

IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

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SUPERIOR COURT C.C. GA

SAVANNAH MALL REALTY HOLDING,)
LLC D/B/A SAVANNAH MALL,)
)
PLAINTIFF,)
)
VS.)
)
TONY THOMAS and STUFF)
STORE, INC.,)
)
DEFENDANTS.)

CIVIL ACTION NO.
SPCV18-01203 FR

COMPLAINT

COMES NOW SAVANNAH MALL REALTY HOLDING, LLC d/b/a SAVANNAH MALL (hereinafter "Plaintiff" or "Savannah Mall") and files this Complaint against TONY THOMAS and STUFF STORE, INC. (hereinafter "Defendant" or, collectively, "Defendants") showing the Court as follows:

PARTIES

1.

Savannah Mall is a business in Chatham County, and is, therefore subject to the jurisdiction of this Court.

2.

Defendant Tony Thomas is a resident of Chatham County, and is, therefore subject to jurisdiction of this Court. This Defendant may be served with process at his residence: 12411 White Bluff Road, Savannah, Georgia 31419.

3.

Defendant Stuff Store, Inc. is a corporation in Chatham County, State of Georgia, and is, therefore subject to the jurisdiction of this Court. This Defendant may be served through its Registered Agent as follows: Frank A. Thomas, 18 Vernonburg Ave., Savannah, GA 31419.

JURISDICTION AND VENUE

4.

Jurisdiction is proper in this Court pursuant to O.C.G.A. § 15-6-8.

5.

Plaintiff's cause of action arose in Chatham County, Georgia. Venue is proper in this Court pursuant to Ga. Const. art. 6, § 2, ¶ VI.

FACTS

6.

Plaintiff owns real property located at 14045 Abercorn Street, Savannah, Georgia 31419, commonly known as the Savannah Mall.

7.

On March 23, 2017, Defendant Stuff Store leased Space Number 1116, located in the Savannah Mall. See Lease, a true and correct copy of which is attached hereto as **Exhibit A**.

8.

The Lease term for Space Number 1116 commenced on June 1, 2017 and ended on January 31, 2018, subject to the payment of rent in the monthly amount of \$2,510, plus 10% of all Gross Sales each month in excess of \$25,100 (hereinafter "1116 Rent"). See Exhibit A at Section 1(H) and (I).

9.

The 1116 Rent is due on the first of each month, with the percentage 1116 Rent being due on the fifteenth of each month. See Exhibit A at Section 1(H) and (I). Any late payments of the 1116 Rent, including the percentage rent, accrued interest at the rate of one and a half percent (1.5%), due on the first of the month following the late payment. In addition, Defendant Stuff Store was charged a late fee of four percent (4%) of the overdue rent. See Exhibit A at Section 6.

10.

Defendant Stuff Store did not pay 1116 Rent, late fees and interest payments, which is due and owing to Plaintiff pursuant to the lease.

11.

On March 23, 2017, Plaintiff granted Defendant Stuff Store a license to use Storage Space 1120, subject to the payment of rent in the monthly amount of \$250. See Storage License Agreement, a true and correct copy of which is attached hereto as **Exhibit B**. The Storage License Agreement commenced on February 1, 2017, and expired on December 31, 2017. See Exhibit B at Paragraph 2.

12.

Defendant Stuff Store did not pay rent for Storage Space 1120, which is due and owing to Plaintiff pursuant to the lease.

13.

On March 24, 2017, Defendant Stuff Store leased Space Number 2506, located in the Savannah Mall. See Lease, a true and correct copy of which is attached hereto as **Exhibit C**.

14.

The Lease term for Space Number 2506 commenced on January 1, 2017 and ended on January 31, 2018, subject to the payment of rent in the total monthly amount of \$1,000, plus 10% of all Gross Sales each month in excess of \$10,000 (“2506 Rent”). See Exhibit C at Section 1(H) and (I).

15.

The 2506 Rent is due on the first of each month, with the percentage 2506 Rent being due on the fifteenth of each month. See Exhibit C at Section 1(H) and (I). Any late payments of the 2506 Rent, including the percentage rent, accrued interest at the rate of one and a half percent (1.5%), due on the first of the month following the late payment. In addition, Defendant Stuff Store was charged a late fee of four percent (4%) of the overdue rent. See Exhibit C at Section 6.

16.

Defendant Stuff Store did not pay 2506 Rent, late fees and interest payments, which is due and owing to Plaintiff pursuant to the lease.

17.

On March 24, 2017, Defendant Stuff Store leased Space Number 1515, located in the Savannah Mall. See Lease, a true and correct copy of which is attached hereto as **Exhibit D**.

18.

The Lease term for Space Number 1515 commenced on November 1, 2016, and ended on January 31, 2018, subject to the payment of rent in the total monthly amount of \$800, plus 10% of all Gross Sales each month in excess of \$8,000 (“1515 Rent”). See Exhibit D at Section 1(H) and (I).

19.

The 1515 Rent is due on the first of each month, with the percentage 1515 Rent being due on the fifteenth of each month. See Exhibit D at Section 1(H) and (I). Any late payments of the 1515 Rent, including the percentage rent, accrued interest at the rate of one and a half percent (1.5%), due on the first of the month following the late payment. In addition, Defendant Stuff Store was charged a late fee of four percent (4%) of the overdue rent. See Exhibit D at Section 6.

20.

Defendant Stuff Store did not pay 1515 Rent, late fees and interest payments, which is due and owing to Plaintiff pursuant to the lease.

21.

On March 23, 2017, Plaintiff granted Defendant Stuff Store a license to use Storage Space 1534 in lieu of Space Number 1515 due to water leaks. Rent payments in the monthly amount of \$500 began accruing in May 2018. See Email Correspondence, a true and correct copy of which is attached hereto as **Exhibit E**.

22.

An unsigned Storage License Agreement for Storage Space 1534 commenced on March 1, 2018, and expires on February 28, 2019. See Storage License Agreement, a true and correct copy of which is attached hereto as **Exhibit F**.

23.

Defendant Stuff Store did not pay rent for Storage Space 1534, which is due and owing to Plaintiff pursuant to the lease.

24.

The Lease Agreements required Defendant Stuff Store to remain open during Savannah Mall business hours. Failure to do so would result in a \$50 daily charge. See Exhibits A, B and D at Paragraph 12.

25.

Defendant Stuff Store failed to stay open during Savannah Mall business hours and failed to pay the resulting charges, due and owing to Plaintiff.

26.

The Lease Agreements required Defendant Stuff Store to obtain and pay all electrical utilities. See Exhibits A, B and D at Paragraph 9.

25.

Defendant Stuff Store failed to put electrical utilities in his name and failed to pay the resulting fees, due and owing to Plaintiff.

26.

Defendant Stuff Store has failed to pay rent and breached the Lease Agreements, resulting in liquidation damages to Plaintiff. See Exhibits A, B and D at Paragraph 18.

BREACH OF LEASE

27.

Plaintiff incorporates by reference paragraphs 1 through 26 as if fully set forth herein.

28.

Defendant Stuff Store is in breach of the Storage License Agreement and Lease Agreements due to its failure to pay the following sums due and owing to Plaintiff:

1. \$70,158.87 for unpaid rent from March 2016 through November 2018;
2. \$21,775.33 for late fees, interest and penalties for failure to remain open during business hours;
3. \$586.49 for unpaid electric bills; and,
4. \$37,065.00 for liquidation damages.

DISPOSSESSORY WARRANT

29.

Plaintiff incorporates by reference paragraphs 1 through 28 as if fully set forth herein.

30.

Defendant Stuff Store has failed to pay rent now due thereon and is a tenant at will pursuant to O.C.G.A. §44-7-6.

31.

Plaintiff desires and has demanded possession of past due rent and the premises, and the same has been refused by Defendant Stuff Store. See Demand Letter, a true and correct copy of which is attached hereto as **Exhibit G**.

DECLARATORY JUDGMENT FOR INJUNCTIVE RELIEF

32.

Plaintiff incorporates by reference paragraphs 1 through 31 as if fully set forth herein.

33.

Defendant Tony Thomas, as President of the Stuff Store, disparaged and continues to disparage Savannah Mall on social media platforms, through word-of mouth and in advertisements.

34.

Plaintiff requests that Defendant Tony Thomas be prohibited from making disparaging comments in any form as related to Savannah Mall, or any related entities.

35.

Defendant Tony Thomas is an Alderman for the City of Savannah.

36.


Plaintiff requests that Defendant Tony Thomas be prevented from voting in his position as Alderman for any licensing or other issues relating to Savannah Mall or any other properties owned by Savannah Mall Realty Holding LLC.

WHEREFORE, Plaintiff prays:

- (a) That it recover a judgment against Defendant for damages suffered as stated above and proven at trial;
- (b) That it recover interest on said judgment at the legal rate from the date of the judgment;
- (c) That Defendant together with Defendant's property is removed from the premises of Savannah Mall;
- (d) That Defendant is enjoined from disparaging Savannah Mall and participating in votes related to Savannah Mall during his tenure as alderman.

- (e) That it is awarded the costs of litigation, including reasonable attorneys' fees under Paragraph 18 of the Lease Agreements and O.C.G.A. § 13-6-11; and
- (f) That the Court grant such further relief as it deems reasonable and proper.

RESPECTFULLY SUBMITTED this 1st day of November, 2018.



Mark D. Johnson
Georgia Bar No. 395041
Samantha A. DiPolito
Georgia Bar No. 203011

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Exhibit A

SHOP TERM LEASE FOR IN-LINE SPACE

THIS LEASE made as of this day, March 23, 2017 between LANDLORD, whose full name and address is set forth below, and TENANT, whose full name and address is set forth below.

In consideration of the mutual covenants and conditions herein contained the parties hereby agree as follows:

1. **Basic Terms.** The following terms shall have the following meanings throughout this Agreement:

A. **CENTER:** Name: Savannah Mall
Address: 14045 Abercorn Street, Savannah, GA 31419

B. **LANDLORD:** Savannah Mall Realty LLC
Landlord's Notice Address: 14045 Abercorn Street, Savannah, GA 31419
RENT PAYMENTS: Make Rent checks payable to: SSF Savannah Properties LLC (FEIN # 81-3422511)
Mail rent checks to: Savannah Mall Realty Holding LLC, 14045 Abercorn Box 3, Savannah GA 31419

C. **TENANT:** Stuff Store
TENANT'S ADDRESS: 12411 White Bluff Road, Savannah, GA 31419
Tenant Contact: Tony Thomas Phone Number: 912-349-0386
Tenant's e-mail: ajdermanthomas@aol.com Tenant's Federal Tax ID Number: 45-5246539

D. **TENANT'S TRADE NAME:** STUFF STORE

E. **PREMISES:** The space at the Center known as Space Number 1116 containing approximately 10980 square feet and designated on Exhibit A hereto. This Agreement is for a IN-LINE space.

F. **TERM:** The period commencing on the date (the "Commencement Date") that is the earlier of (i) June 1, 2017 (the "Required Opening Date"), or the (ii) date Tenant opens for business at the Premises, and expiring on January 31, 2018 (the "Expiration Date").

G. **PERMITTED USE:** For the display and retail sale of antiques, collectibles, vintage items, furniture, and for no other use whatsoever. Use is contingent upon ongoing Mall Management and/or Landlord approval, and for no other use whatsoever.

H. **BASE RENT:** \$30,120.00 for the Term. The Base Rent shall be payable on or before the first day of each month as follows:
\$2,510.00 per month - 06/01/2017 through 01/31/2018
Rent is due on or before the 1st of the month.

I. **PERCENTAGE RENT:** 10% (the "Percentage Rent Rate") of all Gross Sales each month of the Term in excess of the "Percentage Rent Breakpoint(s)" as follows:
\$25,100.00 each month of the Term - 06/01/2017 through 01/31/2018.
Percentage rent is due on or before the 15th of the month.

J. **ADDITIONAL CHARGES:** NA

K. **SECURITY DEPOSIT:** \$1,500.00
Deposit waived by GM at this time as original deposit of \$1500.00 is still on account. Check #6685901771 received on June 25, 2014 for lease signed by Tenant on July 15, 2014. After lease expiration, a written request must be submitted to the Mall Office requesting security deposit reimbursement. Deposit will be refunded once final sales are reported and any outstanding fees are paid.

L. **MERCHANDISING:** Tenant will be required to submit drawings of proposed space display, which must be approved by Landlord. Tenant may be required to utilize the services of a visual merchandiser at tenant's cost.

M. **ADDITIONAL INSURED:** SSF Savannah Properties, LLC and Urban Retail Properties, LLC, and its respective members

2. **Premises and Term.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises with the right (if this is for a kiosk or RMU) to operate thereat a kiosk or RMU (as the case may be), for the Term, subject to the terms and conditions of this Lease. Tenant shall not open its business at the Premises prior to the Required Opening Date without Landlord's advance written consent.

3. **Use/Trade Name.** Tenant shall use the Premises only for the Permitted Use set forth in Paragraph 1G above and for no other uses. Tenant shall operate its business at the Premises under the trade name set forth in Paragraph 1D above.

4. **Rent and Charges.** Tenant shall pay Landlord the Base Rent and the other charges set forth in Article 1 above in the manner provided therein, together with any rent tax thereon and on any other rents and charges due under this Lease. (Unless set forth above, Landlord shall later notify Tenant of the amount of any rent tax.) Tenant shall pay all rents and charges to Landlord by check payable as set forth in Paragraph 1B above, or to such other entity as Landlord may designate from time to time, and shall mail the check to the address set forth in Paragraph 1B, or at such other address as Landlord may designate to Tenant from time to time. All payments of Base Rent, and all other charges and rents due Landlord hereunder (all such rents and other charges hereinafter sometimes referred to collectively as "Rent"), shall be made without set-off or counterclaim. Payments of all Rent for partial months shall be prorated accordingly. With respect to any charges under this Lease payable monthly, Tenant shall pay the charge on or before the first day of each month provided that charges for the first month shall be paid upon execution of this Lease. With respect to any of such charges that are for the Term, Tenant shall pay the full amount upon execution of this Lease. Notwithstanding anything contained herein to the contrary, Landlord may in its discretion allocate portions of the Base Rent and/or Percentage Rent to any advertising charges in effect at the Center, in addition to any such charges already provided for in this Lease.

5. **Percentage Rent**
(a) "Gross Sales" shall mean the total amount of the actual sales price, whether for cash or credit, of all sales of goods and services made at the Premises, without any exclusions, and including without limitation, all orders, including internet orders, received, placed or filled at the Premises provided, however, that sales tax received shall be excluded. Tenant shall record all sales in accordance with generally accepted accounting practices.
(b) Tenant shall pay Percentage Rent as follows: a. IF TENANT PAYS PERCENTAGE RENT BASED UPON A PERCENTAGE RENT BREAKPOINT FOR THE TERM, Tenant shall pay Landlord the Percentage Rent Rate of all Tenant's Gross Sales during the Term which are in excess of the Percentage Rent Breakpoint. Tenant shall pay Percentage Rent beginning with the first month of the Term in which the aggregate amount of Gross Sales exceeds the Percentage Rent Breakpoint, and Tenant shall pay Percentage Rent for each month thereafter during the Term. Within two (2) days after the end of each calendar week (i.e., the seven day period ending on Sunday) during the Term, Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for said week, and within fifteen (15) days after the end of each month of the Term Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the month, together with the amount of any Percentage Rent due for the month. Tenant shall, within 15 days after the end of the Term, furnish Landlord a statement certified by Tenant of Tenant's Gross Sales for the Term, together with the amount of any additional Percentage Rent due. b. IF TENANT PAYS PERCENTAGE RENT BASED UPON A MONTHLY PERCENTAGE RENT BREAKPOINT, Tenant shall pay Landlord the Percentage Rent Rate of all Tenant's Gross Sales during each month of the Term which are in excess of the Percentage Rent Breakpoint. Within two (2) days after the end of each calendar week during the Term, Tenant shall deliver to Landlord a

statement certified by Tenant of Tenant's Gross Sales for said week and within fifteen (15) days after the end of each month of the Term Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the month, together with the amount of any Percentage Rent due for the month. c. IF TENANT PAYS ONLY PERCENTAGE RENT UNDER THIS AGREEMENT, DOES NOT PAY BASE RENT (such that there is no Percentage Rent Breakpoint), Tenant shall pay Landlord for each week or partial week the Percentage Rent Rate of all Gross Sales in said week. Tenant shall within two (2) days after the end of each calendar week deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the week, together with the amount of the Percentage Rent due for the week. Also, Tenant shall, within fifteen (15) days after the end of the Term, furnish a certified statement of Gross Sales for the Term, together with any additional Percentage Rent due.

(c) Tenant shall retain all Gross Sales records for each year for at least three (3) years following the end of the year. Tenant shall make all Gross Sales records, as well as copies of all sales tax reports, available to Landlord upon demand, and shall answer questions Landlord may have regarding such records. If any review of Tenant's Gross Sales records by Landlord shows an underpayment of Percentage Rent due Landlord, Tenant shall pay the amount of the deficiency upon demand by Landlord, together with interest from the date the deficient amount was originally due at the Default Interest Rate.

6. **Interest and Late Charge.** If Tenant shall fail to make any payment of Rent to Landlord when due, interest on said late payment shall accrue at the rate ("Default Interest Rate") of one and one-half percent (1-1/2%) per month, or the highest rate permitted by applicable law, whichever is less, from the date said payment was due, and said interest shall become due and payable on the first day of the month following the month in which said payment was due. In addition to any interest charges due on account thereof, if Tenant shall fail to make any payment of Rent or any other charge to Landlord when due, Tenant shall pay Landlord a late charge of four percent (4%) of the overdue amount, but not less than Fifty Dollars (\$50.00), which late charge shall become immediately due and payable. The aforesaid interest and late charges shall not limit Landlord's other rights and remedies provided for herein on account of Tenant's failure to make payment when due.

7. **Opening for Business.** Tenant shall complete all of Tenant's required work, and shall open for business at the Premises, property stocked and adequately staffed, by the Required Opening Date.

8. **Work at Premises**

(a) Tenant takes the Premises in an "as is" condition. a. IF THIS AGREEMENT IS FOR A KIOSK, and if a kiosk structure currently exists at the Premises, Tenant shall take said kiosk in an "as is" condition, except that Tenant shall be required to renovate, upgrade and redecorate the kiosk as may be reasonably necessary in order that the kiosk be in first-class condition. If a kiosk structure does not currently exist at the Premises, Tenant at its sole cost and expense shall construct a kiosk at the Premises in accordance with such criteria as Landlord may furnish Tenant. Tenant shall not commence construction of the kiosk until Landlord has consented in writing to Tenant's plans and specifications for the kiosk. Tenant shall perform the construction work for the kiosk only at such times as are approved in advance by Landlord. b. IF THIS AGREEMENT IS FOR AN RMU, unless Landlord furnishes the RMU, Tenant shall at its cost provide an RMU. The design and appearance of Tenant's RMU shall be subject to Landlord's advance written consent. c. IF THIS AGREEMENT IS FOR AN IN-LINE SPACE, Tenant shall perform any work to the Premises necessary to make the Premises suitable for Tenant's operations. All such work shall be subject to Landlord's advance written approval.

(b) Tenant shall not make any alterations to the kiosk or RMU or the in-line space (as the case may be) without Landlord's advance written consent. Tenant shall pay all taxes based on any property of Tenant, real or personal, which shall at any time be in the Premises or any other part of the Center, including Tenant's installations, additions, improvements, fixtures and personal property. Tenant shall not suffer any mechanic's lien to be filed against the Premises or any other part of the Center by reason of any work, labor, services, or materials performed at or furnished to the Premises for Tenant or anyone holding the Premises through or under Tenant. If a mechanic's lien shall be so filed, Landlord may remove it at Tenant's expense.

9. **Utilities.** Tenant shall be responsible for obtaining electrical service at the Premises and shall pay all bills therefor when due provided, however, if Landlord shall elect to furnish electricity to Tenant, Landlord shall make available to Tenant at the Premises electrical current for use in Tenant's business and Tenant shall pay for said electrical service as billed by Landlord, or as set forth in Paragraph 15 if set forth therein. Landlord shall not be required to provide telephone or any other utilities to the Premises.

10. **Maintenance and Use of Premises.** Tenant shall at all times observe the following rules and regulations with respect to the Premises: (a) Tenant shall maintain the Premises and the area around it in a clean, sanitary, attractive and safe condition and in good repair; (b) Tenant shall not perform any act or carry on any practice which constitutes a nuisance to persons at the Premises or the Center or which Landlord shall otherwise determine to be offensive or dangerous; (c) Tenant shall store all trash and garbage at the locations designated by Landlord and shall not burn any trash or garbage in or about the Premises or anywhere else in the Center; (d) Tenant shall at all times comply with all laws, rules and regulations pertaining to the Premises or the conduct of Tenant's business thereat promulgated by any governmental agency having jurisdiction with respect thereto (including, without limitation, the Americans with Disabilities Act); (e) Tenant shall not permit loudspeakers, televisions, phonographs, radios, flashing lights or other devices to be used in a manner so as to be heard or seen outside of the Premises; (f) Tenant shall perform all loading and unloading of goods only at such times and in such areas as is designated by Landlord for such purpose; (g) Tenant shall not distribute any handbills or other advertising material in the Center; (h) Tenant and its employees shall park their cars only in such portions of the parking lots serving the Center as Landlord shall designate to Tenant; (i) Tenant shall not permit food or beverage to be consumed at the Premises; and (j) Tenant shall be responsible at Tenant's cost with maintaining the HVAC equipment which exclusively serves the Premises, including HVAC units, in good working order during the Term, which maintenance shall include preventative maintenance at least once every six (6) months on said equipment by qualified contractors approved and designated by Landlord and k) Tenant shall not use, bring upon, or generate at the Premises any substance which is now or hereafter deemed hazardous or toxic by any governing or regulatory body having jurisdiction. Tenant shall comply with such other reasonable rules and regulations as Landlord may from time to time adopt with respect to the Center.

11. **Signs; Merchandising.** Tenant shall not inscribe, paint or affix any sign, advertisement, display or notice on any part of the Premises, the kiosk or RMU or the Center, except as Landlord may approve in advance in writing. Landlord may require Tenant to install a sign pursuant to Landlord's criteria. Further, Tenant shall comply with Landlord's criteria with respect to merchandising of the Premises, including, without limitation, for an in-line space, the display in the store and the storefront window end, for an RMU and kiosk, the arrangement and design of merchandise and displays within and on the counters of the RMU or kiosk, and Tenant shall obtain Landlord's advance written consent to all aspects of the merchandising of the Premises. Where Landlord has designated a consultant, Tenant understands that Tenant must use and pay the consultant for all aspects of the consulting process including, without limitation, initial consultation, preparation of plans to send to Landlord, and merchandising/final set-up. The signage and merchandising for the Premises shown on Exhibit B is approved by Landlord. (If no Exhibit B is attached, then no signage or merchandising has heretofore been approved by Landlord.) Any change by Tenant to any signage and merchandising previously approved by Landlord shall require Landlord's advance written consent. Landlord may require Tenant to make changes to the merchandising of the Premises from time to time. Tenant shall, with the delivery to Landlord of signed leases, pay Landlord the Merchandising/Sign Fee set forth in Paragraph 11.

12. **Hours of Operation.** Tenant shall be open for business at the Premises during the entire Term at such hours and on such days and evenings of the week as may be determined by Landlord to be in the interests of the Center as a whole. For any day Tenant shall fail to be open the full hours required by Landlord, Tenant shall pay Landlord a fee of \$50.00, without limitation to any other rights and remedies of Landlord. Tenant shall at all times maintain a fully stocked supply of inventory, and shall otherwise diligently operate its business at the Premises during the Term.

13. **Access to Premises.** Landlord reserves the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, or the use thereof by Tenant, or for making emergency repairs. The exercise by Landlord of any of its rights herein shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises.

14. **Insurance.** Tenant shall maintain in full force and effect during the Term, and any time prior to the beginning of the Term it does any work at the Premises, commercial general liability insurance with respect to personal injury or death or property damage or destruction occurring at the Premises or arising out of Tenant's use of the Premises or otherwise arising out of any act or occurrence at the Premises. Said insurance shall be in an amount of at least Two Million Dollars (\$2,000,000) combined single limit for an in-line space, One Million Dollars (\$1,000,000) combined single limit for kiosks or RMU, and shall include workers compensation insurance as required by statute and employer's liability insurance in an amount of at least \$500,000 per occurrence. Tenant shall also maintain insurance insuring the kiosk or RMU (as the case may be) and Tenant's inventory, fixtures and other personal property at the Premises covering damage by fire or other casualty to such property. Said insurance shall be in amounts not less than the full replacement cost of such property. If any contractor of Tenant performs any work at the Premises, said contractor shall also obtain the foregoing insurance. All the policies for the foregoing insurance shall name Landlord, and such other parties as Landlord may designate, as additional insured (including all parties referenced in Paragraph 1M above). Prior to the Commencement Date and at such times as the policies are to expire, Tenant shall furnish Landlord with certificates of insurance evidencing that such insurance is in effect or has been renewed, as the case may be. Tenant hereby waives all subrogation rights of its insurance carriers in favor of Landlord, its partners, officers, employees, and agents, and shall obtain from its insurer a waiver of subrogation in favor of Landlord and such other parties as Landlord designates as additional insured with respect to all such insurance.

15. **Waiver of Claims and Indemnity.** To the extent not prohibited by law, Tenant shall indemnify, defend and save harmless Landlord from and against any and all liability, claims, damages, costs and expense, including without limitation, attorneys' fees, resulting from or in connection with Tenant's use or occupancy of the Premises and Tenant waives all claims against Landlord for injury to persons, damage to property or to any other interests of Tenant sustained by Tenant or any person claiming through Tenant resulting from any occurrence in or upon the Premises or the Center including, without limitation, any interruption in any utility service or any alleged failure to provide adequate security services. It is understood that all persons and property brought, invited or permitted upon the Premises by Tenant in connection herewith shall be at the sole risk of Tenant, and Tenant shall save Landlord harmless from any and all liability arising from or in connection

therewith. For purposes of this paragraph, the term "Landlord" shall mean and include Landlord and its and their partners, officers, directors, employees, agents, tenants and customers at the Center.

16. **Assignment.** Tenant shall not sell, assign, mortgage, pledge or in any manner transfer this Agreement or any interest herein, nor sublet or license all or any part of the Premises, by operation of law or otherwise. Landlord may assign this Lease.

17. **Substitute Space; Termination; Damage.** At any time hereafter, including prior to the Commencement Date, Landlord may substitute for the space designated herein as the Premises (the "current space") other space at the Center (hereinafter referred to as the "new space") and Tenant shall pay the expenses for moving from the current space to the new space. Also, Landlord may terminate the Term at any time (including prior to the Commencement Date) upon two (2) days' notice. If the Premises are damaged by fire, explosion, or other casualty or occurrence Landlord may by notice to Tenant elect to repair the Premises (in which event Tenant shall promptly reopen for business after completion) or terminate the Term. In the event of termination by Landlord pursuant hereto, Tenant shall be entitled to a pro rata refund of any advanced rental payments made by Tenant.

