

**ADDENDUM NO. 1**

**BUTTS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

**REQUEST FOR SEALED PROPOSALS DATED FEBRUARY 1, 2021**

**DELIVERY OF GA DEPT. OF DRIVER SERVICES (DDS) FACILITY, JACKSON, GA**

**Modification of Construction Delivery Method; Scope of Work:**

The provisions of the RFP are hereby modified and amended to reflect the following as requirements for all proposals:

Successful proposals shall include terms for offerer to construct and deliver the Project at offerer's risk, and also, upon completion of construction of the Project, include the following:

- (i) Agree to enter into a long-term lease of the Project from the Authority to the offerer for nominal consideration to become the "Developer";
- (ii) As Developer, agree to sublease the Project to the Georgia State Properties Commission for use by DDS under standard for leases for such State Agencies, as to utilities, use, taxes and fees, , and subject to termination provisions for such leases as provided under O.C.G.A. § 50-16-41;
- (iii) Provide alternatives for the term of the sublease for both 15 years and 20 years;
- (iv) Provide for Developer (or its permitted assignee) to repair and maintain the Project at offerer's costs, including building and landscaping, except as to damage or disrepair caused by gross negligence or willful misconduct of DDS;
- (v) Set forth the rental rates to be charged by offerer under the sublease for delivery of the Project and leasing for the same as set forth above for both 15-year and 20-year term alternatives;
- (vi) Rental rates should include all costs which may be anticipated to be incurred by offerer, as Developer, or the Authority, as prime-landlord, including insurance for casualty risk;
- (vii) Provide to "pass-through" the costs of the Authority related to and incurred in connection with the Project, with reasonable concurrence of DDS, as part of the rent; and
- (viii) Account for performance and payment bonds to extend until issuance of a certificate of occupancy and acceptance by the Authority and DDS of the Project, then terminate prior to the commencement of the sublease.

### MASTER LEASE AGREEMENT

This **MASTER LEASE AGREEMENT**, hereinafter referred to as this “Agreement,” is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **Name of LL** whose business address for purpose of this Agreement is LL Address, 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 purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, 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.
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 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: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) 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, public health or safety; and (vi) 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.
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)" 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 delivered by hand shall be deemed given upon the date so delivered, whenever any Notice, demand or request is required or permitted under this Agreement. 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 must be given, 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 "EXHIBIT A," 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 consisting of approximately 3,900 SQ FT rentable square foot Building, 30 parking spaces, Car Testing Area, Truck Staging Area and One Truck Carousel situated in Butts County, Georgia located at:

1578 W Highway 16  
Jackson, Georgia 30233.

2. Drawing of Premises. The Premises are further shown and delineated on "EXHIBIT A," a drawing prepared for Landlord and Tenant by Insert Architectural firm, "Landlord" or "Tenant" as appropriate, a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

### ARTICLE III. TERM, RENTAL RATE & RENEWAL OPTION

1. Term.

This Agreement shall commence on the earlier of: the first day Tenant occupies the Premises for its business purposes; or the next business day after substantial completion of the build out of the Premises as evidenced by Landlord's receipt of a permanent certificate of occupancy for the Building and Premises from the State Fire Marshal (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the 30<sup>th</sup> day of ENTER MONTH, 20\_\_ (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. Landlord and Tenant will execute a rent commencement letter within ten (10) days of occupancy confirming said Commencement Date and Expiration Date. Such letter shall substantively conform to the template letter attached hereto as "EXHIBIT B" and incorporated herein by reference. The Commencement Date, the Expiration Date and the period between are hereinafter collectively referred to as the "Term."

Notwithstanding anything in this Agreement to the contrary, pursuant to O.C.G.A. §50-16-41, as amended, Tenant shall have the right to terminate this Agreement, without further obligation, if Tenant determines that adequate funds will not be available to satisfy Tenant's payment obligations under this Agreement. Tenant's determination regarding the availability of funds to satisfy Tenant's payment obligations under this Agreement shall be conclusive and binding on all Parties.

