
(Space Above for Recorder's Use)

After recording please return to:
First American Title Insurance Company
National Commercial Services
Six Concourse Parkway, Suite 200
Atlanta, Georgia 30328
Attn: Lynsey Poole

LIMITED WARRANTY DEED

For consideration of TEN DOLLARS (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SMIP LL, LLC, a Delaware limited liability company ("*Grantor*"), hereby conveys to BREIT STONE MOUNTAIN OWNER LLC, a Delaware limited liability company ("*Grantee*"; the words "*Grantor*" and "*Grantee*" to include their respective heirs, successors and assigns where the context requires or permits), the following real property situated in DeKalb County, Georgia together with all appurtenant benefits, rights, and privileges (collectively, the "*Property*"):

See Exhibit "A" attached hereto and incorporated herein by this reference.

To have and to hold said Property, together with any and all improvements located thereon, and any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee and the heirs, legal representatives, successors, successors-in-title and assigns of Grantee, forever, in fee simple.

Subject to the title exceptions listed on Exhibit "B" attached hereto and incorporated herein by reference ("*Permitted Title Exceptions*"). The Grantor hereby binds itself and its successors to warrant and defend the title as against the claims of all persons whomsoever claiming by, through or under Grantor and no other, subject to the Permitted Title Exceptions.

Notwithstanding any provision to the contrary, except as expressly set forth in the immediately preceding paragraph and/or in that certain Purchase and Sale Agreement by and between Grantor and Grantee dated as of April 9, 2019, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Limited Warranty Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS."

[Signature follows on the next page]

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this deed the ____ day of

May, 2019.

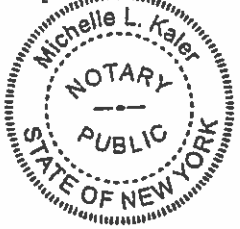
Signed, sealed and delivered in
the presence of:

Christina Medina
Unofficial Witness

Michelle L. Kaler
Notary Public

My commission expires:

[NOTARIAL SEAL]



Michelle L. Kaler
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6289638
Qualified in New York County
Commission Expires September 30, 2021

GRANTOR:

SMP LL, LLC,
a Delaware limited liability company

By: [Signature]
Name: I. Michael O'Brien
Its: Vice President

[SEAL]

2156 Flintstone Drive

All that tract or parcel of land, lying and being in Land Lot 215 of the 18th Land District, Dekalb County, Georgia, being more particularly described as follows,

To Find The True Point of Beginning, Commence at a 1/2 Inch re-bar set at the Intersection of the South 100 foot Right-of-Way of Hugh Howell Road and the West 60 foot Right of-Way of Flintstone Drive, Thence proceeding along the West 60 foot Right-of-Way of Flintstone Drive, South 00 degrees 27 minutes 52 seconds East for a distance of 505.46 feet to a mag nail set, the True Point of Beginning; Thence continuing along the West 60 foot Right-of-Way of Flintstone Drive, South 00 degrees 27 minutes 52 seconds East for a distance of 145.00 feet to a nail found at the Base of a 1/2 inch re-bar found; Thence leaving the West 60 foot Right-of-Way of Flintstone Drive, South 89 degrees 45 minutes 31 seconds West for a distance of 356.52 feet to a 1/2 inch re-bar set; Thence North 00 degrees 17 minutes 54 seconds West for a distance of 144.80 feet to a 1/2 inch re-bar set; Thence North 89 degrees 43 minutes 33 seconds East for a distance of 356.10 feet to a mag-nail set, the True Point of Beginning.

Said property contains 1.185 acres.



Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.georgia.gov/corporations

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR FOREIGN LIMITED LIABILITY COMPANY

IMPORTANT Please provide the entity's primary email address when completing this form.
Primary Email Address:

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

Form with 9 numbered sections containing fields for company name, address, jurisdiction, date of formation, registered agent, and signature. Includes a signature line for Lakecia Stanford, Assistant Secretary, dated April 22, 2019.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

BREIT Stone Mountain Owner LLC
a Foreign Limited Liability Company

- has been duly formed under the laws of Delaware and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **04/23/2019**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/25/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BREIT Industrial Holdings LLC	
2 Business name/disregarded entity name, if different from above BREIT Stone Mountain Owner LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, F=Partnership) ▶ <u>P</u> <small>Note. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 222 S. Riverside Plaza, Suite 2000	Requester's name and address (optional)
6 City, state, and ZIP code Chicago, IL 60606	
7 List account number(s) here (optional) BREIT Stone Mountain Owner LLC	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
				-			-	

or

Employer identification number								
8	2	-	5	1	2	9	2	0

Note. If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶ **4/24/2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS
Atlanta Urban Logistics Portfolio

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS (this "Bill of Sale") is made as of the ___ day of May, 2019, by and between SMIP LL, LLC, a Delaware limited liability company ("Seller"), SMIP TT, LLC, a Delaware limited liability company (the "SMIP Master Tenant" and together with Seller and each, individually, as the context may require, "Assignor"), and BREIT STONE MOUNTAIN OWNER LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

All right, title and interest of Assignor in and to all tangible personal property ("Personalty") set forth in the inventory on Exhibit A hereto and made a part hereof, and all of the equipment, machinery, furniture, furnishings, supplies and other tangible personal property located on, and used exclusively in connection with the ownership, management, maintenance or operation of that certain land and improvements as more particularly described in Exhibit B hereto and made a part hereof ("Real Property"), but excluding tangible personal property owned or leased by Assignor's property manager or the tenants of the Real Property under the Tenant Leases (as defined below).

All of the landlord's/lessor's interest in and to those leases (the "Tenant Leases"), relating to the leasing of space in the Real Property described on Exhibit C hereto and made a part hereof, and all of the rights, interests, benefits and privileges of the lessor thereunder, and to the extent Assignee has not received a credit therefor under the Purchase Agreement (as defined below), all prepaid rents and security and other deposits held by Assignor under the Tenant Leases and not credited or returned to tenants, but subject to all terms, conditions, reservations and limitations set forth in the Tenant Leases.

