

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment"), is made and entered into effective the 1<sup>st</sup> October, 2011, by and between the City of Flowery Branch, Georgia (hereinafter referred to as "Landlord") and FBK, LLC, a limited liability company, (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated September 27, 2010 (the "Original Lease"), for that certain property commonly known as 5511 Main Street, Flowery Branch, Georgia (the "Demised Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Original Lease is hereby amended as follows:

1. Recitals. Each of the foregoing recitals and representations in this Amendment form a material part of this Amendment and are incorporated herein by this reference, and such recitals and representations and the Original Lease are hereby ratified.
2. Rent. The second sentence of Section 1.02 of the Original Lease is deleted in its entirety and replaced with the following: "If the Lease is renewed for a second one year terms, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of ~~\$2,400.00~~ <sup>\$3,000.00</sup>, payable in U.S. Dollars, in monthly installments of ~~\$200.00~~ <sup>\$250.00</sup>, in advance on the first day of each calendar month beginning October 1, 2011."


EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Lease shall remain the same and the parties hereto do hereby ratify the Original Lease.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Amendment is executed, the terms of this Amendment are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

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This 15<sup>th</sup> day of September, 2011.

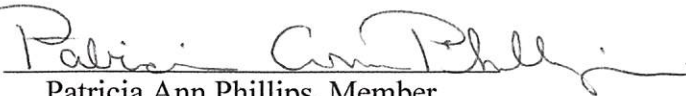
LANDLORD: CITY OF FLOWERY BRANCH,  
GEORGIA

By:   
James M. Miller, Mayor

ATTEST:

  
Marja Burney, City Clerk

TENANT: FBK, LLC

By:   
Patricia Ann Phillips, Member