

COMMERCIAL SUBLEASE

THIS COMMERCIAL SUBLEASE ("Lease") is made this 12 day of March 2026 between **4805 Austell Powder Springs LLC**, a Georgia limited liability company, having a mailing address of 249 North Main St, suite -F, Jonesboro 30236, GA USA ("Landlord"), and , a Georgia limited liability company, **Lavish Auto Store LLC, Ransome Reginald Marlo**, the resident of the State of Georgia, having a mailing address of 10 Perimeter Park Dr Apt- 218, Atlanta, GA, 30341-1341USA. (collectively, "Tenant").

WITNESSETH:

WHEREAS, Landlord has a possessory interest in the property ("Property") located at **249 North Main St, suite -F, Jonesboro 30236, GA**, and Tenant leases a portion of the Property consisting of approximately 150 square feet of interior space, for the purpose of operating a as an office of a business. ("Location"); and

WHEREAS, Tenant shall operate a business of office use for a business operation and sales on the Location, and the parties wish to enter into this Lease for the rental of such Location on terms as specified herein with such Lease superseding any and all other lease agreements by, between, or among the parties for the Location.

NOW THEREFORE, in consideration of the mutual undertakings contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **LOCATION.** Landlord, for and in consideration of the rents, covenants, agreements, and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, all of the property and improvements, located on the Location. Tenant accepts the Location on an "as-is" basis, and Landlord is under no obligation to take any action or to perform any obligations concerning the Location, except as explicitly set out below.

2. **TERM OF LEASE.** This Lease shall become effective on or about October

1st, 2026 ("Effective Date") and ending on March 31, 2029, a date which is five (3) years after the Effective Date ("Term"), at midnight, or as sooner terminated as hereinafter provided, or unless extended as hereinafter provided. Tenant shall have the option to extend the Term of this Lease for two (2) additional five (3) year terms with sixty (60) day notice to the Landlord, before the expiration of the Term. This Lease is expressly contingent upon the termination of any existing leases or other agreements in place that the Location.

3. MONTHLY RENTAL FEES AND SECURITY DEPOSIT. Tenant agrees to pay Landlord a monthly base rental amount equal to the sum of \$450.00 a month of the Term. Security deposit of \$900. Shall be deposited prior to the start of the Term.

Tenant agrees to remit to Landlord a security deposit in the amount of \$900.00 in upfront funds. During the term of this Lease, Landlord shall have the right to apply all or part of said deposit to any sums owed by Tenant to Landlord under the terms of this Agreement. In such event, Landlord shall notify Tenant of such application and Tenant shall pay over to Landlord such amounts as may be necessary to restore the full amount of the security deposit. Landlord's application of all or any portion of the security deposit shall not relieve Tenant from its obligations to make any payments due to Landlord nor prejudice Landlord's rights to exercise any remedy provided for herein, or at law, as a result of Tenant's default under the terms of this Lease.

4. RENTAL PAYMENTS AND FEES.

4.1 Rental. Tenant agrees to pay Landlord, in electronic form (ACH) to Landlord's bank account, or in any other manner as designated by Landlord in writing to Tenant, promptly on the first (1st) day of each month, in advance, during the Term hereof. Tenant shall provide Landlord with such banking information and authorizations as needed for the payment of rent in ACH form. There shall be a Two Hundred Dollar (\$200.00) fee for any dishonored ACH draft. Tenant authorizes for Landlord to draft any and all rental payments from the account provided by the Tenant in Exhibit 2.

4.2 Rental Proration. In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated.

4.3 Late Fees. Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all amounts due, without deduction, setoff, abatement, counterclaim, or defense. If any amount due is not received by Landlord on or before five (5) days following the date on which it is due, Tenant shall pay Landlord a late charge of \$200.00.

Failure of Tenant to pay any amounts due hereunder on or before the due date constitutes a default hereunder. Landlord's election to accept amounts due after the due date shall not operate as a waiver or modification of the amounts due or payment terms for any subsequent months.

4.4 Administrative Fees. None.

5. UTILITIES, COMMON AREA MAINTENANCE, TAXES, AND OTHER AMOUNTS.

5.1 *Utilities.* Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light, and heat for the leased Location. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Location or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection, other sanitary services, or other amounts due, Landlord may pay same and such payment may be added to the following months' rent.

5.2 *Taxes.* Tenant shall pay all Taxes relating to the Location to the Landlord on a monthly basis, with one/twelfth (1/12) of the total amount of annual taxes (based on the immediately prior tax year), and Landlord shall make the payments to the taxing agencies when such payments are due.

Landlord shall give the Tenant a notice annually stating the amount of monthly tax payments payable to Landlord under this Section. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, management, repair or replacement of the Location, any appurtenance thereto or any property, fixtures or equipment thereon.

5.3 *Location Insurance.* Landlord shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the Location, which shall include flood insurance if the Location is in a flood zone, and on all improvements constructed thereon and any additions or alterations thereto or replacements thereof.

Said policy shall contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Location, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any designated mortgagee in accordance with their respective interests therein. The cost of such insurance shall be billed to Tenant on a monthly basis, which shall be paid at the same time and by the same method as the monthly rent.

5.4 *Common Area Maintenance.* Tenant agrees to

share the dumpster at the Location with the convenience store, and to pay the mutually agreed upon amount for the use of said dumpster.

6. USE OF LOCATION.

The location shall be used for a commercial kitchen. Strictly NO Coin Operated Amusement Machines on the premises. Tenants shall be responsible for all licenses or permits associated with said use. The Location shall not be used by Tenant for any other purpose unless the Landlord agrees in writing to such additional use. Location shall not be used for any illegal purpose, or in any manner so as to create any nuisance, trespass. Further Tenant shall not use the Location in any manner which would create the possibility of a loss to Location which would not be a covered event under the insurance policy covering the Location, or which would increase premiums paid to insure the Location.

7. NO WASTE. Tenant shall not commit or allow any waste or nuisance upon the leased Location. Further Tenant shall maintain the Location in a clean, neat, orderly, and attractive condition.

8. OPERATION OF THE LOCATION. During the Term of the Lease, Tenant shall:

(a) keep the Location, buildings, equipment, fixtures, restrooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris;

(b) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times;

(c) not engage in or permit any improper act or conduct on the Location detrimental to Tenant, Landlord, or any member of the public; and

(d) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Location, use of the equipment, and the conduct of the business.

9. ABANDONMENT OF LEASED LOCATION.

Tenant agrees not to abandon or vacate the leased Location during the period of this Lease and agrees to use said Location only for purposes herein leased until the expiration or termination hereof. None of the equipment owned by the

Landlord shall be removed from the Location.

10. REPAIRS AND MAINTENANCE.

10.1 *Repairs and Maintenance by Tenant.* Landlord gives to Tenant exclusive control of the Location and shall be under no obligation to inspect said Location.

Tenant acknowledges that Tenant has had the right to inspect the Location, including all equipment located thereon. Tenant accepts the same in their present condition as suited for the intended use by Tenant AS IS, WITHOUT WARRANTY. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good order and repair the leased Location, and all equipment, fixtures and other improvements located upon the Location. Additionally, Tenant shall be responsible for repairs to the roof, foundation, exterior walls, underground utility, and sewer pipes. Tenant agrees to return the Location and all equipment, fixtures, and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted.

Tenant understands that Tenant is responsible for any replacement and upgrade to any equipment upon the Location and any related costs and/or expenses shall be borne by Tenant.

Should the Tenant put in place or replace a fixture, the Tenant agrees that any fixture put in place or replaced by the Tenant shall become part of the Location. Further, Tenant shall not be entitled to any remuneration or payment for any fixture Tenant puts in place or replaces, unless otherwise agreed to in writing.

10.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Location, equipment, fixtures, or other improvements located therein whatsoever. All costs of repairs and maintenance shall be borne by Tenant, at Tenants sole expense.

11. DESTRUCTION OF OR DAMAGE TO LOCATION. If Location is totally destroyed by storm, fire not caused by the Tenant, lightning, earthquake, or other casualty not caused by the Tenant, termination of this Lease for the damaged Location is at Landlord's discretion.

12. INDEMNIFICATION OF LANDLORD AGAINST LOSS OR CLAIM. For and during the Term of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons, loss of life, and damage to property occurring on or within the Location and arising in any manner, directly or indirectly, out of the use and occupancy of the Location by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Location and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The insurance policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, and not less than \$250,000.00 for property damage. The insurance policy shall include "dram shop" or liquor liability coverage in the event Tenant sells alcoholic beverages at the Location. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require, but at least annually. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected

for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Location.

13. GOVERNMENTAL ORDERS. Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Location.

14. CONDEMNATION. If the whole of the Location, or such portion thereof as will make the Location unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Each party may make a claim against the condemning authority for their respective interests in the property.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or sublet this Lease or any interest hereunder, or sublet Location or any part thereof, or permit the use of the Location by any party other than Tenant without the prior written consent of Landlord. No such assignment or sublease shall have the effect of releasing Tenant. Regarding each approved assignment or sublease, Tenant agrees to be responsible for Landlord's attorney's fees associated therewith.

Landlord shall consent to the assignment by Tenant to any other entity formed and owned by the shareholders of the Tenant.

Further, Landlord shall not unreasonably withhold consent to the assignment by Tenant to any other entity to which Tenant desires to sublease the Location. Notwithstanding the foregoing, the Landlord may, withhold consent from Tenant for any good faith reason the Landlord may have.

Tenant may not assign, sublet, or sell the business at the Location until the full amount of the improvements has been reimbursed to Landlord.

16. DEFAULT. It is mutually agreed that in the event Tenant does not timely pay rent, including any late fees, or other items passed through to the Tenant from the Landlord, when due, or if Tenant does not perform any other obligation under this Lease, including but not limited to those enumerated in paragraph 5 the Tenant shall be in default. Further, if a receiver

is appointed for Tenant's property the Tenant shall be in default of this Lease. If the Tenant enters into any agreement whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred, or if Tenant makes an assignment for the benefit of creditors the Tenant shall be in default of this Lease. If Tenant's effects should be levied upon or attached under process against Tenant the Tenant shall be in default of this Lease. If Tenant violates or is in default of any other agreements between Landlord and Tenant the Tenant shall be in default of this Lease. Landlord, at its sole option, may provide ten (10) days' notice of said default and the right to cure said event of default. If Tenant has not cured said default within said period, or the Landlord to not provide an opportunity to cure Landlord may:

(a) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately, and possession of the Location shall immediately be returned to Landlord;

(b) not terminate this Lease and enter the Location and take possession thereof and relet the Location or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorney's fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or

(c) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Location to Landlord and remove all of Tenant's effects therefrom. Landlord may forthwith re-enter the Location and repossess the Location, remove all persons and effects from the Location, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings, and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from his obligation to pay the full Rent due for

the entire period of the then existing Term.

17. SIGNS. Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction ("Signs") on the exterior of the Location, the common areas of the building upon the Location, the interior surface of glass and any other location which could be visible from outside of the Location without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable to the Location. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and workman like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs.

18. QUIET ENJOYMENT. So long as Tenant complies with all provisions hereof, Tenant shall have quiet enjoyment of the Location.

19. EFFECT OF TERMINATION OF LEASE. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the full term.

20. MORTGAGEE'S RIGHTS. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Location by Landlord. Tenant agrees to cooperate with Landlord's efforts to finance or refinance the Location and to sign or consent to any such financing arrangements, including providing estoppel certificates and any other instrument reasonably required.

21. NO ESTATE IN LAND. Except as otherwise provided herein, this contract shall create, govern, and control the relationship of Landlord and Tenant. Tenant's interest in the Location is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's prior written consent. This Lease shall create no estate in land, except as explicitly described in the Lease.

22. HOLDING OVER. If Tenant remains in possession of the Location after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. This Lease may only be renewed as described in this Lease, and there

shall be no renewal of this Lease by operation of law regardless of holdover status.

23. ATTORNEY'S FEES AND HOMESTEAD.

Should Landlord retain counsel for the purpose of enforcing, or preventing the breach of, any provision of this Lease, including the institution of any action or proceeding, to enforce any provision of this Lease or for damages for any alleged breach of any provision of this Lease, or for a declaration of such party's rights or obligations hereunder, then, whether such matter is settled by negotiation, or judicial determination, the Landlord shall be entitled to be reimbursed by Tenant for all costs and expenses incurred, including reasonable attorneys' fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease.

24. SERVICE OF NOTICE. Any notices to Tenant required under this Lease, shall be sent by certified mail, overnight delivery to the address first written above, or by electronically verifiable means to such email address as provided by Tenant.

25. TIME OF ESSENCE. Time is of the essence of this Lease.

26. INSOLVENCY. If Tenant becomes a debtor under Chapter 7 of the Bankruptcy Code ("Code") or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11, 12, or 13 of the Code, or a proceeding is filed under Chapter 7 and is converted to Chapters 11, 12, or 13, the Trustee or Tenant, as debtor or debtor-in-possession, may not elect to assume this Lease unless, at the time of the assumption, the Trustee or Tenant has:

(a) Cured any existing default or provided Landlord "Adequate Assurance" (as defined below) that:

(i) Within ten (10) days from the date of the assumption, the Trustee or Tenant will cure all monetary defaults under this Lease and compensate Landlord for any actual pecuniary loss resulting from any existing default, including without limitation, Landlord's reasonable costs, expenses, accrued interest and attorneys' fees incurred as a result of the default;

(ii) Within thirty (30) days from the date of the assumption, the Trustee or Tenant will cure all non-monetary defaults under this Lease; and

(iii) The assumption will be subject to all of the provisions of this Lease.

(b) For purposes of this Section 26, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum, "Adequate Assurance" shall mean:

(i) The Trustee or Tenant has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or Tenant will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep all of the Property stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on all of the Property;

(ii) The Bankruptcy Court shall have entered an order segregating sufficient cash payable to Landlord, or the Trustee or Tenant shall have granted a valid and perfected first lien and security interest or mortgage in property of Trustee or Tenant acceptable as to value and kind to Landlord, to secure the obligation of the Trustee or Tenant to cure the

monetary and non-monetary defaults under this Lease within the time periods set forth above;
and

(iii) The Trustee or Tenant, at a minimum, shall deposit a sum equal to one month's rent to be held by Landlord (without any allowance for interest thereon) to secure Tenant's future performance under the Lease.

If the Trustee or Tenant has assumed the Lease pursuant to the provisions of this section for the purpose of assigning Tenant's interest hereunder to any other person or entity, Tenant's interest may be assigned only after the Trustee, Tenant or the proposed assignee shall have complied with all of the terms, covenants and conditions of this Lease, including, without limitation, those provisions on Additional Rent and the use of the Property only as permitted herein; Landlord and Tenant acknowledge that such terms, covenants and conditions are commercially reasonable in the context of a bankruptcy proceeding of Tenant. Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of the assignment. Any such assignee shall upon request execute and deliver to Landlord an instrument confirming the assignment.

27. NO WAIVER OF RIGHTS. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

28. LEGALITY OF AGREEMENT. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

29. TERMS INCLUSIVE. Landlord as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, its heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or sublessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

30. LICENSES AND PERMITS. During the Term,

Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Location, including, but not limited to any necessary beer/wine, liquor lotto, and gaming licenses. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to:

(a) operating Tenant's business upon the Location; are strictly not allowed to operate Coin Operated Amusement Machine. Will be considered a violation of the agreement.

(b) making any improvement, modification or other change to the Location (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Location arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Location, for any citation/violation of any permit or license.

31. ENTIRE AGREEMENT. This document contains the entire agreement between the parties. No representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

32. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements to the Location without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances.

Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Location to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Location. Tenant shall repair, at Tenant's expense, any damage to the Location caused by the removal of any such machinery or equipment.

33. ADDITIONAL PROVISIONS.

33.1 *Acknowledgement of Risks.* Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that:

(a) There are inherent risks in the operation of a business at the Location and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Location or such business upon termination of this Lease; If in case, due to any circumstances dispute ends up in court than the tenant agrees to cover the Lawyer fees of the Landlord.

(b) upon termination of this Lease for any reason, Landlord shall have the right to use the Location as it deems appropriate, including, but not limited to selling the Location, operating a similar or other business upon the Location, converting the Location to any other use Landlord deems appropriate or leasing the Location to a new lessee;

(c) Landlord has no obligation to lease the Location to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment;

(d) Any improvements, fixtures or equipment which are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease;

(e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Location or due to the termination of this Lease; and

(f) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Location or the business operated by Tenant on the Location.

33.2 *Personality Removed Upon Lease Termination.* At the termination or expiration of the Lease Term, Tenant shall surrender the Location on the same condition as it was in upon delivery or possession thereto under this Lease, reasonable wear and tear excepted. Further Tenant shall deliver all keys to the Location to Landlord. Before surrendering the Location, Tenant shall remove prior to the expiration of the Lease Term, all Tenant's personal property, trade fixtures, alterations, additions and decorations and shall promptly repair any damage caused by the removal. Tenant's obligations to

perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the termination or expiration of the Term, such property shall be deemed abandoned and shall become the property of Landlord.

33.3 *Governing Law and Venue.* All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Texas without giving effect to any choice of law provision or rule that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in the Northern District of Texas unless the jurisdiction of such courts is improper, in which event a Party may bring such suit, action or other proceeding in any court of competent jurisdiction in the District Court of Dallas County, Texas. Tenant consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Agreement located in Dallas County, Texas, and waives any objection thereto on the basis of personal jurisdiction or venue. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

33.4 *Contractual Lien.* In addition to the statutory Landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all rent and other sums of money becoming due under this Lease from Tenant, upon all inventory, goods, wares, branding items, equipment, trade fixtures, fixtures, furniture, and all other personal property of Tenant situated at the Location, together with the proceeds from the sale thereof. Tenant may not remove such property without the consent of Landlord until all rent in arrears and other sums then due to Landlord under this Lease have been paid. Upon the occurrence of a Default, Landlord may, in addition to any other remedies provided in this Lease or by law, enter upon the Location and take possession of any and all goods, wares, branding items, equipment, trade fixtures, fixtures, furniture and other personal property of Tenant situated in or on the Location without liability for trespass or conversion, and sell the property at public or private sales, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Tenant of the sale will be deemed sufficient if given in the

manner prescribed in this Lease at least 10 days before the time of the sale. Any public sale made under this provision will be deemed to have been conducted in a commercially reasonable manner if held on the Location or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county where the Location is located for five consecutive days before the date of the sale. Landlord or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition pursuant to this section, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus will be paid to Tenant or as otherwise required by law, and Tenant shall promptly pay any deficiencies. Landlord is authorized to file a financing statement to perfect the security interest of Landlord in the aforementioned property and proceeds.

33.5 *Force Majeure.* Landlord and Tenant acknowledge and agree that the terms and conditions set forth in of the Lease shall continue to apply in full force and effect in connection with events of force majeure.

33.6 *Access to Premises.* Landlord and/or its Affiliates, designees, their respective affiliates and their respective employees, agents, and contractors may, at any time, enter the Property at any time to inspect Property, for any reason, at the sole discretion of the Landlord.

33.7 *Guarantee.* This agreement is guaranteed by the terms in the Personal Guarantee.

34. CROSS-DEFAULTS. Any default by Tenant under the terms of this Lease shall likewise constitute a default of Tenant, as tenant, or otherwise, under the terms of any and all other agreements between these same parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts, whether or not pertaining to the Location, or other Location or locations or to the sale or purchase for resale of motor fuels or other products. This provision shall also apply to any agreements with Landlord's affiliates and related parties and in particular for the subject Location.

Default under the contracts shown in Exhibit 1, will be

considered a default of this Lease.

Tenant expressly acknowledges Landlord would not have entered into this Lease absent the agreements shown in Exhibit 1. Further, the Tenant expressly acknowledges that not enforcing the cross-default provision would thwart the Landlord's bargain.

In the event Tenant is a tenant of a third-party landlord at the Location, and tenant and/or third party landlord has acquired the written consent to this provision from such landlord by way of a separate document or agreement, default by Tenant hereunder shall likewise constitute a default under the terms of the lease between Tenant and such landlord and a default under the lease shall be a default under this Lease.

35. ELECTRONIC TRANSMISSION AND SIGNATURE. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease delivered by facsimile, email, or other means of Electronic Transmission and/or Electronic Signatures shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that created a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such recipient through an automated process.

[signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto placed their hands on the day and year first written above.

LANDLORD
4805 AUSTELL POWDER SPRING LLC

By: 
BHAVESH SHAH, MEMBER

TENANT

Lavish Auto Store LLC.

Ransome Reginald

By: 
Ransome Reginald Mario

Exhibit 1

**Agreements between the parties to which the Cross-Default
provision applies**

None.

Exhibit 2

ACH PAYMENT AUTHORIZATION FORM

This form is used for Automated Clearing House (ACH) payments. The information being collected on this form will be used by Landlord to transmit payment data, by electronic means, to your financial institution. Landlord shall be notified immediately regarding any change occurring at the financial institution that may delay or prevent the receipt of scheduled payments.