fixtures of Lessee upon the Premises, the Equipment and of all licenses, permits and other rights or privileges of Lessee which are assignable pertaining to the use and operation of the Premises and to conduct business thereon in the name of Lessor or of Lessee but for the sole profit and benefit of Lessor and without compensation to Lessee;
- (iii) To seize all personal property, the Equipment or fixtures upon the Premises which Lessee owns or in which it has an interest, in which Lessor shall have a landlord's lien and is hereby granted a security interest, and to dispose thereof in accordance with laws prevailing at the time and place of such seizure or to remove all or any portion of such property and cause the same to be stored in a public warehouse or elsewhere at the cost of Lessee;
- (iv) To relet the Premises or any part thereof for such term or terms (including a term which extends beyond the original term of this Lease), at such rentals and upon such other terms as Lessor, in its sole discretion, may determine, with all proceeds received from such reletting being applied to the rentals and other sums due from Lessee in such order as Lessor may, in its sole discretion, determine, with Lessee remaining liable for any deficiency;
- (v) To recover from Lessee an amount equal to the difference between the rentals and such other sums (including all sums required to be paid by Lessee, such as taxes and insurance) to be received from the date of such breach to the expiration of the original term hereof and the reasonable long term rental value of the Premises for the same period; and/or
- (vi) To recover from Lessee all expenses, including attorneys' fees, reasonably paid or incurred by Lessor as a result of such breach.

In addition, in the event of any breach or default by Lessee, Lessor may, but shall not be obligated to, immediately or at any time thereafter, and without notice, except as required herein, correct such breach or default without, however, curing the same for the account and at the expense of the Lessee. Any sum or sums so paid by Lessor, together with interest at the then existing maximum legal rate, but not higher than 18% per annum, and all costs and damages, shall be deemed to be additional rent hereunder and shall be immediately due from Lessee to Lessor.

25. Mortgage and Subordination. Lessor's interest in this Lease, the Equipment or the Premises shall not be subordinate to any encumbrances placed upon the Premises by or resulting from any act of Lessee, and nothing herein contained shall be construed to require such subordination by Lessor. Lessee shall keep the Premises and the Equipment free from any liens for work performed, materials furnished or obligations incurred by Lessee. NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES AND THE EQUIPMENT OF LESSEE'S LEASEHOLD INTEREST THEREIN, AND ANY SUCH PURPORTED TRANSACTION SHALL BE VOID.

This Lease at all times shall be subordinate to the lien of any ground leases, mortgage, mortgages, trust deed or trust deeds now or hereafter placed upon the Premises by Lessor, and Lessee covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any such ground lease, mortgage, mortgages, trust deed or trust deeds as shall be desired by Lessor, or any mortgagees or proposed mortgagees or trustees under trust deeds, upon the condition that Lessee shall have the right to remain in possession of the Premises under the terms of this Lease, notwithstanding any default in any such mortgage, mortgages, trust deed or trust deeds, or after foreclosure thereof, so long as Lessee is not in default under any of the covenants, conditions and agreements contained in this Lease.

If any mortgagee or trustee elects to have this Lease and the interest of Lessee hereunder be superior to any such interest or right and evidences such election by notice given to Lessee, then this Lease and the interest of Lessee hereunder shall be deemed superior to any such mortgage or trust deed, whether this Lease was executed before or after such mortgage or trust deed and in that event such mortgagee or trustee shall have the same rights with respect to this Lease as if it had been executed and delivered prior to the execution and delivery of the mortgage or trust deed and has been assigned to such mortgagee or trustee.

Lessee shall execute and deliver whatever instruments may be required for such purposes, and in the event Lessee fails so to do within 10 days after demand in writing, Lessee does hereby make, constitute and irrevocably appoint Lessor's agent as its attorney-in-fact and in its name, place and stead so to do.

Lessee shall give written notice to any mortgage lender having a recorded security instrument upon the Premises or any part thereof of any breach or default by Lessor of any of its obligations under this Lease and to give such mortgage lender at least 60 days beyond any notice period to which Lessor might be entitled to cure such default before Lessee may exercise any remedy with respect thereto. Lessee shall provide Lessee's most recent financial statements upon request in the form specified in Section 33 hereof to Lessor or any mortgage lender and to certify the continuing accuracy of such financial statements in such manner as Lessor or such mortgage lender may request.

26. Estoppel Certificate. At any time, and from time to time, Lessee agrees, promptly and in no event later than 10 days after a request in writing from Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and

effect as modified and stating the modifications) and the dates to which the rental and other charges have been paid.

27. Assignment. Lessor shall have the right to sell or convey the Premises subject to this Lease or to assign its right, title and interest as Lessor under this Lease in whole or in part. In the event of any such sale or assignment other than a security assignment, Lessor shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Lessor contained herein, except for obligations or liabilities accrued prior to such assignment or sale.

Lessee acknowledges that Lessor has been induced to enter into this Lease in anticipation of receiving substantial percentage rentals from Lessee's contemplated use of the Premises and that Lessor has relied both on the business experience and credit worthiness of Lessee and upon the particular purposes for which Lessee intends to use the Premises. Lessee shall not assign this Lease or any interest therein, or sublet all or any part of the Premises, without the prior written consent of Lessor which consent shall not be unreasonably withheld. Lessor may withhold or condition such consent upon such matters as Lessor may in its sole discretion determine, including without limitation the experience and creditworthiness of the assignee, the assumption by the assignee of all of Lessee's obligations hereunder by undertakings enforceable by Lessor, the transfer to such assignee of all necessary licenses and franchises to continue operating the Premises for the purposes herein provided, receipt of such representations and warranties from such assignee as Lessor may request, including such matters as its organization, existence, good standing and finances and other matters, whether or not similar in kind. No such assignment or subletting shall relieve the original Lessee, any prior assignee or any guarantor of their obligations respecting this Lease. Lessor hereby consents to any assignment of Lessee's interest under this Lease to Franchisor.

28. Option to Renew. Lessee, provided it is not in default hereunder at the time of exercise or at the expiration of the Lease Term or, if applicable, the first extension of the Lease Term and provided that the franchise or license agreement with Franchisor is extended for a period of not less than the applicable renewal period, shall have the option to continue this Lease in effect for four additional periods of five years each in accordance with its original terms and provisions except for the following:

- (i) the provisions relating to the Equipment shall be deleted; and,
- (ii) in the event the annual fair market rental value of the Premises to be determined as set forth below is greater than the Base Annual Rental then the annual fair market value of the Premises shall be substituted for the Base Annual Rental and all other provisions shall remain the same.
- (iii) in the event the annual fair market rental value of the Premises is less than the Base Annual Rental the provisions of this Lease shall remain the same.

Lessee shall exercise such renewal option by giving written notice to Lessor of its intention to do so not more than 270 days or less than 210 days prior to the expiration of the Lease Term or the first extension of the Lease Term and upon receipt of such notice Lessor shall within 90 days, at Lessee's

expense, cause an appraisal of the fair market rental value of the Premises to be made by an independent appraiser. If within 20 days after being notified of the result of such appraisal Lessee elects to reject that appraisal, then Lessor shall nominate to Lessee a list of not less than three independent MAI appraisers who are experienced with appraising property similar to the Premises and are familiar with the geographical region where the Premises are located, and Lessee shall select one such appraiser. Within 60 days an appraisal shall then be made of the Premises by that appraiser and within 20 days after the results of that appraisal shall have been delivered to Lessee, Lessee shall notify Lessor in writing of its election to exercise this option to renew this Lease and shall pay the rental so established above which shall be absolutely net to Lessor as provided in Section 6 hereof. If such notice of exercise is not received by Lessor within the 20-day period then this Lease shall terminate on the last day of the Lease Term or, if applicable, the last day of the first renewal term.

29. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Lease shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, Federal Express, Airborne, Emery, DHL, Express Mail, Purolator, or by other recognized overnight courier service (the "Courier Service"), postage prepaid, to the parties at the addresses set forth in the first paragraph hereof or to such other address as either party may give notice pursuant to this section from time to time. All notices shall be deemed received when delivered but in no event later than five (5) days after they are deposited with either the United States Postal Service or the Courier Service, whichever shall first occur.

30. Holding Over. If Lessee remains in possession of the Premises after the expiration of the term hereof, Lessee may be deemed a tenant on a month-to-month basis and shall continue to pay rentals and other sums in the amounts herein provided and to comply with all the terms of this Lease, provided that nothing herein nor the acceptance of rent by Lessor shall be deemed a consent to such holding over.

31. Landlord's Lien. Lessor shall have a landlord's lien upon all furnishings, fixtures, equipment, decoration, supplies, accessories and other personal property which Lessee owns or in which it has an interest located on the Premises to secure the payment of all rental and other sums due hereunder and the performance of all other obligations of Lessee under this Lease.

32. Removal of Lessee's Property. At the expiration of the term of this Lease, and if Lessee is not then in breach hereof, Lessee may remove from the Premises all personal property belonging to Lessee. Lessee shall repair any damage caused by such removal and shall leave the Premises broom clean and in good condition and repair inside and out.