All of Assignor's right, title and interest, if any, without warranty, in all intangible personal property related exclusively to the Real Property and the improvements located thereon, including, without limitation: all trade names and trademarks associated exclusively with the Real Property and the Improvements, including Seller's and the SMIP Master Tenant's rights and interests, if any, in the name of the Real Property; all URLs and websites and applications therefor used exclusively with respect to the Property (as such term is defined in the Purchase Agreement (hereafter defined); the plans and specifications and other architectural and engineering drawings for the Improvements, if any, and for any proposed improvements on the Real Property, including, without limitation, the plans, specifications and other drawings submitted in connection with site plan approval for any undeveloped parcels; contract rights related to the operation, ownership or management of the Real Property, including maintenance, service, construction, electric utility service, parking, supply, and equipment rental contracts, if any, but not including Leases or License Agreements (collectively, the "Contracts"); warranties; governmental permits, approvals and licenses, if any; and telephone exchange numbers, and each insofar only as the same are assignable by Assignor and without cost to Assignor (collectively the "Intangible Personal Property").

All of the licensor's interest in and to all agreements (other than Leases), if any, for the leasing or licensing of rooftop space or equipment, telecommunications equipment, cable access and other space, equipment and facilities that are located on or within the Real Property and generate income to Assignor as the owner of the Real Property, as set forth on Exhibit D hereto and made a part hereof (the "License Agreements").

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement (as amended, the "Purchase Agreement") dated as of April 9, 2019, between Assignor and Assignee, providing for, among other things, the conveyance of the Personalty, the Tenant Leases, the Intangible Personal Property, the License Agreements and the Contracts.

As set forth in Article 11 of the Purchase Agreement, which is hereby incorporated by reference as if herein set out in full and except as set forth in the Purchase Agreement and herein, the property conveyed hereunder is conveyed by Assignor and accepted by Assignee AS IS, WHERE IS, AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY CONVEYED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF, AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE GEORGIA UNIFORM COMMERCIAL CODE.

Assignee hereby accepts the assignment of the Personalty, the Tenant Leases, the Intangible Personal Property, the Contracts and the License Agreements and agrees to assume and discharge, in accordance with the terms thereof, (a) all of the obligations thereunder arising from and after the date hereof, including, without limitation, the obligations and duties of Assignor relating to any tenant deposits either delivered to Assignee or for which Assignee received a credit from Assignor pursuant to the Purchase Agreement, and including Leasing Costs (as such term is defined in the Purchase Agreement) with respect to Leases and License Agreements in force as of or prior to the Effective Date of the Purchase Agreement, and (b) all of the lessor's obligations under the Tenant Leases. Additionally, Assignee agrees to assume Assignor's obligations for Leasing Costs incurred with respect to Leases and Lease renewals and extensions and License Agreements and License Agreement renewals and extensions executed subsequent to the Effective Date of the Purchase Agreement. Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations. Additionally, Assignee shall indemnify, defend, and hold harmless Assignor from and against any third-party claims, demands, expenses (including reasonable attorneys' fees) or liabilities with respect to any death or bodily injury or damage to personal property owned by a third party occurring in or on the Real Property from and after the date hereof.

This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first above written.

ASSIGNOR:

SMIP LL, LLC,
a Delaware limited liability company

By: 

J. Michael O'Brien
Vice President

SMIP TT, LLC,
a Delaware limited liability company

By: 

J. Michael O'Brien
Vice President

ASSIGNEE:

BREIT STONE MOUNTAIN OWNER LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first above written.

ASSIGNOR:

SMIP LL, LLC,
a Delaware limited liability company

By: _____
J. Michael O'Brien
Vice President

SMIP TT, LLC,
a Delaware limited liability company

By: _____
J. Michael O'Brien
Vice President

ASSIGNEE:

BREIT STONE MOUNTAIN OWNER LLC,
a Delaware limited liability company

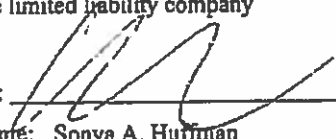
By: 
Name: Sonva A. Huffman
Title: Authorized Signatory

Exhibit A

Personalty

None

2156 Flintstone Drive

All that tract or parcel of land, lying and being in Land Lot 215 of the 18th Land District, DeKalb County, Georgia, being more particularly described as follows,

To Find The True Point of Beginning, Commence at a 1/2 inch re-bar set at the intersection of the South 100 foot Right-of-Way of Hugh Howell Road and the West 60 foot Right of-Way of Flintstone Drive, Thence proceeding along the West 60 foot Right-of-Way of Flintstone Drive, South 00 degrees 27 minutes 52 seconds East for a distance of 505.46 feet to a mag nail set, the True Point of Beginning; Thence continuing along the West 60 foot Right-of-Way of Flintstone Drive, South 00 degrees 27 minutes 52 seconds East for a distance of 145.00 feet to a nail found at the Base of a 1/2 inch re-bar found; Thence leaving the West 60 foot Right-of-Way of Flintstone Drive, South 89 degrees 45 minutes 31 seconds West for a distance of 356.52 feet to a 1/2 inch re-bar set; Thence North 00 degrees 17 minutes 54 seconds West for a distance of 144.80 feet to a 1/2 inch re-bar set; Thence North 89 degrees 43 minutes 33 seconds East for a distance of 356.10 feet to a mag-nail set, the True Point of Beginning.

Said property contains 1.185 acres.

