

STATE PROPERTIES COMMISSION

270 Washington Street SW, Suite 2129, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

10/19/2023

Ms. Alicia Vaughn
County Manager
Habersham County, Georgia
130 Jacob's Way
Suite 301
Clarkesville, GA 30523-5256
706-839-0200 ext. 9

SENT VIA UNITED STATES POSTAL SERVICE

RE: Lease # 3272 – 1045 Hollywood Highway, Clarkesville, GA 30523-4735

Dear Ms. Vaughn:

Enclosed, please find two (2) drafts of an Annual Lease Agreement (the “**Agreement**”) to extend the State Properties Commission’s lease of the Premises (as such term is described).

Requested Action: Please review this Agreement carefully as, once executed by the Parties, it will be the fully binding lease agreement. Then complete one of the tasks below at your earliest convenience as time is of the essence.

(A) If the Agreement is inaccurate in any way, it should not be executed. Please make any proposals for revision in customary “redline” format and return the “redlined” document to me via mail at your earliest convenience as time is of the essence.

(B) If the Agreement is acceptable – unchanged - in its current form, please:

- (1) *DO NOT*** date the Agreements on page one (1) as this date indicates the date that the contractual terms and conditions of the Agreement have been accepted by *all* parties to the Agreement. This is only possible upon execution of the Agreement by the last signatory.
- (2)** Have each of the **two (2)** copies of the Agreement signed where indicated by the “Landlord”. If not entered, below the signature of the Landlord, have printed - in a clear and legible hand – both *(i)* the name of the signer and *(ii)* the relevant title of the signer.
- (3)** Have the execution of each of the Agreements witnessed *and* signed by an ***Unofficial Witness*** where indicated. ***Any Agreements not so witnessed will be returned for proper witnessing.***
- (4)** Have each of the Agreements notarized. ***Any Agreements not notarized will be returned for proper notarization.***
- (5)** Scan a full **COLOR** copy of one (1) of the executed Agreements and send it to me as an email attachment.

- (6) Return the **two (2)** original executed, witnessed, and notarized copies of the Agreement by mail to my attention at the address provided on this letterhead at your earliest convenience as time is of the essence.

(Provided that all required internal approvals are received, a signed original will be sent to you as acceptance of that offer or we will notify you of its refusal - and any proposals for an acceptable counteroffer, if applicable.)

Thank you for your prompt response; if you have any questions or concerns, please feel free to contact me directly at any time. (As we sometimes work remotely, please use the "**Mobile**" number: **404-973-9699**.)

Best regards,



Robert C. "Rob" Hill, III
Leasing Specialist
State Properties Commission of Georgia

Enclosures (2)

MASTER LEASE AGREEMENT

This MASTER LEASE AGREEMENT, hereinafter referred to as this "Agreement", is made and entered into this ____ day of _____, 2023, by and between HABERSHAM COUNTY, GEORGIA, a political subdivision of the state of Georgia whose business address for the purpose of this Agreement is 555 Monroe Street, Suite 20, Clarkesville, GA 30523-7815, hereinafter referred to as "Landlord", and the STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for the purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334-9056, hereinafter referred to as "Tenant".

WITNESSETH THAT:

ARTICLE I. DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

1. "**Building**" shall be construed to mean the facility containing the Premises. References in this Agreement to the Building are deemed to include the Premises. (See Exhibit A-1)
2. "**Casualty**" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion, or any other like or different type or kind of catastrophe.
3. "**Casualty Affecting a Material Portion of the Premises**" shall be construed to mean a Casualty which, in Tenant's reasonable judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty.
4. "**Common Area**" shall mean those areas located within the Building, excluding the Premises, or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas, parking garages, landscaped areas, and other similar facilities, or areas provided for the common use or benefit of tenants generally and/or the public.
5. "**Date of Casualty**" shall be construed to mean the date on which the Casualty occurs.
6. "**Hazardous Substances**" shall be construed to mean any chemical, material, or substance, whether solid, liquid, or gaseous which is listed, defined, or regulated as a "hazardous substance", "hazardous waste", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", "regulated substance", "medical waste", "toxic substance", or words of similar import under any Law, including any: (a) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, or radioactive materials; (b) asbestos in any form which is or could become friable, or which is deemed hazardous under any applicable Law; (c) urea formaldehyde foam insulation; (d) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (e) other chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any governmental authority, or which causes or constitutes a nuisance or a hazard to the environment or public health or safety; and (f) other chemical, material, or substance which could pose a hazard to the

environment.

7. "**Land**" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located. (See **Exhibit A-1**)
8. "**Landlord**" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association, or individuals, shall in all cases be assumed as though in each case fully expressed.
9. "**Laws**" shall be construed to mean all federal, state, county, municipal, and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements, and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees, or demands of courts, administrative bodies, and other authorities construing any of the foregoing.
10. "**Mortgage**" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed, or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created.
11. "**Notice(s)**" whenever any notice, demand, or request is required or permitted under this Agreement, such shall be in writing and shall be delivered by hand, be sent by registered or certified United States mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by Notice given in accordance herewith. *Notices to Landlord will be marked "Attn.: County Manager"*. Notices delivered by hand shall be deemed given upon the date so delivered. Notices given by mailing shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, which is triggered by the Notice, shall commence to run from the date of receipt of the Notice by the addressee thereof, on the third (3rd) day following mailing or the date the addressee would have received the Notice but for the refusal of the addressee to accept delivery, whichever occurs first.
12. "**Occupying Agency**" shall be construed to mean: (a) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, or (b) any other public state entity as defined by Georgia state law, which is assigned a space by Tenant to use the Premises for its intended purpose.
13. "**Party**" shall be construed to mean either Landlord or Tenant, as appropriate. "**Parties**" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors, and assignees of said Party, the same as if in each case expressed.
14. "**Premises**" shall include not only the property more particularly described below and shown in Exhibits A-1 and A-2, but also all the fixtures, improvements, tenements, and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
15. "**Term**" shall include not only the original term but also any renewal or extension of the original term, as exercised by the Tenant.

ARTICLE II. PREMISES LEASED

1. **Premises Leased.** Landlord, in consideration of the rents agreed to be paid by Tenant, and of the covenants, agreements, provisions, terms, conditions, and stipulations (hereinafter sometimes referred

to as “Provisions”) hereby grants an estate for years to Tenant, and Tenant hereby takes and rents, pursuant to those Provisions, the Premises as described:

Building Address: 1045 Hollywood Highway
Floor / Suite: (Entire Building)
Size of Premises: Approximately 6,289 rentable square feet
County: Habersham
City / State: Clarkesville, GA 30523-4735

2. **Drawing of Premises.** The Premises is further shown and delineated in “Exhibit A-2”, a copy of a drawing prepared for Landlord and Tenant by Cochran Design Collaborative, LLC and marked Exhibit A-2 that is attached hereto, incorporated herein, and by reference hereby made a part of this Agreement.

