

**STATE OF GEORGIA
COUNTY OF DEKALB**

STANDARD RENTAL AGREEMENT

THIS RENTAL AGREEMENT, (hereinafter referred to as "Lease" or "Agreement" made and entered into this ____ day of _____, 2017, by and between the Housing Authority of the City of Decatur and the Housing Authority of DeKalb County organized and existing under the laws of the State of Georgia, (hereinafter referred to as "Lessor" or "Landlords"), and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County" or "Lessee" or "Tenant.")

WITNESSETH

I. PREMISES RENTED AND USE OF PREMISES

Lessor does hereby rent and Lease to Lessee the following described space (hereinafter called "Premises" or "Offices") in the office building (the "Building") situated at: 750 Commerce Drive, Suite 401, Decatur, GA 30030. Lessee's Premises shall consist of approximately 6,404 rentable square feet shown on the Floor Plan of the Premises attached hereto as Exhibit B.

The Premises shall be used for executive and general office and related purposes for the DeKalb County and no other. The Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

II. COMPLETION OF IMPROVEMENTS AND TERM

The term of this Lease shall begin on _____. Subject to and upon the conditions set forth herein, or in any exhibit or addendum hereto, this Lease, upon the complete execution by all parties, is for a term of twelve (12) months, to begin the date said completed offices are ready for occupancy and accepted by Lessee. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year it was executed and at the close of each succeeding calendar year it may be renewed, as required by O.C.G.A. § 36-60-13, as amended, unless earlier terminated in accordance with the termination provisions of this Agreement.

This Lease may be automatically renewed for four (4) successive one (1) year periods following the expiration of the initial term, upon the same terms and conditions, as provided for in this Agreement, unless previously terminated by the Lessee.

III. FIXED RENTAL

A. The total monetary obligation of the County for the calendar year of execution shall not exceed One Hundred Twenty-One Thousand, Six Hundred Seventy-Six and No/100ths Dollars (121,676.00) per annum, in equal installments of Ten Thousand One Hundred Thirty Nine and 67/100ths Dollars (\$10,139.67.00) per month, to be paid without notice or demand, on the first day of each month, in advance.

Lessor and Lessee agree that the Base Rental stated herein shall be adjusted on each anniversary date to increase by 3% of the annual Base Rental paid the previous year.

All payments shall be sent by Lessee to the following address:

750 Commerce Street c/o Colliers International
P.O. Box 78407
Atlanta, GA30357

Any change in the above listed address must be made in writing to the Lessee within ten (10) days of the change.

Unless earlier terminated in accordance with the termination provisions of this Agreement, for the first automatic renewal year, Lessee shall pay Lessor an amount not to exceed \$121,676.00 payable in equal monthly installments of \$10,139.67 per month.

Unless earlier terminated in accordance with the termination provisions of this Agreement, for the second automatic renewal year, Lessee shall pay Lessor an amount not to exceed \$125,326.28 payable in equal monthly installments of \$10,443.86 per month.

Unless earlier terminated in accordance with the termination provisions of this Agreement, for the third automatic renewal year, Lessee shall pay Lessor an amount not to exceed \$129,086.07 payable in equal monthly installments of \$10,757.17 per month.

Unless earlier terminated in accordance with the termination provisions of this Agreement, for the fourth automatic renewal year, Lessee shall pay Lessor an amount not to exceed \$132,958.65 payable in equal monthly installments of \$11,079.89 per month.

Unless earlier terminated in accordance with the termination provisions of this Agreement, for the fourth automatic renewal year, Lessee shall pay Lessor an amount not to exceed \$136,947.41 payable in equal monthly installments of \$11,412.28 per month.

The total amount of rent Lessee shall pay to the Lessor for the five (5) year term of the lease shall not exceed Six Hundred Forty-Five Thousand, Nine Hundred, Ninety-Four and 41/100ths Dollars (\$645,994.41).

B. DEPOSIT

Deposit will be a minimum of one (1) month's rent (\$10,139.67) paid with the execution of the lease.

