

Go Bid  
**NOW!**

# *Property Information*

*Historic Downtown  
Thomasville, Georgia  
Store Front and  
Residential Loft*

*Final Contract to Include a  
10% Buyer's Premium*

*Online Only Auction*



**120 North Broad Street  
Thomasville, Georgia 31792  
Tuesday, July 12, 2022 at 2:00 pm**



**WAG**  
WEEKS AUCTION GROUP  
ACCELERATED REAL ESTATE MARKETING

(229)890-2437

[www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com)

## Introduction

Dear Prospective Bidders,

Weeks Auction Group is pleased to announce an Auction of this Historic Downtown Thomasville, Georgia Store Front and Residential loft. This building is a great investment opportunity with income generating retail rental income below, and a beautiful residential loft upstairs.

With a total of 4200 +/- sq. ft. the building features 2100 sq. ft. of retail space below currently leased and producing monthly income. Upstairs is an amazing 2,100 sq. ft. 2 bedroom / 2 bath loft features exposed brick, original pine floors, 12 ft. ceilings throughout. Out back, you have a large deck that leads down to the courtyard and to your reserved parking spaces. Bid now for a chance to own a piece of history in Historic Downtown Thomasville at a price you set!

Bidding for this property will open on June 28, 2022 at 10:00 am eastern time and continue to July 12, 2022. Bidding will begin closing at 2:00 pm eastern time subject to auto extensions. All bidding for this property will be conducted on the Weeks Auction Group online bidding platform at [www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com). Prior to placing any bids please read this Property Information Package along with the Bidding Terms and Conditions, and the Sample Purchase contract. All documents can be found online under the "Documents" tab.

Please don't hesitate to contact me if you have any question about the property, the auction process, or if you'd like to schedule a private showing of the property.

Sincerely,  
Weeks Auction Group, Inc.

Jimmy Fitzpatrick  
Auction Coordinator



**Auction Date and Time:** Tuesday, July 12, 2022 at 2:00 pm

**Open House Dates and Times:** Thursday, June 30, 2022 from 3:00 – 6:00 pm  
Thursday, July 7, 2022 from 3:00 – 6:00 pm

**For More Information Contact:** Jimmy Fitzpatrick  
Weeks Auction Group, Inc.  
(229) 890-2437 – Office  
(229) 221-9209– Cell  
Jimmy@BidWeeks.com

## Property Information

**Property Address:** 120 North Broad Street, Thomasville, Georgia 31792

**Auction Date:** Tuesday, July 12, 2022 at 2:00 pm

**Property Size:** 4,200 Sq. Ft. Total

**Assessor's Parcel Numbers:** 005 015024

**Tax Bill Amount:** County Tax Bill - \$1,985.72  
City Tax Bill - \$3,467.59

**Driving Directions:** From the Thomasville Courthouse, head southeast on N Broad St toward E Jefferson St and your destination will be on your left (423 FT). ***"Watch for Auction Signs!"***

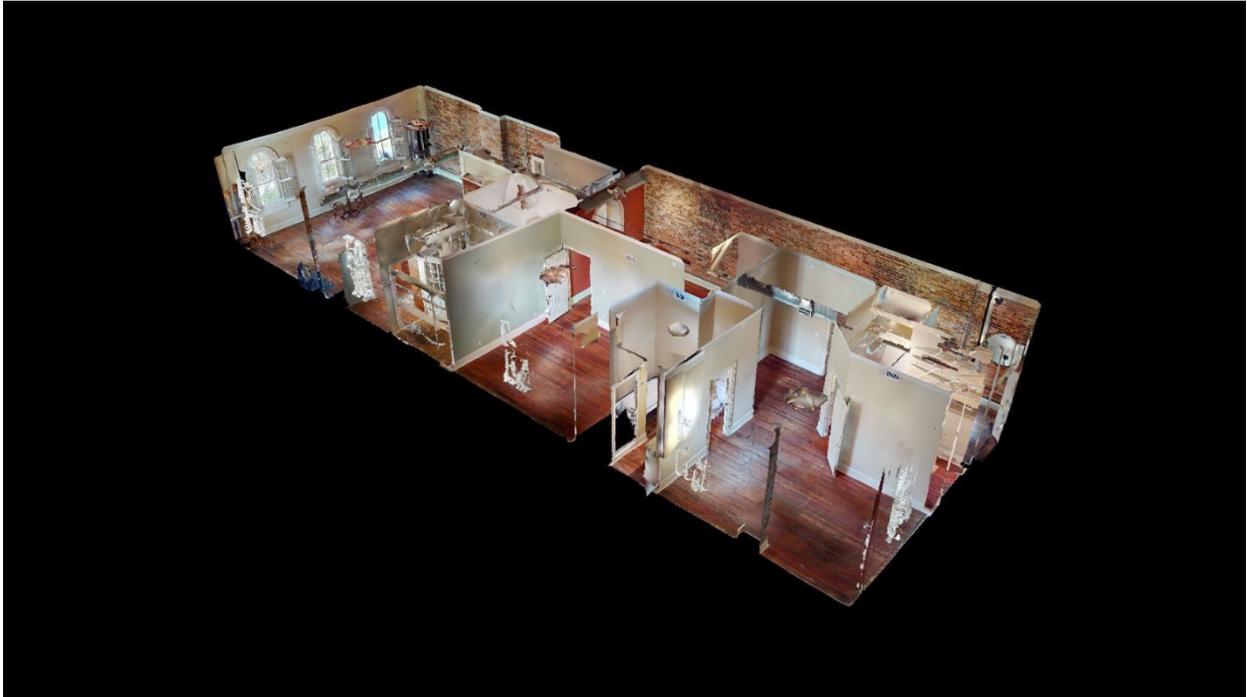
### Important Selling Features:

- 4,200 Sq. Ft. Total Space
  - 2,100 Sq. Ft. Retail Space (Currently Leased)
  - 2,100 Sq. Ft. Residential Space
- Income Producing Retail Space
  - Currently Leased (See Lease Agreement)
- Loft Features
  - 12 Ft. Ceilings throughout
  - Exposed Brick Walls
  - Original Pine Floors
  - Granite Countertops
  - Large Back Deck
  - Beautiful Courtyard with Gated Entrance
  - Deeded Entrance off Broad Street
- Two Reserved Parking Spaces
- Conveniently Located to all the Shops and Dining

## Aerial Property View



## Three Dimensional View of Loft





## Tax Card Parcel – Page 2

### 005 015024

#### Sales

**NOTE: Deed information from sales prior to the 1990's maybe approximate.**

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/14/2013	1837 4		\$33,897	Kin/Not Arms-Length	Mediate Roy D &	Mediate Dale
6/16/2008	1502 326		\$415,000	Fair Market Value	Watkins Christopher	Mediate Roy D &
6/3/2008	1499 142		\$0	Qualify this sale	Watkins Christopher &	Watkins Christopher
12/30/2005	1259 53		\$0	Gift	Watkins Christopher	Watkins Christopher &
12/29/2005	1259 30		\$416,000	Multiple Parcel	Davis Phillip H Jr	Watkins Christopher
8/1/2002	926 378		\$257,000	Multiple Parcel	Streets John P &	Davis Phillip H Jr
11/28/2001	873 055		\$50,000	Addn/Remod Aft Sale	ASWANI SUNDER	Streets John P &
4/27/1994	427 387		\$31,000	Fair Market Value		ASWANI SUNDER

#### Valuation

	2021	2020	2019
Previous Value	\$483,675	\$483,675	\$367,073
Land Value	\$88,403	\$88,403	\$88,403
+ Improvement Value	\$393,474	\$395,272	\$395,272
+ Accessory Value	\$0	\$0	\$0
= Current Value	\$481,877	\$483,675	\$483,675

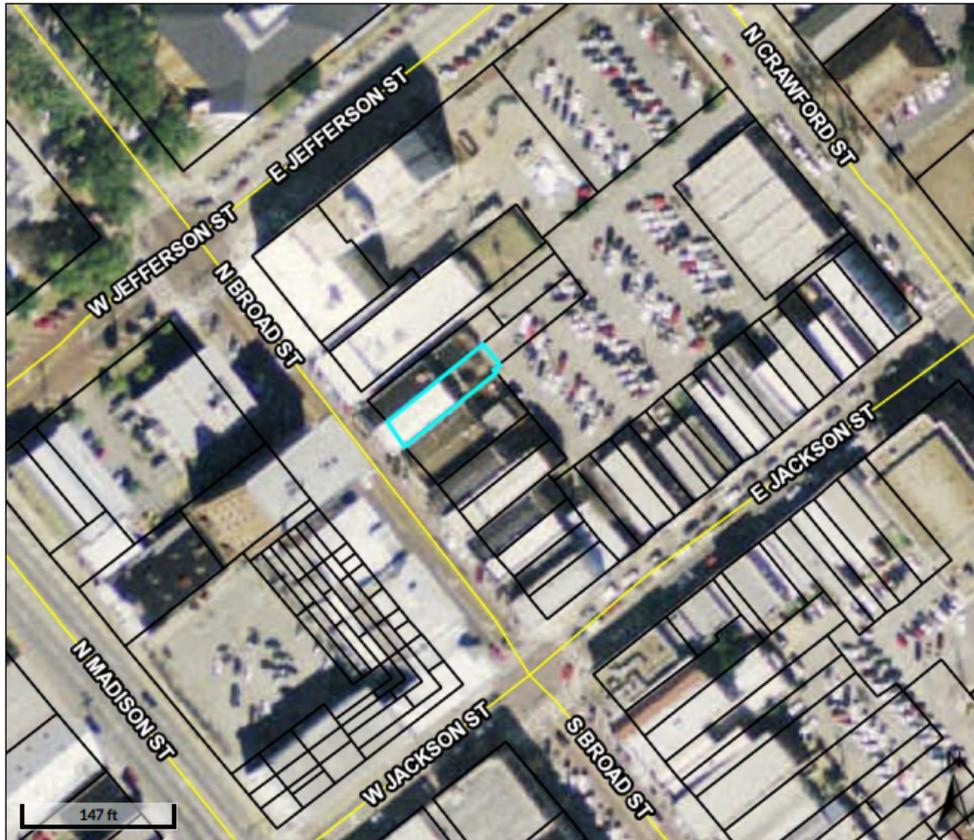
#### Photos



#### Sketches

**Tax Map Parcel**  
**005 015024**

**qPublic.net™** Thomas County, GA



Overview



Legend

- Parcels
- Roads

<b>Parcel ID</b>	005 015024	<b>Owner</b>	Mediate Dale	<b>Last 2 Sales</b>			
<b>Class Code</b>	Commercial		785 Holly Springs Drive	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	01 City of Thomasville		Thomasville, GA 31792	5/14/2013	\$33897	05	U
<b>Acres</b>	0.13	<b>Physical Address</b>	120 N BROAD ST	6/16/2008	\$415000	FM	Q
		<b>Assessed Value</b>	Value \$481877				

(Note: Not to be used on legal documents)

Date created: 4/5/2022  
 Last Data Uploaded: 4/5/2022 7:09:19 AM

Developed by Schneider  
 GEOSPATIAL

## County Property Tax Bill 2021

### 2021 Property Tax Statement

Alicia Hester  
 Thomas County Tax Commissioner  
 P.O. Box 2175  
 Thomasville, GA 31799

MEDIATE DALE  
 785 HOLLY SPRINGS DRIVE  
 THOMASVILLE, GA 31792

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2021-15316	11/15/2021	\$0.00	\$1985.72	\$0.00	Paid 11/04/2021

Map: 00050-00015-024-000  
 Location: 120 BROAD ST N  
 Account No: 459480 010

**RETURN THIS PORTION WITH PAYMENT**

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

Alicia Hester  
 Thomas County Tax Commissioner  
 P.O. Box 2175  
 Thomasville, GA 31799



**Tax Payer:** MEDIATE DALE  
**Map Code:** 00050-00015-024-000 Real  
**Description:** 120 N BROAD ST / WIREGRAS  
**Location:** 120 BROAD ST N  
**Bill No:** 2021-15316

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions
0.00	0.00	0.1300	\$481,877.00	11/15/2021	08/25/2021		

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax	
COUNTY		\$0	\$192,751	\$0	\$192,751	0.008633	\$2,245.36	-\$581.34	\$1,664.02
EMER SER		\$0	\$192,751	\$0	\$192,751	0.001669	\$321.70	\$0.00	\$321.70
<b>TOTALS</b>						<b>0.010302</b>	<b>\$2,567.06</b>	<b>-\$581.34</b>	<b>\$1,985.72</b>

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are now receiving the benefit of the exemption, you must apply for the exemption not later than April 1st in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 225 N. Broad St or (229) 225-4136. If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value not later than April 1st in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at 225 N. Broad St or (229) 225-4136.