1. Lease Agreement dated 10-12-2018
2. Tenant Acceptance Agreement dated 10-5-2018

2140 Flintstone Drive

Tenant: Comcast Cable Communications, LLC (successor-by-merger to Comcast Of Georgia/Virginia, Inc., f/k/a as Comcast of Georgia/Virginia, LLC, f/k/a Comcast of Georgia/Virginia, Inc., f/k/a Comcast of Georgia, Inc., f/k/a MediaOne of Colorado, Inc.)(Suite A)

1. Lease Agreement dated 6-28-2001
2. First Amendment to Lease Agreement 9-30-2001
3. Second Amendment to Lease Agreement 12-15-2011
4. Ground Lease for Youth Soccer Field dated 12-15-2011
5. SNDA dated 12-15-2011
6. NDA for Youth Soccer Field dated 12-15-2011
7. Renewal Option Exercise letter dated 3-12-2012
8. Third Amendment to Lease Agreement 4-1-2019

2156 Flintstone Drive

Tenant: DeKalb County (Suite A)

1. Lease Agreement dated 5-8-2012
2. Certificate of Occupancy dated 8-16-2012
3. Commencement Date Agreement dated 10-10-2012
4. First Amendment to Lease Agreement dated 5-22-2014

2157 Tucker Industrial Road

Tenant: HD Supply Waterworks Ltd./Core & Main (Suite A)

1. Lease Agreement dated 7-1-2010
2. First Amendment to Lease Agreement dated 7-13-2015

2171 Tucker Industrial Road

Tenant: A-1 Amusement Masters Productions, Inc. (Suite A)

1. Lease Agreement dated 6-29-2011
2. First Amendment to Lease Agreement dated 1-9-2017

2177 Flintstone Drive

Tenant: Ecolink, Inc. (Suite A)

1. Certificate of Occupancy dated 2-28-2007

BREIT Stone Mountain Owner LLC
90 Park Avenue, 32nd Floor
New York, NY 10016
215.887.2280

May 17, 2019

DeKalb County
2156 Flintstone Drive, A
Stone Mountain, GA, 30083

Re: The Lease with respect to property located at 2156 Flintstone Drive, Stone Mountain, GA 30083, (the "Property") between BREIT Stone Mountain Owner LLC ("Landlord") and DeKalb County ("Tenant") LINK BU # bt40484

Dear Tenant:

On May 14, 2019, BREIT Stone Mountain Owner LLC, a subsidiary of BREIT Industrial Holdings, LLC acquired the Property from SMIP LL, LLC ("Seller"). In connection with the purchase, Seller assigned to, BREIT Stone Mountain Owner LLC, all of its interest and obligations.

We wanted to take this opportunity to welcome you as our Tenant and to provide you with the individuals responsible for this asset.

Additionally, there are several pieces of information we wanted to share with you regarding rent payments and communication we have outlined these items below:

- (1) You have new payment instructions in connection with your rental payments which are outlined below. If you have any questions or concerns regarding this, please email the rent contact noted on Schedule B.
- (2) Enclosed is a W9 for your convenience.

ACH/Wire Instructions	USPS Mail Instructions:
Bank: Bank: Wells Fargo Bank, N.A.	BREIT Stone Mountain Owner LLC
Beneficiary Account #: 4811029198	PO Box 208046
ACH & Wire ABA #: 121000248	Dallas, TX 75320-8046
Account Name: BREIT Stone Mountain Owner LLC	

(3) You will need to update Landlord's notice address under the Lease as follows:

Landlord Address:	With a Copy to:
BREIT Stone Mountain Owner LLC 220 Commerce Drive, Suite 400 Fort Washington, PA 19034 Attn: Link Industrial Management LLC	BREIT Stone Mountain Owner LLC c/o Link Industrial Management LLC 90 Park Avenue, 32 nd Floor New York, NY 10016 Attn: General Counsel

- (4) New insurance certificates will need to be provided to the Landlord reflecting the appropriate insured parties; this process is outlined on Schedule A.
- (5) There are new property contacts outlined on Schedule B.
- (6) Link Industrial will be rolling out a new technology initiative known as the Commercial Café Tenant Portal. We have attached information regarding this service to this letter.
- (7) In order to ensure we have good communication with you and the appropriate members of your team we ask that you please complete Schedule C, Tenant Contacts, and return back via email South.east.LeaseAdmin@Liprop.com

Thank you for your attention to this matter. If you have any questions, please feel free to reach out to the applicable contact at the email address attached.

Very truly yours,

BREIT STONE MOUNTAIN OWNER LLC



Name: Sonya A. Huffman
Title: Chief Operations Officer

Enc.

Schedule A

Tenant Property & Liability Certificates of Insurance

RE: New Additional Insureds

All tenant insurance certificates should identify the Tenant as Insured

Additional Insureds should read:

- 1. BREIT Stone Mountain Owner LLC**
- 2. Link Industrial Management LLC**
- 3. STREAM REALTY PARTNERS – DFW, L.P.,**
- 4. Revantage Corporate Services LLC**

Certificate Holder should read:

**BREIT Stone Mountain Owner LLC
c/o Link Industrial Management LLC
220 Commerce Drive, Suite 400
Fort Washington, PA 19034**

Link utilizes a third-party service, Ebix, that will continue to maintain following:

- Reviewing tenant insurance certificate to determine if the coverage shown meets the stated lease requirements**
- Following up if documentation received does not meet the stated lease requirements**
- Notifying Landlord of any lapse or deviation between your coverage shown on the certificate and the stated lease requirements**
- Please send updated Certificates to Ebix at liprop@ebix.com**

DeKalb County("Tenant")
LINK BU bt40484

**Schedule B
Property Contacts**

Property Address	2156 Flintstone Drive, A Stone Mountain, GA, 30083
Rent, Billing and Collection Questions	Southeast_Rents@Liprop.com
Regional Portfolio Manager	Dan Joyce djoyce@liprop.com
Regional Real Estate Manager	Steve Giordano sgiardano@liprop.com
Local Property Manager	Carlene Burnett carlene.burnett@streamrealty.com
Lease Administration Questions	Southeast.LeaseAdmin@Liprop.com

Updated Tenant Contact Information

<u>Contact:</u>	<u>Name:</u>	<u>Address:</u>	<u>Phone and Email:</u>
Notice Contact:			
*Billing Contact:			
Legal Contact:			
Leasing Contact:			
*Onsite Maintenance Contact:			
Additional Access to Commercial Café Tenant Portal:			

* Billing and Onsite Maintenance Contacts will automatically get invited to the Commerical Café – Tenant Portal. If you would like any additional contacts to have access to the portal please add the information above.

Commerical Café – Tenant Portal

We are extremely excited share with you our new Tenant Portal. This portal is user friendly and will provide easy access to important account information to all users. You will now have 24/7 access to your account, so that you can easily review rent payment history, view lease documents, submit maintenance requests and more. Once we receive the email address for your Billing and Onsite Contacts (along with any other contact you designate on Schedule C above), our team will initiate the portal process, so that your contacts will receive the registration invitation email to automatically register for the portal:



Instant Registration to Tenant Portal

Dear Tenant:

Welcome to our Tenant Portal.