18. **Default.** If (i) Tenant shall fail to pay when due any installment of Rent due hereunder, or (ii) if Tenant shall fail to perform or comply with any other term, condition or covenant on the part of Tenant to be observed herein, then, in any such event, Tenant shall be in breach hereunder and Landlord, at its option, any time thereafter, may terminate this Lease by notice to Tenant and, upon service of said notice, this Lease and the Term hereunder shall be terminated and Tenant shall immediately vacate the Premises in accordance with the provisions of this Lease. If Tenant shall fail to vacate the Premises at the expiration of the Term, whether after Tenant's breach or otherwise, Landlord may re-enter the Premises and remove Tenant and all persons, fixtures and property occupying the Premises and Landlord shall not be liable for any damages resulting therefrom. Upon a breach by Tenant hereunder Landlord shall also have all other rights available to it at law or equity. If Landlord shall terminate this Lease after breach by Tenant, without limitation to any other right or remedy of Landlord, Tenant shall be liable to Landlord, as liquidated damages and not as a penalty, for a sum of money equal to the value of all Rent due hereunder for the remainder of the Term less the fair market value of the Premises for the remainder of the Term, taking into account, without limitation, the period of time it would reasonably take Landlord to find a replacement tenant satisfactory to Landlord, in Landlord's sole discretion, for the Premises. Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord and its agents in successfully enforcing the covenants and agreements of this Lease. If Tenant shall fail to comply with and perform any of Tenant's obligations herein contained, Landlord shall have the right, but not the obligation, to perform any such obligations, and Tenant shall pay to Landlord on demand, as additional rent, a sum equal to the amount expended by Landlord in the performance of such obligations.

19. **Surrender of Premises.** Upon the expiration of the Term Tenant shall surrender the Premises to Landlord in the same or better condition as the Premises were in upon delivery to Tenant, reasonable wear and tear excepted, and in a neat, clean and orderly condition and in good repair. Tenant shall remove any and all merchandise and other personal property of Tenant from the Premises at the expiration of the Term. If this Lease is for a kiosk or RMU, Tenant may remove the kiosk or RMU only if Tenant itself had installed the same. If Tenant does not remove its property as herein provided such property shall be deemed abandoned by Tenant and Landlord may dispose of same as it sees fit. Tenant shall not remove from the Premises any property that is not personal property, and in no event shall Tenant remove any property that was in the Premises at the time possession was delivered to Tenant, such as existing stat wall, track lights and cases. If Tenant shall fail to surrender the Premises upon the expiration of the Term, Tenant shall pay Landlord, as liquidated damages and not as a penalty, a sum equal to twice the Rent provided for in this Lease, prorated on a per diem basis, provided in no event shall Tenant be liable for less than fifty dollars (\$50.00) per day, for all the time Tenant shall so retain possession of the Premises beyond the expiration of the Term plus any additional payments provided for in this Agreement.

20. **Landlord Cure Right.** If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to force majeure circumstances. If Landlord shall fail to cure within the time permitted for cure herein, Landlord shall be subject to such remedies as may be available to Tenant (subject to the other provisions of this Lease), provided Tenant shall in no event have the right of self-help to perform repairs or any other obligation of Landlord and, further, Tenant shall have no right to withhold, set-off, or abate Rent, or to terminate the Lease on account of an alleged default by Landlord.

21. **Limitation of Landlord's Liability.** Any liability of Landlord for the purposes hereof (including without limitation Landlord's partners, directors, officers, affiliates, agents and employees) to Tenant shall be limited to the interest of Landlord in the Center and Tenant agrees to look solely to such interest for the recovery of any judgment, it being intended that Landlord shall not be personally liable for any deficiency or judgment.

22. **Security Deposit.** Tenant shall deposit with Landlord a Security Deposit in the amount set forth in Paragraph 1K above to secure Tenant's performance of each and every covenant and agreement to be performed by Tenant hereunder. Landlord shall have the right, at its option, to apply all or part of the Security Deposit toward the payment of the amounts required to remedy any default of Tenant in the payment of Rent or in the performance of any other covenant or agreement contained herein, provided, however, the existence of the Security Deposit shall not affect the rights of the Landlord in the event of any such non-payment or failure to perform, nor shall the same in any way limit Tenant's responsibility therefore, and shall not preclude or extinguish any other right or remedy to which Landlord may be entitled. If Landlord applies all or part of the Security Deposit, Tenant shall, upon notice from Landlord, pay to Landlord an amount sufficient to restore the Security Deposit to the original full amount. Upon termination of this Lease, Landlord shall reimburse Tenant for the amount of any unused portion of the Security Deposit and in no event shall any interest be due and owing thereon.

23. **Brokerage Fees.** Tenant shall pay and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or charges claimed by any realtor, broker or agent with respect to this Agreement and the negotiation thereof, other than a broker with whom Landlord has signed a written agreement relating to this Lease.

24. **Waiver of Jury Trial.** IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, EACH OF LANDLORD AND TENANT HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS LEASE, THE PREMISES OR THE CENTER. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Tenant each further agree, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding, or counterclaim.

25. **Notices.** Notices and demands required or permitted to be given hereunder shall be in writing given by personal delivery or overnight delivery or be sent by certified mail, return receipt requested, addressed, if to Landlord, at the Landlord notice address set forth in Paragraph 1B above, or such other address as Landlord may designate by notice to Tenant from time to time, and, if to Tenant, at the address for Tenant set forth in Paragraph 1C above. Notices and demands shall be deemed to have been given when mailed or sent by overnight delivery or, if made by personal delivery, then upon such delivery.

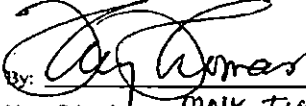
26. **Miscellaneous.** Landlord reserves the right at any time to install additional kiosks and RMU at the Center; change the location or character of or make alterations in or additions to the common areas or other parts of the Center; and otherwise alter, repair or reconstruct or change the common areas or other parts of the Center. The failure of Landlord to insist upon performance by Tenant of any of the terms, conditions and covenants hereof shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. All obligations (including indemnity obligations) herein shall survive the expiration of this Lease. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. This Lease shall be construed in accordance with the laws of the state in which the Center is located. The submission of this Lease for examination or execution does not constitute an offer or a reservation or an option for the Premises, and this Lease shall become effective only upon execution by Landlord and delivery thereof to Tenant. This Lease contains all of the agreements between the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. Neither party shall record this Lease.

Space is left blank intentionally. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this _____ as of the day and year first above written.

TENANT:

Tony Thomas (individual) DBA Stuff Store

By: 

Name Printed: TONY THOMAS

Title: President

Date: 11-1-16

Attachment (s): Exhibit A—Lease Plan

LANDLORD:

Savannah Mall Realty Holding I.L.C

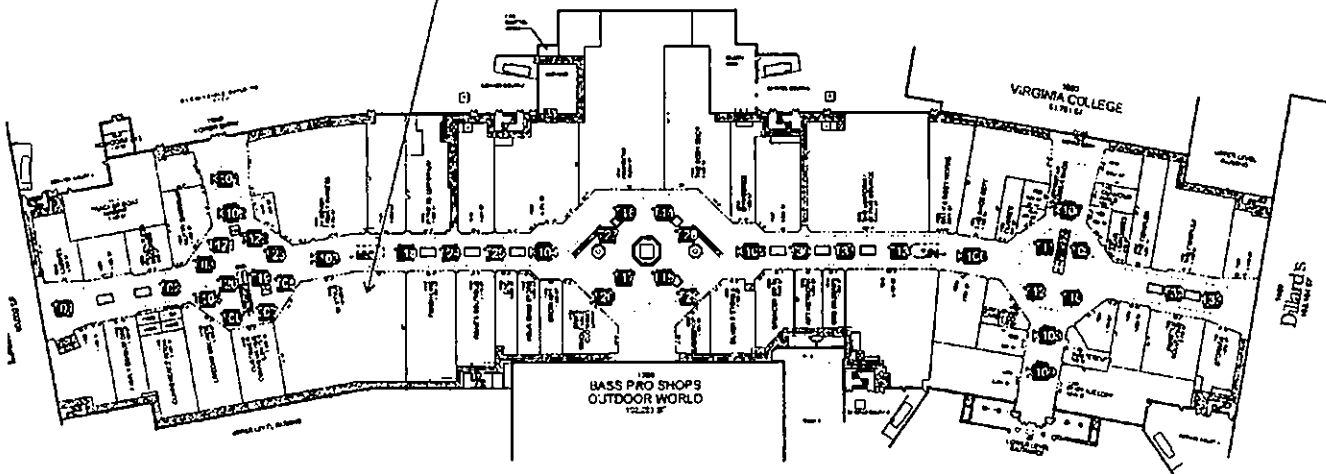
By: Mike Kohen

By: _____

Date: _____

- Electric
- Electric & Phone
- No Electric or Phone
- Common Area
- Service Hallway

Scale Store
 Exhibit A
 Space #1178
 10990 Sq. Ft.



ROSKI REMAINS

21	COOLING
22	FIREWORKS
23	STREET LIGHTS
24	STREET LIGHTS
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LOWER LEVEL



SAVANNAH MALL
 SAVANNAH, GA 31419

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LEASE PLAN
 LEASING & MANAGEMENT AGENTS

URBAN

URBAN PROPERTIES L.L.C.
 111 E. Water Street
 Savannah, GA 31401
 Phone: 912.233.1111
 Fax: 912.233.1112

JUNE 2013

Exhibit B

STORAGE LICENSE AGREEMENT

THIS AGREEMENT made as of the 23rd day of March, 2017, Savannah Mall Realty Holding, LLC d/b/a Savannah Mall ("Landlord") and Stuff Store d/b/a Treasures Knick Knacks & More Storage ("Tenant").

1. Existing Lease. The parties hereby acknowledge that they have heretofore entered, or are contemporaneously herewith entering, a certain lease dated August 24, 2016 (the "Lease") for premises known as Space 1116 (the "Premises") located at Savannah Mall Shopping Center in Savannah, Georgia (the "Center").

2. License. Landlord hereby grants to Tenant a license to use that certain storage space known as Space 1120 ("Storage Space") at the Center. The term of such license, (the "Term") shall commence on February 1, 2017 and expire on the earlier of December 31, 2017 or the date that the term of the lease ends. As consideration for the Storage Space, during the Term of this license Tenant shall pay Landlord a monthly fee of \$275.00, said fee to be due on or before the first day of each calendar month during the Term. Any initial or final partial month shall be prorated. Landlord reserves the right to increase such fee from time to time during the Term to such monthly rates for comparable storage space as Landlord may from time to time establish at the Center and, if Landlord so increases the monthly fee hereunder, Tenant shall have the right to cancel this Agreement upon thirty days' notice, unless within such thirty day period Landlord revokes such increase in the fee. Notwithstanding anything contained herein to the contrary, Landlord may terminate the agreement at any time upon two (2) days prior notice to tenant. Tenant is also responsible for any and all electricity to the space during the term of the agreement.

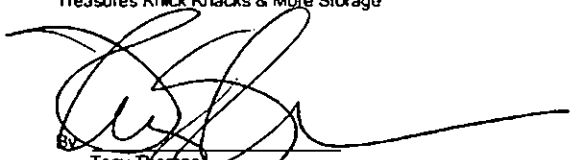
3. Use. Tenant shall use the Storage Space only for purposes of storing equipment, inventory or other items normally used in Tenant's business. All items stored in the Storage Space shall be elevated at least six inches above the floor on wooden pallets, and shall be at least eighteen inches below the bottom of all sprinklers located in the ceiling of the Storage Space, if any. Any boxes shall not be stacked more than seven feet high. Tenant shall not store anything in the Storage Space which is unsafe or which otherwise may create a hazardous condition, or which may increase Landlord's insurance rates, or cause a cancellation or modification of Landlord's insurance coverage. Without limitation, Tenant shall not store any flammable, combustible or explosive fluid, chemical or substance nor any perishable food or beverage products, except with Landlord's prior written approval. Landlord reserves the right to adopt and enforce reasonable rules and regulations governing the use of the Storage Space from time to time. Tenant shall property and at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting the use of the Storage Space.

4. Subleasing and Assignment. Tenant shall not, without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion, assign, mortgage, pledge, hypothecate, encumber or permit any lien to attach to, or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, nor sublet the Storage Space, nor permit the use thereof by any parties other than Tenant and its employees. Any such transfer without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect.