33. Financial Statements. Within 45 days after the end of each fiscal quarter and within 120 days after the end of each fiscal year of Lessee, Lessee shall deliver to Lessor (i) complete financial statements of Lessee including a balance sheet, profit and loss statement, statement of changes in

financial condition and all other related schedules for the fiscal period then ended; and (ii) income statements for the business at the Premises showing gross sales, cost of goods sold, payroll, profits and losses for the fiscal period then ended. All such financial statements shall be prepared in accordance with generally accepted accounting principles, consistently applied from period to period, and shall be certified to be accurate and complete by Lessee (or the Treasurer or other appropriate officer of Lessee). In the event that Lessee's property and business at the Premises is ordinarily consolidated with other business for financial statement purposes, such financial statements shall be prepared on a consolidating basis showing separately the sales, profits and losses, assets and liabilities pertaining to the Premises with the basis for allocation of overhead of other charges being clearly set forth. The financial statements delivered to Lessor need not be audited, but Lessee shall deliver to Lessor copies of any audited financial statements of Lessee which may be prepared, as soon as they are available.

34. Lessor's Liability. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Lessor, that there shall be absolutely no personal liability on the part of Lessor or any partner of Lessor, its successors or assigns with respect to any of the terms, covenants and conditions of this Lease, and that Lessee shall look solely to the assets of Lessor for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor of any of the terms, covenants and conditions of this Lease to be performed by Lessor, such exculpation of liability to be absolute and without any exception whatsoever.

35. Consent of Lessor. Lessor shall have no liability for damages resulting from Lessor's failure to give any consent, approval or instruction reserved to Lessor, Lessee's sole remedy in any such event being an action for injunctive relief.

36. Waiver and Amendment. No provision of this Lease shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

37. Joint Venture. Neither the provision set forth herein for the computation of Annual Percentage Rental, nor any one or more agreements contained herein, is intended, nor shall the same be deemed or construed, to create a partnership between Lessor and Lessee, to make them joint venturers, nor to make Lessor in any way responsible for the debts or losses of Lessee.

38. Captions. Captions are used throughout this Lease for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof.

39. Severability. The provisions of this Lease shall be deemed severable. If any part of this Lease shall be held unenforceable by any court of competent jurisdiction, the remainder shall remain in full force and

EXHIBIT A



TRI-CONTINENTAL LEASING CORPORATION
P.O. BOX 907
PARAMUS, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Tom & Kelly Organization, Inc.

Dated 8/24/71

Decor Concepts
5611 North Peck Road
Arcadia, California 91006

Equipment as follows:

- 1 - Divider Screen System 18'-0" long x 15" high
- 2 - Divider Screens 4'0" long x 15" high
- 2 - Divider Screens 2'0" long x 8" high
- 3 - Divider Screens 21'0" long x 15" high
- 3 - Triple Floor Planter Units with a metal liner pans
- 1 - Service Counter Top - multi-conventional
- 1 - Q-Line Divider System 36"0" long x 38" high
- 8 - Hanging Planter Pots 7" diameter
- 18 - Dunn Edwards/Contemporary Textures Wall Vinyls
- 6 - A.U. Morse/Satinesque #LP-191 "El Dorado"
- 5 - Padded window valances to total 31 linear feet
- 7 - Wall Graphics from 15"x18" to 24"x24"
- 1 - Wall Mount Artifacts
- 4 - 11"x10" Wall Mount Planter Shelves
- 2 - 24"x10" Wall Mount Artifacts Shelves
- 3 - Oak plaque door signs
- 2 - 18"x18" etched glass panels "Burger King" logo windows
- 55 - Service Counter Fascia Tile
- 1 - 14" high x 27" long illuminated "drinks" sign
- 1 - 14" high x 27" long illuminated "salad" sign
- 1 - 18" floor planter pot
- 1 - drink cabinet
- 1 - 10" diameter surface mount planter pot
- 3 - 15" x 15" decorative tile (plant-on) sections
- 1 - Standard Model Salad Bar
- 7 - Hanging Pendant Lights
- 2 - Wall Sconce Lights





TRI-CONTINENTAL LEASING CORPORATION
P.O. BOX 807
PARAMUS, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,

or Tom & Kelly Organization, Inc.

Dated _____

Equipment (Con'd)

- 10 - 24" Single Booths/Settees
- 2 - 44" Single Booths/Settees
- 5 - 44" Double Booths/Settees
- 1 - 24" Single Parkbench
- 2 - 44" Single Parkbench
- 3 - 44" Double Parkbench
- 1 - 72" Single Parkbench
- 6 - 27" x 27" Table Tops W/Spider
- 2 - 42" x 24" Cantilevered W/Angle Table Tops
- 9 - 42" x 24" Cantilevered Table Tops
- 1 - Single Settee
- 1 - Dual Settee
- 7 - Two Place Table
- 1 - 14'-6" Dining Counter
- 5 - Brackets
- 6 - Counter Seats
- 16 - Scatter Windsor Chairs
- 1 - Single waste receptacle
- 1 - Double waste receptacle
- 1 - Double waste receptacle
- 3 - High Chairs
- 50 - Escutcheons



TRI-CONTINENTAL LEASING CORPORATION
P. O. BOX 907
PARLIN, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,

and Tcm & Kelly Organization, Inc.

Dated _____

Stainless Incorporated
125 SE 5th Court
Deerfield Beach, FL 33441

Equipment as follows:

- 1 - M2629-01 Prep Board, Main Std.
- 2 - M1302-00 Broiler Stand
- 3 - B1006 Hood, Broiler Ventroguard
- 1 - M379-01 Freezer, Mobile
- 1 - M1304-00 Table, Specialty Sandwich
- 1 - B2737 Hood, Breakfast Ventroguard
- 1 - B1025 Cabinet, Warming Collectrama
- 1 - B1029 Freezer, Reachin Silver
- 1 - B1031 Toaster, Bun Prince Castle
- 1 - B1380 Fryer, Frymaster
- 4 - M1367-00 Cover, Fryer F/Frymaster
- 2 - B2794 Probe, Computer NCC
- 2 - B2938 Computer, SGL Prod NCC
- 2 - B1042 Computer, Multi Prod NCC
- 2 - M1338-00 Rack, Fry Thaw Two Basket
- 36 - B1044 Baskets, Fry American Wire
- 1 - B2736 Hood, 5 Bank Fryer
- 1 - M2636-00 Panel, 5-Bank Mica Back
- 1 - M2637-00 Station, STD Fry F/U.C.
- 1 - M2639-00 Assembly, Fry Sta Heat Lamp
- 1 - M2640-00 Slide, 12" x 18" Triangular Tray
- 1 - M2520-00 Kit, S/S Service Chase
- 1 - B2580 Cuber, Ice Ice-o-matic
- 1 - B2586 Bin, Ice Storage
- 2 - B2102 Dispenser, 90# Ice Remcor
- 1 - M2111-00 Station Aux. Ice & Beverage
- 1 - M2517-00 Kit, S/S Back Panel
- 1 - B1055 Brewer, Coffee Bunn-o-matic
- 1 - B2789 Urn, 3 Gallon Coffee Bunn-o-matic
- 1 - B1060 Dispenser, ice tea, 3 gallon
- 1 - B1061 Dispenser, ice tea, 5 gallon
- 1 - B2973 Sink, Hand Seco HS-11-2h
- 1 - M1334-00 Sink, three comp w/dbl 18" drainboards
- 1 - P1674 Faucet, Backsplash
- 1 - P1697 Pre-rinse, T&S B-134



TRI-CONTINENTAL LEASING CORPORATION
P. O. BOX 907
PARAMUS, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Tcm & Kelly Organization, Inc.

Date _____

Equipment (Con'd)

- 1 - M2344-00 Sink, Two Comp W/SGL 24" RH Drainboard
- 1 - P1674 Faucet, Backsplash
- 1 - 10084226 Disposal, Hobart SD2-150-1
- 1 - B2999 Box, Indoor Walkin Vollrath
- 1 - 10084228 Cooler/Freezer Shelving
- 1 - 10084229 Dry Storage Shelving
- 1 - 10084230 Drive Thru Counters
- 1 - 10084231 Serving Counter Shelving Package
- 1 - B2945 Package, Cleaning Equipment
- 1 - B2946 Package, Pan
- 1 - B2947 Package, Minor Kitchen Equipment
- 1 - B1032 Toaster, Bun Savory
- 1 - B1253 Oven, Convection Blodgett
- 1 - B2072 Stand, 19" S/S Mobile
- 1 - B2787 Cabinet, Warming Cres-Cor
- 1 - B2779 Griddle, 36" US Range RGTA-B
- 1 - B2593 Square, 12" x 18" Egg-Fast
- 1 - B1293 Package, Breakfast Equipment
- 1 - B2163 Package, Croissant
- 1 - B1294 Package, Biscuit Equipment
- 1 - 10084235 Table, Work
- 3 - B1193 Container, outdoor waste
- 4 - B1196 Seat, Booster Vollrath 52
- 16 - B1200 Bin, Condiment Cambro
- 2 - M1372-00 Bracket, undercounter
- 1 - B1247 Slicer, Tomato Prince
- 1 - B1248 Blades, spare prince castle
- 1 - B1270 Safe, Major ER-18-BK
- 10 - B1268 Pan, Biscuit 13" x 18"
- 1 - B1272 Kit, Shortening Test Colfax
- 1 - B1289 Truck, Hand 400 LB Capacity
- 1 - B2119 Holder, Condiment Bin
- 1 - B2304 Processor, Commercial
- 1 - M1371-00 Container, Solid Shortening
- 1 - M1343-00 Rack, Tomato Pan
- 1 - B2120 Dispenser, SM Hot Cup
- 1 - B2121 Dispenser, SM Cold Cup
- 4 - B2122 Dispenser, Med/Lg Cold Cup
- 1 - M2104-00 Bracket, 6 Lowerator cup

[Handwritten signature]



TRI-CONTINENTAL LEASING CORPORATION
P. O. BOX 907
PARAMUS, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Tom & Kelly Organization, Inc.

