

URBAN RETAIL PROPERTIES, LLC SPECIALTY LEASING APPLICATION



TO WHOM IT MAY CONCERN,

Attached is information regarding the Specialty Leasing Program at The Mall at Stonecrest.

The Mall at Stonecrest has approximately 30 locations in the common area dedicated to RMUs (Retail Merchandising Units) and various kiosk and vending concepts. In-line spaces vary in location, size and condition. RMU and in-line availability vary from month-to-month.

For your review, I have enclosed the following:

- Temporary Tenant Application
- Business Profile Form
- Fact Sheet
- Overview of Program and Fees
- Overview of In-Line Temp Leasing

Please return the completed application and credit history, including your VantageScore 3.0, with any references to the address provided. In addition, a copy of your Drivers License or State ID is required with the completed leasing packet. Please provide pictures or samples of your product and a depiction of how you would display your merchandise on an RMU. If you have done business with another center please include those pictures as well. Upon review, I will contact you if an opportunity becomes available at The Mall at Stonecrest.

Thank you for your interest and I look forward to working with you in the near future.

Sincerely,

Donald Bieler

Director of Marketing & Regional Specialty Leasing

P 678.526.9880

F 678.526.9398

dbieler@urbanretail.com

THE MALL AT STONECREST

mallatstonecrest.com · 678.526.9880 · 2929 Turner Hill Road, Stonecrest, GA 30038

PERSONAL INFORMATION



DATE _____
APPLICANT(S) NAME _____
HOME ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
MOBILE #(S) _____
HOME # _____
EMAIL ADDRESS(ES) _____

COMPANY INFORMATION

COMPANY NAME _____
TRADE NAME (DBA) _____
BUSINESS STREET ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
BUSINESS PHONE # _____ BUSINESS EMAIL _____
BUSINESS FACSIMILE _____
FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _____ NUMBER OF YEARS IN BUSINESS _____
SOCIAL SECURITY # (IF AN INDIVIDUAL) _____ DRIVER'S LICENSE OR STATE ID# _____
BUSINESS LICENSE # (IF APPLICABLE) _____

BUSINESS STRUCTURE (PLEASE CHECK ONE) SOLE PROPRIETORSHIP CORPORATION PARTNERSHIP LLC FRANCHISE
STATE OF INCORPORATION (IF APPLICABLE) _____ BUSINESS WEBSITE (IF APPLICABLE) _____
CURRENT LOCATIONS (IF APPLICABLE) _____

NAME OF GUARANTOR (INDIVIDUAL WHO WILL GUARANTEE THE LICENSE OTHER THAN APPLICANT. IF THE GUARANTOR IS THE APPLICANT, WRITE "SAME" AND SKIP TO LICENSING INFORMATION) _____
STREET ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
SOCIAL SECURITY # _____ MOBILE PHONE # _____
BUSINESS PHONE _____ BUSINESS FACSIMILE _____

LICENSING INFORMATION

SPECIALTY LEASING TYPE RMU (CART) KIOSK IN-LINE VENDING DISPLAY/DEMO
 PARKING LOT OFFICE ALTERNATIVE INCOME

DESIRED START DATE _____ DESIRED END DATE _____ LOCATION PREFERENCE _____
ARE YOU INTERESTED IN RENTING ADDITIONAL STORAGE SPACE WITHIN THE MALL (IF AVAILABLE)? YES NO HOW MANY SQ FT? _____
WILL YOU REQUIRE MORE THAN 20 AMPS OF ELECTRICAL SERVICE YES NO HOW MANY AMPS? _____
ADDITIONAL URBAN RETAIL PROPERTIES CENTERS AND/OR REGIONAL AREAS OF INTEREST _____

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BUSINESS PLAN INFORMATION



HAVE YOU EVER BEEN A SPECIALTY RETAILER AT A SHOPPING CENTER BEFORE YES NO

IF YES, LIST CENTERS BELOW (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SHOPPING CENTER/LOCATION	TERM	ANNUAL GROSS SALES
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1. _____
2. _____
3. _____

OTHER RETAIL AND/OR INTERNET BASED SALES EXPERIENCE _____

TYPE OF MERCHANDISE TO BE SOLD _____

MERCHANDISE PRICE POINTS _____ WHOLESALE PRICE (\$) _____ MARKUP (%) _____

PROJECTED MONTHLY SALES (DOLLARS) _____

PLEASE LIST YOUR MAJOR MERCHANDISE CATEGORIES AND YOUR PERCENT OF INVENTORY AND ESTIMATED PERCENT OF SALES PER CATEGORY.

OPERATING INFORMATION

ESTIMATED START-UP COST (\$) _____

HOW WILL YOU USE THIS CAPITAL _____

ESTIMATED INVENTORY (\$) _____

ESTIMATED INVENTORY TURN (____ PER ____ MONTHS) _____

WILL YOU BE WORKING AT YOUR STORE ON A REGULAR BASIS? YES NO

ESTIMATED NUMBER OF EMPLOYEES _____

ESTIMATED COST OF LABOR (\$/MONTH) _____

LIST ANY ADDITIONAL EXPENSES _____

TARGET MARKET/DEMOGRAPHIC _____

ADVERTISING _____

MISC. OPERATING DETAILS _____

OTHER REQUIREMENTS

Please note that all applications must be submitted with the following to be considered complete:

- Copy of applicant's Driver's License, State ID Card, or Passport
- Social Security Card (if doing business as an individual)
- Copy of Articles of Incorporation and confirmed registration with the State of Georgia Secretary of State's Office
- Copy of a recent utility bill (electric, gas, water, or telephone) that confirms street address of applicant
- Completed W-9 Form
- Provide your VantageScore 3.0 credit score from Creditkarma.com with backup
- Photos and/or samples of the product and any photos of other concept locations (if applicable).
Sample merchandise, catalogs, photographs, etc. will not be returned without including a pre-addressed envelope with postage.

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BUSINESS PROFILE INFORMATION



CREDIT INFORMATION TO BE HELD IN STRICT CONFIDENCE

FULL NAME OF APPLICATION _____

PERSON ADDRESS _____

SOCIAL SECURITY NUMBER _____

BANK NAME _____

BANK PHONE # _____

BANK ADDRESS _____

ACCOUNT # _____

VANTAGESCORE 3.0 FROM CREDITKARMA.COM _____

LIST THREE REFERENCES (PERSONAL OR CORPORATE)

NAME	ADDRESS
1. _____	_____
2. _____	_____
3. _____	_____

HOW WILL THIS BUSINESS BE FINANCED?

FUTURE PLANS FOR YOUR BUSINESS

ADDITIONAL COMMENTS/INFORMATION

I/WE HEREBY AUTHORIZE URBAN RETAIL PROPERTIES, LLC TO VERIFY ALL INFORMATION ON THIS APPLICATION BY CONTACTING THE SOURCES LISTED HEREIN OR ANY OTHER SOURCES AVAILABLE. I/WE UNDERSTAND THAT INFORMATION THAT DOES NOT VERIFY OR CANNOT BE VERIFIED MAY RESULT IN THIS APPLICATION NOT BEING APPROVED. THE UNDERSIGNED CERTIFIES THAT THE ABOVE IS TRUE AND CORRECT. I/WE UNDERSTAND THAT THIS APPLICATION DOES NOT REPRESENT A CONTRACT WITH EXECUTABLE TERMS. NEITHER URBAN RETAIL PROPERTIES LLC OR I/WE ARE UNDER ANY OBLIGATION TO THE OTHER WITH RESPECT TO THE INFORMATION PROVIDED UNTIL A MUTUALLY ACCEPTABLE LICENSE/LEASE AGREEMENT HAS BEEN PREPARED AND EXECUTED.