2. Landlord's Failure to Deliver the Premises at the Commencement of the Term. Should Landlord, for any reason, be unable to deliver possession of the Premises to Tenant on the Commencement Date, this Agreement may be immediately terminated and declared null and void at the option of Tenant by providing Landlord with Notice. Should Tenant elect not to exercise this option then there shall be a total abatement of Fixed Rental and Operating Expenses, if any, during the period between the Commencement Date and the time Landlord delivers possession of the Premises to Tenant.

3. Rental Rate.

For the use and rent of the Premises, Tenant agrees to pay to Landlord, [choose one of the following A or B:] (A) at the above stated business address (or B) at (insert rent payment address), 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 "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	PERIOD	MONTHLY RENT	ANNUAL RENT

4. Renewal Option. [Choose one of the Paragraphs below.]

Tenant shall have no option to renew or extend the Term of this Agreement.

[OR]

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 ##### (#####) additional periods of ##### (#####) year(s) 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 forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or 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 30<sup>th</sup> of the 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 hereinafter collectively referred to as the “Term.”

5. Renewal Rental Rate.

Should Tenant renew this Agreement as provided above, the following rates shall apply:

FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT

#### 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 permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

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 in substantially similar form to, and no less favorable to Tenant than, the document attached hereto as "EXHIBITD". 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 (the "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 (the "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 (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 do 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 (collectively, the "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 (collectively, the "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.

(iii) 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. Notwithstanding anything to the contrary, 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 ("HVAC") systems, roof, foundations, footings, columns, exterior walls and other structural components, parking and other Paved Areas, utility lines and sewer pipes, other building systems and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall be responsible for the performance of landscaping in the Common Areas, which shall include but not be limited to: mowing, edging, trimming, fertilizing, and irrigating of all land areas; placement of mulch and annual plants in landscaped beds; pruning, spraying and other pest control for trees, shrubs and plants; and general cleanup of landscape in the Common Areas. Landlord shall also be responsible for the removal of waste, ashes, garbage, trash, excelsior, straw, and all other refuse from the Common Areas.

b. 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.

c. 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

d. 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.

e. 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. Landlord, at its sole cost and expense, shall provide the Premises in "Turn-Key" condition per a mutually agreed upon scope of work, as attached as EXHIBIT E and incorporated herein by this reference. All design costs, including space planning, construction document preparation, and mechanical, electrical and plumbing (MEP) preparation services, and project management costs for the tenant improvements shall be paid for by Landlord.

7. Tenant Trade Fixtures and Alterations.

In addition to tenant improvements to be performed by the Landlord as provided above if any, following advance written notice to and approval from the Landlord, Tenant may 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 or installation of trade fixtures. All alterations, erections, additions and trade fixtures installed or placed on the Premises by Tenant, whether permanently affixed thereto or otherwise, 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 7.69 spaces per 1,000 square feet of the Premises, or [thirty] (30) parking spaces located [ten spaces shall be for employees will be located in separate area on the side of the building, twenty spaces for visitors will be located together in the main parking field].

10. Signage. Tenant, at Landlord's sole cost and expense, shall be permitted to install and place Tenant's name or Tenant's trade name in, on, and around the Building, on monument(s)/pylon(s), and at the point of ingress to the site of the Building. Tenant's rights to such signage shall be for the Term of this Agreement. All signage shall be subject to local ordinances and all government or association approvals.

11. Riders. A Rider, identified as "EXHIBIT F," 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 Agreement 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 (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) 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: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall 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 (iv) shall 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 \$1,000,000 per person and \$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: (i) 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 (ii) 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 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 or termination 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 or termination as set out above and under the same Provisions in force at the expiration or termination of this Agreement.

#### **ARTICLE X. TENANT ASSIGNMENT**

1. Assignment and Subletting of Premises by the Tenant. Landlord recognizes and acknowledges that (I) 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; (II) 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.; (III) 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 in 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 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. Neither Tenant, nor Occupying Agency shall commence operations in the Premises until Landlord receives a permanent certificate of occupancy from the State Fire Marshal.

#### **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. No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant. Further, no change or division in the ownership of the Premises shall be binding on Tenant for any purpose until Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises, as well as a certified copy of the novation and assignment.