ARTICLE III. TERM, RENTAL RATE & RENEWAL OPTION

1. **Term.** This Agreement shall commence on the 1st day of July 2023 (hereinafter referred to as the “Commencement Date”). This Agreement shall end at 11:59 p.m. on the 30th day of June 2024 (hereinafter referred to as the “Expiration Date”) unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date, the Expiration Date, and the period between shall hereinafter be collectively referred to as the “Term”.
2. **Landlord's Failure to Deliver the Premises at the Commencement of the Term.**
INTENTIONALLY OMITTED
3. **Rental Rate.** For the use and rent of the Premises, Tenant agrees to pay to Landlord, at 130 Jacob's Way, Suite 301, Clarkesville, GA 30523-5256, or at such other address as may be designated in writing from time to time by Landlord, the total fixed monthly rental amounts as set forth in the following chart (hereinafter referred to as “Fixed Rental”), beginning on the Commencement Date, and payable thereafter on the first day of each and every calendar month during the Term. Provided however, if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of Fixed Rental payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the Fixed Rental prorated on a daily basis, which amount shall be paid together with the Fixed Rental for the first full calendar month of the Term, on the first day of the first calendar month following the Commencement Date. Provided further however, if the Expiration Date or termination is a day other than the last day of a calendar month, the Fixed Rental payable for the month during which the Expiration Date occurs shall be the Fixed Rental prorated on a daily basis.

FISCAL YEAR	TERM	MONTHLY RENT	ANNUAL RENT
2024	7/1/23 – 6/30/24	\$4,455.00	\$53,460.00

4. **Renewal Option.** Landlord hereby grants Tenant the exclusive right, privilege, and option to renew or extend the Term of this Agreement, at the expiration of the aforementioned Term, for four (4) additional periods of one (1) year each (hereinafter referred to as “Renewal Option(s)”).

The Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the paragraph below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord either (a) forty-five (45) days prior to the

Expiration Date of the original Term of this Agreement or of any previously exercised Renewal Option, or (b) five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant's Notice to exercise the Renewal Option be given to Landlord later than June 30th of the then current Term.

It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement, on the part of Tenant, have been fully and faithfully performed, kept, and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are collectively referred to hereinafter as the "Term".

5. **Renewal Rental Rate.** Should Tenant renew this Agreement as provided above, the following rates shall apply:

FISCAL YEAR	TERM	MONTHLY RENT	ANNUAL RENT
2025	7/1/24 – 6/30/25	\$4,588.00	\$55,056.00
2026	7/1/25 – 6/30/26	\$4,726.00	\$56,712.00
2027	7/1/26 – 6/30/27	\$4,868.00	\$58,416.00
2028	7/1/27 – 6/30/28	\$5,014.00	\$60,168.00

ARTICLE IV: PERMITTED USE

1. **Permitted Use of Premises.** Tenant does hereby this day rent and take from Landlord the above-described Premises, upon the said Provisions herein stated, to be used for any lawful business purpose. Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty, and other extended insurance coverage insuring the Premises. Tenant further agrees not to sell, or to permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policy.
2. **Waste and Nuisance.** Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

ARTICLE V. LANDLORD COVENANTS

1. **Covenant of Title and Quiet Enjoyment.**
 - a. Landlord covenants that it is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant, paying the rent and keeping the Provisions herein contained, shall lawfully, quietly, and peacefully have, hold, use, possess, enjoy, and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by Landlord or by any other person or persons whatsoever. If for any reason, Tenant is deprived of the right to lawfully, quietly, and peacefully have, hold, use, possess, enjoy, and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction,

ejection, or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving Landlord Notice thereof.

b. If Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation, or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

2. **Mortgages and Subordination.** This Agreement is subject to all mortgages and deeds to secure debt which may now or hereafter encumber the Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative, and no further instrument or subordination need be required by the holder of any such security instrument. Tenant shall, at Landlord's request, promptly execute an estoppel and subordination agreement provided that the agreement is substantially similar in form to, and no less favorable to Tenant than, the document attached hereto as "Exhibit D-1". Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement, or restriction which would adversely affect Tenant's use and enjoyment of the Premises.

3. **Environmental Covenants & Remediation.**

a. Landlord warrants, to Landlord's actual knowledge, that no portion of the Building or the Land has ever been used for the storage, processing, treatment, or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged, or disposed of, nor has there been a threat of release, introduction, spill, discharge, or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations, or orders, relating to the presence of Hazardous Substances on, in, or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept, or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged, or disposed of on, in, or under any adjacent land.

b. If removal, encapsulation, or other remediation of Hazardous Substances located in, on, or under the Land or Building is required by applicable Laws (hereinafter referred to as "Remediation"), Landlord shall immediately, at no expense to Tenant, take all measures necessary to comply with all applicable Laws and perform such Remediation, unless such Hazardous Substances were released or placed on the Land or Building by Tenant. Landlord shall repair and restore the Land or Building at Landlord's sole cost and expense (hereinafter referred to as "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building until the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically, or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by Notice to Landlord

which termination shall be effective on Landlord's receipt.

c. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses, and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept, or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

4. Condemnation.

a. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that to Landlord's actual knowledge, there are no pending, threatened, or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed, or known contemplated plans to widen, modify, or realign any public rights-of-way located adjacent to any portion of the Land.

b. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance, or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon Notice to Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises.

c. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must provide Notice to Landlord within thirty (30) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (hereinafter referred to as a "Tenant Election").

d. In the event the Tenant elects to remain on the Premises under the conditions set forth above, Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. If Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord which shall be effective upon Landlord's receipt.

e. The rights of Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity or condemning authority exercising the power of eminent domain or condemnation.

5. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy, and discharge, as they become due all assessments, taxes, levies, and other charges, general or special, of whatever name, nature, and kind, which are or may be levied, assessed, imposed, and/or charged upon the Premises.

6. **Additional Landlord Covenants, Representations, and Warranties.** To Landlord's actual or constructive knowledge, Landlord represents, warrants, and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty, and covenant, that:

a. there are no actions, suits, or proceedings pending or known to be threatened against, by, or affecting Landlord, which affect title to the Premises or the Building, or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;

b. the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement, or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord;

c. the Premises does not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises;

d. the elements of the Building that Landlord is obligated to repair, maintain, and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

e. on the Commencement Date, the Premises complies in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

f. as of the Commencement Date, the Building and the Building systems serving the Premises are in good condition and repair;

g. the storm and surface water drainage facilities currently serving the Building (hereinafter collectively referred to as "**Drainage Facilities**") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and

h. the paved driveways, parking areas and related improvements, curbing, entrances, and exits located on the Land (hereinafter collectively referred to as "**Paved Areas**") comply with all applicable Laws and are in good condition and repair.

ARTICLE VI. UTILITIES AND JANITORIAL SERVICES

1. Utilities.

a. Landlord represents, warrants, and covenants to Tenant, knowing that Tenant is relying on such representation, warranty, and covenant, that all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, internet, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises.

b. While occupying the Premises, Tenant shall maintain accounts in its name for any utility used by Tenant to service the Premises including electricity, gas, water, sewer, internet, and telephone and shall pay for these utilities directly to the appropriate utility service provider.

2. **Janitorial Services.** Tenant shall furnish and pay for all janitorial services for the Premises. Landlord shall contract and pay for all janitorial services for the Common Areas.

ARTICLE VII. CASUALTY, REPAIRS, MAINTENANCE, ALTERATIONS, AND IMPROVEMENTS

1. Casualty Affecting the Premises.

a. If a Casualty Affecting a Material Portion of the Premises occurs, Tenant, at its option, shall have the right to terminate this Agreement by giving Notice to Landlord of such termination within thirty (30) days after the Date of Casualty. Upon this issuance of Notice to Landlord, this Agreement shall terminate, and the Date of Casualty shall be the effective Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty.

b. If a Casualty Affecting a Material Portion of the Premises occurs and Tenant does not terminate this Agreement, or if the Casualty is not deemed by Tenant to be a Casualty Affecting a Material Portion of the Premises, then: (i) this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected, and in full force and effect; provided, however, that, commencing with the Date of Casualty, Fixed Rental and Operating Expenses, if any, shall be prorated to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business; and (ii) Landlord shall promptly proceed to restore the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. If such restoration shall not be substantially completed within ninety (90) days following the Date of Casualty, then within thirty (30) days following expiration of such 90-day period, Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon Landlord's receipt.

