

LEASE

1. BASIC TERMS. This Section 1 contains the Basic Terms of this Lease between Landlord and Tenant, named below. Other Sections of the Lease referred to in this Section 1 explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

- 1.1 Date of Lease: _____, 2017
- 1.2 Landlord: **VALIDUS GROUP PARTNERS, LTD.**, a Florida limited partnership
- 1.3 Tenant: **THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH**, a Georgia municipal corporation.
- 1.4 Premises and Property: Suite 53 containing approximately 3,396 square feet of floor area (“**Premises**”) at that certain shopping center commonly known as The Shoppes of Savannah (“**Shopping Center**”) located at 11 Gateway Boulevard, Savannah, Georgia 31419 (“**Property**”) (See *Exhibit “A”*)
- 1.5 Lease Term: Thirty-six (36) months (“**Term**”), commencing on the date that Landlord delivers possession of the Premises to Tenant after completion of the Landlord’s Work (as hereinafter defined), which is estimated to be November 1, 2017 (“**Commencement Date**”) and ending on October 31, 2020 (“**Expiration Date**”). The “**Rent Commencement Date**” shall be the same date as the Commencement Date.
- 1.6 Permitted Uses: The Premises shall be operated as an administrative facility (See Section 4)
- 1.7 Tenant’s Guarantor: None.
- 1.8 Brokers: None.
- 1.9 Security Deposit: None.
- 1.10 Base Rent Payable by Tenant is:

Term	Total	Monthly Total	PSF
Months 1-12	\$11,410.56	\$950.88	\$3.36
Months 13-24	\$11,410.56	\$950.88	\$3.36
Months 25-36	\$11,410.56	\$950.88	\$3.36

Renewal Options \$11,410.56 \$950.88 \$3.36

- 1.11 Initial Estimated Additional Rent Payable by Tenant: Included in Base Rent.

1.12 Exhibits to Lease: The following exhibits are attached to and made a part of this Lease:

- (A) Legal Description of Premises and Property
- (B) Rules and Regulations Rider
- (C) Landlord's Work

2. LEASE OF PREMISES; RENT AND TERM

2.1 Lease of Premises for Lease Term. Commencing as of the Commencement Date, Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease. Tenant shall have the non-exclusive right, in common with other tenants of the Property, to use the common areas, including the parking areas, which may be from time to time located on the Property, Landlord reserves the right to amend and modify such common areas.

2.2 Types of Rental Payments. Commencing on the Rent Commencement Date, Tenant shall pay rents of (a) net base rent payable in monthly installments as set forth in Section 1.10 hereof, in advance, on the first day of each and every calendar month during the Term of this Lease (the “**Base Rent**”); and (b) any other amounts owed by Tenant hereunder (collectively, “**Additional Rent**”); (c) in the event any monthly installment of Base Rent or Additional Rent, or both, is not paid within ten (10) days of the date when due, a late charge in an amount equal to five percent (5%) of the then delinquent installment of Base Rent and/or Additional Rent (the “**Late Charge**”; and (d) applicable sales tax (the “**Sales Tax**”), (the Late Charge, the Base Rent, the Additional Rent and the Sales Tax shall collectively be referred to as “**Rent**”), to Landlord, (or such other entity designated in writing as Landlord’s management agent, if any, and if Landlord so appoints such a management agent, the “**Agent**”), or pursuant to such other directions as Landlord shall designate in this Lease or otherwise in writing.

2.3 Covenants Concerning Rental Payments. Tenant shall pay the Rent promptly when due, without notice or demand, and without any abatement, deduction or setoff. No payment by Tenant, or receipt or acceptance by Agent or Landlord, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Agent or Landlord may accept such payment without prejudice to its right to recover the balance due or to pursue any other remedy available to Landlord. If the Commencement Date occurs on a day other than the first day of a calendar month, the Rent due for the first calendar month of the Term shall be prorated on a per diem basis, as well as the Rent due for the last calendar month of the Term.

2.4 Option to Renew. Tenant shall have the option to renew this Lease for five (5) renewal terms (each, a “**Renewal Term**”) of twelve (12) months each upon the same terms and conditions as herein set forth, except as to term. In the event that Tenant elects to exercise this option to renew the Lease, Tenant shall provide written notice to Landlord of Tenant’s election to renew this Lease one hundred eighty (180) days before the expiration of the initial or prior Term. The Base Rent shall remain the same as herein set forth for each Renewal Term, if exercised, as set forth in Section 1.10.

3. OPERATING EXPENSES. INTENTIONALLY DELETED.

4. USE OF PREMISES AND PROPERTY. Tenant shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises, in any manner that may (a) violate any Certificate of Occupancy for the Premises or the Property; (b) violate applicable zoning codes; (c) cause, or be liable to cause, injury to, or in any way impair the proper utilization of, all or any portion of the Property (including, but not limited to, the structural elements of the Property) or any equipment, facilities or systems therein; (d) constitute a violation of the laws and requirements of any public authority or the requirements of insurance bodies or the rules and regulations of the Property, including any covenant, condition or restriction affecting the Property; (e) exceed the load bearing capacity of the floor of the Premises; (f) impair or tend to impair the character, reputation or appearance of the Property; or (g) unreasonably annoy, inconvenience or disrupt the operations of adjacent property owners

or tenants thereof. Tenant shall comply with the rules and regulations set forth on Exhibit "B" attached hereto and incorporated herein, as modified by Landlord from time to time.

5. **SECURITY DEPOSIT.** INTENTIONALLY DELETED.

6. **CONDITION AND DELIVERY OF PREMISES.**

6.1 Condition of Premises. Tenant acknowledges and agrees that Tenant is familiar with the condition of the Premises and the Property, and Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis, subject to Landlord's obligation to make certain repairs and improvements to the Premises as described in Exhibit "C" attached hereto and incorporated herein (the "**Landlord's Work**"). Landlord shall commence the Landlord's Work immediately upon execution of this Lease by both parties and shall complete the Landlord's Work prior to delivery of the Premises to Tenant. Tenant acknowledges and agrees that neither Landlord nor any representative of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's Permitted Use, except as set forth in Exhibit "C". Tenant represents and warrants that Tenant has made its own inspection of the foregoing. Landlord shall not be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease, except as set forth in this Section 6.1 and in Section 14.2.

6.2 Delay in Commencement. Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property or the Premises to Tenant on the Commencement Date. The obligations of Tenant under the Lease shall not thereby be affected.

6.3 Tenant Improvements. At Tenant's cost, Tenant shall perform certain improvements at the Premises to accommodate Tenant's Permitted Use and shall be responsible for all application, permit, impact and other governmental fees and assessments associated with Tenant's Work ("**Tenant's Work**"). Prior to commencing the Tenant's Work, Tenant shall provide to Landlord detailed plans and specifications for Tenant's Work, which must be approved by Landlord.

7. **SUBORDINATION; NOTICES TO SUPERIOR LESSORS AND MORTGAGEES; ATTORNMENT.**

7.1 Subordination. It is understood and agreed that this Lease shall automatically be subordinate to the lien of all mortgages placed on the Property by Landlord. Tenant shall from time to time, within ten (10) days after written demand of Landlord, either (as demanded by Landlord) subordinate this Lease or make this Lease superior (in whole or in part) to any existing and/or future mortgage heretofore or hereafter placed on the Property or any portion thereof and to any renewal, modification, replacement or extension of such mortgage, and to any and all advances made or to be made thereunder. Although no instrument or act on the part of Tenant shall be necessary to effect such subordination, Tenant agrees to execute and deliver any instruments reasonably deemed by Landlord necessary to carry out the agreements contained in this Section. Any such mortgage to which this Lease shall be subordinated or be made superior may contain such other terms, provisions and conditions as the mortgagee deems usual or customary.

7.2 Estoppel Certificates. Tenant agrees, from time to time and within ten (10) days after request by Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested by Landlord. Failure by Tenant to timely execute and deliver such certificate shall constitute an acceptance of the Property and the Premises and acknowledgment by Tenant that the statements included therein are true and correct without exception. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any

prospective purchaser or mortgagee of the Property or of any interest therein or any other Landlord designee.

7.3 Transfer for Landlord. In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to Landlord's successor in interest with respect thereto and agrees to attorn to such successor.

8. QUIET ENJOYMENT. Subject to the provisions of this Lease, so long as Tenant pays all of the Rent and performs all of its other obligations hereunder, Tenant shall not be disturbed in its possession of the Premises by Landlord, Agent or any other person lawfully claiming through or under Landlord. This covenant shall be construed as a covenant running with the Property and is not a personal covenant of Landlord.

