

AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES

This Agreement for Parking Lot Management Services (this "Agreement") is made and entered into by and between Village Bar Incorporated d/b/a Lost Dog Tavern, a Georgia corporation whose address is 3182 Roswell Road, Atlanta, Georgia 30305, with phone number 706.543.2115 ("Lost Dog" or "the Bar"), and Executive Parking Systems, Inc., a Georgia corporation whose address is 2851 Crawley Trail NE, Atlanta, Georgia 30345, with phone number 404.688.8800 ("EPS").

1. Purpose of Agreement

(A) EPS possesses the exclusive right and authority to provide thirty one (31) parking spaces located at the Cotton Exchange, 3155 Roswell Road, Atlanta, Georgia 30305 (hereinafter, the "Parking Areas") from 5:00 pm until 7:00 am Sunday through Saturday according to the terms of this agreement. The Parking Areas shall be used exclusively by the Bar at times when these spaces are not in use by the occupants of 3155 Roswell Road.

(B) EPS provides valet parking and parking lot management services.

(C) The Bar shall be open no earlier than 5:00 pm Monday through Friday, and 11:00 am, Saturday and Sunday. The Bar has obtained certain permits and licenses to operate a bar at 3182 Roswell Road, NE, Atlanta, GA 30305.

(D) Lost Dog is required by city ordinance to maintain a certain number of off-site parking spaces for its patrons before opening.

2. Effective Date

The effective date of this Agreement shall be November 1, 2011.

3. Term of this Agreement; Termination

(A) This term of this Agreement shall begin on the Effective Date and terminate on the date ending one (1) year from the Effective Date; provided, however, that this Agreement will automatically renew for successive one (1) year terms, five (5) successive years unless Lost Dog provides EPS with written notice at least sixty (60) days prior to any of the renewal dates.

(B) EPS may terminate this Agreement and make it null and void should the City of Atlanta fail to approve and issue permits and licenses for the Bar to open before January 31, 2012.

(C) If there is a change in control of EPS, this Agreement shall bind all successors in interest as if they were an original party to this Agreement. A change of control shall be defined as the moment when the current majority stockholder (Zach Wojcik) owns anything less than a controlling interest in EPS. For example, if EPS is bought by XYZ Parking Company, XYZ will then be obligated to specifically reserve thirty one (31) parking spaces at 3155 Roswell Road for the use of the Bar and its patrons in accordance with the terms of this Agreement.

(D) Should EPS no longer have the ability to specifically reserve thirty one (31) parking spaces at 3155 Roswell Road, the Bar shall have a right of first refusal to the reservation of any unreserved parking spaces managed by EPS that are located within five hundred (500) feet of 3182 Roswell Road.

4. EPS Duties

(A) Beginning on the Effective Date, EPS will furnish parking management services to the Bar. EPS shall, in its sole discretion, establish an appropriate and commercially reasonable system of parking fees and parking policies for the Parking Spaces.

- i. Those cars that EPS finds to be in violation of EPS parking policies will be hooted or towed.
- ii. Parking services will be provided to customers at the sole discretion of EPS; provided, however that such services shall be commercially reasonable.

(B) Beginning on the Opening Date, EPS will furnish parking management services at the Parking Spaces, Sunday through Saturday, 5:00 pm to 7:00 am.

(C) Beginning on the Effective Date, EPS will specifically designate thirty one (31) parking spaces in the Parking Area for patrons of the Bar, Saturday through Sunday, 5:00 pm to 7:00 am.

(D) At the sole expense of EPS, EPS will provide towing or booting services from the Parking Spaces areas when necessary or appropriate.

(E) At the sole expense of EPS, EPS will seal, repair, and repaint the parking spaces directly adjacent to the Bar at 3182 Roswell ("the Organic Spaces") as needed. All repairs will be conducted in a good and workmanlike fashion. At the sole expense of EPS, EPS will maintain the condition of the Organic Spaces.

(F) EPS shall specially demarcate the Parking Areas to be specially designated for the exclusive use of the Bar.

(G) EPS will maintain and operate the Parking Spaces in a manner that they comply with all Federal, State, and municipal laws.