2. Repairs & Maintenance by Landlord.

a. Throughout the Term of this Agreement, Landlord, at Landlord's sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary, the Building and Common Area, including without limitation, Drainage Facilities, heating, ventilation, and air conditioning (hereinafter referred to as "HVAC") systems, roof, foundations, footings, columns, exterior walls and other structural components, parking and other Paved Areas, utility lines and sewer pipes, and other building systems. Landlord shall repair any damage to the Building and Common Area caused by the negligence or willful misconduct of Landlord or its employees, agents, or contractors. Landlord shall also be responsible for the removal of waste, ashes, garbage, trash, excelsior, straw, and all other refuse from the Common Area.

b. Landlord, at Landlord's sole cost and expense, shall be responsible for maintenance of landscaped areas in the Common Area, which shall include but not be limited to: mowing, edging, trimming, fertilizing, and irrigating or watering of all areas consisting of grass or ornamental plants; placement of mulch or plants in landscaped beds; pruning, and other pest control for trees, shrubs, and plants including the removal of dead, poisonous, or dangerous vegetation, and trees.

c. Landlord shall also keep the Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement. Landlord shall also (i) keep the Common Area well-lit and change light bulbs in the Common Area as necessary; and (ii) maintain and repair the interior portions of the Common Areas such that they remain in good condition and repair, and replace such interior portions of the Common Areas as necessary, at its own cost except that Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs, or replacements to

the Common Areas necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency's invitees.

d. Landlord shall maintain and repair the interior portions of the Premises such that they remain in good condition and repair; and replace such interior portions of Premises as necessary. Landlord shall also keep the Premises well-lit and change light bulbs in the Premises as necessary. Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs, or replacements to the Premises necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency's invitees. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep, and maintain the same in good order and repair.

e. Landlord acknowledges that all fire detectors installed on the Premises are in proper working condition, and that they have been inspected. Landlord shall also be responsible for the care of extinguishers on the Premises, as well as the interim testing and repair thereof.

f. Tenant shall give Landlord prompt Notice if Tenant believes that there is a condition that requires maintenance, repair, or replacement within the Premises.

3. Tenant's Right to Make Repairs.

a. If Tenant gives Notice to Landlord of the need for any such maintenance, repair, or replacement and Landlord fails to commence such maintenance, repair, or replacement within ten (10) days or fails to diligently pursue such maintenance, repair, or replacement, Tenant may give Landlord Notice of Tenant's intention to undertake such maintenance, repair, or replacement. Upon receipt of such Notice, if Landlord fails to commence or diligently pursue such maintenance, repair, or replacement within three (3) business days, then Tenant may proceed to undertake such maintenance, repair, or replacement. Tenant may immediately commence repair without further Notice if Tenant's initial Notice identifies the condition requiring maintenance, repair, or replacement as one that involves present or imminent danger of injury to persons or damage to property.

b. All costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant, and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

c. Landlord agrees that any services, replacement, repairs, or maintenance done by the Tenant to the Premises, shall not be construed as a waiver by the Tenant of Landlord's obligations under this Agreement.

d. Tenant shall have no obligation to make alterations to, repair damage to, or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises.

4. Landlord's Entry for Inspection and Repairs. Tenant shall permit Landlord, its agents, or employees to enter onto the Premises at all reasonable times, provided that Landlord shall provide no fewer than two (2) days' prior Notice, for the purpose of inspecting or making repairs to any portion of the Premises or performing any other obligation required under this Agreement. In case of emergencies, Tenant

shall permit Landlord and its agents or employees to enter the Premises without advance Notice.

5. **Landlord's Employees and Contractors.** Landlord shall use care to select honest and efficient employees or third parties for performance of any obligation required under this Agreement. Landlord shall be responsible to Tenant for the negligence, theft, fault, and misconduct of such employees and third parties. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees and third parties which in any way interferes with Tenant's full enjoyment of the Premises.
6. **Improvements to Premises.** *INTENTIONALLY OMITTED*
7. **Tenant Trade Fixtures and Alterations.** In addition to Tenant Improvement Scope of Work to be performed by the Landlord as provided above if any, following advance written Notice to and approval from the Landlord, Tenant may install trade fixtures and make, at its own cost and expense, such non-structural, removable alterations, erections, or additions as are necessary to adapt the Premises for Tenant's business. All alterations, erections, additions, and trade fixtures installed or placed on the Premises by Tenant shall continue and remain the property of Tenant and may be removed by Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If Tenant removes any or all of the alterations, erections, and additions it has installed or placed on the Premises, Tenant agrees to repair any damage directly resulting to the Premises from such removal.
8. **Removal of Fixtures, etc. by Tenant.** At any time before or on the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture, and personal property which it has placed on the Premises.
9. **Parking.** Landlord shall provide parking in the amount of four and ninety-three hundredths (4.93) spaces per one thousand (1,000) Rentable Square Feet of the Premises, or **thirty-one (31)** parking spaces located on the Land. All parking spaces shall be free of charge throughout the Term and any Renewal Term(s).
10. **Signage.** *INTENTIONALLY OMITTED*
11. **Riders.** A Rider, identified as "**Exhibit F**", that is attached hereto and incorporated herein, sets forth certain original, additional, or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

ARTICLE VIII. INSURANCE

1. **Landlord's Insurance.** Landlord shall procure and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building, and Common Area: (a) commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) each occurrence for injury, death, or damage to property and three million dollars (\$3,000,000) in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (b) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building, and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates of insurance or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy shall: (a) name Tenant as an additional insured Party; (b) provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (c) not be subject to invalidation

as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees, or agents; and (d) contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss, any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties.

2. **Tenant's Insurance.** Throughout the Term of this Agreement, Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks. Tenant shall provide third party liability coverage arising from the acts of its officers, members, and employees, in accordance with the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq., through the self-insurance funds maintained pursuant to Georgia Law through the Georgia State Tort Claims Policy. The Georgia State Tort Claims Policy provides coverage in the amount of one million dollars (\$1,000,000) per person and three million dollars (\$3,000,000) per occurrence for claims covered by the Act.

ARTICLE IX. DEFAULT AND LEASE EXPIRATION

1. **Landlord Remedy in the Event of Tenant Default.** The following events shall constitute default by Tenant under this Agreement: (a) if Tenant fails to pay, when due, any rent or other payment of money and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or (b) if Tenant violates or breaches, or fails fully and completely to observe, keep, satisfy, perform, and comply with, any reasonable material term, covenant, condition, requirement, restriction, or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.
2. **Entry for Carding, Etc.** In the event the Tenant does not exercise the renewal or extension option provided above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale", "For Rent", or "For Lease". Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants, or lessees.
3. **Surrender of the Premises.** With the exception of reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation, and damage or defects arising from the negligence or default of Landlord, Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition. Landlord shall have thirty (30) days from the date of surrender of the Premises to provide Notice to Tenant of any claim of damage to the Premises that is the Tenant's responsibility. Landlord waives any such claim after thirty (30) days.
4. **Holding Over.** Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental in effect at such time of expiration as set out above and under the same Provisions in force at the expiration of this Agreement.