We have established your Tenant Portal account with your current information on file. Your username is your email address (^ContactEmail^). You can change it after activating your account.

To complete your Instant Registration, click on the link below and create your password and activate your account on our Tenant Portal.

[^LoginRecoverURL^](#)

Once activated, your Tenant Portal account will provide you online access to:

- Enjoy 24/7 self-service account management
- Submit maintenance requests
- Check out upcoming community events
- Much, much more!

If you want to change your email address, please update it in your Tenant Portal account profile. Your email address must be current to receive notifications and other online activity confirmations.

If you have any questions, please contact us. We appreciate the opportunity to serve you.

This is an auto-generated email. Do not reply to this email.

Thank you,
[^PropertyName^](#)

REV.
10/02

DEKALB COUNTY

ITEM NO.

BOARD OF COMMISSIONERS

BUSINESS AGENDA / MINUTES

MEETING DATE: April 22, 2014

HEARING TYPE
Preliminary

ACTION TYPE
Resolution

SUBJECT: Amendment Number 1 to Contract 12-902427 with Stone Mountain Industrial Park, Inc.

DEPARTMENT Police

PUBLIC HEARING: YES NO

ATTACHMENT YES No
PAGES: 5

INFORMATION James W. Conroy
CONTACT: Interim Chief of Police
PHONE NUMBER: 770-724-7440

approved

PURPOSE:

To consider approving amendment No. 1 to contract 12-902427 with Stone Mountain Industrial Park, Inc.;

Original Contract Term Dollar Amount: \$ 807,648.56
Original Contract Term: December 31, 2021
Proposed Cumulative Contract Term Dollar Amount: \$ 787,709.60

and; To authorize the Chief Executive Officer to execute the necessary documents.

NEED/IMPACT:

DeKalb County Police Department currently leases space to house Police personnel for specialized units. The cost of this lease is fully funded through confiscated funds. The initial date of commencement was anticipated as May 2012 however the actual lease did not go into effect until November 2012. This created a reduction in cost of \$19,938.96.

RECOMMENDATION(S):

To approve amendment No. 1 to contract 12-902427 with Stone Mountain Industrial Park, Inc.;

Original Contract Term Dollar Amount: \$ 807,648.56
Original Contract Term: December 31, 2021
Proposed Cumulative Contract Term Dollar Amount: \$ 787,709.60

and; To authorize the Chief Executive Officer to execute the necessary documents.



RECEIVED
MEMORANDUM
2014 JUN -6 PM 1:39

DeKalb County
Purchasing and
Contracting

PUBLIC SAFETY
FINANCIAL SERVICES

TO: Interim Chief James W. Conroy, Police Services

FROM: Scott M. Callan, CPSM, Acting Chief Procurement Officer
Department of Purchasing and Contracting

DATE: June 2, 2014

SUBJECT: Amendment No. 1 to Contract No. 12-902427 with Stone Mountain Industrial Park, Inc. for Rental Agreement for Approximately 16,400 square feet of Office Space at 2156 Flintstone Drive, Tucker, Georgia

Attached are two (2) originals of the subject Amendment that have been executed by the Chief Executive Officer of DeKalb County. Please transmit the executed documents to the Stone Mountain Industrial Park, Inc., as we believe that it is best for your department to deal directly with the Landlord. (This is an exception to the procedure that makes Purchasing and Contracting Department responsible for transmitting executed documents to the contractor.)



Scott M. Callan, CPSM
Acting Chief Procurement Officer
Department of Purchasing and Contracting

SMC:YB:skr

yb
Attachment

STATE OF GEORGIA

COUNTY OF DEKALB

AMENDMENT NO. 1
TO
CONTRACT NO. 12-902427

THIS AMENDMENT by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County"); and Stone Mountain Industrial Park, Inc., a corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as the "Landlord").

WITNESSETH:

WHEREAS, County and Landlord have previously entered into a certain Contract dated May 8, 2012, (DeKalb County Contract No. 12-902427), (hereinafter referred to as the "Agreement" or "Contract") for Rental Agreement for Approximately 16,400 Square Feet of Office Space at 2156 Flinstone Drive, Tucker, Georgia;

WHEREAS, County and Landlord desire to reduce the rental amount for the initial term of the lease; and,

WHEREAS, the County and the Consultant desire to amend that said contract, as amended to date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. The Contract is hereby amended as follows:

A. ARTICLE III, **FIXED RENTAL**. **DELETE Paragraph 2** in its entirety and REPLACE with the below revised Paragraph 2 as follows:

Term Commencing on the 1st day of September, 2012 and ending on December 31, 2012:

The County agreed to pay Nineteen thousand Nine hundred thirty eight and 96/100 Dollars (\$19,938.96) for the rent and use of the premises totaling fifteen thousand eight hundred twenty six and 00/100 dollars and operating expenses totaling four thousand one hundred twelve and 96/100 dollars (\$4,112.96).

- II. NO ADDITIONAL MODIFICATION.** All other terms and conditions of the Contract remain unchanged and in full force and effect. The terms and conditions contained in this Amendment No. 1 shall govern over any inconsistent terms and conditions contained in the Contract.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this 22 day of MAY, 2014.

STONE MOUNTAIN INDUSTRIAL PARK, INC.

DEKALB COUNTY, GEORGIA

By: [Signature] (SEAL)
Signature
Lawrence P. Callahan
Name (Typed or Printed)
President
Title

[Signature] by Dir. (SEAL)
LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia 5/22/14

ATTEST:
[Signature]
Signature
Michael G. Kerman
Name (Typed or Printed)
Secretary
Title

ATTEST:
[Signature]
BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:
[Signature]
Department Director

APPROVED AS TO FORM:
[Signature]
County Attorney Signature

SIC
ATST
Kendric E. Smith
County Attorney Name (Typed or Printed)

CERTIFICATE OF CORPORATE RESOLUTION

I, Michael G. Kerman, certify the following:


That I am the duly elected and authorized Secretary of Stone Mountain Industrial Park, Inc. (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed Lawrence P. Callahan, in ^{his} ~~her~~ official capacity as President of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia: Rental Agreement for Approximately 16,400 square feet of Office Space at 2156 Flintstone Drive, Tucker, Georgia;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the 27th day of January, 2014.



