

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (“LEASE”) made November _____, 2023 between **Lee, West & Walsh, LP**, and hereafter referred to as “Landlord”, through Reese & Company, Agent of Landlord, and **The Mayor and Aldermen of the City of Savannah**, hereafter referred to as “Tenant”.

W I T N E S S E T H :

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord the Premises situated on the following described real estate: Lots 11, 12, 23 Parkway Business Center Phase 1, located at 1000 Business Center Drive, Savannah, Georgia 31405, hereinafter referred to as “Business Center,” described as follows:

Suite Number 120-130 containing approximately 5,040 square feet
Standard Method for Measuring Floor Area in Office Buildings,
ANSI/BOMA Z65.1-1996), hereinafter referred to as “Premises” as
shown on Exhibit “A”.

2. **Term; Delivery of Premises.**

- a) Except as otherwise stated herein, the term of this Lease shall be **three (3) years and one (1) month** (the “Term”), commencing on the first of the month after substantial completion of the Premises (as that term is defined in Exhibit “B” hereto) and the issuance of a certificate of occupancy (the “Commencement Date”) if required, and ending on the date (the “Termination Date”) that is three (3) years and one (1) month after the Commencement Date. If for any reason Landlord fails to deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be responsible or liable for such failure, nor shall such failure effect the validity of this Lease or the obligations of Tenant hereunder or extend the Term. Notwithstanding the foregoing or anything herein to the contrary, if for reasons other than Tenant Delay (as that term is defined in Exhibit “B” hereto) or Force Majeure (as defined in Exhibit “B”), the Commencement Date has not occurred on or before the date (the “Outside Date”) that is two hundred and twenty (220) days from the Effective Date, either party may, by giving written notice to the other party within thirty (30) days after the Outside Date, cancel this Lease effective as of the date that is ten (10) days after the other party’s receipt of the notice of cancellation, in which event the parties shall be fully and finally discharged from all obligations hereunder. Landlord and Tenant agree to execute a certificate, in the form of Exhibit “C” attached hereto within thirty (30) days of the Commencement Date, which certificate shall confirm the actual



Commencement Date of the Term and the final square feet of floor area of the Premises and set forth any adjustments in rent and of any changes in the measurement of the Premises.

- b) Landlord and Tenant agree that Landlord is not obligated to perform any work to or for the benefit of the Premises in connection with the construction of any improvements to the Premises in preparation for Tenant's initial occupancy thereof except as specifically set forth in Exhibit "B" or as otherwise provided for in this Lease (by way of example only, and without creating any limitation, Section 8 of this Lease).
- c) Tenant hereby acknowledges and agrees that except as expressly set forth in this Lease neither Landlord nor any of Landlord's employees or agents have made, and Tenant is not relying on, any representations or warranties of any kind, express or implied, with respect to the Premises or this Lease.

3. Rent.

- a) **Base Rent.** Tenant shall pay to Landlord as rent for the Premises for the lease term as follows:

<u>Term</u>	<u>Rent/month</u>	<u>Sf/Yr</u>
(starting on Commencement Date)		
Lease Year 1 – Month 1	\$0.00	N/A
Lease Year 1 – Months 2-12	\$7,560.00	\$18.00
Lease Year 2	\$7,786.80	\$18.54
Lease Year 3	\$8,022.00	\$19.10
Lease Year 4 – Month 1		\$8,261.02
\$19.69		

Landlord and Tenant hereby agree that the Tenant shall pay no more than one month's rent in advance. All payments should be made to Reese & Company, Inc. and are due on the first of each month at P.O. Box 23588, Savannah, GA 31403, or to such agent and such places as Landlord shall designate. Should this Lease commence on any day other than the first day of the month, rent for the first and last calendar months shall be prorated on a per diem basis. A late charge of ten (10%) percent shall be due on any rent payment not made within ten (10) days of the due date. Tenant agrees to pay a \$75.00 charge for any check returned by a Bank for insufficient funds, closed account, or for any other reason.

(b) Operating Costs – Additional Rent. Tenant agrees to pay each and every month of the Lease in advance beginning December 1, 2023 as additional rent one-twelfth (1/12) of Tenant's pro rata share (13.45%) of operating expenses (as defined below) of Landlord for the Building and/or project of which the Premises are a part. Landlord shall, within 90 days following the close of any calendar year for which additional rent is due under this Paragraph, invoice (or credit) Tenant for the additional rent ("Annual Statement"). The Annual Statement shall include in reasonable detail all computations of the additional rent, and Tenant agrees to pay the balance of

additional rent within 30 days following receipt of the Annual Statement. Any claim for a revision of the Annual Statement for any calendar year which is not made within 90 days after receipt thereof by Tenant shall be deemed waived and discharged. For the calendar year in which the term of this Lease commences and ends, Tenant's additional rent shall be prorated. Tenant and Landlord agree that the estimated monthly payment shall be established by the immediate past year's annual operating expenses which shall be adjusted annually. **Tenant and Landlord agree that the estimated monthly additional rent of operating costs shall be \$1,150.** If this Lease shall terminate on a day other than the last day of a year, the amount of any additional rent payable by Tenant applicable to the year in which such termination shall occur shall be prorated on the ratio that the number of days from the commencement of such year to and including such termination date bears to 365. During the sixty (60) day period after Tenant's receipt of the invoice for Additional Rent for any year, Tenant shall have the right, at its own expense and at a reasonable time upon reasonable prior notice, to audit Landlord's books relevant to the Additional Rent due under this paragraph. Tenant specifically designates the fiscal year(s), provided, however, that the audit may not be performed by a third party that is paid on a contingency fee basis. If Tenant fails to request an audit within sixty (60) days of Tenant's receipt of the invoice for Additional Rent, the Additional Rent determination by Landlord shall become conclusive and binding upon Tenant. The term "Operating Expenses" as used in this Lease means all reasonable expenses incurred with respect to the maintenance and operation of the Building and/or project of which the leased Premises are a part, including but not limited to, ad valorem taxes, maintenance and repair costs, trash and snow removal, landscaping and outside pest control, life safety systems, wages and reasonable and customary fringe benefits payable to employees of Landlord whose duties are connected with the operation and maintenance of the Building and/or project, including without limitation, parking area maintenance, landscape maintenance, landscape irrigation, all installments of special assessments which accrue against the Building and/or project of which the Premises are a part during the term of this Lease, and all premiums for insurance policies that Landlord is required to carry hereunder or reasonably deems necessary to maintain with respect to the Premises, including without limitation, public liability insurance with respect to the Building and/or project. Operating Expenses shall not include any capital improvement, repairs or replacement of the roof, windows, seals, structural components and fire protection system of the Premises, nor shall it include repairs, restoration or other work occasioned by fire, windstorm, or any other casualty, income and franchise expenses incurred by Landlord in leasing to or procuring tenants, leasing commissions, advertising expenses, expenses for the renovating of space for other tenants, or repairs or alterations and/or modifications required for compliance with any applicable city, county, state, local or federal statutes, codes, ordinances and laws, (collectively "Laws") that do not arise from or relate to Tenant's possession and use of the Premises, interest or principal payments on any mortgage or other indebtedness of Landlord, compensation paid to any employee of Landlord above the grade of building superintendent, any income or sales taxes, nor any depreciation allowance or expense. Notwithstanding anything in this Lease to the contrary, Tenant



will be responsible for the ad valorem taxes, insurance costs, snow and ice removal (“Uncontrollable Expenses”), without regard to the level of increase in any or all of the above in any year or other period of time. Tenant’s obligation to pay other Operating Expenses that are not Uncontrollable Expenses (herein, collectively referred as the “Controllable Expenses”) shall be limited to a three percent (3%) per annum increase over the amount of the Controllable Expenses for the immediately preceding calendar year.

4. **Renewal Options.** Provided Tenant is in compliance with the terms of the Lease, Tenant shall have the option to renew this Lease for two additional one (1) year terms under the same terms and conditions, except that the monthly base rent will be **\$8,265.60** (\$19.68 sf/yr) for the first option term and **\$8,513.40** (\$20.27 sf/yr) for the second option term. Tenant shall notify Landlord in writing of Tenant’s intent to exercise the option no later than 180 days prior to the expiration of the initial term or the prior renewal term. Tenant’s failure to provide written notice within the time herein specified shall cause the option to lapse and be of no further force and effect. Unless otherwise specified in an amendment fully executed by all parties, all other terms and conditions shall remain in full force and effect during the extended term.

5. **Security Deposit.** The Tenant, concurrently with the execution of this Lease, has deposited with Reese & Company, the Agent of the Landlord, the sum of **\$7,560**, the receipt being hereby acknowledged, which sum shall be retained by the Landlord as security for the payment by the Tenant of the rent herein agreed to be paid and for the faithful performance of the covenants of this Lease. If, at any time, the Tenant shall be in default any of the provisions of this Lease, the Landlord shall have the right to use said deposit, or so much thereof as may be necessary in payment of any rent in default as aforesaid and/or in payment of any such expense incurred by the Landlord in and about the curing of any default by said Tenant, and/or in payment of any damages incurred by the Landlord by reason of such default of the Tenant, or at the Landlord’s option, the same may be retained, by the Landlord in liquidation of part of the damages suffered by the Landlord by reason of the default of the Tenant. In no event shall said deposit be applied as payment of rent past due for the term of this Lease or any renewal term thereof. Any interest earned shall belong to Reese & Company, to help defray administrative costs. Should Tenant comply with all the terms, covenants and conditions of this Lease binding on Tenant, the security deposit will be returned in full to Tenant at the expiration of the Term.

6. **Utilities, Common Areas and Parking.**
 - a) Common areas shall consist of those areas included within the term “Building” which are open for use by the public and other tenants of the Building including, without limiting the generality of the foregoing, all parking areas, driveways, truckways, delivery passages, common truck loading areas, walkways, planted areas, landscaped areas, walls, and service

areas appurtenant to the Premises. Tenant agrees not to interfere with the access of other tenants.