ARTICLE X. TENANT ASSIGNMENT

1. **Assignment and Subletting of Premises by the Tenant.** Landlord recognizes and acknowledges that: (a) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia by O.C.G.A. § 50-16-32; (b) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (c) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting or assigning space to an Occupying Agency requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet or assignment of space within the Premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior Notice thereof.
2. **Additional Items Regarding Assignment or Subletting.** Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive, or apparent authority to amend or otherwise modify the terms of this Agreement, or to otherwise bind Tenant.

ARTICLE XI. ADDITIONAL TENANT CLAUSES

1. **Public Official/Public Employee Conflict of Interest.** Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials, and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia have not been and will not be violated in any respect by this Agreement.
2. **Security for Financing.**
 - a. Tenant acknowledges that this Agreement and its obligations hereunder may become a source of repayment for any of Landlord's financing of the Premises. Tenant does not prohibit Landlord from pledging or assigning the rents payable by Tenant hereunder as security for such financing so long as the pledge or assignment does not exceed beyond the Term of this Agreement. Tenant will affirmatively acknowledge the rights of any lender or other party in connection with such financing to the extent permitted by law.
 - b. Notwithstanding the foregoing, Landlord represents and acknowledges that the Building, this Agreement, or the rents payable hereunder shall not be pledged or used as security for any publicly issued bond debt, whether issued by a public, quasi-public, or private entity, without Tenant's written approval which may be withheld at Tenant's sole discretion.
3. **State Fire Marshal's Office Approval of Floor Plans and Issuance of Certificate of Occupancy.** Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as Exhibit A-2 are subject to final approval by the State Fire Marshal's Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshal's Office without cost or expense to the Tenant. Landlord is responsible for submission of plans to the State Fire Marshal's Office.

ARTICLE XII. INTERPRETATION AND ENFORCEMENT

1. **Headings.** The use of headings, captions, and numbers in this Agreement are solely for the convenience of identifying and indexing the various Provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any Provision in this Agreement.
2. **Singular and Plural.** Whenever appropriate in this Agreement, a singular term shall be construed to mean the plural where necessary and a plural term shall be construed to mean the singular where necessary.
3. **No Waiver of Right.** Failure by any Party to complain of any action, non-action, or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present, or future.
4. **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date or expiration shall automatically be extended to the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.
5. **Binding Effect on Heirs, Assigns, Etc.** Each of the Provisions contained in this Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of, not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors, and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.
6. **Change in the Ownership of the Premises.**
 - a. No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant.
 - b. No change or division in the ownership of the Premises shall be binding on Tenant for any purpose, including the payment of Fixed Rental, until Tenant shall have been furnished with either: (i) both (A) a Notice from the Landlord that is substantially in conformance with that form attached hereto and incorporated herein by reference as "EXHIBIT D-2" which shall provide the name, address, contact information, and rent payment address for the substitute landlord, and (B) a copy of the recorded instrument or other legally authenticated written instrument evidencing such change or division in the ownership of the Premises involving a substitute landlord; or (ii) a copy of the fully executed assignment of this Agreement by Landlord to the substitute landlord and the substitute landlord's corresponding assumption of the same.
7. **Notice of Appointment of Agent.** Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until Notice of the appointment and the extent of the authority of such agent shall be first given to Tenant by the Party appointing such agent.
8. **Requirement for Written Amendment.** This Agreement shall not be modified or amended in any respect except by a written agreement, executed by the Parties in the same manner as this Agreement is executed.

9. **Jurisdiction and Venue.** This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with, the laws of the State of Georgia. The Parties hereby agree that the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.
10. **Counterparts and Authority to Execute.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.
11. **Right to Counsel and Interpretation.** Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.
12. **Entire Agreement.** Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect.

(Signatures begin on next page. Remainder of page is intentionally blank.)

IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed, and delivered this Agreement in duplicate original on the day, month, and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed, and delivered
as to Landlord in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

LANDLORD:

HABERSHAM COUNTY, GEORGIA

By: _____

Name: Ty Akins

Title: Chairman, Habersham County
Board of Commissioners

Signed, sealed, and delivered
as to Tenant in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

TENANT:

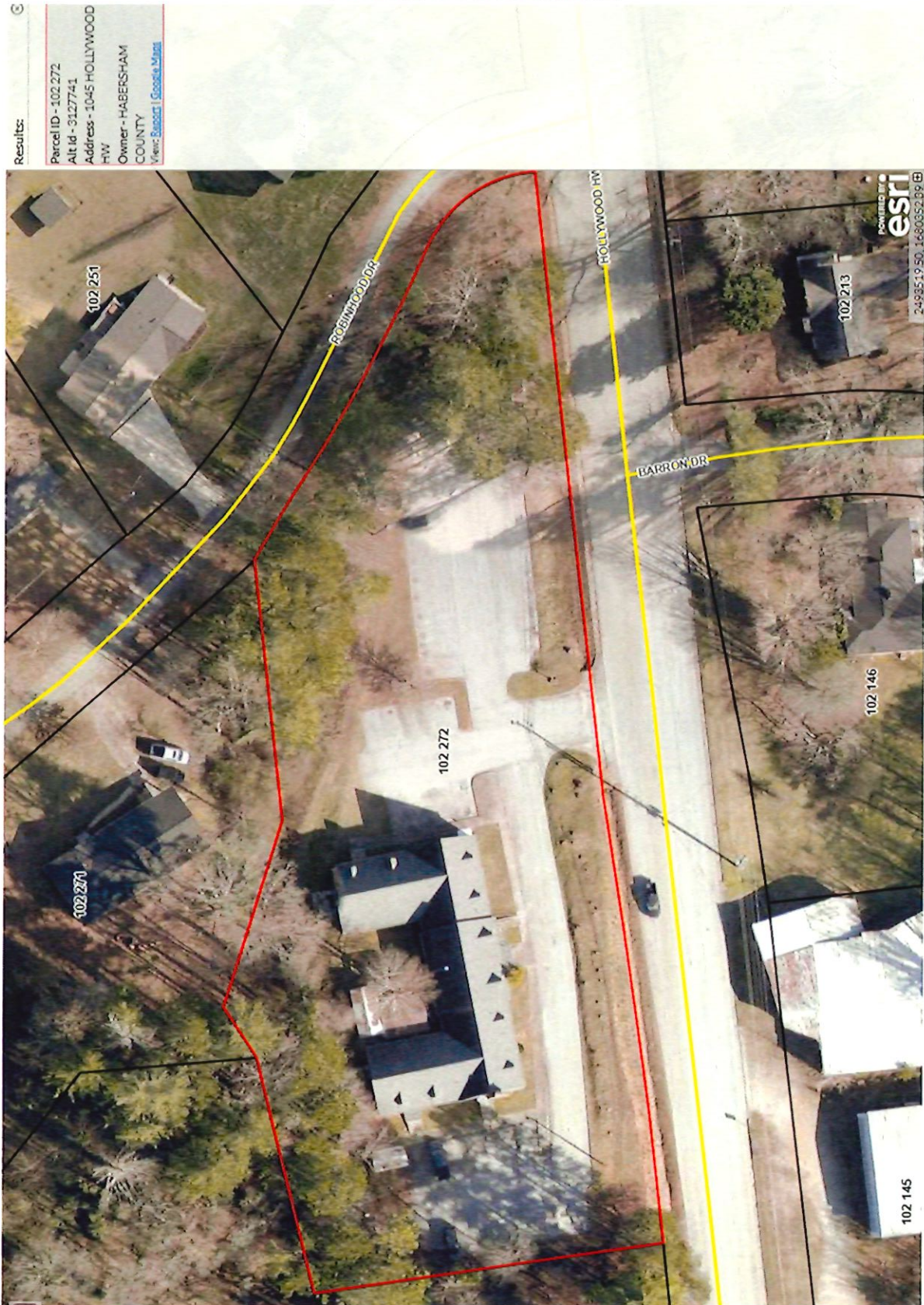
STATE PROPERTIES COMMISSION

By: _____

Name: J. Frank Smith

Title: Deputy Executive Director

EXHIBIT A-1
BUILDING/LAND LOCATION



[Plans Not to Scale or Design]