Dated _____

Equipment (Con'd)

- 2 - B1198 Decal, Store Hours Screen Art
- 2 - B1199 Decal, "No Solicitation" Screen Art
- 2 - B1169 Shelf, Wire Metrosea

(S.T.)



TRI-CONTINENTAL LEASING CORPORATION
P. O. BOX 907
PARAMUS, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Tom & Kelly Organization, Inc.

Dated _____

American Sign and Marketing Services, Inc.
P.O. Box 247
Florence, Kentucky 41042

Equipment as follows:

- | | |
|-------------------------|------------------------|
| 1 - Interior Menu Board | 2 - Saus Gravy Bisc |
| 1 - DT W/SPKR PST | 1 - Menu Strip HdI Chg |
| 2 - Biscuit With | 1 - Font of Digits |
| 2 - Ham Strip | |
| 2 - STE | |
| 8 - Steak Strip | |
| 4 - With Egg Strips | |
| 1 - 2 Saus. Gravy Bisc. | |
| 2 - Menu Strip HDL CHG | |
| 2 - Bacon Strip | |

Heath and Company
c/o Florida National Bank
P.O. Box 20996
Orlando, FL 32814

Equipment as follows:

- Steel for 25" overall height
- Wings for 8 x 8 d/f
- 1 - 250 font of 8" black zip letters
- 1 - 12' change arm
- 1 - 8 x 8 d/f with two breakfast
- 1 - 4 x 4 s/f logo
- 1 - BK letters
- 1 - BK parapet 171'
- 1 - Caution clearance, 8'6"
- 2 - 4'7" x 8" marquee
- Freight
- Crating and loading





TRI-CONTINENTAL LEASING CORPORATION
P.O. Box 907
PARAMUS, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Tom & Kelly Organization, Inc.

Dated _____

Commercial Broom Supply
P.O. Box 490310
Atlanta, GA 30349

Equipment as follows:

Assorted Small Wares

The Cornelius Company
P.O. Box 70870
St. Paul, MN 55170-0020

Equipment as follows:

- | | |
|-----------------------------|------------------------------|
| 1 - HI Flow Cooling Unit | 2 - Impeller & Seal |
| 1 - HI Flow Stand Assy 2500 | 1 - Refrigerated Trunk Lines |
| 1 - SF Tower Auto-Set | 32 - Clamps |
| 2 - Tower Suflo 5E W/O Base | 8 - Conn Tubes |
| 1 - Python Trunk W/DISC | 1 - Solenoid Pull 24V |
| 1 - Kit Tee Trunk | |
| 1 - Kit FITG SC800 | |
| 2 - Tape Insul 1/8x2x30' | |

Best Beverage
5683 Cape Cod Lane
Lithonia, GA 30058

Equipment as follows:

- 1 - Tee Kit, Service and Labor



TRI-CONTINENTAL LEASING CORPORATION
P. O. BOX 907
PARAMUS, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Tom & Kelly Organization, Inc.

Dated _____

Atlanta Fixture & Sales Company, Inc.
3185 Northeast Expressway
Atlanta, GA 30341

Equipment as follows:

Assorted Small wares

Carol's Green Thumb
5758 Hwy. 85 #J337
Riverdale, GA 30274

Equipment as follows:

Interior/Exterior Plant Design, Landscape, Plant Material and Installatic

Henry Neon Signs, Inc.
2504 Melville Avenue
Decatur, GA 30032

Equipment as follows:

- 1 - 8'x8' ID sign with appendages and reader boards at an O.A.H. of 35'
- 1 - 4'x4' wall logo
- 1 - set of standard Burger King letters
- 1 - 171' of parapet lighting

Advanced Audio, Inc.
4717 South Cobb Drive
Smyrna, GA 30080

Equipment as follows:

- 1 - Drive-thru Communications
- 1 - Loop Detection System
- 1 - Manager Page System
- 1 - Intercom System Between Windows
- 1 - Music Speaker System
- 1 - Labor





TRI-CONTINENTAL LEASING CORPORATION
P.O. BOX 907
PARAMUS, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
and Tom & Kelly Organization, Inc.

Dated _____

Fasfas Corporation
P.O. Box 4766
Boston, MA 02212

Equipment as follows:

- 2 - MK IV Satellite Registers with 115A power cord
- 1 - 212A Modem Cable
- 1 - Ser #12299 Standalone
- 1 - Ser #AA118 Standalone
- 4 - Menu - CLB/STD-BK-FRAN
- 1 - Ser# Insert -Dwr-Ms Cash
- 2 - Ser# Blank Cassette Tapes
- 50 - Ser# Cable Clamps 1.0 wide
- 2 - Ser# CBL-Twinax-MK3 or 4 15 ft.
- 1 - Ser# CBL-Twinax-MK3 or 4 15 ft.
- 2 - Ser# CBL-Twinax-MK3 or 4 50 ft.
- 1 - Ser# CBL-Twinax-MK3 or 4 100 ft.
- 1 - Ser#17971 Final Beige MK4 BMHZ 256K
- 1 - Ser# 18130 Final Satellite - MK4-Beige
- 1 - Ser# 18129 Final Satellite-MK4-Beige
- 3 - Ser# CAB Assy-40 ft. 750HM COAX
- 1 - Ser# 55327 MC-CRT-1 W/3 MDL Top Assy
- 3 - Ser# Assy-Cable 40 ft. LP88
- 6 - Ser# Cord-Power-MK 4 15 AMP
- 1 - Ser# 6203 CRT Monitor & Mtg Brkt
- 1 Ser#6200 CRT Monitor & Mtg Brkt
- 1 - Ser#6221 CRT Monitor & Mtg Brkt
- 4 - Ser# DWR-Cash-Ms Std w/Brkts
- 1 - Ser# Assy Final 2x8 Bump Bar
- 1 - Ser#Assy Final 2 x8 Bump Bar
- 1 - Ser# Assy Final 2x8 Bump Bar
- 1 - Ser# Remote Printer Final Assy
- 1 - Ser# Remote Printer Final Assy
- 1 - Ser# Volume Discount
- 1 - Ser# Less Deposit Amount
- 1 - Ser# Manual Guide Oper PRGM391
- 3 - Ser# Guide Ref Prgm 6391 Quick
- 1 - Ser# IBM Communica.
- 3 - Ser# Menu - CLB/STD-BK-FRAN
- 1 - Ser# Fee-Installation



TRI-CONTINENTAL LEASING CORPORATION
P.O. BOX 907
PARAMUS, NEW JERSEY 07653

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
Tom & Kelly Organization, Inc.

and _____

Dated _____

Fastas Corporation (Continued)

- 2 - Program Tapes
- 2 - Modem 212A Cable Assy
- 2 - CBL Twinax MK3 or 4 15 ft.
- 2 - Final Satellite MK4 Beige
- 2 - Cord-Power-MK 4 15 AMP
- 1 - Volume Discount
- 1 - Less Deposit Amount
- 2 - Menu - CLB/STD-BK-FRAN

Arcotec Company, Inc.
3012 Adriatic Court
Norcross, Georgia 30071

Equipment as follows:

- 3 - Cabinets - Plastic Laminate
- 1 - CT and brackets

Taylor Freezer Sales Company, Inc.
P.O. Box 1547
Chesapeake, Virginia 23320

Equipment as follows:

- 1 - Broiler (Gas) Natural Gas
- 1 - Serial # - 5049274
- 1 - Burger King Shakemaster
- 4 - Amana Radaranges - 1400 Watts

EXHIBIT B

All that tract or parcel of land lying and being in Land Lot 71 of the 12th District of Henry County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the southern side of State Route 138, and the Clayton-Henry County line, thence along the southern right of way of State Route 138, south 83 degrees 28 minutes 00 seconds east 150 feet to a point, thence south 02 degrees 45 minutes 55 seconds west 291.50 feet to a point, thence north 86 degrees 18 minutes 01 seconds west 130 feet to a point on the westerly land lot line of Land Lot 71, also being the Clayton-Henry County line, thence north 01 degrees 00 seconds west along the land lot line and county line 299.88 feet to the point of beginning. Said entire tract containing 0.947 acres.

The above described property is shown on a survey for FFCA/IIP 1986 Property Company, dated May 12, 1988 by August S. Giometti, Georgia Registered Land Surveyor No. 1125.

TOGETHER WITH rights contained in Agreement recorded in Deed Book 667, page 213, Henry County Records.