<b>Current Due</b>	\$1,985.72
<b>Penalty</b>	\$0.00
<b>Interest</b>	\$0.00
<b>Other Fees</b>	\$0.00
<b>Previous Payments</b>	\$1,985.72
<b>Back Taxes</b>	\$0.00
<b>Total Due</b>	<b>\$0.00</b>
<b>Paid Date</b>	11/04/2021

**LOCAL OPTION SALES TAX CREDIT:**  
 The General Assembly reenacted the Local Option Sales Tax Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received. The law now requires the following additional information to be provided to each taxpayer.

## City Property Tax Bill 2021

RMS64 - TXSTO - TXSTO-TX STATEMENT OF ACCT-YRS

Page 1 of 1

**DOR**
**Tax Inquiry**
Next Screen

Stmnt Mult Yrs
Statement - 1 Yr
Comments
Charge Detail
Payment History
Mortgage Code
Owner Search

Organization # 2      Int/Disc Date

PIN #       Account #

Next Year       Prop Type R      Print

Site Address 120 BROAD ST N THOMASVILLE GA

Year	Levied Tax	Unpaid Tax	Unpaid Fee	ID to Dt	Tot. Pd/Adj	Balance
2021	3467.59+				3467.59-	
2020	3564.10+				3564.10-	
2019	3600.67+				3600.67-	
2018	2762.59+				2762.59-	
2017	2430.45+				2430.45-	
2016	2607.91+				2607.91-	
2015	2667.13+				2667.13-	
					Balance All Yrs	

Owner Name MEDIATE DALE 785 HOLLY SPRINGS DRIVE THOMASVILLE GA 31792	Auxiliary Files COMM	Current Tax Year Assd 192751+ Exmt Txbl 192751+	Class AC/SF	C1C3 1300.00 A
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## Legal Description

**Tax Parcel Number: 005 015024**

**Property Description: 120 North Broad Street, Thomasville, GA 31792**

That tract of land lying and being in the City of Thomasville, Thomas County, Georgia, more particularly as follows: Beginning in the center of the north wall of the storehouse formerly belonging to the Estate of T.M. McIntosh and formerly occupied by the Western Union Telegraph Company on Broad Street, running thence up Broad Street north twenty-eight (28) feet and six (6) inches, more or less; thence at right angles with Broad Street two hundred ten (210) feet, more or less, to land now or formerly belonging to Mrs. Annie Mae Quinn Walker and Mrs. Bessie Quinn Walker; thence in a southerly direction twenty-six (26) feet, more or less, to property of McIntosh; thence in the direction of Broad Street one hundred five (105) feet; thence in a southerly direction two (2) feet six (6) inches to the center of the McIntosh wall heretofore referred to; thence one hundred five (105) feet, more or less, along the center of said wall to the starting point on Broad Street, there being on said lot a storehouse now occupied by Sellers Shoes.

Conveyed with this property is all of the rights of the grantors in and to the use of a stairway on the tract of land immediately north of this property as established by contract between C.B. Quinn and W.C. Pittman recorded in Book SS, Page 8 and Bond for Title from W.C. Pittman to C.B. Quinn, recorded in Bong for Title Book 1, Page 50, and deed from W.C. Pittman to Mrs. J. Quinn, Administratrix of C.B. Quinn, recorded in Book TT, Page 238, of the Deed Records of Thomas County, Georgia.

Also conveyed hereby are all of the right, title and interest of the grantors in and to the use of an alley lying between the land now occupied by the store known as Izzo Pharmacy and the land now occupied by the store known as McLellans Department Store, said rights being such as were established by the above three instruments from W.C. Pittman, and as modified and confirmed in a contract between Mrs. L.J. Quinn and R.C. Balfour, et al., on the 17<sup>th</sup> day of April, 1929, which last mentioned contract is recorded in the Deed Records of Thomas County, Georgia, Book 4-P, Page 288.

This is the same property described in that certain deed from Mrs. L.J. Quinn to Nell Q. Horton and Charles W. Quinn dated October 25, 1938, and recorded October 25, 1940, in Book 5-V, Page 408 of the deed records for Thomas County, Georgia, Charles W. Quinn having devised his one-half interest therein to Edythe K. Quinn by will recorded in Deed Book 6-F, Page 383 of deed records of Thomas County, Georgia.