A1.1

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D-1

[Form Estoppel and Subordination Agreement]

Lease # _____

ESTOPPEL AND SUBORDINATION AGREEMENT

This ESTOPPEL AND SUBORDINATION AGREEMENT (this "**Agreement**") dated the _____ day of _____, _____ between _____ whose address is _____ ("**Mortgagee**"), and STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. §50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334 ("**Tenant**").

RECITALS:

WHEREAS, Tenant has entered into a Master Lease Agreement dated _____, _____ (the "**Lease**") with _____ ("**Landlord**"), covering certain premises more fully described in the Lease (the "**Premises**"), which Premises is a part of that the real property located at _____;

WHEREAS, a condition of funding the aforesaid loan by Mortgagee to Landlord is that the Lease be ratified and subordinated to the Security Deed and that the Tenant agree to attorn to Mortgagee; and

WHEREAS, Landlord and Tenant wish to so ratify and are willing to subordinate the Lease to the Security Deed; and

WHEREAS, Tenant has agreed that Tenant will attorn to Mortgagee, provided Tenant is assured of continued and undisturbed occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants herein contained and the sum of Ten Dollars and no/100 (\$10.00) in hand paid by Mortgagee to Landlord and to Tenant, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord, and Mortgagee hereby agree as follows:

1. **Status of Lease.** Landlord and Tenant hereby represent to Mortgagee as follows:
 - a. that the Lease is in full force and effect, that there are no amendments or modification thereto unless as expressly set forth above, and that there are no other agreements between Landlord and Tenant relating to the Premises;
 - b. Tenant has not prepaid any rental, other than as provided in the Lease, to Landlord, or to any other party, other than the rent due and payable in the calendar month of the execution of this Agreement; and

- c. Tenant is not in breach or default of the Lease.
2. **Subordination.** The Lease and the rights of the Tenant thereunder are hereby subordinated to the Security Deed and the security title thereof and to all renewals, substitutions, extensions, replacements, consolidations, and increases in amount thereof.
3. **Non-Disturbance of Lease.** So long as the Lease, including any renewals, extensions, substitutions, or replacements thereof, shall be in full force and effect and Tenant shall not be in default thereunder:
- a. Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Security Deed or the Note secured thereby;
 - b. Tenant's interest under the Lease shall not be terminated or disturbed during the term of the Lease, including any renewals, extensions, substitutions, or replacements thereof, nor shall Tenant be evicted from the Premises by reason of any default under the Security Deed or the Lease Assignment.
4. **Attornment of Tenant.** In the event either Mortgagee or any successor in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action, or delivery of a deed or otherwise, Tenant shall attorn to and recognize such successor-landlord as Tenant's landlord and the parties shall promptly execute and delivery any instrument that any one of them may reasonably request of the other to evidence such attornment and acceptance thereof and the recognition by such parties of all of the terms, provisions, covenants, obligations, and privileges contained in the Lease. From and after the time of such attornment, Tenant shall have the same remedies against such successor-landlord for the breach of an agreement contained in the Lease, including any renewals, extensions, substitutions, or replacements thereof, that Tenant might have had against Landlord if the Lease has not been terminated, except that no such successor-landlord shall be (a) in any way responsible or liable for any act or omission of any prior landlord, (b) subject to any offsets or defenses which Tenant might have against any prior landlord, and Tenant agrees not to assert the same or any damages arising therefrom against such successor-landlord, (c) bound by any rent which Tenant might have paid for more than the current month to any prior landlord, (d) bound by any amendment or modification to the Lease made without the prior written consent of Mortgagee, or (e) in any way responsible for any deposit or security which was not delivered to such successor-landlord.
5. **Notice of Default to Mortgagee.** Tenant hereby agrees to give prompt written notice to Mortgagee of any default of the Landlord under the Lease, if such default is of such a nature as to give Tenant the right to terminate the Lease, reduce rent or to credit or offset any amounts against future rent. It is further agreed that such notice will be given to any successor in interest of the Mortgagee under the Security Deed provided that prior to such default of the Landlord, such successor in interest shall have given written notice to the Tenant of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.
6. **Notices, Demands, and Requests.** All notices, demands, or requests provided for or permitted to be given

pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by depositing in the United States Mail, postage prepaid, and registered or certified, return receipt requested, and addressed to the addresses set forth on the first page hereof. The sender of said notice shall request the United States Postal Service to show to whom, date, and address of delivery of said notice. All notices, demands, and request shall be effective upon being deposited in the United States Mail. However, the time period in which a response to any notice, demand, or request must be given, if any, shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, or request sent. By giving at least thirty (30) days written notice thereof, Tenant, Landlord, or Mortgagee shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

7. **No Oral Change.** This Agreement may not be discharged or modified orally or in any manner other than by an agreement in writing signed by the party or parties to be charged thereby.
8. **Binding Effect.** The agreements herein contained shall bind and inure to the benefit of the successor in interest of the parties hereto and, without limiting such, the agreements and rights of the Mortgagee shall specifically be binding upon and inure to the benefit of any purchaser of the property at a sale foreclosing the Security Deed.
9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Georgia.

TENANT

WITNESS

Notary Public

My Commission Expires: _____

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By: _____

Title: _____

MORTGAGEE

WITNESS

Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By: _____

Title: _____

LANDLORD

WITNESS

Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By: _____

Title: _____

EXHIBIT D-2

[Form Notification of Change of Ownership and Landlord]

{LETTERHEAD OF CURRENT LANDLORD}

[Date]

Deputy Executive Director
State Properties Commission
270 Washington Street
Suite 2-129
Atlanta, GA 30334

Re: *Lease #[xxxx] [Agency name] ([City]), Change of Landlord*

To Whom it May Concern:

[Landlord named in Lease# xxxx] has sold the building at [address], in which the Premises of the above referenced Lease Agreement is located, as of [date of closing/conveyance]. Pursuant to Article XII, paragraph 6 of the Lease Agreement, the substitute landlord's name and contact information are as follows:

[Name of Substitute Landlord]

[Contact Name(s) at Substitute Landlord]

[Address of Substitute Landlord]

[Phone Number of Substitute Landlord]

[Email Address of Substitute Landlord Contact(s)]

Attached for your records is a copy of the signed Assignment and Assumption of Leases and Rents or similar document.

[Substitute Landlord] will be contacting you and the Occupying Agency with information on a substitute rent payment address and insurance documentation.

Thank you for your attention to this matter.

Sincerely,

[SIGNATURE]

[Landlord named in Lease# xxxx]

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F
RIDER

This Rider shall be a part of the foregoing Master Lease Agreement (the "Agreement") by and between **HABERSHAM COUNTY, GEORGIA** as "Landlord", and the **STATE PROPERTIES COMMISSION** as "Tenant". In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement's Exhibits.