- b) Landlord reserves the right to stop the supply of water, sewage, electrical current, cleaning and other services, without thereby incurring any liability to Tenant, when necessary by reason of accident or emergency, or for repairs, alterations, replacements or supplying such services by strikes, lockouts, difficulty of obtaining materials, accidents or any other cause beyond Landlord's control, or by laws, orders or inability despite diligence to obtain electricity, water, steam, coal, oil or other suitable fuel or power. No diminution or abatement of rent or other compensation shall or will be claimed by Tenant as a result of, nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of any such interruption, curtailment or suspension so long as Landlord continuously and diligently attempts to restore such interrupted or suspended service.
 - c) Tenant shall pay all charges for heat, gas, electricity, and other public utilities used and consumed by it on the Premises during the term of this Lease.
 - d) Tenant shall be entitled to park in common with other tenants of Landlord. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in use of parking facilities. Landlord reserves the right in its reasonable discretion to determine whether parking facilities are becoming overburdened and, in such event, to allocate parking spaces between Tenant and other tenants. In the event of such allocation, Tenant shall not be limited to fewer than fifteen (15) parking spaces. There will be no assigned parking. Tenant agrees to park all Tenants' trucks in the parking spaces provided at the rear of the Building. "Parking" as used herein, means the use by Tenant's employees, its visitors, invitees, and customers for the parking of motor vehicles for such periods of time as are reasonably necessary in connection with use of and/or visits to the Premises. No vehicle may be repaired or serviced in the parking area. All driveways, ingress and egress, and all parking spaces are for the joint use of all tenants.
7. **Trash Container, Storage of Goods.** Tenant agrees that except for a trash dumpster provided by Landlord and to be placed at such place as Landlord may designate, there will be no outside stacking, storing, placing of trash, goods, materials or equipment.
8. **Improvements by Landlord.** Landlord will (1) paint the premises and professionally clean all flooring (tile & carpet); (2) remove the "Clean Room" and repair/replace ceiling and floor tiles as needed due to the removal; (3) re-open access to enclosed step-truck dock door; and (4) retain all existing office furniture from previous tenant.
9. **Failure to Give Possession.** If Landlord should fail to tender possession of the Premises to Tenant by the date Landlord has specified as the commencement date, this Lease shall not be void or voidable by Tenant. The term shall commence at the time thereafter when Landlord



tenders possession of the Premises to Tenant, and such date shall be the actual commencement date, and the term of this Lease shall be measured from said commencement date. Notwithstanding the aforementioned and anything to the contrary in this Lease, if Landlord fails to transfer of possession of the Premises to Tenant by February 1, 2024, Tenant shall have the right to terminate and cancel this Lease.

10. Use. The Premises shall be used for Tenant's business and related activities associated with the same. The Premises shall not be used for any illegal purposes or in violation of any regulation of any governmental body, or in any manner to create any nuisance or trespass, or to vitiate any insurance or increase the rate of insurance on the Premises or the Building. Tenant agrees to comply with all governmental rules, regulations, decrees or requirements applicable to the use and occupancy of the Premises. Tenant shall not do or permit anything to be done in or about the Premises which will obstruct or interfere with the rights of other tenants in the Building. If Tenant receives notice of any claim of violation of any law, rule or regulation applicable to the Premises, Tenant shall give prompt notice thereof to Landlord. In case of breach of any of the covenants contained in this Paragraph, Landlord may, in addition to all other remedies available to the Landlord under the Lease, elect to terminate this Lease by giving Tenant 60 days' written notice to vacate.

11. Tenant's Repairs.

- a) Tenant accepts the Premises in their present condition (except as described in Paragraph 7) as suited for the use intended by Tenant. Tenant will, at Tenant's sole expense, maintain the Premises and the fixtures, equipment and appurtenances therein, reasonable wear and tear accepted. Tenant agrees, at Tenant's expense, but under the direction of Landlord, which expense shall not be included in any operating expense charges to be paid by Tenant, to promptly repair (making replacements where necessary) any injury or damage to the Premises; except if caused by Landlord's gross negligence or willful misconduct. Tenant also agrees, at Tenant's expense but under the direction of Landlord, to promptly repair (making replacements where necessary) any injury or damage to the Building caused by the misuse or neglect thereof by Tenant, Tenant's employees, or by persons permitted on premises by Tenant. All such repairs and replacements shall be of a quality equal to original installations. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make repairs or replacements, and Tenant shall repay the cost thereof to Landlord on demand.
- b) Tenant will not, without Landlord's written consent, which such consent shall not be unreasonably withheld, conditioned or delayed, make any alterations, additions or improvements in or about the Premises. Tenant shall be required to obtain all appropriate governmental permits and approvals at Tenant's expense prior to beginning any such work in the Premises. All alterations, additions or improvements (including, but not limited to,

floor covering, wall covering, wall and ceiling light fixtures, carpets, drapes and drapery hardware) made or installed by Tenant or by the Landlord for Tenant's benefit to the Premises shall become the property of Landlord at the expiration date; provided however, if Tenant is not in default hereunder, Tenant shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored or installed in the Leased Premises, including but not limited to counters, shelving, show cases, chairs and movable machinery purchased provided by Tenant and which are susceptible to being moved without damage to the building, provided this right is exercised before the Lease is terminated and provided that Tenant shall repair any damage to the leased Premises caused thereby. The right granted Tenant in this Section shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air-conditioning equipment, floor coverings (including wall-to-wall carpeting) glued or fastened to the floors or any paneling, tile or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold and, as a matter of course, shall not include the right to remove any fixtures or machinery that were furnished or paid for by Landlord. Landlord reserves the right to require Tenant, at Tenant's expense: (i) to remove any improvements or additions made to the Premises by Tenant, or by Landlord for Tenant's benefit provided Landlord notifies Tenant in writing before any such additions or improvements are made that the improvements or additions must be removed as provided herein, at the expiration date; and (ii) to repair all injury done by or in connection with installation or removal of said improvements or additions. Tenant further agrees to do so prior to the expiration date, or within 30 days after notice from Landlord, whichever shall be later, provided that Landlord gives such notice no later than 30 days after expiration date.

- c) No later than the expiration date, Tenant will remove all Tenant's personal property and Tenant shall repair all injury done by or in connection with the installation or removal of said property and surrender the Premises (together with all keys to the Premises) in as good a condition as they were at the beginning of the term, reasonable wear, damage by fire and the elements of casualty excepted. All property of Tenant remaining on the Premises after the expiration date shall be deemed conclusively abandoned and may, at the election of Landlord, either be retained as Landlord's property or be removed by Landlord, and Tenant shall reimburse Landlord for the cost of removing the same, subject, however, to Landlord's right to require Tenant to remove any improvements or additions made to the Premises by Tenant pursuant to Paragraph a) above.
- d) In doing work of any nature in, to or about the Premises, Tenant will use only contractors or workmen approved by Landlord, with such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall remove or appropriately bond any lien for material



or labor claimed to be furnished to the Premises on Tenant's behalf within 3 business days of its filing.

- e) Within 10 days of Tenant's occupancy of the Premises, Tenant, at its sole cost and expense, shall secure from a heating and air conditioning contractor approved by Landlord (such approval not to be unreasonably withheld) a complete service and maintenance contract which shall provide, among other things, for the changing of filters at least every three months, the semi-annual inspection of the HVAC equipment serving the Premises including a written report of the condition thereof to Landlord and Tenant, the periodic oiling of equipment where required, the tightening of belts, the filling of pitch pans and the sealing of water leaks, and the prompt performance of maintenance and repair work recommended by such contractor. A current copy of said service agreement, or a certificate evidencing same, shall be provided to Landlord. If Tenant shall fail to perform such inspection or the repair or maintenance recommended by such contractor, Landlord shall have the right to perform such inspection or repair or maintenance on behalf of Tenant in accordance with Paragraph 19 of this Lease. Tenant shall be responsible for all repairs to heating and air-conditioning equipment, including parts and labor, and including repair and replacement to major components up to \$300.00 per a year of this Lease ("Yearly Deductible"). So long as Tenant maintains proper servicing and repairs of heating and air-conditioning of HVAC equipment as outlined above, the heating and air-conditioning equipment is not damaged and/or broken due to an intentional and/or negligent action of Tenant and Tenant meets the Yearly Deductible, then Landlord shall be responsible for repairs and/or replacement to heating and air-conditioning equipment.

12. Landlord's Repairs. Landlord shall, at its own expense, keep and maintain in good order and repair the exterior and structural portions of the Premises, including, without limitation, the roof, gutters, waterspouts, and drains, foundations, floor slab, exterior canopies, exterior walls (except plate glass or glass and glass frames, doors and door frames), permanent interior walls, subfloors and supporting columns, utility mains, lines, meters and conduits extending to the service connections within the Premises, all building electrical, and utility systems, including, but not limited to sprinkler, fire alerts, and other safety systems, the truck loading facilities; provided, however, Landlord will not be responsible for or required to make, and Tenant shall make, any repairs which may have been occasioned or necessitated by the negligence or willful misconduct of Tenant, its agents or employees or by the failure of Tenant to comply with its covenants under this Lease Agreement. Neither the Landlord nor Tenant shall be required to repair for normal wear and tear. Landlord shall also maintain, operate, repair, and replace as needed the common areas of the center and the exterior of the Premises, including but not limited to the lighting of common areas, landscaping and trash removal, snow and ice removal, water, sewage, janitorial, electricity, maintenance and pest control services in connection with all Common Areas, and all parking areas. Landlord shall warrant the replacement of all HVAC

units provided to Tenant at the time of delivery of the Premises and be responsible for repairs and/or replacement to heating and air-conditioning equipment as provided for in Section 11(e) above. Tenant must maintain the proper servicing and repairs of HVAC equipment as outlined in Paragraph 11, for the Landlord to be responsible for the replacement, repair and/or installation of major components.