### **LESS AND EXCEPT**

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in Land Lot No. 39 in the 13th Land District of Thomas County, Georgia and being more particularly shown as Parcel No. 2 on a plat of survey prepared for Downtown Development Authority of the City of Thomasville by Frank E. Carlton Georgia Registered Land Surveyor No. 1544 dated July 23, 2015 recorded in Plat Cabinet 5, Folio 168-D among the deed records of Thomas County, Georgia reference to which plat is made for a more particular description by metes and bounds and courses and distances as set forth thereon.

## Retail Lease Agreement – Page 1

STATE OF GEORGIA  
COUNTY OF THOMAS

### LEASE AGREEMENT

120 N Broad Street  
Thomasville, GA 31792

This Lease Agreement (the “Lease”) made this 10<sup>th</sup> day of October, 2020 (the “Effective Date”) by and between DALE MEDIATE, with a mailing address of 785 Holly Springs Drive, Thomasville, GA 31792 (“Landlord”), and HIS DAUGHTER BOUTIQUE, LLC, a Georgia limited liability company, with a mailing address of 244 Landover Park, Thomasville, GA 31757 (“Tenant”).

The Parties Agree as Follows:

#### 1. PREMISES.

In consideration of the obligation of Tenant to pay rent, and in consideration of the other terms, provisions and covenants of this Lease, Landlord demises and leases to Tenant, and Tenant takes from Landlord, certain premises including improvements thereon located at 120 N Broad Street, Thomasville, GA 31792, limited to the main level of the building (the “Premises”).

#### 2. TERM.

The primary term (the “Primary Term”) of this Lease shall commence on January 1<sup>st</sup>, 2021 (the “Commencement Date”) and shall expire on December 31<sup>st</sup>, 2023 (the “Termination Date”).

Tenant shall have access to the Premises, free of rent, from December 27<sup>th</sup>, 2020 – December 31<sup>st</sup>, 2020.

#### 3. OPTION TO EXTEND.

Provided Tenant or its assigns is not in default, Tenant shall have the option to renew this Lease for three (3) additional terms of one (1) year (the “Extension Period(s)"). Tenant shall exercise the Extension Period(s) by sending written notice to Landlord at least thirty (30) days prior to the Termination Date of the then existing lease term. For any such extension of the rental term, all terms of this Agreement shall remain the same except for monthly rental which will be as set forth in paragraph 4 herein.

#### 4. RENT.

Beginning on the Commencement Date, Tenant shall pay to Landlord as rent, without deduction or set off, payable in monthly installments outlined in the schedule below and payable on the first day of each and every month. All installments of rent provided for shall be payable in advance.

Primary Term: (Months 1-36): January 1<sup>st</sup>, 2021 – December 31<sup>st</sup>, 2023 – **\$1,500.00 monthly**  
Extension Period 1: (Months 37-48): January 1<sup>st</sup>, 2024 – December 31<sup>st</sup>, 2024 – **\$1,550.00 monthly**  
Extension Period 2: (Months 49-60): January 1<sup>st</sup>, 2025 – December 31<sup>st</sup>, 2025 – **\$1,550.00 monthly**  
Extension Period 3: (Months 61-72): January 1<sup>st</sup>, 2026 – December 31<sup>st</sup>, 2026 – **\$1,575.00 monthly**

#### 5. TENANT'S REPAIRS.

Tenant shall keep the Premises clean, orderly and in the same condition as it is as of the Commencement Date. Tenant shall at its own cost and expense provide for its own trash collection. Tenant shall repair and pay for any damage caused by the negligence of Tenant, or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder.

#### 6. LANDLORD'S REPAIRS.

Landlord shall maintain the roof, HVAC, plumbing, electrical, and the structural integrity of the building located on the Premises. Further, Landlord shall make and pay for all repairs to the Property

## Retail Lease Agreement – Page 2

STATE OF GEORGIA  
COUNTY OF THOMAS

### LEASE AGREEMENT

120 N Broad Street  
Thomasville, GA 31792

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#### 6. LANDLORD'S REPAIRS.

Landlord shall maintain the roof, HVAC, plumbing, electrical, and the structural integrity of the building located on the Premises. Further, Landlord shall make and pay for all repairs to the Property

## Retail Lease Agreement – Page 3

which are necessary to keep the Premises in as good of condition as the Premises is in as of the Commencement Date.

### 7. ALTERATIONS.

Tenant shall not make any alterations, additions or improvements to the Premises without the prior consent of Landlord, which consent shall not be unreasonably withheld. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner make such minor alterations, additions or improvements, erect shelves, add dressing rooms, paint the interior and install trade fixtures as it may deem advisable, without altering the basic character of the Premises so long as such complies with all applicable governmental laws, ordinances, regulations, and other requirements.

All shelves, dressing rooms and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the building and other improvements situated on the Premises. If, and only if, such items are not removed on or before the Termination Date of this Lease, such items shall be and become the property of the Landlord.

### 8. SIGNS.

Tenant may install such signs at the Premises as are permitted by applicable law, rule and/or regulation.

### 9. INSPECTION.

Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any time during reasonable business hours and upon reasonable notice, for the purpose of ascertaining the condition of the Premises, or for any other lawful purpose. During the period that is six (6) months prior to the end of the term hereof, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any time during reasonable business hours for the purpose of showing the Premises to prospective tenants or purchasers and shall have the right to erect on the Premises a suitable sign indicating that the Premises are for lease and/or sale.

Tenant shall be responsible for obtaining a certificate of occupancy or similar certificate prior to operating out of the Premises. In the event Tenant is unable to obtain a certificate of occupancy or similar certificate prior to the Commencement Date due to denial from the City of Thomasville, this Lease shall terminate.

### 10. UTILITIES.

Tenant shall have responsibility to secure and shall promptly pay all charges incurred for any utility service limited to use on or from the main level of the Premises and any maintenance charges for utilities. Landlord shall not be liable for (a) any interruption or failure of utility services on the Premises, or (b) damage for the interruption, failure or delay in the furnishing of any such utility services, unless such interruption, failure or damage was caused solely by the Landlord and such interruption, failure or damage continues for more than five (5) days. Tenant shall not be responsible for utilities for service to the second level of the building.

### 11. ASSIGNMENT AND SUBLETTING.

Tenant shall not have the right to assign this Lease or to sublet or underlet the whole or any part of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

### 12. FIRE AND CASUALTY DAMAGE.

- (a) If the Premises should be damaged or destroyed by fire, tornado, or other casualty, Tenant shall give immediate written notice thereof to Landlord.
- (b) If the Premises should be totally destroyed by fire, tornado or other casualty, or if it should be so damaged that rebuilding or repairs cannot be completed within ninety (90) days after the date upon which Landlord is notified by Tenant of such damage, then this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective upon the date notice to Landlord by Tenant, and Landlord shall be entitled to all insurance proceeds for the building.
- (c) If the Premises should be damaged by fire, tornado or other casualty, but only to such extent that rebuilding or repairs can be completed within ninety (90) days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall not terminate, but Landlord shall have the option at its sole cost and expense to proceed with reasonable diligence to rebuild and repair the Premises, to substantially the condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair or replace any of the fixtures and other

## Retail Lease Agreement – Page 4

improvements which may have been placed on the Premises by Tenant. If Landlord determines not to repair, this Lease shall be deemed terminated as provided in subsection (b), above, and Landlord shall be entitled to all insurance proceeds for the building.

- (d) Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage covering the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant, whereupon all rights and obligations hereunder shall cease and terminate, and Landlord shall be entitled to all insurance proceeds for the building.
- (e) Any insurance that may be carried by Landlord against loss or damage to the building and other improvements situated on the Premises, other than Tenant's trade fixtures, equipment and other personal property, shall be for the sole benefit of the Landlord.
- (f) Landlord and Tenant hereby release each other from any and all liability or responsibility, or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by any of the casualties covered by insurance, even if such casualty shall have been caused by the fault or negligence of the other party or anyone for whom it may be responsible.
- (g) Tenant may, in its sole discretion, bind special form coverage insurance covering all of Tenant's improvements, personal property, trade fixtures, furnishings, furniture and contents on the Premises.

### 13. TAXES AND ASSESSMENTS.

Landlord agrees to pay all real estate taxes and assessments attributable to the Premises.

### 14. LIABILITY.

Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of Tenant, its agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation of Tenant.

Tenant shall not be liable to Landlord or Landlord's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of Landlord, its agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation of Landlord.

### 15. MUTUAL INDEMNITIES.

Tenant shall indemnify and save harmless Landlord for, from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against Landlord by reason of any accident, injury or damage to any person or property arising out of Tenant's use, occupancy or maintenance of the Property or any part thereof, unless caused by a latent defect at the Property or the intentional wrongful act or negligence of Landlord or their agents, contractors or employees. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord shall at Tenant's sole cost and expense, defend such proceeding.

Landlord shall indemnify and save harmless Tenant for, from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against Tenant by reason of any accident, injury or damage to any person or property occurring in, on or about the Property caused by a latent defect at the Property, the negligent or intentional act of Landlord or their agents, contractors or employees, the presence of asbestos, the presence of lead based paint, the presence of any underground storage tank, the presence of any septic system, the presence of any well water system, or the Landlord's use of and/or any prior tenant's use of any chemicals, formulas, or petroleum products. In case any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon written notice from Tenant shall at Landlord's sole cost and expense, defend such proceeding.

### 16. INSURANCE.

Tenant shall procure and maintain throughout the term of this Lease a policy or policies of commercial general liability insurance, at its sole cost and expense, insuring Landlord as an additional insured and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises, the limits of such policy or policies to be not less than one million dollars (\$1,000,000.00) for personal injury, bodily injury or property damage arising out of any one occurrence and a general aggregate of not less than two million dollars

## Retail Lease Agreement – Page 5

(\$2,000,000.00), and to be written by insurance companies qualified to do business in the State of Georgia and rated A - or better by A.M. Best.

A certificate of insurance shall be promptly delivered to Landlord within five (5) days of the Effective Date. Upon written request by Landlord, Tenant shall promptly deliver to Landlord, within five (5) days of such request, any renewal certificates thereof. Failure of Tenant to comply with the terms of the preceding sentence shall constitute a default under this Lease.

Landlord shall maintain adequate property insurance on the Premises.

### 17. CONDEMNATION.

In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this agreement shall terminate and expire as of the date of such taking, and Landlord and Tenant shall thereupon be released from any further liability hereunder.

In the event that either a portion of the Premises or the building of which the Premises are a part is condemned or taken by eminent domain proceedings so as to render the Premises substantially unusable, Tenant shall have the right to cancel and terminate this agreement as of the date of such taking upon giving to Landlord notice in writing of such election within thirty (30) days after the receipt by Tenant from Landlord of written notice of such appropriation or taking. Landlord agrees that it will give written notice to Tenant promptly upon any such appropriation or taking hereunder.

In the event that either a portion of the Premises or the building of which the Premises are a part is condemned or taken by eminent domain proceedings and Tenant has elected not to terminate this agreement, then Landlord shall, to the extent of its receipt of the insurance proceeds, promptly repair or restore the Premises to substantially the condition prior to such taking, however, Landlord shall not be obligated to repair or restore any of Tenant's improvements. Tenant's monthly rental shall be adjusted accordingly by Landlord based on the amount and location of the portion of the Premises so taken.

If this Lease is terminated in either manner hereinabove provided, the affixed monthly advance rental for the last month of Tenant's occupancy shall be prorated and Landlord agrees to refund to Tenant any such fixed rental paid in advance. The entire damage award of the condemnation proceedings shall be paid to and be the property of Landlord.

### 18. HOLDING OVER.

Should Tenant, or any of its successors in interest, hold over in the Premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed in writing by Landlord, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to the rental payable for the last month of the term of this Lease plus twenty-five per cent (25%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over. Any such hold over shall not be deemed an extension of the term as contemplated in paragraph 3.

### 19. EVENTS OF DEFAULT.

The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) If Tenant shall fail to pay any rent within ten (10) days of receiving written notice from Landlord that said rent is overdue.
- (b) Tenant shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.
- (c) Any mechanic's lien or other lien or encumbrance shall be filed or asserted against the Premises or any part thereof.
- (d) If Tenant deserts or abandons the Premises.
- (e) In the event that Tenant is in default for any reason other than failure to pay rent, Landlord shall provide Tenant with a written notice of the default and Tenant shall have thirty (30) days from receipt of the notice of default to cure said default.

### 20. REMEDIES.

## Retail Lease Agreement – Page 6

Upon the occurrence of any Event of Default that remains uncured as provided above, Landlord may pursue, separately or concurrently or in any combination, without any notice (except as specifically provided herein) or demand whatsoever to Tenant, and without prejudice to any other remedy which it may have for possession of the Premises or for arrearages in rent or other amounts payable to Tenant, any one or more of the following remedies:

(a) Landlord may terminate this Lease by giving Tenant written notice of termination, in which event Tenant shall immediately quit and vacate the Premises and deliver and surrender possession of the Premises to Landlord, and this Lease shall be terminated at the time designated by Landlord in his notice of termination to Tenant; or

(b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the then existing term; or

(c) with or without terminating this Lease, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, by force if necessary, without being liable for prosecution or any claim for damages; or

(d) Landlord may re-let the Premises or any part thereof, on such commercially reasonable terms and conditions, and receive the rent for any such re-letting, in which event Tenant shall pay to Landlord on demand any deficiency that may arise by reason of such re-letting; or

(e) Landlord may do whatever Tenant is obligated to do under the terms of this Lease, in which event Tenant shall reimburse Landlord on demand for any expenses, including, without limitation, reasonable attorneys' fees, which Landlord may incur in thus effecting satisfaction and performance of or compliance with Tenant's duties and obligations under this Lease.

Tenant shall indemnify and hold harmless Landlord from and against all loss, cost and damage (including reasonable attorneys' fees) incurred or paid as a result of the occurrence of an Event of Default and Landlord's exercise of their remedies, or any one or more of them, hereunder, whether through inability to re-let the Property, decrease in rent paid hereunder or otherwise.

In the event of a default by Landlord hereunder, Tenant shall be entitled to pursue any remedy at law or in equity available under Georgia law in addition to those rights set forth herein.

### 21. MORTGAGES.

Tenant accepts this Lease subject and subordinate to any mortgage(s) now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon. Tenant shall at any time hereafter within ten (10) calendar days after request therefor, execute any instruments, releases or other documents which may be required by any mortgagee for any reasonable purpose, including estoppel certificates and subordination, non-disturbance and attornment agreements, subjecting and subordinating this Lease to the lien of any such mortgage or providing for tenant's attornment to such mortgagee or its successors.

### 22. NOTICES.

Any notice or document required, desired or permitted to be delivered hereunder shall be deemed to be delivered (i) when actually delivered to such party by hand delivery, or (ii) when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, or deposited with a reputable overnight courier addressed to such party, at the address set forth below, or at such other address as such party shall have specified by written notice delivered in accordance herewith.

If to Landlord: Dale Mediate  
785 Holly Springs Drive  
Thomasville, GA 31792

If to Tenant: His Daughter Boutique, LLC  
Attn: Lori Roach  
244 Landover Park

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Thomasville, GA 31757

### 23. MISCELLANEOUS PROVISIONS.

- (a) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.
- (b) The terms, provisions and covenants and conditions contained in this Lease, shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, executors, personal representatives, legal representatives, successors and assigns, except as otherwise herein expressly provided. Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations in the Premises that are the subject of this Lease.
- (c) This Lease constitutes the entire understanding and agreement of the Landlord and Tenant with respect to the subject matter of this Lease and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Landlord to Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect.
- (d) If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- (e) All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the date set forth in the preamble to this Lease.
- (f) Each of Landlord and Tenant represent and warrant to the other that it has not contracted with or entered into any arrangement with any broker in connection with the negotiation and/or consummation of this Lease, and each of the Landlord and Tenant agrees to indemnify and hold the other harmless from and against all claims in that regard made by through or under either Landlord or Tenant.
- (g) Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Lease and that all express or implied warranties in connection therewith are expressly disclaimed.
- (h) This Lease shall be governed by and construed under the laws of the State of Georgia. Jurisdiction and venue with respect to all disputes and/or legal proceedings arising hereunder shall be proper only in the state or federal courts situated in Georgia.
- (i) Time is of the essence as to all provisions of this Lease; and all due dates, time schedules, and conditions precedent to exercising a right shall be strictly adhered to without delay except where otherwise expressly provided.
- (j) Neither this Lease nor any memorandum hereof shall be recorded without the prior written consent of Landlord.
- (k) Any amendments to this Lease must be by mutual consent and must be in writing and signed by all parties.
- (l) This Lease may be executed in any number of counterparts, all of which when taken together shall constitute but one and the same Lease.

### 24. SECURITY DEPOSIT.

No security deposit shall be required of Tenant.

### 25. TERMINATION.

Except as provided for herein, this Lease may not be terminated by Landlord or Tenant, unless mutually agreed to in writing.

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