5. Duties of Lost Dog.

(A) The terms of Appendix A are incorporated by reference as if fully stated herein. Also to pay EPS (\$1,000.00) per month for the offsite parking spaces.

(B) The Bar agrees not to interfere in any way, with EPS parking activities or business operations that are conducted within the scope of this agreement.

6. Insurance

(A) Throughout the term of this Agreement, and during any extensions of that term, EPS shall maintain the following insurance coverage at its own expense:

General Liability	\$1,000,000.00
Damage to Premises	\$100,000.00
Med. Expenses (Any one person)	\$5,000.00
Personal & ADV Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products, Comp/CP AGG	\$2,000,000.00
Garage-keepers (auto liability)	\$100,000.00 per vehicle
Garage-keeper's liability	\$1,000,000.00
Umbrella Policy	\$1,000,000.00
Garage-keepers AGG	\$2,000,000.00

Employee surety bond:

\$10,000.00 per occurrence

(B) EPS shall name the Bar as "Additionally Insured" under such policy or policies and shall provide certificate(s) of coverage upon request

7. Independent contractor relationship

EPS is an independent contractor having control and direction over its business and operations, subject only to the provisions of this Agreement. This Agreement creates no partnership, joint venture, or employment relationship between the Bar and EPS. Neither party shall have authority to act for or on the other's behalf, or to bind the other in contract, except as expressly provided in this Agreement. Neither party shall be obligated for the debts or other legal obligations of the other.

8. Bar Closure

If the Bar should cease to operate as a bar at 3182 Roswell Road, Atlanta, Georgia 30305 for more than thirty (30) consecutive days any time after the Opening Date during the term of this agreement, EPS may, at its sole discretion, terminate the agreement without notice.

9. Waiver of Liability

EPS shall not be liable to Lost Dog or any person in connection with damage to a vehicle or other real property entrusted to EPS, unless such damage results exclusively from the gross negligence of EPS. EPS shall have no liability to Lost Dog in connection with theft from, theft of or vandalism to a vehicle or other real property entrusted to EPS, unless such theft or vandalism results exclusively from the gross negligence of EPS.

10. Preparation of this Agreement.

Both parties agree that they have both had the opportunity to consult with independent legal counsel about this Agreement. As such, neither party shall be considered to be the drafter of this Agreement.

11. General Provisions

(A) This Agreement shall bind the parties and their respective agents, representatives, successors and permitted assigns.

(B) Notices from one party to the other shall be in writing and shall be sent by certified mail or hand delivered (with receipt) to a party at the address shown on the first page of this Agreement.

(C) EPS may establish reasonable rules and procedures for carrying out its obligations under this Agreement.

(D) EPS may not assign its rights or responsibilities under this Agreement without the Bar's prior written consent. The Bar may not unreasonably withhold consent.

(E) Each party shall indemnify the other and hold the other and its principals harmless from and against any cost, liability, suit, claim, action, or cause of action, and reasonable attorneys' fees arising from the performance of the provisions of this Agreement.

(F) Georgia law shall govern interpretation of this Agreement. Any litigation to enforce performance of the provisions of this Agreement shall be filed in the courts of Fulton County, Georgia.

(G) This Agreement sets forth the entire understanding and agreement between the parties. It supersedes any prior understandings or agreements between them.

(H) This Agreement may only be amended by a written agreement of the parties.

(I) The provisions of this Agreement are contractual and not recitals.

(J) Time is of the essence of this Agreement.

(K) No waiver of any breach of any provision or condition of this Agreement on one or more occasions shall constitute a waiver of any subsequent breach of any condition or provision covered by this Agreement.

(L) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures are on the following page]

**SIGNATURE PAGE TO THAT CERTAIN
AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES
BY AND BETWEEN
VILLAGE BAR INC. d/b/a LOST DOG TAVERN
AND
EXECUTIVE PARKING SYSTEMS, INC.**

Marshall J. White 10-29-12

Marshall J. White WARREN SOUTHWALL DATE
 VILLAGE BAR, INC.