13. Alterations. Tenant shall make no alterations or additions to the landscaping. Tenant shall not attach any wires or antennas to the outside of the Premises, nor shall Tenant place or install a satellite dish (receiving or transmitting television, radio, telephone or other electronic signals) on or outside the Premises. Tenant shall make no installations, alterations, additions or improvements to the Premises without submitting plans and specifications to Landlord and securing Landlord's advance written consent in each instance which consent shall not be unreasonably withheld, conditioned or delayed. Such work shall be done at Tenant's sole expense by employees for contractors employed by Landlord, or by contractors employed by Tenant, subject to Landlord's consent in writing, which such consent shall not be unreasonably withheld, conditioned or delayed, prior to letting of any such contractor(s) and subject to other reasonable conditions Landlord may impose. Tenant shall, before making any installments, alterations, additions or improvements at its expense, obtain all permits, approvals and certificates required by any governmental body or agency and certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord. Tenant agrees to carry or cause Tenant's contractors to carry such workmen's compensation, general liability, and personal property damage insurance as Landlord may reasonably require. Tenant agrees to obtain and deliver to Landlord, upon request by Landlord within ninety (90) days of completion of such work, written and unconditional waivers of mechanic's liens upon the real property in which the Premises are located for all work, labor and service to be performed and materials to be furnished in connection with such work, signed by all contractors, subcontractors, materialmen and laborers involved in such work. In the event any mechanic's lien is filed against the Premises or the real property of which the same forms a part for work claimed to have been done or materials furnished to Tenant, the same shall be discharged by Tenant within 10 days thereafter, at Tenant's expense, by filing the required bond. All such installations, alterations, additions or improvements, except trade fixtures, shall, at Landlord's option, remain on the Premises as property of the Landlord and without compensation to Tenant.

14. Assignment and Subletting. Tenant shall not assign nor permit an assignment by operation of law of this Lease or any interest hereunder nor sublet or suffer or permit the Premises or any part thereof to be used by any party other than the Tenant without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any assignment, sublease or license to occupy by Tenant shall be void and shall terminate the Lease at the option of

Landlord. Tenant shall be permitted to assign or sublet to any of its corporate affiliates without Landlord's consent provided the use of the Premises remains unchanged.

15. Air Conditioning and Electrical Equipment. Tenant shall not install or connect any air conditioning equipment, electric driven motor or any electrical, gas or water appliance or equipment other than typewriters, telephone equipment, computer, and other small business machines without first securing Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right to require Tenant to restore the Premises to the condition existing prior to the installation of any such appliance, normal wear and tear excepted, including the removal of any ducts, wiring, piping and so forth, the repair and replacement of all damage caused by the installation and removal thereof, except that if Tenant is then in default hereunder, Landlord shall have the option to retain any such appliance and all ducts, wiring, piping and so forth, and the right to require the delivery of the Premises in the condition as changed as the results of the installation of such appliance, ducts, wiring, piping and so forth.

16. Hazardous Material. Tenant shall not use or permit to be brought into the Premises any inflammatory or explosive substance or other article deemed hazardous to person or property, other than cleaning products in small quantities, nor shall Tenant do or permit to be done any act or thing which will invalidate or be in conflict with fire or other insurance policies covering the Business Park or the operation thereof, or the Premises, or any part of either. Tenant shall not do or permit to be done anything in or upon the Premises or bring to keep anything therein which shall not comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters or any similar organization (Tenant shall at all times comply with all such rules, orders, regulations or requirements), or which shall increase the insurance premiums or the rate of insurance on the Business Park, its appurtenances or contents. If by reason of the failure of Tenant to comply with the occupancy of the Premises, any insurance premium shall at any time be increased, Tenant shall reimburse Landlord for all such increase in premium; provided, however, that receipt of such reimbursement from Tenant shall not be deemed a waiver of Tenant's default under this Paragraph, and Landlord shall not be estopped from enforcing his other remedies against Tenant on account of such default.

17. Bankruptcy of Tenant.

- a) If at any time prior to or after the commencement of the term there shall be filed by Tenant or Guarantor, in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy (including a petition for liquidation, reorganization, or for adjustment of debts of an individual with regular income), or if any case, proceeding or other action shall be commenced seeking to have an order for relief entered against Tenant or Guarantor as a debtor in bankruptcy proceedings or to adjudicate Tenant or Guarantor a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or

composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action results in the entry of an order for relief or is not dismissed within 30 days of the filing thereof, or if Tenant or Guarantor becomes insolvent or is generally not paying or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of Tenant's or Guarantor's property (whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian), or if Tenant or Guarantor shall take any action to authorize or in contemplation of any of the events set forth above (each of the foregoing events to be hereinafter referred to as an "Act of Bankruptcy"), then, in addition to Landlord's other rights and remedies under this Lease and applicable law, this Lease shall, at Landlord's option (and if permitted by law), be terminated, in which event neither Tenant nor Guarantor, nor any person claiming through or under Tenant or Guarantor or by virtue of any statute or of an order of any court, shall be entitled to possession of the Premises, and Landlord, in addition to the other rights and remedies given by this Lease, or by virtue of any statute or rule of law, may retain as liquidated damages any rent, Security Deposit or moneys received by Landlord from Tenant or others in behalf of Tenant. All rent, additional rent and other amounts payable by Tenant under this Lease shall constitute rent for the purpose of applying the provisions of Section 502(b)(7) of the Federal Bankruptcy Code.

- b) If an act of bankruptcy shall occur and this Lease is not terminated pursuant to the provisions of Paragraph 17.a., the parties agree:
- i) That if there shall be a default in the payment of Annual Minimum Rent or any additional rent, or a default in the observance or performance of any other provision of this Lease binding on Tenant, Landlord shall be entitled to immediately discontinue furnishing any utilities and other services it has been providing to the Premises, until such time as such defaults have been fully cured, it being agreed that the foregoing action by Landlord shall in no way cause or result in any abatement of Annual Minimum Rent, additional rent or any other amounts payable by Tenant during the continuance of the term.
 - ii) That if this Lease is assumed by a trustee in bankruptcy, and assigned by the trustee to a third party, then such party shall (1) execute and deliver to Landlord an agreement in recordable form whereby such party confirms that it has assumed and agrees with Landlord to discharge all obligations (including the provisions of Paragraph 10 respecting the Permitted Use of the Premises and the manner of operation thereof) binding on Tenant under this Lease, (2) represent and warrant in writing to Landlord that such party has a net worth and operating experience at least comparable to that possessed by Tenant named herein and Guarantor as of the execution of this Lease, (3) deposit with Landlord a



Security Deposit and advance rent equal to that initially deposited by Tenant named herein, and (4) grant Landlord, to secure the performance of such party's obligations under this Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and all accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Premises, and in connection therewith, such party shall execute such security agreements, financing statements and other Document (the forms of which are to be designated by Landlord) as are necessary to perfect such lien.

iii) This Lease shall be deemed a lease of "Nonresidential Real Property" for the purpose of Section 365 of the Federal Bankruptcy Code.

c) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code") shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. 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 in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

18. Default of Tenant. Tenant shall be deemed to be in default if: (i) Tenant breaches this Lease or defaults in the performance of any of the covenants herein contained and shall not cure such breach or default within ten (10) days after Landlord gives Tenant written notice thereof, or, if such breach or default shall be incapable of cure within ten (10) days, if Tenant shall not commence to cure such failure within such ten (10) day period and continuously prosecute the performance of the same to completion with due diligence; (ii) fails to pay when due any rent or other sum owing under this Lease and shall not cure such breach or default within five (5) days after Landlord gives Tenant written notice thereof, or (iii) abandons the Premises and stops paying rent and shall not cure such breach or default within ten (10) days after Landlord gives Tenant written notice thereof. If Tenant at any time shall fail to pay any taxes, assessments or liens, to make any payment required by this Lease to be made or performed by it, upon 5 days after written notice by certified mail thereof, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall not be obligated to at any time thereafter) make such payment for the account and at the expense of Tenant. All sums to be paid by Landlord, and all costs and expenses so incurred, including reasonable attorney fees, shall accrue interest at the rate of ten (10%) percent per annum, but not in excess of the highest rate allowed under the laws of the State of Georgia from the date

of payment of incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand.

19. Landlord's Right to Cure Defaults. If Tenant fails to perform any agreement or obligation on its part to be performed under this Lease, Landlord shall have the right (a) if no emergency exists, to perform the same after giving 10 days' notice to Tenant; and (b) in any emergency situation, to perform the same immediately without notice or delay. For the purpose of rectifying Tenant's defaults as aforesaid, Landlord shall have the right to enter the Premises. Tenant shall on demand reimburse Landlord for the costs and expenses incurred by Landlord in rectifying Tenant's defaults as aforesaid, including reasonable attorneys' fees. Except for negligence and/or willful misconduct by Landlord, Landlord shall not be liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to Tenant or anyone holding under Tenant for any action taken by Landlord pursuant to this Paragraph.

20. Acceptance of Rent After Termination. No receipt of monies by the Landlord from the Tenant after the termination of this Lease or the giving of notice of an intention to terminate shall reinstate, continue or extend the term of this Lease or affect any notice given to Tenant prior to the receipt of such money, it being specifically agreed that after service of a notice of the commencement of a suit or after any judgment for possession of the Premises, the Landlord may receive and collect any rent due and the payment thereof shall not waive or affect the notice, suit, or judgment.

21. Re-letting by Landlord. In the event of a default by the Tenant under Paragraph 18 above, the Landlord may, with or without terminating this Lease (at Landlord's option), enter into the Premises, remove the Tenant's property and signs therefrom and re-let the same as Landlord (or for the account of the Tenant) for such rent and upon terms, as shall be satisfactory to the Landlord, without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by the Tenant during the full term of this Lease and for the purpose of re-letting the Landlord is authorized to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient, and Tenant agrees to indemnify, to the extent permitted by law and without waiving sovereign immunity, Landlord from all loss and damage which Landlord may suffer by reason of such action, whether through inability to re-let the Premises or through decrease in rent or otherwise, and in such event Landlord may, at its option, declare the entire amount of the rent which would become due and payable during the remainder of the term of this Lease to be due and payable immediately, discounted to present value at the rate of interest agreed on by the parties, or, if there is no such agreement, at the rate of seven (7%) percent per annum, in which event, Tenant agrees to pay the same to Landlord, or its agent, together with all rents theretofore due; provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of the said terms. Upon making such payment, Tenant shall receive from Landlord all rents received by Landlord from other

tenants on account of said Premises during the term of this Lease less the cost of re-letting, or alterations and repairs that Landlord deems necessary; provided, however, that the monies to which the Tenant shall so become entitled shall in no event exceed the entire amount payable by Tenant to Landlord under the preceding sentence of this Paragraph.

