

Ackerman & Co.

10 Glenlake Parkway | South Tower, Suite 1000
Atlanta, Georgia 30328 | 770.913.3900
www.ackermanco.com

March 2, 2021

On behalf of our client, BREIT STONE MOUNTAIN, LLC (Landlord), we are pleased to present the following proposal to lease the below referenced Premises incorporating the following terms and conditions:

TENANT: DEKALB COUNTY

LANDLORD: BREIT STONE MOUNTAIN, LLC

BUILDING: 2156 Flintstone Drive ("Building")
Tucker, Georgia

BUILDING MANGEMENT: Stream Realty provides management for Stone Mountain Industrial Park.

PREMISES: Comprised of 16,400 Rentable Square Feet ("RSF")

SECURITY DEPOSIT: No security deposit required.

COMMENCEMENT DATE: January 1, 2022

LEASE TERM: One-hundred and twenty (120) months.

BASE RENTAL: \$5.15 per rentable square foot Base Rent

The lease will be structured on a Triple Net basis with Tenant responsible for monthly estimates of property taxes, insurance, and common area charges, including landlord's management fees. The estimated total is \$1.60/SF. This includes:

Taxes: \$0.99 SF
Insurance: \$0.07 SF
CAM (Common Area Maintenance): \$0.45 SF
Management Fee: \$.09

ESCALATIONS: 3% annual escalations

IMPROVEMENTS: Landlord will pave the back parking lot at Landlord's expense. In addition, Landlord will provide an allowance of \$1.00 per rentable square foot to be used towards improvements to Premises.

OPTIONS: Except as provided here-in, any unexercised options shall be removed and of no further effect.

BROKERAGE: Landlord and Tenant acknowledge that Ackerman & Co. represents the Landlord in this transaction and no broker represents the Tenant in this transaction.

TIME IS OF THE ESSENCE: Time is of the essence with respect to Tenant's execution and delivery to Landlord of Lease evidencing the transaction described herein. These terms can be maintained for fourteen (14) days from the date of this proposal, subject to final Landlord approval

This proposal is not intended to be a contract. It is non-binding, and is subject to Landlord's review of Tenant's financial statements and Landlord and Tenant negotiating a mutually satisfactory Lease Agreement. We look forward to receiving your response.

Sincerely,



James S. Stevens
Senior Vice President- Brokerage

By signing below, Tenant hereby agrees to the terms stated above and requests that a lease agreement be prepared.

Tenant: DEKALB COUNTY

By: _____

Title: _____

Date: _____

Rental Rates Flintstone Drive based on 16,400 sf with 3% escalator

Description	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Year 2028	Year 2029	Year 2030
Base rent per SF	\$ 5.15	\$ 5.30	\$ 5.46	\$ 5.63	\$ 5.80	\$ 5.97	\$ 6.15	\$ 6.33	\$ 6.52
Property Tax, Insurance, Common Area charges & mngt fees per SF	\$ 1.60	\$ 1.65	\$ 1.70	\$ 1.75	\$ 1.80	\$ 1.85	\$ 1.91	\$ 1.97	\$ 2.03
Annual Costs	\$ 110,700.00	\$ 113,980.00	\$ 117,424.00	\$ 121,032.00	\$ 124,640.00	\$ 128,248.00	\$ 132,184.00	\$ 136,120.00	\$ 140,220.00

TOTAL CONTRACT \$ **1,124,548.00**

Base	\$ 84,460.00	\$ 86,920.00	\$ 89,544.00	\$ 92,332.00	\$ 95,120.00	\$ 97,908.00	\$ 100,860.00	\$ 103,812.00	\$ 106,928.00
Common Area et al	\$ 26,240.00	\$ 27,060.00	\$ 27,880.00	\$ 28,700.00	\$ 29,520.00	\$ 30,340.00	\$ 31,324.00	\$ 32,308.00	\$ 33,292.00
	\$ 110,700.00	\$ 113,980.00	\$ 117,424.00	\$ 121,032.00	\$ 124,640.00	\$ 128,248.00	\$ 132,184.00	\$ 136,120.00	\$ 140,220.00

STATE OF GEORGIA

COUNTY OF DEKALB

CONSENT TO ASSIGNMENT

DEKALB COUNTY CONTRACT NO. 1197126

(previous Contract No. 12-902427)

THIS CONSENT TO ASSIGNMENT by DEKALB COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as "County"), is delivered to **Stone Mountain Industrial Park (SMIP) LL, LLC** (hereinafter referred to as "Lessee").

