

LEASE AGREEMENT

BY AND BETWEEN

2250 EAST VICTORY, LLC

AND

THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH

LEASE

THIS LEASE ("Lease") is made and entered as of this __ day of October, 2017 ("Effective Date") by and between 2250 EAST VICTORY, LLC, a Georgia limited liability company ("Landlord"), and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH ("Tenant").

ARTICLE 1 FUNDAMENTAL TERMS, DEFINITIONS AND EXHIBITS

1.1 Fundamental Terms. The following is a summary of certain fundamental terms of this Lease.

- (a) Landlord: 2250 East Victory, LLC
- (b) Tenant: The Mayor and Alderman of the City of Savannah
- (c) Address of Property: 2250 East Victory Drive, Savannah, Georgia 31404
- (d) Commencement Date: Effective Date
- (e) OriginalTerm: Five (5) years from Commencement Date
- (f) Base Rent: Comprised of an initial base rent of **14.00/sqft**, with an annual **3%** increase thereto to be applied upon each anniversary of the Lease, as more particularly set forth below, as rounded:

<u>Lease Year</u>	<u>Per Square foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Lease Year 1	14.00	11,773	141,274
Lease Year 2	14.42	12,126	145,512
Lease Year 3	14.85	12,488	149,852
Lease Year 4	15.30	12,866	154,392
Lease Year 5	15.76	13,253	159,034

- (g) Renewal Term(s): Two (2), renewal options, each for a period of one (1) year.

- (h) Base Rent for Renewal Terms:

<u>Renewal Term One</u>	<u>Per Square foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Lease Year 6	16.23	13,648	163,777

<u>Renewal Term Two</u>	<u>Per Square foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Lease Year 7	16.72	14,060	168,722

(i) Common Area Maintenance, Taxes and Insurance charges for Lease Year 1 are estimated to be: \$3.50 per square feet

(j) Security Deposit: \$11,773.00

1.2 Certain Definitions. As used in this Lease,

(a) "Additional Rent" shall mean Tenant's Pro-Rata Share of Center Operating Costs pursuant to Article 7, Tenant's Pro-Rata Share of Real Estate Taxes pursuant to Article 8 and Tenant's Pro-Rata Share of Insurance coverage carried by Landlord pursuant to Article 9, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof and/or of Base Rent.

(b) "Base Rent" shall mean the minimum base rent to be paid by Tenant pursuant to Section 4.1 herein.

(c) "Capital Expenditure" shall mean those expenditures which, in accordance with generally accepted accounting principles, are not fully chargeable to current expenses in the year the expenditure is incurred.

(d) "Common Area" or "Common Areas" shall mean the portions of the Center which are used for the principal benefit of more than one tenant of the Center and shall include, without limitation, to the extent applicable, the land and facilities utilized for or as parking areas, access and perimeter roads, driveways, truck passageways (which may be elevated or subsurface in whole or in part), and platforms therein; loading docks (to the extent not dedicated to a particular tenant or occupant), landscaped areas, exterior sidewalks, walkways, arcades and/or balconies; directory equipment; washrooms, drinking fountains, toilets and other public facilities; areas devoted to or for maintenance purposes or equipment; and any areas dedicated or belonging to the public or any governmental authority which are contiguous or near the Center and which are required to be maintained by or the cost of maintenance required to be borne by Landlord.

(f) "Full Replacement Cost" shall mean the cost to replace the insurable item without deduction for physical depreciation.

(g) "Hazardous Substances" shall mean any hazardous or toxic substance, material or waste that is or becomes regulated by any local, state or federal governmental authority. Hazardous Substances shall include, without limitation, the following: (i) any pollutant, oil or hazardous substance, identified or listed pursuant to Sections 307, 311 or 502 of the Federal Water Pollution Control Act (33 U.S.C. §1317, §1321 and §1362); (ii) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 U.S.C. §9602); (iii) any substance or material having the characteristics identified under or listed pursuant to Section 3001 of the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6921); (iv) any petroleum, crude oil, or any fraction of either not otherwise specifically listed or designated

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under items (i)-(iii); and (v) any waste or material, including asbestos and lead, that is listed or meets any toxicity criterion by applicable authorities.

(h) "Lease Year" shall mean a period of twelve (12) consecutive full calendar months commencing on the Commencement Date. If the Commencement Date is not the first day of a calendar month, then the first Lease Year shall consist of the first twelve (12) consecutive full calendar months of this Lease plus the remaining calendar days in the month in which the Commencement Date occurs. Each succeeding Lease Year shall commence upon the first day of the calendar month coinciding with or following the anniversary date of the Commencement Date of the Lease Term. If the Lease Term expires on a date not at the end of a full Lease Year, the period of time following the final full Lease Year shall be defined to be a "Partial Lease Year."

(i) "Mortgagee" shall mean any mortgagee of a mortgage, beneficiary of a deed of trust or deed to secure debt, or lender having a lien on the Center or any portion thereof.

(j) "Premises" shall mean that certain space designated as Suite C located within the Center identified as the area crosshatched on Exhibit A-2 attached hereto, and deemed by the parties to have a rentable floor area of 10,091 square feet for all purposes under the Lease.

(k) "Pro Rata Share" shall mean a fraction, the numerator of which shall be equal to the square footage of the Premises (10,091 sq. ft.), and the denominator of which shall be equal to the rentable square footage of the building located within the Center whether leased or not (13,097 sq. ft.). If the total square footage of the Premises or the Center shall increase or decrease, Tenant's Pro-Rata Share shall increase or decrease proportionately.

(l) "Rent" shall mean Base Rent and Additional Rent pursuant to Article 4 of the Lease.

(m) "Term" or "Lease Term" shall mean and include the Original Term of this Lease as set forth in Section 1.1(e) and any properly exercised Renewal Term(s) of this Lease as set forth in Section 1.1(g).

(n) "Center" shall mean the commercial center located at 2250 East Victory Drive, Savannah, Georgia 31404, as shown on Exhibit A, attached hereto and made a part hereof, and legally described on Exhibit A-1 attached hereto and made a part hereof, and as depicted on the Site Plan attached hereto and made a part hereof as Exhibit A-2.

1.3 Exhibits. The following exhibits are attached hereto and by this reference made a part hereof ("Exhibit"):

Exhibit A	Survey of Center
Exhibit A-1	Legal Description of the Center
Exhibit A-2	Site Plan of Center
Exhibit A-3	Drawing of Premises Related to Tenant Work and Landlord Work
Exhibit B	Work Relating to the Premises
Exhibit C	Rules and Regulations
Exhibit D	Subordination, Non-Disturbance and Attornment Agreement
Exhibit E	Estoppel Certificate
Exhibit F	Exclusive Uses and Use Restrictions

ARTICLE 2

PREMISES

2.1 Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises, together with a non-exclusive right during the Term of the Lease to use the Common Areas of the Center and all easements and appurtenances in adjoining and adjacent land and rights-of-way, whether public or private, owned by Landlord or which Landlord is entitled to use, including such easements as may be reasonably required for: (a) the installation, alteration, operation, maintenance and service of storm sewer, sanitary sewer, water, gas, power, communications and other utilities necessary to service any improvements permitted by this Lease; (b) reasonable ingress to and egress from the Premises including any improvements permitted by this Lease; and (c) the construction, alteration, operation, maintenance and service of any improvements permitted by this Lease.

ARTICLE 3

TERM

3.1 Term. As used herein, the Commencement Date shall be as of the earlier to occur of: (i) January 1, 2018, or (ii) the date upon which the Landlord delivers the majority of the Premises (specifically excluding the Roll Call Room" as defined on Exhibit B and depicted on Exhibit A-3 ("Commencement Date").

3.2 Renewal Terms. Provided Tenant is not in default of any term, condition or covenant contained in this Lease, Tenant shall have the option of renewing this Lease for two (2) additional consecutive terms, of one (1) year each (collectively referred to as "Renewal Terms") on the same terms and conditions as provided herein, except that the Base Rent for the respective Renewal Term shall be as shown in Article 1.1 hereof. Notice of the exercise of such option shall be given by Tenant to Landlord in writing not later than one hundred eighty (180) days prior to expiration of the Original Term or applicable Renewal Term, as the case may be. In the event Tenant shall fail to provide such notice in writing before said one hundred eighty (180) day period, Tenant shall be deemed to have waived its right and option to renew the Lease.

3.3 Holding Over. Should Tenant continue in occupancy of the Premises after the termination or expiration of this Lease, Tenant shall become a Tenant from month to month only upon each and all of the terms herein provided as may be applicable to such month to month tenancy, except that Tenant shall pay Base Rent to Landlord in an amount equal to the monthly Base Rent in effect during the last Lease Year of the Term, multiplied by a factor of 1.5, together with all other Additional Rent payable under the terms of the Lease, prorated for each month during which Tenant remains in possession. Any such holding over shall not constitute a renewal or extension of this Lease. In the event Landlord gives Tenant sixty (60) days notice to vacate the Premises and Tenant continues to hold over after the expiration of said sixty (60) day notice, Tenant shall be liable to Landlord for all damages caused to Landlord by Tenant's failure to vacate, including, but not limited to, loss of rental income and Base Rent shall then be multiplied by a factor of 2.5.

3.4 Surrender. On or before the expiration or termination of this Lease, Tenant shall remove all signage (including its exterior signage), alterations and improvements installed by or on behalf of Tenant during the Lease Term and all furniture, fixtures, equipment and other personal property of Tenant (collectively, "Tenant's Property") from the Premises, repairing all damage to the Premises and the Center caused by such removal, and shall peaceably and quietly surrender the Premises to Landlord broom clean and in good condition and repair, reasonable wear and tear excepted. In the event Tenant fails to comply with this Article 3.4, Landlord may remove any of such Tenant's Property, make such repairs and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within ten (10) days after

written demand thereof by Landlord. Any of Tenant's Personal Property remaining at the Premises upon the expiration or earlier termination of this Lease (or of Tenant's rights to occupy the Premises) shall be deemed abandoned by Tenant and Landlord may store or dispose of same without any liability to Tenant or others. Tenant's obligation hereunder shall survive termination of this Lease.

ARTICLE 4

RENT

4.1 Base Rent. Tenant shall pay Landlord without demand, deduction or setoff, the Base Rent amount set forth in Article 1.1 in equal monthly installments in advance on the first day of each calendar month during the Term. If the Term commences on a day other than the first day of a calendar month, the rent for the period from the Commencement Date to the first day of the first full month shall be prorated on a per diem basis and shall be paid on the Commencement Date. All payments of Rent or any other sum due under this lease shall be made payable to Landlord and delivered by Tenant to Landlord, on or before the due date, to the address shown in Article 19 herein.

4.2 Percentage Rent. Intentionally Left Blank

4.3 Gross Sales. Intentionally Left Blank

4.4 Additional Rent. In addition to Base Rent due pursuant to this Lease, Tenant shall pay as Additional Rent on the first day of each calendar month: Tenant's Pro Rata Share of Center Operating Expenses pursuant to Article 7.2 herein; Tenant's Pro Rata Share of Real Estate Taxes pursuant to Article 8.1 herein; and Tenant's Pro Rata Share of insurance coverage carried by Landlord with respect to the Center ("Insurance") pursuant to Article 9.2 herein. During the Term, Tenant shall pay on a monthly basis one twelfth (1/12) of Tenant's Pro Rata Share of such estimated Real Estate Taxes, Insurance and Center Operating Costs to be incurred by Landlord for the calendar year in question. The estimated costs to be paid by Tenant are set forth in the Fundamental Terms of this Lease. Within one hundred twenty (120) days following the end of each calendar year within the Term, Landlord shall endeavor to deliver to Tenant a statement of the actual Additional Rent payable by Tenant for the previous calendar period. Landlord's failure to include an item as Additional Rent or to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay the sums herein provided. If the total amount of estimated payments paid by Tenant for any calendar year period is less than the actual amount payable by Tenant, then Tenant shall pay the balance of Additional Rent in a lump sum within thirty (30) days after Landlord delivers to Tenant the statement of the actual amount. If the total of the estimated payments is greater than the actual Additional Rent for the same period, then Tenant shall receive a credit against the next due payment(s) of estimated Additional Rent (or Landlord shall pay Tenant such amount if after the expiration of the Term).