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.)

SAMPLE



**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:**

**NAME OF LANDLORD**

By: \_\_\_\_\_

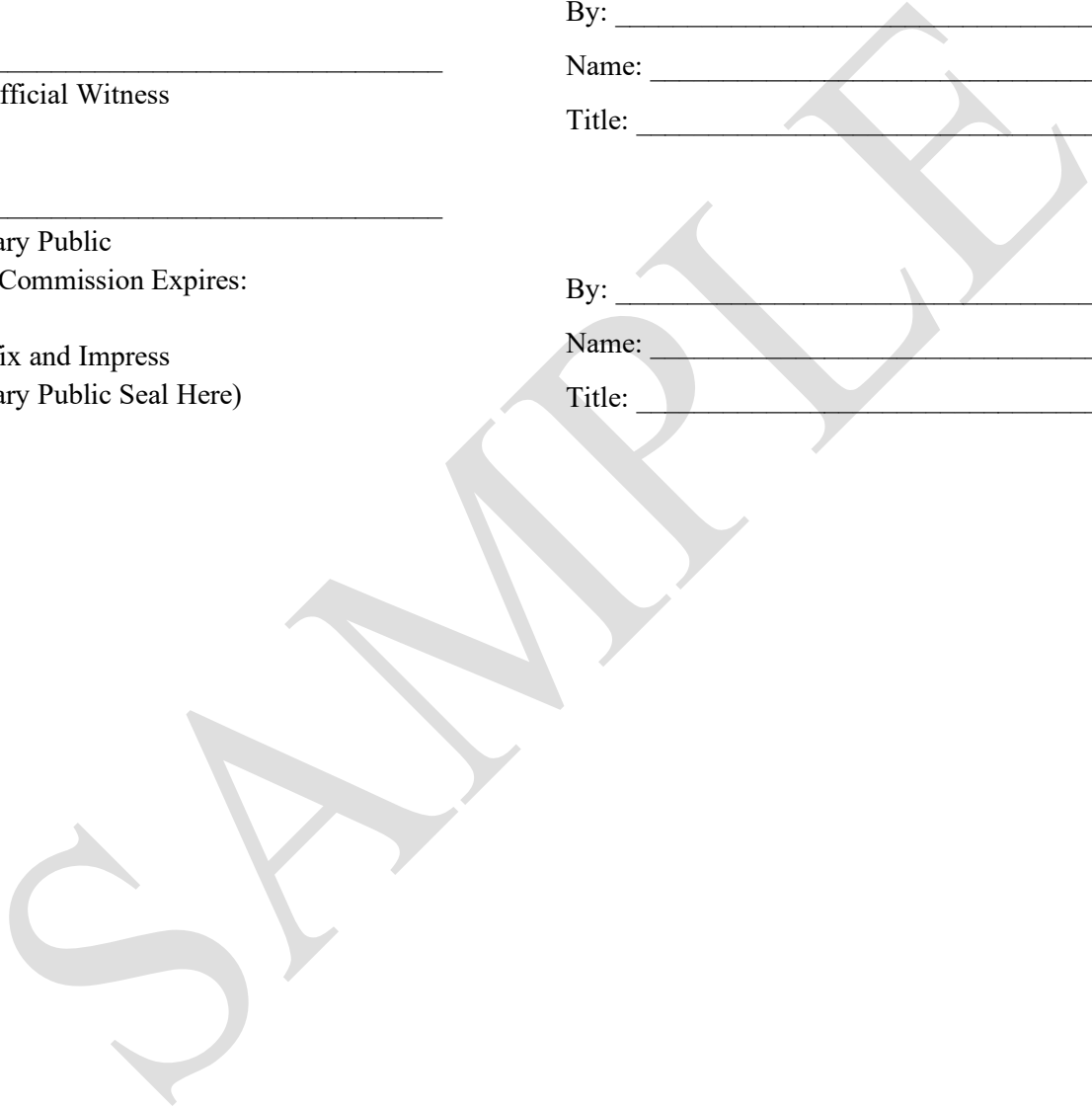
Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