5. Miscellaneous. Landlord may, at its option, upon at least 30 days' advance written notice to Tenant, at Tenant's cost, change the Storage Space hereunder to other storage space at the Center comparable to the Storage Space herein. Tenant agrees to accept the Storage Space "as is", and Landlord shall have no obligation to maintain or repair the same. Tenant shall extend all of its insurance policies required under the Lease to include the Storage Space, and the property to be located therein. Upon request, Tenant shall provide Landlord with certificates or other satisfactory evidence of such insurance. Landlord shall have no liability whatsoever for any damage to property or any other items located in the Storage Space, nor for any personal injuries or death arising out of any matter relating to the Storage Space, and in all events, Tenant agrees to look first to its insurance carrier for payment of any losses sustained in connection with Tenant's use of the Storage Space. More particularly, but without limitation, Landlord shall have no liability for loss of or damage to any property by theft, vandalism, fire, explosion, falling plaster, steam, gas, electricity, water, rain, bursting of pipes, seepage, dampness, or any other cause. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord and its agents. If Tenant shall default under this Agreement, Landlord shall have the right to cancel this Agreement on five days' written notice, unless within such five day period Tenant cures such default. If Tenant defaults with respect to the same term or condition under this Agreement more than two times during any twelve month period, and Landlord provides written notice to Tenant promptly after each such default, the next default of such term or condition during the succeeding twelve month period shall, at Landlord's election, constitute an incurable default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under the Lease. (ALL OF THE DEFAULT AND NOTICE PROVISIONS OF THE LEASE ARE HEREBY INCORPORATED HEREIN AS THOUGH FULLY SET FORTH HEREIN EXCEPT TO THE EXTENT EXPRESSLY INCONSISTENT HEREWITH). Any default by Tenant under the Lease shall be a default under this Agreement, and any default under this Agreement shall be a default under the Lease. Any liability of Landlord for the purposes hereof (including without limitation Landlord's partners, directors, officers, affiliates, agents and employees) to Tenant shall be limited to the interest of Landlord in the Center and Tenant agrees to look solely to such interest for the recovery of any judgment, it being intended that Landlord shall not be personally liable for any deficiency or judgment. This Agreement (including the provisions of the Lease incorporated herein), represents the entire agreement between the parties respecting the matters contained herein. There have been no additional oral or written representations or agreements.

TENANT:

Treasures Knick Knacks & More Storage


By: Tony Thomas
President

LANDLORD:

Savannah Mall Realty Holding, LLC


By: Savannah Mall Realty Holding, LLC d/b/a Savannah Mall

Exhibit C

SHORT TERM LEASE FOR IN-LINE SPACE

THIS LEASE made as of this day, March 24, 2017 between LANDLORD, whose full name and address is set forth below, and TENANT, whose full name and address is set forth below.

In consideration of the mutual covenants and conditions herein contained the parties hereby agree as follows:

- I. **Basic Terms.** The following terms shall have the following meanings throughout this Agreement:
- A. **CENTER:** Name: Savannah Mall
Address: 14045 Abercorn Street, Savannah, GA 31419
- B. **LANDLORD:** Savannah Mall Realty Holding LLC
Landlord's Notice Address: 14045 Abercorn Street, Savannah, GA 31419
RENT PAYMENTS: Make Rent checks payable to: Savannah Mall Realty Holding LLC (FEIN # 81-3422511)
Mail rent checks to: Savannah Mall Realty Holding LLC, 14045 Abercorn Box 3, Savannah GA 31419
- C. **TENANT:** Stuff Store
TENANT'S ADDRESS: 12411 White Bluff Road, Savannah, GA 31419
Tenant Contact: Tony Thomas Phone Number: 912-349-0386
Tenant's e-mail: aldermanthomas@aol.com Tenant's Federal Tax ID Number: 45-5246539
- D. **TENANT'S TRADE NAME:** STUFF STORE
- E. **PREMISES:** The space at the Center known as Space Number 2506 containing approximately 7883 square feet and designated on Exhibit A hereto. This Agreement is for a IN-LINE space.
- F. **TERM:** The period commencing on the date (the "Commencement Date") that is the earlier of January 1, 2017 (the "Required Opening Date"), or the (ii) date Tenant opens for business at the Premises, and expiring on January 31, 2018 (the "Expiration Date").
- G. **PERMITTED USE:** For the display and retail sale of antiques, collectibles, vintage items, furniture, and for no other use whatsoever. Use is contingent upon ongoing Mall Management and/or Landlord approval, and for no other use whatsoever.
- H. **BASE RENT:** \$13,000 for the Term. The Base Rent shall be payable on or before the first day of each month as follows:
\$1000.00 per month - 11/1/2016 through 01/31/2018
Rent is due on or before the 1st of the month.
- I. **PERCENTAGE RENT:** 10% (the "Percentage Rent Rate") of all Gross Sales each month of the Term in excess of the "Percentage Rent Breakpoint(s)" as follows:
\$10000.00 each month of the Term - 11/1/2016 through 01/31/2018.
Percentage rent is due on or before the 15th of the month.
- J. **ADDITIONAL CHARGES:** NA
- K. **SECURITY DEPOSIT:** \$1,500.00
Deposit waived by GM at this time as original deposit of \$1500.00 is still on account. Check #6685901771 received on June 25, 2014 for lease signed by Tenant on July 15, 2014. After lease expiration, a written request must be submitted to the Mall Office requesting security deposit reimbursement. Deposit will be refunded once final sales are reported and any outstanding fees are paid.
- L. **MERCHANDISING:** Tenant will be required to submit drawings of proposed space display, which must be approved by Landlord. Tenant may be required to utilize the services of a visual merchandiser at tenant's cost.
- M. **ADDITIONAL INSURED:** SSF Savannah Properties, LLC and Urban Retail Properties, LLC, and its respective members

2. **Premises and Term.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises with the right (if this is for a kiosk or RMU) to operate thereat a kiosk or RMU (as the case may be), for the Term, subject to the terms and conditions of this Lease. Tenant shall not open its business at the Premises prior to the Required Opening Date without Landlord's advance written consent.

3. **Use/Trade Name.** Tenant shall use the Premises only for the Permitted Use set forth in Paragraph 1G above and for no other uses. Tenant shall operate its business at the Premises under the trade name set forth in Paragraph 1D above.

4. **Rent and Charges.** Tenant shall pay Landlord the Base Rent and the other charges set forth in Article I above in the manner provided therein, together with any rent tax thereon and on any other rents and charges due under this Lease. (Unless set forth above, Landlord shall later notify Tenant of the amount of any rent tax.) Tenant shall pay all rents and charges to Landlord by check payable as set forth in Paragraph 1B above, or to such other entity as Landlord may designate from time to time, and shall mail the check to the address set forth in Paragraph 1B, or at such other address as Landlord may designate to Tenant from time to time. All payments of Base Rent, and all other charges and rents due Landlord hereunder (all such rents and other charges hereinafter sometimes referred to collectively as "Rent"), shall be made without set-off or counterclaim. Payments of all Rent for partial months shall be prorated accordingly. With respect to any charges under this Lease payable monthly, Tenant shall pay the charge on or before the first day of each month provided that charges for the first month shall be paid upon execution of this Lease. With respect to any of such charges that are for the Term, Tenant shall pay the full amount upon execution of this Lease. Notwithstanding anything contained herein to the contrary, Landlord may in its discretion allocate portions of the Base Rent and/or Percentage Rent to any advertising charges in effect at the Center, in addition to any such charges already provided for in this Lease.

5. **Percentage Rent.**

(a) "Gross Sales" shall mean the total amount of the actual sales price, whether for cash or credit, of all sales of goods and services made at the Premises, without any exclusions, and including without limitation, all orders, including internet orders, received, placed or filled at the Premises provided, however, that sales tax received shall be excluded. Tenant shall record all sales in accordance with generally accepted accounting practices.

(b) Tenant shall pay Percentage Rent as follows: a. IF TENANT PAYS PERCENTAGE RENT BASED UPON A PERCENTAGE RENT BREAKPOINT FOR THE TERM, Tenant shall pay Landlord the Percentage Rent Rate of all Tenant's Gross Sales during the Term which are in excess of the Percentage Rent Breakpoint. Tenant shall pay Percentage Rent beginning with the first month of the Term in which the aggregate amount of Gross Sales exceeds the Percentage Rent Breakpoint, and Tenant shall pay Percentage Rent for each month thereafter during the Term. Within two (2) days after the end of each calendar week (i.e., the seven day period ending on Sunday) during the Term, Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for said week, and within fifteen (15) days after the end of each month of the Term Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the month, together with the amount of any Percentage Rent due for the month. Tenant shall, within 15 days after the end of the Term, furnish Landlord a statement certified by Tenant of Tenant's Gross Sales for the Term, together with the amount of any additional Percentage Rent due. b. IF TENANT PAYS PERCENTAGE RENT BASED UPON A

MONTHLY PERCENTAGE RENT BREAKPOINT. Tenant shall pay Landlord the Percentage Rent Rate of all Tenant Gross Sales during each month of the Term which are in excess of the Percentage Rent Breakpoint. Within two (2) days after the end of each calendar week during the Term, Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for said week and within fifteen (15) days after the end of each month of the Term Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the month, together with the amount of any Percentage Rent due for the month. c. IF TENANT PAYS ONLY PERCENTAGE RENT UNDER THIS AGREEMENT AND DOES NOT PAY BASE RENT (such that there is no Percentage Rent Breakpoint), Tenant shall pay Landlord for each week or partial week the Percentage Rent Rate of all Gross Sales in said week. Tenant shall within two (2) days after the end of each calendar week deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the week, together with the amount of the Percentage Rent due for the week. Also, Tenant shall, within fifteen (15) days after the end of the Term, furnish a certified statement of Gross Sales for the Term, together with any additional Percentage Rent due.

(c) Tenant shall retain all Gross Sales records for each year for at least three (3) years following the end of the year. Tenant shall make all Gross Sales records, as well as copies of all sales tax reports, available to Landlord upon demand, and shall answer questions Landlord may have regarding such records. If any review of Tenant's Gross Sales records by Landlord shows an underpayment of Percentage Rent due Landlord, Tenant shall pay the amount of the deficiency upon demand by Landlord, together with interest from the date the deficient amount was originally due at the Default Interest Rate.

6. **Interest and Late Charge.** If Tenant shall fail to make any payment of Rent to Landlord when due, interest on said late payment shall accrue at the rate ("Default Interest Rate") of one and one-half percent (1-1/2%) per month, or the highest rate permitted by applicable law, whichever is less, from the date said payment was due, and said interest shall become due and payable on the first day of the month following the month in which said payment was due. In addition to any interest charges due on account thereof, if Tenant shall fail to make any payment of Rent or any other charge to Landlord when due, Tenant shall pay Landlord a late charge of four percent (4%) of the overdue amount, but not less than Fifty Dollars (\$50.00), which late charge shall become immediately due and payable. The aforesaid interest and late charges shall not limit Landlord's other rights and remedies provided for herein on account of Tenant's failure to make payment when due.

7. **Opening for Business.** Tenant shall complete all of Tenant's required work, and shall open for business at the Premises, properly stocked and adequately staffed, by the Required Opening Date.

8. **Work at Premises.**

(a) Tenant takes the Premises in an "as is" condition. a. IF THIS AGREEMENT IS FOR A KIOSK, and if a kiosk structure currently exists at the Premises, Tenant shall take said kiosk in an "as is" condition, except that Tenant shall be required to renovate, upgrade and redecorate the kiosk as may be reasonably necessary in order that the kiosk be in first-class condition. If a kiosk structure does not currently exist at the Premises, Tenant at its sole cost and expense shall construct a kiosk at the Premises in accordance with such criteria as Landlord may furnish Tenant. Tenant shall not commence construction of the kiosk until Landlord has consented in writing to Tenant's plans and specifications for the kiosk. Tenant shall perform the construction work for the kiosk only at such times as are approved in advance by Landlord. b. IF THIS AGREEMENT IS FOR AN RMU, unless Landlord furnishes the RMU, Tenant shall at its sole cost and expense shall construct a kiosk at the Premises in accordance with such criteria as Landlord may furnish Tenant. Tenant shall not commence construction of the kiosk until Landlord has consented in writing to Tenant's plans and specifications for the kiosk. Tenant shall perform the construction work for the kiosk only at such times as are approved in advance by Landlord. c. IF THIS AGREEMENT IS FOR AN IN-LINE SPACE, Tenant shall perform any work to the Premises necessary to make the Premises suitable for Tenant's operations. All such work shall be subject to Landlord's advance written approval.

(b) Tenant shall not make any alterations to the kiosk or RMU or the in-line space (as the case may be) without Landlord's advance written consent. Tenant shall pay all taxes based on any property of Tenant, real or personal, which shall at any time be in the Premises or any other part of the Center, including Tenant's installations, additions, improvements, fixtures and personal property. Tenant shall not suffer any mechanic's lien to be filed against the Premises or any other part of the Center by reason of any work, labor, services, or materials performed at or furnished to the Premises for Tenant or anyone holding the Premises through or under Tenant. If a mechanic's lien shall be so filed, Landlord may remove it at Tenant's expense.

9. **Utilities.** Tenant shall be responsible for obtaining electrical service at the Premises and shall pay all bills therefor when due provided, however, if Landlord shall elect to furnish electricity to Tenant, Landlord shall make available to Tenant at the Premises electrical current for use in Tenant's business and Tenant shall pay for said electrical service as billed by Landlord, or as set forth in Paragraph 11 if set forth therein. Landlord shall not be required to provide telephone or any other utilities to the Premises.

10. **Maintenance and Use of Premises.** Tenant shall at all times observe the following rules and regulations with respect to the Premises: (a) Tenant shall maintain the Premises and the area around it in a clean, sanitary, attractive and safe condition and in good repair; (b) Tenant shall not perform any act or carry on any practice which constitutes a nuisance to persons at the Premises or the Center or which Landlord shall otherwise determine to be offensive or dangerous; (c) Tenant shall store all trash and garbage at the locations designated by Landlord and shall not burn any trash or garbage in or about the Premises or anywhere else in the Center; (d) Tenant shall at all times comply with all laws, rules and regulations pertaining to the Premises or the conduct of Tenant's business then promulgated by any governmental agency having jurisdiction with respect thereto (including, without limitation, the Americans with Disabilities Act); (e) Tenant shall not permit loudspeakers, televisions, phonographs, radios, flashing lights or other devices to be used in a manner so as to be heard or seen outside of the Premises; (f) Tenant shall perform all loading and unloading of goods only at such times and in such areas as is designated by Landlord for such purpose; (g) Tenant shall not distribute any handbills or other advertising material in the Center; (h) Tenant and its employees shall park their cars only in such portions of the parking lots serving the Center as Landlord shall designate to Tenant; (i) Tenant shall not permit food or beverage to be consumed at the Premises; and (j) Tenant shall be responsible at Tenant's cost with maintaining the HVAC equipment which exclusively serves the Premises, including HVAC units, in good working order during the Term, which maintenance shall include preventative maintenance at least once every six (6) months on said equipment by qualified contractors approved and designated by Landlord and k) Tenant shall not use, bring upon, or generate at the Premises any substance which is now or hereafter deemed hazardous or toxic by any governing or regulatory body having jurisdiction. Tenant shall comply with such other reasonable rules and regulations as Landlord may from time to time adopt with respect to the Center.

11. **Signs; Merchandising.** Tenant shall not inscribe, paint or affix any sign, advertisement, display or notice on any part of the Premises, the kiosk or RMU or the Center, except as Landlord may approve in advance in writing. Landlord may require Tenant to install a sign pursuant to Landlord's criteria. Further, Tenant shall comply with Landlord's criteria with respect to merchandising of the Premises, including, without limitation, for an in-line space, the display in the store and the storefront window and, for an RMU and kiosk, the arrangement and design of merchandise and displays within and on the counters of the RMU or kiosk, and Tenant shall obtain Landlord's advance written consent to all aspects of the merchandising of the Premises. Where Landlord has designated a consultant, Tenant understands that Tenant must use and pay the consultant for all aspects of the consulting process including, without limitation, initial consultation, preparation of plans to send to Landlord, and merchandising/final set-up. The signage and merchandising for the Premises shown on Exhibit B is approved by Landlord. (If no Exhibit B is attached, then no signage or merchandising has heretofore been approved by Landlord.) Any change by Tenant to any signage and merchandising previously approved by Landlord shall require Landlord's advance written consent. Landlord may require Tenant to make changes to the merchandising of the Premises from time to time. Tenant shall, with the delivery to Landlord of signed leases, pay Landlord the Merchandising/Sign Fee set forth in Paragraph 11.

12. **Hours of Operation.** Tenant shall be open for business at the Premises during the entire Term at such hours and on such days and evenings of the week as may be determined by Landlord to be in the interests of the Center as a whole. For any day Tenant shall fail to be open the full hours required by Landlord, Tenant shall pay Landlord a fee of \$50.00, without limitation to any other rights and remedies of Landlord. Tenant shall at all times maintain a fully stocked supply of inventory, and shall otherwise diligently operate its business at the Premises during the Term.

13. **Access to Premises.** Landlord reserves the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, or the use thereof by Tenant, or for making emergency repairs. The exercise by Landlord of any of its rights herein shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises.

14. **Insurance.** Tenant shall maintain in full force and effect during the Term, and any time prior to the beginning of the Term it does any work at the Premises, commercial general liability insurance with respect to personal injury or death or property damage or destruction occurring at the Premises or arising out of Tenant's use of the Premises or otherwise arising out of any act or occurrence at the Premises. Said insurance shall be in an amount of at least Two Million Dollars (\$2,000,000) combined single limit for an in-line space, One Million Dollars (\$1,000,000) combined single limit for kiosks or RMU, and shall include workers compensation insurance as required by statute and employer's liability insurance in an amount of at least \$500,000 per occurrence. Tenant shall also maintain insurance insuring the kiosk or RMU (as the case may be) and Tenant's inventory, fixtures and other personal property at the Premises covering damage by fire or other casualty to such property. Said insurance shall be in amounts not less than the full replacement cost of such property. If any contractor of Tenant performs any work at the Premises, said contractor shall also obtain the foregoing insurance. All the policies for the foregoing insurance shall name Landlord, and such other parties as Landlord may designate, as additional insured (including all parties referenced in Paragraph 14 above). Prior to the Commencement Date and at such times as the policies are to expire, Tenant shall furnish Landlord with certificates of insurance evidencing that such insurance is in effect or has been renewed, as the case may be. Tenant hereby waives all subrogation rights of its insurance carriers in favor of Landlord, its partners, officers, employees, and agents, and shall obtain from its insurer a waiver of subrogation in favor of Landlord and such other parties as Landlord designates as additional insured with respect to all such insurance.

15. **Waiver of Claims and Indemnity.** To the extent not prohibited by law, Tenant shall indemnify, defend and save harmless Landlord from and against any and all liability, claims, damages, costs and expense, including without limitation, attorneys' fees, resulting from or in connection with Tenant's use or occupancy of the Premises and Tenant waives all claims against Landlord for injury to persons, damage to property or to any other interests of Tenant sustained by Tenant or any person claiming through Tenant resulting from any occurrence in or upon the Premises or the Center including, without limitation, any interruption in any utility service or any alleged failure to provide adequate security services. It is understood that all persons and property brought, invited or permitted upon the Premises

by Tenant in connection herewith shall be at the sole risk of Tenant, and Tenant shall save Landlord harmless from and all liability arising from or in connection therewith. For purposes of this paragraph, the term "Landlord" shall mean and include Landlord and its and their partners, officers, directors, employees, agents, tenants and customers at the Center.

16. **Assignment.** Tenant shall not sell, assign, mortgage, pledge or in any manner transfer this Agreement or any interest herein, nor sublet or license all or any part of the Premises, by operation of law or otherwise. Landlord may assign this Lease.

17. **Substitute Space; Termination; Damage.** At any time hereafter, including prior to the Commencement Date, Landlord may substitute for the space designated herein as the Premises (the "current space") other space at the Center (hereinafter referred to as the "new space") and Tenant shall pay the expenses for moving from the current space to the new space. Also, Landlord may terminate the Term at any time (including prior to the Commencement Date) upon two (2) days' notice. If the Premises are damaged by fire, explosion, or other casualty or occurrence Landlord may by notice to Tenant elect to repair the Premises (in which event Tenant shall promptly reopen for business after completion) or terminate the Term. In the event of termination by Landlord pursuant hereto, Tenant shall be entitled to a pro rata refund of any advanced rental payments made by Tenant.

18. **Default.** If (i) Tenant shall fail to pay when due any installment of Rent due hereunder, or (ii) if Tenant shall fail to perform or comply with any other term, condition or covenant on the part of Tenant to be observed herein, then, in any such event, Tenant shall be in breach hereunder and Landlord, at its option, any time thereafter, may terminate this Lease by notice to Tenant and, upon service of said notice, this Lease and the Term hereunder shall be terminated and Tenant shall immediately vacate the Premises in accordance with the provisions of this Lease. If Tenant shall fail to vacate the Premises at the expiration of the Term, whether after Tenant's breach or otherwise, Landlord may re-enter the Premises and remove Tenant and all persons, fixtures and property occupying the Premises and Landlord shall not be liable for any damages resulting therefrom. Upon a breach by Tenant hereunder Landlord shall also have all other rights available to it at law or equity. If Landlord shall terminate this Lease after breach by Tenant, without limitation to any other right or remedy of Landlord, Tenant shall be liable to Landlord, as liquidated damages and not as a penalty, for a sum of money equal to the value of all Rent due hereunder for the remainder of the Term less the fair market value of the Premises for the remainder of the Term, taking into account, without limitation, the period of time it would reasonably take Landlord to find a replacement tenant satisfactory to Landlord, in Landlord's sole discretion, for the Premises. Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord and its agents in successfully enforcing the covenants and agreements of this Lease. If Tenant shall fail to comply with and perform any of Tenant's obligations herein contained, Landlord shall have the right, but not the obligation, to perform any such obligations, and Tenant shall pay to Landlord on demand, as additional rent, a sum equal to the amount expended by Landlord in the performance of such obligations.

19. **Surrender of Premises:** Upon the expiration of the Term Tenant shall surrender the Premises to Landlord in the same or better condition as the Premises were in upon delivery to Tenant, reasonable wear and tear excepted, and in a neat, clean and orderly condition and in good repair. Tenant shall remove any and all merchandise and other personal property of Tenant from the Premises at the expiration of the Term. If this Lease is for a kiosk or RMU, Tenant may remove the kiosk or RMU only if Tenant itself had installed the same. If Tenant does not remove its property as herein provided such property shall be deemed abandoned by Tenant and Landlord may dispose of same as it sees fit. Tenant shall not remove from the Premises any property that is not personal property, and in no event shall Tenant remove any property that was in the Premises at the time possession was delivered to Tenant, such as existing slot wall, track lights and cases. If Tenant shall fail to surrender the Premises upon the expiration of the Term, Tenant shall pay Landlord, as liquidated damages and not as a penalty, a sum equal to twice the Rent provided for in this Lease, prorated on a per diem basis, provided in no event shall Tenant be liable for less than fifty dollars (\$50.00) per day, for all the time Tenant shall so retain possession of the Premises beyond the expiration of the Term plus any additional payments provided for in this Agreement.

20. **Landlord Cure Right.** If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to force majeure circumstances. If Landlord shall fail to cure within the time permitted for cure herein, Landlord shall be subject to such remedies as may be available to Tenant (subject to the other provisions of this Lease), provided Tenant shall in no event have the right of self-help to perform repairs or any other obligation of Landlord and, further, Tenant shall have no right to withhold, set-off, or abate Rent, or to terminate the Lease on account of an alleged default by Landlord.

21. **Limitation of Landlord's Liability.** Any liability of Landlord for the purposes hereof (including without limitation Landlord's partners, directors, officers, affiliates, agents and employees) to Tenant shall be limited to the interest of Landlord in the Center and Tenant agrees to look solely to such interest for the recovery of any judgment, it being intended that Landlord shall not be personally liable for any deficiency or judgment.

22. **Security Deposit.** Tenant shall deposit with Landlord a Security Deposit in the amount set forth in Paragraph 1K above to secure Tenant's performance of each and every covenant and agreement to be performed by Tenant hereunder. Landlord shall have the right, at its option, to apply all or part of the Security Deposit toward the payment of the amounts required to remedy any default of Tenant in the payment of Rent or in the performance of any other covenant or agreement contained herein, provided, however, the existence of the Security Deposit shall not affect the rights of the Landlord in the event of any such nonpayment or failure to perform, nor shall the same in any way limit Tenant's responsibility therefore, and shall not preclude or extinguish any other right or remedy to which Landlord may be entitled. If Landlord applies all or part of the Security Deposit, Tenant shall, upon notice from Landlord, pay to Landlord an amount sufficient to restore the Security Deposit to the original full amount. Upon termination of this Lease, Landlord shall reimburse Tenant for the amount of any unused portion of the Security Deposit and in no event shall any interest be due and owing thereon.

23. **Brokerage Fees.** Tenant shall pay and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or charges claimed by any realtor, broker or agent with respect to this Agreement and the negotiation thereof, other than a broker with whom Landlord has signed a written agreement relating to this Lease.

24. **Waiver of Jury Trial.** IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, EACH OF LANDLORD AND TENANT HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS LEASE, THE PREMISES OR THE CENTER. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Tenant each further agree, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding or counterclaim.

25. **Notices.** Notices and demands required or permitted to be given hereunder shall be in writing given by personal delivery or overnight delivery or be sent by certified mail, return receipt requested, addressed, if to Landlord, at the Landlord notice address set forth in Paragraph 1B above, or such other address as Landlord may designate by notice to Tenant from time to time, and, if to Tenant, at the address for Tenant set forth in Paragraph 1C above. Notices and demands shall be deemed to have been given when mailed or sent by overnight delivery or, if made by personal delivery, then upon such delivery.

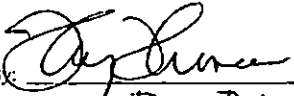
26. **Miscellaneous.** Landlord reserves the right at any time to install additional kiosks and RMU at the Center; change the location or character of or make alterations in or additions to the common areas or other parts of the Center and otherwise alter, repair or reconstruct or change the common areas or other parts of the Center. The failure of Landlord to insist upon performance by Tenant of any of the terms, conditions and covenants hereof shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. All obligations (including indemnity obligations) herein shall survive the expiration of this Lease. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. This Lease shall be construed in accordance with the laws of the state in which the Center is located. The submission of this Lease for examination or execution does not constitute an offer or a reservation or an option for the Premises, and this Lease shall become effective only upon execution by Landlord and delivery thereof to Tenant. This Lease contains all of the agreements between the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. Neither party shall record this Lease.

Space is left blank intentionally. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written

TENANT:

Tony Thomas(individual) DBA Stuff Store

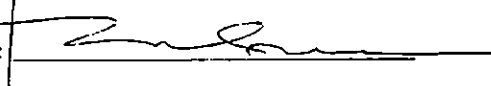
By: 
Name Printed: Tony Thomas
Title: President
Date: 11-1-16

Attachment (s): Exhibit A—Lease Plan

LANDLORD:

Savannah Mall Realty Holding LLC

By: Mike Kohen

By: 

Date: 3/24/17

Exhibit D

SHORT TERM LEASE FOR IN-LINE SPACE.

THIS LEASE made as of this day, March 24, 2017 between LANDLORD, whose full name and address is set forth below, and TENANT, whose full name and address is set forth below.

In consideration of the mutual covenants and conditions herein contained the parties hereby agree as follows:

- I. **Basic Terms.** The following terms shall have the following meanings throughout this Agreement:
 - A. **CENTER:** Name: Savannah Mall
Address: 14045 Abercorn Street, Savannah, GA 31419
 - B. **LANDLORD:** Savannah Mall Realty Holding, LLC
Landlord's Notice Address: 14045 Abercorn Street, Savannah, GA 31419
RENT PAYMENTS: Make Rent checks payable to: Savannah Mall Realty Holding LLC (FEIN # 81-3422511)
Mail rent checks to: Savannah Mall Realty Holding LLC, 14045 Abercorn Box 3, Savannah GA 31419
 - C. **TENANT:** Stuff Store
TENANT'S ADDRESS: 12411 White Bluff Road, Savannah, GA 31419
Tenant Contact: Tony Thomas Phone Number: 912-349-0386
Tenant's e-mail: aldermanthomas@aol.com Tenant's Federal Tax ID Number: 45-5246539
 - D. **TENANT'S TRADE NAME:** STUFF STORE
 - E. **PREMISES:** The space at the Center known as Space Number 1S15 containing approximately 5446 square feet and designated on Exhibit A hereto. This Agreement is for a IN-LINE space.
 - F. **TERM:** The period commencing on the date (the "Commencement Date") that is the earlier of (i) November 1, 2016 (the "Required Opening Date"), or the (ii) date Tenant opens for business at the Premises, and expiring on January 31, 2018 (the "Expiration Date").
 - G. **PERMITTED USE:** For the display and retail sale of antiques, collectibles, vintage items, furniture, and for no other use whatsoever. Use is contingent upon ongoing Mall Management and/or Landlord approval, and for no other use whatsoever.
 - H. **BASE RENT:** \$12,000 for the Term. The Base Rent shall be payable on or before the first day of each month as follows:
\$800.00 per month - 11/1/2016 through 01/31/2018
Rent is due on or before the 1st of the month.
 - I. **PERCENTAGE RENT:** 1.0% (the "Percentage Rent Rate") of all Gross Sales each month of the Term in excess of the "Percentage Rent Breakpoint(s)" as follows:
\$8000.00 each month of the Term - 11/1/2016 through 01/31/2018.
Percentage rent is due on or before the 15th of the month.
 - J. **ADDITIONAL CHARGES:** NA
 - K. **SECURITY DEPOSIT:** \$1,500.00
Deposit waived by GM at this time as original deposit of \$1500.00 is still on account. Check #6685901771 received on June 25, 2014 for lease signed by Tenant on July 15, 2014. After lease expiration, a written request must be submitted to the Mall Office requesting security deposit reimbursement. Deposit will be refunded once final sales are reported and any outstanding fees are paid.
 - L. **MERCHANDISING:** Tenant will be required to submit drawings of proposed space display, which must be approved by Landlord. Tenant may be required to utilize the services of a visual merchandiser at tenant's cost.
 - M. **ADDITIONAL INSURED:** SSF Savannah Properties, LLC and Urban Retail Properties, LLC, and its respective members
 2. **Premises and Term.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises with the right (if this is for a kiosk or RMU) to operate thereat a kiosk or RMU (as the case may be), for the Term, subject to the terms and conditions of this Lease. Tenant shall not open its business at the Premises prior to the Required Opening Date without Landlord's advance written consent.
 3. **Use/Trade Name.** Tenant shall use the Premises only for the Permitted Use set forth in Paragraph 1G above and for no other uses. Tenant shall operate its business at the Premises under the trade name set forth in Paragraph 1D above.
 4. **Rent and Charges.** Tenant shall pay Landlord the Base Rent and the other charges set forth in Article 1 above in the manner provided therein, together with any rent tax thereon and on any other rents and charges due under this Lease. (Unless set forth above, Landlord shall later notify Tenant of the amount of any rent tax.) Tenant shall pay all rents and charges to Landlord by check payable as set forth in Paragraph 1B above, or to such other entity as Landlord may designate from time to time, and shall mail the check to the address set forth in Paragraph 1B, or at such other address as Landlord may designate to Tenant from time to time. All payments of Base Rent, and all other charges and rents due Landlord hereunder (all such rents and other charges hereinafter sometimes referred to collectively as "Rent"), shall be made without set-off or counterclaim. Payments of all Rent for partial months shall be prorated accordingly. With respect to any charges under this Lease payable monthly, Tenant shall pay the charge on or before the first day of each month provided that charges for the first month shall be paid upon execution of this Lease. With respect to any of such charges that are for the Term, Tenant shall pay the full amount upon execution of this Lease. Notwithstanding anything contained herein to the contrary, Landlord may in its discretion allocate portions of the Base Rent and/or Percentage Rent to any advertising charges in effect at the Center, in addition to any such charges already provided for in this Lease.
 5. **Percentage Rent**
 - (a) "Gross Sales" shall mean the total amount of the actual sales price, whether for cash or credit, of all sales of goods and services made at the Premises, without any exclusions, and including without limitation, all orders, including internet orders, received, placed or filled at the Premises provided, however, that sales tax received shall be excluded. Tenant shall record all sales in accordance with generally accepted accounting practices.
 - (b) Tenant shall pay Percentage Rent as follows: a. IF TENANT PAYS PERCENTAGE RENT BASED UPON A PERCENTAGE RENT BREAKPOINT FOR THE TERM, Tenant shall pay Landlord the Percentage Rent Rate of all Tenant's Gross Sales during the Term which are in excess of the Percentage Rent Breakpoint. Tenant shall pay Percentage Rent beginning with the first month of the Term in which the aggregate amount of Gross Sales exceeds the Percentage Rent Breakpoint, and Tenant shall pay Percentage Rent for each month thereafter during the Term. Within two (2) days after the end of each calendar week (i.e., the seven day period ending on Sunday) during the Term, Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for said week and within fifteen (15) days after the end of each month of the Term Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the month, together with the amount of any Percentage Rent due for the month. Tenant shall, within 15 days after the end of the Term, furnish Landlord a statement certified by Tenant of

Tenant's Gross Sales for the Term; together with the amount of any additional Percentage Rent due. **h. IF TENANT PAYS PERCENTAGE RENT BASED UPON A MONTHLY PERCENTAGE RENT BREAKPOINT,** Tenant shall pay Landlord the Percentage Rent Rate of all Tenants' Gross Sales during each month of the Term which are in excess of the Percentage Rent Breakpoint. Within two (2) days after the end of each calendar week during the Term, Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for said week and within fifteen (15) days after the end of each month of the Term Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the month, together with the amount of any Percentage Rent due for the month. **c. IF TENANT PAYS ONLY PERCENTAGE RENT UNDER THIS AGREEMENT AND DOES NOT PAY BASE RENT** (such that there is no Percentage Rent Breakpoint), Tenant shall pay Landlord for each week or partial week the Percentage Rent Rate of all Gross Sales in said week. Tenant shall within two (2) days after the end of each calendar week deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the week, together with the amount of the Percentage Rent due for the week. Also, Tenant shall, within fifteen (15) days after the end of the Term, furnish a certified statement of Gross Sales for the Term, together with any additional Percentage Rent due. (c) Tenant shall retain all Gross Sales records for each year for at least three (3) years following the end of the year. Tenant shall make all Gross Sales records, as well as copies of all sales tax reports, available to Landlord upon demand, and shall answer questions Landlord may have regarding such records. If any review of Tenant's Gross Sales records by Landlord shows an underpayment of Percentage Rent due Landlord, Tenant shall pay the amount of the deficiency upon demand by Landlord, together with interest from the date the deficient amount was originally due at the Default Interest Rate.

6. Interest and Late Charge. If Tenant shall fail to make any payment of Rent to Landlord when due, interest on said late payment shall accrue at the rate ("Default Interest Rate") of one and one-half percent (1-1/2%) per month, or the highest rate permitted by applicable law, whichever is less, from the date said payment was due, and said interest shall become due and payable on the first day of the month following the month in which said payment was due. In addition to any interest charges due on account thereof, if Tenant shall fail to make any payment of Rent or any other charge to Landlord when due, Tenant shall pay Landlord a late charge of four percent (4%) of the overdue amount, but not less than Fifty Dollars (\$50.00), which late charge shall become immediately due and payable. The aforesaid interest and late charges shall not limit Landlord's other rights and remedies provided for herein on account of Tenant's failure to make payment when due.

7. Opening for Business. Tenant shall complete all of Tenant's required work, and shall open for business at the Premises, properly stocked and adequately staffed, by the Required Opening Date.

8. Work at Premises.
(a) Tenant takes the Premises in an "as is" condition. **a. IF THIS AGREEMENT IS FOR A KIOSK,** and if a kiosk structure currently exists at the Premises, Tenant shall take said kiosk in an "as is" condition, except that Tenant shall be required to renovate, upgrade and redecorate the kiosk as may be reasonably necessary in order that the kiosk be in first-class condition. If a kiosk structure does not currently exist at the Premises, Tenant at its sole cost and expense shall construct a kiosk at the Premises in accordance with such criteria as Landlord may furnish Tenant. Tenant shall not commence construction of the kiosk until Landlord has consented in writing to Tenant's plans and specifications for the kiosk. Tenant shall perform the construction work for the kiosk only at such times as are approved in advance by Landlord. **b. IF THIS AGREEMENT IS FOR AN RMU,** unless Landlord furnishes the RMU, Tenant shall at its cost provide an RMU. The design and appearance of Tenant's RMU shall be subject to Landlord's advance written consent. **c. IF THIS AGREEMENT IS FOR AN IN-LINE SPACE,** Tenant shall perform any work to the Premises necessary to make the Premises suitable for Tenant's operations. All such work shall be subject to Landlord's advance written approval.

(b) Tenant shall not make any alterations to the kiosk or RMU or the in-line space (as the case may be) without Landlord's advance written consent. Tenant shall pay all taxes based on any property of Tenant, real or personal, which shall at any time be in the Premises or any other part of the Center, including Tenant's installations, additions, improvements, fixtures and personal property. Tenant shall not suffer any mechanic's lien to be filed against the Premises or any other part of the Center by reason of any work, labor, services, or materials performed at or furnished to the Premises for Tenant or anyone holding the Premises through or under Tenant. If a mechanic's lien shall be so filed, Landlord may remove it at Tenant's expense.

9. Utilities. Tenant shall be responsible for obtaining electrical service at the Premises and shall pay all bills therefor when due provided, however, if Landlord shall elect to furnish electricity to Tenant, Landlord shall make available to Tenant at the Premises electrical current for use in Tenant's business and Tenant shall pay for said electrical service as billed by Landlord, or as set forth in Paragraph 11 if set forth therein. Landlord shall not be required to provide telephone or any other utilities to the Premises.

10. Maintenance and Use of Premises. Tenant shall at all times observe the following rules and regulations with respect to the Premises: (a) Tenant shall maintain the Premises and the area around it in a clean, sanitary, attractive and safe condition and in good repair; (b) Tenant shall not perform any act or carry on any practice which constitutes a nuisance to persons at the Premises or the Center or which Landlord shall otherwise determine to be offensive or dangerous; (c) Tenant shall store all trash and garbage at the locations designated by Landlord and shall not burn any trash or garbage in or about the Premises or anywhere else in the Center; (d) Tenant shall at all times comply with all laws, rules and regulations pertaining to the Premises or the conduct of Tenant's business thereat promulgated by any governmental agency having jurisdiction with respect thereto (including, without limitation, the Americans with Disabilities Act); (e) Tenant shall not permit loudspeakers, televisions, phonographs, radios, flashing lights or other devices to be used in a manner so as to be heard or seen outside of the Premises; (f) Tenant shall perform all loading and unloading of goods only at such times and in such areas as is designated by Landlord for such purpose; (g) Tenant shall not distribute any handbills or other advertising material in the Center; (h) Tenant and its employees shall park their cars only in such portions of the parking lots serving the Center as Landlord shall designate to Tenant; (i) Tenant shall not permit food or beverage to be consumed at the Premises; and (j) Tenant shall be responsible at Tenant's cost with maintaining the HVAC equipment which exclusively serves the Premises, including HVAC units, in good working order during the Term, which maintenance shall include preventative maintenance at least once every six (6) months on said equipment by qualified contractors approved and designated by Landlord and k) Tenant shall not use, bring upon, or generate at the Premises any substance which is now or hereafter deemed hazardous or toxic by any governing or regulatory body having jurisdiction. Tenant shall comply with such other reasonable rules and regulations as Landlord may from time to time adopt with respect to the Center.

11. Signs; Merchandising. Tenant shall not inscribe, paint or affix any sign, advertisement, display or notice on any part of the Premises, the kiosk or RMU or the Center, except as Landlord may approve in advance in writing. Landlord may require Tenant to install a sign pursuant to Landlord's criteria. Further, Tenant shall comply with Landlord's criteria with respect to merchandising of the Premises, including, without limitation, for an in-line space, the display in the store and the storefront window and, for an RMU and kiosk, the arrangement and design of merchandise and displays within and on the counters of the RMU or kiosk, and Tenant shall obtain Landlord's advance written consent to all aspects of the merchandising of the Premises. Where Landlord has designated a consultant, Tenant understands that Tenant must use and pay the consultant for all aspects of the consulting process including, without limitation, initial consultation, preparation of plans to send to Landlord, and merchandising/final set-up. The signage and merchandising for the Premises shown on Exhibit B is approved by Landlord. (If no Exhibit B is attached, then no signage or merchandising has heretofore been approved by Landlord.) Any change by Tenant to any signage and merchandising previously approved by Landlord shall require Landlord's advance written consent. Landlord may require Tenant to make changes to the merchandising of the Premises from time to time. Tenant shall, with the delivery to Landlord of signed leases, pay Landlord the Merchandising/Sign Fee set forth in Paragraph 11.

12. Hours of Operation. Tenant shall be open for business at the Premises during the entire Term at such hours and on such days and evenings of the week as may be determined by Landlord to be in the interests of the Center as a whole. For any day Tenant shall fail to be open the full hours required by Landlord, Tenant shall pay Landlord a fee of \$50.00, without limitation to any other rights and remedies of Landlord. Tenant shall at all times maintain a fully stocked supply of inventory, and shall otherwise diligently operate its business at the Premises during the Term.

13. Access to Premises. Landlord reserves the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, or the use thereof by Tenant, or for making emergency repairs. The exercise by Landlord of any of its rights herein shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises.

14. Insurance. Tenant shall maintain in full force and effect during the Term, and any time prior to the beginning of the Term it does any work at the Premises, commercial general liability insurance with respect to personal injury or death or property damage or destruction occurring at the Premises or arising out of Tenant's use of the Premises or otherwise arising out of any act or occurrence at the Premises. Said insurance shall be in an amount of at least Two Million Dollars (\$2,000,000) combined single limit for an in-line space, One Million Dollars (\$1,000,000) combined single limit for kiosks or RMU, and shall include workers compensation insurance as required by statute and employer's liability insurance in an amount of at least \$500,000 per occurrence. Tenant shall also maintain insurance insuring the kiosk or RMU (as the case may be) and Tenant's inventory, fixtures and other personal property at the Premises covering damage by fire or other casualty in such property. Said insurance shall be in amounts not less than the full replacement cost of such property. If any contractor of Tenant performs any work at the Premises, said contractor shall also obtain the foregoing insurance. All the policies for the foregoing insurance shall name Landlord, and such other parties as Landlord may designate, as additional insured (including all parties referenced in Paragraph 14 above). Prior to the Commencement Date and at such times as the policies are to expire, Tenant shall furnish Landlord with certificates of insurance evidencing that such insurance is in effect or has been renewed, as the case may be. Tenant hereby waives all subrogation rights of its insurance carriers in favor of Landlord, its partners, officers, employees, and agents, and shall obtain from its insurer a waiver of subrogation in favor of Landlord and such other parties as Landlord designates as additional insured with respect to all such insurance.

15. Waiver of Claims and Indemnity. To the extent not prohibited by law, Tenant shall indemnify, defend and save harmless Landlord from and against any and all liability, claims, damages, costs and expense, including without limitation, attorneys' fees, resulting from or in connection with Tenant's use or occupancy of the Premises and Tenant waives all claims against Landlord for injury to persons, damage to property or to any other interest of Tenant sustained by Tenant or any person claiming through Tenant resulting from any occurrence in or upon the Premises or the Center including, without limitation, any interruption in any utility service or any alleged failure to provide adequate security services. It is understood that all persons and property brought, invited or permitted upon the Premises

by Tenant in connection herewith shall be at the sole (Tenant, and Tenant shall) save Landlord harmless from . . . and all liability arising from or in connection therewith. For purposes of this paragraph, the term "Landlord" shall mean and include Landlord and its and their partners, officers, directors, employees, agents, tenants and customers at the Center.

16. **Assignment.** Tenant shall not sell, assign, mortgage, pledge or in any manner transfer this Agreement or any interest herein, nor subset or license all or any part of the Premises, by operation of law or otherwise. Landlord may assign this Lease.

17. **Substitute Space; Termination; Damage.** At any time hereafter, including prior to the Commencement Date, Landlord may substitute for the space designated herein as the Premises (the "current space") other space at the Center (hereinafter referred to as the "new space") and Tenant shall pay the expenses for moving from the current space to the new space. Also, Landlord may terminate the Term at any time (including prior to the Commencement Date) upon two (2) days' notice. If the Premises are damaged by fire, explosion, or other casualty or occurrence Landlord may by notice to Tenant elect to repair the Premises (in which event Tenant shall promptly reopen for business after completion) or terminate the Term. In the event of termination by Landlord pursuant hereto, Tenant shall be entitled to a pro rata refund of any advanced rental payments made by Tenant.

18. **Default.** If (i) Tenant shall fail to pay when due any installment of Rent due hereunder, or (ii) if Tenant shall fail to perform or comply with any other term, condition or covenant on the part of Tenant to be observed herein, then, in any such event, Tenant shall be in breach hereunder and Landlord, at its option, any time thereafter, may terminate this Lease by notice to Tenant and, upon service of said notice, this Lease and the Term hereunder shall be terminated and Tenant shall immediately vacate the Premises in accordance with the provisions of this Lease. If Tenant shall fail to vacate the Premises at the expiration of the Term, whether after Tenant's breach or otherwise, Landlord may re-enter the Premises and remove Tenant and all persons, fixtures and property occupying the Premises and Landlord shall not be liable for any damages resulting therefrom. Upon a breach by Tenant hereunder Landlord shall also have all other rights available to it at law or equity. If Landlord shall terminate this Lease after breach by Tenant, without limitation to any other right or remedy of Landlord, Tenant shall be liable to Landlord, as liquidated damages and not as a penalty, for a sum of money equal to the value of all Rent due hereunder for the remainder of the Term less the fair market value of the Premises for the remainder of the Term, taking into account, without limitation, the period of time it would reasonably take Landlord to find a replacement tenant satisfactory to Landlord, in Landlord's sole discretion, for the Premises. Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord and its agents in successfully enforcing the covenants and agreements of this Lease. If Tenant shall fail to comply with and perform any of Tenant's obligations herein contained, Landlord shall have the right, but not the obligation, to perform any such obligations, and Tenant shall pay to Landlord on demand, as additional rent, a sum equal to the amount expended by Landlord in the performance of such obligations.

19. **Surrender of Premises.** Upon the expiration of the Term Tenant shall surrender the Premises to Landlord in the same or better condition as the Premises were in upon delivery to Tenant, reasonable wear and tear excepted, and in a neat, clean and orderly condition and in good repair. Tenant shall remove any and all merchandise and other personal property of Tenant from the Premises at the expiration of the Term. If this Lease is for a kiosk or RMU, Tenant may remove the kiosk or RMU only if Tenant itself had installed the same. If Tenant does not remove its property as herein provided such property shall be deemed abandoned by Tenant and Landlord may dispose of same as it sees fit. Tenant shall not remove from the Premises any property that is not personal property, and in no event shall Tenant remove any property that was in the Premises at the time possession was delivered to Tenant, such as existing slet wall, track lights and cases. If Tenant shall fail to surrender the Premises upon the expiration of the Term, Tenant shall pay Landlord, as liquidated damages and not as a penalty, a sum equal to twice the Rent provided for in this Lease, prorated on a per diem basis, provided, in no event shall Tenant be liable for less than fifty dollars (\$50.00) per day, for all the time Tenant shall so retain possession of the Premises beyond the expiration of the Term plus any additional payments provided for in this Agreement.

20. **Landlord Cure Right.** If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to force majeure circumstances. If Landlord shall fail to cure within the time permitted for cure herein, Landlord shall be subject to such remedies as may be available to Tenant (subject to the other provisions of this Lease), provided Tenant shall in no event have the right of self-help to perform repairs or any other obligation of Landlord and, further, Tenant shall have no right to withhold, set-off, or abate Rent, or to terminate the Lease on account of an alleged default by Landlord.

21. **Limitation of Landlord's Liability.** Any liability of Landlord for the purposes hereof (including without limitation Landlord's partners, directors, officers, affiliates, agents and employees) to Tenant shall be limited to the interest of Landlord in the Center and Tenant agrees to look solely to such interest for the recovery of any judgment, it being intended that Landlord shall not be personally liable for any deficiency or judgment.

22. **Security Deposit.** Tenant shall deposit with Landlord a Security Deposit in the amount set forth in Paragraph 1K above to secure Tenant's performance of each and every covenant and agreement to be performed by Tenant hereunder. Landlord shall have the right, at its option, to apply all or part of the Security Deposit toward the payment of the amounts required to remedy any default of Tenant in the payment of Rent or in the performance of any other covenant or agreement contained herein, provided, however, the existence of the Security Deposit shall not affect the rights of the Landlord in the event of any such nonpayment or failure to perform, nor shall the same in any way limit Tenant's responsibility therefore, and shall not preclude or extinguish any other right or remedy to which Landlord may be entitled. If Landlord applies all or part of the Security Deposit, Tenant shall, upon notice from Landlord, pay to Landlord an amount sufficient to restore the Security Deposit to the original full amount. Upon termination of this Lease, Landlord shall reimburse Tenant for the amount of any unused portion of the Security Deposit and in no event shall any interest be due and owing thereon.

23. **Brokerage Fees.** Tenant shall pay and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or charges claimed by any realtor, broker or agent with respect to this Agreement and the negotiation thereof, other than a broker with whom Landlord has signed a written agreement relating to this Lease.

24. **Waiver of Jury Trial.** IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, EACH OF LANDLORD AND TENANT HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS LEASE, THE PREMISES OR THE CENTER. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Tenant each further agree, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding or counterclaim.

25. **Notices.** Notices and demands required or permitted to be given hereunder shall be in writing given by personal delivery or overnight delivery or be sent by certified mail, return receipt requested, addressed, if to Landlord, at the Landlord notice address set forth in Paragraph 1B above, or such other address as Landlord may designate by notice to Tenant from time to time, and, if to Tenant, at the address for Tenant set forth in Paragraph 1C above. Notices and demands shall be deemed to have been given when mailed or sent by overnight delivery or, if made by personal delivery, then upon such delivery.


26. **Miscellaneous.** Landlord reserves the right at any time to install additional kiosks and RMU at the Center, change the location or character of or make alterations in or additions to the common areas or other parts of the Center and otherwise alter, repair or reconstruct or change the common areas or other parts of the Center. The failure of Landlord to insist upon performance by Tenant of any of the terms, conditions and covenants hereof shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. All obligations (including indemnity obligations) herein shall survive the expiration of this Lease. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. This Lease shall be construed in accordance with the laws of the state in which the Center is located. The submission of this Lease for examination or execution does not constitute an offer or a reservation or an option for the Premises, and this Lease shall become effective only upon execution by Landlord and delivery thereof to Tenant. This Lease contains all of the agreements between the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. Neither party shall record this Lease.

Space is left blank intentionally. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written

TENANT:

Tony Thomas(individual) DBA Stuff Store

By: 

Name Printed: Tony Thomas

Title: President

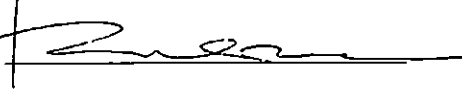
Date: 11-1-16

Attachment (s): Exhibit A—Lease Plan

LANDLORD:

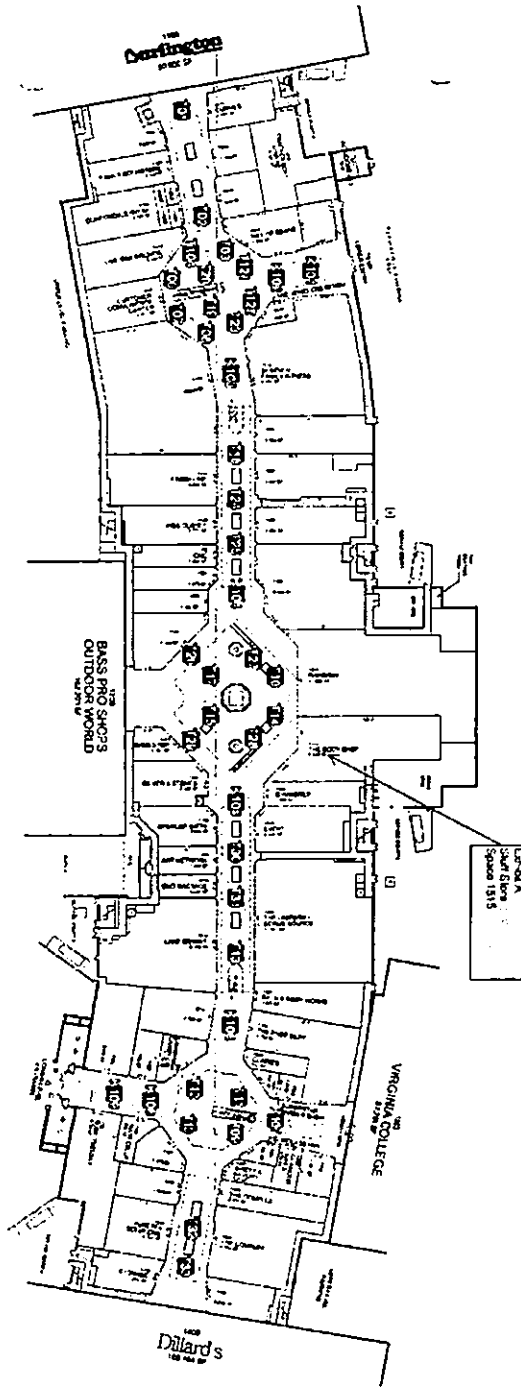
Savannah Mall Realty Holding I.L.C

By: Mike Kohen

By: 

Date: 3/24/17

- Electric
- Electric & Phone
- No Electric or Phone
- Common Area
- Service Hallway



NO.	DATE	DESCRIPTION
101	11/11/88	REVISION
102	11/11/88	REVISION
103	11/11/88	REVISION
104	11/11/88	REVISION
105	11/11/88	REVISION
106	11/11/88	REVISION
107	11/11/88	REVISION
108	11/11/88	REVISION
109	11/11/88	REVISION
110	11/11/88	REVISION
111	11/11/88	REVISION
112	11/11/88	REVISION
113	11/11/88	REVISION
114	11/11/88	REVISION
115	11/11/88	REVISION

NO.	DATE	DESCRIPTION
101	11/11/88	REVISION
102	11/11/88	REVISION
103	11/11/88	REVISION
104	11/11/88	REVISION
105	11/11/88	REVISION
106	11/11/88	REVISION
107	11/11/88	REVISION
108	11/11/88	REVISION
109	11/11/88	REVISION
110	11/11/88	REVISION
111	11/11/88	REVISION
112	11/11/88	REVISION
113	11/11/88	REVISION
114	11/11/88	REVISION
115	11/11/88	REVISION

LOWER LEVEL

SCALE: 1/8" = 1'-0"



SAVANNAH MALL

SAVANNAH, GA 31419

NO.	DATE	DESCRIPTION
101	11/11/88	REVISION
102	11/11/88	REVISION
103	11/11/88	REVISION
104	11/11/88	REVISION
105	11/11/88	REVISION
106	11/11/88	REVISION
107	11/11/88	REVISION
108	11/11/88	REVISION
109	11/11/88	REVISION
110	11/11/88	REVISION
111	11/11/88	REVISION
112	11/11/88	REVISION
113	11/11/88	REVISION
114	11/11/88	REVISION
115	11/11/88	REVISION

LEASE PLAN URBAN

MANAGEMENT AGENTS

11/11/88

Exhibit E

Kim Kroscavage

From: Jeanne Marsh [<mailto:jmarsh@savannahmall.com>]
Sent: Friday, February 16, 2018 4:33 PM
To: 'RENAISSANCE BUS ADVERTISING'
Subject: RE: Unit 1515

So as settlement you want partner/owner to provide:

(let me know which you choose)

Two separate spaces (Old mall office rent would be \$250/month and as previously discussed space on Dillard's end 1306 would be \$250.00/month) (free for March and April 2018)

OR

just one space for storage only/front windows need pipe and drape (old Disney for \$500.00/month) (free for March and April)

Waive the January, 2018 and February, 2018 rent of \$800.00/month for space 1515 - your property to be removed asap (at Tenant's expense) and any damaged property left behind after returning key to Mall Management for space 1515 becomes property of Savannah Mall so that we can contract with ServPro or Chem-Dry to remove same and clean/sanitize area

Jeanne C. Marsh
Savannah Mall

14045 Abercorn Street, Box 3
Savannah, Georgia 31419
jmarsh@savannahmall.com
(912)-927-4919 phone
(912)-927-0434 fax

From: RENAISSANCE BUS ADVERTISING [<mailto:renaissancesav@aol.com>]
Sent: Friday, February 16, 2018 1:33 PM
To: jmarsh@savannahmall.com
Subject: Re: Unit 1515

Jeanne:

We are headed in the right direction but 2800 square feet is not sufficient. #1515 is almost 6,000 square feet. We will need another unit. What is up with the unit on the Dillard's end that we looked at before? These two units (as long as there is no flooding or leaking going on) should provide us with adequate storage and frees up the center court space.

My earliest timeline to begin moving now is next week and will take several days in order to do so.

Tony

-----Original Message-----

From: Jeanne Marsh <jmarsh@savannahmall.com>
To: 'RENAISSANCE BUS ADVERTISING' <renaissancesav@aol.com>
Sent: Fri, Feb 16, 2018 1:13 pm
Subject: RE: Unit 1515

So as settlement you want partner/owner to provide:

old mall office (has not had any leaks since we moved out in 2015 it is 2800 square feet can provide) free storage rent for March and April (I have to get Isiah to get a few items out of there-today if this is agreeable)

Waive the January, 2018 and February, 2018 rent of \$800.00/month for space 1515 - your property to be removed asap (at Tenant's expense) and any damaged property left behind after returning key to Mall Management for space 1515 becomes property of Savannah Mall so that we can contract with ServPro or Chem-Dry to remove same and clean/sanitize area

Please let me know your timeline so I can make the old mall management office available to you at and so we can contract to have space 1515 cleaned at earliest available time

Jeanne C. Marsh
Savannah Mall
14045 Abercorn Street, Box 3
Savannah, Georgia 31419
jmarsh@savannahmall.com
(912)-927-4919 phone
(912)-927-0434 fax

From: RENAISSANCE BUS ADVERTISING [<mailto:renaissancesav@aol.com>]
Sent: Friday, February 16, 2018 12:32 PM

To: jmarsh@savannahmall.com

Cc: RenaissanceSAV@aol.com

Subject: Re: Unit 1515

Jeanne:

As I have an interested party in renting the old Disney Store and is a store front and cannot be used for storage, I cannot provide that space - however, I can provide the old mall management office in service court 7 with two exterior entrances that was offered to you last Saturday as temporary storage for your belongings...

How big is the office? Wasn't one of the guiding reasons for moving the mall office years ago flooding and sewage backups? I really don't want to continue to have flooding issues. Having experienced over 6 events in #1515: having experienced the level of damage that we have suffered and to this point have not been made whole on as promised by 'old' management and now - this extraordinary loss with the current management; we just want to be out of #1515. This unit should not even be rented to anyone without a disclosure of the flooding issue that has been going on for years - from the ceiling and the floor.

The total amount of rent owed on this unit is \$800 from January and February rent of \$800. What I have offered is extremely fair to the Mall: your ownership; and hopefully prevents any further loss to either parties.

That offer is again:

The mall forgoes rent for January/February and provides us storage equal to or near the same square footage as #1515 for a period of 2 months at no cost. I hoped for one space but left that to you whether one unit or 2 or whatever was convenient with the need to be on the ground floor and with a backdoor entrance preferably close to that unit (1515). I also stated that we would move our own belongings (at no cost to the mall), unencumbered by interference from the mall, and whatever we deemed could be salvaged at our expense - leaving only the damaged items and unit clean up and damages to the malls responsibility. A initial estimate of just merchandise damage to this point could top \$7,000.00 to \$10,000.00 and that's just on this past incident. That figure does not include efforts we have already made to include labor.

With the passage of a week. I thoroughly believe this is fair in light of the situation.

Tony Thomas
Stuff Store, Inc.

Jeanne C. Marsh
Savannah Mall
14045 Abercorn Street, Box 3
Savannah, Georgia 31419
jmarsh@savannahmall.com
(912)-927-4919 phone
(912)-927-0434 fax

Exhibit F

STORAGE LICENSE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2018, Savannah Mall Realty Holding, LLC d/b/a Savannah Mall ("Landlord") and Tony Thomas d/b/a Stuff Store ("Tenant").

1. **Existing Lease.** The parties hereby acknowledge that they have heretofore entered, or are contemporaneously herewith entering, a certain lease dated March 23, 2017 (the "Lease") for premises known as Space 1116 (the "Premises") located at Savannah Mall Shopping Center in Savannah, Georgia (the "Center").

2. **License.** Landlord hereby grants to Tenant a license to use that certain storage space known as Space 1534 ("Storage Space") at the Center. The term of such license, (the "Term") shall commence on March 1, 2018 and expire on the earlier of February 28, 2019 or the date that the term of the lease ends. As consideration for the Storage Space, during the Term of this license Tenant shall pay Landlord a monthly fee of \$500.00 (March and April, 2018 Free), said fee to be due on or before the first day of each calendar month during the Term. Any initial or final partial month shall be prorated. Landlord reserves the right to increase such fee from time to time during the Term to such monthly rates for comparable storage space as Landlord may from time to time establish at the Center and, if Landlord so increases the monthly fee hereunder, Tenant shall have the right to cancel this Agreement upon thirty days' notice, unless within such thirty-day period Landlord revokes such increase in the fee. Notwithstanding anything contained herein to the contrary, Landlord may terminate the agreement at any time upon two (2) days prior notice to tenant.

3. **Use.** Tenant shall use the Storage Space only for purposes of storing equipment, inventory or other items normally used in Tenant's business. All items stored in the Storage Space shall be elevated at least six inches above the floor on wooden pallets, and shall be at least eighteen inches below the bottom of all sprinklers located in the ceiling of the Storage Space, if any. Any boxes shall not be stacked more than seven feet high. Tenant shall not store anything in the Storage Space which is unsafe or which otherwise may create a hazardous condition, or which may increase Landlord's insurance rates, or cause a cancellation or modification of Landlord's insurance coverage. Without limitation, Tenant shall not store any flammable, combustible or explosive fluid, chemical or substance nor any perishable food or beverage products, except with Landlord's prior written approval. Landlord reserves the right to adopt and enforce reasonable rules and regulations governing the use of the Storage Space from time to time. Tenant shall properly and at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting the use of the Storage Space. **Tenant will have electric service transferred upon possession of the space into Tenant's name.**

4. **Subleasing and Assignment.** Tenant shall not, without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion, assign, mortgage, pledge, hypothecate, encumber or permit any lien to attach to, or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, nor sublet the Storage Space, nor permit the use thereof by any parties other than Tenant and its employees. Any such transfer without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect.

5. **Miscellaneous.** Landlord may, at its option, upon at least 30 days' advance written notice to Tenant, at Tenant's cost, change the Storage Space hereunder to other storage space at the Center comparable to the Storage Space herein. Tenant agrees to accept the Storage Space "as is", and Landlord shall have no obligation to maintain or repair the same. Tenant shall extend all of its insurance policies required under the Lease to include the Storage Space, and the property to be located therein. Upon request, Tenant shall provide Landlord with certificates or other satisfactory evidence of such insurance. Landlord shall have no liability whatsoever for any damage to property or any other items located in the Storage Space, nor for any personal injuries or death arising out of any matter relating to the Storage Space, and in all events, Tenant agrees to look first to its insurance carrier for payment of any losses sustained in connection with Tenant's use of the Storage Space. More particularly, but without limitation, Landlord shall have no liability for loss of or damage to any property by theft, vandalism, fire, explosion, falling plaster, steam, gas, electricity, water, rain, bursting of pipes, seepage, dampness, or any other cause. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord and its agents. If Tenant shall default under this Agreement, Landlord shall have the right to cancel this Agreement on five days' written notice, unless within such five day period Tenant cures such default. If Tenant defaults with respect to the same term or condition under this Agreement more than two times during any twelve month period, and Landlord provides written notice to Tenant promptly after each such default, the next default of such term or condition during the succeeding twelve month period shall, at Landlord's election, constitute an incurable default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under the Lease. **(ALL OF THE DEFAULT AND NOTICE PROVISIONS OF THE LEASE ARE HEREBY INCORPORATED HEREIN AS THOUGH FULLY SET FORTH HEREIN EXCEPT TO THE EXTENT EXPRESSLY INCONSISTENT HEREWITH).** Any default by Tenant under the Lease shall be a default under this Agreement, and any default under this Agreement shall be a default under the Lease. Any liability of Landlord for the purposes hereof (including without limitation Landlord's partners, directors, officers, affiliates, agents and employees) to Tenant shall be limited to the interest of Landlord in the Center and Tenant agrees to look solely to such interest for the recovery of any judgment, it being intended that Landlord shall not be personally liable for any deficiency or judgment. This Agreement (including the provisions of the Lease incorporated herein), represents the

entire agreement between the parties respecting the matters contained herein. There have been no additional oral or written representations or agreements.

TENANT:

Tony Thomas d/b/a Stuff Store Storage

LANDLORD:

Savannah Mall Realty Holding, LLC

By: _____
Tony Thomas
Store Owner

By: _____

Exhibit G

GILBERT, HARRELL, SUMERFORD & MARTIN

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
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POST OFFICE BOX 190
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September 19, 2018

VIA FEDERAL EXPRESS-
OVERNIGHT DELIVERY

Tony Thomas
12411 White Bluff Rd
Savannah, GA 31419

Tony Thomas
18 Vernonburg Road
Savannah, GA 1419

Dear Mr. Thomas:

Please be advised that our law firm represents Savannah Mall Realty Holding LLC d/b/a Savannah Mall, to whom you are indebted in the amount of \$28,867.15 arising out of and related to those certain lease agreements for the premises known as Savannah Mall Shopping Center, Space Numbers 1116, 1120, 1534 and 2506, 14045 Abercorn Street, Savannah, GA 31419 representing unpaid rent.

On behalf of Savannah Mall Realty Holding LLC, you are hereby advised that unless your remittance in cash or certified funds in the amount of \$28,867.15 is received by this office within ten (10) days of your receipt of this letter, we shall have no alternative but to take immediate legal action for the collection of this claim, and to exercise all remedies as provided in the aforesaid lease agreements and by law.

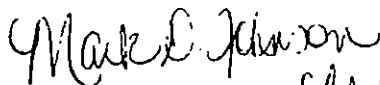

You are hereby further advised that if the above described payment is not made, you have ten (10) days from date of receipt of this letter to surrender said premises to my client and to remove all of your effects therefrom. Demand for possession of the premises is hereby made. In the event payment or surrender of said premises is not made as required herein, action shall be taken pursuant to the terms of O.C.G.A. §§ 44-7-50 to 44-7-57 to have you dispossessed forthwith from said premises. Such dispossessory action is in addition to all other rights and remedies of my client for collection of the unpaid rental.

The leases provide that no failure of my client to exercise any power given my client, or to insist upon strict compliance by you, as tenant, with your obligation thereunder, and no custom or practice of the parties at variance with the terms thereof shall constitute a waiver of my client's right to demand exact compliance with the terms thereof; accordingly, demand is hereby further made for the payment of rental on the due date, as specifically provided in said lease agreement, commencing with the next installment of rental payable thereunder.

Pursuant to O.C.G.A. § 13-1-11, unless you make payment in full of the principal in the total amount of \$28,867.15 within ten (10) days from receipt of this notice, the holder of the indebtedness will seek to enforce collection of the principal, interest (if any), and attorney fees as provided by contract.

This matter demands your immediate attention.

Sincerely yours,


Mark D. Johnson 

/kmk