1. **At-Will Period:** Landlord and Tenant hereby acknowledge and agree that during the time period from 06/30/23 through the Commencement Date of this agreement (hereinafter referred to as the "**At-Will Period**"):
 - a. Tenant's Subtenant or the state entity occupying the Premises (as the Occupying Agency) continually occupied the Premises.
 - b. The Occupying Agency continued to pay Rent to Landlord for the Premises.
 - c. Landlord continued to accept Rent from the Occupying Agency.
 - d. No additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period.
2. **Signage:** Within one hundred twenty (120) days of the execution of this Agreement, Tenant or Occupying Agency, at Landlord's sole cost and expense, shall be permitted to replace Occupying Agency's signage graphics where such are extant in, on, and around the Building and Premises, as necessary in order to bring such into compliance with the standards set forth in *Department of Human Services Facilities Signage Guide*, attached hereto and incorporate herein as **Attachment 1** of this Exhibit F.
3. **Deferred Maintenance Amelioration:** The Occupying Agency has identified items of deferred maintenance, repair, and/or replacement that have been agreed to be necessary to the care of the Building and/or Common Area and that are the prior, current, and ongoing responsibility of the Landlord. These structural and non-structural elements of the Building and/or Common Area, as well as the appurtenances thereto, are particularly to be rendered in good operable condition as herein described within ninety (90) calendar days of the execution of this Agreement between Landlord and Tenant by Landlord's completion of the following at Landlord's sole cost and expense in a good and workmanlike manner in compliance with all applicable ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, boards, and offices thereof, at a time or times that will not unreasonably interfere with Tenant's or Occupying Agency's business activities. Landlord shall also be responsible for obtaining all of the required building permits and other governmental authorizations (if any) for the completion of the Deferred Maintenance Amelioration at Landlord's sole cost and expense. These include but are not limited to

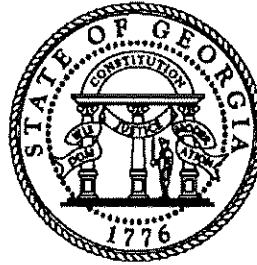
the following:

- a. Parking Touch-Up:** Fill any surface depressions and apply touch-up paint where reasonably necessary to render the asphalt and/or paved surfaces of the Land to a uniform “like new” appearance (excepting otherwise, ordinary wear and tear).

EXHIBIT F

ATTACHMENT 1

Department of Human Services Facilities Signage Guide



Georgia Department of Human Services

DHS Facility Signage Guide

DHS Facility Signage Guide

Fonts

Signage across the Department's facilities should be consistent. Overall, signs should use the state seal and the name of the Department and Division in Arial and Arial Black font. "Georgia Department of Human Services" is always represented in Arial Black font. Division names are represented in Arial regular font. Both are written in title case format.

The DHS signs should use black type. Signage restrictions and mandates from building / complex owners should be provided to ofssrealestateunit@dhs.ga.gov.

Doors

Facility doors should have all writing in Arial font, with the exception of the Department name in Arial Black. Font color should be white or black, depending on the tint of the glass. Images of the state seal can be downloaded from the Employee Intranet.

If a vector file is needed, contact dhsgraphics@dhs.ga.gov.

Hours of operation should follow Associated Press Style format, with the hours represented as numerals and "a.m." or "p.m." represented lowercase with periods. Please find examples on the following pages.

Hours of operation
Monday – Friday
8 a.m. – 5 p.m.

Design approvals

All signage graphics must be approved by DHS prior to installation. The Office of Facilities and Support Services is the primary contact with the sign vendor regarding design edits. Design approvals and installations will not be authorized unless approved by the DHS Office of Communications.

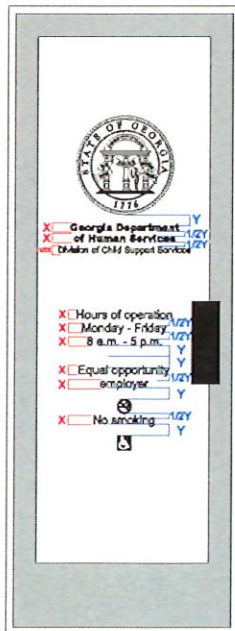
Measurements

"Y" is determined after the DHS seal is scaled proportionally by the vendor. Once "Y" is determined, the vendor will need to measure and use accordingly.

Single door mockup



Single door specifications



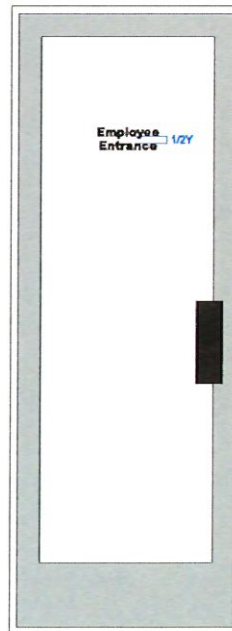
All text and seal centered

Department name
Arial Black

Division name
Arial Regular
(0.005 inch smaller than Department name)
Do not change kerning/tracking from default settings.

Hours of operation times
Arial Regular
Follows Associated Press Style

Equal opportunity and no smoking sign
Arial Regular
Add handicap accessible signage on all new-construction facilities



All text centered at eye level

Font
Arial Black

X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Double door mockup



Double door specifications

All text left-aligned

Hours of operation times

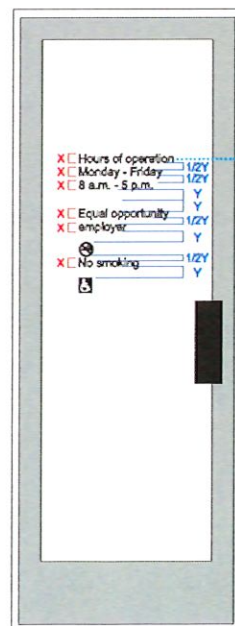
Arial Regular

Follows Associated Press Style

Equal opportunity and no smoking sign

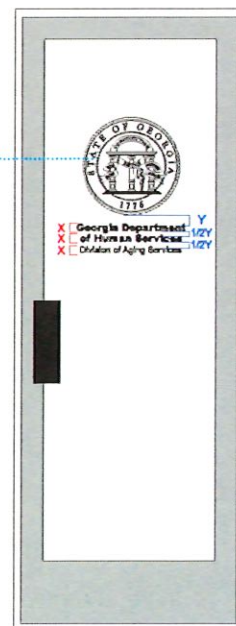
Arial Regular

Add handicap accessible signage on all new-construction facilities



X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable



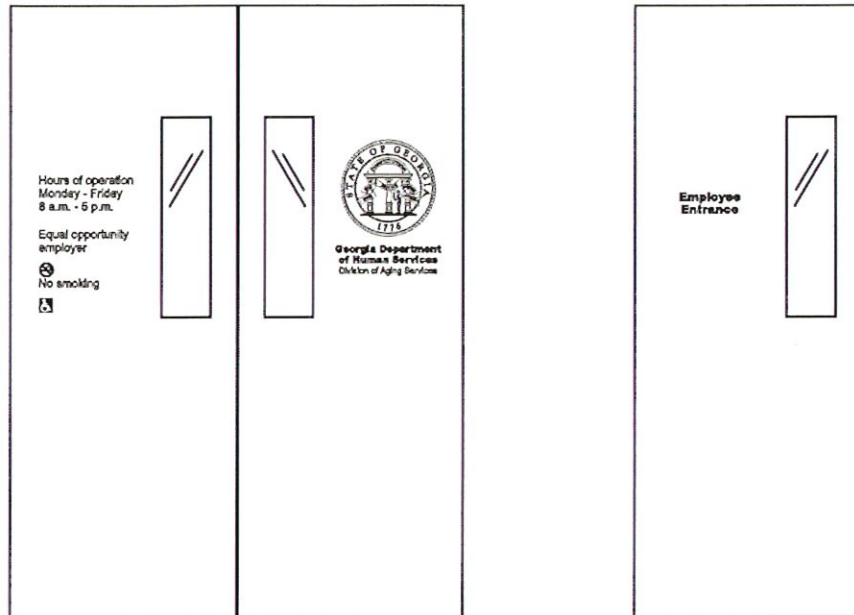
All text and seal centered

Department name
Arial Black

Division name
Arial Regular
(0.005 inch smaller than Department name)

Do not change kerning/tracking from default settings.