**TENANT:**

**STATE PROPERTIES COMMISSION**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

SAMPLE

**EXHIBIT A**

[Floor Plans to Be Attached]

**Please be sure that the Premises are clearly marked on the floor plan**

SAMPLE

**EXHIBIT B**

[Rent Commencement Letter Template/Form]

[Date]

[Landlord Name]

[Landlord Address]

Re: Lease Agreement dated as of \_\_\_\_\_ (the "Agreement"), by and between \_\_\_\_\_ ("Landlord"), and the State Properties Commission, a Commission within the State Government of Georgia ("Tenant"), concerning certain premises leased by Tenant from Landlord at \_\_\_\_\_.

Dear \_\_\_\_\_:

In accordance with the terms and conditions of the Agreement, the following is confirmation of certain terms and conditions of the Agreement:

1. Tenant improvements are substantially completed, and the Term shall commence on or has commenced on \_\_\_\_\_ for a term of \_\_\_\_\_ ending on \_\_\_\_\_.
2. Full monthly Rent will commence to accrue on \_\_\_\_\_, in the amount of \$\_\_\_\_\_ per month.
3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment.
4. Tenant's rent checks should be made payable to \_\_\_\_\_.
5. Landlord's address for rental payments is \_\_\_\_\_.
6. The exact number of rentable square feet ("RSF") within the Premises is \_\_\_\_\_ RSF.
7. Landlord has provided Tenant as-built drawings of the Premises, either in electronic or scaled paper format.
8. This Rent Commencement Letter is hereby submitted by Tenant, and is signed by a duly authorized representative of Tenant.

TENANT:

STATE PROPERTIES COMMISSION,  
A Commission within the State Government of Georgia

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Landlord's duly authorized representative.

LANDLORD:

By: \_\_\_\_\_

Authorized Signatory

SAMPLE

**EXHIBIT C**

[INTENTIONALLY OMITTED]

SAMPLE

**EXHIBIT D**

[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 Lease Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the "Lease") with \_\_\_\_\_ ("Landlord"), covering certain premises more fully described in the Lease (the "Premises"), which Premises are 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 deliver 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 (i) in any way responsible or liable for any act or omission of any prior landlord, (ii) 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, (iii) bound by any rent which Tenant might have paid for more than the current month to any prior landlord, (iv) bound by any amendment or modification to the Lease made without the prior written consent of Mortgagee, or (v) 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 notified 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.

WITNESS

TENANT

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(AFFIX AND IMPRESS NOTARY  
PUBLIC SEAL HERE)

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

**MORTGAGEE**

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(AFFIX AND IMPRESS NOTARY  
PUBLIC SEAL HERE)

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

**LANDLORD**

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(AFFIX AND IMPRESS NOTARY  
PUBLIC SEAL HERE)

By: \_\_\_\_\_

Title: \_\_\_\_\_

—

## EXHIBIT E

### Tenant Improvement Scope of Work

#### IMPROVEMENT TO PREMISES

The improvement of the Premises shall be completed in accordance with the following provisions:

1. DEFINITIONS:

For the purposes of this Exhibit and this Agreement, the following defined terms shall have the meanings given them in this Paragraph. In addition to terms whose definitions are fixed and defined within this Exhibit, 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.