APPLICANT(S)

PRINTED NAME _____ SIGNATURE _____ DATE _____

PRINTED NAME _____ SIGNATURE _____ DATE _____

PLEASE RETURN THIS FORM ALONG WITH PHOTOGRAPHS AND/OR SAMPLES

THE MALL AT STONECREST

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Specialty Leasing Program Costs*



RETAIL MERCHANDISING UNITS (RMUS/CARTS)

TERM	MINIMUM 3-MONTH TERM
BASE RENT	VARIABLES BASED ON LOCATION, TIMING, AND USE
PERCENTAGE RENT	15% NATURAL BREAKPOINT, COMBINED HOLIDAY TERM
SECURITY DEPOSIT	AN AMOUNT EQUAL TO TWO MONTH'S RENT

A \$100 signage fee, \$25 marketing fee and phone/internet/wifi are additional Licensee charges on top of base rent payable by the Licensee directly to the utility provider.

The following items are due PRIOR TO your setup:

- Security Deposit and first month's rent payable to Stonecrest Mall SPE, LLC in the form of a cashier's check
- Business License information may be obtained through The City of Stonecrest by visiting stonecrestga.gov
- Certificate of Insurance (requirements and additional insured list is attached)
- Assistance from a visual merchandiser appointed by the mall may be required at a fee of \$300.

**The costs are approximate and are subject to change without notice.*

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Specialty Leasing Program Costs*



IN-LINE STORE SPACES

TERM	MINIMUM 12-MONTH TERM REQUIRED
BASE RENT	VARIABLES BASED ON LOCATION, SIZE, AND USE
PERCENTAGE RENT	10% NATURAL BREAKPOINT FOR EACH MONTH
SECURITY DEPOSIT	AN AMOUNT EQUAL TO TWO MONTH'S RENT

A marketing fee, \$30 water fee, phone/internet/wifi and trash removal are additional Licensee charges on top of base rent payable by the Licensee directly to the utility/sanitation provider.

In addition to a signed License Agreement, the following items are due PRIOR TO your setup:

- Completion of an initial inspection by The City of Stonecrest Building Dept and Fire Marshall.
- Security deposit (in the form of cashiers check) and certificate of insurance.
(Requirements and additional insured list is attached.)
- Storefront signage must be approved by the Management Office (as per sign criteria). Sign submittal drawings including colors, materials, and dimensions must be submitted to dbieler@urbanretail.com for approval PRIOR TO FABRICATION.
- Water is to be paid by the Licensee and to be transferred into Licensee's name for the license term prior to Licensee receiving the keys.
- Electric is to be paid by the Licensee and to be transferred into Licensee's name for the license term prior to Licensee receiving the keys.

In addition to the above, the following items are due prior to opening for business:

- Successful final inspection by The City of Stonecrest and Fire Marshall
- Business License (information may be obtained through The City of Stonecrest)
- First month's rent (in the form of cashiers check)

All work to be done in space including City of Stonecrest Building & Fire Department compliance items are at the sole cost of Licensee.

A \$500 or more visual display fee may be required at the discretion of Licensor. Photos of store and window display to be furnished prior to opening.

**The costs are approximate and are subject to change without notice.*

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Insurance Requirements Certificate of Insurance



Licensee may not open or operate without proper evidence of insurance provided in advance to The Mall at Stonecrest Management Office. General Liability Insurance in the amount of \$2,000,000 (general aggregate), Employer's Liability of at least \$500,000 per occurrence, Workers Compensation as required by statute, and Personal Property insurance for replacement cost.

SHOWING AS ADDITIONAL INSURED

- Urban Retail Properties, LLC;
and their owners, employees and agents,
acting as Manager for Stonecrest Mall, SPE, LLC, Owner.

SHOWING AS CERTIFICATE HOLDER

- Stonecrest Mall SPE, LLC
2929 Turner Hill Rd.
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Sales Reporting Guidelines



Licenses should provide a sales report statement from a CPA that is both signed and certified prior to renewal of the License Agreement. This report will cover the entire term of the License Agreement and include reports that have been filed with the State of Georgia for sales tax reporting purposes. If you are operating your business without the support of a CPA, the latter will be acceptable as backup including a detailed POS system sales/ transaction report for the Term.

As per your License Agreement, paragraph 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. Licensee shall record all sales in accordance with generally accepted accounting practices.

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

APPLICANT(S)

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