22. **Landlord's Rights Cumulative.** The right in Landlord to terminate this Lease as herein set forth is in addition to and not in exhaustion of such other rights that Landlord has or causes of action that may accrue to Landlord because of Tenant's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise or pursuit by Landlord of any of the rights or causes of action accruing hereunder shall not be an exhaustion of other rights or causes of action that Landlord might otherwise have.
23. **No Waiver.** No waiver of any condition expressed in this Lease shall be implied by any neglect of Landlord to exercise his remedies under this Lease on account of the violation of such condition, and no express waiver shall affect any condition other than the one specified in such waiver, and that condition only for the time and in the manner specifically stated. No waiver by Landlord of his right to or failure by Landlord to exercise his right to terminate this Lease on account of a violation of a condition of this Lease shall affect Landlord's right to terminate this Lease for any later breach of the same or another covenant or conditions.
24. **Attorney's Fees.** Both Landlord and Tenant agree to pay all reasonable attorney's fees and expenses, including, without limitation, court costs, incurred by the prevailing party in enforcing any of the obligations of the other party under this Lease, or in any litigation or negotiation in which either party shall, without his fault, become involved through or on account of the other under this Lease.
25. **Holdover.** Tenant shall pay to Landlord a monthly sum equal to the rent specified in this Lease plus twenty percent (20%) thereof for each month that Tenant holds the Premises after expiration or termination of this Lease without authorization by Landlord. This sum shall be liquidated damages for the wrongful holding over. Tenant shall acquire no additional rights, title, or interest to the Premises by holding the Premises after expiration or termination of this Lease and shall be subject to legal action by Landlord to obtain the removal of Tenant.
26. **Indemnity and Tenant's Liability Insurance.**
- a) **Tenant is self-insured and has provided Landlord with acceptable and approved evidence of self-insurance. To the extent that the terms of self-insurance change during the Term of this Lease to not cover general liability of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) aggregate with respect to personal injury or death, and One Hundred Thousand Dollars (\$100,000) with respect to property damage (collectively the "Minimum Coverage"), then in such event, Tenant will notify Landlord of such change and shall obtain a public liability**



insurance policy for the Minimum Coverage listing Landlord as an additional insured.

- b) To the extent permitted by law and without waiving sovereign immunity,** Tenant agrees to indemnify and save Landlord harmless, except in the event of willful or negligence on the part of the Landlord, its employees or agents, against any and all claims, demands, damages, costs and expenses including reasonable attorney's fee for the defense thereof, arising from the conduct or management of the business conducted by the Tenant in or from the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act of negligence of Tenant, its agents, contractors, servants, employees, subtenants, concessionaires or licenses, in or about the Premises.
- c) All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of Tenant.** Tenant agrees to pay and discharge any mechanic's, materialman's or other lien against the Premises or Landlord's interest therein claimed, in respect of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon the request of Tenant, provided that Tenant may contest such lien claims, upon furnishing to Landlord such indemnification for the final payment and discharge thereof, together with the costs and expenses of defending the same, as Landlord may reasonably require.
- d) Landlord shall not be liable to Tenant or other person for any damage occasioned by plumbing, electrical, gas, water, steam or other utility pipes systems and facilities, or by the bursting, stopping, leaking or running of any tank washstand, closet or waste or other pipes in or about the Premises or the Business Park of which they are a part, unless resulting from Landlord's act or neglect; nor for any damage occasioned by water being upon or coming through the roof, skylight, vent, trapdoor or otherwise unless resulting from Landlord's act or neglect; nor for any damage arising from any acts of neglect of co-tenants or other occupants of the Business Park or of adjacent property, or the public.**

Tenant shall within 24 hours after the occurrence of any casualty damage to or accidents in the Premises, give Landlord notice of such casualty damage or accident.

27. Limitation of Liability. Tenant agrees that the liability of Landlord, under this Lease and all matters pertaining to or arising out of the tenancy and the use and occupancy of the Premises, shall be limited to Landlord's interest in the Business Center, Building and/or Premises and in no event shall Tenant make any claim against, except for recovery against any eligible proceeds of Landlord's insurance policies, or seek to impose any personal liability upon any general or limited partner of Landlord, or any principal of any firm or corporation



that may hereafter be or become the Landlord, except for recovery against any eligible proceeds of Landlord's insurance policies.

- 28. Destruction, Fire and other Casualty.** In the event the Premises is so damaged by fire or other casualty that rebuilding or repairs cannot be completed, in the opinion of the Landlord, within 90 days from the date of the fire or other casualty, then either Landlord or Tenant may terminate this Lease, in which event rent shall be abated from the date of such damage or destruction. However, if the Premises are damaged by fire or other casualty and if the damage or destruction is such, in the option of the Landlord, that rebuilding or repairs can be completed within 90 days, then the Landlord may either make such repairs with diligence and shall allow Tenant a proportionate abatement in the rent for such time as the Premises, or the portion thereof, shall be untenable and Tenant covenants and agrees that the terms of this Lease shall not be otherwise affected, or terminate this Lease effective as of the date of fire or other casualty by giving Tenant notice of such termination within 15 days after the fire or other casualty. However, if the damage or destruction was caused by fault or neglect of Tenant, there shall be no abatement for rent. In lieu of abatement of rent while the Premises are being repaired, Landlord, at its option, shall bear the expense of moving the personal property of Tenant from Tenant's space to a temporary space reasonably acceptable to Tenant and back again when said repairs are completed. However, Landlord shall not be required to see that the said personal property is situated in Tenant's temporary space in exactly the same way it was situated in Tenant's regular office space.
- 29. Waiver of Subrogation.** The Landlord, Tenant, and their respective property insurance carriers, if applicable, agree to waive all subrogation rights for destruction or damage to the Premises or its contents, or to other portions of the Business Park. If the Landlord and/or Tenant purchased property insurance, they shall furnish evidence of the waiver of subrogation to the other party.
- 30. Eminent Domain.** If the whole or any part of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then, and in that event, the term of this Lease shall cease and terminate as of the date of such taking or condemnation, and the entire amount of the condemnation award shall be paid to Landlord. The current rent, however, shall in such case be apportioned from the date of such taking or condemnation. Provided, however, that in the event only a portion of the Premises is taken and the Premises is still usable for the purposes herein leased, Landlord, at his option, may terminate this Lease, or Landlord may continue this Lease and the rent shall be decreased pro rata from the date of such taking or condemnation to reflect the space no longer usable by Tenant on account of such taking or condemnation. In no event shall Tenant be entitled to claim any portion of the proceeds from any condemnation or eminent domain proceedings respecting the Premises or the Business Park. Nothing herein shall preclude Tenant from presenting any claim or receiving

a settlement with regard to or directly against the condemning authority for loss of business, and/or damage to and cost of removal and relocation of Tenant's property.

- 31. End of Term.** Tenant shall, at the termination of this Lease, by lapse of time or otherwise, return the Premises to the Landlord in as good condition as when received, loss by normal wear and tear excepted, and cleared of all persons and property except as otherwise provided, together with all keys thereto. Tenant shall continue to be responsible for rent or damage caused by failure to make proper delivery of the Premises, together with the keys of same. Subject to Tenant's rights under Section 11(b) to remove trade fixtures, equipment, and other items of personal property not constituting a part of the freehold, all fixtures and improvements in or upon the Premises and equipment or appliances attached to the Premises and not removed pursuant to Section 11(b) by Tenant, whether placed there by Landlord or Tenant, shall remain upon the Premises without compensation, allowance, or credit to Tenant provided, however, if prior to such termination or within 10 days thereafter Landlord so directs by notice, Tenant shall promptly remove and repair any damages in connection with the installation and removal of any installation, addition, fixtures and improvements placed in the Premises by Tenant without Landlord's approval. If Tenant shall not remove all effects from Premises as above agreed, the Landlord may, at his option, remove and store the same without liability to the Tenant for loss thereof, and Tenant shall pay Landlord at demand any and all expenses incurred in the removal and storage of said effects for any length of time during which the same shall be in the Landlord's possession; or, Landlord, at his option, without notice, may sell the effects or any of the same for such price as the Landlord deems best and apply the proceeds of the sale upon any amounts due under the Lease, including the expenses of removal and sale.
- 32. Air Rights.** It is understood and agreed that this Lease does not grant any rights to light and air over the Premises or the Building.
- 33. Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the rent and additional rent and complying with the terms, covenants and conditions herein contained, shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid.
- 34. No Representations.** Neither Landlord nor Landlord's agent has made any representations or promises, except such as are contained herein or endorsed hereon, to the Tenant respecting the condition of the Premises or any other matter or thing relating to the Premises or the Lease. The taking possession of the Premises by the Tenant shall be conclusive evidence against the Tenant, or anyone holding under this Lease that the Premises were in good and satisfactory condition when possession of the Premises was so taken.
- 35. Brokerage Commission.** Upon the execution of this Lease by both parties and the occupancy of the Premises by the Tenant, Landlord agrees to pay Tenant's Agent a leasing commission, per listing agreement. Landlord and Tenant agree to indemnify and hold the other harmless

against any loss, liability, damage, cost, or expense (including attorneys' fees and costs of litigation), or any claim therefore, for any leasing or other commissions, fees, charges, or payments resulting from or arising out of their respective actions in connection with this Lease except as to Broker(s). Commissions are to be paid by the Landlord.

36. **No Option.** The submission of this Lease to Tenant for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective only upon execution and delivery thereof by Landlord.

37. **Notices.** Any notices required or permitted to be given hereunder shall be deemed sufficient if given by communication in writing, sent by: (i) a nationally recognized overnight delivery service, addressed to such party at the address specified below or (ii) United States mail, postage prepaid and certified to such party at the address specified below:

a) To Agent: **Regular Mail** / Reese & Company, P.O. Box 23588, Savannah, GA 31403.
Courier / Reese & Company, 2000 Business Center Dr., Ste. 230, Savannah, GA 31405.

b) To Tenant:

**City Manager
City of Savannah
PO Box 1027
Savannah, GA 31402**

**Bates Lovett, City Attorney
City of Savannah
PO Box 1027
Savannah, GA 31402**

**David Keating, Senior Director of Real Estate Services
City of Savannah
PO Box 1027
Savannah, GA 31402
dkeating@savannahga.gov
912-651-6524 (phone)**

Notice shall be deemed given as follows: if by United States Mail, three (3) days from the date of postmark; and if by overnight mail, one (1) day from the date sent.

c) Or to such address, in either case, as such party may designate to the other in writing as above set forth.