(Secretary) (CORPORATE SEAL)

REV.
10/02

DEKALB COUNTY

ITEM NO.

BOARD OF COMMISSIONERS
BUSINESS AGENDA / MINUTES
MEETING DATE: May 8, 2012

HEARING TYPE
Preliminary

ACTION TYPE
Resolution

SUBJECT: Contract with Stone Mountain Industrial Park, Inc. to lease ± 16,400 square feet of office space

DEPARTMENT Police

PUBLIC HEARING: YES NO

ATTACHMENT YES No
PAGES: 18

INFORMATION CONTACT: William O'Brien
Chief of Police
PHONE NUMBER: 770-724-7440

PURPOSE:

To consider approving a contract with Stone Mountain Industrial Park, Inc. to lease ± 16,400 square feet of office space for a period of ten years at a total cost of \$807,648.56; and

To authorize the Chief Executive Officer to execute the necessary documents.

NEED/IMPACT:

DeKalb County Police Department currently is in need of additional space to house Police personnel for specialized units. The cost of this lease will fully be funded through confiscated funds.

RECOMMENDATION(S):

To approve a contract with Stone Mountain Industrial Park, Inc. to lease ± 16,400 square feet of office space for a period of ten years at a total cost of \$807,648.56; and

Authorize the Chief Executive Officer to execute the necessary documents.



MEMORANDUM

DeKalb County
Purchasing and
Contracting

April 19, 2012

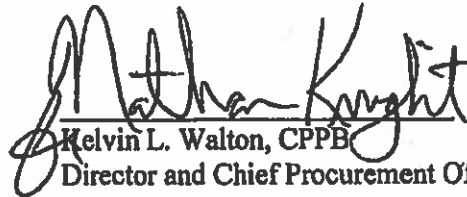
TO: Chief William O'Brien, Director, Police

FROM: Kelvin L. Walton, Director and Chief Procurement Officer
Purchasing and Contracting

SUBJECT: Rental Agreement with Stone Mountain Industrial Park, Inc. for
approximately 16, 400 square feet of office space at 2156 Flintstone Drive,
Tucker, Georgia

The attached Agreement has been approved as to form by the Law Department and is ready for placement on the agenda. This signed copy is for agenda purposes only.

Suspense date: April 24, 2012


Kelvin L. Walton, CPPB
Director and Chief Procurement Officer

KLW:NK:jf

Attachment

STATE OF GEORGIA
COUNTY OF DEKALB

THIS AGREEMENT, made on this ____ day of _____, 2012, by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "COUNTY" or "TENANT") and STONE MOUNTAIN INDUSTRIAL PARK, INC. (hereinafter referred to as "LANDLORD") shall constitute the terms and conditions under which Landlord shall provide services to the County, as provided herein.

WITNESSETH:

I. PREMISES RENTED AND USE OF PREMISES

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise and rent, upon the terms and conditions herein stated, unto the tenant those certain premises situated in DeKalb County, Georgia, and more particularly described as follows, to wit:

Premises as shown on Exhibit "B", attached hereto, known as approximately \pm 16,400 square feet of office space at 2156 Flintstone Drive, Tucker, Georgia, together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times. The Tenant does hereby this day rent and take from the Landlord, upon the terms and conditions herein stated, for the use of public functions and facilities, those certain premises, more fully described above.

II. TERM

This Rental Agreement shall commence immediately upon the full execution date set forth on the first page of this Agreement. The initial term of this Agreement shall be through December 31, 2012. The Agreement shall (i) terminate absolutely and without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in Article 33 of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of Article 33 of this Agreement; and (iii) terminate absolutely, with no further renewals on December 31, 2021, unless extended by written amendment.

III. FIXED RENTAL

The Tenant agrees to pay the Landlord, at least fifteen (15) days prior to the beginning of each term, at such address or addresses as may be designated in writing from time to time by the Landlord, as follows:

Term commencing on the 1st day of May, 2012 and ending on December 31, 2012:

The County agrees to pay Thirty one thousand six hundred fifty two dollars (\$31,652.00) for the rent and use of the premises and Eight thousand two hundred twenty five dollars and ninety two cents

(\$8,225.92) in operating expenses, for a total payment of Thirty nine thousand eight hundred seventy seven dollars and ninety two cents (\$39,877.92);

Year (2) commencing on the 1st day of January, 2013 and ending on December 31, 2013:

The County agrees to pay forty eight thousand nine hundred two dollars and thirty four cents (\$48,902.34) for the rent and use of the premises and twelve thousand seven hundred and nine dollars and four cents (\$12,709.04) for operating expenses, for a total annual payment of sixty one thousand, six hundred eleven dollars and thirty-eight cents (\$61,611.38);

Year (3) commencing on the 1st day of January, 2014 and ending on December 31, 2014:

The County agrees to pay fifty thousand three hundred twenty six dollars and sixty eight cents (\$50,326.68) for the rent and use of the premises and thirteen thousand ninety dollars and thirty one cents (\$13,090.31) for operating expenses, for a total annual payment of sixty three thousand, four hundred sixteen dollars and ninety-nine cents (\$63,416.99);

Year (4) commencing on the 1st day of January, 2015 and ending on December 31, 2015:

The County agrees to pay fifty one thousand nine hundred nine dollars and thirty two cents (\$51,909.32) for the rent and use of the premises and thirteen thousand four hundred eighty three dollars and two cents (\$13,483.02) for operating expenses, for a total annual payment of sixty five thousand, three hundred ninety two dollars and thirty four cents (\$65,392.34);

Year (5) commencing on the 1st day of January, 2016 and ending on December 31, 2016:

The County agrees to pay fifty three thousand four hundred ninety one dollars and eight four cents (\$53,491.84) for the rent and use of the premises and thirteen thousand eight hundred eighty seven dollars and fifty one cents (\$13,887.51) for operating expenses, for a total payment of sixty seven thousand, three hundred seventy nine dollars and thirty five cents (\$67,379.35);

Year (6) commencing on the 1st day of January, 2017 and ending on December 31, 2017:

The County agrees to pay fifty five thousand seventy four dollars and forty eight cents (\$55,074.48) for the rent and use of the premises and fourteen thousand three hundred four dollars and thirteen cents (\$14,304.13) for operating expenses, for a total annual payment of sixty nine thousand, three hundred seventy eight dollars and sixty-one cents (\$69,378.61);

Year (7) commencing on the 1st day of January, 2018 and ending on December 31, 2018:

The County agrees to pay fifty six thousand six hundred fifty seven dollars and twelve cents (\$56,657.12) for the rent and use of the premises and fourteen thousand seven hundred thirty three dollars and twenty six cents (\$14,733.26) for operating expenses, for a total annual payment of seventy one thousand, three hundred ninety dollars and thirty-eight cents (\$71,390.38);

Year (8) commencing on the 1st day of January, 2019 and ending on December 31, 2019:

The County agrees to pay fifty eight thousand three hundred ninety seven dollars and ninety four cents (\$58,397.94) for the rent and use of the premises and fifteen thousand one hundred seventy five dollars and twenty five cents (\$15,175.25) for operating expenses, for a total annual payment of seventy three thousand, five hundred seventy three dollars and nineteen cents (\$73,573.19);

Year (9) commencing on the 1st day of January, 2020 and ending on December 31, 2020:

The County agrees to pay sixty thousand one hundred thirty eight and seventy six cents (\$60,138.76) for the rent and use of the premises and fifteen thousand six hundred thirty dollars and fifty one cents (\$15,630.51) for operating expenses, for a total annual payment of seventy five thousand, seven hundred sixty nine dollars and twenty seven cents (\$75,769.27);

Year (10) commencing on the 1st day of January, 2021 and ending on December 31, 2021:

The County agrees to pay sixty one thousand eight hundred seventy nine dollars and seventy cents (\$61,879.70) for the rent and use of the premises and sixteen thousand ninety nine dollars and forty three cents (\$16,099.43) for operating expenses, for a total annual payment of seventy seven thousand, nine hundred seventy nine dollars and thirteen cents (\$77,979.13).

IV. OPTION TO RENEW OR EXTEND TERM

The Landlord, in consideration of the premises and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties to this agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending this agreement at the expiration of the aforementioned term on a year to year basis for an additional nine (9) consecutive years. Said renewal or extension shall be upon the same terms, conditions, covenants, provisions, stipulations and agreements as herein set forth, except that base rent and operating expenses shall increase by three percent (3%) each year; provided, however, that notice of Tenant's desire to exercise such option shall be given to the Landlord at least one hundred twenty (120) days prior to the expiration date of the original term of this agreement or of any renewal or extension term thereof. It is further provided that this option may be exercised by the Tenant only in the event that all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms and conditions of this agreement on the part of the Tenant to be performed, kept and observed, have been fully and faithfully performed kept and observed.

V. STIPULATIONS

The stipulations, provisions, covenants, agreements, terms and conditions in Exhibit "A" attached to this rental agreement, are expressly understood and are mutually agreed to by the parties hereto. The said stipulations, provisions, covenants, agreements, terms and conditions attached hereto and marked Exhibit "A" are hereby incorporated herein and made a part of Article V of this rental agreement by reference.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered an original by their authorized representative.

STONE MOUNTAIN INDUSTRIAL DEKALB COUNTY, GEORGIA
PARK, INC.

By: *[Signature]* (SEAL) _____ by Dir. (SEAL)
Signature W. BURRELL ELLIS, JR.
Chief Executive Officer
DeKalb County, Georgia
Lawrence P. Callahan
Name (Typed or Printed)

President
Title

ATTEST:

WITNESS: *[Signature]*

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

[Signature]
Notary Public

APPROVED AS TO FORM:

My Commission Expires on 7/13/12

[Signature]
Sr. Asst. County Attorney Signature

Terri N. Gordon
Sr. Asst. County Attorney Name (Typed or Printed)

APPROVED AS TO SUBSTANCE:

[Signature]
WILLIAM D. O'BRIEN
Chief, Police Department

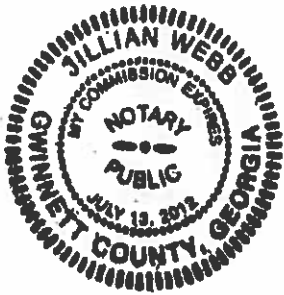


EXHIBIT "A"

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

1. 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.

2. DEFINITIONS

- A. The word "Landlord" as used in this rental agreement 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 or individuals, shall in all cases be assumed as though in each case fully expressed.
- B. 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.
- C. 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.

3. TIME IS OF ESSENCE

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

4. 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: To Tenant – Attn: Police Chief, 1960 W. Exchange Place, Tucker, Georgia 30084; To Landlord, - the same shall be sent to P. O. Box 67, Tucker, Georgia 30085-0067 or to such other addresses Landlord may from time to time designate by notice to Tenant.

5. COVENANT OF TITLE AND QUIET ENJOYMENT

Landlord covenants that Landlord is seized of the said demised premises in fee simple absolute. Landlord agrees that the Tenant, 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, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever, then this agreement may be terminated at the option of the Tenant by giving the Landlord thirty (30) days prior written notice thereof. If the Landlord'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.

6. 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 demised premises until notice of the appointment and the extent of the authority of such agent shall be given to the Tenant by the party appointing such agent.

7. CHANGE IN OWNERSHIP OF PREMISES

No change or division in the ownership of the rented 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 been 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, and shall be deemed and treated as covenants real running with the premises aforesaid during the term of this rental agreement. 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 said party, the same as if in each case expressed.

9. TENANT'S ACCEPTANCE OF PREMISES IN ITS EXISTING CONDITION

At the commencement of the term, the Tenant shall accept the buildings, improvements, and any equipment on or in the leased premises in their existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of the Landlord as to such condition, or as to the use that may be made of such property. In no event shall the Landlord be liable for any defect in such property or for any limitation on its use.

10. LANDLORD'S FAILURE TO DELIVER PREMISES AT COMMENCEMENT OF TERM

Should the Landlord, for any reason whatever, 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 Landlord notice thereof. Shall 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 Landlord delivers possession of the premises to the Tenant.

11. 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 Landlord at Landlord'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 Landlord notice thereof, and rent (if any) shall be payable only to the date of such damage.

12. INSURANCE

County shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general liability insurance, including contractual liability insurance, where applicable, products and completed operations, personal and advertising injury, with limits of liability of not less than \$2,000,000 each occurrence for bodily injury and property damage, and fire damage with limits of \$250,000. General liability insurance will be written on an "occurrence form." The County will furnish the Landlord, within thirty (30) days after execution of this Agreement, a certificate or certificates evidencing such insurance coverage. The Certificates will be executed in accordance with the following provision:

- A. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this agreement;

B. Certificates to contain the location and the operation to which the insurance applies;

C. Certificates will be issued to the Landlord;

D. An agreement that the policies certified will be not changed or canceled without thirty (30) days prior notice to the Landlord, as evidenced by return receipts of registered or certified letters; and

E. Prior to ten (10) days before the expiration of any such certificate, County will deliver to the Landlord a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to the Landlord evidencing the insurance coverage.

13. USE OF PREMISES

Tenant shall use the property solely for accommodating DeKalb County Police operations and for no other purpose, and shall not keep or process prisoners on the premises. Tenant's employees and agents shall park their vehicles in those places designated by Landlord. Tenant shall not commit any acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty, and other extended coverage insurance for the premises.

14. CANCELLATION OF RENTAL AGREEMENT BY LANDLORD

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 thirty (30) days after receipt of notice thereof from the Landlord, the Landlord, upon adequate notice to the tenant, may enter and repossess said premises, expel and remove the Tenant and its effects therefrom, with or without terminating this rental agreement at the option of Landlord, and Tenant will remain liable to Landlord for the rent payable through the expiration date of the original term of this agreement or the renewal or extension term in effect at the time of Tenant's default, less the net proceeds of reletting of the premises, if any.

15. 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.

16. 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 Landlord 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 Landlord within thirty (30) 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 Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial acquisition. The rights of the Landlord 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.

17. RUBBISH REMOVAL

Tenant shall keep the premises clean, free from pests and rodents, both inside and outside, at Tenant's own expense, and shall see that all ashes, garbage, trash, excelsior, and all other refuse is removed from the said premises.

18. REPAIRS

The Tenant shall not cause or permit any waste, damage, or injury to the premises. Except portions of the premises to be repaired by Landlord under the terms of paragraph 34(D), the Tenant, at its expense, shall keep the premises as now or hereafter constituted with all improvements made thereto in good condition (reasonable wear and tear excepted), and shall make all repairs, replacements, and renewals, whether ordinary or extraordinary, foreseen or unforeseen, including all structural repairs, necessary to maintain the premises. All repairs, replacements, and renewals shall be at least equal in quality of materials and workmanship to that originally existing in the premises. The Landlord shall in no event be required to make any repair, alteration, or improvement to the premises. Any equipment and materials replaced by the Tenant shall belong to the Tenant, and all proceeds from their disposition may be retained by the Tenant.

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

Upon Landlord's prior notice to Tenant (which notice shall be reasonable under the circumstances), Tenant shall permit Landlord and Landlord's agents or employees to enter into and upon said premises at mutually agreeable 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. Tenant reserves the right to require Landlord's agents or employees to submit to a background check for criminal history, and to require that Landlord's agents or employees be accompanied by a police escort while Landlord's agents or employees are on the premises.

20. UTILITIES

Tenant will be responsible for all utility bills, including water, cable, electricity, gas, fuel, oil, coal, light, heat, power, telephone service or any other utility used by the Tenant while occupying the said premises. Tenant will be responsible for maintenance of the HVAC equipment while occupying the said premises.

21. NOTICE TO LANDLORD OF DAMAGE OR DEFECTS

Tenant shall give to the Landlord 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 Landlord at Landlord's own expense.

22. TAXES AND ASSESSMENTS

Landlord, during the 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 or 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. REMOVAL OF IMPROVEMENTS, ERECTIONS AND ADDITIONS BY TENANT

With the express consent of the Landlord first having been had and obtained in writing, the Tenant may make, at Tenant's own expense, such minor (less than \$50,000 individually or in the aggregate) non-structural interior improvements, erections and alterations as are necessary to adapt the premises for the conduct of the Tenant's business. All improvements, erections and additions installed in or placed upon the demised premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant, and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this agreement. If the Tenant removes any or all of the improvements, erections and additions it has installed in or placed upon the demised premises, the Tenant agrees to repair any specific damage directly resulting to the premises from such removal. Tenant will be responsible for all of the build out of the interior of the premises.

24. 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. Tenant shall repair any damage resulting to the premises from such removal.

25. WAIVER OF RIGHT

The waiver by Landlord, or by Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement or condition herein contained.

26. ENTRY FOR CARDING, ETC.

In the event the Tenant does not exercise the renewal or extension option provided above, then it is agreed that the Landlord may, within sixty (60) days next preceding the expiration of the term of this agreement, card the premises advertising the said premises "For Sale" or "For Rent". Tenant shall permit Landlord to enter the premises at mutually agreeable times to exhibit the same to prospective purchasers or tenants. Tenant reserves the right to require Landlord's agents, employees or invitees to submit to a background check for criminal history, and to require that Landlord's agents, employees or invitees be accompanied by a police escort while Landlord's agents, employees or invitees are on the premises.

27. 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 36 herein.

28. 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.

29. ASSIGNMENT AND 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.

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

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

31. SURRENDER OF PREMISES

Tenant shall at the termination of this agreement surrender up said rented premises in good order and condition; reasonable use and ordinary wear and tear thereof, 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 Landlord excepted.

32. INVALIDITY OF PROVISION OR PORTION OF PROVISION

Should any provision or portion of such provision of said rental agreement be held invalid, the remainder of this said rental agreement or the remainder of such provision shall not be affected thereby.

