

STATE OF GEORGIA  
COUNTY OF FULTON

**TENANT'S AFFIDAVIT**

Personally appeared before me, the undersigned, an officer duly authorized to administer oaths,  
\_\_\_\_\_, who, being first duly sworn,  
deposes and says on oath as follows:

1. He/She is \_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
(Name of Showroom/Tenant)

(hereinafter called "Tenant") and is duly authorized to make this Affidavit for and on behalf of Tenant,  
Tenant being bound by the terms hereof.

2. The improvements to Tenant's premises located in the Building known as the **AMERICASMART**  
**3** in the City of Atlanta, County of Fulton, and is owned by **AmericasMart Real Estate, LLC, Delaware**  
**Limited Liability Co., acting by and through its managing agent, AMC, Inc.**, 240 Peachtree Street,  
NW., Atlanta, Georgia, 30303 (hereinafter called "Landlord"), being Space Number(s) \_\_\_\_\_, have been  
completed in accordance with the working plans approved by Tenant and Landlord.

3. All costs, bills, debts, and charges whatsoever incurred for said improvements have been paid and  
satisfied in full and there are no outstanding unpaid obligations or bills due any persons, firms, or  
corporations for labor, services, materials, supplies or for the Tenant's work whatsoever incurred in and  
about the construction of said improvements. No laborers or material suppliers have any claim or lien,  
either actual or inchoate, against said Property by virtue of their having furnished labor or materials going

into or toward the erection of the improvement of said Property. Such payments constitute the agreed price or reasonable value for labor, materials and/or services furnished to or performed for Tenant.

4. Tenant hereby releases and waives any and all liens, lien rights or claims of lien which Tenant has or may have on or against the Property set forth above on account of labor or materials furnished on or before the date of this affidavit and release.

5. This affidavit is made for the purpose of inducing Landlord to approve the completed improvements and to issue the construction credit, if any, provided for in Tenant's lease and may be relied upon by Landlord, it being agreed that any deliberate or negligent misstatement or false statement of any material fact herein may, at Landlord's discretion, constitute a breach under Tenant's lease agreement.

Signed, Sealed and Delivered on the date shown.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Name of Tenant

Sworn to and subscribed before me,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public ( Please notarize with official seal )

\_\_\_\_\_  
Witness