38. **Sundry Charges.** It is further understood and agreed between the parties hereto that any charges against the Tenant by the Landlord for supplies, services, or for work done on the Premises by order of the Tenant or otherwise accruing under this Lease shall be considered as additional rent due and shall be included in any lien for rent due and unpaid.

39. **Signs, Carding.**

- a) Tenant shall not paint or place signs, placards or other advertisement upon or in the windows of the Premises, upon the outside walls or the roof of the Premises or Building, or any other part of the real estate except with the specific written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event the Tenant places any sign, placard or advertisement in or around the Premises or the real estate in violation of this Paragraph, Landlord may, in addition to any and all other remedies available hereunder, at law or in equity, remove such sign, placard or advertisement without being liable to Tenant or any other party for entry into the Premises for purposes of such removal or for damages to such sign, placard or advertisement or to the property to which it was affixed or attached.
- b) Except as stated in Paragraph 39.f., in no event shall the Landlord have any responsibility for installing signs, placards or other advertisement for Tenant or be responsible for the cost of any signs, placards or advertising, for or of Tenant. Landlord reserves the right to change the name of the Building and the Business Park at any time, and in addition, the right to erect signs, permanent or temporary as to such name or the leasing of the Building.
- c) The sign criteria are specified in Exhibit "D" attached hereto and shall become part of this Lease.
- d) Tenant shall within 60 days after taking occupancy provide Landlord with its proposed initial signage.
- e) Tenant shall have 60 days after Landlord's written approval of signage to erect its signage at locations designated by Landlord in accordance with Paragraph 38.a, which such approval shall not be unreasonably withheld, conditioned or delayed.
- f) Landlord, at Tenant's expense, shall provide and cause to be erected a Tenant sign at the ~~entrance~~ entrance to the Building and a Tenant suite sign with the Tenant's address on the Building, properly numbered and lettered in accordance with Exhibit "D" attached hereto. **Tenant shall pay to Landlord \$900** concurrently with the signing of the Lease, the approximate cost of Tenant's signage, together with camera ready art work indicating the correct design and proportions. The balance of the cost to be invoiced or refunded to Tenant.

40. Access to Premises. Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through walls which bound or are within the Premises. Landlord or Landlord's agent shall have the right to enter the Premises at reasonable intervals upon prior notice to inspect and examine the same for purposes, without limitation, of ascertaining whether Tenant is maintaining the Premises as required hereunder and of maintaining the security of the Building; to show the Premises to prospective purchasers of the Business Center; and to make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material and equipment into



and upon the Premises that may be required therefore. During the three (3) months period prior to the expiration of the term of this Lease, or any renewal term, Landlord may exhibit the Premises to prospective tenants. In an emergency, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefore. (If, during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability for the care, supervision or repair of the Building or any part thereof, other than as herein provided.

41. Damage or Theft of Personal Property. Except as caused by Landlord's gross negligence or intention action, all personal property brought into the Premises shall be at the risk of the Tenant only, and Landlord shall not be liable for theft thereof or any damages thereto occasioned from any act of co-tenants, or other occupants of the Building or any other person.

42. Mortgagee's Rights.

a) This Lease shall be subject and subordinate to any deeds of trust, deeds to secure debt, security deeds, or mortgages, or to any liens resulting from any other method of financing or refinancing now or hereafter encumbering all or any part of Premises, the Building or the Real Estate, including any ground lease, and to all advances made or hereafter to be made upon the security thereof, or renewals or extensions of all or any part thereof (which security instrument or instruments are hereinafter collectively referred to as the "mortgage"); provided such is (are) granted by the Landlord, its successors and/or assigns. Tenant may not grant any such mortgage or otherwise encumber in any way its interest hereunder, without the specific written consent of Landlord. This provision shall be self-operative, and no further instrument of subordination shall be required by any of the grantees in the mortgage (hereinafter referred to as a "mortgagee"). However, the Tenant, upon request of any party in interest, shall execute within 10 days such instruments to carry out the intent hereof as shall be required by the Landlord.

b) Within 10 days after receipt of request therefore by Landlord, the Tenant agrees to execute and deliver in recordable form an estoppel certificate to any mortgagee, proposed mortgagee, purchaser, proposed purchaser or Landlord certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, that the same is in full force and effect as modified and stating the modification); that there are no defenses or offsets against the enforcement thereof or stating those claimed by the Tenant; and stating the date to which rents and other charges have been paid. Such certificate shall also include such other information as may be reasonably required by mortgagee.



- c) In the event of any foreclosure sale, sale under power of sale under the mortgage, or sale in lieu of foreclosure or sale under any such mortgage, this Lease shall, so long as Tenant is not then in default, continue in full force-and effect, and Tenant will, upon request, attorn to and acknowledge said purchaser as Landlord hereunder, and Tenant's rights hereunder shall continue without disturbance or interruption.
- d) If, in connection with obtaining any financing for the Real Estate or the Building by the Landlord, a lender (a bank, insurance company, or other recognized institutional lender) shall request reasonable modifications in this Lease as a condition to such financing, Tenant shall not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely, affect the interest of Tenant in, the Premises hereunder.

43. Set Off and Delivery of Possession. This Lease and the obligations of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is delayed in supplying any service to be supplied by Landlord, or is unable to make or is delayed in making any repairs, additions, alterations or decorations to the Premises or is unable to supply or is delayed in supplying any equipment or fixture, and Tenant shall have no right to set off or deduct any claims it may have against Landlord for any reason whatsoever against the rents and other amounts payable by Tenant hereunder. If Landlord is unable to deliver possession of the Premises to Tenant on or before the Commencement Date because of the retention of possession thereof by parties other than Landlord, or because the Premises are not ready for occupancy by Tenant, then Landlord shall not be liable to Tenant in damages, and this Lease shall not terminate, except as provided in Paragraph 8, provided that Landlord shall transfer to Tenant any rights of Landlord against the person retaining possession of the Premises.

44. . INTENTIONALLY OMITTED.

45. Occupancy Permit. Upon execution of this Lease, Landlord expressly covenants and agrees that on or before occupying the Premises, it shall apply for and pay for a Chatham County Occupancy Permit, if required, and furnish copy of same to Tenant.

46. Disclaimer. John S. Reese (B6970) of Reese & Company (H46217) is a Real Estate Broker, licensed in the states of Georgia and South Carolina.

47. Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then



performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Paragraph shall not operate to excuse Tenant from prompt payment of rental and/or additional rent.

48. **No Modification.** This Lease and the Exhibits attached hereto are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations, and representations between the parties having been incorporated herein. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. A written instrument signed by all of the parties hereto or their authorized agents can only modify this Lease.
49. **Transfer by Landlord.** In the event of any sale transfer or other disposition of all or any portion of Landlord's interest in the Premises, Landlord shall automatically and without any further act or instrument be released and relieved of and from any and all obligations and liabilities of Landlord accruing from and after the date of such transfer and in such event Landlord's successor or transferee by accepting such sale, transfer and assignment shall hereby automatically assume and be liable for all obligations and liabilities of Landlord which accrue from and after such sale or transfer and Tenant agrees to look solely to such successor or transferee for the performance of any such duties and obligations and in satisfaction of all such liabilities under this Lease.
50. **Severability.** If any clause or provision of this Lease Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and that in lieu of each clause or provision of this Lease Agreement which is illegal, invalid or unenforceable, there shall be added as a part of this Lease Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
51. **Paragraph Headings.** The Paragraph headings are intended to be solely a matter of convenience, and shall in no way define, limit, describe the scope, meaning or intent of the Paragraphs of this Lease.
52. **Rules and Regulations.** It is mutually agreed that all the rules and regulations attached hereto as Exhibit "E" are incorporated herein by reference and made a part of this Lease, and the Tenant covenants and agrees that he and his servants and agents will at all times, observe, perform and abide by said rules and regulations, and any violation thereof shall be a breach of this Lease at the option of the Landlord.



53. Waste, Hazardous Waste, Governmental Regulations.

- a) Asbestos Representation. Landlord represents that to the best of its knowledge no asbestos-containing materials are incorporated into any structural or nonstructural members, parts of fixtures (such as roofs, ceilings, walls, floors, ducts, piping insulation, boilers, and coverings of any kind) of which the Premises or of any common area of the property of which the Premises are a part. Landlord represents that it has made Tenant aware of any knowledge or studies (such as engineering reports, asbestos assessments, abatement reports, Operating and Maintenance Plants, etc.) which it possesses regarding the presence or absence, historically or otherwise, of asbestos-containing materials in or about the Premises.
- b) Contamination from Hazardous Material.
- i) Tenant represents and warrants that:
- (1) It will not contaminate or allow the contamination of the Premises by hazardous materials, hazardous substances, hazardous wastes, petroleum products, toxic substances, wastes or any contaminants (collectively, "Hazardous Materials");
 - (2) During the Term of this Lease, it will at all times be in compliance with all applicable federal, state, and local safety, health, environmental and sanitation laws, rules, regulations, and ordinances;
 - (3) It will not dispose of or store any Hazardous Materials of any kind and shall not dispose of, store, or permit the disposal or storage of any wastes of any kind, whether hazardous or not, on, in or under said Premises, except any Hazardous Materials that are lawfully permitted and generally recognized as necessary and appropriate for Tenant's business.
- ii) Landlord represents and warrants that:
- (1) The Premises are free of contamination from Hazardous Materials and in compliance with all federal, state, and local safety, health, environmental and sanitation laws, rules, regulations, and ordinances;
 - (2) It has not allowed the disposal of or stored any Hazardous Materials of any kind, and shall not dispose of any Hazardous Materials of any kind, on, in or under said Premises.
 - (3) Both Landlord and Tenant agree to promptly provide the other with copies of any notices of violation, notices of responsibility or demands for action received from any federal, state, or local authority or official in connection with the presence of Hazardous Materials in or about the Premises.