III. TERMINATION FEE

If the Tenant fails to renew the lease after the first year or subsequent years, the termination fees to owner to recover costs of improvements will be as follows:

- a. End of First Year-Payment of \$15,000
- b. End of Second Year-Payment of \$10,000
- c. End of Third Year-Payment of \$5,000

IV. GEORGIA OPEN RECORDS ACT

Lessor will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

V. STIPULATIONS

The stipulations, provisions, covenants, agreements, terms, conditions, floor plan of the premises and Landlords improvements in Exhibits A and B attached to this rental agreement, are expressly understood and are mutually agreed to by the parties hereto. The said stipulations, provisions, covenants, agreements, terms, conditions, floor plan of the premises, and attached hereto and marked Exhibits A and B, are hereby incorporated herein and made a part of this Agreement by reference.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlords and Tenant have hereunto executed, signed, and delivered this agreement in triplicate the day, month, and year first above written; each of the said parties keeping one of the copies hereof.

**HOUSING AUTHORITY OF THE CITY OF
DECATUR**

By: _____ (SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

NOTARY:

Signed, sealed and delivered in the presence of:

(Seal)
Notary Public

My Commission Expires:

APPROVED AS TO SUBSTANCE:

Department Director

DEKALB COUNTY, GEORGIA

_____ **by Dir.** (SEAL)

MICHAEL L. THURMOND

Chief Executive Officer

DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC, CMC

Clerk of the Chief Executive Officer

and Board of Commissioners of

DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

IN WITNESS WHEREOF, Landlords and Tenant have hereunto executed, signed, and delivered this agreement in triplicate the day, month, and year first above written; each of the said parties keeping one of the copies hereof.

HOUSING AUTHORITY OF DEKALB COUNTY

By: _____ (SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

NOTARY:

Signed, sealed and delivered in the presence of:

(Seal)
Notary Public

My Commission Expires:

APPROVED AS TO SUBSTANCE:

Department Director

DEKALB COUNTY, GEORGIA

_____ **by Dir.** (SEAL)

MICHAEL L. THURMOND

Chief Executive Officer

DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC, CMC

Clerk of the Chief Executive Officer

and Board of Commissioners of

DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

EXHIBIT A

STIPULATIONS, PROVISIONS, COVENANTS, AGREEMENTS, TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. CONSTRUCTION & VENUE

This lease shall be construed under the laws of the State of Georgia. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits and causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

2. PARAGRAPH HEADINGS

The brief paragraph headings following the numerals in this Exhibit A are for the purpose of convenience only and shall be completely disregarded in construing this rental agreement.

3. DEFINITIONS

- A.** The word “Tenant” as used in this rental agreement shall be construed to mean Tenants in all cases where there is more than one Tenant, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.
- B.** The word “Landlords” as used in this lease agreement shall be construed to mean one who leases property to another and Landlords in all cases where there is more than one Landlords, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.
- C.** The word “Premises” as used in this rental agreement shall include not only the particularly above described property but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.
- D.** Any and all references to the “Term” of the agreement contained within this rental agreement shall include not only the original term but also any renewal or extension of the original term.

4. TIME IS OF ESSENCE

All time limits stated in this rental agreement are of the essence of this agreement.

5. SERVICE OF NOTICE

All notices, statements, demands, requests, consents, approvals, or authorizations, hereunder given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

Landlords: Housing Authority of the City of Decatur
750 Commerce Drive, Suite 400
Decatur, GA 30030
Attention: Doug Faust

and

Housing Authority of DeKalb County
750 Commerce Drive, Suite 300
Decatur, GA 30030
Attention: Pete Walker

Tenant: DeKalb County Community Development Department
Attention: Byron Campbell
750 Commerce Drive, Suite 401
Decatur, GA 30030

6. COVENANT OF TITLE AND QUIET ENJOYMENT

Landlords covenants that Landlords is seized of the said Premises in fee simple absolute. Landlords agrees that the Tenant, upon paying the rents and keeping the stipulations, provisions, covenants, terms, agreements and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said Premises hereby rented for and during said term hereby granted, within any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlords or by any other person or persons whatsoever. If for any reason whatsoever, Tenant is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said Premises hereby rented, with all improvements for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlords 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 the Landlords notice thereof. If the Landlords's title shall come into dispute or litigation, the Tenant may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

7. CHANGE IN OWNERSHIP OF PREMISES

No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in ownership shall be binding on the Tenant for any purpose until the Tenant shall have furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or

division in ownership.

8. BINDING EFFECT ON HEIRS, ASSIGNS, ETC.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this rental agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of Landlords, the same as if in each case expressed.

