FIRST AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE ("Amendment") is made and entered this 22nd day of September, 2026, by and between HALL COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Lessor"), and WCCB ENTERPRISES, LLC ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement with Option to Purchase dated October 12, 2023, covering the real property commonly known as [redacted], [redacted] (the "Premises") (the "Lease"); and

WHEREAS, Section 11 of the Lease presently provides that Lessor will "insure and keep in effect on the leased property fire and liability insurance covering the property interest of the Lessor" and that Lessee will reimburse Lessor annually for the cost of such insurance during the lease term, while Lessor will not insure any property or interests of Lessee in or within the building; and

WHEREAS, the parties desire to amend the Lease so that Lessee will be responsible for obtaining and maintaining insurance for the Premises and to clarify the priority of coverage, related endorsements, and remedies.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Amendment to Section 11 (Insurance). Section 11 of the Lease is deleted in its entirety and replaced with the following:

   "11. **Insurance.**

   (a) **Property Insurance on Building.** Lessee shall, at its sole cost and expense, maintain property insurance on the building(s) comprising the Premises against risk of direct physical loss or damage on a special causes of loss basis, including theft, vandalism, and sprinkler leakage, in an amount not less than the full replacement cost of the building(s), with an agreed amount endorsement or otherwise without coinsurance penalty. Such insurance shall be placed with insurers authorized to do business in Georgia and rated A- MINUS VII or better by A.M. Best (or an equivalent rating by a nationally recognized rating agency). Deductibles shall be commercially reasonable.

(b) **Lessee's Personal Property and Improvements.** Lessee shall, at its sole cost and expense, maintain property insurance covering Lessee's personal property, furniture, equipment, inventory, and any tenant improvements or betterments owned by Lessee at or within the Premises.

(c) **Commercial General Liability.** Lessee shall maintain commercial general liability insurance (occurrence form) covering bodily injury, property damage, personal and advertising injury, and contractual liability arising from Lessee's occupancy and use of the Premises, with commercially reasonable limits acceptable to Lessor. Lessee's commercial general liability insurance shall be primary and non-contributory with respect to any insurance maintained by Lessor for claims arising out of Lessee's occupancy, use, operations, or obligations under this Lease.

(d) **Additional Insured; Waiver of Subrogation.** To the extent permitted by law and by Lessee's insurers, Lessor (and Lessor's officers, officials, and employees) shall be included as additional insureds under Lessee's commercial general liability policy with respect to the Premises and Lessee's operations thereat. Lessee's property and liability policies shall include waivers of subrogation in favor of Lessor to the extent losses are covered by insurance. If Lessor is legally or contractually restricted from being named as an additional insured or from receiving waivers of subrogation, then Lessee's commercial general liability insurance shall nonetheless remain primary and non-contributory for claims arising from Lessee's occupancy, use, or operations, and any insurance maintained by Lessor applicable to such claims shall be excess and non-contributing.

(e) **Lessor's Insurance.** Lessor shall have no obligation to insure any property, interests, or operations of Lessee. Any insurance maintained by Lessor applicable to the Premises shall not cover Lessee's property or operations and, to the extent applicable to a claim involving Lessee, shall be excess over Lessee's insurance. The prior requirement that Lessee reimburse Lessor for Lessor's insurance costs during the term is hereby eliminated and of no further force and effect.

(f) **Certificates; Notice of Cancellation.** Prior to the effectiveness of this Amendment and annually thereafter upon renewal, Lessee shall deliver to Lessor certificates of insurance (and, upon request, copies of required endorsements) evidencing the coverages required by this Section 11. Lessee shall use commercially reasonable efforts to have its insurers provide Lessor with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in required coverage (ten (10) days for non-payment of premium), to the extent available from Lessee's insurers.

(g) **Failure to Maintain; Lessor's Remedy.** If Lessee fails to maintain the insurance required by this Section 11 and such failure continues for ten (10) days after written notice from Lessor, Lessor may, but is not obligated to, procure such insurance and pay the premiums therefor; any amounts so paid by Lessor shall be reimbursed by Lessee as additional rent within ten (10) days after demand. The failure to maintain insurance as required herein shall constitute an event of default under Paragraph 7 of the Lease.

(h) **No Limitation**. The insurance requirements herein do not limit Lessee's indemnity or other obligations under the Lease."

2. **Conforming Changes**. All provisions of the Lease requiring Lessee to reimburse Lessor for Lessor's insurance costs during the term (including within former Section 11) are deleted and of no further force and effect, and any inconsistent provisions are amended to conform to this Amendment.

3. **Ratification**. Except as expressly amended hereby, all terms, provisions, covenants, and agreements of the Lease remain unchanged and in full force and effect and are hereby ratified and confirmed.

4. **Counterparts; Electronic Signatures**. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures delivered by electronic means shall be deemed original signatures.

5. **Governing Law; Venue**. This Amendment, and the Lease as amended hereby, shall be governed by and construed in accordance with the laws of the State of Georgia. Any claim or action arising out of or relating to this Amendment or the Lease shall be brought in the courts of the State of Georgia sitting in Hall County, Georgia, or, if federal jurisdiction exists, in the United States District Court for the Northern District of Georgia, Gainesville Division. The parties agree that such courts are a proper and convenient venue for such actions.

SIGNATURES CONTINUED ON FOLLOWING PAGE

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this the day and year first above written.

LESSOR:

HALL COUNTY, GEORGIA

By: ______________________________ (SEAL)

Name: David Gibbs

Title: Chairman, Hall County Board of Commissioners

Signed, Sealed and delivered In the presence of:

Attest:

By: ______________________________ (SEAL)

Jennifer Rivera, Clerk

LESSEE: WCCB ENTERPRISES, LLC

By: John Strupe (SEAL)

Name: John Strupe

Title: Attorney in Fact

Signed, Sealed and delivered In the presence of:

Hannah Armstrong

Notary Public My Commission Expires: 08|12|2029

HANNAH ARMSTRONG
MY COMMISSION EXPIRES
NOTARY
PUBLIC
08/12/2029
HALL COUNTY, GEORGIA

(NOTARY SEAL)

[END OF FIRST AMENDMENT]