iii) To the extent permitted by law and without waiving sovereign immunity, Tenant hereby agrees unconditionally and absolutely to defend, discharge, indemnify and hold harmless Landlord and its directors, officers, employees, agents, and affiliates, and their respective directors, officers, shareholders, agents and employees from and against any and all damages, penalties, fines, losses, liabilities, causes of actions, judgments, suits, claims, demands, costs and expenses (including all litigation costs and expenses, the reasonable fees and expenses of counsel, and the costs and expenses of any environmental investigation and cleanup) of any nature directly or indirectly arising out of or relating to:

- (1) The inaccuracy or incompleteness of any of Tenant's representations, as stated in Paragraph 52.b.i;
- (2) The existence on, in or under the Premises or migration from the Premises of Hazardous Materials during the Term of this Lease arising from any use, storage, generation, disposal, or any other act or omission of Tenant, its agents, employees or invitees; and
- (3) Any failure by Tenant to comply with any federal, state, or local law, regulation, or ordinance.

iv) Landlord hereby agrees unconditionally and absolutely to defend, discharge, indemnify and hold harmless Tenant and its directors, officers, employees, agents, and affiliates, and their respective directors, officers, shareholders, agents and employees from and against any and all damages, penalties, fines, losses, liabilities, causes of actions, judgments, suits, claims, demands, costs and expenses (including all litigation costs and expenses, the reasonable fees and expenses of counsel, and the costs and expenses of any environmental investigation and cleanup) of any nature directly or indirectly arising out of or relating to:

- (1) The inaccuracy or incompleteness of any of Landlord's representations, as stated in Paragraph 52.b.ii;
- (2) The existence, use, generation, migration, storage, release, threatened release, or disposal of Hazardous Materials on, onto, in, into from or under the Premises: (a) before the date of this Lease; (b) at any time arising from any act or omission natural occurrence or condition existing before the date of this Lease; or (c) at any time from any act or omission of Landlord, its agents, employees or invitees; and
- (3) Any failure by Landlord to comply with any federal, state, or local law, regulation, or ordinance.



(4) The Premises shall not include any soil beneath the surface of the Premises, groundwater, or any subsurface structure, object, fixture or device other than utility lines, which are necessary for the use of the Premises by Tenant. The Premises shall specifically exclude: (a) the soil beneath the surface of the property; (b) underground storage tanks and associated piping; (c) buried drums or other containers; and (d) abandoned septic and sewer lines.

54. Execution of Lease. This Document shall not be a valid agreement which is binding on either Party hereto until at least one (1) counterpart, executed by duly authorized representatives of Landlord and Tenant, has been delivered by each Party to the other.

55. Special Stipulations. None.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LANDLORD

Lee, West & Walsh, LP

Lee West and Walsh LP

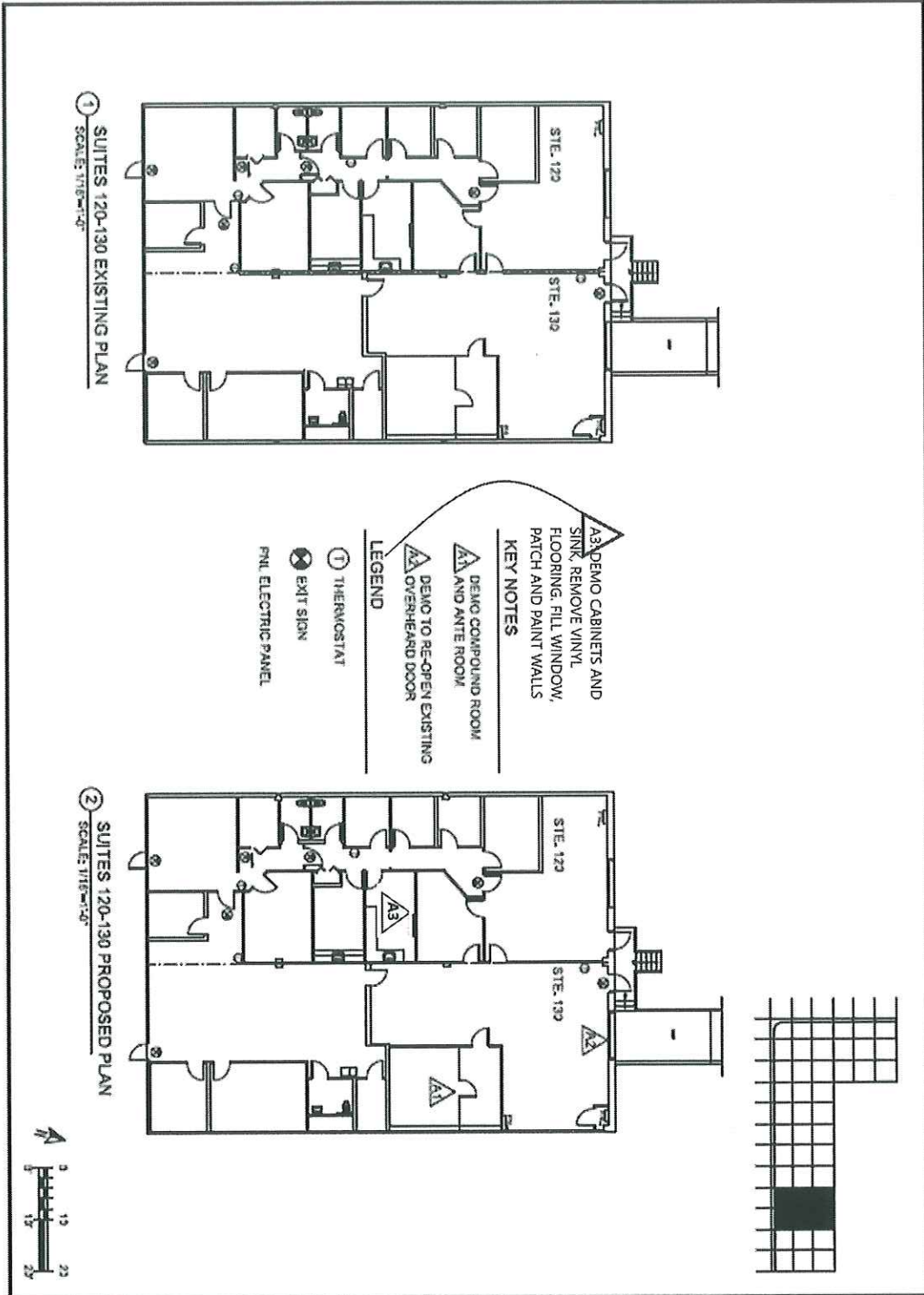
By: *Rebecca L. West*
Rebecca L. West

TENANT

The Mayor and Aldermen of the City
of Savannah

By: _____
Joseph A. Melder, City Manager

EXHIBIT A
Floor Plan



<p>REESE TENANTS 1000 BUSINESS CENTER DRIVE SAVANNAH, GA 31405</p>	<p>DATE: 11/11/10 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: 1/16"=1'-0"</p>	<p>PROJECT: [Name] SHEET: A1.1</p>	<p>APPROVED [Signature] DATE: 11/11/10</p>

[Handwritten signature]

EXHIBIT B
WORKLETTER AGREEMENT

THIS WORKLETTER AGREEMENT (this “Workletter”) is attached to and made a part of the lease agreement (the “Lease”) dated as of _____ 2023, between **Lee, West & Walsh, LP Park, LP**, as Landlord, and **City of Savannah**, as Tenant. This Workletter sets forth the terms and conditions relating to the construction of the Premises. (Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Lease.)

I. **GENERAL AGREEMENT**

The purpose of this Workletter is to (a) set forth the process by which the Premises (as defined in Section 5 below) is to be constructed; (b) establish the obligations of the parties with respect to the construction of the Premises; and (c) set forth the time schedule for completion of the construction of the Premises.

II. **LANDLORD AND TENANT PRE-CONSTRUCTION OBLIGATIONS**

a. Landlord will cause its engineer to deliver to Tenant for its review a preliminary floor plan (the “Floor Plan”) for Suite 120-130. The Floor Plan will be submitted to the appropriate Chatham County Government boards for approval, if required. The approved Floor Plan will be used to prepare the Construction Document (defined below).

b. Landlord will cause its engineer to prepare and deliver to Tenant no later than the “Construction Document Delivery Date” (as such date is specified below in Section III hereof), a Floor Plan and specifications for Suite 120-130 sufficient to obtain competitive bids, which drawing shall include the information described in Section V below (“Construction Document”).

c. On or before the “Construction Document Review Date” (as such date is specified below in Section III hereof), Tenant will review the Construction Document and shall notify Landlord of its approval of the Construction Document or of any required changes to the Construction Document.

d. Upon receipt of Tenant’s comments, if any, to the Construction Document, Landlord will cause its engineer to revise the Construction Document to incorporate Tenant’s comments and shall resubmit the Construction Document to Tenant on or before the Construction Document Revision Date (as set forth below in Section III hereof).

e. Landlord will promptly submit the Construction Document to the Chatham County Government for a building permit, if required and Landlord will begin construction within 5 days after obtaining the building permit.

III. **SCHEDULE OF CRITICAL DATES**

The following is a schedule of certain critical dates relating to the respective obligations of the parties in connection with the construction of the Premises. The critical dates, the specific references (e.g.

the “Construction Drawings Delivery Date”) and the respective obligations of Landlord and Tenant are more fully described in the chart below.

All references to days shall mean calendar days, not working or business days.

<u>Reference</u>	<u>Responsible Party</u>	<u>Due Date</u>
Premises Delivery Date (defined in Section IV.b below)	Landlord	Within 90 days after full execution of this Lease
“Construction Document Delivery Date”	Landlord	No later than 5 days after full execution of this Lease
“Construction Document Review Date”	Tenant	Within 5 days after Landlord submits Construction Document
“Construction Document Revision Date”	Landlord	Within 5 days after Landlord receives Tenant’s comments on Construction Document
“Begin Construction Date”	Landlord	Within 5 days after Landlord receives a building permit

IV. CERTAIN PROVISIONS RELATING TO CONSTRUCTION

a. Unless Landlord otherwise agrees, Tenant shall not have access to the Premises, or be allowed to commence work therein, until Landlord releases the Premises to Tenant, and Tenant accepts early access to the Premises from Landlord. Tenant’s acceptance of the Premises shall constitute Tenant’s acknowledgment of the good condition of the Premises and Tenant’s acknowledgment that all of Landlord’s Work has been completed as required by this Workletter and the Lease. Tenant hereby acknowledges and agrees that its early access to the Premises shall be (i) subject to all of the terms and conditions of the Lease (except the obligation to pay Base Rent).