- a. "Approved Plans and Specifications" shall mean the plans and specifications, inclusive of construction drawings, for the Tenant Improvements prepared by Tenant's Architect and approved by Landlord in writing. After approval, the Approved Plans and Specifications may be amended from time to time by Change Orders, and the term Approved Plans and Specifications, as of any given date, shall mean and include the plans and specifications approved by Landlord, as modified by all Change Orders to such date.
- b. "Change Order" shall mean any written change or modification to the Approved Plans and Specifications which has been approved by Landlord in writing as herein specified.
- c. "Design Intent Drawings (DIDs)" shall mean fully dimensioned drawings of the Premises which reflect all requirements of the Agreement and specifications provided by the Tenant sufficient for the preparation of construction drawings (CDs), including, but not limited to:
  - i. Generic furniture layout, wall, door, and built-in millwork locations;
  - ii. Telephone, electrical, and data outlet types and locations;
  - iii. Information necessary for calculation of electrical and HVAC loads;
  - iv. Work related to security requirements; and
  - v. All finish standards
- d. "Schedule" shall mean the Schedule provided by Landlord for the Construction of Tenant Improvements and Base Building Improvements. The Schedule may be adjusted by mutual agreement of the Parties.
- e. "Architect" shall mean the design firm employed by Tenant to prepare the plans and specifications for the Tenant Improvements.
- f. "Tenant Improvements" shall mean all improvements made to the Premises pursuant to the Landlord's Construction Contract and in accordance with Approved Plans and Specifications.
- g. "Base Building Improvements" shall mean all improvements made to the Building as required by Attachment 1.
- h. "Landlord's Construction Contract" shall mean the written agreement between Landlord and its General Contractor, pursuant to which the General Contractor shall supervise and direct installation of the Base Building Improvements and Tenant Improvements in accordance with the Approved Plans and Specifications.

- i. "General Contractor" shall mean the general contractor employed by Landlord to construct the Base Building Improvements and Tenant Improvements.
2. PLANNING:
- a. Test Fit: Landlord to provide a test fit and two (2) revisions by Landlord's architect per the State Properties Commission Minimum Requirements for Test Fit Plan. Any edits to the test fit to comply with these standards shall not be considered a revision to the test fit.
- b. Determination of Plans and Specifications. Landlord and Tenant will perform the following actions in the order hereinafter presented, with each such action step being completed by the deadline provided in the Schedule or as outlined below. Such deadlines may be extended to take into account delays caused by either Landlord or Tenant.
- c. Design Intent Drawings (DIDs).
- (1) Within three (3) business days of the date the Landlord receives the fully executed Agreement ("DID Initiation Date"), Landlord shall provide Architect all computer aided design (CAD) files for the Building and the test fit. Landlord shall provide any other information requested in a timely manner that may aid the Architect in the drafting of DIDs and CDs.
- (2) Architect shall prepare and provide to the Landlord the Tenant approved DIDs based upon the test fit and, the "State Properties Commission Construction Standards for Leased Properties" (Attachment 1), [Department of Driver Services Specifications/Standards], and "Office Requirements-Space Utilization Program" (Attachment 3), and any base building documents provided by the Landlord. These DIDs will detail the Tenant Improvements within the Premises. DIDs shall be due to the Landlord within forty (40) business days from the DID Initiation Date.
- (3) Within three (3) business days of submission, Landlord shall reject or approve the DIDs submitted to it by Tenant. In the case of a rejection, Landlord shall set forth in reasonable detail the aspects of the proposed DIDs to which it objects, and Tenant shall cause the Architect to revise the proposed DIDs to resolve Landlord's objections and re-submit same to Landlord. Once the proposed DIDs have been approved by Landlord, the Tenant may proceed to have Architect create CDs.
- d. Approved Plans and Specifications.
- (1) Tenant shall cause Architect to prepare plans and specifications based upon the approved DIDs with the addition of finished details, reflected ceiling plan, mechanical, electrical and plumbing drawings, and architectural improvements scheduled for inclusion into the Premises, including Landlord's Base Building Improvements, all sufficient in detail to obtain all necessary permits and approvals by code officials, and shall be annotated with all applicable specifications. The plans and specifications shall be submitted to Landlord for its review and approval or disapproval within (40) business days from Landlord's approval of DIDs.
- (2) Within three (3) business days, Landlord shall reject or approve the plans and specifications submitted to it by Tenant. In the case of a rejection, Landlord shall set forth in reasonable detail the aspects of the proposed plans and specifications to which it objects, and Tenant shall cause Architect to revise the proposed plans and specifications to resolve Landlord's objections and re-submit same to Landlord.
- (3) Upon approval by Landlord, the plans and specifications shall be deemed to be the Approved Plans and Specifications, a copy of which shall be signed by both Landlord and Tenant.
- (4) Landlord and Tenant agree that time is of the essence in arriving at Approved Plans and Specifications. The Approved Plans and Specifications shall comply with all applicable laws, rules and regulations.
3. CONSTRUCTION.
- a. Landlord shall cause General Contractor to begin construction of the Tenant Improvements no later than twenty (20) business days following the date upon which Landlord notified Tenant of its approval of the Approved Plans and Specifications.
- b. Within fifteen (15) business days of Landlord's approval of the Approved Plans and Specifications:
1. The Landlord shall furnish a detailed Schedule (such as Critical Path Method) to the Tenant. Such Schedule shall also indicate the dates available for Tenant's contractors to install telephone/data lines or equipment, if needed.
  2. The Landlord or Landlord's project manager shall initiate a construction meeting. The Landlord will have contractor representatives including its architects, engineers,