9. LANDLORDS'S FAILURE TO DELIVER PREMISES AT COMMENCEMENT OF TERM

Should the Landlords, for any reason whatsoever, be unable to deliver possession of the said rental Premises to the Tenant at the commencement of said term as hereinbefore specified, this agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlords notice thereof. Should the Tenant elect not to exercise the aforestated option, then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of said term and the time the Landlords delivers possession of the Premises to the Tenant.

10. DESTRUCTION OF OR DAMAGE TO PREMISES

In the event the said demised Premises, either prior to the commencement date of this rental agreement or during the term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the said Premises shall not thereafter be repaired by the Landlords at Landlords's expense with reasonable promptness and dispatch, then this rental agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlords notice thereof, and rent (if any) shall be payable only to the date of such damage. Shall said Premises, either prior to the commencement date of this rental agreement or during the term thereof, be partially destroyed, by any cause whatsoever, but not rendered unfit for occupancy by Tenant, then the Landlords agrees that the Premises at the Landlords's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the Premises, there shall be fair abatement in the rent payable during the time such repairs or rebuilding are being made, such proportionate deduction of rent to be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Tenant in said Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by the Landlords. In connection with the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the Premises are fit or until for occupancy by the Tenant. Landlords agrees to notify Tenant within ten (10) days after such casualty as to whether Landlords intends to pursue reconstruction on a prompt basis.

11. INSURANCE

Landlords shall and will, at Landlords's own cost and expense, keep the premises insured against loss or damage by fire and other casualties, for not less than the amount the premises were last assessed for the purpose of taxation and shall maintain in force insurance on contents belonging to Tenant, at their full insurable value. Said insurance shall be placed with solvent, incorporated insurance companies licensed to do business in the State of Georgia. Landlords shall furnish Tenant with Certificates or other acceptable evidence that such insurance is in effect.

12. USE OF PREMISES AND INSURANCE REQUIREMENTS

Tenant shall not use said premises for any purpose other than the public functions and facilities for which the said premises are hereby rented; and no use shall be made of said premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the said premises. The Tenant further agrees not to sell, or permit to be kept for use, in or about said premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

13. CANCELLATION OF RENTAL AGREEMENT BY COUNTY

The County may **unilaterally** terminate this rental agreement, in whole or in part, for the County's convenience, or because of failure of the Landlords to fulfill the obligations of this rental agreement **in any respect**. The County shall terminate by delivering to the Landlords, with at least ninety (90) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the County, the written notice shall be sent to the Landlords, addressed as follows:

Housing Authority of the City of Decatur
750 Commerce Drive, Suite 400
Decatur, GA 30030
Attention: Doug Faust

and

Housing Authority of DeKalb County
750 Commerce Drive, Suite 300
Decatur, GA 30030
Attention: Pete Walker

All notices sent to the above addresses shall be binding upon the Landlords unless said addresses are changed by the Landlords in writing to the County.

Shall the Tenant at any time be in default in the payment of rent, or in the performance of any of the stipulations, covenants, terms, conditions, agreements, or provisions of this

rental agreement, and fail to remedy such default within twenty (20) days after receipt of notice thereof from the Landlords, it shall be lawful for the Landlords to enter and repossess said premises, expel and remove the Tenant and its effects therefrom.

14. HOLDING OVER

Any holding over, or continued use and/or occupancy by the Tenant, of the rented premises after the expiration of this rental agreement shall operate and be construed as a tenancy at will at the same monthly rate of rent set out above and under the same terms and conditions in force at the expiration of the agreement.

15. CONDEMNATION

In the event, during the term of this rental agreement, the whole or any part of the premises hereby rented shall be appropriated or taken by any Municipal, County, State, Federal, or other 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, ordinance or by court decree, whether by consent or otherwise, the use of the premises by the Tenant for the purposes hereinabove referred to shall be prohibited, the Tenant shall have the right to immediately terminate this rental agreement upon notice to the Landlords and the rent shall be paid only to the time when the Tenant surrenders possession of the premises. When only a portion of the demised premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceeding, the Tenant shall have an election as to whether it will terminate and cancel this rental agreement at the time a portion of the demised premises must be surrendered or whether it will remain in the demised premises with remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus acquired to the total square feet originally contained in the demised premises. To exercise this election, the Tenant must notify the Landlords within twenty-five (25) days after it is ultimately determined what portion of the premises will be taken under such proceeding. In the event the Tenant elects to remain on the premises under the condition set forth above, the Landlords agrees to promptly make all necessary alterations and repairs which shall be required because of such partial acquisition. The rights of the Landlords shall in no way prejudice or interfere with any claim which the Tenant may have against the authority exercising the power of eminent domain or condemnation for damages, or otherwise, for destruction of or interference with the business of the Tenant in the demised premises.