Pursuant to Section 8 of the Lease, Landlord will (1) paint the premises and professionally clean all flooring (tile & carpet); (2) remove the “Clean Room” and repair/replace ceiling and floor tiles as needed due to the removal; (3) re-open access to enclosed step-truck dock door; and (4) retain all existing office furniture from previous tenant; and (5) Demo and remove cabinets and vinyl flooring per “A3” on the space plan.

b. “Premises Delivery Date” shall mean the date on which Landlord delivers the Premises to Tenant.

c. The Commencement Date” shall have the meaning ascribed to it in Paragraph 2.a. of the Lease.

V. MINIMUM INFORMATION REQUIRED OF THE CONSTRUCTION DOCUMENT

a. Fixed walled offices, by dimension, wall type (half wall, full height, insulated, etc.) and location (exterior or interior).

- b. Fixed wall conference and meeting rooms, by dimension, height and location (exterior or interior).
- c. Areas that require special, supplemental or 24-hour ventilation or air conditioning.

The Construction Document shall provide architectural floor plans of the Premises. The Plan must be labeled, titled and dated and drawn at 1/8" scale. The following information must be provided on the drawings:

VI. SUBSTANTIAL COMPLETION

- a. Definition Of Substantial Completion Of Premises. For the purposes of the Lease and this Workletter, "substantial completion of the Premises" shall mean completion of the Construction of the Premises pursuant to the Final Plans, with the exception of any punch list items, furniture, fixtures, work-stations, built-in furniture or equipment, and tenant improvement finish items and materials that are not available within a reasonable time given the anticipated date of the Commencement Date.
- b. Miscellaneous.
 - 1. Tenant's Representative. Tenant has designated David Keating as its sole representative with respect to the matters set forth in this Workletter, who, until further notice to Landlord, shall have full authority to act on behalf of Tenant as required in this Workletter, and responsibility for Tenant's compliance with its provisions.
 - 2. Landlord's Representative. Landlord has designated John S. Reese as its Project Manager and sole representative with respect to the matters set forth in this Workletter, who, until further notice to Tenant, shall have full authority to act on behalf of Landlord as required in this Workletter, and responsibility for Landlord's compliance with its provisions.
 - 3. Tenant's Lease Default. Notwithstanding any provision to the contrary contained in the Lease, if a default in Tenant's obligations under the Lease or under this Workletter occurs and continues at any time prior to substantial completion of the Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Tenant shall be responsible for any delay in the substantial completion of the Premises caused by such work stoppage, such delay shall not delay the Commencement Date, and (ii) all other obligations of Landlord under the terms of this Workletter shall be forgiven until such time as such default is either cured pursuant to the terms of the Lease or the obligation is waived by the appropriate party (in which event, Tenant shall be responsible for any delay in the substantial completion of the Premises caused by such inaction by Landlord and such delay shall not delay the Commencement Date).
 - 4. Notice of Completion. Promptly upon completion of the Premises, Landlord shall cause a notice of completion to be recorded in the appropriate government office in accordance with applicable laws, if required.
 - 5. Delays in Work. Any delay or delays in the substantial completion of the Premises or in the occurrence of any other conditions precedent to the Commencement Date (as defined in Paragraph 2 of the Lease) as a direct, indirect, partial or total result of any of the following shall constitute a "Tenant Delay" under this Workletter and the Lease:

- (i) Tenant's failure to furnish the Plans or revisions thereto as and when required hereby;
- (ii) Landlord's stoppage of the performance of the Premises pursuant to Section 3 above;
- (iii) Tenant's request for changes in the Premises or the Final Plans, notwithstanding Landlord's approval of any such changes;
- (iv) Tenant's failure to comply with the terms of this Workletter or the Lease;
or
- (v) Modifications made to the base, core, shell or any structural aspect of the Premises for the purpose of accommodating Tenant;

In the event of the occurrence of a Tenant Delay, then, notwithstanding anything to the contrary set forth in this Workletter or the Lease and regardless of the actual date of the substantial completion of the Work, the Lease Commencement Date shall not be delayed and shall be deemed to be the date on which the Lease Commencement Date would have occurred if no Tenant Delays had occurred, in Landlord's sole judgment.

- c. Time of the Essence. Time is of the essence of the performance of Tenant's obligations under this Workletter.
- d. Initial Improvements Only. This Workletter is applicable only to the Premises in connection with the initial construction of the Premises and is not applicable to any modifications or alterations to the Premises during the Term, any space added to the original Premises at any time or from time to time, whether by any option under the Lease or otherwise or to any renewals or extensions of the original Term.
- e. Force Majeure. The time within which Landlord or Tenant is obligated hereunder to construct, repair, or perform any act or obligation (except the payment of rent) required under the terms of this Lease shall be reasonably extended (except with respect to the time periods relating to the commencement of the Term) and the performance excused when the delay is occasioned by strikes, threats of strikes, lockouts, war, threats of war, bombing, insurrection, invasion, acts of God, calamity, violent action of the elements, fire, acts of terrorism, action or regulation of any governmental agencies, laws, or ordinances, impossibility of obtaining materials, and other circumstances beyond the reasonable control of the obligated party (collectively, "Force Majeure"), but only to the extent that the Force Majeure event actually continues to delay performance.
- f. Notices. All notices given by either party to the other under this Workletter shall be delivered in accordance with the terms of the Lease.

EXHIBIT C
CERTIFICATE OF COMMENCEMENT

THIS CERTIFICATE OF COMMENCEMENT (this "Certificate") is made this _____ day of _____, 2023, by and between **City of Savannah** ("Tenant"), and **Lee, West & Walsh, LP** ("Landlord").

WHEREAS, pursuant to a lease (the "Lease") dated _____ 2023 between Landlord and Tenant, Tenant leased certain building located at **Suite 120-130, 1000 Business Center Dr., Savannah, Chatham County, GA 31405** (the "Premises"); and

WHEREAS, Landlord and Tenant desire to confirm the Commencement Date of the Term, the area of the Premises, and the Base Rent for the initial Term;

NOW, THEREFORE, in consideration of the covenants and agreements contained in the Lease, Landlord and Tenant hereby acknowledge and agree as follows (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease):

1. Pursuant to Exhibit "B" to the Lease, Landlord has constructed the Premises, the Work is Substantially Complete, Landlord has obtained a certificate of occupancy, and Landlord has delivered possession of the Premises to Tenant.
2. Pursuant to Paragraph 2 of the Lease, the Commencement Date occurred _____, and the initial Term shall expire _____.
3. Pursuant to Paragraph 1 of the Lease, the Premises contain **5,040** square feet of floor area.
4. The Base Rent for the initial Term shall be **\$90,720**. The monthly installment of Base Rent is **\$7,560**.
5. Except as expressly provided herein, all other terms, covenants, and conditions of the Lease shall remain the same, in full force and effect, and are hereby ratified. Unless otherwise provided herein, capitalized terms shall be as defined in the Lease.
- 6.

IN WITNESS WHEREOF, the parties have executed this Certificate as of the day and year first set forth above.

City of Savannah

By: _____

Lee, West & Walsh, LP

By: _____



EXHIBIT D
Signage

All approvals by Landlord described below shall not be unreasonably withheld, conditioned or delayed.

This criterion establishes the uniform policies for all Tenants' sign identifications within Parkway Center I and II. This criterion has been established for the purpose of maintaining the overall appearance of the Business Park. Conformance will be strictly enforced. Any sign installed that does not conform to the sign criteria will be brought into conformity at the expense of the Tenant.

A. GENERAL REQUIREMENTS

1. A drawing of the size and shape of the approved signage is shown on attached pages. The Tenant shall pay for Lettering and installation.
2. Landlord shall approve all copy and logo design prior to the installation of the sign.
3. Landlord shall direct the placement of all Tenant signs and the method of attachment to the Building.
4. All signs must be approved by Landlord which shall be constructed by a sign company approved by Landlord which for the purpose of this Lease shall be the sign company referred to below. The cost of installation of such signs shall be under direction of the general contractor.
5. Tenant signage shall be approved by Landlord and ordered within three (3) weeks of the signing of the Lease.
6. Tenant shall be responsible for the fulfillment of all requirements for these criteria.