WHEREAS, the County and Contractor entered into a certain Lease Agreement dated the 8th day of May, 2012, and identified as DeKalb County Contract No. 12-902427, (hereinafter referred to as Lease"), and as more particularly described as Standard Rental Agreement, County as Tenant for use by DeKalb County Police Services Department.

WHEREAS, Lessee desires to assign and transfer all its rights, title and interest in and to the Lease, and **BREIT Stone Mountain Owner LLC, a subsidiary of BREIT Industrial Holdings, LLC** desires to accept said assignment and transfer upon the terms and conditions hereinafter set forth; and

NOW THEREFORE, for and in consideration of the terms and conditions herein set forth, County hereby consents to the assignment and transfer by **Stone Mountain Industrial Park (SMIP) LL, LLC** to **BREIT Stone Mountain Owner LLC, a subsidiary of BREIT Industrial Holdings, LLC** all of the rights, title and interest in and to the Agreement. This consent is intended to satisfy all provisions of the Lease requiring the County's consent to or approval of the proposed assignment and transfer to **BREIT Stone Mountain Owner LLC, a subsidiary of BREIT Industrial Holdings, LLC** of the Lease, and identified as DeKalb County Contract No. 1197126.

From and after transfer and assignment by **Stone Mountain Industrial Park (SMIP) LL, LLC** to **BREIT Stone Mountain Owner LLC, a subsidiary of BREIT Industrial Holdings, LLC.**

The County shall give all Notices to **BREIT Stone Mountain Owner LLC, a subsidiary of BREIT Industrial Holdings, LLC.** pursuant to Contract No. 1197126 at the following address:

**BREIT Stone Mountain Owner LLC
220 Commerce Drive
Suite 400
Fort Washington, PA 19034
Attn: Link Industrial Management**

Except as herein modified and amended, all terms and conditions of the Lease shall remain in full force and effect.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in three counterparts, each to be considered as an original by their authorized representative, on this ___ day of _____, 2020.

BREIT Stone Mountain Owner LLC,
a subsidiary of BREIT Industrial Holdings,
LLC

DEKALB COUNTY, GEORGIA

Signed by Sonya Huffman

Date & Time: 23 Oct 2020 13:22:59 EDT

Assignee Signature Title

Sonya Huffman, Chief Operating Officer
By Link Logistics Real Estate as manager

Signed by Michael L. Thurmond

Date & Time: 23 Oct 2020 13:22:59 EDT

Chief Executive Officer
DeKalb County, Georgia

By Dir. (SEAL)

82-5129202

Federal Tax I D. Number

ATTEST:

Date

Signed by Elliott Williams

Date & Time: 23 Oct 2020 21:09:44 EDT

Witness Signature Date

Elliott Williams, Assistant Vice President
Link Logistics Real Estate - Southeast

Signed by Barbara Sanders Norwood

Date & Time: 16 Nov 2020 13:30:05 EST

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

Stone Mountain Industrial Park (SMIP)
LLC

Signed by Donald Miller

Date & Time: 23 Oct 2020 13:22:59 EDT

Assignor Signature Title

Donald K. Miller, President
By Ackerman & Co. Strategist

APPROVED AS TO FORM:

Signed by Diane Leckemby

Date & Time: 23 Oct 2020 13:22:59 EDT

Witness Signature Date

Diane Leckemby, Vice President-Investment
Ackerman & Co.