16. RUBBISH REMOVAL

Tenant, at Tenant's expense, shall (i) keep the Premises clean, both inside and outside and shall see that all ashes, garbage, trash, excelsior, and all other refuse is removed from the said Premises.

17. REPAIRS AND IMPROVEMENTS

A. REPAIRS BY LANDLORDS:

During the term of this rental agreement, Landlords shall, at Landlords's sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing demised premises together with any improvements or additions the Landlords might install in or place upon the demised premises in the course of the term of this rental agreement. Landlords agrees that any services, replacement, or repairs made by Tenant, to the existing premises or to any improvements or additions made by the Landlords, shall not be construed as a waiver by the Tenant of this provision. In the event that Tenant constructs or erects any additions and/or improvements to or on the demised premises, Landlords shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair. In the event that Tenant makes an emergency repair to avoid damage to the personnel or property of Tenant, where Landlords has not promptly acted to make such repair, Tenant may deduct cost thereof from future rental payments.

B. REPAIRS BY TENANT/TENANT FINISH ALLOWANCE:

Improvements to Leasable Space will generally consist of replacement of carpet and painting of interior walls. A wall and door would be constructed in the breakroom to separate the utilities from the employee break area. Cost is estimated for buildout to be \$25,000. Costs beyond this level are directly reimbursable to the Landlords by the Tenant before occupancy.

C. ALTERATIONS TO PREMISES:

Landlords reserves the right to determine the specific vendors, contractors, materials, and finishes for the Premises. Tenant will only make alterations to the Premises with the advance approval of the Landlords.

18. ENTRY FOR INSPECTION AND REPAIRS, ALTERATIONS, OR ADDITIONS

Tenant shall permit Landlords and Landlords's agents or employees, to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the premises.

19. JANITORIAL SERVICES

Landlords will pay for standard janitorial services for the site.

20. EXPENSES AND UTILITIES

Landlords will pay for electric, water, and sewer. Landlords will pay for normal trash collection using a standard dumpster. Removal of furnishing or other large items brought by the Tenant to the Premises will be the sole responsibility of the tenant.

A. COMPUTER AND PHONE CABLING

Tenant may utilize existing Cat 5 and telephone wiring for their office purposes. Landlords makes not specific representation about the cabling to the Tenant. Tenant will not remove existing wiring even if additional wiring is added to serve the Tenant's needs in the space.

21. NOTICE TO LANDLORDS OF DAMAGE OR DEFECTS

Tenant shall give to the Landlords prompt written notice of any accident to or any defects in the said Premises and such damage or defects shall be remedied with due diligence by the Landlords at Landlords's own expense; unless caused by the negligence of the Tenant, its employees, agents or representatives.

22. TAXES AND ASSESSMENTS

Landlords, during said term of this rental agreement, agrees, and covenants to pay off, satisfy and discharge, as they become due, all assessments, taxes, levies and other charges, general and special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and charged upon the Premises herein demised and rented.

23. TERMITES, RODENTS AND PESTS

Landlords shall, at Landlords's own expense, keep the demised premises free from infestation by termites, rodents and other pests and shall repair all damage caused to the demised premises by the same during the term of this rental agreement. Tenant shall, at Tenant's own expense provide pest control for the rented area.

24. REMOVAL OF IMPROVEMENTS, ERECTIONS AND ADDITIONS BY TENANT

With the express consent of the Landlords first having been had and obtained, the Tenant may make, at Tenant's own expense, such improvements, erections and alterations as are necessary to adapt the Premises for the conduct of the Tenant's business. All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable furniture of Tenant) made in or upon the Premises, either by Tenant or Landlords, shall be Landlords's property, and shall remain upon the Premises at the termination of said term by lapse of time or otherwise, without compensation to Tenant.