General Contractor and sub-contractor representatives in attendance. The Landlord shall keep meeting minutes of discussion topics and attendance.

- c. Progress Reports: After start of construction, the Landlord shall submit to the Tenant written progress reports at intervals of twenty (20) Business Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; Change Orders; and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion. In addition, at the Tenant's discretion, the Landlord shall conduct meetings every two weeks to brief Tenant's personnel and/or contractors regarding the progress of construction of the Premises. The Landlord shall be responsible for taking and distributing minutes of these meetings.
- d. Construction Inspections:
  - 1. Tenant or Tenant's designated technical representative may periodically inspect construction work to review compliance with the requirements of the Agreement and Approved Plans and Specifications.
  - 2. Periodic reviews, witnessing of tests, and inspections by the Tenant shall not constitute approval of the Landlord's apparent progress toward meeting the construction of the Approved Plans and Specifications, but are intended to discover any information which the Tenant may be able to call to the Landlord's attention to prevent costly misdirection of effort.
- e. Change Orders. All Change Orders to the Approved Plans and Specification must be approved in writing by Tenant and Landlord before Landlord shall have any obligation with respect thereto.
- f. Access by Tenant Prior to Acceptance: The Tenant shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Tenant furnished equipment within the Premises. The Tenant shall coordinate the activity of Tenant's contractors with the Landlord to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Tenant officials including, but not limited to, Tenant contractors, subcontractors, or consultants acting on behalf of the Tenant on this project.
- g. Certificate of Occupancy: The Landlord shall issue written notice to the Tenant and make an application to the State Fire Marshal for the 80% and 100% inspections of the Premises.

#### 4. DELAY:

Delays shall include, without limitation, any one or more of the following:

- 1. Tenant's or Landlord's failure to adhere to any timeframe or deadline therefor set forth above;
- 2. Change Orders initiated by Tenant or the Architect or otherwise required to comply or conform with applicable laws, codes or regulations;

If any construction delays are caused by Tenant, Landlord or by act of God, governmental control, interruption caused by strikes, lockouts, labor controversies, fires or other casualties, accidents, injuries, then the construction schedule shall be extended on a day for day basis with respect to such delay.

#### 5. PAYMENT BY LANDLORD:

- a. Landlord shall pay all of the total cost of construction of all Tenant Improvements in accordance with the Approved Plans and Specifications and Landlord Base Building Improvements.
- b. Space Planning and Construction Document Services: Tenant's architect shall provide all space planning preparation, construction document preparation and MEP preparation services. Landlord shall provide for

an allowance equal to \$\_\_\_\_\_ RSF for Tenant's Architect's space planning preparation, construction document preparation and MEP preparation services.

- c. Project Management: Landlord shall provide a \$\_\_\_\_\_/RSF project management allowance (the "Tenant's Project Management Allowance") for Tenant's project manager. Tenant's Project Management Allowance shall be paid ½ at lease signature and ½ at rent commencement. Should Tenant provide its own project manager, Tenant's Project Management Allowance shall be added to the tenant improvement allowance or applied as a rental abatement.

SAMPLE

**EXHIBIT F**

**RIDER**

This Rider shall be a part of the foregoing Lease Agreement (the “Agreement”) by and between **NAME OF LL** 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 Agreement 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.

SAMPLE