33. OPTION TO TERMINATE

Tenant has the option of terminating this lease at any time by giving Landlord one hundred eighty (180) days notice of its election to so terminate. Tenant's notice to terminate may be given at any time after the first year of the lease and the cancellation shall be effective one hundred eighty (180) days after such notice is given unless a later date is specified in the notice. Landlord has the option of terminating this lease by giving Tenant one hundred eighty (180) days notice of its election to so cancel. Landlord's notice to terminate may be given at any time after the third year of the lease and the termination shall be effective one hundred eighty (180) days after such notice is given unless a later date is specified in the notice.

34. FURTHER SPECIAL STIPULATIONS

Insofar as the following special stipulations conflict with any of the foregoing stipulations, provisions, terms conditions, covenants and agreements, the following shall control:

- A. Prior to the commencement date of this rental agreement, Landlord shall inspect and ensure that all major mechanical systems of the premises are in good working order.
- B. Prior to the commencement date of this rental agreement, Landlord shall, at Landlord's sole cost and expense, repaint the interior walls of the premises, and install carpet and vinyl composition tile on the floor of the premises with selections from Landlord's standard grade of finishes.

C. Landlord, at Tenant's sole cost and expense, shall complete the following additional improvements to the premises, ~~per the plans attached hereto as Exhibit "C"~~ ("Landlord's Work"):

- (i) Renovate and expand the office area.
- (ii) Install a coiling fire door to separate automobile parking.
- (iii) Install a control panel, intake louvers and sensors for the parking area exhaust system.
- (iv) Install a sliding gate and motorized control.

Tenant shall pay Landlord for Landlord's Work in two (2) lump sum payments, with first payment of \$70,940 to be made on the execution date of this rental agreement, and the balance of \$70,940 to be paid within thirty (30) days of receipt of a certified copy of the Certificate of Occupancy.

D. Landlord warrants all systems exclusively serving the premises pertaining to water, fire protection, drainage, sewer, electrical, and plumbing for a period of one (1) year from the commencement date of this rental agreement, except for repairs, replacements or maintenance caused by the negligence or misuse of the premises by Tenant or any of its agents, employees or invitees, or Tenant's failure to maintain the premises as provided in paragraph 18 of this rental agreement. Notwithstanding anything contained herein, Landlord shall not be liable for any maintenance or repair of bulbs or ballasts, nor any routine maintenance or repair of the HVAC system.

E. Tenant shall not permit or cause any party to transport, store, use, generate, manufacture or release any Hazardous Material in or about the premises without Landlord's prior written consent, except for de minimis amounts of Hazardous Material used, stored and disposed of in accordance with Environmental Requirements and used in connection with the ordinary maintenance and operation of the premises and consistent with Tenant's permitted use. Tenant, at its sole cost and expense, shall operate its business in the premises in strict compliance with all Environmental Requirements. As used in this rental agreement, the term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. As used in this rental agreement, the term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all

Hazardous Materials brought on the premises by Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

~~F. Any money judgment against landlord shall be satisfied only out of the right, title and interest of landlord in the premises, and in no event shall tenant have the right to levy execution against any property of landlord other than its interest in the premises.~~

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

Nothing in this lease 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.

36. ENTIRE AGREEMENT

This rental 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"

Legal Description of Premises

**2156 Flintstone Drive
Tucker, GA**

All that tract or parcel of land lying and being in Land Lot 215 of the 18th District of DeKalb County, Georgia and more particularly described as follows:

Beginning at a point located on the western right of way of Flintstone Drive (60' r/w) 505.0 feet south of the southwest intersection of Flintstone Drive and Hugh Howell Road; running thence south along the west side of Flintstone Drive 145.0 feet to a point; turning an interior angle of 90° and running thence 356.6 feet to a point; turning an interior angle of 90° and running thence 145.0 feet to a point; turning an interior angle of 90° and running thence 356.5 feet to the west side of Flintstone Drive and the point of beginning.

Included in this rental agreement is an existing 16,400 square foot building known as 2156 Flintstone Drive, Tucker, Georgia 30084.

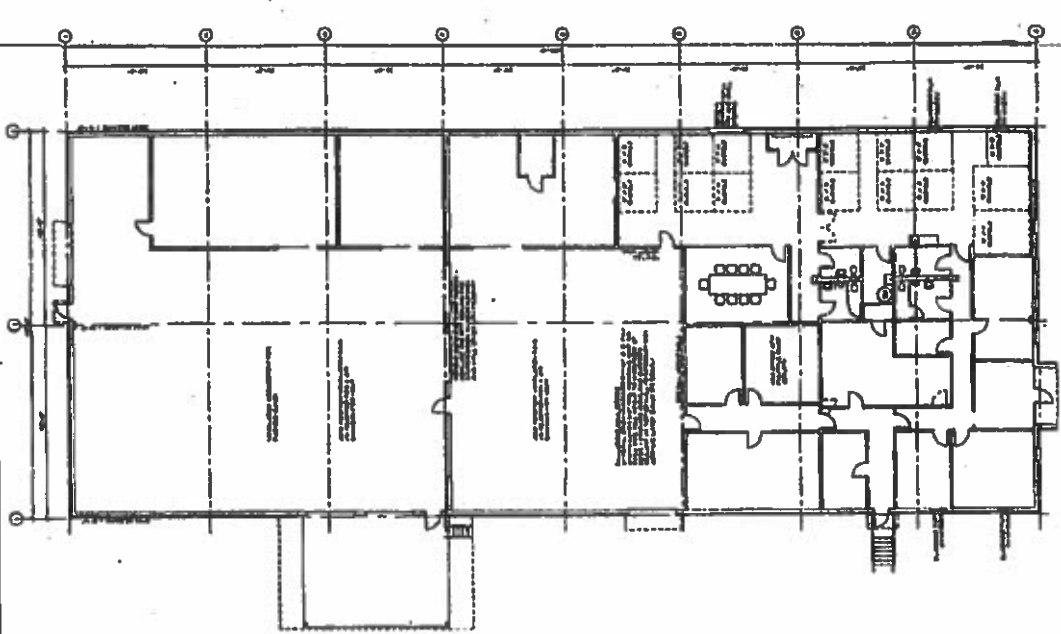
Exhibit "C"

Landlord's Work



This Plan is
 Prepared for
PROJECT SUBJECT
2407
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A1.1
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PRELIMINARY 10.07.11
 © [unclear]

EXHIBIT "C"
Landlord's Work