Solid/non-glass door mockup



Solid/non-glass door specifications

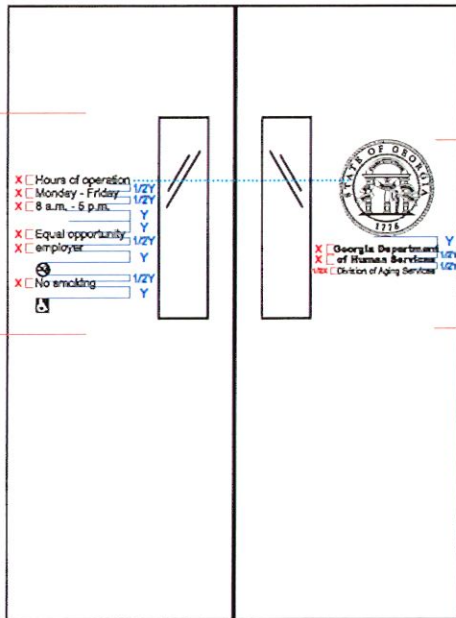
All text
left aligned

Hours of
operation
times
Arial Regular

Follows
Associated
Press Style

Equal
opportunity
and no
smoking
sign
Arial Regular

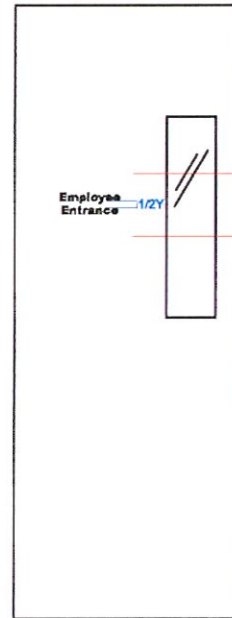
Add
handicap
accessible
signage
on all new-
construction
facilities



All text and
seal centered

Department
name
Arial Black

Division
name
Arial Regular
(0.005 inch
smaller than
Department
name)
**Do not
change
kerning/
tracking
from default
settings.**



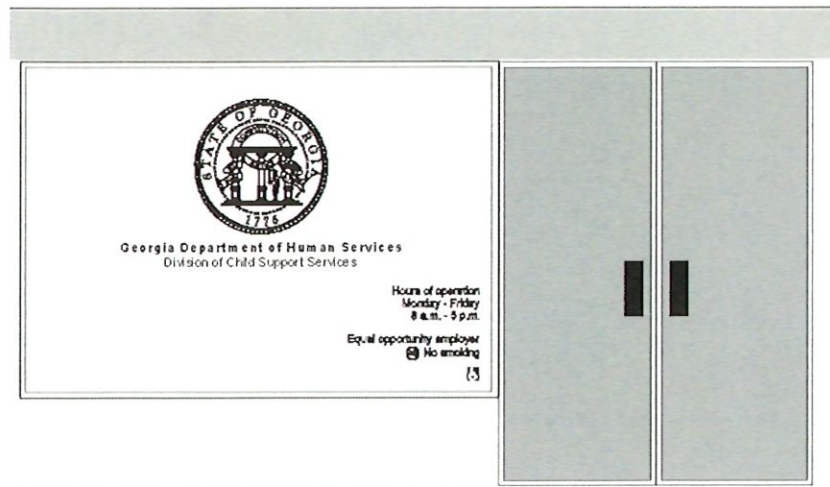
All text
centered
at eye level.

Font
Arial Black

X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Solid door with adjacent window panel mockup



Solid door with adjacent window panel specifications

Seal

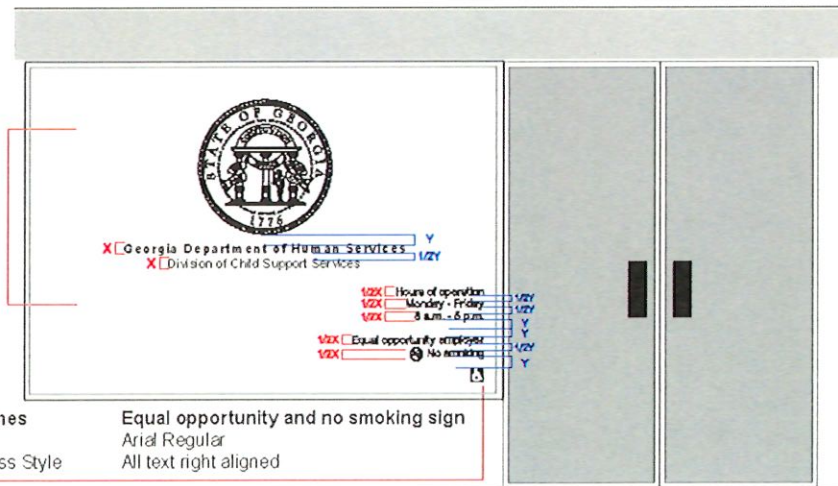
Department name
Arial Black

Division name
Arial Regular
**Do not change
kerning/tracking
from default settings.**

Seal, Department and
Division names must
be centered on glass

Hours of operation times
Arial Regular
Follows Associated Press Style

Equal opportunity and no smoking sign
Arial Regular
All text right aligned



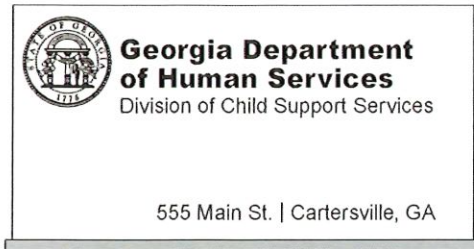
X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