EXECUTIVE PARKING SYSTEMS, INC.
Zach W. John 10-29-12

ZACH W. JOHN DATE
General Manager

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1. Purpose of Agreement

(A) EPS possesses the exclusive right and authority to provide thirty one (33) parking spaces located at 3210 Roswell Road, Atlanta, Georgia 30305 (hereinafter, the "Parking Area") from 5:00 pm until 7:00 am Sunday through Saturday according to the terms of this agreement. The Parking Areas shall be used exclusively by the Bar at times when those spaces are not in use by the occupants of 3210 Roswell Road.

(B) EPS provides valet parking and parking lot management services.

(C) The Bar shall be open no earlier than 5:00 pm Monday through Friday, and 11:00 am, Saturday and Sunday. The Bar has obtained certain permits and licenses to operate a bar at 3182 Roswell Road, NE, Atlanta, GA 30305.

(D) Lost Dog is required by city ordinance to maintain a certain number of off-site parking spaces for its patrons before opening.

2. Effective Date

The effective date of this Agreement shall be December 15, 2014.

3. Term of this Agreement; Termination

(A) This term of this Agreement shall begin on the Effective Date and terminate on the date ending one (1) year from the Effective Date; provided, however, that this Agreement will automatically renew for successive one (1) year terms, five (5) successive years unless Lost Dog provides EPS with written notice at least sixty (60) days prior to any of the renewal dates.

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(B) EPS may terminate this Agreement and make it null and void should the City of Atlanta fail to approve and issue permits.

(C) If there is a change in control of EPS, this Agreement shall bind all successors in interest as if they were an original party to this Agreement. A change of control shall be defined as the moment when the current majority stockholder (Zach Wojohn) owns anything less than a controlling interest in EPS. For example, if EPS is bought by XYZ Parking Company, XYZ will then be obligated to specifically reserve thirty one (33) parking spaces at 3210 Roswell Road for the use of the Bar and its patrons in accordance with the terms of this Agreement.

(D) Should EPS no longer have the ability to specifically reserve thirty three (33) parking spaces at 3210 Roswell Road, the Bar shall have a right of first refusal to the reservation of any unreserved parking spaces managed by EPS that are located within five hundred (500) feet of 3182 Roswell Road.

4. EPS Duties

(A) Beginning on the Effective Date, EPS will furnish parking management services to the Bar. EPS shall, in its sole discretion, establish an appropriate and commercially reasonable system of parking fees and parking policies for the Parking Spaces.

- i. Those cars that EPS finds to be in violation of EPS parking policies will be booted or towed.
- ii. Parking services will be provided to customers at the sole discretion of EPS; provided, however that such services shall be commercially reasonable.

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(C) Beginning on the Effective Date, EPS will specifically designate thirty three (33) parking spaces in the Parking Area for patrons of the Bar, Saturday through Sunday, 5:00 pm to 7:00 am.

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(D) At the sole expense of EPS, EPS will provide towing or booting services from the Parking Spaces areas when necessary or appropriate.

(E) At the sole expense of EPS, EPS will seal, repair, and repaint the parking spaces directly adjacent to the Bar at 3182 Roswell ("the Organic Spaces") as needed. All repairs will be conducted in a good and workmanlike fashion. At the sole expense of EPS, EPS will maintain the condition of the Organic Spaces.

(F) EPS shall provide the Parking Areas to be specially designated for the exclusive use of the Bar.

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(A) The terms of Appendix A are incorporated by reference as if fully stated herein.

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Garage-keeper's liability	\$1,000,000.00
Umbrella Policy:	\$5,000,000.00
Garage-keepers AGG	\$2,000,000.00
Employee surety bond:	\$10,000.00 per occurrence

(B) EPS shall name the Bar as "Additionally Insured" under such policy or policies and shall provide certificate(s) of coverage upon request

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8. Bar Closure

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[Signatures are on the following page]

YW ERW

THE MARTIN FIRM

February 17, 2015

City of Atlanta
Department of Planning and Community Development
Office of Planning
55 Trinity Avenue, SW
Suite 3350
Atlanta, Georgia 30303

Re: SAP-15-005

Dear Sir/Madam:

On January 9, 2015, I submitted SAP-15-005 on behalf of Lost Dog Tavern. The application seeks administrative approval for an outdoor bar and patio area and additional off-site parking. Please find enclosed a revised Site Plan and a revised Project Summary and Shared Parking Arrangement, which includes an additional patio area consisting of 640 square feet located at the front of the property and the recalculation of the parking requirements for covered and uncovered patio areas. The enclosed revised Site Plan and revised Project Summary and Shared Parking Arrangement should replace the original Site Plan and original Project Summary and Shared Parking Arrangement submitted as a part of the SAP Application on January 9, 2015.