4.5 Proration. If the first Lease Year commences on any day other than January 1, or if the Lease term ends on any day other than December 31, any payment due to Landlord by reason of any Additional Rent or estimated installment thereof shall be justly and fairly prorated. This covenant shall survive the expiration or termination of this Lease.

4.6 Past Due Amounts. A late charge of ten percent (10%) of the monthly Rent payment may, in the sole discretion of Landlord, be added to each and every monthly Rent payment which is not received by Landlord prior to the seventh (7th) day following Tenant's receipt of written notice from Landlord that such payment is due. Such late charge, if added, shall be due and payable on or before the first (1st) day of the month immediately following the month for which the Rent payment was not timely made. Any amount due from Tenant to Landlord hereunder which is not paid within seven (7) days of the date the same is due shall bear interest at the rate (the "Default Rate") equal to the lesser of: (i) the maximum interest rate

allowed by applicable law; or (ii) one and one-half percent (1½%) per month from the due date until paid unless otherwise specifically provided herein. The payment of such interest shall not excuse or cure any default by Tenant under this Lease.

ARTICLE 5

USE

5.1 Tenant shall use and occupy the Premises only for the City of Savannah police precinct office use ("Permitted Use"), and for no other purpose or use. During the Lease Term, Tenant shall comply with the Rules and Regulations established by Landlord. A copy of the current Rules and Regulations is attached hereto as Exhibit C and made a part hereof. In no event shall Tenant's use of the Premises violate any of the existing exclusive uses or restrictions which have been granted to existing tenants or occupants at the Center or otherwise encumbering the Center. A copy of the current exclusive uses and restrictions is attached hereto as Exhibit F and made a part hereof.

ARTICLE 6

SECURITY DEPOSIT

6.1 Amount of Deposit. Tenant, contemporaneously with the execution of this Lease, shall deposit with Landlord, a security deposit in the sum provided in Article 1.1 of this Lease, receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the Lease Term.

6.2 Use and Return of Deposit. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Landlord, at its option, may apply all as a portion of the security deposit, as may be necessary, to compensate Landlord for the loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be and applied by Landlord for the payment of overdue Rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, remit to Landlord a sufficient amount in cash to restore the security deposit to the original sum deposited, and Tenant's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and other sums herein due within the time the same is due and payable, the security deposit shall be returned to Tenant within ten (10) days after the expiration of the Lease Term or upon such earlier termination of this Lease, less any portion thereof which may have been utilized by Landlord to cure any breach by Tenant or applied to any damages suffered by Landlord. Neither said deposit nor the application thereof by Landlord, as hereinabove provided, shall be a bar or defense to any action in unlawful detainer or to any other action which Landlord may at any time commence for a breach of any of the covenants or conditions of this Lease.

6.3 Transfer of Deposit. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Premises. In the event that such interest be sold or otherwise transferred and the purchaser or transferee assumes the obligations of Landlord, then thereupon, Landlord shall be discharged from any further liability with respect to such deposit.

ARTICLE 7

COMMON AREAS

7.1 Common Areas. Landlord hereby grants to Tenant, during the Term, a non-exclusive right to use the parking stalls and other designated parking areas within the Common Areas (other than parking

stalls or other designated parking areas within the Common Areas designated as reserved for another tenant or occupant of the Center) solely for the purpose of passenger vehicular parking; the roads, driveways and drive aisles within the Common Areas solely for pedestrian and passenger vehicle ingress, egress and travel; the sidewalks within the Common Areas solely for pedestrian ingress, egress and travel; and the other portions of the Common Areas solely for the purpose(s) for which same are intended. The Common Areas are the private property of Landlord and are at all times subject to the Rules and Regulations and the control of Landlord. Exhibit A-2 sets forth the general layout of the Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Center will be or is exactly as indicated on said diagram, nor that any tenant named thereon is now or will forever be a tenant in the Center. Landlord may increase, reduce or change the number, dimensions or location of the walks, buildings and parking areas in any manner whatsoever that Landlord shall deem proper and reserves the right to make alterations or additions to the building in which the Premises are contained and to add buildings adjoining the same or elsewhere in the Center. If the amount or type of such areas is diminished, increased or otherwise altered, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent nor shall the diminution, enlargement or alteration of such areas be deemed constructive or actual eviction.

7.2 Common Area Costs. During the Term, Tenant shall pay its Pro-Rata share of the Center Operating Costs. Tenant's obligation to pay to Landlord its Pro-Rata Share of the Center Operating Costs shall begin on Commencement Date. The term "Center Operating Costs" shall mean the total costs and expenses incurred in connection with the administration, operation, preventive and corrective maintenance, repair and replacement of the Common Area, whether paid to employees of Landlord or to parties engaged by Landlord, including without limitation the following: the cost and expense of maintaining, repairing, signing, cleaning, sweeping, painting, striping and removal of snow, ice, trash and debris from the Common Areas; the cost of providing light and power to the Common Area; the cost and expense for all utilities used or consumed in connection with the Common Areas; the cost and expense of maintaining, watering, planting, replanting and replacing flowers, trees, grass, shrubbery and planters; the cost and expense of rental of machinery, equipment, fixtures and personal property used in the operation and maintenance of the Common Areas; the cost and expense of the repair or replacement of the paving, curbs, walkways, drainage, pipes, conduits, lighting (including bulbs and ballasts) and similar items used in connection with the Common Areas; the cost and expense of sanitary sewer and water provided to the Center, unless the same is billed directly to Tenant; the cost and expense of building repairs, building painting and roof cleaning; the cost and expense of alarm systems and security services, if any, as Landlord may provide; all Landlord's insurance relating to the Common Areas or the Center as a whole or the operations thereon including, but not limited to, casualty insurance, flood insurance, rent loss insurance, fire insurance and extended coverage as well as general liability insurance, umbrella liability insurance, bodily injury, public liability, property damage liability, automobile insurance, sign insurance, and any other insurance carried by Landlord in limits selected by Landlord; management fees not to exceed five (5%) percent of gross revenues; property owner association fees, if any, assessed to the Center; the cost and expense of personnel to implement such services; and an administrative fee equal to fifteen percent (15%) of the Center Operating Costs. Notwithstanding the foregoing, the cost and expense of any Capital Expenditures included in Center Operating Costs shall be amortized over the useful life of the item. Center Operating Costs shall in no event include the cost of maintaining any portion of the Center separately maintained for or by other tenants or occupants of the Center to the extent such other tenants or occupants do not contribute to the payment of Center Operating Costs.

7.3 Sidewalks. Tenant shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. Tenant shall not place or cause to be placed any merchandise, signs, vending machines or anything else on any sidewalk or exterior of the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's absolute discretion.

ARTICLE 8 TAXES

8.1 Real Estate Taxes. During the Term, Landlord shall pay all "Real Estate Taxes" (as defined below) assessed or imposed upon the Center. During the Term, Tenant shall pay to Landlord its Pro-Rata Share of all real estate taxes and assessments, whether general or special, lawfully imposed on the Center, including any improvements thereon ("Real Estate Taxes"). Landlord hereby agrees that if a general or special assessment, whether ordinary or extraordinary, is assessed in whole or in part against the Center which may be payable over a term of years, Landlord will exercise its right to make payment over such term of years, and only such portion of any such tax or assessment which falls due within each calendar year of this Lease shall be used in the determination of Tenant's payment obligation. Landlord further agrees to pay any Real Estate Taxes sufficiently in advance to achieve any available discounts or other savings and to avoid any penalty or late charge. Notwithstanding any provision in this Lease to the contrary, the following shall not be included when calculating Tenant's Proportionate Share of Real Estate Taxes: (a) income, estate, inheritance, gift, franchise or transfer taxes of Landlord; (b) assessments in connection with initial utility installations and other off site improvements to the Center; (c) taxes or assessments attributable to improvements, fixtures, equipment or personal property of other Tenants in the Center; or (d) any interest or penalties incurred because of Landlord's failure to pay taxes in a timely manner. Any Real Estate Taxes relating to a fiscal period a part of which is not included within the Term of this Lease shall be pro-rated so that Tenant shall pay only that portion thereof which relates to the tax period included within the Term of this Lease.

8.2 Personal Property Taxes. During the Term, Tenant shall pay all taxes levied upon any trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises, and shall pay all taxes attributable to any leasehold improvements which may be made to the Premises by Tenant. When possible, Tenant shall cause said trade fixtures, furnishings, equipment, personal property and leasehold improvements to be separately assessed. If, however, any or all of same shall be assessed and taxed with Landlord's real property, Tenant shall pay to Landlord such taxes as are attributable to Tenant's trade fixtures, furnishings, equipment, personal property and leasehold improvements within thirty (30) days after receipt of notice from Landlord advising Tenant of the taxes applicable to Tenant's property.

ARTICLE 9 INSURANCE

9.1 Tenant's Insurance. Landlord acknowledges that Tenant is self-insured and will provide evidence of self-insurance. In the event that at any time during the term of the Lease Tenant does not self-insure, Tenant shall maintain in full force and effect the following insurance in the standard form generally in use in the state in which the Center is located, with insurance companies authorized to do business in said State, rated no less than A, VIII in the current edition of Best's Rating Guide:

(a) Commercial general liability insurance at least equivalent to the most current standard Insurance Service Office (ISO) form CG 0001 with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, protecting Tenant and Landlord (as a named additional insured using a form as broad as ISO additional insured form CG 2026) against claims based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises. In the event the business being conducted from the Premises includes the sale or other disposition of alcoholic beverages for on or off premises consumption, Tenant shall, in addition to the commercial general liability insurance, obtain liquor liability insurance in the amounts equal to that required above for the commercial general liability insurance;

(b) Property insurance covering all trade fixtures, signs, plate glass, floor covering, decorative items, furniture, equipment and merchandise in the Premises to the extent of one hundred percent (100%) of the full replacement value of the same against fire and other perils commonly included in "Causes of Loss-Special Form" coverage;

(c) Workmen's Compensation Insurance and employee insurance as required by law;

(d) Plate glass insurance in the amount of one hundred percent (100%) of the replacement cost of windows and doors in the Premises; and

(e) Should the use of the Premises permitted by this Lease include dispensing of alcoholic beverages, Tenant will also maintain dram shop insurance with limits approved by Landlord.

Except with respect to the insurance in Subsection 9.1(c) above, all such insurance policies shall be endorsed to add Landlord as an additional insured/loss payee for the full amount of the insurance herein required, and to provide that such insurance shall be primary, and that any insurance maintained by Landlord shall be excess only and not contributory. Tenant shall furnish to Landlord, before the Commencement Date, and at least thirty (30) days before expiration or termination or reduction of coverage of any such policy, copies of policies or certificates of insurance (ACORD Form 25-S for liability insurance and ACORD Form 27 for property insurance) evidencing coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel, fail to renew or amend the policy or policies without first giving thirty (30) days' prior written notice thereof to Landlord. If Tenant fails to maintain the insurance required to be maintained by Tenant pursuant to the terms of this Lease, Landlord may do so and Tenant will reimburse Landlord for the cost of such insurance together with interest at the Default Rate.

9.2 Landlord's Insurance. Landlord shall at all times during the Lease Term maintain in full force and effect insurance in the standard form generally in use in the state in which the Center is located, with financially responsible insurance companies authorized to do business in said State, the following:

(a) Commercial general liability insurance at least equivalent to the most current standard Insurance Service Office (ISO) form CG 0001 with a combined single limit of at least One Million Dollars (\$1,000,000.00), against claims based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Common Areas of the Center; and

(b) Property insurance coverage for all casualties included in the classification "Causes of Loss-Special Form" coverage, and including sprinkler leakage, in an amount not less than eighty percent (80%) of the full replacement value, and against such other hazards and in such amounts as Landlord or its lenders may reasonably require from time to time, excluding any portion of the Center which is separately insured by another tenant or occupant of the Center to the extent any such other tenant or occupant does not contribute to payment of Insurance. It is understood that Landlord's insurance obligation hereunder does not extend to trade fixtures, signs, plate glass, floor covering, decorative items, furniture, equipment and merchandise in the Premises. The term "full replacement value" shall mean the actual replacement cost, not deducting depreciation, excluding foundation and excavation costs.