9. ASSIGNMENT, SUBLETTING AND MORTGAGING.

9.1 Landlord's Consent Required. Tenant agrees to not (a) assign any of its rights under this Lease or (b) make or permit any sublease, license, mortgage, pledge or other transfer of any part of the Property or the Premises (any of the foregoing in (a) or (b) hereinafter referred to as a "Transfer"), without first obtaining Landlord's written consent thereto. If consent to any one Transfer is given, such consent shall not extend to any subsequent Transfer. Landlord shall be entitled, at its sole discretion, to condition any such consent upon the entry by such person into an agreement with (and in form and substance satisfactory to) Landlord, by which it assumes all of Tenant's obligations hereunder. Any person to whom any Transfer is attempted without such consent shall have no claim, right or remedy whatsoever hereunder against Landlord, and Landlord shall have no duty to recognize any person claiming under or through such Transfer. Any purported assignment, mortgage, transfer, pledge or sublease made without the prior written consent of Landlord shall be absolutely null and void. Any consent by Landlord to a particular assignment or sublease shall not constitute consent or approval of any subsequent assignment or sublease, and Landlord's written approval shall be required in all such instances. Any consent by Landlord to any assignment or sublease shall not be deemed to release Tenant from its obligations hereunder and Tenant shall remain fully liable for performance of all obligations under this Lease. The sale, assignment or other transfer of a controlling interest in the ownership of Tenant (if a corporation or limited liability company), the sale, assignment or other transfer of any general partnership interest in Tenant (if a partnership), the sale of substantially all of Tenant's assets, and the merger of Tenant into another organization, after which merger Tenant shall not be the surviving corporation or partnership, shall each be considered a Transfer for the purposes of this Lease. Tenant shall pay to Landlord a transfer fee of One Thousand and 00/100 Dollars (\$1,000.00) simultaneously with any request of the Landlord to approve of a Transfer. Such transfer fee shall be paid to reimburse Landlord for all of its internal and external costs and expense incurred with respect to the Transfer.

9.2 No Release. No such Transfer or other action taken with or without Landlord's consent shall in any way relieve or release Tenant from full liability for the timely performance of all of Tenant's obligations under this Lease

9.3 Excess Rents. In the event that Tenant effects a Transfer and at any time receives periodic rent and/or other consideration which exceeds that which Tenant is obligated to pay to Landlord hereunder, Tenant shall pay to Landlord all of such excess rent or other consideration promptly (but in no event later than two (2) days) after receipt of such monies.

9.4 Copies of Assignments and Subleases. Upon written request by Landlord, Tenant shall promptly deliver to Landlord complete copies of any and all Transfers.

10. COMPLIANCE WITH LAWS.

10.1 Compliance with Laws. Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions pertaining thereto (collectively, "Laws") pertaining to the Property and the Premises or Tenant's use thereof, including, without limitation, any and all laws pertaining to Hazardous Materials (as hereinafter defined) or which otherwise deal with or relate to air or water quality, air emissions, soil or ground conditions or other environmental matters of any kind (collectively, "**Environmental Laws**") and the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213 (the "ADA"), whether or not any of the foregoing were in effect at the time of the execution of this Lease. ADA requirements may or may not apply to the Premises and Property depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties hereby agree that: (a) Landlord shall not be responsible for required ADA compliance in the Premises, except as provided below, and (b) Tenant shall be responsible for required ADA compliance in the Premises, including any Alterations, as that term is defined in Section 12 below, or other work to be performed in the Premises under or in connection with this Lease. Tenant shall be solely responsible for ADA requirements relating to Tenant's employees. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain in good standing such license or permit. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any law or requirement of any governmental or administrative authority with respect to the Premises or the use or occupation thereof. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that any such Law pertaining to the Premises has been violated, shall be conclusive of that fact as between Landlord and Tenant.

10.2 Hazardous Materials. If during the Term (or any extension thereof) any Hazardous Material (defined below) is generated, transported, stored, used, treated or disposed of at, to, from, on or in the Property or the Premises: (i) Tenant shall, at its own cost, at all times comply (and cause all others to comply) with all laws (federal, state or local) relating to Hazardous Materials, including, but not limited to, all Environmental Laws, and Tenant shall further, at its own cost, obtain and maintain in full force and effect at all times all permits and other approvals required in connection therewith; (ii) Tenant shall promptly provide Landlord or Agent with complete copies of all communications, permits or agreements with, from or issued by any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, or placement of Hazardous Materials on or in the Premises or any portion of the Property, or the generation, transportation, storage, use, treatment, or disposal at, on, in or from the Premises, of any Hazardous Materials; (iii) Landlord, Agent and their respective agents and employees shall have the right to enter the Premises and/or conduct appropriate tests for the purposes of ascertaining Tenant compliance with all applicable laws (including Environmental Laws), rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from the Premises, the Property or any portion thereof; and (iv) upon reasonable written request by Landlord or Agent, Tenant shall provide Landlord with the results of appropriate tests of air, water or soil to demonstrate that Tenant complies with all applicable laws, rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from the Property or any portion thereof. This Section 10.2 does not authorize the generation, transportation, storage, use, treatment or disposal of any Hazardous Materials at, to, from, on or in the Premises in contravention of this Section 10.2. Tenant covenants to investigate, clean up and otherwise remediate any release of Hazardous Materials caused, contributed to or created by (i) Tenant or any of Tenant's officers, directors, invitees, agents, employees, contractors or representatives ("**Tenant Parties**") at its sole expense or (ii) any third party other than Landlord, or its agents, employees,

representatives and contractors, during the Term. Such investigation and remediation shall be performed only after Tenant has obtained Landlord's prior written consent; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining such consent. All remediation shall be performed in strict compliance with Environmental Laws and to the satisfaction of Landlord. Tenant shall be liable for any and all conditions covered hereby, and for all costs relating thereto, which were caused or created by Tenant or any of Tenant's Parties. Tenant shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected to the Premises without first obtaining Landlord's written consent and affording Landlord the reasonable opportunity to participate in any such proceedings. Tenant shall comply with all laws, ordinances and regulations in the State of Georgia regarding the disclosure of the presence or danger of Tenant's Hazardous Materials. Tenant shall not perform or cause to be performed any Hazardous Materials surveys, studies, reports or inspections relating to the Premises or to the Property without obtaining Landlord's advance written consent, which consent may be withheld in Landlord's sole and absolute discretion. As used herein, the term "Hazardous Materials" shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and whether or not air-borne) which is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant which is or may be deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which presents a risk to public health or to the environment, and which is or becomes regulated by any Environmental Law.

11. INSURANCE.

11.1 Insurance to be Maintained by Landlord. Landlord shall maintain (a) "all-risk" property insurance covering the Property (or amounts required by and with deductibles allowed by any mortgage encumbering the Property), but excluding Tenant's Property (hereinafter defined), and (b) commercial general public liability insurance covering Landlord for claims arising out of liability for bodily injury, death, personal injury, advertising injury and property damage occurring in and about the Property and otherwise resulting from any acts and operations of Landlord, its agents and employees, and (c) rent loss insurance (collectively, "**Landlord's Policies**"), all of the above with limits that are required by any lender(s) of Landlord, or as are otherwise reasonably determined by Landlord.

11.2 Liability Insurance. Tenant is self-insured and will provide evidence of self-insurance. In the event Tenant is no longer self-insured, then Tenant agrees to purchase at its own expense and keep in force during this Lease a policy or policies of: (i) commercial general liability insurance, including personal injury and property damage, in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual general aggregate per location, and comprehensive automobile liability insurance covering Tenant against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the Premises and Property; (ii) "all-risk" property insurance covering Tenant's property (and otherwise resulting from any acts or operations of Tenant); and (iii) worker's compensation insurance as required by law. Said policies (except the worker's compensation insurance) shall (a) name Landlord, Agent, and any party holding an interest to which this Lease may be subordinated as additional insureds, (b) be issued by an insurance company with a Best rating of A-X or better and otherwise reasonably acceptable to Landlord and licensed to do business in the state in which the Property is located, (c) provide that said insurance shall not be canceled or materially modified unless thirty (30) days' prior written notice shall have been given to Landlord, (d) provide coverage on an occurrence basis; (e) contain a severability of insured parties provision and a cross liability endorsement; (f) be primary, not contributing with, and not in excess of coverage which Landlord may carry; and (g) otherwise be in such form and include such coverages as Landlord may reasonably require. Said policy or policies or, at Landlord's option, Certificate of Insurance on the so-called "ACORD" Form 27 evidencing said policies, shall be delivered to Landlord by Tenant upon commencement of the Lease and renewals thereof shall be delivered at least thirty (30) days prior to the expiration of said insurance.