Sincerely,



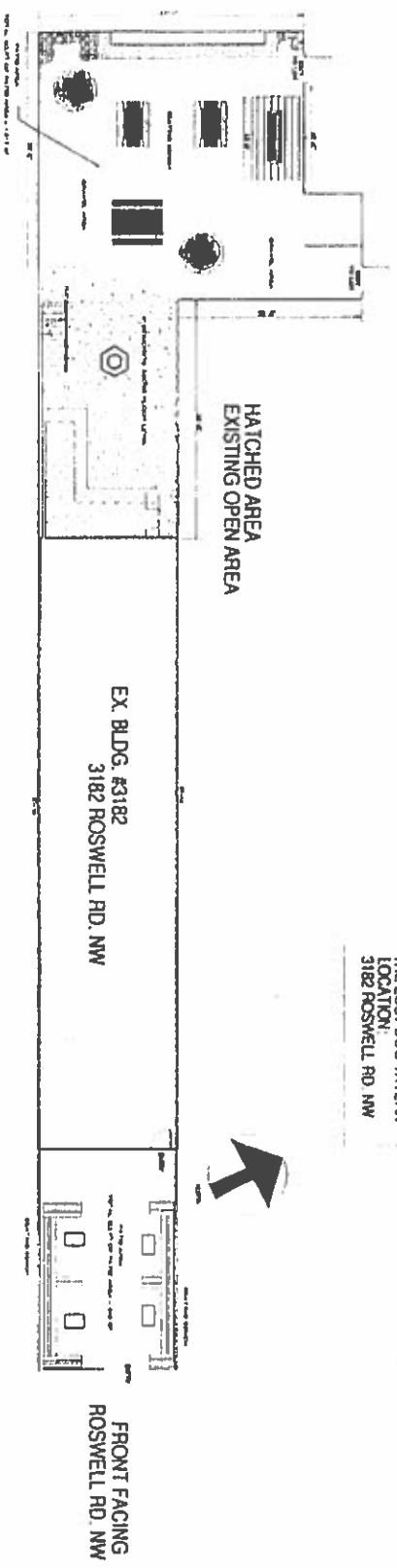
DeWayne N. Martin

DNM/

Enclosures

PARKING REQUIREMENTS
 Building Floor Area = 2,325 SF
 Covered Outdoor Bar and Patio Area = 774 SF
 Uncovered Outdoor Bar and Patio Area = 1,547 SF
TOTAL FLOOR AREA = 4,646 SF

Building Floor Area - 31 Parking Spaces Per Sp19 SA2
 (2,325 SF + 1 Parking Spaces for Every 75 SF of floor Area) = 31 Parking Spaces
 Covered Outdoor Bar and Patio Area - 3 Parking Spaces Per Sp19 SA2
 (774 SF + 1 Parking Spaces for Every 75 SF of floor Area) = 11 Parking Spaces
 Uncovered Outdoor Bar and Patio Area - 3 Parking Spaces Per Sp19 SA2
 (1,547 SF + 1 Parking Spaces for Every 600 SF of floor Area) = 3 Parking Spaces
TOTAL PARKING SPACES PROVIDED = 64



WALL TYPE SCHEDULE

1	1/2" Gypsum Board on 2x4 Studs
2	1/2" Gypsum Board on 2x4 Studs with 1/2" Insulation
3	1/2" Gypsum Board on 2x4 Studs with 1/2" Insulation and 1/2" Air Space
4	1/2" Gypsum Board on 2x4 Studs with 1/2" Insulation and 1/2" Air Space and 1/2" Gypsum Board
5	1/2" Gypsum Board on 2x4 Studs with 1/2" Insulation and 1/2" Air Space and 1/2" Gypsum Board and 1/2" Gypsum Board
6	1/2" Gypsum Board on 2x4 Studs with 1/2" Insulation and 1/2" Air Space and 1/2" Gypsum Board and 1/2" Gypsum Board and 1/2" Gypsum Board

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

3182 ROSWELL RD. NW
 THE LOST DOG TAVERN

ADDRESS: 150 PHOENIX STREET
 ATLANTA, GEORGIA

CQUENSE, INC

DATE: 12/21/14
 DES. BY: BFC
 CHD. BY: [Signature]
 PROJECT: P101

PROJECT SUMMARY AND SUMMARY OF SHARED PARKING ARRANGEMENT

Berry-Southall, LLC owns the property located at 3182 Roswell Road, Atlanta, Georgia (the "Premises") and operates the business known as Lost Dog Tavern (the "Business") on the Premises. The Premises has no on-site parking. Since opening in 2011, Berry-Southall, LLC has utilized thirty-one (31) off-site parking spaces for the use of its patrons at a parking lot located at 3155 Roswell Road. The total floor area of the interior of the Business is 2,325 SF. The parking spaces located at 3155 Roswell Road provide sufficient parking interior of the Business as required by SPI-9 SA2 zoning regulations.

Berry-Southall, LLC has constructed outdoor bar and patio areas at the front and rear of the Premises. The total square footage of the outdoor bar and patio areas is 2,321 SF. 774 SF of the outdoor bar and patio area is covered and 1,547 SF of the outdoor bar and patio area is uncovered. Pursuant to SPI-9 SA2 zoning regulations, Berry-Southall, LLC is required to have an additional eleven (11) spaces for the covered outdoor bar and patio area (774 SF ÷ 1 Space for Every 75 Square Feet of Floor Area = 11 Parking Spaces) and an additional three (3) spaces for the uncovered outdoor bar and patio area (1,547 SF ÷ 500 Square Feet of Floor Area = 3 Parking Spaces).

Berry-Southall, LLC has obtained the exclusive right to the use of an additional thirty-three (33) spaces located at 3210 Roswell Road, Atlanta, Georgia. The principal property and shared parking property information are below.

PRINCIPAL PROPERTY INFORMATION:

Property Address: 3182 Roswell Road, Atlanta, Georgia 30305

Business Name: Lost Dog Tavern

Owner Name: Barry-Southall, LLC

Contact Information: Warren Southall, warrensouthall@gmail.com

Use: Bar

Building Square Footage: 2,325 SF

Hours of Operation: Sunday Closed, M – Sat 9:00 pm – 2:30 am

Number of Parking Spaces: 0

SHARED PARKING INFORMATION:

Property Address: 3155 Roswell Road, Atlanta, Georgia 30305

Business Name: Cotton Exchange

Owner Name: Woodall Family Enterprises, LLLP

Contact Information: Jay Letts, jay@maplerealty.net

Use: Office Condominiums

Building Square Footage: 16,283 SF

Hours of Operation: Sun Closed, 8:00 am – 7:00 pm, Monday – Friday, Sat Closed

Number of Spaces: 31

Property Address: 3210 Roswell Road, Atlanta, Georgia 30305

Business Names: Dynasty Cleaners; Benjamin Moore Paints, Traditions In Tile, Storico Fresco and Buckhead Nail and Toe Spa

Owner Name: The Ben Moshe Family Limited Partnership

Contact Information: Leeor Ben-Moshe, kdp.leeor@gmail.com

Use: Retail

Building Square Footage: 10,000 SF Downstairs; 6,000 SF Upstairs

Hours of Operation: Dynasty Cleaners Sun Closed, M- F 7:00 am – 7:00 pm, Sat 9:00 am – 5:00 pm; Armstead Paint & Supply Company Sun Closed, M – F 7:30 am – 5:00 pm, Sat 9:00 am – 1:00 pm, Traditions In Tile Sun Closed, M – F 9:00 am – 5:00pm, Sat Closed; Storico Fresco S, M Closed, T – F 10:00 am – 6:00 pm, Sat 10:00 am – 5:00 pm; Buckhead Nail and Toe Spa, Sun 12:00 pm – 6:00pm, M – F 10:00am – 8:00; Sat 9:30 am – 8:00 pm.

Number of Spaces: 33