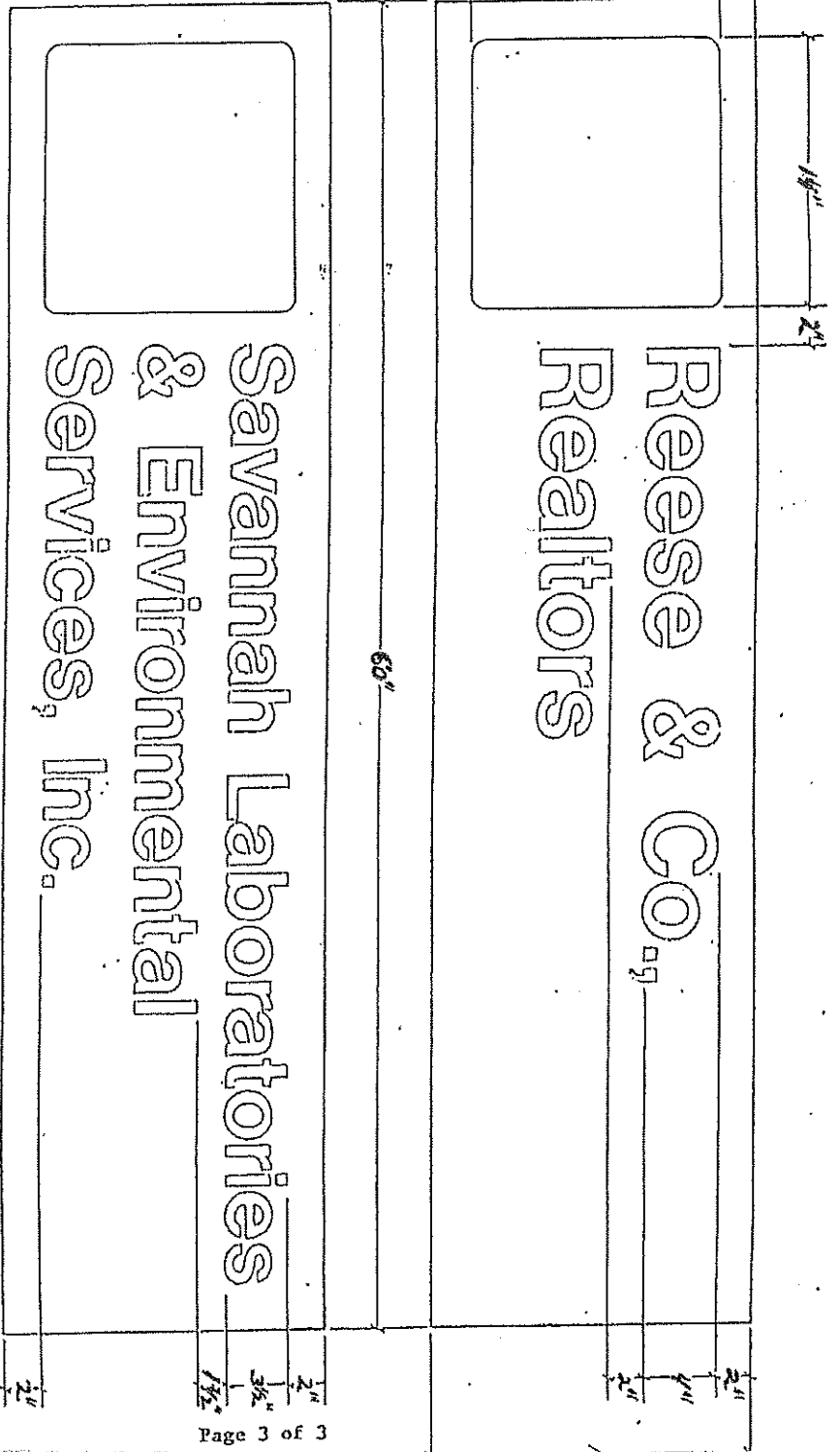
B. GENERAL SPECIFICATIONS

1. The sign's dimensions shall be 18" H, and 72" L.
2. Tenant shall be allowed one primary sign and glass lettering at front entrance regardless of size of occupancy.
3. All sign lettering shall be four (4) inches in height and white in color. (Letter size may be reduced to fit when necessary.) No other color shall be allowed. Tenant's logo is to be placed in the appropriate area as shown.
4. No electrical or audible signs will be allowed.
5. Upon the removal of any sign, Tenant will repair any damage to the Building.
6. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon any automated machine, glass panes of the Building, landscaped areas, streets, or parking areas.

Contact the individual below for the fabrication of your sign:

Doug Bean Signs
1600 Dean Forest Road
Savannah, GA 31405
912-964-1900

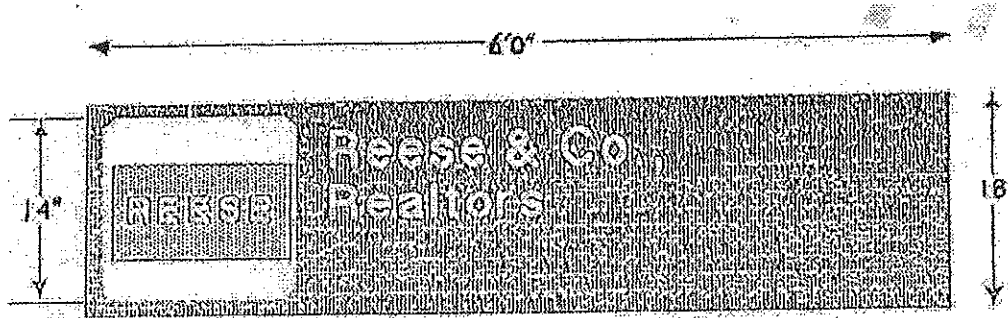




Primary Tenant Identification

Tenant sign is 18" x 6'0" x 1/2" FRP (Fiberglass Reinforced Panel), project gray background.
 Tenant name is 4" letter height, Helvetica Medium type style, white letters.
 Letter size will be reduced to fit when necessary. GM-2 mounting.

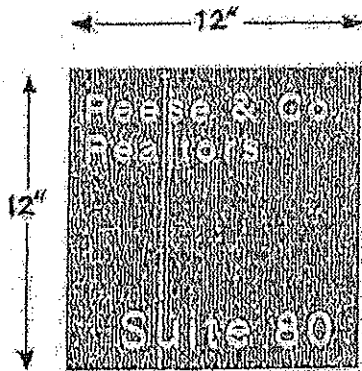
Logo to be on separate 14" x 14" panel, white background, rounded corners.
 Graphics to be one color.



Primary Tenant Identification

Tenant sign is 18" x 6'0" x 1/4" GOF fiberglass, project gray background.
 Tenant name is 4" letter height, Helvetica Medium type style, white letters.
 Letter size will be reduced where necessary. GM-2 mounting.

Logo to be on separate 14" x 14" panel, white background, rounded corners.
 Graphics to be one color.



Service Entrance Identification

Service entrance sign is 12" x 12" x 1/4" GOF fiberglass, project gray background color.
 Graphics are white Helvetica Medium type style, 1" and 1-1/2". Mounted with adhesive tape and silicone.

*PLEASE NOTE:
 These two drawings have different scales.

Sign Type
 Tenant Identification
 Primary & Service

Project
 Reese & Co., Realtors

Description
 Primary Tenant Identification
 * Scale: 1" = 1'0"
 Service Entrance Identification
 * Scale: 1" = 6"

EXHIBIT E

Rules and Regulations

- Sidewalks, entries, passages, and stairways shall not be obstructed by Tenant or their employees or used by them for other purposes than for ingress and egress.
- Tenant shall give immediate notice to Landlord in case of accidents in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.
- Landlord shall have the right to specify the proper weight and position of any safe or other heavy article that may be brought into the Premises. The Tenant shall pay any damage done to the Building by taking in or removing any safe or other heavy article or from overloading any floor in any way.
- Tenant shall not place a load upon any floor of the Premises, which exceeds the load per square foot (200 lbs/sf), which such floor was designed to carry and which is allowed by law. Business machines and mechanical equipment belonging to Tenant which cause noise, vibration or any other nuisance that may be transmitted to the structure or other portions of the Building or the Premises, to such a degree as to be objectionable to Landlord or which interfere with the use or enjoyment by other tenants of their premises or the public portions of the Building, shall be placed and maintained by Tenant, at Tenant's expense, in settings of cork, rubber, or spring type vibration eliminators sufficient to eliminate noise or vibration.
- No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any door therein shall be changed or altered in any respect unless approved by Landlord, which such approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall furnish two keys for each lock on doors in the Premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys shall be returned to Landlord upon the termination of this Lease. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times, and left locked when the Premises are not in use.
- No animals or birds, bicycles or other vehicles shall be allowed in the halls, corridors, or elsewhere in the Building.
- The water closets, wash basins, sinks and other apparatus shall not be used for any other purpose than those for which they were constructed and no sweepings, rubbish or other substance shall be thrown therein nor shall anything be thrown by the Tenants, their agents or employees, out of the windows, doors or other openings.
- Tenant shall not use or permit any portion of the Premises to be used as an office for a public stenographer or typist, offset printing, the sale of liquor or tobacco, a barber or manicure shop, an employment bureau, a labor union office, a doctor's or dentist's office, a dance or music studio, any type of school, or for any use other than those specifically granted in the Lease.
- Tenant and occupants shall not attempt to open windows at any time.
- If any Tenant desires telegraphic, telephonic or other electronic connections inside the Premises, the Landlord or its agents will direct the electricians as to where and how the wires



may be introduced and without such directions, no boring or cutting for wires will be permitted.

- No shade or awning shall be put up, no painting done or any alterations made in any part of the Building by putting up or changing any partitions, doors, windows, nor shall there be any nailing, boring, screwing into woodwork or walls or plastering, nor shall there be upon the Premises any engine, boiler or other machinery without the written consent of the Landlord or its agent in each and every instance, which such consent shall not be unreasonably withheld, conditioned or delayed.
- No draperies, shutters, or other covering may be installed by Tenant between the Building's standard window covering and the exterior windows or walls unless approved by Landlord, which such approval shall not be unreasonably withheld, conditioned or delayed. Installation and use of lighting which is visible from the exterior of the Building, except for Building standard lights, are subject to the prior written approval of Landlord, which such approval shall not be unreasonably withheld, conditioned or delayed.
- Tenant, its employees, agents or invitees shall not use the Premises for the purpose of lodging rooms or for any immoral or unlawful purposes. No room or rooms shall be occupied or used for sleeping or lodging apartment or for any other purpose than the purposes for which same is leased at any time.
- No Tenant shall permit gambling or unlawful practice or practices of any kind in the leased Premises.
- NIGHTWATCH: The Landlord may establish a night watch, and if established after ordinary office hours, the Building is in charge of the night watchman, and he may question every person entering or leaving the Building as to his business in the Building if unknown to the watchman.
- Tenant shall not install or operate vending machines, stoves or any other cooking devices or equipment of any kind in the leased Premises without written consent of the Landlord or its agent which such consent shall not be unreasonably withheld, conditioned or delayed. No offensive odors shall be permitted in or about the Premises.
- All glass, locks and trimmings, in or about the doors and windows and all electric globes and shades belonging to the Business Park shall be kept whole, and whenever broken by any Tenant, shall be immediately replaced or repaired and put in order by such Tenant under the direction and to the satisfaction of the Landlord, and on removal, shall be left whole and in good repair.
- Landlord reserves the right to make and enforce such other reasonable rules and regulations as it in its judgment may be deemed necessary or advisable from time to time to promote and safety, care and cleanliness of the Premises and for the preservation of good order therein.
- No person shall disturb the occupants of this or any adjoining building premises by the use of any musical instrument, unseemly noises, whistling, and singing or in any other way.
- Canvassing, soliciting and peddling in the Building are prohibited and each Tenant shall cooperate to prevent the same.