11.3 Waiver of Subrogation. To the extent permitted by law and without waiver of sovereign immunity, and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other for (a) damages for injury to or death of persons, (b) damages to property, (c) damages to the Property or any part thereof or (d) claims arising by reason of the foregoing, to the extent such damages and claims are insured against or required to be insured against by Landlord or Tenant under this Lease. This provision is intended to waive, fully and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this section.

12. ALTERATIONS.

12.1 Procedural Requirements. Tenant may, from time to time, at its expense, make non-structural alterations or improvements to the interior of the Premises (hereinafter collectively referred to as “Alterations”), provided that Tenant first obtains the written consent of Landlord in each instance for alterations costing more than \$5,000.00. Landlord’s consent to Alterations shall not be unreasonably withheld, provided that: (a) the Alterations are non-structural and the structural integrity of the Property and the Premises shall not be affected; (b) the Alterations are to the interior of the Premises; (c) the proper functioning of the mechanical, electrical, heating, ventilating, air-conditioning (“HVAC”), sanitary and other service systems of the Property shall not be affected; (d) Tenant shall have appropriate insurance coverage, reasonably satisfactory to Landlord, regarding the performance and installation of the Alterations; (e) the Alterations shall conform with all other requirements of this Lease; (f) Tenant shall agree that such Alterations shall, at the option of the Landlord, become the property of the Landlord upon the Expiration Date and shall be surrendered with the Property and the Premises as a part thereof, or shall be removed at Tenant's expense; and (g) Tenant shall have provided Landlord with reasonably detailed plans (the “Plans”) for such Alterations in advance of requesting Landlord’s consent. Additionally, before proceeding with any Alterations, Tenant shall (i) at Tenant’s expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations; (ii) submit to Agent, for Landlord’s written approval, working drawings, Plans and specifications and all permits for the work to be done and Tenant shall not proceed with such Alterations until it has received said approval; and (iii) cause those contractors, materialmen and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (on the so-called “ACORD” Form 27) evidencing policies of commercial general liability insurance (providing the same coverages as required in Section 11.2(i)) and workers compensation insurance. After obtaining Landlord’s approval to the Alterations, Tenant shall give Landlord at least five (5) days’ prior written notice of the commencement of any Alterations at the Premises, and Landlord may elect to record and post notices of non-responsibility at the Premises.

12.2 Performance of Alterations. Tenant shall cause the Alterations to be performed in compliance with all applicable permits, laws and requirements of public authorities, and with Landlord’s reasonable rules and regulations or any other restrictions that Landlord or Agent may impose on the Alterations. Tenant shall cause the Alterations to be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the standards for the Property established by Landlord or Agent. Alterations shall be performed by properly licensed contractors first approved by Landlord, and Tenant's agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony, and not interfere with, Landlord and its agents and contractors (if any) or with any other tenants or occupants of the Property. Tenant shall obtain all necessary permits and certificates for final governmental approval of the Alterations and shall provide Landlord with “as built” plans, copies of all construction contracts, governmental permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers.

12.3 Lien Prohibition. Tenant shall pay when due all claims for labor and material furnished to the Premises in connection with the Alterations. Tenant shall not permit any construction liens to attach to the Premises, the Property, or Tenant's leasehold estate. Tenant, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within thirty (30) days after the filing thereof; or, if acceptable to Landlord, in its reasonable determination, Tenant may procure (for Landlord's benefit) a bond or other protection against any such lien or encumbrance. In the event Tenant has not so performed, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to reimburse Landlord, on demand and as Additional Rent under this Lease, for all costs and expenses incurred in connection therewith, together with interest thereon at the rate set forth in Section 23.2, which expenses shall include reasonable fees of attorneys of Landlord's choosing, and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises or the Property. To the extent permissible by state law and without waiver of sovereign immunity, Tenant agrees to and shall indemnify and save Landlord free and harmless against liability, loss, damage, costs or expenses, including attorney's fees and costs of discovery and suit, on account of claims of liens of laborers or materialmen or others for Alterations performed for, or materials or supplies furnished to, Tenant or persons claiming under Tenant. At Landlord's sole discretion, Tenant shall comply with the requirements of Georgia law to prevent any liens for work performed by Tenant from attaching to Landlord's interest in the Property.

THE INTEREST OF THE LANDLORD IN THE PREMISES AND THE PROPERTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE SUBJECT TO LIENS FOR ALTERATIONS MADE BY TENANT OR ANY OTHER ACT OF TENANT.

13. LANDLORD'S AND TENANT'S PROPERTY.

13.1 Landlord's Property. All fixtures, machinery, equipment, improvements and appurtenances attached to, or built into, the Premises at the commencement of, or during the Term, whether or not placed there by or at the expense of Tenant, shall become and remain a part of the Premises; shall be deemed the property of Landlord (the "**Landlord's Property**"), without compensation or credit to Tenant; and shall not be removed by Tenant at the Expiration Date unless Landlord requests their removal. Further, any personal property in the Premises on the Commencement Date, movable or otherwise, unless installed and paid for by Tenant, shall be and shall remain the property of Landlord and shall not be removed by Tenant. In no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels, lighting or lighting fixtures, wall or window coverings, carpets or other floor coverings, heaters, air conditioners or any other HVAC equipment, fencing or security gates, or other similar building operating equipment and decorations.

13.2 Tenant's Property. All movable non-structural partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment that are installed in the Premises by, or for the account of, Tenant without expense to Landlord and that can be removed without structural damage to the Property, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively, the "**Tenant's Property**") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term, provided Tenant repairs or pays the cost of repairing any damage to the Premises or to the Property resulting from the installation and/or removal thereof. At or before the Expiration Date, or the date of any earlier termination, Tenant, at its expense, shall remove from the Premises all of Tenant's Property and any Alterations (except such items thereof as Landlord shall have expressly permitted, in writing, to remain, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Property resulting from any installation and/or removal of Tenant's Property. Any other items of Tenant's Property that shall remain in the Premises after the Expiration Date, or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord as its property or be disposed of by Landlord, in Landlord's sole

and absolute discretion and without accountability, at Tenant's expense. Notwithstanding the foregoing, if Tenant is in default under the terms of this Lease, it may remove Tenant's Property from the Premises only upon the express written direction of Landlord.

14. REPAIRS AND MAINTENANCE.

14.1 Tenant Repairs and Maintenance. Tenant shall, at its expense, throughout the Term, (i) maintain, preserve, repair and replace, in first-class condition (subject to normal and customary wear and tear), the Premises and the fixtures and appurtenances therein (including, but not limited to, the Premises' plumbing and HVAC systems, all doors, overhead or otherwise, glass and levelers located in the Premises or otherwise available in the Property for Tenant's sole use; and excluding, however, those components of the Premises for which Landlord is expressly responsible under Section 14.2; and (ii) maintain, in full force and effect, a preventative maintenance and service schedule with its HVAC staff for maintenance of the HVAC systems of the Premises on a quarterly or more recent basis, evidence of which shall be furnished to Landlord within ten (10) days of the Commencement Date and thereafter with quarterly inspection and service reports. Tenant shall also be responsible for all cost and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises and the Property and the facilities and systems thereof, if and to the extent that the need for such repairs or replacements arises directly or indirectly from (a) the performance or existence of any Alterations, (b) the installation, use or operation of Tenant's Property in the Premises, (c) the moving of Tenant's Property in or out of the Property, or (d) any act, omission, misuse, or neglect of Tenant, any of its subtenants, or others entering into the Premises by act or omission of Tenant or any subtenant. Without limiting the generality of the foregoing, Tenant, at its expense, shall promptly replace or repair all scratched, damaged, or broken doors and glass and floor coverings in and about the Premises, and replace and properly dispose of all light bulbs in the Premises and repair and maintain all sanitary and electrical fixtures therein. Any repairs or replacements required to be made by Tenant to any or all of the structural components of the Property and the mechanical, electrical, sanitary, HVAC, or other systems of the Property or Premises shall be performed by appropriately licensed contractors approved by Landlord, which approval shall not be unreasonably withheld. All such repairs or replacements shall be subject to the supervision and control of Landlord, and all repairs and replacements shall be made with materials of equal or better quality than the items being repaired or replaced.

14.2 Landlord Repairs. Notwithstanding anything contrary herein, Landlord shall repair, replace and restore the roof structure and roof covering, the exterior of the Building and the parking lot; provided, however, in the event that any such repair, replacement or restoration is necessitated by any or all of the matters set forth in Sections 14.1 (a), (b), (c) or (d) (collectively, "**Tenant Necessitated Repairs**"), then Tenant shall be required to reimburse Landlord for all costs and expenses that Landlord incurs in order to perform such Tenant Necessitated Repairs, and such reimbursement shall be paid, in full, within ten (10) days after Landlord's delivery of demand therefor. Landlord agrees to commence the repairs, replacements or restoration described in this section within a reasonable period of time after receiving from Tenant written notice of the need for such repairs.