A. Signage Directional Signage is located in the lobby and will be provided by the Landlords.

25. REMOVAL OF FIXTURES BY TENANT

At any time before the expiration or termination of this agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances and movable furniture which it has placed in or upon the demised premises.

26. NO WAIVER

No failure or delay of Landlords to exercise any right or power given it herein or to insist upon strict compliance by lessee with any obligation imposed on it herein, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Landlords of any right it has herein to demand strict compliance with the terms hereof by lessee. No officer, agent, or employee of Landlords has or shall have any authority to waive any provision of this lease unless such waiver is expressly made in writing and signed by an authorized officer of Landlords.

27. ENTRY FOR CARDING, ETC.

In the event that Tenant does not exercise the renewal or extension option provided above, then it is agreed that the Landlords may, within sixty (60) days next preceding the expiration of the term of this agreement, card premises advertising and said premises "For Sale" or "For Rent". Landlords may enter the premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

28. BUSINESS HOURS

Normal business hours are anticipated to be 7:00 a.m. to 6:00 p.m., Monday through Friday. If Tenant proposes access or work hours on the weekends or significantly after hours, then Tenant would be responsibility for the costs of reasonable utilities for the time involved and for the provision of building staff for access to and closure of the Building.

29. PARKING

Visitor parking is available at the front of building and additional overflow in the rear of the building. On-site parking is available for the clients. An estimated twenty (20) spaces would be available, but not specifically reserved, under this proposed lease. Tenant may park two (2) vehicles on-site overnight as a convenience and at its own risk. Visitor parking is available at the front of building and additional overflow in the rear of the building.

30. RESTROOMS

Restrooms are available for use by the tenant on the first floor as follows.

- Accessible restroom for general public with door code.

- Two restrooms for client and building occupants with door code.

31. ABANDONMENT OF RENTED PREMISES

During the term of this agreement, Tenant agrees not to abandon or vacate the Premises without cause, subject however to the provisions of paragraph 32 herein.

32. WASTE AND NUISANCE

Tenant shall not commit, or suffer to be committed any waste upon the said 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 in which demised Premises may be located.

33. SUBLETTING

Tenant shall not assign this rental agreement, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the said premises, or any portion thereof, without the consent of Landlords first having been obtained, except that Tenant may make subleases and assignments to other agencies of DeKalb County without Landlords's approval. However, it is agreed by the parties hereto that Landlords shall not unreasonably withhold such consent. Any such assignment or subletting without such consent should be void, and shall, at the option of Landlords, on twenty (20) days' notice to Tenant, terminate this rental agreement. Consent to one assignment and/or subletting shall not destroy this provision, and all later assignments and/or subletting shall likewise be made only on prior consent of Landlords, which consent shall not unreasonably be withheld.

34. EFFECT ON ASSIGNMENTS AND SUBLETTING WHEN TENANT SURRENDERS RENTAL PROPERTY

The voluntary or other surrender of this rental agreement by Tenant, or a cancellation thereof, shall not work a merger, and shall, at the option of Landlords, terminate all or any existing sublets or subtenancies, or may, at the option of Landlords, operate as an assignment to him of any or all such sublets or subtenancies.

35. SURRENDER OF PREMISES

At termination of this agreement, Tenant shall surrender the Premises and keys thereof to Landlords in the same condition as at commencement of the term, natural wear and tear, damage by fire, acts of God, the elements, or other casualties, condemnation and/or appropriation and damage or defects arising from the negligence or default of the Landlords excepted.

36. NON-BINDING EFFECT ON FUTURE GOVERNING AUTHORITIES, ETC.

Nothing in this agreement shall be construed as binding on any future governing authorities of DeKalb County to create a debt beyond the year in which made or

renewed as prohibited by Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983.

37. SEVERABILITY

If any clause or provision of this lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulations of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this lease shall not be affected thereby, unless such invalidity is, in the sole determination of Landlords, essential to the rights of both parties, in which event Landlords has the right to terminate this lease on written notice to Lessee.

38. SUBORDINATION

The Lease, and rights of the Tenant, shall be subject and subordination in all respects to all present and future mortgages on the Premises and property upon which the Premises is located, including all modifications, extensions, supplements, consolidations and replacements thereof.