FFCA/IIP-86

Signed, sealed and delivered
this day of
1988 in the presence of:

Lusan Z. Wheeler
Unofficial Witness

Calvin Osborne
Notary Public

My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires March 9, 1991

[NOTARIAL SEAL]

LESSEE:

TOM AND KELLY ORGANIZATION, INC.
(a Georgia corporation)

By: [Signature]
Name: PK WHEELER
Title: OWNER

Attest:
By: Steven J. Kauler
Name: STEVEN J. KAULER
Title: TREASURER Secretary

FIRST AMENDMENT TO LEASE
(Lease Extension)

The Kalle Organization, Inc.
c/o Mr. James Sculley
9582 Tara Boulevard, Suite 200
Jonesboro, Georgia 30236

RE: Lease (the "Lease Agreement") effectively dated June 3, 1988, by and between FFCA/IIP 1986 Property Company, a Delaware general partnership, through merger now known as GE Capital Franchise Finance Corporation, a Delaware corporation, as assigned or conveyed to Elliot A. Scott, as Trustee of the Scott Family Trust dated July 26, 2005, as to an undivided 50% interest, and Toby T. Macfarlane, as Trustee of the Macfarlane Family Trust Dated July 21, 1997, as to an undivided 50% interest (collectively, "Lessor"), and The Kalle Organization, Inc., a Georgia corporation, as lessee (as successor-in-interest to the Tom and Kelley Organization, Inc., a Georgia corporation) ("Lessee"), relating to the lease of that certain real property located at 119 Highway 138 E, Stockbridge Georgia, and as more particularly described therein (the "Premises")

Dear Mr. Sculley:

This letter (this "Letter Amendment") constitutes an amendment to the Lease Agreement, which will become automatically binding and effective upon each of Lessor's and Lessee's mutual execution (the "Effective Date").

The initial term of the Lease Agreement expired on May 31, 2008, subject to four remaining five-year options to renew. Tenant exercised its first five (5) year renewal option, for the term commencing on June 1, 2008 and ending May 31, 2013. Annual rental determined by the MAI appraisal dated April 1, 2008 has been set at \$89,750 for this renewal period. This Letter Amendment is to offer Lessee the right to amend said Lease Agreement subject to the following terms and conditions:

1. Lessor and Lessee, by execution hereof, agree that the Lessee does hereby exercise all three (3) of their remaining options such that the Lease Term is hereby extended until May 31st, 2028 (the "Extension Period"). Lessee shall receive two (2) additional five (5) year options for the periods of June 1, 2028 through May 31, 2033, and June 1, 2033 through May 31, 2038. Rent for said option periods shall be set per the schedule below and Lessee shall exercise such renewal option by giving written notice to Lessor of its intention to do so not more than 270 days or less than 210 days prior to May 31st, 2028.
2. The Base Annual Rental (and, correspondingly, Base Monthly Rental) payable during the Lease term and all Extension Periods shall be paid according to the following rent schedule, where the Base Annual Rent is increased by six percent (6%) every three years, including the two new Option periods.

Term/Year	Base Annual Rental
6/1/2008 - 5/31/2011	\$89,750.00 per year paid in equal monthly installments of \$7,479.17
6/1/2011 - 5/31/2014	\$95,135.00 per year paid in equal monthly installments of \$7,927.92
6/1/2014 - 5/31/2017	\$100,843.10 per year paid in equal monthly installments of \$8,403.59
6/1/2017 - 5/31/2020	\$106,893.69 per year paid in equal monthly installments of \$8,907.81
6/1/2020 - 5/31/2023	\$113,307.31 per year paid in equal monthly installments of \$9,442.28
6/1/2023 - 5/31/2026	\$120,105.75 per year paid in equal monthly installments of \$10,008.81
6/1/2026 - 5/31/2029	\$127,312.10 per year paid in equal monthly installments of \$10,609.34
6/1/2029 - 5/31/2032	\$134,950.83 per year paid in equal monthly installments of \$11,245.90
6/1/2032 - 5/31/2035	\$143,047.88 per year paid in equal monthly installments of \$11,920.66
6/1/2035 - 5/31/2038	\$151,630.75 per year paid in equal monthly installments of \$12,635.90

3. Effective upon the full execution of this Letter Amendment, any and all provisions or terms in the Lease Agreement related to percentage rent or the term Monthly Percentage Rental or any reference thereto shall be deemed deleted and have no force or effect. Accordingly, it is hereby agreed and expressly acknowledged that any and all percentage rent or Monthly Percentage Rental has been fully paid, satisfied, and received through and including the Effective Date and that the Base Annual Rent provided in Section 2 hereof shall be the sole rent payable under the Lease Agreement, exclusive of CAM and similar charges. Additionally, per Paragraph 11 of the Lease, Lessor has returned to Lessee all money held as Advance Rental, and paragraph 11 shall be deleted in its entirety.
4. The Lease Agreement, as amended hereby, shall constitute an absolute true net lease with all taxes, costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises to be paid by Lessee.
5. That Paragraph 22 of the Lease Agreement pertaining to the option to purchase the Premise is hereby deleted in its entirety. Lessee shall in exchange have a continuing right of first refusal to purchase the Premises upon the following terms: Should Lessor determine to accept a bona fide offer to purchase the Premises from a third party (each, a "Bona Fide Offer"), Lessor shall notify Lessee in writing of said Bona Fide Offer and Lessee shall then have ten (10) business days to elect to purchase the Premises under the same terms and conditions as said Bona Fide Offer. If Lessee does not elect to purchase the Premises within such ten (10) business day period, Lessee's right of first refusal with respect to said Bona Fide Offer only shall be deemed waived, be of no further force and effect, and no longer be capable of exercise and Lessor may proceed to sell the Premises to such third party pursuant to the express terms of said Bona Fide Offer. In the event that a closing based on the express terms of said Bona Fide Offer does not close for any reason, Lessee shall have a

continuing right of first refusal for any and all future Bona Fide Offers pursuant to this paragraph. The foregoing right of first refusal will not apply to (i) any transfer of the Premises resulting from an exercise of security interests in the Premises; (ii) any sale involving more than three properties owned by Lessor and being sold as a package to a single buyer; or (iii) any transfer of the Premises, or partial interest thereof, between the Scott Family Trust dated July 26, 2005 and the Macfarlane Family Trust Dated July 21, 1997.

6. The Guarantors consent to the terms and conditions of this Letter Amendment.
7. It is hereby acknowledged that all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.
8. All defined terms used herein will have the meaning given to such terms in the Lease Agreement, unless such terms are specifically defined by this Letter Amendment.
9. Both parties represent and warrant to the other that each has the full power and authority to execute this Letter Amendment.

Please confirm your agreement to the aforementioned by signing below on both of the enclosed originals and returning one to my attention.

Sincerely,



Elliot A. Scott

ACKNOWLEDGED and AGREED this 2nd day of November 2008


LESSEE:
The Kalle Organization, Inc.,
a Georgia corporation

By: 

Name: GENE R. KALLE

Its: D.P.

LESSOR
Scott Family Trust dated July 26, 2005

By: 

Elliot A. Scott, Trustee

Macfarlane Family Trust dated July 21, 1997

By: 


Toby T. Macfarlane, Trustee

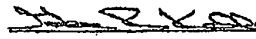
CONSENT OF GUARANTORS

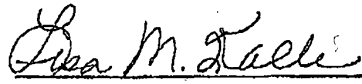
The undersigned do hereby consent to the foregoing Letter Amendment to the above-referenced Lease Agreement and acknowledge that their obligations under that certain Unconditional Guarantee of Payment and Performance executed by the undersigned in connection with the Lease Agreement at the time of its creation, are continuing in nature notwithstanding the provisions of the attached Letter Amendment, and that their Unconditional Guarantee of Payment and Performance remains in full force and effect.

GUARANTORS:


James C. Sculley


Ingrid A. Sculley


Gene R. Kalle


Lisa M. Kalle

24056

ASSIGNMENT OF LEASE AGREEMENT

STATE OF GEORGIA §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FULTON §

That this ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), is made by and between The Kalle Organization, Inc., a Georgia corporation (hereinafter referred to as "Assignor"), and SOAR Hospitality Group, LLC, a Georgia limited liability company (hereinafter referred to as "Assignee").

RECITALS:

A. FFCA/IIP 1986 Property Company, a Delaware general partnership ("Original Landlord"), as landlord, and Tom and Kelly Organization, a Georgia corporation (collectively, "Original Tenant"), as tenants, entered into that certain Lease, dated June 3, 1988, as amended, by that certain First Amendment to Lease, dated November 3, 2008 (as amended, the "Lease"), for the lease and use of certain premises (the "Premises") located at 119 Ga Highway 138 St, Stockbridge, Georgia 30281, which is more particularly described in Exhibit A hereto;

B. Assignor is the successor-in-interest to Original Tenant as tenant under the Lease and Paul E. Bundy & Sigrid H. Bundy, Trustee of the Paul & Sigrid Bundy Family Trust dated March 27, 2001 ("Landlord") is successor in interest to Original Landlord under the Lease;

C. Assignor and Assignee have entered into that certain Agreement for Purchase and Sale of Assets (the "Purchase Agreement"); dated as of November 5, 2009, pursuant to the terms and conditions of which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to substantially all of its assets including, without limitation, the Burger King restaurant operations located at the Premises.

D. Closing under the Purchase Agreement is scheduled for no earlier than December 30, 2009 and is also subject to the satisfaction of certain conditions set forth in the Purchase Agreement (the actual date of such closing, the "Closing Date").

E. Effective as of the closing under the Purchase Agreement, Assignee will assume and agree to pay, perform, and discharge all of the obligations of Assignor under the Lease attributable to the period after 12:01 a.m. on the Closing Date (the "Assignment Time").