9.3 Increase in Landlord's Insurance. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay, as Additional Rent, any increase in premiums for fire and extended coverage insurance that may be charged during the Lease Term on the amount of such insurance which may be carried by Landlord on the Premises or the Center, resulting from the type of merchandise sold or the type

of business conducted by Tenant in the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due within ten (10) days after Landlord's written demand thereof.

9.4 Waiver of Subrogation. Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with activities conducted on the Premises, the Common Areas or the Center, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

ARTICLE 10

CONDITION AND MAINTENANCE OF PREMISES

10.1 Condition of Premises. Except as may otherwise be specifically set forth herein, Tenant acknowledges that it has fully inspected and accepts the Premises in its present "as is" condition, and Landlord shall not be required to make any alterations, improvements or repairs to the Premises or the Center at any time. Tenant does hereby represent and warrant to Landlord that Tenant is fully acquainted with the nature and condition of the Premises, including without limitation the conditions and state of repair of the Premises and the nature and extent of the rights of others with respect thereto, whether by way of easement, rights or rights-of-ways, lease, possession, lien, encumbrance, license, reservation, condition or otherwise. Tenant hereby represents and warrants to Landlord that the Premises and improvements thereto are suitable and adequate in all respects for any and all activities and uses which Tenant may elect to conduct thereon at any time during the term hereof.

10.2 Repairs and Maintenance - Landlord. Landlord shall keep and maintain in good order and repair the roof, structural components and exterior walls (excluding all signs, doors, windows and glass, including plate glass, the storefront and any entrance vestibule) of the Premises, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of Tenant, its employees, agents or contractors. Landlord shall deliver the Premises to Tenant with the HVAC system in good working order. Landlord has the right, but not obligation, to engage a service company for the maintenance, repair and replacement of the HVAC system for the Center during the Lease Term. Except as may otherwise be herein expressly retained, Landlord gives Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall at once report in writing to Landlord any known defective condition which Landlord is required to repair pursuant to this Article. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as herein provided regarding casualty loss, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Center or the Premises or in or to fixtures, appurtenances and equipment therein. Notwithstanding anything contained herein to the contrary, in the event Landlord fails to make any repairs required to be made by Landlord within thirty (30) days after receipt of written notice from Tenant detailing the need for such repair (or such additional time as is reasonably necessary so long as Landlord promptly commences to cure same and diligently pursues same to completion), Tenant shall have the right to make such repairs and deduct the reasonable cost thereof from Tenant's next payment(s) of Rent or Additional Rent coming due.

10.3 Repairs and Maintenance - Tenant. Tenant shall, at its own cost and expense, keep and maintain the Premises and appurtenances thereto and every part thereof in good order and repair except

those portions of the Premises to be repaired by Landlord pursuant to Article 10.2 hereof. Tenant shall keep in good order and repair and to replace as needed all fixtures pertaining to heating, air conditioning (including compressors, fans and ducts) ("HVAC System"), ventilation, water, sewer and electrical systems and Tenant shall be liable for any damage to such systems resulting from Tenant's misuse. Tenant shall use its facility maintenance staff for the maintenance and repair of the heating, ventilating and air conditioning system. Said service shall provide for quarterly inspections and shall provide Landlord with a current copy of said service if requested. Tenant agrees to return the Premises to Landlord at the expiration or sooner termination of this Lease in as good condition and repair as when first received, reasonable wear and tear and damage by fire or other insurable casualty excepted. All damage or injury to the Center, the Premises, or the Common Areas caused by the act or negligence of Tenant, its agents, employees, licensees or contractors shall be promptly repaired by Tenant at its sole cost and expense and to the reasonable satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the reasonable cost thereof and Tenant hereby agrees to pay such amounts as Additional Rent hereunder within ten (10) days after written demand thereof by Landlord.

10.4 Landlord's Access. Landlord and its designated agents and representatives may enter the Premises at all reasonable times for the purpose of inspecting the same or making necessary repairs thereto and performing any other work that may be necessary by reason of Tenant's failure to make such repairs or perform any such other work therein or thereon. Nothing herein shall imply any duty on the part of Landlord to do any such work, except as otherwise provided in this Lease, and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any such work in or on the Premises, keep and store therein all necessary materials, tools, supplies and equipment. Except as may be otherwise specifically provided herein, Tenant shall reimburse Landlord for the cost of repair of all damage resulting from the negligence or willful misconduct of Tenant or any person suffered to be on the Premises by Tenant or resulting from Tenant's failure to observe or perform any condition or covenant imposed upon Tenant by this Lease.

10.5 Loss or Damage of Tenant and Others. Landlord shall not be liable for any damage to fixtures or other personal property of Tenant or others on the Premises caused by fire, theft, or other hazards, except to the extent that such damages are caused by Landlord's negligence or willful misconduct. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, sprinklers, water, rain leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness, except to the extent that such damages are caused by Landlord's negligence or willful misconduct. Landlord shall not be liable for any such damage caused by janitors, custodians or any other persons in the Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private, public, or quasi-public work, except to the extent that such damages are caused by Landlord's negligence or willful misconduct. Landlord shall not be liable to Tenant or Tenant's employees or invitees for any loss or damage resulting from defects in the improvements made to the Premises by Tenant. All property of Tenant or others kept or stored on the Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or negligence of Landlord.

ARTICLE 11

ALTERATIONS AND IMPROVEMENTS

11.1 Alterations and Improvements - Landlord. Except as set forth in Exhibit B as being part of "Landlord's Work," Landlord shall not be required to make any alterations or improvements to Premises

prior to Tenant taking possession of the Premises. At delivery to Tenant, Landlord covenants that the Premises and Landlord's Work shall be structurally sound and in good tenantable condition.

11.2 Initial Buildout Allowance. Landlord's obligation to perform the Landlord's Work is hereby capped at a total expense of One Hundred Fifty Thousand and 00/100dollars (\$150,000.00).

11.3 Alterations and Improvements - Tenant.

(a) Tenant shall, at its sole cost and expense, construct its improvements ("Tenant's Work") in accordance with construction specifications attached hereto as Exhibit B and by this reference made a part hereof.

(b) Tenant shall not make any improvements or alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, however, Landlord may withhold its consent in its sole discretion to any improvements or alterations that affect the structure, structural strength or outward appearance of the Premises or the Center. Notwithstanding the foregoing, Tenant shall have the right to make non-structural, non-storefront improvements and alterations to the Premises without Landlord's consent; provided the same does not exceed Five Thousand and No/100 Dollars (\$5,000.00) per calendar year; provided, however, prior to beginning such work, Tenant shall submit to Landlord complete and detailed plans and specifications for approval by Landlord, which approval shall not be unreasonably withheld or delayed. Any improvements or alterations made to the Premises by or on behalf of Tenant shall be made using quality materials, in a good and workmanlike manner and in full compliance with all insurance requirements and regulations and ordinances of governmental authorities.

(c) Tenant shall not create or permit to be created or remain as a result of any action or work done or contracted for by Tenant, any lien, encumbrance or charge levied on account of any imposition of any mechanic's, laborer's or materialman's lien which might be or become a lien, encumbrance or charge upon the Premises, the Center or any part thereof, or the income therefrom, whether or not the same shall have any priority or preference over or ranking on a parity with the estate, rights and interest of Landlord in the Premises or the Center or any part thereof, or the income therefrom, and Tenant shall not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Premises or the Center or any part thereof, might be impaired. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or the Center or any part thereof, as a result of any action or work done on behalf of or contracted for by Tenant, within ten (10) days after notice of the filing thereof, Tenant shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then, in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien by paying the amount claimed to be due. Any amount so paid by Landlord and all costs, expenses and fees, including without limitation reasonable attorneys' fees, incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or not the same has been discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, together with interest thereon at the Default Rate from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant to Landlord within ten (10) days after written demand thereof by Landlord. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Premises or the Center or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or the Center or any part thereof, nor to subject Landlord's

estate in the Premises or the Center or any part thereof, to liability in any way under any mechanic's and/or materialman's lien laws of the state in which the Center is located, it being expressly understood that Landlord's estate shall not be subject to any such liability.

ARTICLE 12

UTILITIES

12.1 Tenant shall pay from the date the Premises are delivered to Tenant, the cost of gas, electricity, fuel, light, heat, power, telephone, cable, trash and garbage removal and all other utilities furnished to the Premises or used by Tenant in connection therewith, whether such utility costs are determined by separate billing and metering or are billed by Landlord to Tenant. Any utilities billed by Landlord to Tenant shall be deemed Additional Rent, but not subject to any caps which may apply to Additional Rent. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. If Tenant's use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval, which shall not be unreasonably withheld, and shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. If Tenant's use or occupancy of the Premises results in an increase to Landlord of any utilities expense or connection or user fees or charges for increased usage or capacity or assessments of any kind whatsoever, Tenant shall pay the entire amount thereof within ten (10) days of Landlord's written demand. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises.

ARTICLE 13

DAMAGE OR DESTRUCTION

13.1 If the Premises or the building of which the same are a part are damaged by fire or other insured casualty and the insurance proceeds have been made available therefor by the holder(s) of any mortgages covering the Premises, the damage shall be repaired by and at the expense of Landlord to the extent of such available insurance proceeds, provided such repairs can, in Landlord's sole, reasonable opinion, be made within sixty (60) days after the occurrence of the casualty without the payment of overtime or other premiums. Until such repairs are completed, Rent shall be abated in proportion to that part of the Premises which is unusable by Tenant in the conduct of its business, as mutually determined by Landlord and Tenant, except that there shall be no abatement of Rent if any portion of the Premises are unusable for a period equal to one (1) day or less. If: (i) the Premises are damaged as the result of any cause other than a fire or other casualty included in the insurance coverage Landlord is required to maintain pursuant to Article 9 of this Lease; (ii) the insurance coverage Landlord is required to maintain pursuant to Article 9 of this Lease was maintained, but the insurance proceeds have not been made available; or (iii) in Landlord's sole, reasonable opinion, the damage cannot be repaired within sixty (60) days, then, in any of such events, Landlord shall have the option to repair or restore such damage, in which case this Lease shall continue in full force and effect, but Rent will be proportionately reduced as hereinabove provided; or give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and Rent, reduced by a proportionate reduction as hereinabove provided, shall be paid to the date of said termination. Except as provided in this Article, there shall be no abatement of Rent and no liability of Landlord by reason of injury to or interference with Tenant's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Premises or to fixtures, furniture and equipment therein. Tenant understands and agrees that Landlord shall have no obligation to carry insurance of any kind on Tenant's fixtures, furniture and equipment under the provisions of this Lease and that Landlord shall not be obligated to make any repairs thereto or to replace the same.

ARTICLE 14
CONDEMNATION

14.1 If the whole of the Premises or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain or otherwise transferred in lieu thereof, this Lease shall automatically terminate as of the date of such condemnation authority or taking, whichever is later. No award for any total or partial taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such taking in condemnation, together with any or all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, Tenant shall be entitled to file a separate claim from any condemnation proceeding for an award reflecting the relative loss suffered as a result of the taking of its trade fixtures, furniture and/or leasehold improvements, as well as any special damages, such as Tenant's moving expenses; provided, Tenant's claim does not alter or diminish the award of Landlord or Landlord's lender.