15. UTILITIES. Tenant shall purchase all utility services from the utility or municipality providing such service, shall provide for cleaning and extermination services; and shall pay for such services when payments are due. Tenant shall be solely responsible for the repair and maintenance of any meters necessary in connection with such services. Tenant shall also be solely responsible for the payment of any impact fees or zoning fees of any kind imposed as a result of Tenant's use of the Premises, and Tenant shall promptly pay when due any and all such fees. Tenant's use of electrical energy in the Premises shall not, at any time, exceed the capacity of either or both of (i) any of the electrical conductors and equipment in or otherwise servicing the Premises; and (ii) the HVAC systems of either or both of the Premises and the

Property. Tenant shall be responsible for the cost of collection and removal of trash from the Premises whether, at Landlord's option, Tenant purchases such services directly or Landlord arranges for same.

16. INVOLUNTARY CESSATION OF SERVICES. Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of the HVAC, electric, sanitary, elevator (if any), or other systems serving the Premises, or to stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary by reason of (i) accidents, emergencies, strikes, or the making of repairs or changes which Landlord or Agent in good faith deems necessary or (ii) any other cause beyond Landlord's reasonable control. Landlord shall use Landlord's best efforts to provide notice to Tenant of such interruption. Further, it is also understood and agreed that Landlord or Agent shall have no liability or responsibility for a cessation of services to the Premises or to the Property that occurs as a result of causes beyond Landlord's or Agent's reasonable control. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord or Agent liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent. Provided, however, that notwithstanding the foregoing, Landlord shall provide a rent abatement, commencing after the end of the fifth (5th) day of continuous interrupted electrical service.

17. LANDLORD'S RIGHTS. Landlord, Agent and their respective agents, employees and representatives shall have the right to enter and/or pass through the Premises at any time or times upon reasonable prior notice (except in the event of emergency): (a) to examine and inspect the Premises and to show them to actual and prospective lenders, prospective purchasers or mortgagees of the Property or providers of capital to Landlord and its affiliates; and (b) to make such repairs, alterations, additions and improvements in or to the Premises and/or in or to the Property or its facilities and equipment as Landlord is required or desires to make. Landlord and Agent shall be allowed to take all materials into and upon the Premises that may be required in connection with any repairs, alterations, additions or improvements, without any liability to Tenant and without any reduction or modification of Tenant's covenants and obligations hereunder; provided, however, that Landlord shall use reasonable efforts to avoid interference with Tenant's business operations and Tenant's occupancy and use of the Premises. During the period of six (6) months prior to the Expiration Date (or at any time, if Tenant has vacated or abandoned the Premises or is otherwise in default under this Lease), Landlord and its agents may exhibit the Premises to prospective tenants. Additionally, Landlord and Agent shall have the following rights exercisable, without notice to Tenant, without liability to Tenant, and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of Rent: (i) to designate and approve, prior to installation, all types of signs; (ii) to have pass keys, access cards, or both, to the Premises; and (iii) to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises for more than thirty (30) consecutive days or with no intention of reoccupying the Premises. Landlord shall have no obligation to provide any security service or alarms to the Property or the Premises; any such security service or alarms deemed necessary by the Tenant shall be purchased directly by Tenant.

18. NON-LIABILITY AND INDEMNIFICATION.

18.1 Non-Liability. Except as provided in Section 18.2.2, none of Landlord, Agent, any other managing agent, or their respective affiliates, owners, partners, directors, officers, agents and employees shall be liable to Tenant for any loss, injury, or damage, to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss. Further, except as provided in Section 18.2.2, none of Landlord, Agent, any other managing agent, or their respective partners, directors, officers, agents and employees shall be liable (a) for any damage caused by other tenants or persons in, upon or about the Property, or caused by operations in construction of any public or quasi-public work; (b) with respect to matters for which Landlord is liable, for consequential or indirect damages purportedly arising

out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant; (c) any latent defect in the Premises or the Property; (d) injury or damage to person or property caused by fire, or theft, or resulting from the operation of heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Property, or from the pipes, appliances or plumbing work of the same.

18.2 Indemnification.

18.2.1 Tenant Indemnification. To the extent permissible by law and without waiver of sovereign immunity, Tenant hereby indemnifies, defends, and holds Landlord, Agent and their respective affiliates, owners, partners, directors, officers, agents and employees (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all Losses (defined below) arising from or in connection with (a) the conduct or management of either or both the Property and the Premises or any business therein, or any work or Alterations done, or any condition created (other than by Landlord) in or about the Premises during the Term or during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Premises; (b) any act, omission or negligence of Tenant or Tenant's Parties; (c) any accident, injury or damage whatsoever (unless caused by Landlord's gross negligence) occurring in, at or upon either or both of the Property and the Premises; (d) any breach by Tenant of any of its warranties and representations under this Lease; (e) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (f) any violation or alleged violation by Tenant of any Law including, without limitation, any Environmental Law; (g) any breach of the provisions of Section 10.2 by Tenant or any of Tenant's Parties; (h) any use by Tenant or any of Tenant's Parties on, about or from the Premises or the Property of any Hazardous Materials; (i) claims for work or labor performed or materials supplies furnished to or at the request of Tenant; and (j) claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease (collectively, "**Tenant's Indemnified Matters**"). In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from any or all of Landlord, Agent or any Superior Party (defined below), shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord. The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, damages (whether direct or indirect, known or unknown, foreseen or unforeseen), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, property damage, diminution in value of Landlord's interest in the Premises or the Property, damages for the loss or restriction on use of any space or amenity within the Premises or the Property, damages arising from any adverse impact on marketing space in the Property, sums paid in settlement of claims and any costs and expenses associated with injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this Section 18.2.1 shall survive the expiration or termination of this Lease.

18.2.2 Landlord Indemnification. Landlord hereby indemnifies, defends and holds Tenant harmless from and against any and all claims, losses, costs, damages (actual, but not consequential or speculative), judgments, causes of action, administrative proceedings and third party expenses (including, but not limited to, court costs and attorneys' reasonable fees) actually suffered or incurred by Tenant as the sole and direct result of any willful or intentional acts or omissions of any or all of Landlord, Agent and any parties within the direct and sole control of either of Landlord or Agent. In the event that any action or proceeding is brought against Tenant, and the foregoing indemnity is applicable to such action or proceeding, then Landlord, upon notice from Tenant, shall resist and defend such action or proceeding. Notwithstanding anything to the contrary set forth in this Lease, however, in all events and under all circumstances, the liability of Landlord to Tenant shall be limited to the interest of Landlord in the Property,

and Tenant agrees to look solely to Landlord's interest in the Property for the recovery of any judgment or award against Landlord, it being intended that Landlord shall not be personally liable for any judgment or deficiency. The provisions of this Section 18.2.2 shall survive the expiration or termination of this Lease.

18.2.3 Force Majeure. The obligations of Tenant hereunder shall not be affected, impaired or excused, and Landlord shall have no liability whatsoever to Tenant, with respect to any act, event or circumstance arising out of (a) Landlord's failure to fulfill, or delay in fulfilling any of its obligations under this Lease by reason of labor dispute, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control; or (b) any failure or defect in the supply, quantity or character of utilities furnished to the Premises, or by reason of any requirement, act or omission of any public utility or others serving the Property, beyond Landlord's reasonable control.

19. DAMAGE OR DESTRUCTION.

19.1 Notification and Repair. Tenant shall give prompt notice to Landlord and Agent of (a) any fire or other casualty to the Premises or the Property, and (b) any damage to or defect in any part or appurtenance of the Property's sanitary, electrical, HVAC, elevator or other systems located in or passing through the Premises or any part thereof. Subject to the provisions of Section 19.2 below, and subject to the requirements of Landlord's mortgage holder, if any, if the Property or the Premises is damaged by fire or other insured casualty, Landlord shall repair (or cause Agent to repair) the damage and restore and rebuild the Property and/or the Premises (except for Tenant's Property) with reasonable dispatch after (x) notice to it of the damage or destruction and (y) the adjustment of the insurance proceeds attributable to such damage. Subject to the provisions of Section 19.2 and 19.3 below, Tenant shall not be entitled to terminate this Lease and no damages, compensation or claim shall be payable by Landlord for purported inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Property pursuant to this Section. Landlord (or Agent, as the case may be) shall use its diligent, good faith efforts to make such repair or restoration promptly and in such manner as not to unreasonably interfere with Tenant's use and occupancy of the Premises, but Landlord or Agent shall not be required to do such repair or restoration work except during normal business hours of business days.