F. Pursuant to the terms of the Purchase Agreement, Assignor desires to assign, as of the Assignment Time, all right, title, and interest Assignor has in and to said Lease and the Premises to Assignee;

G. Landlord has been asked to execute this Assignment in order to evidence its agreement and consent to the assignment of the Lease to Assignee, to release Assignor and any guarantors (collectively, "Guarantors") from further liability under the Lease for matters arising from and after the Assignment Time, and to make certain representations, warranties and other agreements as hereinafter set forth; and

H. Effective as of the Assignment Time, Assignee desires to acknowledge acceptance of such assignment and Assignee's agreement to assume all conditions, covenants, and obligations of the Assignor under said Lease to the extent applicable to matters arising from and after the Assignment Time.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, the promises and conditions provided herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT OF LEASE AND PREMISES. Assignor hereby assigns all right, title, and interest in and to the Lease and the Premises and hereby transfers and sets over to Assignee said Lease and Premises effective as of the Assignment Time, and all rights, requirements, and obligations of any nature arising therefrom from and after the Assignment Time. Assignor and Owners will be released from liability for the payment of rent and for compliance with all other obligations of the Assignor under the Lease arising from and after the Assignment Time.

2. ASSUMPTION OF CONDITIONS, COVENANTS AND OBLIGATIONS. Assignee hereby accepts the assignment of the Lease and the Premises and agrees to carry out and perform all of the conditions, covenants, and obligations of the Assignor as stated therein, to the extent applicable to matters arising from and after the Assignment Time, and to assume all responsibilities thereof to the extent such responsibilities are applicable to matters arising from and after the Assignment Time.

3. CONSENT BY LANDLORD. In accordance with the terms of the Lease, Landlord is executing this Assignment for the sole purpose of acknowledging its agreement and consent to this Assignment, and releasing Assignor and Owners from further liability under the Lease for matters arising from and after the Assignment Time.

4. LANDLORD ESTOPPEL. Landlord hereby represents and warrants to Assignee the following:

(i) A true, complete and correct copy of the Lease, including all addenda, attachments and exhibits thereto, is attached hereto as Exhibit B. The Lease represents the entire agreement and understanding between Landlord and Assignor with respect to the Premises, and, except as attached in Exhibit B, has not been assigned, modified, supplemented or amended in any way.

(ii) The Lease is valid, in full force and effect, and, to the best of Landlord's knowledge, neither Landlord nor Assignor is in default under the Lease, nor has Assignor or any other party taken any action which would constitute a default under the Lease. Landlord has, as of the Assignment Time, no claims or defenses against Assignor arising out of the Lease or in any way relating thereto.

(iii) Landlord has no lease, agreement or understanding of any kind with respect to any premises or property other than the Lease, with Assignor.

(iv) The current term of the Lease expires on March 31, 2028.

(v) The base monthly rent of \$7,479.17 due under the Lease is payable in advance on the first day of each calendar month. All rent, charges, and other payments, if any, due Landlord under the Lease have been paid through _____, and no rents have been prepaid.

(vi) A security deposit in the amount of \$ _____ has been deposited with Landlord by Assignor.

(vii) To the Landlord's actual knowledge, Assignor has not assigned the Lease or subleased any portion of the Premises, and Landlord has not received any notice from Assignor that Assignor desires to assign the Lease or sublease any portion of the Premises.

(viii) To the best of its knowledge, Landlord is not in default of any of its obligations under any mortgage encumbering the Premises, nor has Landlord received any notice of any default under any such mortgage or any related loan documents.

(ix) Landlord hereby consents, upon the consummation of the transactions contemplated by the Purchase Agreement, to the assignment of Assignor's rights and interest under the Lease to, and the assumption of Assignor's obligations under the Lease by, Assignee and relating to the time period from and after the Assignment Time and relating to events attributable to the period from and after the Assignment Time. Landlord agrees and acknowledges that such assignment and assumption complies with all conditions and requirements set forth in the Lease and does not constitute a default under the Lease. Landlord hereby waives any right of recapture under the Lease with respect to the assignment of the contemplated herein.

(x) Landlord makes the above statements to and for the benefit and protection of Assignor, Owners, Assignee and Assignee's lender, and with the intent and understanding that they will be relied upon by Assignor, Owners, Assignee and Assignee's lender and each of their respective successors, heirs, representatives and assigns.

(xi) Landlord covenants and agrees that Landlord will not assert any claim, right or state of facts which is contrary to or inconsistent with the representations and certifications set forth herein.

5. ENTIRE AGREEMENT. This Assignment contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among

the parties hereto, relating to the subject matter of this Assignment, which are not fully expressed herein.

6. **FURTHER ACTS.** Each party hereto agrees to perform any and all such further and additional acts and execute and deliver any and all such further and additional instruments and documents as may be reasonably necessary in order to carry out the provisions and effectuate the intent of this Assignment.

7. **MODIFICATION.** Any modification of this Assignment shall be in writing and agreed to by all parties.

8. **AUTHORITY.** Each party hereto represents and warrants that it has full authority to execute the Assignment and bind to the Assignment its respective partners, trustees, beneficiaries, remaindermen, directors, officers, employees, agents, advisors, attorneys, successors, assigns, and personal representatives.

9. **SEVERABILITY.** If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be duly severable; this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severance of the illegal, invalid, or unenforceable provision or provisions.

10. **GOVERNING LAW.** This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia.

11. **BENEFIT.** Except as otherwise provided herein, this Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, legal representatives, heirs, and legatees.

12. **PARAGRAPH HEADINGS.** All paragraph headings set forth in this Assignment are for purposes of identification and are intended for convenience only, and shall not control or affect the meaning, construction, or effect of this Assignment or any provision hereof.

13. **COUNTERPART EXECUTION.** This Assignment may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Closing Date.

Assignor:

Sworn to and subscribed
before me this ____ day
of _____, 2009.

The Kalle Organization, Inc.,
a Georgia corporation

By: [Signature]

Name: Craig R. Kalle

Title: President

[Signature]
Notary Public

[Signature]
Witness



Sworn to and subscribed
before me this ____ day
of _____, 2009.

SOAR Hospitality Group, LLC,
a Georgia limited liability company

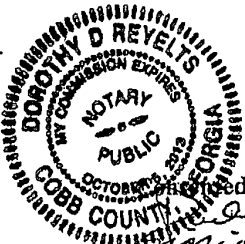
By: [Signature]

Name: SHARMEEN C. HAWKINS

Title: MANAGING OWNER

[Signature]
Notary Public

[Signature]
Witness



Sworn to and subscribed
before me this 15 day
of Dec 2009, 2009.

Assigned to and Agreed by Landlord:

[Signature]
Sigrid H. Bundy TTEE
Paul E. Bundy & Sigrid H. Bundy, Trustee of the
Paul & Sigrid Bundy Family Trust
dated March 27, 2001

[Signature]
Notary Public

[Signature]
Witness

By: _____
Name: _____
Title: _____

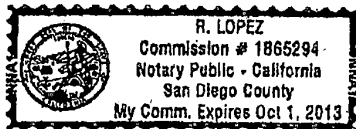


EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 71 of the 12th District of Henry County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the southern side of State Route 138, and the Clayton-Henry County line, thence along the southern right of way of State Route 138, south 83 degrees 28 minutes 00 seconds east 150 feet to a point, thence south 02 degrees 45 minutes 55 seconds west 291.50 feet to a point, thence north 86 degrees 10 minutes 01 seconds west 130 feet to a point on the westerly land lot line of Land Lot 71, also being the Clayton-Henry County line, thence north 01 degrees 00 seconds west along the land lot line and county line 299.88 feet to the point of beginning. Said entire tract containing 0.947 acres.

The above described property is shown on a survey for FFCA/IIP 1986 Property Company, dated May 12, 1988 by August S. Giometti, Georgia Registered Land Surveyor No. 1125.

TOGETHER WITH rights contained in Agreement recorded in Deed Book 667, page 213, Henry County Records:

4940-05.32

EXHIBIT "B"

Lease ✓

ASSET PURCHASE AND SALE AGREEMENT

EXHIBIT C-3

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made this ____ day of _____, 2017, ("Effective Date") by and between Soar Hospitality Group, LLC, a Georgia limited liability company ("Assignor"), Premier Kings of Georgia Inc., a Georgia corporation ("Assignee").

WITNESSETH:

WHEREAS, the Leasehold Interests that are the subjects of this Agreement are those certain Lease Agreements listed on Table A, by and between the "Landlord" or "Lessor" and the "Tenant" or "Lessee," as listed on Table A, pertaining to those certain lands and buildings operated as Burger King franchised restaurants at the locations listed on Table A (collectively, the "Lease").

WHEREAS, subject to the terms and conditions herein contained, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Lease, and to delegate to Assignee all of Assignor's obligations under the Lease, effective as of the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein below set forth, it is agreed:

1. Assignment of Lease. Assignor does hereby grant, convey, assign, transfer and set over unto Assignee, all of Assignor's right, title and interest in, to and under the Lease as of the Effective Date, and hereby delegates to Assignee all of Assignor's obligations under the Lease, which accrue on and after the Effective Date. Assignor warrants and represents that Assignor has full power and authority to assign the Lease, and to the best of Assignor's knowledge neither it nor the Lessor is in default under the Lease. Assignor further warrants and represents that Assignor has not dealt with any real estate agent, broker or finder with respect to the Lease for which payment remains outstanding and would be due from Assignee.