ARTICLE 15
INDEMNIFICATION

15.1 Indemnification of Landlord. To the extent permissible by law and without waiver of sovereign immunity, Tenant shall indemnify, defend, and hold Landlord harmless against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises and agrees to further indemnify and hold harmless Landlord against and from any and all claims arising from any act or negligence of Tenant or any officer, agent, employee, guest or invitee of Tenant (provided such loss or damage is not caused by Landlord, its agents, employees or contractors), including all costs, and reasonable attorneys' fees, whether at trial or on appeal, incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

15.2 Indemnification of Tenant. Landlord shall indemnify, defend and hold Tenant harmless against and from any and all claims arising from Landlord's obligations hereunder with respect to the Common Areas as a result of the gross negligence, willful misconduct or omission by Landlord or its agents, servants or employees (provided such loss or damage is not caused by Tenant, its agents, employees or contractors), including all costs and reasonable attorneys' fees, whether at trial or on appeal, incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Tenant by reason of such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

ARTICLE 16
**SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN;
ESTOPPEL CERTIFICATES**

16.1 Subordination and Non-Disturbance. This Lease shall be subject and subordinate to any existing or future mortgage, deed of trust, deed to secure debt or other encumbrance (collectively "Mortgage") on all or any portion or interest in the Center. Within twenty (20) days of request by Landlord or the Mortgagee, Tenant shall execute, acknowledge, and deliver a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in substantially the form attached hereto as Exhibit D. Tenant's acknowledgement and agreement of subordination provided for in this Article is self-operative and no further instrument of subordination shall be required. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with power to execute and deliver the SNDA for and in the name of Tenant,

without subjecting Landlord to liability of any kind, in the event Tenant shall fail to execute such instrument within twenty (20) days after written notice to Tenant. Additionally, in the event Tenant fails to execute such instrument within twenty (20) days after written notice to Tenant, Tenant shall be in default hereunder without any notice or cure period being required to be given by Landlord hereunder.

16.2 Estoppel Certificates. Tenant shall deliver an estoppel certificate in substantially the form attached hereto as Exhibit E to Landlord within ten (10) business days after such request is received from Landlord. The estoppel certificate shall be in writing and shall be executed on behalf of Tenant by a person having appropriate authority. Each estoppel certificate shall be made in favor of Landlord, Mortgagee, or any other person specified by Landlord. Each estoppel certificate shall contain information reasonably required by Landlord, including but not limited to the following: (a) whether Tenant is in possession of the Premises; (b) whether this Lease is in full force and effect, and whether it has been modified; (c) whether to the best of Tenant's knowledge, Landlord is in default under this Lease in any respect; and (d) the dates, if any, that any Rent due hereunder has been paid in advance. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with power to execute and deliver the estoppel certificate for and in the name of Tenant, without subjecting Landlord to liability of any kind, in the event Tenant shall fail to execute such instrument within ten (10) days after written notice to Tenant. Additionally, in the event Tenant fails to execute such instrument within ten (10) days after written notice to Tenant, Tenant shall be in default hereunder without any notice or cure period being required to be given by Landlord hereunder.

ARTICLE 17 **ASSIGNMENT, SUBLETTING AND OWNERSHIP**

17.1 Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant hereby agrees that Landlord's withholding of its consent shall be reasonable, unless all of the following requirements have been satisfied:

(a) Landlord shall be provided with at least thirty (30) days written notice prior to any proposed assignment or subletting;

(c) Tenant shall remain primarily liable under this Lease and shall guarantee the Lease if Landlord so requests;

(d) Any proposed assignee shall assume, in a written instrument acceptable to Landlord, all of the obligations of Tenant hereunder;

(e) Any sublease shall be specifically subject to the terms of this Lease, and in no event shall any sublessee have any greater rights against Landlord than Tenant has against Landlord per the terms of this Lease;

(f) The proposed assignee's or sublessee's use of the Premises shall be, without limitation, in strict compliance with Article 5 of the Lease;

(g) The net worth of the proposed assignee or sublessee shall be such that Landlord can be reasonably satisfied that the proposed assignee or sublessee shall be able to meet the monetary obligations contained herein; and

(i) The nature and operation of the Premises by the proposed assignee or sublessee shall not conflict with any use restriction of any other tenant, nor will it from the reputation, the operation and maintenance of the Center and Landlord's investment therein.

Any sale, assignment, mortgage, transfer or subletting of this Lease or the Premises or any parts hereof or thereof contrary to the provisions of this Article shall be void, unless approved in writing by Landlord and shall, at the option of Landlord, constitute an event of default under this Lease. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent of Landlord to any further assignment or subletting of the Premises, nor shall the acceptance of Rent by Landlord from any assignee or sublessee be deemed a waiver of the obligation to obtain Landlord's consent to an assignment or subletting.

ARTICLE 18

DEFAULT

18.1 Tenant's Default The occurrence of any of the following shall constitute an event of default and breach of this Lease by Tenant:

- (a) The failure of Tenant to pay Rent on the date the same shall become due;
- (b) The taking of the leasehold on execution or other process of law in any action against Tenant;
- (c) The filing by Tenant or against Tenant of any petition or answer seeking any reorganization, liquidation, arrangement, readjustment or similar relief for itself under any present or future federal, state or other statute provided, however, that in the event Landlord shall not be permitted to terminate this Lease because of the provisions of Title 11 of the United States Code (the "Bankruptcy Code"), then Tenant, as debtor-in-possession, or any trustee, receiver or liquidator appointed for Tenant's benefit, must provide adequate assurance of performance of the terms of this Lease, which shall include, without limitation, adequate assurance: (i) of the source of Rent reserved hereunder; (ii) that Percentage Rent, if applicable, due hereunder will not decline from the levels established previously; (iii) that the assumption of this Lease will not breach any provision hereunder; (iv) that any assumption or assignment of this Lease will not breach any provision such as the radius, location, use or exclusivity provisions in this or any other lease, finance agreement or master agreement relating to the Center under any circumstances, as the use provision of this Lease is the equivalent of a covenant running with the land and as such, may not be changed by the state of bankruptcy of Tenant; and (v) that the assumption or assignment of this Lease will not unreasonably disrupt any Tenant mix or balance in the Center, and if the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Code within the applicable time periods provided by the Bankruptcy Code, then this Lease shall be deemed rejected and Landlord shall have the right to immediate possession of the Premises and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach and/or termination of this Lease;
- (d) The removal by Tenant of any leasehold improvements from the Premises without replacement thereof;
- (e) The failure of Tenant to secure the insurance coverages and provide evidence thereof to Landlord as required by the provisions of this Lease in accordance with the time periods set forth herein;
- (f) The failure of Tenant, within seventy-two (72) hours after receipt of written notice from Landlord, to comply with the Rules and Regulations attached hereto as Exhibit C, or as otherwise established by Landlord upon written notice to Tenant; or
- (h) The failure of Tenant, within thirty (30) days after receipt of written notice from Landlord, to comply with any of the other provisions of this Lease (that is, other than those discussed in

Subsections (a) through (f) hereinabove), or any other agreement between Landlord and Tenant, including all Exhibits incorporated herein by reference, all of which terms, provisions and covenants shall be deemed material; provided, however, that if any such default shall be a default that cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, and if the cure of such default shall be promptly commenced and prosecuted with diligence, the period within which such default may be cured shall be extended for an additional period of time, as may be reasonably necessary to cure such default as long as Tenant prosecutes such cure with diligence and continuity and provided Landlord receives periodic reports with respect thereto.

18.2 Remedies.

(a) Upon the occurrence of any event or events of default by Tenant, Landlord shall have the option, at Landlord's election, to pursue any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted Landlord by law or equity:

(i) Landlord may cancel and terminate this Lease and dispossess Tenant;

(ii) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable for any damages, for all reasonable expenses incurred in any such reletting and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease; and/or

(iii) Landlord may re-enter the Premises without terminating the Lease and without being liable for any damages, whether caused by the negligence of Landlord or otherwise, and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant shall reimburse Landlord within ten (10) days after written demand thereof for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease); provided, however, Landlord shall not operate Tenant's business.

(b) Should Landlord, as a result of any Tenant default, elect to terminate this Lease, Landlord shall be entitled to collect from Tenant as damages: (i) the worth at the time of award of the unpaid Rent and other charges which may be due and unpaid by Tenant at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent and other charges which would have come due after termination until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent and other charges for the balance of the Lease Term after the time of award exceeds the amount of rental loss which Tenant proves could have been reasonably avoided; and (iv) all other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform or which are likely to result therefrom including, but not limited to reasonable attorneys' fees, costs of repossession, costs of removing persons or property from the Premises, costs of repairs to the Premises, costs of reasonable alterations to the Premises to make the space Tenant able to prospective replacement Tenant's, costs of re-leasing the space, brokerage fees, etc. All computations of the worth at the time of award of amounts recoverable by Landlord as stipulated herein shall be computed by allowing interest at the Default Rate. The worth at the time of award shall be computed by discounting the amount otherwise recoverable by Landlord at the prime rate published in the Wall Street Journal at the time of the award.

18.3 Rights Cumulative. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative and the exercise of one or more rights, remedies or options shall not be taken to exclude or waive the right to the exercise of any other. All such rights, remedies and options may be exercised and enforced concurrently and whenever and as often as deemed desirable. Landlord shall have the right to pursue any one or all of such remedies which may be provided herein or

by law or in equity. For the purpose of any suit by Landlord brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease. It is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

ARTICLE 19

NOTICES

19.1 All notices and demands required, or permitted, to be sent to those listed hereunder must be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight courier service and shall be deemed to have been given upon the date the same is postmarked if sent by certified mail or the day deposited with Federal Express or such other reputable overnight courier service, but shall not be deemed received until one (1) business day following deposit with Federal Express or other reputable overnight courier service or three (3) days following deposit in the United States Mail if sent by certified mail to address shown below, and addressed to:

Landlord: 2250 East Victory, LLC
c/o Sawyer Law Group, LLC
24 Drayton Street, Suite 202
Savannah, GA 31401
Attn: Jennifer D. Sawyer
Tel: (912) 662-8612
Fax: (912) 662-8616

Tenant: City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31402

With Copies To: Director of Real Estate
City of Savannah
P.O. Box 1027
Savannah, GA 31402

City Attorney
City of Savannah
P.O. Box 1027
Savannah, GA 31402

or at such other address requested in writing by either party upon five (5) days notice to the other party.

ARTICLE 20

SIGNS

20.1 Subject to applicable municipal ordinances, Tenant shall be permitted to install storefront signage; provided, however, Tenant shall not place, erect or install any signs on any portion of the roof or any other portion of the Premises nor allow to be erected or installed any signs, printed displays or show window lettering visible from outside the Premises without the prior written approval of Landlord.

Landlord shall have complete authority over size, art work, design, color, taste, text and content of all signs, which authority may be arbitrarily exercised to deny the use of any sign or proposed sign. All such signs shall be maintained in a good and safe condition and appearance by Tenant at its own expense. Upon the expiration or sooner termination of this Lease, Tenant shall, at its own expense, remove all signage from the Premises. Tenant shall repair and restore any damage to the Premises, either inside or outside, resulting from the erection, maintenance or removal of said signs, and in the event Tenant fails to do so, Landlord may make such repairs or removal which is not promptly made by Tenant and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within ten (10) days after written demand thereof by Landlord. The obligations of Tenant set forth in this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 21

HAZARDOUS SUBSTANCES.

21.1 Tenant's Restrictions. Tenant shall not cause or permit to occur: (i) any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions ("Laws") on, under or about the Premises or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances without Landlord's prior written consent, which consent may be withdrawn, conditioned or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws, as such Laws may be enacted or amended from time to time.

21.2 Environmental Compliance. Tenant shall, at Tenant's own expense: (i) comply with all Laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances; (ii) make all submissions to, provide all information required by and comply with all requirements of all governmental authorities (the "Authorities") under the Laws; (iii) prepare and submit the required plans and all related bonds and other financial assurances should the Authorities or any third party demand that a clean up plan be prepared and a clean up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Lease Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises and Tenant shall carry out all such clean up plans; and (iv) promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Subsection within thirty (30) days following its request, Landlord may proceed with such efforts and, in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Subsection. Tenant's obligations and liabilities under this Subsection shall survive the expiration or other termination of this Lease.