19.2 Rental Abatement. If (a) the Property is damaged by fire or other casualty thereby causing the Premises to be inaccessible or uninhabitable or (b) the Premises are partially damaged by fire or other casualty, the Rent shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant.

19.3 Total Destruction. If the Property or the Premises shall be totally destroyed by fire or other casualty, or if the Property shall be so damaged by fire or other casualty that (in the opinion of a reputable contractor or architect designated by Landlord) (i) its repair or restoration requires more than one hundred eighty (180) days or (ii) such repair or restoration requires the expenditure of more than twenty percent (20%) of the full insurable value of the Property immediately prior to the casualty if such casualty occurs during the last Lease Year or (iii) the damage (x) is less than the amount stated in (ii) above, but more than ten percent (10%) of the full insurable value of the Property; and (y) occurs during the last two years of Lease Term, Landlord and Tenant shall each have the option to terminate this Lease (by so advising the other, in writing) within ten (10) days after said contractor or architect delivers written notice of its opinion to Landlord and Tenant, but in all events prior to the commencement of any restoration of the Premises or the Property by Landlord. In such event, the termination shall be effective as of the date upon which either Landlord or Tenant, as the case may be, receives timely written notice from the other terminating this Lease pursuant to the preceding sentence. If neither Landlord nor Tenant timely delivers a termination notice, this Lease shall remain in full force and effect. If (A) any holder of a mortgage or deed of trust encumbering the Property or landlord pursuant to a ground lease encumbering the Property

(collectively, “**Superior Parties**”) or other party entitled to the insurance proceeds fails to make such proceeds available to Landlord in an amount sufficient for restoration of the Premises or the Property, or (B) the issuer of any casualty insurance policies on the Property fails to make available to Landlord sufficient proceeds for restoration of the Premises or the Property, then Landlord may, at Landlord’s sole option, terminate this Lease by giving Tenant written notice to such effect within thirty (30) days after Landlord receives notice from the Superior Party or insurance company, as the case may be, that such proceeds shall not be made available, in which event the termination of this Lease shall be effective as of the date Tenant receives written notice from Landlord of Landlord’s election to terminate this Lease.

20. EMINENT DOMAIN. If the whole, or any substantial portion, of the Property is taken or condemned for any public use under any Law or by right of eminent domain, or by private purchase in lieu thereof, and such taking would prevent or materially interfere with the Permitted Use of the Premises, this Lease shall terminate effective when the physical taking of said Premises occurs. If less than a substantial portion of the Property is so taken or condemned, or if the taking or condemnation is temporary (regardless of the portion of the Property affected), this Lease shall not terminate, but the Rent payable hereunder shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant. Landlord shall be entitled to any and all payment, income, rent or award, or any interest therein whatsoever, which may be paid or made in connection with such a taking or conveyance, and Tenant shall have no claim against Landlord for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, any compensation specifically awarded to Tenant for loss of business or goodwill, or for its personal property, shall be the property of Tenant.

21. SURRENDER AND HOLDOVER. On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, (a) Tenant shall quit and surrender the Premises to Landlord “broom-clean” and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and (b) Tenant shall remove all of Tenant’s Property therefrom, except as otherwise expressly provided in this Lease. The obligations imposed under the preceding sentence shall survive the termination or expiration of this Lease. If any repairs are required to be performed in, to or at the Premises (pursuant to the preceding sentence or any other applicable provision of this Lease) upon the expiration or termination of the Term, Tenant shall cause such repairs to be performed, to Landlord’s reasonable satisfaction, within ten (10) business days after the date on which this Lease is terminated or expired. If Tenant fails to timely comply with the preceding sentence, then Landlord shall have the right to cause the repairs to be performed, at Tenant’s expense, and all such expenses so incurred by Landlord shall bear interest (at the rate specified in the second sentence of Section 23.2) from the date the expense is incurred until the date paid, in full, by Tenant (inclusive of interest). If Tenant remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of Tenant’s right to possession: (a) Tenant shall be deemed a tenant-at-will; (b) Tenant shall pay two hundred percent (200%) of the aggregate of the Base Rent and Additional Rent last prevailing hereunder, and also shall pay all actual damages sustained by Landlord, directly by reason of Tenant’s remaining in possession after the expiration or termination of this Lease; (c) there shall be no renewal or extension of this Lease by operation of law; and (d) the tenancy-at-will may be terminated upon fifteen (15) days’ written notice from Landlord. The provisions of this section shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

22. EVENTS OF DEFAULT.

22.1 Bankruptcy. It shall be a default by Tenant under this Lease if Tenant or Tenant’s Guarantor makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant or Tenant’s Guarantor under any state or federal bankruptcy or insolvency law, or whenever a petition is filed by or against Tenant or Tenant’s Guarantor under the reorganization provisions

of the United States Bankruptcy Code or under the provisions of any law or like import, or whenever a petition shall be filed by Tenant or Tenant's Guarantor under the arrangement provisions of the United States Bankruptcy Code or similar law, or whenever a receiver of Tenant or Tenant's Guarantor, or of, or for, the property of Tenant or Tenant's Guarantor shall be appointed, or Tenant or Tenant's Guarantor admits it is insolvent or is not able to pay its debts as they mature.

22.2 Default Provisions. Each of the following shall constitute a default by Tenant under this Lease: (a) if Tenant fails, whether by action or inaction, to timely comply with, or satisfy, any or all of the obligations imposed on Tenant under this Lease (other than the obligation to pay Rent) for a period of fifteen (15) days after Landlord's delivery to Tenant of written notice of such default under this section; (b) if Tenant fails to pay Rent or any other payment within ten (10) days after when due; or (c) if Tenant abandons or vacates the Premises without paying Rent when due.

23. RIGHTS AND REMEDIES.

23.1 Landlord's Cure Rights Upon Default of Tenant. If Tenant defaults in the performance of any of its obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account, and at the expense of, Tenant upon compliance with any notice requirements and cure periods set forth in Section 22.2.

23.2 Landlord's Remedies. In the event of any default by Tenant under this Lease, Landlord, at its option, and after the proper notice and cure period, but without additional notice or demand from Landlord, if any, as provided in Section 22.2 has expired, may, in addition to all other rights and remedies provided in this Lease, or otherwise at law or in equity: (a) terminate this Lease and Tenant's right of possession of the Premises; or (b) terminate Tenant's right of possession of the Premises without terminating this Lease; provided, however, that Landlord shall use its reasonable efforts, whether Landlord elects to proceed under Subsections (a) or (b) above, to relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. In the event of the termination of this Lease by Landlord pursuant to (a) above, Landlord shall be entitled to recover from Tenant (i) all damages and other sums that Landlord is entitled to recover under any provision of this Lease or at law or in equity, including, but not limited to, all fixed dollar amounts of Base Rent and Additional Rent accrued and unpaid for the period up to and including such termination date; (ii) all other additional sums payable by Tenant, or for which Tenant is liable, or in respect of which Tenant has agreed to indemnify Landlord, under any of the provisions of this Lease, that may be then owing and unpaid; (iii) all costs and expenses (including, without limitation, court costs and attorneys' reasonable fees) incurred by Landlord in the enforcement of its rights and remedies under this Lease; and (iv) any damages provable by Landlord as a matter of law including, without limitation, an amount equal to the positive difference, if any, between (x) the discounted present value (at six percent (6%) per annum) of the Base Rent provided to be paid for the remainder of the Term (measured from the effective termination date of this Lease) and (y) the fair market rental value of the Leased Premises (determined at the date of termination of this Lease) after deduction (from such fair market rental value) of all of Landlord's anticipated expenses of reletting. If Landlord elects to pursue its rights and remedies under Subsection (b), then Landlord shall at any time have the further right and remedy to rescind such election and pursue its rights and remedies under Subsection (a). For purposes of any reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole, but reasonable, discretion. If the Premises are relet and a sufficient sum is not realized therefrom, to satisfy the payment, when due, of Base Rent and Additional Rent reserved under the Lease for any monthly period (after payment of all Landlord's reasonable expenses of reletting), then Tenant shall, in Landlord's sole judgment, either (i) pay any such deficiency monthly or (ii) pay such deficiency on an accelerated basis, which accelerated deficiency shall be discounted at a rate of six percent (6%) per annum. If Landlord fails to relet the Premises, then Tenant shall pay to Landlord the sum of (x) the projected costs of Landlord's reasonable expenses of reletting

(including the anticipated costs of repairs, alterations, improvements, additions, legal fees and brokerage commissions) as reasonably estimated by Landlord and (y) the accelerated amount of Base Rent and Additional Rent due under the Lease for the balance of the Term, discounted at a rate of six percent (6%) per annum. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. In the event Landlord elects, pursuant to clause (b) of this section, to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's Property, Tenant's signs and other evidences of tenancy, and take and hold possession thereof, and restore the Premises to the condition required hereunder, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Base Rent and Additional Rent reserved hereunder for the full Term, or from any other obligation of Tenant under this Lease. Any and all property that may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and in no event or circumstance shall Landlord be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as in a bill of sale, without further payment or credit by Landlord to Tenant.