APPROVED AS TO SUBSTANCE:

Joseph H. Simpson, Jr. 092519
Department Director

County Attorney Signature

D. Mari Crawford
County Attorney Name (Typed or Printed)

STATE OF GEORGIA
COUNTY OF DEKALB

THIS AGREEMENT, made on this 8th day of May, 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
PARK, INC.**

DEKALB COUNTY, GEORGIA

By: [Signature] (SEAL)
Signature

[Signature] by Dir. (SEAL)
W. BURRELL ELLIS, JR.
Chief Executive Officer
DeKalb County, Georgia

Lawrence P. Callahan
Name (Typed or Printed)

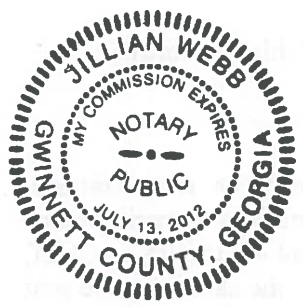
President
Title

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

WITNESS: [Signature]
Jillian Webb
Notary Public

My Commission Expires on 7/13/12.

APPROVED AS TO FORM:
[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

DeKalb County
Contract No. 12-902427

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:

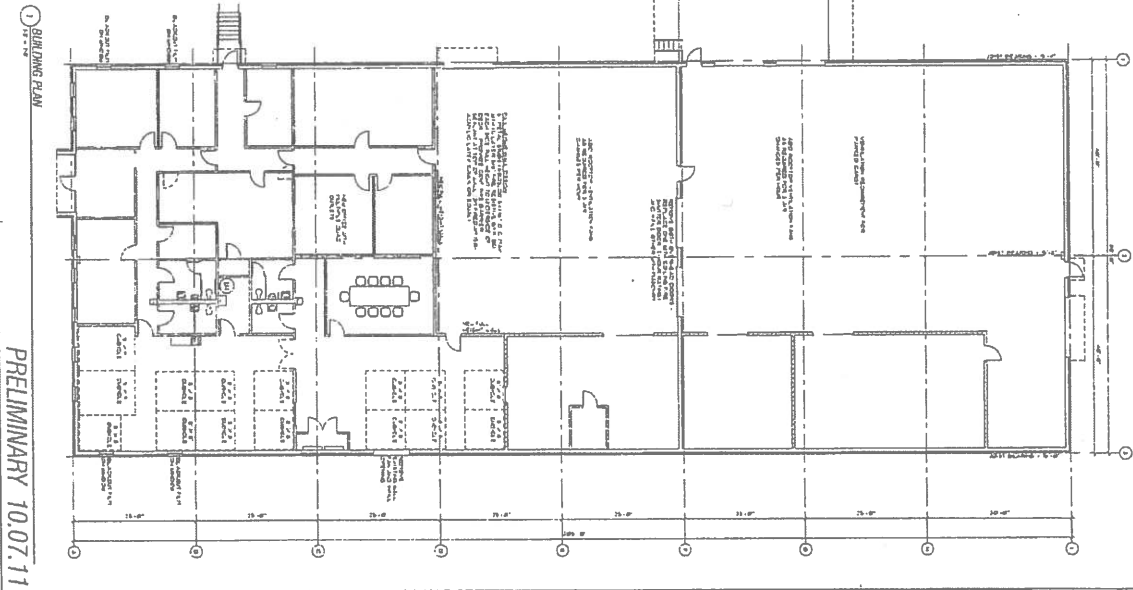
Beginning at a point located on the western right of way of Flintstone Drive (60' r/w) 505.0 feet south of the southwest intersection of Flintstone Drive and Hugh Howell Road; running thence south along the west side of Flintstone Drive 145.0 feet to a point; turning an interior angle of 90° and running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

EXHIBIT "C"
Landlord's Work



A1.1

PRELIMINARY

10.07.11

BUILDING PLAN

**2151 KENNETH DRIVE
NASHVILLE, TN 37203**

**2151 KENNETH DRIVE
NASHVILLE, TN 37203**

**PATILLO PUBLIC
SERVICE**

**PATILLO PUBLIC
SERVICE**

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PATILLO
Construction

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