

STATE OF GEORGIA)

COUNTY OF CHATHAM)

COMMERCIAL LEASE

This Lease is made between LIFESTYLES OF SAVANNAH REAL ESTATE, LLC, a Georgia limited liability company ("Landlord") whose address is 126 Belfair Oaks Blvd, Bluffton, SC 29910 and NAMS Enterprises, Inc a Georgia Corporation ("Tenant") whose address is 2011 Waters Ave, Savannah, Georgia 31404.

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Certain Definitions. As used in this Lease,

(a) "Building" shall mean the building commonly known as 2011 Waters Avenue, Savannah, Georgia 31404.

(b) "Lease Year" shall mean a period of twelve (12) consecutive months Beginning October 1 and ending September 30.

(c) "Premises" shall mean 2011 Waters Avenue, Savannah, GA as shown on the demised area cross-hatched and/or identified on Exhibit A and by this reference made a part hereof having an approximate floor area of 7,029 square feet.

(d) "Property" shall mean the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with all improvements located thereon.

(e) "Pro-Rata Share" shall mean twenty three (30) percent.

2. Premises. Landlord demises unto Tenant and Tenant rents from Landlord the Premises. The parties agree that the Premises shall be deemed to be 7,029 square feet and that Base Rent pursuant to Section 4 (a) shall be based on this square footage. The Premises do not include any exterior walls, the roof, the real property beneath the Building or the air space above the Building. The right to place, maintain, repair and replace utility lines, shafts, stacks, pipes, conduits, ducts, or other Building facilities under, over, upon or through the Premises, as may be reasonably necessary for the servicing of the Premises or other portions of the Building, are expressly reserved to Landlord. No easement or right for light, air, or view is granted hereunder.

9/30/2021

3. **Term; Renewal Term.** The Term of this Lease shall be eight (8) years commencing on October 1, 2008 ("Commencement Date") and expiring on September 30, 2016 ("Expiration Date"). Provided that Tenant is not then in default hereunder, Landlord hereby grants Tenant an option to extend its rights with respect to the Premises for one (1) additional periods of five (5) years ("Renewal Term"). The same terms and conditions as those applicable to the original Term of this Lease shall apply to the Renewal Term, except that the Base Rent shall be adjusted pursuant to Section 4(a) herein. Tenant may extend this Lease at the expiration of the Term by giving Landlord not less than one hundred eighty (180) days prior written notice of its intention to renew this Lease.

6 mos
notice =
March 2016

4. **Annual Base Rental.**

(a) **Base Rent.** Tenant shall pay without demand, deduction or set-off, minimum Base Rent for the Premises beginning on the Commencement Date, which shall be due and payable in monthly installments, in advance, along with all payment of Additional Rent pursuant to Section 11, Section 15, Section 16 (b) and Section 21 of the Lease on the first day of each calendar month as follows:

October to February 2009 Monthly Base Rent	\$4,610
Current Common Maintenance Estimate	500
Total Monthly Payment	\$5,110
February to September 2009 Monthly Base Rent	\$4,635
Current Common Maintenance Estimate	500
Total Monthly Payment	\$5,135

The Total Monthly Base Rent for each subsequent Lease Year of the Term or the Renewal Term, as the case may be, shall be increased, but in no event decreased, to the lesser of (i) the minimum base rent in effect for the Lease Year then expiring increased by three percent (3%) or (ii) the Consumer Price Index (U.S. City Average 1982-84=100 - All Items) as published monthly by the Bureau of Labor Statistics of the U.S. Department of Labor. The increase in the Consumer Price Index shall be computed by using the CPI for the month ending sixty (60) days prior to the beginning of each Lease Year, divided by the CPI for the month ending sixty (60) days prior to the beginning of the preceding Lease Year minus one (1). In the event such a Consumer Price Index is not available, the Landlord and Tenant agree to substitute therefore reliable, non-partisan governmental or other publications of authorities in arriving at adjustments which would reasonably approximate the adjustment which would have occurred had the Consumer Price Index in its present form continued to be available.