23.3 Additional Rights of Landlord. Any and all costs, expenses and disbursements, of any kind or nature, incurred by Landlord or Agent in connection with the enforcement of any and all of the terms and provisions of this Lease, including reasonable attorneys' fees (through all appellate proceedings), shall be due and payable (as Additional Rent) upon Landlord's submission of an invoice therefor. All sums advanced by Landlord or Agent on account of Tenant under this Section, or pursuant to any other provision of this Lease, and all Base Rent and Additional Rent, if delinquent or not paid by Tenant and received by Landlord when due hereunder, shall bear interest at the maximum rate allowed by law, from the due date thereof until paid, and such interest shall be and constitute Additional Rent and be due and payable upon Landlord's or Agent's submission of an invoice therefor. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by law. In addition to any provisions which may be additionally provided for by law, Tenant hereby grants to Landlord a security interest, pledged for the payment of any and all sums due under this Lease, into any and all personal property, goods, furnishings or equipment which may be owned by Tenant and housed within the Premises subject to this Lease and shall provide such UCC statements as Landlord may require. In the event of default, Tenant hereby consents that Landlord may immediately take possession of the Premises including personal property therein contained and may dispose or otherwise liquidate the same for the payment of Base Rent or Additional Rent with any surplus to inure to the benefit of the Tenant. Tenant further consents to the entry of ex parte injunctive relief to prohibit the removal of any personalty from the leased Premises at any time wherein Tenant may be in default. Tenant further waives the provisions of the posting of any bond by Landlord as may be required by Georgia statutes or otherwise by law. The effective date of both the statutory Landlord's Lien and this aforementioned security interest shall be the inception of Tenant's tenancy of the Premises, it being expressly agreed that any renewal, extension or modification of this Lease shall not result in a novation nor in a new lease, such that this effective date shall remain unchanged throughout Tenant's tenancy.

23.4 Event of Bankruptcy. In addition to, and in no way limiting the other remedies set forth herein, Landlord and Tenant agree that if Tenant ever becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar type proceeding under the federal bankruptcy

laws, as now enacted or hereinafter amended, then: (a) “adequate assurance of future performance” by Tenant and/or any assignee of Tenant, pursuant to Bankruptcy Code Section 365 will include (but not be limited to) payment of an security deposit in the amount of three times the then current Base Rent payable hereunder; (b) any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations of Tenant arising under this Lease on and after the effective date of such assignment and any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption of liability; (c) notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant, to or on behalf of Landlord under this Lease, whether or not expressly denominated as “Rent”, shall constitute “rent” for the purposes of Section 502(b)(6) of the Bankruptcy Code; and (d) if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered to Landlord or Agent (including Base Rent, Additional Rent and other amounts hereunder), shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the bankruptcy estate of Tenant. Any and all monies or other considerations constituting Landlord’s property under the preceding sentence not paid or delivered to Landlord or Agent shall be held in trust by Tenant or Tenant’s bankruptcy estate for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.

24. MISCELLANEOUS.

24.1 Merger. All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

24.2 Notices. Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service, addressed to the other party at the addresses set forth below (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service:

If to Landlord:	Validus Group Partners, Ltd. 3504 Cragmont Drive, Suite 100 Tampa, Florida 33619 Attn: Mario Garcia, Jr.
With a copy to:	Barnett, Bolt, Kirkwood, Long & Koche 601 Bayshore Blvd., Suite 700 Tampa, FL 33606 Attn: David Koche, Esquire
If to Tenant:	Office of the City Attorney P.O. Box 1027 Savannah, GA 31402

With a copy to: Office of the Director of Real Estate Services
P.O. Box 1027
Savannah, GA 31402

With a copy to: Office of the City Manager
P.O. Box 1027
Savannah, GA 31402

24.3 Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord or Agent of Base Rent or Additional Rent with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

24.4 Legal Costs. In connection with any litigation or court proceeding between Landlord and Tenant arising out of this Lease, the prevailing party shall be entitled to recover all reasonable costs incurred, including without limitation reasonable attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal and in any bankruptcy proceeding. Landlord shall also be entitled to recover reasonable attorneys' fees and disbursements incurred in connection with a Tenant default hereunder which does not result in the commencement of any action or proceeding. The foregoing provision shall survive the expiration or earlier termination of this Lease. Tenant shall pay Landlord's attorneys' reasonable fees incurred in connection with Tenant's request for Landlord's consent under provisions of this Lease governing assignment and subletting, or in connection with any other act which Tenant proposes to do and which requires Landlord's consent, which fees shall not exceed the sum of One Thousand Dollars (\$1,000.00) per request.

24.5 Brokers. The parties recognize as the broker(s) who procured this Lease the firm(s) specified in Section 1.8, if any, and agree that Landlord shall be solely responsible for the payment of any brokerage commissions to said broker(s) pursuant to the terms of a separate agreement between Landlord and the broker(s). If Tenant has dealt with any other person or real estate broker in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or firm and Tenant shall protect, indemnify, hold harmless and defend Landlord from any liability in respect thereto.

24.6 Parties Bound. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto. Tenant hereby releases Landlord named herein from any obligations of Landlord for any period subsequent to the conveyance and transfer of Landlord's ownership interest in the Property. In the event of such conveyance and transfer, Landlord's obligations shall thereafter be binding upon each transferee (whether Successor Landlord or otherwise). No obligation of Landlord shall arise under this Lease until the instrument is signed by, and delivered to, both Landlord and Tenant.

24.7 Recordation of Lease. Tenant shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.

24.8 Survival of Obligations. Upon the expiration or other termination of this Lease, neither party shall have any further obligation nor liability to the other except as otherwise expressly provided in

this Lease and except for such obligations as, by their nature or under the circumstances, can only be, or by the provisions of this Lease, may be performed after such expiration or other termination.

24.9 Financial Statements. This section deleted.

24.10 Governing Law; Construction. This Lease shall be governed by and construed in accordance with the laws of the state in which the Property is located. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. This Lease may be executed in counterpart and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

24.11 Time. Time is of the essence of this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the state in which the Property is located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in said state. Unless otherwise provided herein, all time periods herein shall be measured in calendar days.

24.12 Authority of Tenant. If Tenant is a corporation, partnership, association or any other entity, it shall deliver to Landlord, concurrently with the delivery to Landlord of an executed Lease, certified resolutions of Tenant's directors or other governing person or body (i) authorizing execution and delivery of this Lease and the performance by Tenant of its obligations hereunder and (ii) certifying the authority of the party executing the Lease as having been duly authorized to do so.

24.13 WAIVER OF TRIAL BY JURY. THE LANDLORD AND THE TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

24.14 Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. This Lease is not effective until execution by and delivery to both Landlord and Tenant.

24.15 Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant hereunder.

24.16 Radon Disclosure. In accordance with Florida Statute 404.056, the following information is provided:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24.17 Riders. All Riders and Exhibits attached hereto and executed (or initialed) both by Landlord and Tenant shall be deemed to be a part hereof and hereby incorporated herein.

24.18 Limitation of Landlord's Liability. Notwithstanding any contrary provision of this Lease, Tenant will look solely (to the extent insurance coverage is not applicable, available or required by this Lease) to the interest of Landlord (or its successor as Landlord hereunder) in the Property for the satisfaction of any judgment or other judicial process requiring the payment of money as a reward of any negligence or breach of this Lease by Landlord or its successor or Agent or its successor (including any beneficiaries, partners, members, shareholders or affiliates) and Landlord and its successor have no personal liability hereunder of any kind.

24.19 Signage. Tenant shall install one (1) fascia sign and, if available and at the Landlord's option, shall have the right to install one (1) panel sign on one (1) pylon sign for the Property in a location designated by Landlord. The location and size of each panel may be modified or relocated by Landlord from time to time in its sole discretion. Tenant shall not affix any sign of any size or character to any portion of the Property or Premises, without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Tenant's signage shall be installed and maintained in conformance with all laws and codes, and Tenant shall obtain at Tenant's sole cost and expense, all permits for the same. Tenant shall remove all signs of Tenant upon the expiration or earlier termination of this Lease and immediately repair any damage to either or both of the Property and the Premises caused by, or resulting from, such removal.