21.3 Tenants Indemnity. To the extent permissible by law and without waiver of sovereign immunity, Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents and employees, from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith, including reasonable attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Lease Term at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises or from Tenant's failure to provide all information, make all submissions or take all steps required by all Authorities under the Laws and all other environmental laws.

Tenant's obligations and liabilities under this Subsection 21.3 shall survive the expiration or other termination of this Lease.

ARTICLE 22 **BROKERS**

22.1 Brokers. Landlord and Tenant represent and warrant one to the other that they have not had any dealing with any real estate brokers or agents in connection with the negotiation of this Lease other than Danny Chase with Colliers International, which broker Landlord is obligated to pay a commission pursuant to a separate agreement. Landlord and Tenant shall indemnify and hold each other harmless from and against any and all liability and cost which Landlord or Tenant may suffer in connection with real estate brokers claiming by, through, or under either party seeking any commission, fee or payment in connection with this Lease.

ARTICLE 23 **MISCELLANEOUS**

23.1 Attorney's Fees. In the event that at any time during the term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and paralegal fees and disbursements incurred therein by the successful party. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post-judgment proceedings.

23.2 Authority. Landlord and Tenant each hereby represent that the person signing on behalf of such party has the full right and authority to enter into this Lease and by doing so does not violate any existing agreement or indenture to which it is a party or by which it is bound or affected. Upon request of Landlord, Tenant will deliver to Landlord a true, correct and certified copy of the enabling resolutions adopted by Tenant.

23.3 Quiet Enjoyment. Provided Tenant is not in default hereunder beyond any applicable notice and cure periods, Tenant shall have peaceful and quiet possession of the Premises in accordance with the terms of this Lease during the Term or any Renewal Term of this Lease without disturbance by Landlord or any party claiming under or through Landlord.

23.4 Time of the Essence. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings and conditions to be performed under this Lease.

23.5 Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, permitting delays, failure of power, riots, insurrection, war, acts of God, hurricanes or tornadoes or other reasons of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

23.6 No Joint Venture. Landlord and Tenant shall not be considered by operation of this Lease as joint venturers or partners and neither shall have the power to bind or obligate the other except as provided herein.

23.7 Entire Agreement. This Lease sets forth all covenants, agreements, conditions and understandings between Landlord and Tenant concerning the Premises. No waiver, modification or amendment of this Lease, or any provisions of this Lease, shall be effective unless in writing and executed and acknowledged by Landlord and Tenant. This Lease shall be a binding and enforceable agreement as of the Effective Date.

23.8 Rules and Interpretation. The captions and Article numbers to this Lease are inserted for convenience only and in no way are intended to define or limit the provisions of this Lease. Any gender or pronoun used herein shall be deemed to refer to any other gender or pronoun more grammatically applicable to the party to whom such gender or pronoun refers. Where the context requires, the use of the singular herein shall be deemed to include the plural and the use of the plural shall be deemed to include the singular. The rule of construction to the effect that an instrument shall be construed against its draftsman shall not apply to this Lease, and shall not negate or invalidate any provision of this Lease.

23.9 Calendar Days. Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice or performance of any obligation hereunder falls on a Saturday, Sunday or federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or federal holiday.

23.10 Severability. If any provision of this Lease shall be held by a court of competent jurisdiction to be invalid, void, unenforceable or inapplicable to any extent, this Lease, to the extent unaffected thereby, except as may be necessary to make the remaining provisions of this Lease consistent with each other, shall remain valid and in force to the fullest extent permitted by law.

23.11 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises are located.

23.12 Successors and Assigns. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

23.13 Liability of Landlord. Landlord shall have no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease. Tenant shall look solely to the interest of Landlord in the Center for the satisfaction of any damages or remedies of Tenant and Tenant's sole recourse against Landlord shall be against Landlord's interest in the Center.

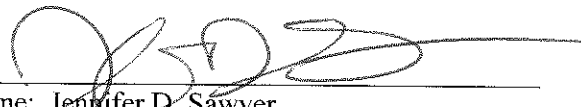
23.14 Waiver. No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Landlord's consent or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent or approval of any act by Tenant requiring Landlord's consent or approval of any subsequent act of Tenant, whether or not similar to the act consented to or approved. No act or thing done by Landlord or by Landlord's agents during the Lease Term shall be deemed an acceptance of or surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the expiration or termination of this Lease and the delivery of the keys to any such employee shall not operate as a termination of this Lease or surrender of the Premises.

23.15 Joint Liability. If there is more than one Tenant (or more than one person constituting the Tenant) under this Lease, they shall be bound jointly and severally by all provisions herein contained.

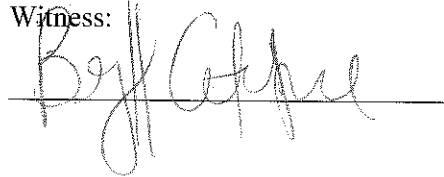
IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the date and year first above written.

LANDLORD:

2250 EAST VICTORY, LLC
a Georgia limited liability company

By: 
Name: Jennifer D. Sawyer
Title: Manager

Date: 10/5/2017


Witness: 

TENANT:

THE MAYOR AND ALDERMAN OF THE
CITY OF SAVANNAH

By: _____
Name: _____
Title: City Manager

Date: _____

Witness: _____


**SIGN
HERE**

EXHIBIT A
SURVEY OF CENTER

EXHIBIT A-1

LEGAL DESCRIPTION OF THE CENTER

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, shown as Parcel Number 1 on a subdivision plat entitled "Recombination Plat of Parcel 1, Parcel 2 and also Parcel 3, Village Square, 2nd G. M. District, Savannah, Chatham County, Georgia surveyed for James J. Buchman", by EMC Engineering Services, Inc., dated March 24, 1999, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 14-S, page 93, said plat being incorporated herein by this reference.

And Also, (i) a non-exclusive ingress and egress easement for vehicular and pedestrian traffic over and across Parcels 2 and 3 and (ii) an easement area for a trash dumpster, both as shown on Subdivision Map Book 14-S, page 93 and as granted pursuant to the Reciprocal Easement Agreement dated April 28, 1995, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 172-N, page 247, said plat being incorporated herein by this reference.

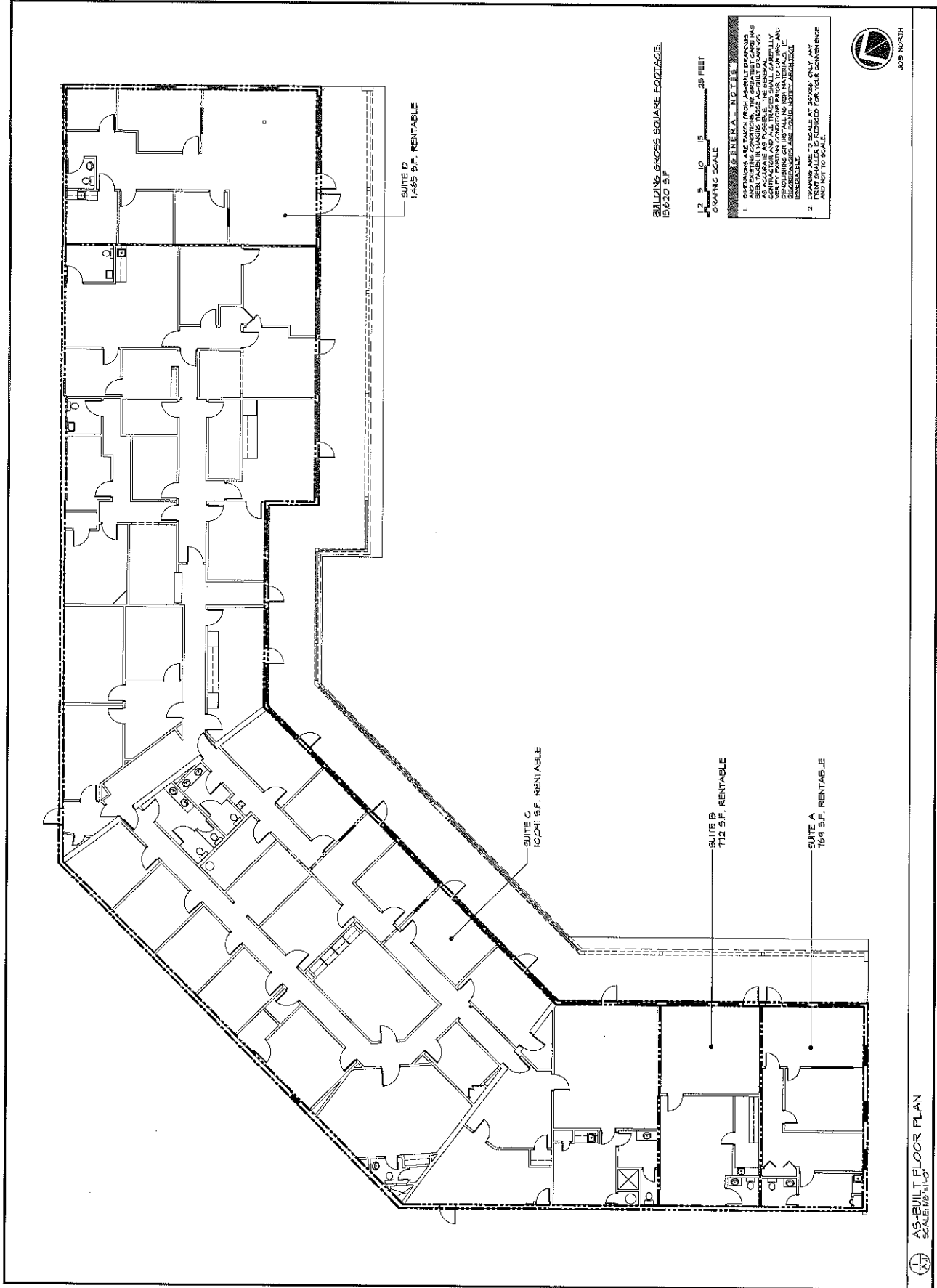
EXHIBIT A-2

SITE PLAN OF CENTER

The site plan attached hereto is intended only to show the general layout of the Center or apart thereof. The site plan shall not be deemed to be a warranty or agreement by Landlord as to the Center, the Premises, the existence of any particular tenant's or other stores or occupants or any matter shown thereon; and the site plan shows measurements and distances that are approximate and not scaled.

gms

Exhibit A-2



FA

2514 ABERCORN ST.
SUITE 110
SAVANNAH GA 31401
P: 770.777.5977

INTERIOR MODIFICATIONS FOR

2250 EAST VICTORY DRIVE

SAVANNAH GEORGIA, 31401

AS-BUILT FLOOR PLAN

ISSUED FOR REVIEW

DATE: 06.09.17

DATE: 17.01.18

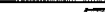

REVISION: 06.09.17

DRAWN: MJ

A1.1

EXHBIT A-3

DRAWING OF PREMISES RELATED TO TENANT WORK AND LANDLORD WORK

	2014 REC-CONT1, 2014 REC-CONT2, SAVANNAH GA 31401 770 777-5999	2250 EAST VICTORY DRIVE SAVANNAH GEORGIA, 31401	INTERIOR MODIFICATIONS FOR 	AS-BUILT FLOOR PLAN	ISSUED FOR 05/18/17 05/18/17	SHEET 12 OF 18 FIRST DRAFT 06/01/17 DRAWING: JAI	A1.1

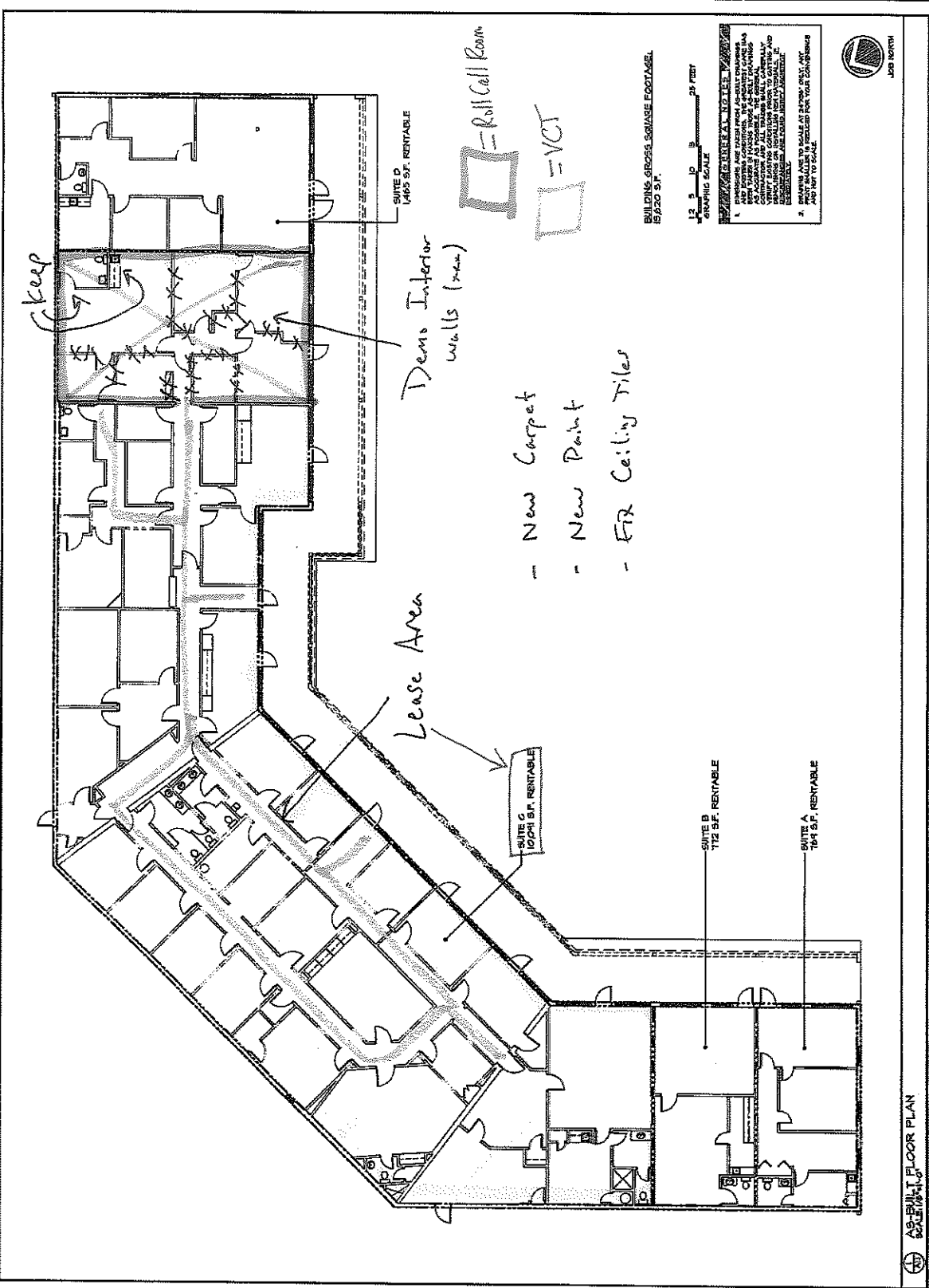


EXHIBIT B

WORK RELATING TO THE PREMISES

GENERAL

Exhibit B is intended to describe the respective obligations of Landlord and Tenant with respect to the design and construction of the Premises. The parties acknowledge that Tenant may have general and specific requirements and needs relating to the operation of its business from the Premises, and Landlord and Tenant are entering into this Lease in reliance solely upon Tenant's expertise and ability to evaluate the suitability of the Premises and Center for Tenant's business. Tenant has entered into this Lease without reliance upon any obligation of Landlord to make, and Tenant agrees that Landlord shall not be obligated to make, any disclosures concerning the value, condition or suitability of the Premises.

A. TENANT'S WORK:

Tenant shall perform the following work:

1. Install modular furniture units, as needed – Tenant only.
3. Install extra electrical, phone and data as needed – Tenant only.
4. Tint windows, as needed, or mini-blinds in the windows for security reasons – Tenant only.

B. LANDLORD'S WORK:

Landlord shall perform the following work and use its best faith efforts, subject to permitting delays and force majeure to complete the Landlord Work no later than January 15, 2018:

1. Landlord shall have certain of the interior walls of the Tenant's Premises demised pursuant to the plan depicted on Exhibit A-3 (the "Plan") showing the location of certain interior, non-load bearing walls to be removed to create the "Roll Call Room".
2. Landlord will install a new interior wall and door system leading from the main lobby area into the remainder of the leased premises.
3. Landlord shall install VCT tile within the Roll Call Room and the central hallways in the Premises as shown on the Plan.
4. Landlord shall paint the interior of the Premises.
5. Landlord shall install carpeting in the offices, (specifically excluding the Roll Call Room, any kitchen area and/or restroom areas).
6. Landlord shall pressure wash the exterior and sidewalks of the Premises prior to Tenant taking occupancy.
7. Landlord's obligation to perform Landlord's Work shall not exceed one hundred and fifty thousand dollars (\$150,000.00).

007

C. GENERAL REQUIRMENTS:

- (a) Plans and Construction. Final plans for both Landlord Work and Tenant Work shall be agreed to within ten (10) business days of the Effective Date. Tenant shall choose the paint, VCT Tile and carpeting within ten (10) business days of the Effective Date. Tenant will use its best faith efforts to expedite any building permits needed with regards to Landlord's Work. Construction will be in accordance with the requirements and standards of all jurisdictional authorities. The plans and specifications for Tenant's Work shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Landlord's approval as to any portion of Tenant's Work that affects the structure, structural strength or outward appearance of the Premises or the Center may be withheld by Landlord in its sole discretion.
- (b) Non-combustible construction: All Tenant construction shall be non-combustible as defined by applicable codes, except that fire resistant wood will be permitted where approved by the jurisdictional authorities.
- (c) Fixture Support: All Tenant improvements other than lighting fixtures shall be floor mounted, unless contrary written approval is obtained from Landlord.
- (d) Tenant electrical: All electrical requirements for fixtures and/or special equipment shall be approved by Landlord and its engineers prior to installation. The cost of all Tenant electrical and connections to Landlord system will be borne by Tenant.
- (e) Temporary services: Although it is anticipated the utilities will be turned over or transferred to Tenant at the time the Premises are delivered to Tenant for Tenant's Work, in the event Landlord provides temporary light, power and water, during the construction period, Tenant may use the temporary services for its construction, for which it agrees to compensate Landlord at the rate of fifteen cents (.15) per square foot of the Premises per month during said period of use.
- (f) Insurance: Landlord acknowledges that Tenant is self-insured and will provide evidence of self-insurance. In the event that at any time during the term of the Lease Tenant does not self-insure, Tenant agrees, prior to commencement of any construction, to furnish Landlord with a Certificate of Insurance, evidencing that Tenant has obtained Builder's Risk Insurance in an amount equal to the cost of Tenant's Work insuring same against fire, standard extended coverage risks and other such risks as Landlord may elect to have insured by Tenant.

Tenant will, during the period of construction of its work, secure and maintain at its expense, a policy of Insurance covering Tenant's trade fixtures and equipment, furniture and furnishings to the extent of full replacement value against all casualties included under a standard form of Fire, Extended Coverage and Malicious Mischief insurance policy in use where the Center is located. Landlord will be furnished with a certificate thereof.

Landlord or Landlord's contractor and/or subcontractor or Tenant or Tenant's contractor and/or subcontractor will, during the period of construction of its work, secure and maintain a Comprehensive General Liability Policy and furnish Landlord with a certificate thereof.

Tenant and Landlord will each cause its contractor and subcontractors to secure and maintain in effect statutory Workmen's Compensation and other insurance as required by the state where the Center is located and will furnish Landlord with a certificate thereof.

- (g) Miscellaneous: Whether or not otherwise specifically required herein, all Landlord's Work and Tenant's Work shall comply with the requirements, rules and regulations of all authorities having governmental jurisdiction over the Premises. In all instances where Tenant is to install any item, it shall also furnish such item.
- (h) Work changes: Any changes in Tenant's Work during the course of its construction which may be required by the jurisdictional authorities shall be performed at Tenant's expense.
- (i) Roof penetrations: Any penetrations to the roof of the Premises by Tenant as part of Tenant's Work must be made by Landlord's original roofing contractor or by a licensed roofing contractor approved by the manufacturer of the roof (collectively, "Authorized Roofing Contractor"). All work must be done in such a manner as not to void Landlord's warranty for the roof. Tenant shall be liable for any and all damages, liabilities and claims, including those of Landlord for the voiding of its roof warranty, which result from any roof penetrations which are not performed by an Authorized Roofing Contractor.

D. CONSTRUCTION PROCEDURE AND PROVISIONS APPLICABLE TO TENANT'S WORK ONLY:

- (a) Tenant and Tenant's contractors are limited to performing their work, including any office or storage for construction purposes, within the Premises only.
- (b) Tenant and Tenant's contractors shall each be responsible for daily removal from the Center site of all trash, rubbish and surplus material resulting from construction. If Tenant, its agents or contractors fail to remove these items daily, Landlord or its agents may remove them at their discretion and charge Tenant for the cost of the removal.
- (c) Tenant's Work shall be done in such a manner as to not interfere with the business activities of the other tenants in the Center.
- (d) Landlord shall not be liable for any injury to person or damage to property of Tenant or of Tenant's employees, licensees or invitees, from any cause whatsoever occurring upon or about the Premises, and Tenant shall and will indemnify and save Landlord harmless from any and all liability and claims arising out of or connected with such injury or damage.
- (e) Landlord shall have the right to establish reasonable rules and regulations governing Tenant and Tenant's contractors in order that the construction of the Center proceed in a safe and orderly manner in accordance with all of the provisions of this Lease and governing building and safety codes.
- (f) Tenant shall not perform any Tenant Work in a manner that interferes with or delays Landlord's Work.

EXHIBIT C

RULES AND REGULATIONS

Landlord reserves the right to make additional reasonable rules and regulations with respect to the Center. Tenant agrees:

1. To load and unload goods only at such times, in such areas and through such entrances as may be designated for such purposes by Landlord. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Center, whether loaded or unloaded.
2. To keep all garbage and refuse in proper containers and shall place the same outside of the Premises in the dumpster located in the Common Areas (provided, however, in no event shall Tenant be permitted to place any form of hazardous material or petroleum based material in the dumpster nor shall Tenant be permitted to place any garbage or refuse generated off Premises in the dumpster), prepared for collection in the manner and at the times and places specified by Landlord and in accordance with municipal regulations.
3. To keep the outside areas immediately adjoining the Premises clean and not to burn, place or permit any rubbish, obstruction or merchandise in such areas.
4. To keep the Premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests.
5. Not to use or operate any machinery that, in Landlord's opinion, is harmful to the building or disturbing to other lessees in the Center of which the Premises are a part.
6. Not to use any loud speakers, televisions, phonographs, radios or other devices in a manner so as to be heard or seen outside of the Premises.
7. Not to conduct any distress sale, fire sale, bankruptcy sale, liquidation, relocation sale, closing sale, going-out-of-business sale, auction, sheriff's sale, receiver's sale or any other sale that, in Landlord's opinion, adversely affects the reputation of the Center or suggests that the business operations are to be discontinued in the Premises shall be advertised or conducted on or about the Premises.
8. Tenant and Tenant's employees should park their automobiles only in those parking areas designated by Landlord, from time to time, for that purpose. Should Tenant and Tenant's employees fail to park in the designated areas landlord reserves the right to fine the Tenant and their Employees for the violation of this rule.
9. No signage shall be permitted other than as approved by Landlord in writing.

EXHIBIT D

SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT

See attached

PS

Return to: Jennifer D. Sawyer, Esq.
Sawyer Law Group, LLC
24 Drayton Street, Suite 202
Savannah, Georgia 31401
912-662-8611

**SUBORDINATION, ESTOPPEL, NONDISTURBANCE
AND ATTORNMENT AGREEMENT
(GEORGIA)**

This Subordination, Estoppel, Nondisturbance and Attornment Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2017, by and between the following parties:

"Tenant":

Address:

"Landlord":

Address:

2250 East Victory, LLC
c/o Sawyer Law Group, LLC
24 Drayton Street, Suite 202
Savannah, Georgia 31401

"Bank":

Address:

First-Citizens Bank & Trust Company

WHEREAS:

A. Tenant is the lessee under the terms of that lease dated _____, 2017 (the "Lease") for the real property described therein (the "Premises"). *(Check applicable box and fill in applicable spaces)*

☐ A copy of the Lease has been duly recorded in Deed Book _____, Page _____, _____ County, Georgia Records.

☐ The Lease is evidenced by a Memorandum of Lease which has been duly recorded in Deed Book _____, Page _____, _____ County, Georgia Records.

☐ The Lease and the Premises are more fully identified and described on Exhibit A attached hereto and incorporated herein by reference.

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☒ The Lease and the Premises are more particularly identified and described as follows:

Lease:

Premises: Premises consisting of approximately 10,091 square feet, identified as Suite C, located at 2250 Victory Drive, Savannah, Georgia

For purposes of this Agreement, the "Lease" includes all amendments, modifications, substitutions, renewals, extensions and replacements of the Lease.

- B. For purposes of this Agreement, the term "Borrower" refers to 2250 East Victory, LLC. The Bank has (i) acquired one or more existing loans and/or other financial accommodations made to the Borrower, and/or (ii) extended (and/or will extend) one or more loans and/or other financial accommodations to the Borrower. All of these loans and financial accommodations are collectively referred to in this Agreement as the "Loan." Repayment of the Loan is or will be secured by one or more security deeds or deeds to secure debt in favor of the Bank as lender (collectively, the "Security Deed"). For purposes of this Agreement, the Security Deed includes all amendments, modifications, extensions and renewals thereof and all substitutions therefor. The property described in the Security Deed includes all or a portion of the Premises.
- C. Bank has requested Tenant to subordinate the Lease to the Security Deed, all indebtedness secured by the Security Deed, and all other advances made pursuant thereto, whether made prior to or after the execution of the Lease.
- D. Tenant is willing to so subordinate the Lease, provided it obtains assurances from Bank that its possession of the Premises and its right to use such common areas as may be permitted under the terms of the Lease will not be disturbed by reason of or in the event of Landlord's default under the Security Deed. Bank is willing to give such assurance.

NOW, THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby mutually covenant and agree as follows:

1. Subordination. Tenant hereby subordinates the Lease and all of Tenant's rights under the Lease (including, without limitation, any and all options to purchase, rights of first refusal, and rights of first negotiation) to the Security Deed and the lien thereof, all indebtedness secured by the Security Deed, and all advances made pursuant thereto, whether made prior to or after the signing of the Lease.
2. Nondisturbance. So long as no event of default under the Lease has occurred and continued for such period of time (after notice and opportunity to cure, if any, required by the Lease) as would entitle Landlord to terminate the Lease, the Lease shall not be terminated or modified in any respect whatsoever, and Tenant's right of possession to the Premises, its rights in and to any common areas, and its other rights arising out of the Lease will all be fully recognized and honored by Bank and shall not be disturbed, cancelled, terminated or otherwise adversely affected by reason of the Security Deed or any action or proceeding instituted by Bank to foreclose the Security Deed, irrespective of whether Tenant shall have been joined in any such action or proceeding. Notwithstanding the foregoing, Tenant shall not be entitled to exercise any option, right of first refusal, or right of first negotiation which Tenant may have under the terms of the Lease to purchase the Premises upon any transfer or prospective transfer of all or any portion of the property described in the Security Deed (including, without limitation, the Premises) by Bank (if Bank at any time becomes owner thereof) or which occurs because of Landlord's default under the Security Deed, whether as a result of foreclosure of the Security Deed, conveyance of the property by deed in lieu of foreclosure, or otherwise. Unless required by law, Tenant shall not be joined as a party in any foreclosure proceeding.

3. Attornment. If Bank or any other person or entity (the "New Owner") acquires ownership of Landlord's interest in the Premises as a result of Landlord's default under the Security Deed, whether as the result of foreclosure of the Security Deed, acceptance of a deed to the Premises in lieu of foreclosure, or otherwise, then: (a) Tenant shall attorn to the New Owner and recognize the New Owner as its landlord under the Lease; (b) the New Owner will recognize and accept Tenant as its tenant under the Lease; (c) the Lease shall continue under the same terms, covenants and conditions in full force and effect as a direct lease between the New Owner and Tenant for the full remaining term thereof and any extension or renewals thereof which may be effected in accordance with any option in the Lease; and (d) the New Owner shall thereafter assume and perform all of Landlord's obligations as the landlord under the Lease with the same force and effect as if the New Owner were originally named therein as Landlord; provided, however, that the New Owner shall not be:
- (a) Liable for any act, omission or default of any prior landlord (including, without limitation, the then defaulting Landlord); or
 - (b) Subject to any defenses, counterclaims, or offsets that Tenant may have against any prior landlord (including, without limitation, the then defaulting Landlord); or
 - (c) Bound by any payment of rent or additional rent that Tenant might have paid for more than one month in advance of the due date under the Lease to any prior landlord (including, without limitation, the then defaulting Landlord); or
 - (d) Accountable for any monies deposited with any prior landlord (including security deposits), except to the extent such monies are actually received by New Owner in segregated cash amounts identified to New Owner in writing as such at the time received; or
 - (e) Bound by any obligation to make any payment to Tenant that was required to be made prior to the time New Owner succeeded to any prior landlord's interest; or
 - (f) Bound by any termination, material amendment or material modification of the Lease made without the New Owner's consent; or
 - (g) Obligated to complete any improvements or construction on the Premises or to pay or reimburse Tenant for any tenant improvement allowance or construction allowance; or
 - (h) Responsible to provide any additional space at the Premises or elsewhere for which Tenant has any option or right under the Lease, or otherwise, unless New Owner at its option elects to provide the same, and Tenant hereby releases New Owner from any obligation to provide the same, and agrees that Tenant shall have no right to cancel the Lease and shall possess no right to any claim against New Owner as a result of the failure to provide any such additional space; or
 - (i) Liable for or incur any obligation with respect to any representations or warranties of any nature set forth in the Lease or otherwise, including, but not limited to, representations or warranties relating to any latent or patent defects in construction with respect to the Premises, Landlord's title or compliance of the Premises with applicable environmental, building, zoning or other laws, including, but not limited to, the Americans with Disabilities Act and any regulations pursuant thereto;
 - (j) Bound by any assignment of the Lease or any subletting of the Premises made without New Owner's written consent.

Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto immediately upon the New Owner succeeding to the interest of Landlord in the Premises. Upon request, Tenant will execute a written attornment agreement in favor of the New Owner.

4. Leasehold Improvements and Personal Property.

- (a) Leasehold improvements made to the Premises by Tenant, including fixtures which are so related to the Premises that an interest in them arises under real estate law (collectively, the "Leasehold Improvements") shall be considered part of the Premises except to the extent expressly provided in the Lease. Tenant may not remove Leasehold Improvements from the Premises except to the extent specifically permitted under the Lease, and Tenant will be deemed to have abandoned or waived any claim to or ownership interest in Leasehold Improvements which Tenant is permitted by the Lease to remove if Tenant fails to remove them from the Premises in a timely manner in accordance with the terms of the Lease.

- (b) From time to time Tenant may place, install or erect furniture, business fixtures, equipment and/or other personal property (collectively, the "Personal Property") on the Premises. Any interest Bank has or may acquire pursuant to the Security Deed in Tenant's Personal Property shall be subordinate to the Tenant's rights in such Personal Property. However, Tenant will be deemed to have abandoned and waived any claim to or ownership interest in Tenant's Personal Property remaining on the Premises if Tenant fails to remove the Tenant's Personal Property from the Premises within 30 days following termination of the Lease.
- (c) Tenant shall repair, at Tenant's expense, all physical damage to the Premises caused by Tenant's removal of Leasehold Improvements and/or Tenant's Personal Property from the Premises. However, Tenant shall not be responsible for any reduction in the value of the Premises caused by the absence of the Leasehold Improvements or Personal Property removed or by any necessity of replacing them.

5. Casualty and Condemnation Proceeds. If the Premises sustains a casualty loss covered by insurance, or if the Premises or any part thereof is taken under the power of eminent domain, any insurance proceeds payable by reason of the casualty loss and any award or damages (direct or consequential) payable by reason of the taking shall be disposed of as follows:

- (a) If the Lease obligates Landlord to repair and restore the Premises, or such repairs and restoration are otherwise undertaken by agreement among the parties, then the insurance or condemnation proceeds shall be deposited in a special escrow account under Bank's exclusive control to be applied by Bank to the repair and restoration of the Premises in substantially the same manner construction loan proceeds are handled by Bank. Except to the extent otherwise provided in the Lease, Landlord shall be responsible for repair and restoration of the Premises. However, notwithstanding the foregoing, Bank may, at its option, apply all or any part of the insurance or condemnation proceeds to the satisfaction of the indebtedness secured by the Security Deed if:
 - (1) The Loan is in default;
 - (2) In the case of a casualty loss, Bank paid the insurance premium or advanced the insurance premium on behalf of Landlord or any other person or entity (regardless of whether the amount paid or advanced by Bank was added to the indebtedness secured by the Security Deed);
 - (3) The insurance or condemnation proceeds deposited to the escrow account are insufficient to pay the anticipated costs of repairing and restoring the Premises in full, and neither Landlord nor Tenant deposits such additional sums to the escrow account as may be reasonably required by Bank to pay the anticipated costs of the repair and restoration of the Premises in full;
 - (4) Neither Landlord nor Tenant provides at Bank's request evidence satisfactory to Bank that (i) repair and restoration of the Premises are economically feasible, (ii) Bank's security will not be significantly impaired by the repair and restoration of the Premises, (iii) Landlord has the ability and willingness to repay the Loan during the period of restoration and repair in accordance with the terms of the Loan documents, and (iv) the resulting value of the Premises after the completion of all repairs and restoration will be equal to or greater than the value of the Premises prior to the casualty loss or taking;
 - (5) Landlord and/or Tenant fail to obtain Bank's prior written approval (which will not be unreasonably withheld) of any plans and specifications, general contractor and contracts or agreements for the repair or restoration of the Premises;
 - (6) Repairs and restoration are not commenced, diligently pursued, and completed within a reasonable period of time; or
 - (7) The Lease is terminated as a result of the casualty loss or taking.

Bank will not be required to be a party to any contract or agreement for the repair or restoration of the Premises. Bank may disburse or release funds from the escrow account to or for the benefit of Landlord and shall not be responsible for the proper application or use of funds paid or released from the escrow account. Any funds remaining in the escrow account after the repair and restoration of the Premises may be applied by Bank towards satisfaction of the indebtedness secured by the Security Deed, regardless of whether the same is then payable. The application of insurance or condemnation proceeds in the manner described above or towards the satisfaction of the indebtedness secured by the Security Deed shall not extend or postpone the due date of payments due under the terms of any obligation secured by the Security Deed.

- (b) If the Lease does not obligate Landlord to repair and restore the Premises or if such repairs and restoration are not undertaken by agreement among the parties, any insurance or condemnation proceeds shall be disposed of in accordance with the terms of the Security Deed.

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- (c) Notwithstanding anything in this section to the contrary, Tenant shall be entitled to any insurance or condemnation proceeds to the extent such proceeds are paid in compensation for damage to or the taking of Tenant's tangible personal property.
 - (d) In the event of a foreclosure of the Security Deed, a deed in lieu of foreclosure or any other transfer of title to the Premises in satisfaction of any indebtedness or obligation secured thereby, all right, title and interest of Landlord to (i) any insurance policies then in force, (ii) any insurance proceeds resulting from damage to the Premises which occurred prior to such foreclosure or transfer, and (iii) any condemnation proceeds payable by reason of any taking under the power of eminent domain which occurred prior to such foreclosure or transfer, shall pass to Bank or to its grantee or to the New Owner.
6. Bank's Opportunity to Cure. Tenant agrees (a) to give Bank prompt written notice of any default by Landlord under the Lease; (b) to certify to Bank from time to time as to whether the Lease is in effect and whether there are any defaults thereunder; (c) not to surrender, cancel or terminate the Lease without Bank's prior written consent except due to an uncured default by Landlord or as may be otherwise permitted by the Lease; and (d) that if Bank elects to perform Landlord's obligations under the Lease, the Lease shall not be terminated due to any defaults of Landlord which are not capable of being cured by Bank, such as, for example, the bankruptcy of Landlord. Bank shall have the right but shall have no obligation or duty to cure any default by Landlord under the terms of the Lease. Bank shall have a "reasonable time" within which to cure Landlord's default. For purposes of this Agreement, a "reasonable time" shall be deemed to be 30 days from Bank's receipt of Tenant's notice of default, provided the default can reasonably be cured within that time. If the default cannot reasonably be cured within the 30 day period, the term "reasonable time" shall include such longer period as may be reasonably required to cure the default, so long as Bank is diligently pursuing such cure (including, but not limited to, commencement of foreclosure proceedings, if necessary, to effect such cure).
7. Assignment of Rents. As further security for the Loan, Landlord has executed and delivered or shall execute and deliver to Bank an Assignment of Leases, Rents and Profits (the "Assignment"). The Assignment permits Bank to collect all rents and other monies due to Landlord under the Lease on the occurrence of certain events as set forth in the Assignment without taking possession of the Premises and without assuming Landlord's position or any of Landlord's obligations under the Lease. Tenant hereby agrees to pay all rents and other monies due and payable under the Lease directly to Bank or at Bank's direction immediately upon receipt of Bank's written notice or demand. By signing this Agreement, Landlord hereby (a) authorizes and directs Tenant to pay such rents and other monies to Bank or at Bank's direction, (b) releases Tenant from any liability (under the Lease or otherwise) for making any such payment to Bank or at Bank's direction, and (c) agrees to defend, indemnify, and hold Tenant harmless from and against any and all claims, demands, losses, or liabilities asserted by, through, or under Landlord for any and all payments so made. Tenant shall be authorized to rely on any such notice or demand from Bank without making any further inquiry of Bank or Landlord, and any such notice or demand to Tenant by Bank shall be binding upon Landlord. Without limiting the foregoing, it shall not constitute a default under the Lease for Tenant to comply with any such notice or demand from Bank. Tenant agrees that neither Bank's demanding or receiving any such payments, nor Bank's exercise of any other right, remedy or privilege, will operate to impose any liability upon Bank for performance of any obligation of Landlord under the Lease unless and until Bank elects otherwise in writing or acquires ownership of Landlord's interest in the Premises as a result of Landlord's default under the Security Deed, whether as a result of foreclosure of the Security Deed, acceptance of a deed to the Premises in lieu of foreclosure, or otherwise. Payments to Bank or at Bank's direction shall continue until Bank directs Tenant otherwise in writing. Tenant agrees not to pay any rent under the Lease more than one month in advance without Bank's written consent. The provisions of this section will apply from time to time throughout the term of the Lease and any extension or renewal thereof.
8. Landlord's Warranties. Landlord further represents and warrants to the Bank that:
- (a) The Lease has been duly executed by Landlord, is in full force and effect, and is valid, binding and enforceable against the Landlord;
 - (b) Landlord has not assigned, mortgaged or encumbered its interest in the Lease or any portion thereof to anyone other than Bank;
 - (c) Landlord is not aware of any default by Tenant under the Lease or any event or situation which would, with the passage of time, constitute a default by Tenant under the Lease; and
 - (d) A true and correct copy of the Lease, including all addenda, exhibits, supplements and amendments thereto, has been delivered to Bank. There are no other agreements or understandings between Landlord and Tenant relating to the Lease or the Premises.

9. Tenant's Warranties. Tenant further represents and warrants to Bank that:
- (a) The Lease has been duly executed by Tenant, is in full force and effect, and is valid, binding and enforceable against the Tenant;
 - (b) Tenant has not assigned, mortgaged or encumbered its interest in the Lease or the Premises or any portion thereof;
 - (c) Tenant currently has no defense or offset to payment of rent; and
 - (d) Tenant is not aware of any default by Landlord under the Lease or any event or situation which would, with the passage of time, constitute a default by Landlord under the Lease.

Tenant agrees to provide Bank or Landlord upon request with an estoppel certificate as to the status of the Lease and the then current truth of any of the foregoing representations.

10. Notices. All notices, requests, demands and other communications required or permitted to be given may be given by any commercially reasonable method calculated to provide actual notice to the recipient and will be effective as of the date of actual receipt by the recipient.
11. Miscellaneous. "Bank" as used in this Agreement includes First-Citizens Bank & Trust Company and any of its nominees, successors, and assigns. All of the terms, covenants and conditions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest. This Agreement may not be modified orally, but only in writing signed by the party or parties to be charged therewith or its or their successor or successors in interest. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws principles. Nothing herein shall derogate from, in any way impair, or affect the lien, security interest or other provisions of the Mortgage or other Loan documents.
12. Other Provisions.

(Remainder of page intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the date of this Agreement.

BANK:

Signed, Sealed and Delivered in the presence of:

FIRST-CITIZENS BANK & TRUST COMPANY
(SEAL)

Unofficial Witness

By: _____ (SEAL)

Notary Public

Vice President

My Commission Expires: _____

[BANK SEAL]

(NOTARY SEAL)

LANDLORD (INDIVIDUAL):

Signed, Sealed and Delivered in the presence of:

Unofficial Witness

(SEAL)

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

Signed, Sealed and Delivered in the presence of:

Unofficial Witness

(SEAL)

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

LANDLORD (BUSINESS ENTITY):

2250 East Victory, LLC,
a Georgia limited liability company

Signed, Sealed and Delivered in the presence of:

Unofficial Witness

(SEAL)

Notary Public

Name of Entity

My Commission Expires: _____

By: _____ (SEAL)

Title: _____

(NOTARY SEAL)

By/Attest: _____ (SEAL)

Title: _____

(If corporation, affix corporate seal)

[SEAL]

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TENANT (INDIVIDUAL):

Signed, Sealed and Delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

Signed, Sealed and Delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

Signed, Sealed and Delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

TENANT (BUSINESS ENTITY):

Name of Entity (SEAL)

By: _____ (SEAL)

Title: _____

By/Attest: _____ (SEAL)

Title: _____
(If corporation, affix corporate seal)

[SEAL]

EXHIBIT E

TENANT ESTOPPEL CERTIFICATE

RE: Lease between _____ as Landlord ("Landlord") (or its predecessor in interest) and _____ as Tenant ("Tenant"), which was executed with respect to the Premises (the "Lease").

Gentlemen:

Tenant understands that Landlord intends to sell the property which is the subject of the Lease to _____ or its assignee and in connection with such sale Tenant hereby certifies to as follows:

- (1) The date and caption of the Lease and all amendments/assignments is as follows:

And there are no other agreements or commitments between Tenant and Landlord relating to the Premises other than as set forth above.

- (2) The Premises contains _____ net rentable square feet.
- (3) The Lease Commencement Date was _____.
- (4) The Lease Termination Date is _____.
- (5) The Lease is in full force and effect.
- (6) Tenant has accepted possession of the Premises, which have been completed in accordance with the requirements of the Lease.
- (7) There is no free rent or other rent concessions and no offsets or credits against rentals or other monetary obligations under the Lease; there are no outstanding claims or defenses to enforcement of the Lease; and all of Landlord's obligations of an inducement nature have been fulfilled.
- (8) Tenant has the following option(s) to renew or extend the Lease term:
Number of renewal or extension terms _____.
Length of each renewal or extension term _____.
- (9) Tenant has the following option(s) to terminate the Lease prior to the Termination Date: _____

- (10) Tenant does not have an option to acquire the Property.
- (11) Tenant has the following option(s) for first right of refusal or first right of offer on additional space: _____.

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- (12) The current monthly base rental is \$ _____ (\$ _____/psf annually), and rent has been paid through the date of _____, 20__ and not prepaid thereafter. Scheduled increases in base rental are as follows: _____

Tenant currently pays \$ _____ per month in addition to their base rent. If this additional rent is based on the tenant paying its pro rata share, this amount is reconciled with actual charges for the year after the first of the year as provided for in the lease.

Please check those that apply:

Tenant pays their full pro rata share _____ or fixed _____ of the following:

CAM	Monthly _____ or Annually _____	Amount \$ _____
Taxes	Monthly _____ or Annually _____	Amount \$ _____
Insurance	Monthly _____ or Annually _____	Amount \$ _____
Other	Monthly _____ or Annually _____	Amount \$ _____

If Percentage Rent is payable under the Lease, Percentage Rent is equal to _____ percent. Tenant's year-to-date gross sales for January 1, 20-- through _____ are \$ _____ and were \$ _____ for January 1, 20-- through December 31, 20--.

- (13) No breaches or defaults exist under the Lease by Tenant or, to the best of Tenant's knowledge, by Landlord, and no event has occurred which, after the passage of time or the giving of notice, would constitute a breach or default under the Lease or give Tenant any offset right or claims under the Lease.
- (14) There are no leasing commission agreements between Tenant and any representative, except: _____ . [If none, so indicate]
- (15) Tenant has paid a security deposit in the amount of \$ _____ pursuant to the Lease. [If none, so indicate] To the best of Tenant's knowledge, no portion of the security deposit has been applied to outstanding rent, CAM, taxes or insurance due, or any other monetary obligation to the Landlord. To the best of Tenant's knowledge Landlord is in possession of the full security deposit amount with out set off.
- (16) Landlord does not owe or through the passage of time will not owe Tenant any tenant improvement allowances or other concessions or rebates except: _____ . [If none, so indicate]
- (17) All Notices to Tenant under the Lease should be sent to the following address for Tenant: _____
- (18) The person executing this certification is duly authorized to execute the same on behalf of Tenant and this certificate is and shall be binding on the Tenant, its successors and assigns. _____

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Tenant acknowledges that _____ or its assignee will rely on the statements contained herein in purchasing or financing the property which is the subject of the Lease. This certification is for the benefit of _____ and its successors and assigns and any lender of _____ or its successors or assigns.

TENANT:

Date: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT F

USE RESTRICTIONS AND EXCLUSIVE USES

Use Restrictions

- 1) Bowling Alley
- 2) Skating Rink
- 3) Adult book store selling, exhibiting or distributing pornographic or obscene materials
- 4) Facility for the sale of paraphernalia for use with illicit drugs
- 5) Gambling facility or operation; provided, however, this prohibition shall not apply to governmental sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation conducted by Tenant.
- 6) New or used car, truck, recreational vehicle and trailer dealership or leasing facility.
- 7) Gas station, auto repair shop, car wash or detailing facility
- 8) Any use which emits a noxious odor, noise or sound which could be heard or smelled outside of any building in the Center.

Exclusives

- 1) Any use which violates any exclusive rights granted to any other tenant in the Center. If Tenant desires to change or expand the use of its Premises beyond the Permitted Uses, then Tenant shall describe the proposed new use or additional use in a written notice to the Landlord. Within thirty (30) days after receipt of tenants notice, Landlord shall notify Tenant in writing of all exclusive use rights granted to other Tenant's in the Center.

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