(b) **Place of Payment.** The rental provided for herein shall be paid to Lifestyle Management LLC, in lawful money of the United States of America to 126 Belfair Oaks Blvd., Bluffton, S.C. 29910, or at such other address or to such other person as Landlord may from time to time designate in writing.

(c) Late Payment. In the event any payment of rent or any other payment required to be made by Tenant to Landlord is received and accepted by Landlord more than ten (10) days after the due date, the Tenant shall pay a late charge equal to ten percent (10%) of the amount in arrears. The late charge shall be deemed to be additional rent and shall be due and payable immediately, but no later than the due date for the next installment of rent. Landlord's failure to demand payment of the late charge shall not be a waiver of Tenant's obligation to pay the late charge to Landlord upon demand at a later date.

(d) Security deposit. Tenant, upon execution of this Lease, shall deposit with Landlord the Security Deposit in the amount of (None). Said deposit shall be held by Lifestyle Management, LLC, without liability for interest, as security for the faithful performance by Tenant of the terms, covenants, and conditions of this Lease by Tenant to be kept and performed during the term hereof. If, at any time during the term of this Lease, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at Landlord's sole option, apply any portion of said deposit to the payment of such overdue rent or other sum without prior notice to Tenant. In the event the entire deposit, or any portion thereof, is applied by Landlord to the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, remit to Landlord a sufficient amount in cash to restore said security deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after such demand is received shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it becomes due, and all other sums payable by Tenant to Landlord hereunder, said deposit shall be refunded in full to Tenant within fifteen (15) days of the Expiration Date or upon the earlier termination of this Lease pursuant to the mutual agreement of the parties hereto. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises in the event that such interest shall be sold and thereupon, Landlord shall be discharged from any further liability with respect to such deposit.

5. **Use.** Tenant shall have the right to use the Premises as a retail beauty supply, hair accessories, health and beauty aids, including hair and wigs store. It is understood that as long as this Lease is in force, no other Tenant will be allowed to compete in these hair and beauty areas. The one exception is current Tenant, Beauty World, which will not be allowed to expand, but will always retain the right to renew Lease. In addition, if Beauty World does not renew Lease or goes out of business NAMS Enterprises, Inc shall have first option to lease vacated space. Tenant, at its sole cost and expense, shall comply with all of the requirements of municipal, state and federal authorities now or hereafter in force pertaining to Tenant's use of the Premises. Tenant shall not commit waste on the Premises nor do anything which shall cause a cancellation of Landlord's insurance on the Premises. If any use of the Premises by Tenant shall cause Landlord's insurance rates to be increased, Tenant will, on demand, pay the Landlord the amount of any such increase.

6. **Signs.** Tenant shall have the right to erect a sign on the exterior wall of the Building, such sign to be securely attached and parallel to said exterior wall; provided, however, that any sign erected by Tenant shall be approved in writing by Landlord, which approval shall not be unreasonably withheld, shall be in keeping with the scheme of the signs in the vicinity and such

signs shall not be other than customary trade signs identifying the business of the Tenant. The erection of any signs by Tenant shall be subject to and in conformance with all applicable laws, zoning ordinances, and building restrictions or covenants of record. On or before termination of this Lease, Tenant shall remove all signs erected and shall repair any damage or disfigurement, and close any holes, caused by such removal. All signs shall conform to the standards of design, motif and décor from time to time established by Landlord.

7. Condition and Maintenance of Premises.

(a) Leasehold Improvements. Tenant shall at its sole cost and expense be responsible for all interior finish and slatted walls, heating and air conditioning systems, bathroom fixtures, floor coverings, cabinetry and any cosmetic work Tenant deems necessary for its business.

(b) No Representations by Landlord. Landlord has made no representations or warranties with respect to the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as may be expressly set forth herein.

(c) Acceptance by Tenant. Tenant does hereby represent and warrant to Landlord that Tenant is fully acquainted with the nature and conditions of the Premises, including but without limitation the title of Landlord, the manner of construction and the conditions and state of repair of the Premises and the nature and extent of the rights of others with respect thereto, whether by way of easement, rights or rights-of-ways, lease, possession, lien, encumbrance, license, reservation, condition or otherwise. Tenant hereby represents and warrants to Landlord that the Premises and improvements thereto are suitable and adequate in all respects for any and all activities and uses which Tenant may elect to conduct thereon at any time during the term hereof.

(d) Maintenance and Repairs. Landlord shall be responsible for maintaining and repairing the roof, exterior walls, gutters and water spouts of the Premises and shall keep the same in good condition and repair. Landlord shall be under no obligation to perform any such maintenance or make any such repairs unless Tenant shall first have made a demand for same. Any maintenance or repair for which Landlord is obligated to perform or make shall be commenced at the earliest practicable time (not to exceed thirty (30) days from the date of Tenant's demand) and diligently pursued to completion, and in the event Landlord defaults in this regard, Tenant may perform or make such maintenance or repairs and deduct the reasonable cost thereof from future rental payments under this Lease. Landlord shall not be responsible for any of the foregoing if such repairs or maintenance were caused or occasioned by any act or omission of Tenant. Tenant shall be responsible for all other forms of maintenance or repair to the Premises, including without limitation, plate glass and the air conditioning, heating, plumbing and electrical systems and equipment, and Tenant shall cause the same to be maintained in good condition throughout the Term.

city maint
personnel

(e) Tenant's Obligations. Tenant shall at all times maintain the Premises, including but not limited to the interior of the building, and improvements in general, in good repair and tenantable condition. Tenant is responsible for the disposal of trash created by its occupancy and operations in the Premises. Trash shall not be allowed to accumulate but shall be disposed of within a reasonable time by Tenant. In discharging its duty of maintenance and care throughout the term of the Lease, Tenant shall see that the Premises and all improvements thereon are kept free from waste or nuisance. Tenant at its expense shall contract for termite and pest extermination services covering the Premises as reasonably required by Landlord. Tenant shall furnish to Landlord a certificate evidencing such coverage, showing both the beginning and the termination date. The certificate shall be kept current during the term of the Lease. Should Tenant neglect reasonably to perform any of its obligations as set forth in this subsection at all times throughout the term of the Lease, Landlord shall have the right (but not the obligation) to cause any such obligation to be accomplished, and all costs reasonably incurred in connection therewith shall be repaid by Tenant to Landlord as additional rent, due on the next rental installment date.

(f) Right of Inspection. Tenant shall permit Landlord and his agents to enter into and upon the Premises at all reasonable times upon reasonable notice for the following purposes: (i) for the purpose of inspecting or maintaining the same; (ii) for the purpose of making repairs, alterations or additions to the Premises, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required; and (iii) for the purpose of placing upon the Premises any usual or ordinary "For Sale" signs, and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. If Tenant shall not be personally present to open and permit an entry into the Premises, when for any reason an entry therein shall be necessary or permissible hereunder, Landlord or its agents may forcibly enter for emergencies only without rendering Landlord or its agents liable to any claim or cause of action for damages by reason thereof and without in any measure affecting Tenant's obligations hereunder. Tenant shall permit Landlord, at any time within one (1) month prior to the expiration of this Lease, to place upon the Premises any usual or ordinary "To Let" or "To Lease" signs.

(g) Tenant's Surrender. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as when received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the Premises occasioned by the removal of its trade fixtures, furnishings and equipment, prior to the expiration or sooner termination of this Lease. All interior improvements made by Landlord shall remain the property of Landlord and shall not be removed by Tenant.

8. Alterations. Tenant may, from time to time, at its sole cost and expense, make such alterations, restorations, changes, replacements, or installations, structural or non-structural (hereinafter collectively called "Alterations") in, of, or to the Premises as Tenant deems necessary or desirable for its use of the Premises; provided, however, that no structural Alteration shall be undertaken by Tenant unless Tenant shall have received Landlord's prior written approval of plans and specifications prepared by Tenant of the proposed structural Alterations, which approval shall not be withheld or delayed unless Landlord shall determine in good faith that such proposed Alterations will adversely affect the fair market value of the

Premises or be detrimental to the structural soundness of the Premises. Tenant, in making any Alterations, shall use materials equal to or better than those used in the construction of the Premises and shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities.

9. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

10. **Assignment and Subletting.** Tenant shall not assign this Lease or any interest therein, either voluntarily or by operation of law and shall not sublet the Premises or any part thereof or any right or interest appurtenant thereto, or permit any other person to occupy or use the Leased Premises or any portion thereof, without the prior written consent of Landlord. In the event of assignment, Tenant shall remain responsible for the performance of all obligations of any subsequent tenant pursuant to this Lease. Any such written consent first had and obtained shall be void, and shall, at the option of Landlord, terminate this Lease.

11. **Utilities.** Tenant shall pay Landlord its pro rata share of the cost of utility usage for the Building as part of the Operating Expenses as hereinafter defined.

12. **Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

13. **Possession.** If Landlord is unable to deliver possession of the Premises on the Commencement Date, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but ~~Tenant shall not be liable for any rent until possession is delivered.~~

14. **Indemnification of Landlord.** Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the demised Premises or any part thereof, and Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused.

15. **Common Area Expenses.** Throughout the Term, or any extension or renewal thereof, and any holdover period, Tenant shall pay to Landlord as additional rent its Pro-Rata Share of all operating expenses ("Operating Expenses") incurred or paid by Landlord in connection with the maintenance, repair, operation, or ownership of the Property. Tenant agrees to pay Landlord on the first day of each calendar month such amount as Landlord estimates from time to time as necessary to pay Tenants pro rata share of such expenses. Landlord shall bill Tenant annually after the end of each Lease Year for Tenant's Pro-Rata Share of such expenses. In the event the aggregate of Tenant's installments during the year shall be less than the amount of Operating Expenses due from Tenant, such deficiency shall be paid to Landlord within ten (10) days after demand therefore. In the event the aggregate of Tenant's installments during the year shall be more than the amount of Operating Expenses due from Tenant, such overpayment shall be applied to Tenant's next monthly installment of Operating Expenses. The term "Operating

Expenses" shall not include (a) debt amortization or financing or refinancing costs; (b) interest, fines, or penalties; (c) depreciation, amortization, and capital expenditures.

16. Insurance.

(a) Tenant shall procure and maintain in full force and effect public liability insurance insuring against all liability of Tenant and Tenant's employees and agents arising in, on, or about the Premises, or from or in connection with Tenant's use or occupancy of the Premises, or Tenant's contractual liabilities pursuant to this Lease, with liability limits of One Million Dollars (\$1,000,000) for injury or death to any one person and Two Million Dollars (\$2,000,000) for injury or death to any number of persons in any one occurrence and with property damage limits of Five Hundred Thousand Dollars (\$500,000) for any one occurrence and such other insurance, and in such amounts as may from time to time be reasonably required by Landlord against the same or other hazards. In the event that Landlord determines that additional insurance is required, Landlord shall notify Tenant of the form and amount of such additional insurance, and Tenant shall provide insurance within fifteen (15) business days after receipt of said notice. Tenant shall maintain said policy with an insurance company authorized to do business in Georgia, rated no less than A-, VIII in the current edition of Best's Rating Guide.

(b) Landlord shall keep or cause to be kept insurance against loss or damage by fire, explosion vandalism, malicious mischief, and all other hazards included in an all-risks coverage endorsement in an amount less than the full replacement cost of the building. Tenant shall pay as additional rent its Pro-Rata Share of the costs and expenses to maintain such insurance.

(c) Tenant shall maintain and keep in force all employee compensation insurance required under applicable Worker's Compensation Acts.

17. Eminent Domain. If the Premises or any part thereof or any estate herein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

18. Destruction of Premises. In the event of a partial destruction of the Premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided that such repairs can be made within one hundred twenty (120) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said one hundred twenty (120) days, this Lease may be terminated at the option of either party. In the event that the Premises is destroyed during the last year of the term, or to an extent of more than one-third of the replacement costs thereof, the Landlord may elect to terminate this Lease.

19. Events of Default. The following shall constitute events of default hereunder.

(a) Tenant fails to pay any installment of rent when it is due;

(b) Tenant fails to perform any non-monetary obligation hereunder, which failure shall continue for thirty (30) days after written notice thereof, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same; provided, however, if Tenant shall default in the performance of any such covenant or agreement of this Lease two (2) or more times in any twelve (12) month period, then notwithstanding such defaults have each been cured by Tenant, any further similar default shall be deemed an Event of Default without the ability to cure;

(c) any bankruptcy, insolvency, or other debtor relief proceeding, whether voluntary or involuntary, is instituted respecting Tenant (or any guarantor of Tenant's obligations hereunder) under any present or future law and the trustee in bankruptcy or the Tenant, if the debtor in possession, does not affirm this Lease and provide Landlord with adequate security within sixty (60) days thereafter;

(d) Tenant makes an assignment for benefit of creditors; or

(e) Tenant's effects should be levied upon or attached under process against Tenant, and not satisfied or dissolved within (60) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

20. Remedies. Upon the occurrence of an event of default, Landlord shall have the option to do any of the following (in addition to and not in limitation of any other remedy permitted by law or by this Lease):

(a) terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to so surrender the Premises, then Landlord may, without prejudice to any other remedy it has for possession of the Premises or arrearages in rent or other damages, re-enter and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part thereof, in accordance with applicable law; or

(b) re-enter and take possession of the Premises without terminating this Lease in accordance with applicable law, and relet the Premises and apply the rent received to the account of Tenant. No reletting by Landlord is considered to be for Landlord's own account unless Landlord has notified Tenant in writing that this Lease has been terminated. In addition, no such reletting shall be considered an acceptance of Tenant's surrender of the Premises unless Landlord so notifies Tenant in writing; or

(c) re-enter the Premises without terminating the Lease and without being liable for any damages, whether caused by the negligence of Landlord or otherwise, and do whatever Tenant is obligated to do under the Lease. Tenant shall pay to Landlord, upon demand, the reasonable expenses paid by Landlord in satisfying Tenant's obligations under the terms of this Lease, or

(d) terminate this Lease and receive as liquidated damages from Tenant the present cash value of all remaining monies owed to Landlord for the term of the Lease, which present cash value shall be determined by using a discount factor no greater than 4% per annum, or

(e) pursue any and all other rights and remedies available at law or in equity.

21. Taxes.

(a) Real Property Taxes. During the Term of this Lease, or any extension or renewal thereof, Tenant shall pay to Landlord as additional rent, its Pro-Rata Share of real estate taxes as specified herein. Tenant agrees to pay Landlord on the first day of each calendar month such amount as Landlord estimates from time to time as necessary to pay Tenant's pro rata share of such expenses. Landlord shall bill Tenant annually after the end of each calendar year for Tenant's Pro-Rata Share of such expenses. In the event the aggregate of Tenant's installments during the year shall be less than the amount of real estate taxes due from Tenant, such deficiency shall be paid to Landlord within ten (10) days after demand therefore. In the event the aggregate of Tenant's installments during the year shall be more than the amount of real estate taxes due from Tenant, such overpayment shall be applied to Tenant's next monthly installment of real estate taxes.

(b) Personal Property Taxes. During the Term of this Lease, or any extension or renewal thereof, Tenant shall pay all taxes levied upon any trade fixtures, furnishings, equipment, inventory and all other personal property of Tenant contained in the Premises, and shall pay all taxes attributable to any leasehold improvements which may be made to the Premises by Tenant. When possible, Tenant shall cause said fixtures, furnishings, equipment, personal property and leasehold improvements to be separately assessed. If, however, any or all of same shall be assessed and taxed with Landlord's real property, Tenant shall pay to Landlord such taxes as are attributable to Tenant's trade fixtures, furnishings, equipment, inventory, and all other personal property of Tenant within thirty (30) days after receipt of notice from Landlord advising Tenant of the taxes applicable to Tenant's property.

22. Attorney's Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorney's fees in the amount of fifteen percent (15%) of any sum collected, together with all costs and expenses, and a right to such attorney's fees and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

23. Waiver. No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.

24. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the Premises, or Landlord at the address specified above, or at such other places as may be designated by the parties from time to time.

25. **Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

26. **Subordination.** This Lease shall at all times be subject and subordinate to any and all present and future mortgages, security deeds, or encumbrances which may be placed by Landlord on the premises or any part thereof (the parties having the benefit of the same being referred to as a "Mortgage"). Tenant's acknowledgment and agreement of subordination provided for in this Section is self-operative and no further instrument of subordination shall be required; provided, however, and after request from the Mortgagee, Tenant shall execute such assurances thereof as shall be requisite or as may be requested from time to time by Landlord or a Mortgagee provided that any such subordination agreement shall state that the possession of Tenant shall not be disturbed so long as Tenant is not in default hereunder. Tenant hereby irrevocably appoints Landlord as an attorney-in-fact for Tenant with power to execute and deliver without subjecting Landlord to liability of any kind such instrument or instruments for and in the name of Tenant in the event Tenant shall fail to execute such instrument or instruments within five (5) days after written notice to do so is given to Tenant.

If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.

Tenant shall pay Landlord all expenses incurred by Landlord in connection with Landlord's compliance with this Section, including, without limitation, legal fees, processing costs, and any other administrative expenses billed to Landlord or Landlord's agent. Such expenses shall constitute additional rent and shall be due upon Landlord's demand.

Provided Tenant is not in default of this Lease, Tenant shall have the peaceful and quiet use and possession of the Premises without hindrance on the part of Landlord, and Landlord shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of persons claiming by, through or under Landlord.

27. **Counterparts.** This Lease may be executed in a number of counterparts, all of which shall for all purposes be deemed an original, binding on Landlord and Tenant.

28. **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

29. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto, and no promises, agreements conditions or stipulations not contained herein shall be binding

upon either party hereto. This Lease shall super cede all previous leases or subleases affecting the Premises. No change or modification of this Lease shall be valid or binding upon the parties hereto unless such change or modification shall be in writing and signed by the party against whom the same is sought to be enforced.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed and sealed this 24th day of October, 2008.

LANDLORD:

Lifestyles of Savannah Real Estate, LLC

By: *Alceda Glover*
Manager, Portfolio

Robbi
Witness

TENANT:

NAMS Enterprises, Inc

By: *Amahsi*
Title: *Manager*

Catherine Hall
Witness

Exhibit A

All those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, Chatham County, Georgia, Harmon Ward, and being known as Lots 1 and 2 in the Lillibridge Subdivision of the Southern portion of Lots 1 and 2 of the Millen Lots being generally bounded as follows: On the North by 36th Street; and the East by Waters Avenue; on the South by Lots 111 through 121 (both inclusive) said Ward and on the West by Ott Street, for a more particular description of the property herein described, specific reference is made to a plat of survey made by Hussey & Gay Consulting Engineers dated January 27, 1966, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book Q, page 231 which plat is by reference incorporated herein; said property includes Lots A, B, C, D and Lots 1-19, inclusive, and that certain property dividing Lots A, B, C, D and Lots 1-8 from Lots 9-19 AND, ALSO: All those certain lots, tract or parcels of land shown as Lots 1, 2, 3 and 4 of the subdivision of Lot 3 of the Millen Lots, Harmon Ward, Savannah, Chatham County, Georgia, as the same are shown upon a map or plan of survey thereof, made by Hussey and Gay, Consulting Engineers dated February 1, 1966, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book R, page 25, which plat is by reference incorporated herein; together with all improvements thereon.

Reference is also made to that certain plat of a right-of-way, Lots A-D and Lots 1-19 of a re-subdivision of Lots 1 and 2, Lillibridge Subdivision and Lots 1-4, of a subdivision of Lot 3 of the Millen Lots, Harmon Ward, Savannah, Georgia, dated January 4, 2001, prepared by Bert B. Barrett, Jr. R.L.S.#2225, recorded in the aforesaid Clerk's Office in Plat Record Book 17-P, page 88.