24.20 Relocation. Landlord shall have the right, at its option upon not less than thirty (30) days prior written notice to Tenant, to relocate Tenant and to substitute for Premises described herein for other space in the Property containing at least as much rentable area as the Premises (the "**Substitute Premises**") provided that the following conditions are met: (a) Landlord executes a lease with a third party tenant (the "**Replacement Tenant**") for the lease of the Premises at a rental rate greater than the Base Rent due hereunder, and (b) Landlord has offered Tenant the right to match the higher rental rate being paid by the Replacement Tenant and Tenant has declined, and (c) Tenant's total rental obligations for the Substitute Premises remain the same, unless both Landlord and Tenant agree to different terms. Landlord shall approve in advance the relocation expenses for purposes of reimbursement for Tenant's reasonable moving and relocation expenses upon submission to Landlord of receipts for such expenditures incurred by Tenant.

24.21 Intent of Parties. Tenant shall not for any reason withhold or reduce Tenant's required payments of rentals and other charges provided in this Lease, it being agreed that the obligations of Landlord hereunder are independent of Tenant's obligations. In this regard it is specifically understood and agreed that in the event Landlord commences any proceedings against Tenant for non-payment of rentals or any other sum due and payable by Tenant hereunder, Tenant will not interpose any counterclaim or other claim against Landlord of whatever nature or description in any such proceedings; and in the event that Tenant interposes any such counterclaim or other claim against Landlord in such proceedings, Landlord and Tenant stipulate and agree that, in addition to any other lawful remedy of Landlord, upon motion of Landlord, such counterclaim or other claim asserted by Tenant shall be severed out of the proceedings instituted by Landlord and the proceedings instituted by Landlord may proceed to final judgment separately and apart from and without consolidation with or reference to the status of such counterclaim or any other claim asserted by Tenant.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

Signed in the Presence of:

VALIDUS GROUP PARTNERS, LTD., a
Florida limited partnership

By: The Validus Group, LLC, as its General
Partner

Witness

By: _____
Mario Garcia, Jr., as Manager

Witness

TENANT:

Signed in the Presence of:

**THE MAYOR AND ALDERMAN OF THE
CITY OF SAVANNAH,** a Georgia municipal
corporation.

Witness

By: _____
Name: _____
Its: _____

Witness

EXHIBIT "A"
DESCRIPTION OF PREMISES AND PROPERTY
TO BE MADE A PART OF LEASE BETWEEN

VALIDUS GROUP PARTNERS, LTD., a Florida limited partnership,
AS LANDLORD,

AND

THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH,
a Georgia municipal corporation,
AS TENANT

EXHIBIT "A"

Premises: Approximately 3,396 square feet in The Shoppes at Savannah with a physical address of 11 Gateway Boulevard, Savannah, Georgia 31419, identified as Suite #53.

Property: The real property commonly known as 11 Gateway Boulevard, Savannah, Georgia 31419, and more particularly described as:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE STATE OF GEORGIA, COUNTY OF CHATHAM, MORE FULLY AND ACCURATELY SHOWN AND DESIGNATED ON THAT CERTAIN ALTA/ASCM LAND TITLE SURVEY PREPARED BY JAMES M. SIMS, GEORGIA REGISTERED LAND SURVEYOR NO. 2280, HUSSEY, GAY & BELL & DEYOUNG, CONSULTING ENGINEERS, DATED MAY 3, 1988, AS REVISED FEBRUARY 27, 1989, AUGUST 27, 1997, SEPTEMBER 25, 1997, AND SEPTEMBER 14, 2006 AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN PLAT BOOK 34-P, PAGES 72A AND 72B AND MORE FULLY DESCRIBED AS FOLLOWS:

TRACT ONE

COMMENCING AT THE POINT INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FORT ARGYLE ROAD (ST. RT. 204) AND THE EAST RIGHT OF WAY LINE OF GATEWAY BOULEVARD SOUTH; EXTEND THENCE SOUTH 73 DEGREES 33 MINUTES 06 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF GATEWAY BOULEVARD SOUTH A DISTANCE OF 13.21 FEET TO A POINT; EXTEND THENCE ALONG SAID EAST RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 08 DEGREES 03 MINUTES 09 SECONDS, A RADIUS OF 946.73, A CHORD BEARING AND DISTANCES OF SOUTH 29 DEGREES 13 MINUTES 04 SECONDS WEST 132.94 FOR AN ARC DISTANCE OF 133.06 FEET TO A POINT; EXTEND THENCE ALONG SAID EAST RIGHT OF WAY LINE SOUTH 33 DEGREES 14 MINUTES 40 SECONDS WEST A DISTANCE OF 141.98 FEET TO A POINT; EXTEND THENCE ALONG SAID EAST RIGHT OF WAY LINE SOUTH 39 DEGREES 04 MINUTES 10 SECONDS WEST A DISTANCE OF 347.70 FEET TO A POINT; EXTEND THENCE NORTH 50 DEGREES 55 MINUTES 50 SECONDS WEST ACROSS SAID RIGHT OF WAY A

DISTANCE OF 60.00 FEET TO A POINT; WHICH POINT IS THE POINT OF BEGINNING OF THE HERINAFTER DESCRIBED PROPERTY; EXTEND THENCE SOUTH 39 DEGREES 04 MINUTES 10 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF GATEWAY BOULEVARD SOUTH A DISTANCE OF 821.17 FEET TO A POINT; EXTEND THENCE SOUTH 84 DEGREES 04 MINUTES 10 SECONDS WEST A DISTANCE OF 212.13 FEET TO A POINT; EXTEND THENCE NORTH 50 DEGREES 55 MINUTES 50 SECONDS WEST A DISTANCE OF 568.61 FEET TO A POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; EXTEND THENCE NORTH 37 DEGREES 48 MINUTES 40 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 317.28 FEET TO A POINT; EXTEND THENCE NORTH 38 DEGREES 21 MINUTES 10 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 105.72 FEET TO A POINT; EXTEND THENCE NORTH 45 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 51.96 FEET TO A POINT; EXTEND THENCE NORTH 55 DEGREES 32 MINUTES 10 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 517.91 FEET TO A POINT; EXTEND THENCE SOUTH 50 DEGREES 55 MINUTES 50 SECONDS EAST A DISTANCE OF 573.89 FEET TO THE POINT OF BEGINNING.

TRACT TWO

THOSE CERTAIN NON-EXCLUSIVE PERMANENT EASEMENTS DESCRIBED IN THE GRANT OF EASEMENTS BETWEEN M.B. HOSTETTER, CREED H. REAGAN, AND JOSEPH J. TRIBBLE, AS GRANTORS, AND FESTIVAL DEVELOPERS, LTD., A GEORGIA LIMITED PARTNERSHIP, AS GRANTEE, DATED JULY 8, 1987, AND RECORDED IN DEED BOOK 135-C, FOLIO 10, AND AS AMENDED JUNE 16, 1988, AND RECORDED IN DEED BOOK 139-E, FOLIO 708, IN THE CLERK'S OFFICE, CHATHAM SUPERIOR COURT, INCLUDING WITHOUT LIMITATION THE FOLLOWING NON-EXCLUSIVE PERMANENT EASEMENTS:

(A) A 60' WIDE EASEMENT STRIP FOR PURPOSES OF INGRESS AND EGRESS TO AND FROM THE 10 ACRE TRACT AS DESCRIBED HEREIN AS TRACT TWO AND THE 60' RIGHT-OF-WAY OF GATEWAY SOUTH, AND FOR THE CONSTRUCTION, USE AND MAINTENANCE OF POWER, TELEPHONE, GAS, WATER, SEWER AND OTHER UTILITY LINES, THE STRIP OF LAND SUBJECT TO THIS EASEMENT BEING SHOWN AND DESIGNATED AS "60' INGRESS AND EGRESS EASEMENT" ON A CERTAIN PLAT OF SURVEY PREPARED BY JAMES M. SIMS, GEORGIA REGISTERED LAND SURVEYOR NO. 2280, HUSSEY, GAY & BELL, CONSULTING ENGINEERS, SAVANNAH, GEORGIA, DATED THE 26TH DAY OF JUNE, 1987, PREPARED FOR FESTIVAL DEVELOPERS, LTD., A GEORGIA LIMITED PARTNERSHIP AND LIBERTY SAVINGS BANK, ENTITLED "PLAT OF PARCEL "C" AND A 60' INGRESS AND EGRESS EASEMENT, AND A 25' DRAINAGE EASEMENT, 7TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA", A COPY OF SAID SURVEY PLAT BEING RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN PLAT RECORD BOOK 9-P, FOLIO 30, WHICH SURVEY PLAT BY THIS REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