2. Assumption of Lease. Assignee hereby accepts the assignment of all of Assignor's right, title and interest in, to and under the Lease as of the date hereof and hereby assumes all of the obligations of Assignor under the Lease which accrue from and after the Effective Date.

3. Successors and Assigns; Governing Law. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, shall be governed and construed in accordance with the laws

of the State of Georgia and may not be modified or amended other than by a written agreement signed by the party to be charged therewith.

4. Notice. Tenant's notice address as set forth in the Lease is hereby deleted in its entirety and replaced with the following address:

To Tenant: Premier Kings of Georgia Inc.
Attn: Manraj "Patrick" Sidhu, Manager
5529 Carmichael Road
Montgomery, AL 36117

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and any amendment hereto, may be executed and distributed by facsimile or PDF and a copy of this Agreement or any such amendment executed and distributed by facsimile or PDF shall be deemed an original for all purposes.

6. Further Assurances. Assignor and Assignee hereby covenant and agree that, at or after the date hereof, each shall, at the request of other party, promptly execute and deliver, or cause to be executed and delivered, to the other party such further instruments and to take such further actions as may be necessary to carry out the purposes and intent of this Assignment.

7. Indemnification. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any loss, cost, damage, expense, injury, claim or liability, including, without limitation, reasonable attorneys' fees and other legal expenses, whether actually incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding, actually incurred by Assignee with respect to (i) Assignor's obligations under the Lease arising or existing prior to the Effective Date of this Assignment, (ii) any material inaccuracy in any representation or warranty of Assignor under this Assignment, and (iii) any breach of any covenant or other agreement in this Assignment by Assignor. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any loss, cost, damage, expense, injury, claim or liability, including, without limitation, reasonable attorneys' fees and other legal expenses, whether actually incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding, actually incurred by Assignor with respect to (i) Assignee's obligations under the Lease arising or existing on or after the Effective Date of this Assignment, (ii) any material inaccuracy in any representation or warranty of Assignee under this Assignment, and (iii) any breach of any covenant or other agreement in this Assignment by Assignee.

8. Consent and Estoppel. Lessor hereby consents to the Assignment of the Lease by Assignor to Assignee in and after the Effective Date, and Lessor hereby releases Assignor from any future liabilities, operations or duties under the Lease. Lessor represents that the Lease is in full force and effect and has not, except as otherwise set forth herein, been modified, amended or

changed in any manner whatsoever except as shown on Table A and that the Lease constitutes the entire agreement between the parties. To Lessor's knowledge, the Assignor is not in default under any of the terms, covenants or conditions of the Lease on the part of the Assignor to be observed or performed, and to Lessor's knowledge, no event has occurred which with the passage of time or the giving of notice, or both, would constitute a default by the Assignor under the Lease.

9. Counterparts. This Assignment may be executed in any number of counterparts, but it shall not be necessary that each counterpart be executed by all the parties hereto as long as each party executes at least one such counterpart. When each of the parties hereto has executed at least one counterpart hereof, this Assignment shall thereupon be deemed executed by all parties, and together all such counterparts shall comprise but a single instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor, Assignee and Lessor have duly executed this Assignment as of the date first set forth above, to be effective as of the Effective Date.

ASSIGNOR:

Soar Hospitality Group, LLC, a Georgia
limited liability company

By: _____ (SEAL)

Name:

Its:

ASSIGNEE:

Premier Kings of Georgia Inc., a Georgia
corporation

By: 

Name: Manraj "Patrick" Sidhu

Its: President

[Corporate Seal]

The undersigned Lessor executes and delivers this Assignment solely for the purposes of Section 8 above as it relates to the location below.

Stockbridge GA

LESSOR OF LOCATION Genea Property 119 GA Hwy 138 30281 (Address):

Solomon Smallwood
(name)

By: 

Title: MANAGER

LANDLORD ESTOPPEL

(Short Form, Landlord - Tenant)

Lease	Lease between Landlord and Tenant dated June 3, 1988
Landlord	Genea Property, LLC
Tenant	SOAR Hospitality Group, LLC
Unit/ Premises	Store #4856
Property Address	119 Hwy 138 Stockbridge, GA
Lease Expiration Date	May 31, 2028
Expiration Date At End of Renewal Options	May 31, 2038
Annual Rent	\$8,403.59/Month

Wells Fargo Bank, National Association (individually and as agent, together with its successors and assigns "Secured Party") may provide certain financing arrangements, as may be amended, modified or restated from time to time ("Financing Arrangements") to Tenant's proposed assignee, Premier Kings of Georgia, Inc. ("Premier King"). As a condition to Financing Arrangements and consummation of the assignment to Premier Kings of Georgia, Inc., Secured Party and Premier Kings of Georgia, Inc. have requested Landlord's acknowledgement and agreement with respect to certain matters pertaining to the Lease. Landlord hereby states as follows:

1. Premises and Lease: Landlord is the sole owner of the Premises (as described on Exhibit "A" hereto) and the holder of the landlord's interest under the Lease. The Lease attached hereto as Exhibit "B" is in full force and effect and has not been modified or amended except as otherwise noted or attached on Exhibit "B" hereto.
2. Entire Agreement: The Lease constitutes the entire agreement and understanding of Landlord. There are no other agreements, understandings or arrangements (written or oral) between the Landlord and Tenant.
3. Rent and Charges Paid: All rent and other charges payable by Tenant under or pursuant to the Lease have been paid in a timely manner and are currently paid in full. Landlord confirms the Annual Rent stated above is the true and correct amount due under the Lease.
4. No Default: To the best of Landlord's knowledge, neither Landlord nor Tenant are in breach or default under any of the terms and conditions of the Lease and no event or circumstance has occurred or exists which with the passage of time and/or the giving of notice would constitute a breach or default under the Lease. Landlord has not given or received any notice of any breach or default under the Lease.
5. No Termination Event: Landlord has not taken, and does not currently anticipate taking any action to, or that would, terminate the Lease.
6. Dates: The Lease expiration date is accurately set forth above.

7. Extension/Renewal Options: The Lease provides Tenant with the option(s) to extend the termination date of the Lease in Tenant's discretion to the date specified above.
8. Subordination: The Landlord subordinates its lien against the Collateral to the Secured Party and will not assert against the Collateral (as defined below) any statutory, common law, possessory or other liens or encumbrances that Landlord has or hereafter may have.
9. Access: If Secured Party enforces its security interest in any Collateral, Secured Party or its agents may enter and remain upon the Premises, provided that (a) Landlord receives the rental and other amounts due under the Lease for the period of time that Secured Party is on the Premises and (b) any damages to the Premises caused by the removal of the Collateral are repaired. As used in this Letter, the term "Collateral" shall mean all cash, inventory, supplies, records, computer equipment and hardware, software, tables, seating, signage, decorations and other furniture, movable personal property not attached to the Premises, registers, communications equipment, ovens, fryers, microwave ovens, cooktops and other equipment related to food preparation not excluded in the following proviso; provided, however, that the Collateral shall not include property constituting fixtures that are incorporated into the improvements at the Premises, including, lighting, electrical, wiring, HVAC units and equipment, walk-in coolers, walk-in freezers, supply fans, exhaust fans, hoods, vents, air ducts, electric and utility lines, pipes, pumps, water heaters, tanks, built-in sinks, built-in countertops, plumbing and electrical fixtures, conduits, switchboards, elevators, fire prevention equipment, attached carpeting and floor coverings, toilets, sinks, countertops, doors and windows, compressors, sign poles and lighting poles.
10. Amendments: Landlord acknowledges that Premier King has agreed not to amend, assign, encumber, terminate, surrender or modify the Lease without Secured Party's prior written consent.
11. Notice of Default: In the event that Landlord gives or receives notice of a default under or encumbrance or termination of the Lease, Landlord will send Secured Party a copy of such notice. Any such notice may be sent to Wells Fargo Bank, N.A., 1808 Aston Avenue, Suite 250, Carlsbad, CA 92008, Attention: Loan Administration.
12. Cure Rights; New Lease: No notice of default under or termination of the Lease will be effective until Secured Party has been sent a copy of such notice. Landlord will permit Secured Party or its designees to cure any default under the Lease within the greater of (i) such time as Premier King is permitted to cure under the Lease or (ii) thirty (30) days after Secured Party's receipt of such notice; although Secured Party shall not be under any obligation to cure any such default. If any default is not susceptible to cure and results in the termination of the Lease, or the Lease is terminated for any other reason, including, without limitation, as a result of rejection in a bankruptcy proceeding, upon request of Secured Party, Landlord will nevertheless acknowledge the Secured Party as tenant under the a reinstated lease, which shall be on identical terms as the Lease.

13. Consent: Landlord consents to: (i) the assignment of the Lease to Premier Kings of Georgia, Inc., (ii) the Secured Party obtaining a security interest in the Collateral and leasehold mortgage on, or collateral assignment of, the Lease and (iii) the recording of such documents and instruments as may be necessary to create and perfect such liens. Without the further consent of Landlord, Secured Party may enforce and foreclose upon its lien and security interest.
14. Assignment. If Secured Party succeeds to Premier King's interest under the Lease, Secured Party will assume all of Premier Kings obligations under the Lease. Secured Party may assign the Lease pursuant to the assignment provisions of the Lease; provided, however, that upon any assignment by Secured Party to which Landlord consents, which consent can be withheld by Landlord pursuant to the Lease, Secured Party will be fully and forever released from any and all obligations under the Lease accruing after the effective date of such assignment.
15. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

Landlord has executed and delivered this Landlord Estoppel this 7TH day of April, 2017.

Address of Landlord

133 Peachtree Street NE #4825

Atlanta, GA 30303

Landlord:

By: 

Name: Solomon Smallwood

Title: Manager

Exhibit A (Legal Description)

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 71 of the 12th Land District of Henry County Georgia and being more particularly described as follows:

Beginning at an iron pin found on the southerly right of way line of State Route No. 138 and the Clayton County and Henry County line, thence following along said right of way line of State Route No. 138 South 83 degrees 28 minutes 00 seconds East for a distance of 150.00 feet to an iron pin found; thence leaving said right of way line of State Route No. 138 South 02 degrees 45 minutes 55 seconds West for a distance of 291.50 feet to an iron pin found; thence North 86 degrees 18 minutes 01 seconds West for a distance of 130.00 feet to a brass capped concrete monument found on the Clayton and Henry County line; thence following along the Clayton and Henry County line North 01 degrees 00 minutes 00 seconds West for a distance of 299.88 feet to an iron pin found on the southerly right of way line of State Route No. 138 and the point of beginning. Said tract being improved property containing 41,242.24 square feet (0.95 acres) according to a survey by A.S. Giometti and Associates, Inc., dated May 27, 2009.

Together with rights arising under Reciprocal Easement Agreement by and between Restaurant Equities, Ltd., a Georgia limited partnership whose general partners are P. Kelly Wheeler and Thomas C. Kellogg, and W.R. Clifton, dated October 28, 1985, filed for record October 30, 1985 at 4:32p.m., recorded in Deed Book 667, Page 213, Records of Henry County, Georgia.

Exhibit B
(Lease and Amendments)

GENEA PROPERTY LLC

VIA CERTIFIED MAIL

ARTICLE #: 7020 0640 0000 3580 4814

March 30, 2023

Premier Kings of Georgia Inc
5529 Carmichael Road
Montgomery AL 36117

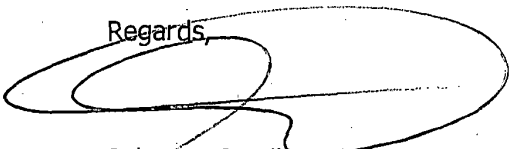
Re: Burger King
119 Hwy 138 Stockbridge Georgia Store#4856
(Landlord- Genea Property LLC)

Mr. Sidhu:

The location referenced above was intentionally closed on March 20, 2023. Pursuant to Article 13 & Article 24(a)(iv), this constitutes a default under the terms of the Lease Agreement. The terms of the Lease Agreement do not provide a cure provision or cure period with respect to this default. Accordingly, all remedies available at law or in equity as provided by the terms of the Lease shall be pursued at the Landlord's discretion.

Nothing contained in this letter shall be construed as the Landlord's termination of the Lease. Accordingly all rights are reserved.

Regards,



Solomon Smallwood
Manager

Cc: Wells Fargo Bank (via certified mail)
Craig Fox (via email)
John Magee (via email)
Cassie Wilson Dolby (via email)
Steven Winter, Esq (via email)

3344 Peachtree Rd NE, Unit 3205, Atlanta GA 30326-4805
Sssmallwood@tsgfm.com *** (404) 599-3276



PHARR ROAD
575 PHARR RD NE
ATLANTA, GA 30355-6000
(800)275-8777

04/04/2023

02:00 PM

Product	Qty	Unit Price	Price
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First-Class Mail®	1		\$0.63
Letter			

Montgomery, AL 36117

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Thu 04/06/2023

Certified Mail®

Tracking #:

702006400000 304814

Return Receipt

Tracking #:

9590 9402 5350 9154 5795 59

Total \$8.13

First-Class Mail®	1		\$0.63
Letter			

Carlsbad, CA 92008

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Mon 04/10/2023

Certified Mail®

Tracking #:

70191120000096604202

Return Receipt

Tracking #:

9590 9402 5350 9154 5795 42

Total \$8.13

Grand Total: \$16.26

Credit Card Remit \$16.26

Card Name: AMEX

Account #: XXXXXXXXXXXX3004

Approval #: 889457

Transaction #: 806

AID: A000000025010801

AL: AMERICAN EXPRESS

PIN: Not Required

Chip

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To **PREMIER KINGS OF GEORGIA INC**

Street and **5529 CARMICHAEL ROAD**

City, State **MONTGOMERY AL 36117**

ATTN: MANRAJ "PATRICK" SIDHU, MGR

Postmark Here **APR - 4 2023**

PHARR RD POSTAL STORE
ATLANTA GA 30355

7019 1120 0000 9660 4202

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☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To **Wells Fargo Bank NA** Attn: **Wen Admin**

Street and Apt. No., or PO Box No. **1808 Astin Avenue Suite 220**

City, State, ZIP+4® **Carlsbad CA 92008**

PS Form 3800, April 2015 PSN 7531-02-000-0047 See Reverse for Instructions

PHARR RD POSTAL STORE
ATLANTA GA 30355



Winter Capriola Zenner, LLC
One Ameris Center
3490 Piedmont Road NE, Suite 800
Atlanta, GA 30305
Federal Tax I.D. No.: 27-4209658
www.wczlaw.com

tel 404.844.5700
fax 404.844.5701

MAR 09 2023

GENEA PROPERTY, LLC
3344 PEACHTREE ROAD NE
UNIT 3205
ATLANTA, GA 30326-4805

Attention: SOLOMON SMALLWOOD

January 31, 2023
Client: 002207
Matter: 000001
Invoice #: 306057
Resp. Atty: SMW
Page: 1

RE: GENERAL REPRESENTATION

For Professional Services Rendered Through January 31, 2023

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
1/24/2023	SMW	Call with Solomon regarding the Burger King location in Stockbridge.	0.5	\$525.00	\$262.50
		Total Professional Services	0.5		\$262.50
		Total Services		\$262.50	
		Total Disbursements		\$0.00	
		Total Current Charges			\$262.50
		Previous Balance			\$95.00
		PAY THIS AMOUNT			\$357.50

PAST DUE BALANCE, \$95.00:
\$95.00 INV #: 287063 ON PAYABLES AS OF 02/15/2023.
- KM 02/15/2023 117P.

Paid

APR 03 2023

GENEA PROPERTY, LLC
3344 PEACHTREE ROAD NE
UNIT 3205
ATLANTA, GA 30326-4805
Attention: **SOLOMON SMALLWOOD**

February 28, 2023
Client: 002207
Matter: 000001
Invoice #: 308365
Resp. Atty: SMW
Page: 1

RE: GENERAL REPRESENTATION

For Professional Services Rendered Through February 28, 2023

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
2/10/2023	SMW	Call from Solomon with an update on the possible store closing; review the lease and other documents to discuss how the landlord can proceed.	0.8	\$525.00	\$420.00
Total Professional Services			0.8		\$420.00
Total Services				\$420.00	
Total Disbursements				\$0.00	
Total Current Charges					\$420.00
Previous Balance					\$357.50
PAY THIS AMOUNT					\$777.50

PAST DUE BALANCE, \$357.50:
\$95.00 INV #: 287063 = ON PAYABLES
\$262.50 INV #: 306057 = ON PAYABLES.

- KM 03/15/2023 218P.

paid



Winter Capriola Zenner, LLC
One Ameris Center
3490 Piedmont Road NE, Suite 800
Atlanta, GA 30305
Federal Tax I.D. No.: 27-4209658
www.wczlaw.com

JUL 28 2023

tel 404.844.5700

fax 404.844.5701

GENEA PROPERTY, LLC
3344 PEACHTREE ROAD NE
UNIT 3205
ATLANTA, GA 30326-4805

Attention: SOLOMON SMALLWOOD

March 31, 2023

Client: 002207

Matter: 000001

Invoice #: 310781

Resp. Atty: SMW

Page: 1

RE: GENERAL REPRESENTATION

For Professional Services Rendered Through March 31, 2023

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
3/8/2023	SMW	Call with Solomon to review the Assignment of Lease and actions if tenant moves out.	0.4	\$525.00	\$210.00
		Total Professional Services	0.4		\$210.00
		Total Services		\$210.00	
		Total Disbursements		\$0.00	
		Total Current Charges			\$210.00
		Previous Balance			\$777.50
		PAY THIS AMOUNT			\$987.50

PAST DUE BALANCE, \$777.50:

\$95.00 INV #: 287063 06/30/22 = SIGNED OFF 12/21/22 YET ON PAYABLES 04/11/2023

\$262.50 INV #: 306057 01/31/23 = SIGNED OFF 03/09/23 YET ON PAYABLES 04/11/2023

\$420.00 INV #: 308365 02/28/23 = SIGNED OFF 04/03/23 YET ON PAYABLES 04/11/2023.

- KM 04/11/2023 1226P.

paid

GENEA PROPERTY LLC
3344 PEACHTREE RD, NE
UNIT 3205
ATLANTA, GA 30326-4805

Attention: **SOLOMON SMALLWOOD**

October 31, 2023

Client: 001169
Matter: 000001
Invoice #: 328209
Resp. Atty: SMW
Page: 1

RE: GENERAL REPRESENTATION

For Professional Services Rendered Through October 31, 2023

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
10/2/2023	SMW	Read the court notice on the default hearing and forward to Solomon with the hearing information.	0.3	\$525.00	\$157.50
Total Professional Services			0.3		\$157.50
Total Services				\$157.50	
Total Disbursements				\$0.00	
Total Current Charges					\$157.50
Previous Balance					\$210.00
PAY THIS AMOUNT					\$367.50

\$210.00 PAST DUE BALANCE:

INV #: 325137 09/30/2023 ON PAYABLES AS OF 11/20/2023.

- KM 11/20/2023 3:50 PM.

GENEA PROPERTY, LLC
3344 PEACHTREE ROAD NE
UNIT 3205
ATLANTA, GA 30326-4805

Attention: **SOLOMON SMALLWOOD**

October 31, 2023
Client: 002207
Matter: 000001
Invoice #: 328840
Resp. Atty: SMW
Page: 1

RE: GENERAL REPRESENTATION

For Professional Services Rendered Through October 31, 2023

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
10/30/2023	SMW	Call with Solomon regarding the bankruptcy by Premier Kings.	0.8	\$525.00	\$420.00
Total Professional Services			0.8		\$420.00
Total Services				\$420.00	
Total Disbursements				\$0.00	
Total Current Charges					\$420.00
Previous Balance					\$210.00
Less Payments					(\$210.00)
PAY THIS AMOUNT					\$420.00

2023 Property Tax Statement

Michael Harris
Henry County Tax Commissioner
140 Henry Parkway
McDonough, GA 30253

Phone: (770) 288-8180

GENEA PROPERTY LLC
133 PEACHTREE ST STE 4825
ATLANTA, GA 30303

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	Total Due*
2023-29698	11/16/2023	\$17,879.91	\$0.00	\$0.00	\$17,879.91

Map: S02-06006000

Printed: 09/24/2023

Location: 119 HIGHWAY 138 W

Interest will be applied monthly after the due date. A 5% penalty will be applied every 120 days from the due date. (20% maximum) Payment Good Through date applies to Current Year Interest only. Bills are mailed to the Jan 1 owner. If you have sold this property, please return the bill along with a Settlement Statement within 90 days from the due date. (Ga Code Section 48-3-3). We accept US postmark only as proof of mailing. Questions regarding Payments: 770-288-8180 opt 3. Questions regarding Value: 770-288-7999 opt 1.

PAYMENTS ARE ACCEPTED PRIOR TO DUE DATE.

PAYMENT DROP BOXES AVAILABLE AT BOTH LOCATIONS.

You can pay your taxes online and for additional information visit our website @ www.HenryCountyTax.com.

Michael Harris
Henry County Tax Commissioner
140 Henry Parkway
McDonough, GA 30253

Phone: (770) 288-8180

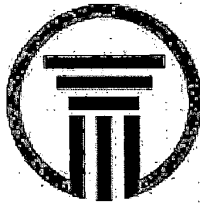


Tax Payer: GENEA PROPERTY LLC
Map Code: S02-06006000 Real
Description: LLot: 71 LDist: 12
Location: 119 HIGHWAY 138 W
Bill No: 2023-29698
District: 003

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Exemptions		
675,900.00	412,600.00	0.9470	\$1,088,500.00	11/16/2023				
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
HENRY COUNTY TAX	\$1,088,500	\$435,400	\$0	\$435,400	11.428000	\$4,975.75	\$0.00	\$4,975.75
COUNTY SCHOOL M&O	\$1,088,500	\$435,400	\$0	\$435,400	20.000000	\$8,708.00	\$0.00	\$8,708.00
COUNTY SCHOOL BOND	\$1,088,500	\$435,400	\$0	\$435,400	3.628000	\$1,579.63	\$0.00	\$1,579.63
COUNTY WATER 770-957-6659	\$1,088,500	\$435,400	\$0	\$435,400	2.000000	\$870.80	\$0.00	\$870.80
FIRE PROTECTION SSD	\$1,088,500	\$435,400	\$0	\$435,400	1.791000	\$779.80	\$0.00	\$779.80
RECREATION SSD	\$1,088,500	\$435,400	\$0	\$435,400	0.429000	\$186.79	\$0.00	\$186.79
CITY TAX(STOCKBRIDGE)(770-389-7900)	\$1,088,500	\$435,400	\$0	\$435,400	3.770000	\$1,641.46	\$0.00	\$1,641.46
COUNTY SALES TAX CREDIT	\$1,088,500	\$435,400	\$0	\$435,400	-3.373000	\$0.00	-\$1,468.60	-\$1,468.60
STORMWATER 770-389-7900	\$1,088,500	\$0	\$0	\$0	0.000000	\$606.28	\$0.00	\$606.28
TOTALS					39.673000	\$19,810.51	-\$1,468.60	\$17,879.91

Homeowners are entitled to homestead exemptions only on their actual place of permanent residence. Only one homestead is allowed for one immediate family group. Please notify us of any changes which could affect your homestead exemption such as, changes to Warranty Deed, age, death, disability or change of residence. You must file by April 1, 2022 for the 2022 tax year. If you are 62 years of age on or before Jan 1, 2022, and currently receive homestead exemption, you may qualify for additional exemptions for 2022. Contact our office @ 770 288-7999 opt 2 for details. Information is also available on Disability and Disabled Veterans exemptions. Forms may be found on our website.

Current Due	\$17,879.91
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$0.00
Back Taxes	\$0.00
Total Due	\$17,879.91



Property Tax Payment Receipt
Henry County, GA
140 Henry Pkwy
McDonough, Georgia 30253
Office: 770-288-8180

Year/Bill #: 2023-29698

Parcel/Map Type: S02-06006000-Real

Payment Type/Last 4 of Account: eCheck-8618

Payment Method: WEB

Customer Name:	GENEA PROPERTY LLC
Payor Name:	GENEA PROPERTY LLC
Billing Address:	3344 PEACHTREE RD NE UNIT 3205
City/State/Zip:	ATLANTA, GA 30326
Phone #:	678-860-9445
Email:	kmarion@tsgfm.com
Payment Date:	11/14/2023 1:09:02 PM
Payment Clerk:	
Confirmation #:	27716053

Thank you for your payment. You will see two transactions in your checking account related to your payment:

- 1) Tax billed by Henry County, GA
- 2) Convenience Fee billed by GovernmentWindow

Tax Amount:	\$17,879.91
Convenience Fee Amount:	\$1.50
Total Paid:	\$17,881.41

-- CUSTOMER COPY --



Insurance Brokers &
Consultants

EDGEWOOD PARTNERS INSURANCE CENTER
(WOODLAND HILLS)
21650 Oxnard Street, Suite 2350
Woodland Hills, CA 91367

amalia.lyons@epicbrokers.com
Phone: (818) 815-2600 Fax: (818) 815-2640

MCP023N9A22 Version 5

Quote is valid until 1/27/2024

To: **Genea Property LLC**

Please bind effective: _____
Insured email address: _____
Insured phone number: _____

From: Amalia Lyons

amalia.lyons@epicbrokers.com

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

COMMERCIAL PACKAGE POLICY INFORMATION	
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
Term Quoted:	Annual
COVERAGE PART	PREMIUM
Commercial Property including Terrorism Coverage	\$8,437.00
Commercial General Liability including Terrorism Coverage	\$350.00
TOTAL PREMIUM DUE TO CARRIER	\$8,787.00
ADDITIONAL COSTS	
Broker Fee	\$0.00
Surplus Lines Filing Fee	\$0.00
TOTAL AMOUNT DUE	\$8,787.00

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED - VISIT BIZRESOURCECENTER.COM FOR DETAILS

This account is subject to the following - Sections A, B and C:

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

A. Prior To Bind Requirements:

- Completed and Signed TRIADN

B. Items Required Within 21 days of the inception of coverage:

- No Items Required Within 21 Days

C. Underwriting Notes:

- Thank you for the opportunity to quote this risk.

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 119 Highway 138 W, Stockbridge, GA 30281

Construction: Joisted Masonry / Protection Class: 8

Property Coverage

Perils: Basic Excluding Sprinkler Leakage

Coverage	Limit	Coinsurance	Deductible	Valuation	Rate	Premium
Building	\$1,000,000	80%	\$1,000	Replacement Cost/ACV Roof	0.754	\$7,540
Business Personal Property	\$50,000	80%	\$1,000	Actual Cash Value	0.733	\$366
Equipment Breakdown	Included		\$1,000		406	\$406
Terrorism Coverage			0		1.5%	\$125

Property Coverage Premium for Location #1: \$8,437

Coverage provided by Equipment Breakdown

Mechanical Breakdown,Electrical Arcing

Loss or damage to hot water boilers & steam equipment

Steam explosion of boilers, piping, engines & turbines

\$250,000 limit for Perishable Goods Spoilage

\$250,000 limit for Refrigeration Contamination

Warranted Property Conditions

- Premises Fully Secured and Locked [P-21]

Liability Coverage

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Vacant Buildings - not factories - Other than Not-For-Profit	1180	68606	Total Area	3,618	Excl	24.192	Excl	\$345 MP
				Per 1,000 Total Area				
Terrorism Coverage		08811	Premium	345		1.5%		\$5

Liability Coverage Premium for Location #1: \$350

Total for Location: \$8,787

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested