



**MEMBERSHIP AGREEMENT**

**Contract Date:** \_\_\_\_\_

This Membership Agreement (“**Agreement**”) is made by and between Old Peachtree Properties, LLC (“**OPP**”), owner and manager of the International Discount Mall, and the member (“**Member**”) set forth below:

OPP		Member	
<b>Name</b>	Old Peachtree Properties, LLC	<b>Company Name</b>	
<b>Location Address</b>	International Discount Mall 4140 Jonesboro Road Forest Park, GA 30297	<b>Contact Name</b>	
		<b>Email / Phone</b>	
		<b>Notice Address</b>	
		<b>Permitted Use</b>	

for access to and services relating to the following space (the “**Leased Space**”), at the following terms:

Suite	Monthly Fee	Security Deposit
<b>Booth #</b>	\$\$	\$\$

License Start Date	Termination Date	Credit Card and Debit Card Surcharge
		5% surcharge on payments made by credit card or debit cards

The Agreement comprises this signature page and the Old Peachtree Properties Membership Terms and Conditions, together with any attached or referenced exhibits and schedules.

The initial Agreement term (the “**Term**”) will commence on the License Start Date and end on the Termination Date (each as specified above). If Member does not wish to renew the Agreement beyond the Termination Date, written notice of non-renewal (a “**Non-Renewal Notice**”) must be received by OPP by the later of: (x) two (2) calendar months prior to the Termination Date, or (y) the License Start Date. If a Non-Renewal Notice is not received by such date, the Term will automatically continue past the Termination Date on a month-to-month basis (such month-to-month Agreement period, the “**Extension Term**”). The Agreement will terminate effective as of the last day of the second (2<sup>nd</sup>) full calendar month following OPP’s receipt of the Non-Renewal Notice. For example, if Member gives notice of termination on February 1<sup>st</sup> or 25<sup>th</sup>, the last day of Member’s membership will be April 30<sup>th</sup>. Simultaneously with Member’s execution of this Agreement, Member will deliver to OPP a security deposit in the amount described above (the “**Security Deposit**”). This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement. Signatures to this Agreement transmitted by electronic means will be valid and effective to bind the party so signing. This Agreement will not be valid until approved and signed by an authorized representative of each party hereto.

**By signing below, each party acknowledges that it has read and understood this Agreement and agrees to be bound by its terms, effective as of the Contract Date set forth above.**

<p><b>OPP:</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><b>Member:</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
--	---

## MEMBERSHIP TERMS AND CONDITIONS

These Membership Terms and Conditions are incorporated into and made part of the Membership Agreement (“**Agreement**”) entered into by and between Old Peachtree Properties, LLC (“**OPP**”) and the member (“**Member**”) set forth on the Agreement signature page. Capitalized terms not otherwise defined herein have the meanings ascribed to them on the Agreement signature page.

### Section 1. Leased Space and Services

- (a) **Leased Space.** Subject to these terms and conditions and payment of all applicable fees, OPP will permit Member to access and use the Suite for its Permitted Use specified on the Agreement signature page (the “**Leased Space**”), located at the property, building, or space owned, leased, or otherwise controlled by OPP indicated on the Agreement signature page (the “**Premises**”).
- (b) **Start Date.** OPP will use commercially reasonable efforts to make the Leased Space available to Member as of the date specified on the Agreement signature page as the License Start Date, provided that if OPP is unable to make the Leased Space available on the date specified, the term “**License Start Date**” will mean the date Member actually receives access to the Leased Space. Member’s payment obligations will begin on the License Start Date.
- (c) **Services.** The Premises will include standard power outlets. OPP shall provide and pay for all charges for water, sewer, electricity, garbage and other services and utilities used by Member for the Permitted Use on the Premises during the Term, unless otherwise expressly agreed in writing by Member and OPP (collectively, the “**Services**”). Any or all of the Services may be provided by OPP, an affiliate of OPP, or any third-party service provider designated by OPP from time to time in its sole discretion. All Services that may be provided by or on behalf of OPP may be added, deleted, or changed at any time at the sole discretion of OPP, with or without prior notice to Member. OPP is not liable for any interruption of Service for any reason, including but not limited to, fire, accident, strike, acts of God, or other causes beyond the control of OPP. Nor is OPP liable for interruptions occasioned by the need to make alterations, repairs, or improvements in the Premises, Leased Space, and/or Building.
- (d) **Business Hours.** Business hours for the Premises may vary. OPP reserves the right to close the Premises on national holidays and on days with inclement weather at the discretion of OPP. Certain Services may be available only during regular business hours, excluding holidays.
- (e) **Maintenance.** OPP will use commercially reasonable efforts to maintain the Premises in good functional condition; provided that Member is and will remain responsible for, and will indemnify, defend and hold harmless OPP, OPP (as defined hereunder), and their respective affiliates for any and all damage to the Leased Space, Premises and/or the building in which the Premises is located, exceeding normal wear and tear, caused by Member or its agents, employees and invitees, and for the acts and omissions of Member and its employees, agents, or invitees. Member shall take good care of all parts of the Leased Space, Premises and/or the Building, including any equipment, fixtures and furnishings, which Member is permitted to use hereunder. Member shall not alter any part of the Leased Space, Premises and/or building or OPP’s equipment, fixtures or furnishings.
- (f) **License Only.** Notwithstanding anything herein to the contrary, this Agreement is a revocable license to access the Leased Space and receive certain Services, upon the terms and conditions set forth herein. The relationship between OPP and Member is that of a licensor and licensee only, and not a OPP-Member or lessor-lessee relationship. This Agreement will not be construed to grant Member any right, title, interest, easement, or lien in or to OPP’s business, the Leased Space, the Premises, or anything contained therein, nor will this Agreement be interpreted or construed as a lease. Member acknowledges that this Agreement creates no tenancy interest, leasehold estate, or other real property interest in Member’s favor and Member hereby waives any and all claims and/or defenses based upon any such interest.
- (g) Subject to the provisions of this Lease, Member and its employees, agents, and customers shall have the non-exclusive right to the use of the common areas of the Building and the parking area surrounding the Building on the Property that is not restricted to exclusive use by OPP (the “**Common Areas**”), to the extent and in the manner reasonably designated by OPP from time to time to all permitted users of the Common Areas. OPP may relocate, increase, reduce or otherwise change the number, dimensions, or locations of the Common Areas (including, without limitation, the loading and parking areas, drives, exits, entrances, walks, restrooms and other Common Areas) in OPP’s sole and absolute discretion, which change will be effective on written notice of such change delivered to Member.
- (h) Member acknowledges (i) that it has inspected and examined the Premises and the Common Areas and is familiar with the physical condition thereof; and (ii) that OPP has not made and does not make any representations as to the physical condition of the Premises, the Building or any of the Common Areas, including without limitation the condition of the HVAC system or whether the Premises, Building or Common Areas comply with the Americans with Disabilities Act or are suitable for the Permitted Use. Member agrees to accept the Premises and the Common Areas in its “as is” and “where-is” condition. Member shall maintain the Premises in good, clean and safe condition. Member is responsible for cleaning, care, and pest control of the Premises, and for any damage to the Premises, Building or Property caused by Member or those in the Premises or Common Areas with Member’s permission or

at Member's invitation. Upon the expiration of this Lease, Member shall surrender the Premises in the same condition as on the Commencement Date, reasonable wear and tear excepted.

- (i) As a material inducement for OPP to enter into this Agreement with Member, OPP shall, throughout the Term of this Agreement and any renewals thereof, have the right at OPP's expense to relocate Member to another premise ("New Premises") within the Shopping Center. In the event OPP elects to exercise the right of relocation to the New Premises, OPP shall deliver written notice to Member identifying the location of the proposed New Premises ("OPP's Notice"). In the event Member shall not agree to the New Premises proposed by OPP, Member shall have the right to terminate this Agreement within ten (10) days after the date of OPP's Notice by delivering written notice to OPP of its election to terminate ("Member's Termination Notice"). In the event Member elects to terminate this Lease, OPP shall have the option to rescind Member's Termination Notice by delivering notice to Member ("OPP's Rescission Notice") within fifteen (15) days after the date OPP receives Member's Termination Notice, in which event, Member's Termination Notice shall be null and void and this Agreement shall continue full force and effect without relocation of Member. If OPP does not provide OPP's Rescission Notice to Member, this Agreement and the obligations of the parties, excluding any obligations of the parties that expressly survive the termination or expiration of this Lease, or have otherwise accrued as of the Termination Date (hereinafter defined), shall terminate as of the date which is twenty (20) days after the date of Member's Termination Notice (the "Termination Date"), provided Member pays to OPP all sums and charges due and owing by Member to OPP through and including the Termination Date. Any sum which cannot be exactly determined by OPP as of the Termination Date shall be paid by Member to OPP within thirty (30) days after Member's receipt of a statement therefor. The foregoing obligation shall survive termination of this Lease. If Member shall not terminate this Agreement within the ten (10) day period set forth above, Member shall be deemed to have waived its right to terminate this Agreement pursuant to this paragraph, and Member shall relocate to the New Premises. OPP's rescission of OPP's Notice shall not be deemed a waiver of OPP's right to relocate Member to New Premises in the future.

## Section 2. Term and Termination of Agreement

- (a) **Term.** The Term of this Agreement is set forth on the Agreement signature page.
- (b) **Termination for Breach.** OPP may terminate this Agreement in its sole discretion, effective immediately if Member or any of its agents, employees, or invitees breaches any provision in this Agreement or violates any OPP rules, policies, or codes of conduct. Provided that, if Member fails to pay any fee when due, if it is Member's first delinquency in any twelve (12)-month period, OPP will send Member written notice of the delinquency, and Member will have five (5) days from the date of such notice to cure the delinquency by paying all amounts owed (including late fees and finance charges, as applicable). Member is only entitled to one notice and cure period per twelve (12)-month period, and for any subsequent delinquency OPP may terminate Member's license and membership immediately, in OPP's sole discretion.
- (c) **Termination for Convenience.** OPP may terminate this Agreement (i) immediately in the event that OPP's rights in the Premises terminate or expire for any reason; or (ii) upon sixty (60) days' written notice to Member in OPP's sole and absolute discretion. Should OPP exercise this right, the Member shall still remain liable for any and all obligations and duties, including but not limited to, the payment of License Fees through the termination of this Agreement.
- (d) **Removal of Property upon Termination.** On or prior to the termination or expiration of this Agreement, Member will remove all of its property from the Leased Space and Premises, leaving them in the same condition as they were in when Member moved in, reasonable wear and tear excepted, it being understood and agreed that member has no right to continue to use and/or access the Leased Space or any Services after the expiration or termination of this Agreement. In addition to any other rights and remedies OPP has hereunder, OPP will be entitled to remove and dispose of any of such property remaining in or at the Leased Space or the Premises after the termination of this Agreement in any way that OPP chooses, without notice to Member (whether belonging to Member or its employees, agents, or invitees), and without waiving its right to claim from Member all expenses and damages caused by Member's failure to remove such property, and Member and any other person or entity shall have no right to compensation from or any other claim against OPP as a result
- (e) **Effect of Termination.** Following the termination or expiration of this Agreement for any reason, Member will remain liable for all amounts due or owing as of the effective date of such termination or expiration (regardless of the date Member vacates any or all of the Leased Space or the Premises). Without limiting the foregoing, if this Agreement is terminated for breach pursuant to Section 2(b) above, Member will remain liable for (x) all License Fees and any other fees owed through the remainder of the Term, and (y) the full amount of any fees that OPP paid to a broker in connection with this Agreement ("**Broker Fees**"). All such License Fees and Broker Fees will be due and payable immediately upon such termination pursuant to Section 2(b). In the event this Agreement is terminated for convenience pursuant to Section 2(c) above, OPP will within a reasonable time following the effective date of the termination return to Member any pre-paid License Fees or other fees applicable to the post-termination period. This Section 2 and Sections 4 through 7 of this Agreement will survive the termination or expiration of this Agreement for any reason, as will all other provisions of this Agreement that may be reasonably expected to survive such termination or expiration.

### Section 3. Fees

- (a) **License Fees.** Beginning on the License Start Date, and continuing during the Term of this Agreement, Member will pay, in advance, the monthly license fee specified on the Agreement signature page (“**License Fee**”). The License Fee is due on or before the 1<sup>st</sup> of each month during the Term, provided that if the License Start Date falls on a date that is not the 1<sup>st</sup> day of the month, then on the License Start Date Member will pay the pro rata portion of the monthly License Fee for the remainder of that month. All License Fees must be paid in U.S. dollars. All amounts paid under this Agreement are nonrefundable and noncancellable, except as expressly provided herein. When OPP receives funds from Member, such funds will be applied first to any past-due balances, oldest to newest, then to any current monthly fees due and owing. License Fees are subject to change during the Extension Term (if any) as set forth in Section 7(m) hereunder.
- (b) **Other Fees.** Where permitted under state law, credit card and debit card transactions may be subject to an extra charge (a “**Surcharge**”) in an amount that is commensurate with OPP’s cost to accept and process credit card and debit card transactions. Any such Surcharge will be identified on the Agreement signature page and on the Member’s monthly invoice. Payments made by ACH will not be subject to a Surcharge. Member shall incur a late charge of \$25.00 for the first time that License Fees are not paid on time and \$50.00 thereafter for every occurrence of late payment. A ten percent (10%) late fee will be charged on any outstanding balance existing on the 5th day of any month. Additionally, Member may be subject to additional fees for returned checks or other declined payments due to insufficient funds, as set forth in fee schedules published or posted by OPP from time to time. Member acknowledges that all fees are subject to change from time to time at the discretion of OPP. Any late fees or charges are in addition to any other rights and remedies OPP may have for Member’s breach of this Agreement. OPP also reserves the right to withhold services, including denying access to the Premises, while Member is in Default, to the fullest extent permitted under applicable law.
- (c) **Security Deposit.** The Security Deposit must be paid in the amount and at the time set forth on the Agreement signature page. The Security Deposit will be refunded to Member within sixty (60) days after termination of this Agreement, subject to the complete satisfaction of Member’s obligations under this Agreement, as determined by OPP in its sole discretion, which includes providing sixty (60) days’ written notice of termination of this Agreement by the Member. The Security Deposit shall be considered earned by OPP and non-refundable should the Member fail to provide sixty (60) days’ written notice of termination of this Agreement. The Security Deposit will be held by OPP, without liability for interest, as security for the performance by Member of Member’s covenants and obligations under this Agreement. Member acknowledges and agrees that the Security Deposit will not be considered an advance payment of the License Fee or a measure of Member’s liability for damages in case of default by Member. OPP may, from time to time and without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of the License Fee or to satisfy any other covenant or obligation of Member hereunder. Following any such application of the Security Deposit, Member will pay to OPP on demand the amount so applied in order to restore the Security Deposit to its original amount. To the extent of any unapplied Security Deposit after the termination of this Agreement, OPP will only refund the same to Member, so long as Member provides notice of termination as stated herein.
- (d) **Suspension of Services.** OPP may withhold or suspend any Services and/or access to the Leased Space and the Premises while there are any outstanding amounts due or Member is otherwise in breach of this Agreement, in addition to any other rights and remedies OPP may have. In the event that OPP withholds services from Member pursuant to the foregoing, OPP shall not be liable for any claim of business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of such actions.
- (e) **Form of Payments.** Payments for License Fees and other fees hereunder may be made by ACH bank transfer, most major credit cards, debit cards, money order, and checks drawn on U.S. bank accounts, or via Cash App (\$oldPeachtree) and made payable to Old Peachtree Properties LLC. OPP may offer discounts off its regular License Fee and other fee rates for payments made by ACH bank transfer. Any such discounts will be reflected on the signature page of this Agreement. Any applicable ACH discount will be refunded to Member reasonably promptly after payment is made by member in full.

### Section 4. Member Obligations

- (a) **City of Forest Park Business License.** Upon execution of this contract, all vendors, without exception are required by the City of Forest Park to obtain a Business License and maintain it annually. Contact Ms. Savaughn Irons (404) 366-4720 Ext 530 for questions concerning the zoning verification process. Planning, Building and Zoning is located at 785 Forest Parkway Forest Park, GA 30297. Occupational/Business Tax Application is the vendor responsibility, as well as to obtain a Sales and Use Tax account. Call (877) 423-6711 to register a New Georgia Business or visit <http://gtc.dor.ga.gov>. The Commercial Business License office is located at 745 Forest Parkway Forest Park, GA 30297. Contact Ms. Fatima Fernandez (404) 366-4720 EXT 340.

- (b) **Background Checks.** OPP reserves the right to conduct a basic criminal and OFAC background check on any or all of Member's owners, officers, employees and agents who will be granted access to the Premises (particularly if Member desires after-hours access for such persons), and Member agrees to use good faith efforts to assist OPP with the same, at no cost of Member. After-hours access may only be granted to those persons who pass such background check to OPP's sole and absolute satisfaction. Member represents and warrants that neither Member, nor any of its owners, officers, employees or agents has been or will be: (a) designated as a "blocked person" as such term is described in Executive Order 13224, issued September 23, 2001 by George W. Bush, President of the United States; or (b) a person or entity described either as a Specially Designated Global Terrorist or a Specially Designated Nationals and Blocked Persons by the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury. The continued accuracy throughout the Term of this Agreement of the foregoing representation and warranty is an ongoing material condition to this Agreement and, accordingly, Member has the obligation during the Term to immediately notify OPP by written notice if the foregoing representation and warranty should ever become false. Any breach of the representation and warranty or failure on the part of Member to so update OPP constitutes a breach of this Agreement.
- (c) **Security.** OPP makes no warranty or representation to Member with respect to any security services or systems and OPP expressly disclaims any liability related to the wrongful access, use or disclosure of any data or information that is processed, stored or transmitted through or by the Services, which includes without limitation, the Software. Member shall be fully responsible for the safety and security of its personal property brought into the Leased Space, Premises and/or building. As between OPP and Member, Member shall also be fully responsible for any liability related to the wrongful access, use or disclosure of any data or information that is processed, stored or transmitted through or by the Services. OPP shall not be liable to Member on account of any loss, injury, liability, damage or theft to any business or personal property of Member, its owners, officers, employees, agents and invitees, other than as a result of OPP's gross negligence or willful misconduct. Member acknowledges that all keys, key cards, key fobs, and other such items used to gain physical access to the building, Premises and/or the Leased Space remain the property of OPP, or its OPP or the owner of the Premises or each of their respective affiliates (as applicable, "**OPP**"). Member will use its best efforts to safeguard the Premises and OPP's property and will be liable for all costs and expenses should any such property be lost or damaged as a result of Member's and/or its employees', agents' or invitees' acts or omissions. Member is and will remain responsible for the actions or omissions of all persons that Member or its employees, agents or invitees allow or invite to enter the Leased Space or the Premises.
- (d) **Complaints.** Member agrees that all issues and complaints relating to the Leased Space or other members will be directed solely to OPP. Member will have no direct access to or communication with the OPP (if other than OPP), and Member agrees not to send any complaints or demands to the OPP directly.
- (e) **Rules and Policies.** Additional rules may be set forth applicable to the Premises, which are subject to change from time to time in OPP's sole discretion. Member agrees to abide by all rules and policies as determined by OPP from time to time, whether communicated to Member verbally, by email, other written notice or public posting.
- (f) **Prohibited Conduct.** In addition to any other applicable rules and policies issued by OPP, Member agrees to the following terms and conditions:
- (i) **No Assignment or Sublicense.** Member may not sell, lease, license, distribute or grant any interest in the Leased Space to any third party. Further, Member may not assign this Agreement in whole or in part, or otherwise transfer, sublicense or otherwise delegate any of Member's rights or obligations under this Agreement, to any third party. OPP may subject the assignment or sublet to a fee of up to \$500.00 (Five hundred Dollars) for administrative expenses at OPP's sole discretion. Also changing the names or redoing the Agreement will result in the administrative fees of \$200.00.
- (ii) **No Alterations.** Member may not alter the Leased Space or Premises in any manner or attach or affix any items to the walls, floors or windows, without the prior written consent of OPP, which may be withheld in OPP's sole discretion.
- (iii) **No Illegal Activities.** Member may not use the Premises, any Services, or networks to conduct or pursue any illegal activities, including but not limited to, downloading, distributing or viewing any illegal content, engaging in any activity in violation of OFAC regulations, and/or illegally downloading any copyrighted content, or any other activity that violates any intellectual property rights, and any such conduct using the Premises or OPP's systems or networks may result in immediate termination of this Agreement.
- (iv) **No Offensive Behavior.** Member may not conduct any activity in the Leased Space, Premises and/or the building that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise generally regarded as offensive to other people, including but not limited to, involvement in hate groups or activities involving pornographic or sexually explicit materials or obscenities, whether written, oral, or in any form or medium. Member will refrain from any activities that may be disruptive, a nuisance or an annoyance, including but not limited to, acts of disorderly nature or excessive noise. Member may not conduct any activity which may be hazardous to other persons in the building. OPP may determine at its sole discretion what activities may be deemed offensive, disruptive or hazardous.

- (v) **No Counterfeit Products.** No Counterfeit Products, Construction or Cowboy Clothes, Cowboy Hats, Cell Phones or related accessories, or any Electronics may be sold by Member. Member may not sell food or drink products either.
- (g) **Permitted Use.** Member shall use and occupy the Premises only for the Permitted Use, and other lawful activities directly related to the Permitted Use. Member acknowledges that OPP has not made any representations or warranties as to whether the Permitted Use or any other activity of Member on the Premises is permitted by the City of Forest Park, GA or any other governmental authority, whether any special permits are required for such use, or whether the Property is zoned for such use. Member shall observe and comply with, and cause its employees, agents, and concessionaires, and their employees and agents, to observe and comply with all reasonable rules and regulations imposed by OPP for the use of the Building; and such rules and regulations shall have the same force and effect as if originally contained in this Lease. The current rules are set forth on Exhibit A attached hereto, but such rules may be changed from time to time by OPP on written notice to the Members of the Building.

## Section 5. Intellectual Property

- (a) **Trademarks.** Member may not use OPP's name, logo, trademarks, service marks or domain names (collectively, "**OPP Marks**") in any way in connection with Member's business, without the express written consent of OPP, in its sole discretion. Member will comply with all standards established by OPP from time to time with respect to the OPP Marks. Member hereby acknowledges and agrees that all right, title, and interest in and to the OPP Marks belong to OPP, and that all usage and goodwill of the OPP Marks will inure only to the benefit of OPP. Member will not use, register, or attempt to register any trademarks or domain names that are confusingly similar to the OPP Marks, nor use the OPP Marks in any manner that would indicate that Member has any rights thereto. If consent to use the OPP Marks is granted as set forth above, OPP reserves the right to revoke Member's rights to use the OPP Marks at any time in OPP's sole discretion.
- (b) **Publicity.** Member may use the address of the Leased Space as its business address, but only during the Term of this Agreement. Member may not use photos or illustrations of the Premises, or any OPP Marks, in any of Member's marketing materials or in any other manner without the express written consent of OPP. Further, no press release, advertising, sales literature or other publicity statements relating to the existence or substance of this Agreement or the relationship of the parties may be made by Member without the prior written approval of OPP. Member grants OPP and its affiliates the right to use Member's trade name(s), logos and/or trademarks in OPP's materials prepared for its shareholders or members, or prospective shareholders or members.
- (c) **Member Directory.** OPP may place Member's name and contact information in a directory of OPP members; provided that Member will be given the opportunity to "opt-out" of such listing which it may do at any time.
- (d) **Photo and Video Shoots.** Member acknowledges that promotional photography and/or video recording (a "**Shoot**") may occur in the Premises (but not within the Leased Space) from time to time. OPP will provide Member with reasonable advance notice of any such Shoot, and at such time Member may request that OPP endeavor to avoid capturing Member's name, likeness, image, voice and/or appearance in the background any such recordings. OPP will use commercially reasonable efforts to comply with Member's request. Subject to the foregoing, by entering that portion of the Premises in which a Shoot is taking place, Member and Member's employees, agents, and invitees consent to such photography and/or video recording and the release, publication, exhibition or reproduction of such recordings in which they may appear for promotional purposes by OPP and its affiliates and representatives. Subject to the foregoing, Member and its employees, agents, and invitees each hereby releases and discharges OPP and its agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of the name, likeness, image, voice, or appearance of Member or any of its employees, agents, or invitees, including any and all claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation. Member represents and warrants to OPP that its employees, agents, and invitees will have been informed of and agreed to this consent, waiver of liability, and release before they enter that portion of the Premises in which a Shoot is taking place.

## Section 6. Liability

- (a) **Waiver of Claims.** Member will be solely responsible for maintaining the insurance coverage required hereunder and Member will look solely to such insurance for any and all claims, damages, costs, expenses, liabilities and rights it may have, except to the extent arising or resulting from the gross negligence or willful misconduct of an OPP Party (defined hereunder). To the maximum extent permitted by law, Member, on its own behalf and on behalf of its owners, officers, employees, agents and invitees, hereby Waives (as defined hereunder) any and all claims, actions, damages, costs, expenses, liabilities and rights against OPP, OPP, their respective affiliates, and each of their respective past, present and future principals, members, assignees, managers, directors, officers, employees, agents, successors and assigns (each an "**OPP Party**" and collectively, "**OPP Parties**") arising or resulting from (i) any injury or damage to, or destruction, theft, or loss of, any tangible or intangible property located in or about the Leased Space, the Premises or the building in which the Premises is located, (ii) any personal injury, bodily injury or property damage (as such terms are defined by insurance regulations) occurring in or at the Leased Space, the

Premises or the building in which the Premises is located, (iii) the wrongful access or use of any data or information, or (iv) any loss of use or interruption of Licensee's business or any interruption or stoppage of any Service, except to the extent arising or resulting from the gross negligence or willful misconduct of an OPP Party. For purposes of this Agreement, "affiliates" of OPP or of OPP include any person or entity that controls, is controlled by, or is under common control with OPP or OPP, respectively, including without limitation, any subsidiaries or parent companies; and the term "Waives" means that Member, and its owners, officers, employees, agents and invitees waive and knowingly and voluntarily assume the risk of.

- (b) **Disclaimer of Warranties.** OPP expressly disclaims and excludes all warranties, whether express, implied or statutory, with respect to the Leased Space, the Premises and the Services provided by or on behalf of OPP, including but not limited to, any warranty of merchantability, fitness for a particular purpose, non-infringement, habitability, or quiet enjoyment, or any warranties that may have arisen or may arise from course of performance, course of dealing or usage of trade. OPP makes no representations or warranties regarding the quality, reliability, timeliness or security of the Leased Space or any Services provided by or on behalf of OPP, or that any Services will be uninterrupted or operate error free. The Leased Space, Premises and Services provided by OPP are provided "as is" and "with all faults".
- (c) **Limitation of Liability.** The aggregate monetary liability of the OPP Parties to Member, its owners, officers, employees, agents and invitees for any reason and for all causes of action, whether in contract, in tort, or otherwise, not otherwise waived as set forth above, will not exceed the total fees paid by Member to OPP under this Agreement during the twelve (12)-month period prior to the date on which the cause of action accrued. Notwithstanding anything herein to the contrary, in no event will any OPP Party be liable for any claim or cause of action, whether in contract, in tort, or otherwise for any indirect, special, consequential, exemplary, or punitive damages, including but not limited to, loss of profits or business interruption, even if OPP has been advised of such damages. Member acknowledges that OPP's obligations under this Agreement are consideration for the foregoing limitations of liability. The limitations, waivers, disclaimers and exclusions in this Agreement apply to the maximum extent allowed by law, even if a remedy fails its essential purpose.
- (d) **Limitation of Actions.** To the extent not otherwise waived as set forth above, unless otherwise prohibited by applicable state or federal law, Member must commence any action, suit or proceeding against any OPP Parties, whether in contract, tort, or otherwise, within one (1) year of the cause of action's accrual and Member, on its own behalf and on behalf of its owners, officers, employees, agents and invitees, hereby Waives any claims not brought within such time period.
- (e) **Indemnification.** Member will indemnify, defend and hold harmless each of the OPP Parties from, and against any and all actual claims, actions, proceedings, damages, liabilities, costs and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees (collectively, "Claim(s)"), to the extent resulting from or arising out of (i) any breach of this Agreement by Member or Member's owners, officers, employees, agents, or invitees; or (ii) any actions, errors, omissions, negligence, willful misconduct or fraud of Member or Member's owners, officers, employees, agents or invitees. If any such Claim is brought against any of the OPP Parties, Member will defend the Claim at Member's expense, upon written notice from OPP, using counsel approved by OPP in writing, such approval not to be unreasonably withheld. The OPP Parties' refusal to consent to a settlement shall not be deemed unreasonable when the proposed settlement requires or results in the OPP Parties, or any one of them, admitting to any wrongdoing or liability.
- (f) **Insurance Requirements.** Member, at its expense, will maintain at all times during the Term of this Agreement the following insurance policies: (i) personal property insurance covering any and all personal property of Member and its owners, officers, employees, agents and invitees from time to time, within the Leased Space, the Premises and/or the building in which the Premises is located, (ii) workers' compensation insurance in the minimum amounts required under applicable state law, (iii) commercial general liability insurance covering personal injury, bodily injury and property damage of no less than \$1,000,000 and (iv) business interruption insurance. All insurance policy(ies) required to be carried by Member must (1) name, as additional insureds, OPP and its OPP(s) (including any master OPP and their respective lender(s)), or other persons with responsibility for the Premises whom OPP may designate in writing to Member, and (2) be endorsed to waive all rights of subrogation against OPP and its OPP(s). Upon request from OPP, Member will promptly provide proof of insurance required to be carried above, and in the form required above, including without limitation, the inclusion of the required additional insureds and waivers of subrogation. Further, Member, on its own behalf and on behalf of its employees, agents and invitees, hereby releases OPP from any liability resulting from, and agrees to waive all rights of recovery against the OPP Parties, on account of any and all claims it may have against the OPP Parties and shall cause its insurance company to waive all such claims by way of subrogation or otherwise. If Member fails to maintain any insurance required hereunder, OPP's failure to take any action regarding such breach, including but not limited to, requesting or requiring proof of the existence of any such insurance at any time, and/or providing notice to Member of any such non-compliance, will not be considered or construed in any manner as a waiver of any rights of OPP for such breach, nor will such failure of Member to carry any such insurance or such failure of OPP to take any action with regard to such breach impose any obligation or liability on OPP in any manner. OPP reserves the right, but will not be obligated, to purchase any required insurance on behalf of Member, at Member's expense. If Member fails to carry any required insurance and a Claim occurs that would otherwise be covered by Member's insurance, OPP, without



imposing any liability on OPP or waiving any rights OPP has with regard to Member's breach, may, but will not be obligated to, make a claim under any insurance policy carried by OPP to cover such Claim, in which event Member will be liable to OPP for all costs and expenses of OPP to cover such Claim, including, but not limited to, the applicable deductible and a reasonable portion of the premium as determined by OPP.

## Section 7. General

- (a) **Breach of Agreement.** In the event of a breach of this Agreement by Member, OPP will have any and all rights and remedies available to OPP as set forth in the Agreement, at law and/or in equity, including without limitation, recovery of all court costs and reasonable attorneys' fees incurred by OPP in pursuing such remedies, whether legal action is filed or not, all of which rights and remedies are cumulative and not exclusive of each other.
- (b) **Entire Agreement.** This Agreement, including all schedules and attachments incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter, and all other understandings, written or oral, are superseded. This Agreement will also be deemed to include all policies, procedures, and requirements published by OPP from time to time, with which Member hereby agrees to comply. Except as otherwise provided in this Agreement, this Agreement may not be amended except in a writing executed by both parties.
- (c) **Subordination.** Notwithstanding anything herein to the contrary, this Agreement is at all times subject and subordinate to the Agreement with OPP and to any other agreements to which the Agreement is subject or subordinate. Member acknowledges that Member has no rights under the Lease.
- (d) **Governing Law; Venue.** This Agreement is governed by the laws of Georgia, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement. Except that either party may seek equitable relief from any court of competent jurisdiction in Fulton County, Georgia, any dispute arising out of or relating to this Agreement—including the breach, termination, and validity of this Agreement, and the arbitrability of any claim—that cannot be resolved amicably by mutual agreement shall be finally settled by confidential and binding arbitration in accordance with the arbitration rules of JAMS then in force by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Fulton County, Georgia. In any action, suit or proceeding between OPP and Member, including any appellate or alternative dispute resolution proceeding, to enforce rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief awarded, all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees.
- (e) **Class Action Waiver.** Any proceeding to resolve any dispute relating to or arising under this Agreement in any forum will be conducted solely on an individual basis. Neither party will assert any claim (including counterclaim) against the other in arbitration or litigation on a class or consolidated basis, and neither party will pursue or participate in any claim against the other in a representative or private attorney general capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. This class action waiver precludes OPP and Member from pursuing, participating in, or being represented in any class, consolidated, or representative action regarding any claim against the other.
- (f) **Waivers.** Neither party will be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in writing. No delay or omission by any party in exercising any of said rights or remedies shall operate as a waiver thereof. Further, one or more waivers of any covenant or condition by either party will not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by either party to or of any act requiring such consent or approval will not be deemed to render unnecessary future consent or approval to or of any subsequent similar act.
- (g) **Relationship of the Parties.** The parties to this Agreement are independent contractors and will not be considered agents, employees, servants, joint venturers, or partners of one another. Neither party has the authority to bind the other party except as explicitly set forth in this Agreement, and neither party will make any representation or warranty otherwise. OPP will have no responsibility for any fee or expense incurred by Member in connection with either party's performance this Agreement, or provision or use of the Services.
- (h) **Successors and Assigns.** In the event of any transfer or transfers of OPP's interest in the Premises, OPP will automatically be relieved of any and all respective obligations accruing from and after the date of such transfer. Following any such transfer(s), all rights, obligations and interests of OPP under this Agreement will apply to, inure to the benefit of, and be binding on any such successors and assigns of OPP.
- (i) **No Third-Party Beneficiaries.** Except for third parties entitled to indemnity under this Agreement or third parties whose liability is specifically limited pursuant to the terms of this Agreement, the parties to this Agreement do not intend to confer any right or remedy on any third party.
- (j) **Force Majeure.** Neither party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement (with the exception of Member's obligation to pay any sum due to OPP hereunder, including without limitation, the License Fees, which obligation will remain unaffected by the provisions of this paragraph) as a result of any causes or conditions that are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, provided that the affected party will use commercially reasonable efforts to promptly resume normal performance. For the

avoidance of doubt, Member's payment obligations under this Agreement remain unaffected by circumstances beyond OPP's reasonable control, including public health crises (such as COVID-19) and public health measures in response thereto.

- (k) **Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- (l) **Notices.** Unless expressly specified otherwise herein, all notices, requests, demands and other communications to be delivered hereunder will be in writing and delivered in person, by nationally recognized overnight carrier, or by registered or certified mail, return-receipt requested and postage prepaid, to the following addresses: if to OPP, to: OPP, Attn: Old Peachtree Properties, 645 Elmwood Dr NE, Atlanta GA 30306; and if to Member: to the address provided by Member upon execution of this Agreement, and if none, then to the Leased Space. All notices will be deemed effective as of the date of confirmed delivery or refusal of receipt. In addition to the foregoing methods, notices from OPP to Member may also be delivered by email to the email address provided by Member upon execution of this Agreement. Notices of non-renewal by Member may, at the Member's option, be delivered by email to the OPP email address provided to Member upon execution of this Agreement. Delivery of notices by email hereunder will be deemed effective upon transmission. Each party may update its respective address and/or e-mail address from time to time upon written notice to the other. Member must promptly provide OPP with any change of address, e-mail address and other contact information (including phone number). Member agrees to accept community-wide emails sent out to all members by OPP from time to time, which will be the responsibility of Member to review.
- (m) **Updates to Agreement; License Fee Changes.** Notwithstanding any other provision in this Agreement, OPP may from time to time update the terms of this Agreement by providing at least thirty (30) days' notice to Member; provided that such updates shall not materially interfere with Member's rights under this Agreement or impose any additional material obligations on Member. Member acknowledges that Member's continued use of the Leased Space and/or Services beyond such thirty (30)-day period will constitute acceptance of such updated terms. In addition, License Fees are subject to change from time to time during the Extension Term, if any, in OPP's sole discretion upon sixty (60) days' written notice. Member acknowledges that OPP may serve notice of any changes to Services, fees (other than License Fees hereunder) or other updates through community-wide emails sent out to all members or through notices posted at the Premises, and Member agrees to accept and review such community-wide notices.
- (n) **Accord and Satisfaction.** No payment by Member or receipt by OPP of a lesser amount than required hereunder will be deemed to be other than on account of the earliest amounts due hereunder, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction and OPP may accept such check or payment without prejudice to its rights to recover the balance of such amounts or pursue any other rights and remedies it has under this Agreement.
- (o) **Time of Essence.** Time is of the essence with respect to the performance of each of Member's obligations under this Agreement.

## "EXHIBIT A"

### LIST OF CURRENT INTERNATIONAL DISCOUNT MALL RULES OF OPERATION.

1. All Booths are required to remain open during facility 's hours of operation. If the Member is going out of town or is unable for other reasons to open for business during its posted times, it should provide prior notice of that by both (a) a sign posted on the Premises and (b) written notice of same delivered to OPP's Agent within 3 business days, (excluding emergencies). Failure to comply with these rules will result in a fine of \$100.00 (one hundred) dollars per occurrence. Repeated violations will result in agreement termination and eviction.
2. Fans, microwaves, space heaters, refrigerators, coffee makers, or any other food preparation device are strictly prohibited in the booths. Any Member caught breaking this regulation will be fined \$100.00 (one hundred) dollars per occurrence. Repeated violations will result in agreement termination and eviction.
3. Members mail should be picked from outside Manager's office at least twice a week.
4. Member may not place any sign in the windows or on the exterior of the Premises or in any of the Common Areas without OPP' s prior written consent. Member shall have the right to place temporary signage upon the Premises with OPP's prior written consent, and Member must repair any damage to the Premise s caused by said installation. Member shall not remove any "For Lease/For Sale" signs placed upon the Premises or the Building by OPP.
5. Public restroom facilities are to be used only for that purpose, and not for washing mops, disposing of trash or other matters concerning the cleaning and care of the Premises. Member must buy their own Paper Towels for their booths.
6. Smoking, spitting, loud music and other activities deemed by OPP' s Agent to be annoying or a nuisance to Members and other occupants of the Building are not permitted in the Building. Any Member performing any construction work, material repair, public presentation or other activity in its Premises during the operating hours of the Building that could be deemed disruptive to other Members or occupants of the Building must obtain written permission by OPP's Agent at least 24 hours prior of such planned activity.
7. No highly flammable, explosive or other dangerous or hazardous materials are permitted in the Building. Burning of Candles are NOT allowed in the booths/Premises to avoid risk of FIRE.
8. No animals (other than doctor-approved seeing eye dogs for the visually impair ed) are permitted in the Building without OPP' s prior written consent, and the person bringing an animal in the Building (with or without OPP 's consent) is fully responsible for the actions of such animal.
9. Children should at all times be under adult supervision. Kids found drawing, running, riding bikes, scooting, skate boarding, or otherwise disrupting normal business activities in the Building or the Common Areas will be ticketed and/or asked to leave the Property.
10. OPP is not responsible for any loss, the ft, damage or other harm to persons or property in the Building or the Common Areas.
11. All Members must buy their own property, liability & rental Insurance.
12. Member may not have merchandise placed more than 1 and a half feet (18 INCHES) from exterior of booth. Any violators will be fined \$100.00 (One Hundred dollars per occurrence. Repeated violations will result in agreement termination and eviction.
13. Member will participate in the advertising of the building. Participation Amount will be based on square footage. No exceptions. Failure to pay will result a default by the Member. Rent payment will not be accepted without advertising payment, NO EXCEPTIONS.
14. Members and their employees will park at the outer edges of the parking lot. This will ensure customers have parking spaces closer to the building. Member must provide landlord with the automobile information of the cars that will be parked at The International Discount Mall in order to avoid being towed. If Member replaces vehicle, Member must notify the office of such change within 5 business days. Vehicles will be towed if they are double parked or parked in FIRE Lanes or in front of FIRE Exits or parked in the NO Parking areas.

15. Any Member leaving the lights, fans, heaters or TV on overnight will be fined \$25 per day with NO EXCEPTIONS.
16. All the cars from the back area must be moved to front by 6 p.m. or they will be towed at owner's expense.
17. Extension cords are NOT allowed in any booth as per FIRE MARSHALL instructions and Insurance guidelines. All Members must use BRANDED surge protectors and they cannot be connected together, only 2 per Twin outlet and must be attached to the wall.
18. All the boxes must be broken down and taken to the back area for disposal and dumping in the malls trash cans is NOT allowed and Member will be fined \$25 each time.
19. All of Member booth trash must be in proper garbage bags and must be taken to the back or dispose of straight into the BIG trash containers provided by the city and under NO circumstance Member trash will be dumped in the mall trash cans because those trash cans are for our customers use only. Violators will be fined \$25 each time.
20. Members may sell generic items; however, bootlegged & fake items are not permitted.

IN ADDITION TO BEING A DEFAULT UNDER A MEMBER'S AGREEMENT, A FAILURE TO COMPLY WITH THESE RULES AND REQUIREMENTS MAY SUBJECT THE MEMBER TO MONETARY FINES OF \$100.00/VIOLATION, AT THE DISCRETION OF LANDLORD'S AGENT.