(B) A 25' DRAINAGE EASEMENT AS MORE PARTICULARLY SHOWN AND DELINEATED ON A CERTAIN SURVEY PLAT PREPARED BY JAMES M. SIMS, GEORGIA REGISTERED LAND SURVEYOR NO. 2280, HUSSEY, GAY & BELL, CONSULTING ENGINEERS, SAVANNAH, GEORGIA, DATED THE 26TH DAY OF JUNE, 1987, PREPARED FOR FESTIVAL DEVELOPERS, LTD., A GEORGIA LIMITED PARTNERSHIP, AND LIBERTY SAVINGS BANK, ENTITLED "PLAT OF PARCEL "C" AND A 60' INGRESS AND EGRESS EASEMENT, AND A 25' DRAINAGE EASEMENT, 7TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA", A COPY OF SAID PLAT BEING RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN PLAT RECORD BOOK 9-P, FOLIO 30, WHICH PLAT BY THIS REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

(C) AN EASEMENT TO PROVIDE FOR THE DRAINAGE OF SURFACE WATERS THROUGH A CERTAIN EXISTING DITCH, THE CENTER LINE OF WHICH IS DESIGNATED AND DELINEATED UPON A CERTAIN SURVEY PLAT PREPARED BY JAMES M. SIMS, GEORGIA REGISTERED LAND SURVEYOR NO. 2280, HUSSEY, GAY & BELL, CONSULTING ENGINEERS, SAVANNAH, GEORGIA, DATED THE 29TH DAY OF JUNE, 1987, ENTITLED "PLAT SHOWING OFF-SITE STORM DRAINAGE THROUGH LANDS OF M. B. HOSTETTER, CREED H. REAGAN, AND JOSEPH J. TRIBBLE, 7TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA", PREPARED FOR FESTIVAL DEVELOPERS, LTD., A GEORGIA LIMITED PARTNERSHIP, AND LIBERTY SAVINGS BANK, A COPY OF SAID SURVEY PLAT BEING RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN PLAT RECORD BOOK 9-P, FOLIO 33, WHICH BY THIS REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

(D) AN EASEMENT FOR THE CONSTRUCTION, USE AND MAINTENANCE OF A CERTAIN EARTH BERM ON A PORTION OF GRANTORS PROPERTY, SAID EARTH BERM, AND THE LOCATION AND SIZE THEREOF BEING MORE PARTICULARLY SHOWN ON A CERTAIN SURVEY PLAT PREPARED BY JAMES M. SIMS, GEORGIA REGISTERED LAND SURVEYOR NO. 2280, HUSSEY, GAY & BELL, CONSULTING ENGINEERS, SAVANNAH, GEORGIA, DATED THE 29TH DAY OF JUNE, 1987, ENTITLED "PLAT SHOWING OFF-SITE STORM DRAINAGE THROUGH LANDS OF M. B. HOSTETTER, CREED H. REAGAN, AND JOSEPH J. TRIBBLE, 7TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA", PREPARED FOR FESTIVAL DEVELOPERS, LTD., A GEORGIA LIMITED PARTNERSHIP, AND LIBERTY SAVINGS BANK, A COPY OF SAID SURVEY PLAT BEING RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN PLAT RECORD BOOK 9-P, FOLIO 33, WHICH BY THIS REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF. INCLUDED WITHIN THIS EASEMENT IS A REASONABLE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO THE SITE OF SAID EARTH BERM TO PROVIDE THE CONSTRUCTION, MAINTENANCE AND REPAIR THEREOF.

(E) EASEMENT FOR THE DETENTION OF SURFACE WATERS FROM THE 10 ACRE TRACT OVER ADJOINING PROPERTY AS DESCRIBED IN THE EASEMENT AGREEMENT.

(F) EASEMENT FOR STORM DRAINAGE THROUGH AN UNDERGROUND PIPE FROM TRACT ONE AS GRANTED IN THE ABOVE-REFERENCED AMENDMENT TO THE EASEMENT AGREEMENT.

TRACT THREE

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR PURPOSES OF THE DRAINAGE OF SURFACE WATER OVER, UPON AND ACROSS THAT CERTAIN .062 ACRE, MORE OR LESS, TRACT LYING AND BEING IN THE 7TH G.M. DISTRICT OF CHATHAM COUNTY, GEORGIA, AS MORE PARTICULARLY SHOWN UPON A PLAT OF SURVEY PREPARED BY JAMES M. SIMS, DATED JUNE 26, 1987, A COPY OF WHICH IS RECORDED IN THE PLAT RECORDS OF CHATHAM COUNTY, GEORGIA, IN PLAT RECORD BOOK 13-P, FOLIO 59, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION THEREOF. SAID EASEMENT WAS CREATED UNDER AND BY VIRTUE OF THAT CERTAIN EASEMENT AGREEMENT BETWEEN ABERCORN UTILITIES, INC., AS GRANTOR, AND FESTIVAL DEVELOPERS, LTD., AS GRANTEE, DATED JULY 1, 1987, AND RECORDED IN DEED BOOK 135-C, FOLIO 29, IN THE CLERK'S OFFICE, CHATHAM SUPERIOR COURT.

TRACT FOUR

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR PURPOSES OF THE DRAINAGE OF SURFACE WATER OVER, UPON AND ACROSS THAT CERTAIN TRACT OF LAND BEING IN THE 7TH G.M. DISTRICT OF CHATHAM COUNTY, GEORGIA, AND BEING SHOWN AS "EXISTING POND" UPON THE PLAT OF SURVEY, DATED DECEMBER 1, 1987, PREPARED BY HUSSEY, GAY, BELL & DEYOUNG, BEING A SUBDIVISION MAP OF SAVANNAH FESTIVAL, LOT 2-A, RECORDED IN SUBDIVISION MAP BOOK 9-S, PAGE 40, AND REVISED MAY 20, 1988, RECORDED IN PLAT RECORD BOOK 13-P, FOLIO 59, OF THE RECORDS OF THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA. ALL TRACTS HEREBY LYING AND BEING IN THE 7TH GEORGIA MILITIA DISTRICT, CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY JAMES M. SIMS, GEORGIA REGISTERED LAND SURVEYOR NO. 2280, OF HUSSEY, GAY, BELL & DEYOUNG, DATED MAY 3, 1988 AND REVISED FEBRUARY 27, 1989, AUGUST 27, 1997, AND SEPTEMBER 25, 1997, SAID PROPERTY HAVING AN ADDRESS OF 11 GATEWAY BOULEVARD SOUTH, SAVANNAH, GEORGIA 31419, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING IN CHATHAM COUNTY, GEORGIA.

EXHIBIT "B"

**RULES AND REGULATIONS
TO BE MADE A PART OF LEASE BETWEEN**

**VALIDUS GROUP PARTNERS, LTD., a Florida limited partnership,
AS LANDLORD,**

AND

**THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH,
a Georgia municipal corporation,
AS TENANT**

1. No part of the Property or the Premises shall be used for any purpose other than as permitted by the zoning regulations of the County in which the Property is located for the type of zoning given in Exhibit A or as stipulated in the Lease.
2. No materials or products shall be manufactured or stored that constitute a nuisance or cause the emission of noxious odors or gases or smoke. No burning of materials, outside or inside the Premises, will be permitted.
3. No fence, wall, loading facility, outside storage facility, signs or permanent improvements will be erected or constructed without the prior written approval of the Landlord.
4. Tenants will keep their Premises safe, clean, neat and provide for the removal of trash from their Premises. No pets will be allowed on the Premises.
5. Tenants shall not cause or make an excessive noise, odor, harmful sewage or vibration that could be deemed objectionable to adjacent property owners or their tenants.
6. Tenant is to maintain a pest control program appropriate to its Use.
7. All enterprises are to be conducted in a business-like manner. No alcohol shall be permitted at the Property.

EXHIBIT "C"

**LANDLORD'S WORK
TO BE MADE A PART OF LEASE BETWEEN**

**VALIDUS GROUP PARTNERS, LTD., a Florida limited partnership,
AS LANDLORD,**

AND

**THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH,
a Georgia municipal corporation,
AS TENANT**

Landlord shall replace one existing HVAC system and ensure mechanical systems are in good working condition as of the Commencement Date.

Landlord shall repair existing restroom facilities in accordance with Landlord's highest standard finish and ensure all systems, including plumbing, electrical and lighting, are in good working order as of the Commencement Date.