39. TERMS

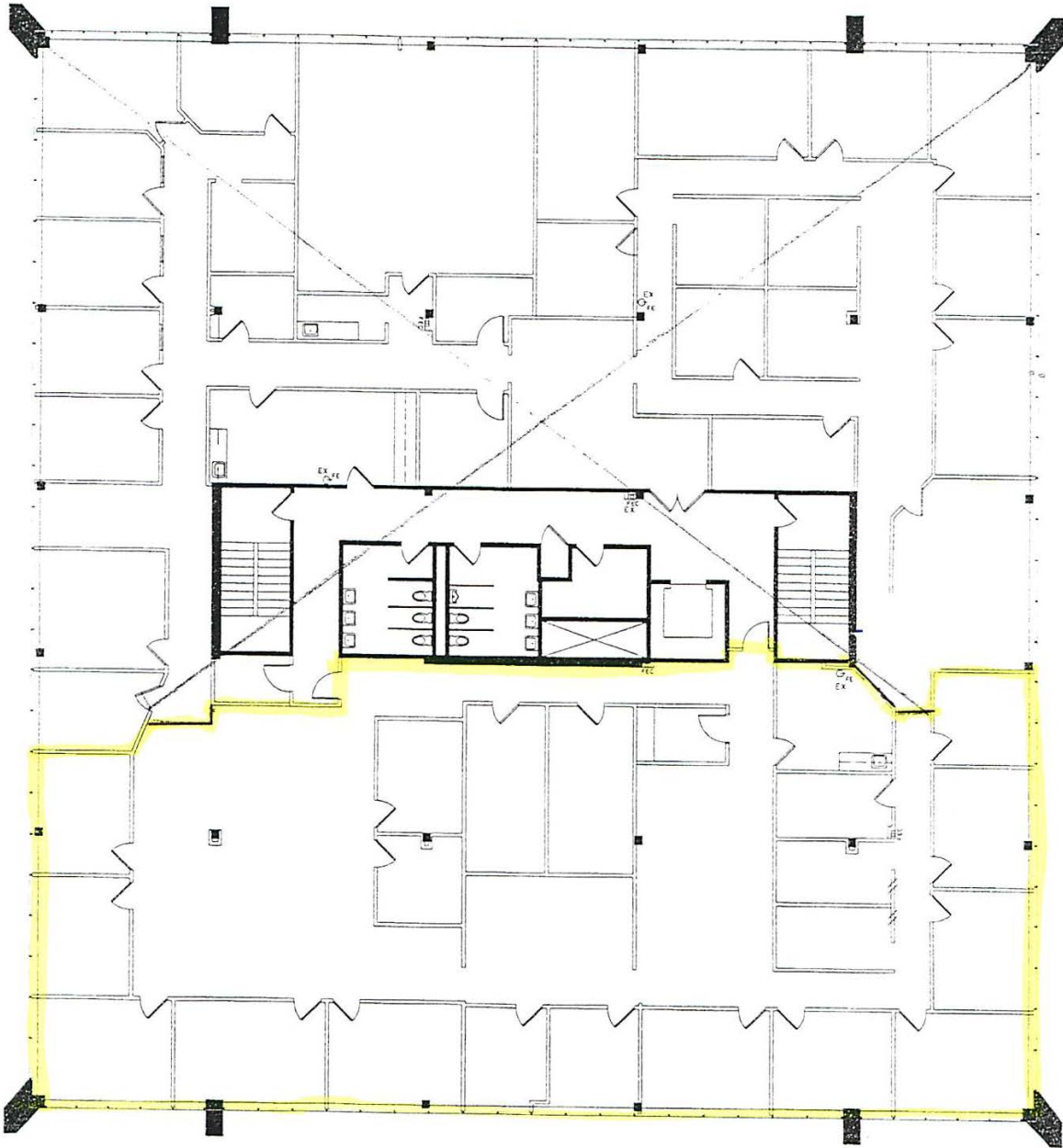
This is only an offer to lease the Premises on the terms and conditions contained herein and this is not a binding legal agreement. Such an offer shall not be binding on Tenant or Landlord until a satisfactory lease agreement has been mutually executed and exchanged.

40. ENTIRE AGREEMENT

This Lease Agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the demised Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this rental agreement shall be binding upon the parties herein unless reduced to writing and signed by all parties to this rental agreement.

EXHIBIT B

FLOOR PLAN OF THE PREMISES



750 COMMERCE DRIVE
4TH FLOOR