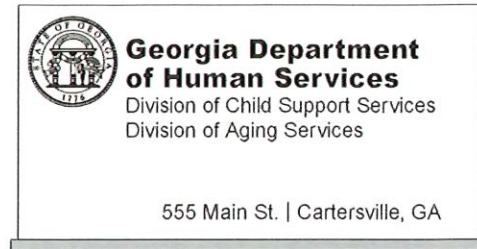
Signs/Marquees

Monument/panel sign mockup

Horizontal - Single location

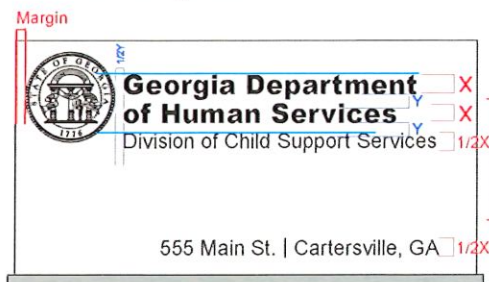


Horizontal - Co-location



Monument/panel sign specifications

Horizontal - Single location

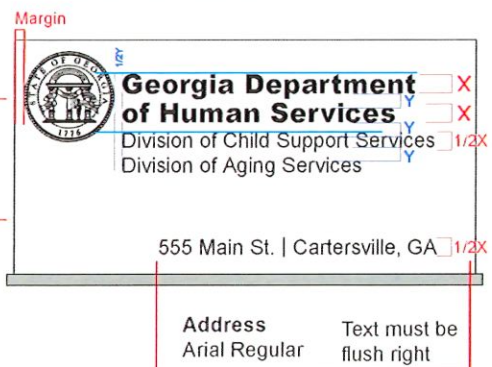


Department name
Arial Black

Division name
Arial Regular
**Do not change
kerning/tracking
from default
settings.**

All text must be
left aligned

Horizontal - Co-location

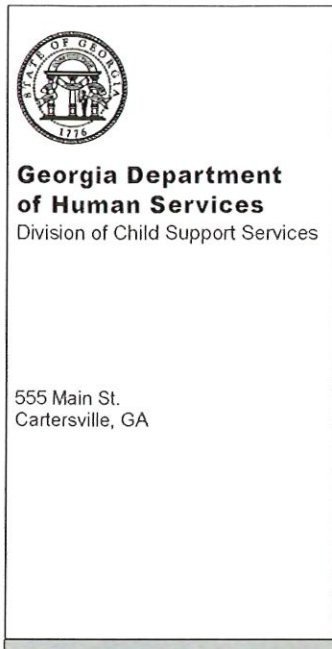


X = Letter height
1/2X = Letter height variable

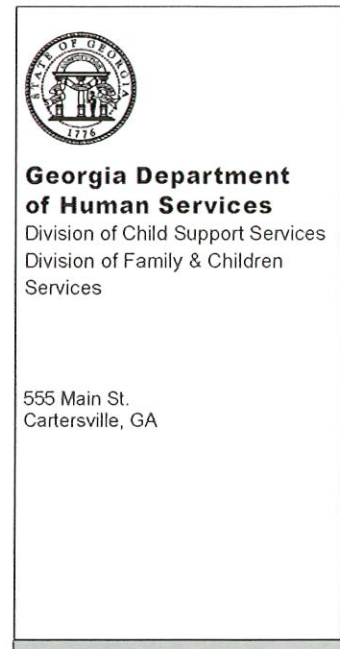
Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Monument/panel sign mockup

Vertical - Single location

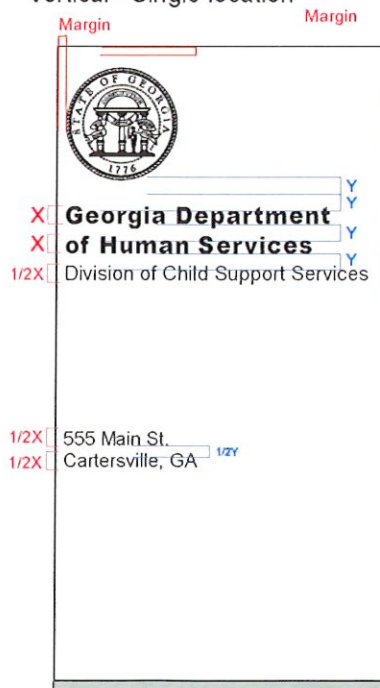


Vertical - Co-location



Monument/panel sign specifications

Vertical - Single location



Seal

Department name
Arial Black

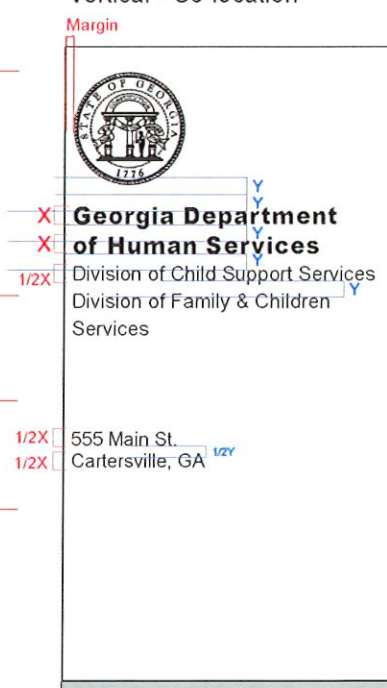
Division name
Arial Regular
**Do not change
kerning/tracking
from default settings.**

Seal, Department and
Division names must
be flushed left

Address
Arial Regular
Text must be left
aligned

Address high enough
to allow for vegetation
growth, formats can
include street number
only or full address

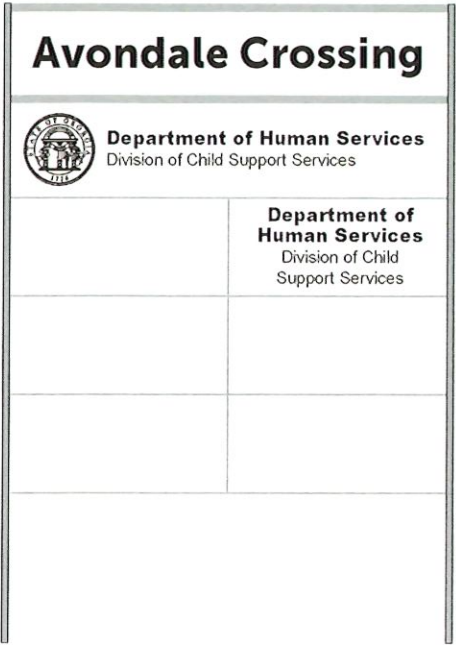
Vertical - Co-location



X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Illuminated complex marquee mockup



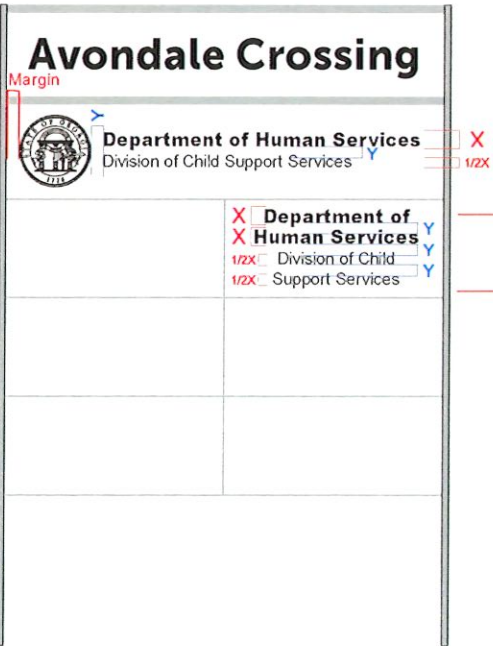
Illuminated complex marquee specifications

Seal

Department name
Arial Black

Division name
Arial Regular
**Do not change kerning/
tracking from default
settings.**

(use this design for larger,
horizontal displays)



Department name
Arial Black

Division name
Arial Regular

(use this design for smaller
displays)

X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Building Fronts
Standard mockup



Standard specifications



X = Letter height
1/2X = Letter height variable

Building Fronts

Gabled/tall facade mockup



Gabled/tall facade specifications

Department name
Arial Black

Centered over entrance with seal above

This format can also be used on
semi-circle/rounded awning fronts



X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable