

LEASE

Meadows Incorporated

("LANDLORD")

AND

Mayor and Aldermen of the City of Savannah

("TENANT")

IN BUSINESS

AT

5521 Abercorn Street, Unit 400

IN

Savannah, Georgia

LEASE PREPARED:

July 29, 2021

GENERAL LEASE PROVISIONS
(For Informational Purposes Only)

LANDLORD: Meadows Incorporated.

LANDLORD'S ADDRESS: 11555 Central Pkwy, Suite 1004, Jacksonville, FL 32224

TENANT: Mayor and Aldermen of the City of Savannah

TENANT'S TRADE NAME: n/a

TENANT'S ADDRESS: PO Box 1027, Savannah, GA 31402

PREMISES: +/- 1,500 (One thousand five hundred) square feet

PREMISES ADDRESS: 5521 Abercorn Street - Unit 400, Savannah, GA 31405

TENANT'S USE: General offices and related use to provide relocation assistance/services/counseling/resources for those affected by the DeRenne Avenue By-Pass project.

TERM OF LEASE: Three years, Zero months plus such additional number of days as are required to cause the Lease to expire on the last day of the month of the Term. Two, one-year optional renewal terms.

SCHEDULED LEASE COMMENCEMENT DATE: October 1, 2021

SCHEDULED LEASE EXPIRATION DATE: September 30, 2024

SCHEDULED RENT COMMENCEMENT DATE: October 1, 2021

RENT DUE DATE: On the first (1st) day of each calendar month.

SECURITY DEPOSIT: \$ 0 (0 and 00/100 Dollars) due on lease execution.

MINIMUM RENT:

<u>Lease Year</u>	<u>Annually</u>	<u>Monthly</u>	<u>PSF</u>
10/1/2021 to 9/30/2024	\$28,500.00 net	\$2,375.00	\$19.00
Option Period 1: 10/1/2024 to 9/30/2025	\$30,000.00 net	\$2,500.00	\$20.00
Option Period 2: 10/1/2025 to 9/30/2026	\$31,500.00 net	\$2,625.00	\$21.00

303

LATE PAYMENT CHARGE: If rent is not received by the fifth day of the month, then a late payment fee of One Hundred Dollars (\$100.00) will be due and payable in addition to the base rent that is due and payable.

PERCENTAGE RENT: Not applicable

ANNUAL BREAKPOINT: This section intentionally left blank.

The items listed below, which will be paid monthly in addition to Minimum Rent, are annual estimates and apply to each year of the Lease Term calendar year or partial calendar year. Further reference to such adjustments are made in this Lease.

COMMON AREA CHARGE: \$ 1.50 per s.f. per year; \$TBD Monthly:\$187.50

REAL ESTATE TAXES: \$ 1.75 per s.f. per year; \$TBD Monthly;\$218.75

TOTAL ESTIMATED ADDITIONAL RENT MONTHLY: \$406.25

TOTAL ADDITIONAL ANNUAL PAYMENT: NOT TO EXCEED \$3.75 PER S.F. FOR YEAR 1

LEASING AGENTS: Joel Boblasky with PIER Commercial Real Estate Brokerage, LLC for Landlord and for Tenant

This is a legally binding document. Please read it thoroughly before you sign it; the items contained in the foregoing General Lease Provisions are for informational purposes only and relate to the contents of this Lease. This document has been prepared for approval by our attorney. No representation or recommendation is made by Meadows Incorporated, as to the legal sufficiency of this document.

LEASE

THIS LEASE, made this 29th day of September, 2021 (this "Lease") by and between Meadows Incorporated, a Georgia Corporation, whose address is 11555 Central Parkway, Suite 1004, Jacksonville, FL 32224, (hereafter called "Landlord") represented by Joel Boblasky with PIER Commercial Real Estate Brokerage, LLC, and Mayor and Aldermen of the City of Savannah, a Georgia municipal corporation whose address is PO Box 1027, Savannah, GA 31402 (hereinafter called "Tenant").

PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately ONETHOUSAND FIVE HUNDRED (1,500) square feet (sf) of space identified (hereinafter called the "Premises") on the site plan on Exhibit "A", and Demised Premises plan on Exhibit "A-1" attached hereto and made a part hereof.

The Premises are a part of Abercorn Station (hereinafter called "Center"), located in the City of Savannah, County of Chatham, State of Georgia, said Center being specifically described in Exhibit "B", attached hereto and made a part hereof.

TERMS AND CONDITIONS OF LEASE

The Premises are leased and accepted, and Tenant shall have and hold the Premises, upon the terms and conditions set forth below:

TERM OF LEASE. The Term shall commence on October 1, 2021 (the "Lease Commencement Date"). The base term of this Lease (the "Term") shall be for a period of Three (3) years 0 months plus such additional number of days as are required to cause the Term to expire on the last day of the last calendar month of the Term (the "Lease Expiration Date") except as otherwise provided below in this Section. ,

(A) **Delayed Possession.** If the Premises are not substantially ready for occupancy and possession is not tendered or delivered to Tenant until after the Lease Commencement Date and such delay was not caused by Tenant, the Term shall commence on the date when the Premises are substantially ready for occupancy and possession is tendered or delivered to Tenant. Landlord shall not be liable to Tenant for any damage resulting from such delay.

(B) **Lease Year.** The term "Lease Year" as used herein shall mean each twelve-month period beginning on the first full month after the Lease Commencement Date during the Term, with any period of occupancy by Tenant prior to the first and subsequent to the last such twelve-month period being deemed a part of the preceding or following Lease Year respectively for the purpose hereof with pro rata adjustments with respect to rent or other matters provided for in this Lease.

BCB

2. RENT. For and in consideration of this Lease and the terms and conditions hereof, Tenant shall pay to Landlord the following rent during the Term:

(A) Minimum Rent. Minimum Rent shall be paid on the first (1st) day of each calendar month as follows:

<u>Lease Year</u>	<u>Annually</u>	<u>Monthly</u>	<u>PSF</u>
10/1/2021 to 9/30/2024	\$28,500.00 net	\$2,375.00	\$19.00
Option Period 1: 10/1/2024 to 9/30/2025	\$30,000.00 net	\$2,500.00	\$20.00
Option Period 2: 10/1/2025 to 9/30/2026	\$31,500 net	\$2,625.00	\$21.00

(B) Percentage Rent and Sales Reporting. — "Percentage Rent" shall be TBD percent (TBD%) (the "Percentage Rent Rate") of the amount by which annual Gross Sales (as defined below) exceed \$ TBD (the "Annual Break Point"). On the 60th day following each of the Tenant's fiscal years that end during any part of the Lease term; and on the 60th day following Tenant's first fiscal year ending after the date of the expiration or termination of each year during the Lease term, Tenant shall submit to Landlord a written statement certified by a certified by Tenant and reasonably satisfactory to Landlord, setting forth as to the immediately preceding fiscal year the Gross Sales amounts. The deductions therefrom shall be shown in reasonable detail.

(1) — Gross Sales. "Gross Sales" means the sum of the actual sales prices of all goods, wares and merchandise sold, leased, licensed or delivered and the actual charges for all services performed by Tenant or by any subtenant, licensee or concessionaire in, at, from or arising out of the use of the Premises, whether for wholesale, retail, cash, credit or trade ins or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, sales and services (a) where the orders therefor originate in, at, from, or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place, (b) made or performed by mail, telephone, or telegraph orders received at or delivered for the Premises, (c) which Tenant or any subtenant, licensee, concessionaire or other person in the normal and customary course of its business would credit or attribute to its operations at the Premises or any part thereof. Any sums deposited with and forfeited to Tenant shall be included in Gross Sales. Each installment or credit sale or lease contract shall be treated as a sale or lease for the full price in the month during which such sale is made, regardless of whether or when Tenant receives payment therefor. No franchise or capital stock tax and no income or similar tax based on income or profits shall be deducted from Gross Sales.

The following shall not be included in Gross Sales: (i) any exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at, or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which would otherwise be made in or at the Premises, (ii) returns to shippers or manufacturers, (iii) cash or credit refunds to customers on transactions (not to exceed the actual selling price of the item returned), otherwise included in Gross Sales, (iv) sales of trade fixtures, machinery and equipment after use thereof in the conduct of Tenant's business, (v) amounts collected and paid by Tenant to any government for any sales, use or excise tax, and (vi) the amount of any discount on sales to employees.

(2) — Records. Tenant shall provide copies of the monthly sales tax records as part of the annual Gross Sales statement.

BEI

(C) Additional Rent. The term "Additional Rent" shall refer to all additional sums, charges, or amounts of whatever nature to be paid to Landlord by Tenant in accordance with this Lease. Additional Rent shall include, without limitation, Tenant's pro rata share of Common Area Charges and Real Estate Taxes (as defined below).

(D) Payment of Minimum Rent and Additional Rent. Notwithstanding anything herein to the contrary, Tenant shall commence making payments of Minimum Rent and Additional Rent on the Lease Commencement Date. Tenant agrees that Rent Payments of Minimum Rent and Additional Rent shall not be subject to setoff, abatement, counterclaim, defenses, deduction or prior demand. Any Additional Rent which shall become due shall be payable, unless otherwise provided herein, with the next monthly installment of Minimum Rent. Minimum Rent and Additional Rent and statements required of Tenant shall be paid and delivered to Landlord at its notice address set out in Section 31 or at such other place as Landlord may, from time to time, designate in writing to Tenant.

(E) Late Charge; Default Interest. If Tenant shall fail to make any payment of Minimum Rent, Percentage Rent or Additional Rent within five (5) days after the same is due, Tenant shall be obligated to pay a late payment charge of One Hundred Dollars (\$100.00) to reimburse Landlord for its additional administrative costs.

(F) No Accord and Satisfaction. Any payment by Tenant or acceptance by Landlord of a check for a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount than the amount outstanding with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

3. SECURITY DEPOSIT.

(A) Amount of Deposit. Tenant, shall deposit with Landlord the sum of Zero Dollars (\$ 0), simultaneously with the execution of this Lease (the "Security Deposit"). The Security Deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease. If at any time during the Term any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply any portion of the Security Deposit to the payment of any such overdue rent or other sum.

(B) Use and Return of the Security Deposit. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord at its option may appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, promptly remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a default under this Lease. If a default shall occur during the Term of this Lease, then the aggregate amount of the Security Deposit that has not been applied as payment of Minimum Rent, as set forth above, shall be held for the remaining term of this Lease as security. Notwithstanding the foregoing, if at the expiration of the Lease Term or upon the earlier termination of this Lease any balance of the security remaining in Landlord's hands shall be returned to the Tenant thirty (30) days after the expiration of the Lease Term, provided Tenant is not in default under this Lease.

JB

(C) Transfer of the Security Deposit. Landlord may deliver the Security Deposit to any purchaser of Landlord's interest in the Premises, and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit.

4. USE OF PREMISES. Tenant hereby covenants that the Premises shall be used solely for the purpose of general offices and related assistance/services/counseling/resources to property owners, tenants, business owners, and others affected by the proposed DeRenne Avenue By-Pass project, and for other City of Savannah general office or meeting space needs. and for no other purpose without Landlord's prior written consent (the "Permitted Use"). Said use may involve meetings during and after normal business hours.

(A) Operating Covenant. Intentionally Deleted.

(B) Compliance with Exclusives/Restrictions. Intentionally Deleted

5. STREETS, MALLS, SERVICE DRIVES AND PARKING AREAS. Tenant shall have a non-exclusive license to use the streets, malls, if any, service drives and public parking areas in the Center in with other tenants to the extent reasonably necessary to accommodate Tenant's business at the Premises. Tenant's use of such areas is, however, subject to the following conditions:

(A) Employee Parking. Tenant shall direct its employees and representatives to park vehicles in the Center as far away from storefront walls as possible leaving the most desirable spaces available for customers of the Center. Upon request of Landlord, Tenant shall furnish a written list of all persons employed at the Premises and the license registration numbers of all vehicles owned or used by them. Landlord reserves the right to require that Tenant's employees use designated off site parking locations should Landlord deem customer parking spaces is becoming restricted at the Center.

(B) Loading and Unloading. Except as authorized in writing by Landlord, all loading and unloading at the Premises (other than loading for retail customers of Tenant) shall be done with vehicles parked in designated parking spaces. Tenant shall not permit anything which will endanger persons or property, or which will encroach on the loading, service and parking areas of other tenants.

6. REPAIRS AND ALTERATIONS. The obligations of the parties regarding the repair and alteration of the Premises are as follows:

(A) Repairs to Structural Portions. Upon written notification by Tenant of the need therefor, Landlord shall repair the roof; the exterior and supporting walls and other structural portions; the heating, ventilation, and air conditioning system (both exterior mounted compressor units and interior mounted fans, coils, motors, ducts, and controls); and all plumbing and electrical lines outside of the Premises, excepting all glass and doors, as may be necessary to keep the same in good condition. Tenant will be responsible for the routine maintenance and minor repair of the Premises. Routine maintenance and repairs will be those activities which are undertaken to keep the Premises in a condition of repair and safety for reasonable use, normal wear and tear excepted and any interior related plumbing or electrical repairs less than \$500 per occasion. Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect the Premises. Tenant shall promptly report in writing to Landlord any defective condition which Landlord is required to repair, and failure to report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect. Landlord shall not be obligated to make any repair required of it until notice in writing from Tenant of need for same. Landlord shall have a reasonable time in which to make such repair. However, if the need for such repair is occasioned by a casualty resulting from negligence or the willful act of Tenant, or any of its agents, employees or contractors, such repairs shall be made by Landlord, but the cost of such repairs shall be charged to and be promptly paid for by Tenant subject to Tenant being given credit for any money Landlord actually receives with respect to such damage from its insurance. Anything

in the foregoing to the contrary notwithstanding, Landlord shall have no liability whatsoever for damage or injury to person or property occasioned by its failure to make any such repair (e.g., injury or damage to property resulting from leaks caused by a defect in the roof, outside walls, gutters and/or downspouts) unless, within a reasonable time after being notified in writing by Tenant of the need therefor, Landlord shall have failed to make such repair and such failure shall not have been due to any cause beyond Landlord's control, including, without limitation, strikes and/or inability to obtain materials and/or equipment at reasonable prices. Landlord, its agents, employees and contractors shall have the right from time to time to enter and use the Premises insofar as may be necessary for the purpose of making any of the aforesaid repairs or if reasonably necessary in emergency circumstances. Tenant shall not be entitled to any reduction in or abatement of rent or to any claim for damages by reason of any inconvenience, annoyance, and/or injury to business arising out of any repairs made by Landlord or entry onto the Premises by Landlord pursuant to this Section.

(B) Other Repairs. Tenant covenants that it will, at its sole cost and expense after the expiration of any warranty period by contractors and/or suppliers, whether the same shall be the property of Tenant or Landlord, keep the interior of the Premises in good repair and safe condition and working order. This obligation shall include (but is not limited to) all interior painting, floor maintenance, replacement of damaged ceiling tile (except for damage caused by roof leaks), screen repair and repair of all interior hardware and doors, trade fixtures, water, electrical, plumbing, toilets, pipes, wires, conduits and other equipment or parts of the Premises which Landlord has not expressly agreed in this Section to maintain, whether or not they were originally installed by Landlord or by Tenant.

(C) Replacement of Glass. Tenant shall promptly replace and install all interior or exterior damaged glass at Tenant's sole expense to match original material in place prior to the damage.

(D) Alterations. Tenant shall not make any alterations, improvements, installations or renovations to the Premises unless Tenant obtains the prior written consent of Landlord, whose consent shall not be unreasonably withheld, and Tenant shall have plans and specifications therefor prepared by a licensed architect at Tenant's expense and shall have obtained Landlord's prior written approval thereof and such alterations, improvements, installations or renovations are to be made under Landlord's control and supervision; except minor cosmetic alterations, improvements, installations, or renovations such as painting and new flooring, which Tenant may perform at will without approval of Landlord. Upon Landlord approval, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and safe manner by duly qualified or licensed persons or entities using first grade materials, without interference with or disruption to the operations of Tenant or other occupants of the Center. All such work shall comply with all applicable governmental codes, rules, regulations and ordinances. However, Landlord's consent shall not be unreasonably withheld in case of minor alterations to conform the Premises to a use in accordance with the Permitted Use. Tenant shall be liable for any costs which would normally have been covered by warranty during the warranty period incurred by Landlord as a result of any unauthorized structural alteration by Tenant which jeopardizes or voids an existing building or roof warranty.

(E) Mechanic's Liens. No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, renovation, installation, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanics' or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanics' or other lien shall at any time be filed against the Premises or the Center by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall

immediately cause the same to be discharged of record or shall provide a bond to the satisfaction of Landlord within ten (10) days of notice of filing. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord either defending against such lien or in procuring the discharge of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Rent.

(F) Tenant's Neglect. Regardless of any obligation otherwise imposed upon Landlord, Tenant shall be liable to Landlord for any costs incurred by Landlord as a result of the negligence or the unlawful or willful acts or omissions of Tenant, its employees, representatives, contractors or visitors.

7. COMMON AREAS.

(A) Definition. The term "Common Areas" shall refer to the entire areas designed for common use or benefit within the Center, including, but not by way of limitation, parking areas, driveways, service roads, landscaped and vacant areas, loading docks, walks, retaining walls, curbs, corridors and Center signs together with facilities such as washrooms and settling ponds located within or outside of the Center. The Common Areas shall at all times be subject to the exclusive control and management of Landlord and may be expanded, contracted, reconfigured or changed by Landlord from time to time as deemed desirable. Subject to reasonable rules and regulations to be promulgated by Landlord, the Landlord hereby grants Tenant and its employees, agents, customers and invitees a license to use the Common Areas for their reasonable nonexclusive use in common with other tenants, their employees, agents, customers, invitees and Landlord for the purpose for which constructed. Landlord shall have the right to change the areas, location and arrangement of parking areas and other portions of the Common Areas; to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; to restrict parking by tenants, their officers, agents and employees to designated areas within the Common Areas; to construct other buildings or improvements in the Common Areas and to make alterations or additions thereto and to build additional stories on any such building or buildings; and to convey portions of the Common Areas to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof.

(B) Common Area Charge.

(1) Definition. Beginning on the Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord as Additional Rent a "Common Area Charge", which shall be Tenant's pro rata share of all costs and expenses of every kind and nature paid or incurred by Landlord in (a) operating, maintaining, repairing, equipping and lighting the Common Areas and all other non-leasable areas and facilities located in the Center available for use in common by occupants of the Center and their customers and invitees or for their benefit, (b) operating, maintaining, repairing and lighting the service areas, garbage and refuse disposal facilities (with the exception that restaurant users will arrange and pay for garbage and refuse disposal facilities at the restaurant users own expense), Center maintenance and storage room, loading area and all other areas and facilities located in the Center which are used in the maintenance and operation of the Center; (c) operating, maintaining and repairing the Center sign(s); (d) providing security and on and off site traffic control and (e) insuring the Center and Common Areas. Such expenses shall include, but not be limited to, the costs of on-site management and supervision; reasonable management fees; cleaning, repairing and maintaining Common Areas and service areas and replacing components of these areas (but less the amount of any insurance proceeds or condemnation awards provided for such replacement); lighting, snow and ice removal and control; storm water charges; line painting, re-striping, , sealing and reconfiguring the parking areas; landscaping; providing security; all water, sewer, electricity or other utilities consumed in the Center and not separately metered to any tenant; the purchase, placement

and maintenance of trash receptacles and liners; removal of trash and debris; total compensation and benefits (including premiums for workmen's compensation and other insurance) paid to or on behalf of employees of the Center; personal property taxes; employment tax; supplies, fire protection and fire hydrant charges; licenses and permit fees; parking area surcharges or levies; maintenance and repair of equipment; reasonable depreciation of equipment used in operating, maintaining and repairing the Common Areas and service areas and rent paid for the leasing of any such equipment. Notwithstanding anything to the contrary, a Common Area Charge shall not include any of the following:

- a) Any and all of Tenant's capital costs, capital improvements, capital alterations, capital repairs, capital equipment, capital tools, and/or any financing related fees, costs and expenses, and professional fees and disbursements incurred in connection therewith;
- b) Costs of complying with any statutes, codes, ordinances or regulations which are in effect from time to time during the term of the Lease (including, but not limited to any environmental or ADA matters) which are applicable to the common areas of the Center and which would reasonably be deemed a capital expenditure;
- c) Reserves for future expenses or contingencies;
- d) Any management fees that exceed 5% of the base rent herein;
- e) Accounting and legal fees attributable to any matters concerning any other tenant, prospective tenant, or other occupants of the Center;
- f) Costs attributable to seeking and obtaining new tenants for, as well as retaining existing tenants in the Center, including marketing fees, advertising expenses, brokerage commissions, rent or other rent concessions, vacancy costs, and/or to prepare space for such tenants;
- g) Advertising and promotional expenditures;
- h) Costs incurred due to violations by Landlord of any of the terms and conditions of any lease in the Center;
- i) Any and all of Landlord's costs to compel full performance under leases with all prior, existing, and prospective tenants in the Center, including without limitation all legal fees, costs and expenses to collect rent arrears and recover possession;
- j) Costs which are reimbursable to Landlord by insurance or paid solely by other tenant(s) as a result of provisions contained in their specific leases or by third parties pursuant to law or contract;
- k) Costs attributable to repairs or maintenance performed in another tenant's or occupant's exclusive space which is not part of the common areas; and
- l) Costs attributable to repairing or maintaining items which are covered by warranties or insurance required to be maintained by Landlord.

(2) Calculation of Common Area Charge. The Common Area Charge shall be determined for each calendar year by multiplying the Operating Expenses by a fraction, the numerator of which shall be the Floor Area (as defined below) of the Premises, and the denominator of which shall be the aggregate of the Floor Area of all rentable space of buildings comprising the Center. As used herein, the term "Floor Area" shall be deemed to mean and include all areas for the exclusive use and occupancy by a tenant of Landlord, measured from the exterior surface of exterior walls and from the center of interior walls serving as partitions between tenants, including any and all mezzanine, storage, office and employee areas; except with respect to the Center, Floor Area shall exclude Common Areas, kiosks and temporary vendors, and areas used for management and promotion offices and storage.

(3) Payment. The estimated amount of the Common Area Charge shall be paid in twelve (12) monthly installments in advance on the first (1st) day of each month. Tenant's pro rata monthly Common Area Charge for the Premises for calendar year 2021 is TBD and TBD/100 Dollars (\$TBD). Landlord reserves the right to re-estimate the Common Area Charge at any time and Tenant shall pay monthly installments thereof based on the re-estimated amount upon written notice from Landlord. Within one hundred eighty (180) days following the end of each

calendar year or partial calendar year during the Term, Landlord shall furnish to Tenant a statement of the actual amount of the Common Area Charge for such period. Tenant has the right to request a breakdown of expenses consisting of Common Area Charges, Real Estate Taxes, Insurance & Property Management charges (with proper backup if requested) passed through to Tenant. Landlord is obligated to supply tenant with breakdown of all said expenses within 30 days of written request from Tenant up to one (1) times per calendar year (if requested). Landlord will cap Property management expenses at a percentage of Tenants rent & Tenants additional rent no higher than 5%. If the actual amount of the Common Area Charge is less than the total amount theretofore paid by Tenant for such period, the excess shall be credited against Tenant's next succeeding payment(s) of Minimum Rent and Additional Rent. If the actual amount of the Common Area Charge shall exceed the total amount theretofore paid by Tenant for such period, Tenant shall pay to Landlord, within fifteen (15) days following its receipt of Landlord's statement, the amount shown as due thereon.

8. REAL ESTATE TAXES.

(A) Definition. Tenant shall pay Landlord as Additional Rent a sum equal to its pro rata share of all real estate taxes which may be levied or assessed by the lawful taxing authorities against the land, buildings and improvements in the Center ("Real Estate Taxes"). Real Estate Taxes shall include all city, county, town and village taxes, special or general, ordinary or extraordinary, assessments, water and sewer rents, charges for public utilities, excises, levies, licenses and permit fees, and other governmental charges which shall be imposed upon or become due and payable or become a lien upon the Center or any part thereof, including the building and improvements which may hereafter be placed or erected thereon, or on the sidewalks or streets in front of the same, by any federal, state, municipal or other governmental or public authority under existing laws or practice or under any future laws or practice. If a tax consultant is secured by Landlord, Tenant shall pay the pro rata share of the cost of such consultant as long as such tax services result in a tax savings for Tenant.

(B) Payment. Tenant shall pay its pro rata share of estimated Real Estate Taxes in twelve (12) monthly installments due in advance on the first (1st) day of each month beginning on the Lease Commencement Date and continuing throughout the Term. Tenant's pro rata monthly Common Area Charge for the Premises for calendar year 2021 is TBD and TBD/100 Dollars (\$TBD). If at the end of each calendar year during the Term, the total of the monthly installments of Real Estate Taxes paid by Tenant during such year shall be less than Tenant's share of the final actual Real Estate Taxes for such year, Tenant shall pay to the Landlord the balance within fifteen (15) days after demand for same by Landlord. Tenant's share of the Real Estate Taxes shall be determined for each calendar year by multiplying such Real Estate Taxes by a fraction, the numerator of which shall be the Floor Area of the Premises, and the denominator of which shall be the Floor Area of the Center.

9. MARKETING FUND. Intentionally Deleted.

10. COST OF UTILITIES. Tenant shall procure for its own account, be solely responsible for and promptly pay all utility charges not covered in the Common Area Charge for water, sewer service, gas, electric power, cable, telephone, hot and cold water furnished for heat and air conditioning consumed or used in or at the Premises, together with any and all other utilities used or consumed in the Premises. Landlord shall not be responsible or liable to Tenant in damages or otherwise for the quality or quantity of utility services or for any interruptions, curtailment, or suspension of utility services due to repairs or any other cause beyond Landlord's reasonable control.

11. TAXES. Tenant shall timely pay all ad valorem taxes and assessments assessed against Tenant's stock of merchandise, furniture, equipment, supplies and other property located on or used in connection with the Premises, sales or rental tax and all privilege and business licenses,



taxes and similar charges for which Tenant is primarily responsible. Tenant's obligation to pay taxes and assessments shall include (but not be limited to) those amounts assessed against trade furnishings, fixtures and equipment located or used by Tenant in or near the Premises.

12. CARE OF PREMISES. Tenant shall at all times keep the Premises and the adjoining areas (subject to its reasonable control) in a safe, clean and neat condition. Tenant shall perform quarterly inspections and maintenance of the heating, ventilation and air conditioning system for the Premises including, but not limited to, quarterly replacement of filters; (b) prohibit anything which shall endanger or cause injury to any person or property; (c) prohibit disturbing or offensive odors, fumes, gases, smoke, dust, steam vapors, noise or vibrations; (d) keep the entryways, sidewalks and delivery and service areas clean and free from rubbish, dirt, snow, and ice; (e) keep the interior of the Premises free of vermin; (f) prohibit the use of sinks, toilets or urinals for any purpose except that for which they were designed and installed; (g) maintain all display windows and glass in a clean and neat condition; (h) remove all trash and garbage inside the Premises and place in the Center garbage container; (i) not burn any trash of any kind in or about the Center; (j) comply with all rules and regulations of the Center as the same shall be promulgated by Landlord; (k) conduct its business in a manner which will be in keeping with the reputation and character of the Center; (l) not use the sidewalks of the Center for business purposes; and (m) not unreasonably interfere or permit or cause interference with the rights of other tenants of the Center.

13. RADIUS RESTRICTION Intentionally Deleted

14. SIGNS AND ADVERTISING. Without the prior written approval of Landlord, Tenant shall not permit the painting or display of any sign, placard, lettering or advertising material of any kind on or near the exterior of the Premises. Tenant shall not permit the use of any advertising media or device (such as sound production devices) which shall be audible from the exterior of the Premises. Tenant shall keep all display windows visible from the exterior and all adjoining walkways and marquee lights and exterior electric signs approved by Landlord clearly illuminated during the hours from dusk to 11:00 p.m. local time each day including Sundays and holidays. Notwithstanding the foregoing, Tenant shall install an electrically illuminated sign, the design, content, form and material of which shall be in compliance with the signage criteria attached hereto as Exhibit "D" and approved in writing by Landlord prior to installation, for the purpose of designating generally the location of the Premises. Tenant shall pay all costs of the sign and its installation and shall thereafter maintain it in good and safe condition.

Tenant shall be liable for the cost of restoring the building on which Tenant places a sign to as near the condition of the building as of the execution of this Lease less ordinary wear and tear where such restoration is necessary as a result of damage caused by the installation, maintenance, and/or removal of Tenant's sign. Tenant shall be liable for all damages to person or property caused by such sign or Tenant's acts or omissions with respect to such sign. Landlord shall not be liable for any damages to person or property caused by the sign. Signs which remain in place on the Premises ten (10) days after the end of the Term or after Tenant abandons the Premises shall automatically become the property of Landlord and may be removed by Landlord at Tenant's expense (including cost of repairs to the Center or the Premises).

15. USE OF CENTER NAME. Tenant shall not have any property right or interest in any name or distinctive designation which may become associated with the business to be conducted at the Premises or the Center, if such name or designation shall contain any reference to the Premises or the Center. Landlord shall retain all property rights in, and right to the use of, such name or designation.

16. CENTER CHANGES. Landlord may at any time construct additional buildings or improvements in the Center and may remodel or remove the same. Any sidewall of the Premises may be used by Landlord as a "party wall" for other buildings of Landlord. However, in so doing, Landlord shall not unreasonably interfere with or impair Tenant's use and occupancy of the Premises or its rights under this Lease. Any improvements to the Center shall be incorporated into

the total Center square footage upon which the Common Area Charge is based. In the event that the additions occur during the calendar year, the Common Area Charge shall be adjusted to reflect the portion of the calendar year in which expenses attributable to the addition occurred.

17. TENANT'S INSURANCE. 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.

In addition, Tenant shall require any third party contractor(s) performing work on the Premises to carry and maintain, at no expense to Landlord:

(1) comprehensive general liability insurance, including, but not limited to, contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits, for each occurrence, of not less than One Million Dollars (\$1,000,000) 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;

(2) workmen's compensation or similar insurance in form and amounts required by law; and

(3) auto liability insurance covering all owned, non owned and hired vehicles in an amount not less than One Million Dollars (\$1,000,000).

18. INSURANCE POLICY REQUIREMENTS.

(A) The company or companies writing any insurance which Tenant is required to carry and maintain or cause to be carried or maintained pursuant to Section 17 as well as the form of such insurance shall at all times be subject to Landlord's approval and any such company or companies shall be licensed to do business in the State in which the Premises are located. Public liability, auto liability and all-risks property and casualty insurance policies evidencing such insurance shall name Landlord and its designee, its management company, and any other entities designated by Landlord as additional insureds and shall also contain a provision by which the insurer agrees that such policy shall not be cancelled or reduced except after thirty (30) days written notice to Landlord or its designee. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. Notwithstanding anything to the contrary, nothing herein shall be construed to require Tenant to obtain a public liability insurance policy to the extent that Tenant's self-insurance covers the Minimum Coverage and is in place. Notwithstanding anything to the contrary contained herein, the terms of this Section 18(A) shall not apply to the Tenant's self-insurance.

B) Neither Landlord nor Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property or liability for personal injury, or losses under workmen's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees. However, if by reason of the foregoing waiver, either party shall be unable to obtain any such insurance, such waiver shall be deemed not to have been made by such party.

(C) Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other casualty (including but not limited to public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept, in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or other property of Landlord in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises for use for the purposes permitted under this Lease or such other property for the uses made thereof, Tenant shall pay the amount of such increase promptly upon Landlord's demand.

19. PROTECTION OF LANDLORD.

(A) Indemnity. To the extent permissible by law and without waiver of sovereign immunity, Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgment arising from injury to person(s) or property sustained by anyone in and about the Premises and Common Areas resulting from any act or acts or omissions of Tenant or Tenant's officers, agents, servants, employees, contractors, sublessees or visitors. Tenant shall at its own cost and expense defend any and all suits or actions which may be brought against Landlord or in which Landlord may be impleaded with others upon any such aforementioned matter or claim. This indemnity shall survive the expiration or earlier termination of this Lease.

(B) Limitation on Landlord Liability. Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings, or other improvements or to any person or persons, at any time on the Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers, sublessees or visitors except in instance of Landlord's, its agent's or employees' gross negligence or willful misconduct. Landlord shall not be obligated to provide security services for the Premises or the Center and Landlord shall not be liable for any loss or damage suffered by Tenant for failure to supply security services or for any loss attributable to such services if they are supplied, no matter how caused. It is specifically understood and agreed by the parties hereto that if Landlord supplies such services for the Center, Landlord does not assume, and shall not be deemed to have assumed, any obligation or duty to maintain security within the Premises.

(C) Latent Defects. Landlord shall not have any responsibility or possess liability in any way whatsoever for any latent defect in the Premises or in the building of which they form a part.

(D) Tenant Notice. Tenant shall give immediate written notice to Landlord in case of fire or accidents in the Premises or the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

(E) Liquor Liability Insurance. Tenant shall not sell or distribute alcoholic beverages for on or off Premises consumption without prior written approval of Landlord. If approved, Tenant shall carry host liquor liability insurance satisfactory to Landlord naming Landlord and its agents as additional insureds. Tenant shall furnish Landlord a Certificate of Insurance evidencing said liquor liability insurance satisfactory to Landlord and shall keep said policy in full force and effect. Such policy shall prohibit the insurer from cancelling or reducing the same without giving Landlord thirty (30) days prior written notice.

20. FIRE OR CASUALTY. If the Premises shall be made untenable by fire or other casualty, Landlord, if it so elects, may (A) terminate this Lease, effective as of the date of such fire or casualty, by written notice given to Tenant within sixty (60) days after such date, and all rental obligations under this Lease shall cease to accrue as of the date of notice to Tenant; or (B) repair, restore, or rehabilitate the Premises at Landlord's expense to the extent of any insurance proceeds within six (6) months after the date of such fire or casualty, in which event the Term shall not

terminate but Minimum and Additional Rent shall be abated on a per diem basis prorated based on loss of use while the Premises or a portion thereof remain untenantable. If Landlord elects to so repair, restore or rehabilitate the Premises and shall fail to substantially complete the same within said six (6) month period, due allowance being made for delay due to practical impossibility, either Landlord or Tenant, by written notice to the other, given within fifteen (15) days next following the last day of said six (6) month period, may terminate this Lease as of the date of such fire or casualty. In the event of termination of the Term pursuant to this Section, Minimum Rent, if any, reserved hereunder shall be apportioned on a per diem basis and paid to the date of such fire or casualty. The right of termination herein provided is separate and independent of any other provisions of this Lease relative to termination.

The foregoing notwithstanding, if during the last two (2) years of the existing Term or any renewal term, if applicable, the Premises shall be damaged to the extent of more than twenty-five percent (25%), Landlord shall not be obligated to repair or replace the Premises unless Tenant, within thirty (30) days after demand by Landlord, extends the Lease for the period of any renewal term then authorized, and if no such renewal term is authorized, Landlord shall not be obligated to make such repairs, but may, at its election to be exercised within sixty (60) days after the date of such damage, cancel and terminate this Lease effective as of the date of such damage. If ten percent (10%) or more of the building in which the Premises are located is destroyed by casualty, Landlord shall have the right to terminate this Lease exercisable within sixty (60) days after such damage. If this Lease is terminated by Tenant pursuant to the provisions of this Section, Landlord shall have no further obligations to Tenant.

21. EMINENT DOMAIN. In the event the whole of the Premises (or such substantial part thereof that they are rendered unsuitable for Tenant's business) shall be taken by any public authority under the power of eminent domain or like power, this Lease shall terminate as of the date possession thereof shall be required to be delivered to the appropriate authority. In the event of only a partial taking under such power, which does not materially render the Premises unsuitable for Tenant's business, this Lease shall not terminate, but there shall be an equitable abatement of the Minimum Rent proportionate to the part of the Premises taken under such power. In the event of any total or partial taking under such power, Landlord shall be entitled to all such awards of damages as may be allowed. All compensation awarded for any taking of the Premises or the Center or any interest in either shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but if and only if such action shall not reduce the amount of or otherwise impair the award or other compensation otherwise recoverable from the condemning authority by Landlord.

22. ASSIGNMENT AND SUBLETTING

(A) Prohibited Transfers. Tenant shall not assign this Lease, or sublease all or any part of the Premises, or permit the use of the Premises by any party other than Tenant, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. This prohibition includes, without limitation, (i) any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporation or proprietary structure; (ii) an assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or other proceeding; (iii) the sale, assignment or transfer of all or substantially all of the assets of Tenant, with or without a specific assignment of this Lease; (iv) the conversion of Tenant to a limited liability entity; or (v) the change in control in a partnership. If Tenant converts to a limited liability entity without obtaining the prior written consent of Landlord: (i) the conversion shall be null and void for purposes of this Lease, including the determination of all obligations and liabilities of Tenant and its partners to Landlord; (ii) all partners of Tenant immediately prior to its conversion to a limited liability entity shall be fully liable, jointly and severally, for obligations of Tenant accruing under this Lease pre-conversion and post-conversion, and all

members and other equity holders in Tenant post-conversion shall be fully liable for all obligations and liabilities of Tenant accruing under this Lease after the date such members and other equity holders are admitted to the limited liability entity as if such person or entity had become a general partner in a partnership; and (iii) Landlord shall have the option of declaring Tenant in default under this Lease.

(B) Prohibited Transactions Relating to Corporate Tenants. If Tenant is a corporation (other than a corporation the outstanding voting stock of which is listed on a "national securities exchange," as defined in the Securities Exchange Act of 1934) and if at any time after execution of this Lease any part or all of the corporate shares shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings) so as to result in a change in the present control of said corporation by the person or persons now owning a majority of said corporate shares, Tenant shall give Landlord notice of such event within fifteen (15) days from the date of such transfer. In such event and whether or not Tenant has given such notice, Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice. In the event of any such termination, all rental (other than any Additional Rent due Landlord resulting from Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

(C) Procedure for Requesting Landlord Consent. When Tenant requests Landlord's consent to such assignment or sublease, it shall notify Landlord in writing of (i) the name and address of the proposed assignee or subtenant; (ii) the nature and character of the business of the proposed assignee or subtenant; (iii) financial information including financial statements of the proposed assignee or subtenant; and (iv) a copy of the proposed sublet or assignment agreement. Tenant shall thereafter immediately provide to Landlord any and all other information and documents reasonably requested by Landlord in order to assist Landlord with its consideration of Tenant's request hereunder. In addition to Landlord's approval or disapproval right under this Section, Landlord shall have the option (to be exercised within thirty (30) days from the submission of Tenant's request and receipt of all other information requested hereunder) to cancel this Lease as it affects the portion of the Premises to be subleased or assigned as of the commencement date stated in the proposed sublease or assignment, with Tenant's approval which shall not be unreasonably withheld. If Landlord approves an assignment or sublease as herein provided, Tenant shall pay to Landlord, as Additional Rent due under this Lease, as applicable (i) in the case of a sublease, an overage amount equal to the difference, if any, between the rent allocable to that part of the Premises affected by such sublease pursuant to this Lease, and the rent paid by the subtenant to Tenant, less any reasonable and customary expenses incurred by Tenant in connection with the sublease which are approved by Landlord, and (ii) in the case of an assignment, an overage amount equal to the consideration, if any, received by Tenant for such assignment less the rent due from Tenant for the Premises. Such overage amounts shall be due and payable by Tenant to Landlord within five (5) days of Tenant's receipt of payment from the subtenant or assignee.

(D) Consent Does Not Create Waiver. No consent to any assignment or sublease shall constitute a further waiver of the provisions of this Section, and all subsequent assignments or subleases may be made only with the prior written consent of Landlord. An assignee of Tenant, at the option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder and shall assume all such obligations in writing in a form satisfactory to Landlord in its sole and absolute discretion, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. Any assignment or sublease without Landlord's consent shall be void, and shall, at the option of Landlord, constitute a default under this Lease. In the event that Tenant requests that Landlord consider a sublease or assignment hereunder, Tenant shall pay (i) Landlord's reasonable fees, not to exceed Five Hundred and 00/100 Dollars (\$500.00) per transaction, incurred in connection with the consideration of such request, and (ii) all attorney's fees and costs incurred by Landlord in connection with such sublease or assignment.

(E) Acceptance of Rent Not Deemed Consent. The acceptance by Landlord of the payment of rent following any assignment or other transfer prohibited by this Section shall not be deemed to be a consent by Landlord to any such assignment or other transfer of this Lease nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

23. LANDLORD MORTGAGES. This Lease is and shall be subject and subordinate to all ground leases, if any, and to all first mortgages or first deeds of trust which may now affect the Premises, the land on which the Premises are situated, the Common Areas or the Center, and to all renewals, modifications and extensions thereof and shall be, at Landlord's election, subject and subordinate to all ground leases and any or all first mortgages or first deeds of trust which may hereafter affect the Premises, the land on which the Premises are situated, the Common Areas or the Center, and to all renewals, modifications and extensions thereof. The foregoing provisions shall be self-operative as to existing ground leases, first mortgages and first deeds of trust, and shall, upon the election of Landlord, be self-operative as to future ground leases, first mortgages and first deeds of trust, and no further instrument of subordination shall be required for the purpose; provided, however, that in confirmation of such subordination, Tenant shall, upon request of Landlord, execute and deliver, in recordable form, any instrument of subordination requested by Landlord, and Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such subordination instrument on behalf of Tenant. Tenant further agrees to execute an agreement subordinating this Lease to junior mortgages and deeds of trust, upon the request of Landlord and upon the written consent of the beneficiaries of all mortgages or deeds of trust senior thereto. Anything in the foregoing to the contrary notwithstanding, in the event of a foreclosure under any such mortgage or deed of trust, or the termination of any such ground lease, the holder of the note secured by such mortgage or deed of trust, the purchaser at such foreclosure sale or Landlord under such ground lease shall have the option to recognize this Lease, in which event, this Lease shall continue in full force and effect and Tenant shall attorn to Landlord. Any such mortgage or deed of trust may at any time, at the request of the holder of the note secured thereby, be subordinated to this Lease.

24. ESTOPPEL CERTIFICATES. At any time and from time to time, within ten (10) days after Landlord shall request the same, Tenant will execute, acknowledge and deliver to Landlord and to such mortgagee or other party as may be designated by Landlord, a certificate in an acceptable form with respect to the matters required by such party including, without limitation, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), the date through which rent and other charges have been paid, and stating that Landlord is not in default hereunder (or if Tenant alleges a default then stating the nature of such alleged default) and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by Landlord. In the event that Tenant fails to provide such certificate within ten (10) days after request therefor by Landlord, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify.

25. ENTRY OF LANDLORD. Landlord, with prior notice to Tenant except in the event of an emergency may, at all reasonable times, enter the Premises: (A) to inspect or protect the Premises or any of Landlord's equipment thereon; (B) to effect compliance with any law, order or regulation of any lawful authority; (C) to make or supervise repairs, alterations or additions; (D) to exhibit the Premises to prospective tenants, purchasers or other persons; and (E) to alter or otherwise prepare the Premises for reoccupancy at any time after Tenant has vacated the Premises. No authorized entry by Landlord shall constitute a constructive eviction of Tenant or a deprivation of Tenant's rights, alter the obligations of Tenant, or create any right in Tenant adverse to Landlord's interests hereunder and the Minimum Rent and Additional Rent shall in no way abate, by reason of loss or interruption of business of Tenant, or otherwise, while any repairs, alterations, improvements or additions are being made. During the last six (6) months prior to the expiration of the Term or any extension of renewal terms, Landlord may place upon the Premises notices "to let" or "for sale", which notices Tenant shall permit to remain thereon without molestation.

26. REMOVAL OF EQUIPMENT AND FIXTURES. All trade furnishings, fixtures and equipment in the Premises which are supplied and installed at the sole expense of Tenant shall remain Tenant's property. Tenant may remove these items prior to the expiration or termination of this Lease, provided: (A) Tenant is not in default hereunder at the time of such expiration or termination; and (B) Tenant immediately repairs or reimburses Landlord for the cost of repairing all resulting damage or defacement. Otherwise, such items shall become Landlord's property.

27. HOLDING OVER BY TENANT. In the event Tenant remains in possession of the Premises after the expiration or termination of the Term without the execution of a new lease, in the absence of written consent by Landlord to such holding over, Tenant shall be deemed a tenant at sufferance. If Landlord shall approve such holding over in writing, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month. During any holdover period, Minimum Rent shall be twice the Minimum Rent payable during the last month of the Term. Otherwise, Tenant shall comply with all conditions, provisions and obligations of this Lease insofar as the same are applicable. If Landlord has consented in writing to Tenant holding over, either party may terminate such month-to-month tenancy upon thirty (30) days written notice thereof to the other party. Tenant shall not acquire any right or interest in the Premises by remaining in possession after the expiration or termination of this Lease.

28. RELOCATION. – Intentionally left blank.

29. DEFAULT. As used in this Lease, the term "Event of Default" shall mean any of the following: (A) Tenant's failure to make any payment of Minimum Rent, Additional Rent or any other amounts payable by Tenant when due and failure to make such payment within ten (10) days after receipt of written demand by Landlord; (B) Tenant's failure, within ten (10) days after written demand by Landlord, to observe any other provision or fulfill any other obligation imposed on Tenant by this Lease or, if such failure 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; (C) Tenant or its guarantor shall file in any court a petition in bankruptcy or insolvency or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property; (D) an involuntary petition of the kind referred to in Subparagraph (C) of this Section shall be filed against Tenant or its guarantor, if any, and such petition shall not be vacated within thirty (30) days after the date of filing thereof; (E) Tenant or its guarantor, if any, shall make an arrangement for the benefit of creditors; (F) any property used in connection with Tenant's leasehold interest shall be taken on execution; (G) Tenant shall for reasons other than those specifically permitted in this Lease, cease to conduct its normal business operations in and vacate or abandon the Premises for a period of ten (10) days; (H) Tenant's failure to provide Landlord with a copy of the Certificate of Occupancy granted to Tenant by the governing municipality showing that Tenant has complied with all building codes applicable to the Premises within thirty (30) days after Tenant opens for business in the Premises; and (I) the occurrence of any other event identified as an event of default in this Lease.

30. LANDLORD'S REMEDIES. Upon the happening of an Event of Default, Landlord at its option and without notice or demand to Tenant, may exercise any or all of the following remedies:

(A) Repossession. With such judicial process as may be required by law, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell all or any part thereof at public or private sale. Tenant agrees that five (5) days notice of any public sale and five (5) days prior notice of the date after which any private sale shall be held shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property, including all attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be or may become due from Tenant to Landlord; and

third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid.

(B) Performance of Tenant Obligations. Perform, on behalf of and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the Default Rate from the date of such expenditure and/or late charges, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand.

(C) Termination. Elect to terminate this Lease and the tenancy created hereby or elect to terminate Tenant's right of possession only (without terminating this Lease or the tenancy created hereby), in either event by giving notice of such election to Tenant, and may reenter the Premises, without the necessity of legal proceedings, if permitted by law, and may remove Tenant and all other persons (if Tenant is still in possession) and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Any such termination of Tenant's possession, surrender of the Premises by Tenant, taking of possession by Landlord or reentry by Landlord onto the Premises and removal of all of Tenant's property shall not constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not constitute a termination of this Lease by Landlord.

(D) Reletting. Landlord may (but shall be under no obligation to) relet the Premises, or any part thereof, from time to time, in the name of Landlord or Tenant, without further notice, for such term or terms, on such conditions, and for such uses and purposes, as Landlord, in its sole and absolute discretion, may determine, and may collect and receive all rents derived therefrom and apply the same, after deduction of all appropriate expenses (including, without limitation, leasing commissions, the cost of readying the Premises for reletting, attorneys' fees and other costs of collection) to the payment of the rent payable hereunder, Tenant remaining liable for any failure to so relet the Premises or any part thereof, or for any failure to collect any rent connected therewith. Any termination of Tenant's possession, any acceptance of the Premises by Landlord or any reentry by Landlord shall not constitute a termination of this Lease.

(E) Acceleration of Rents. Intentionally left blank.

(F) Remedies Cumulative. In addition, Landlord shall have all other rights and remedies available at law or equity. The foregoing remedies and any other remedies provided for in this Lease shall be cumulative.

31. NOTICES AND REPORTS. Any notice, report, statement, approval, consent, designation, demand or request to be given, and any option or election to be exercised, by a party under the provisions of this Lease shall be effective only when made in writing and sent by United States Certified or Registered Mail, Return Receipt Requested, postage prepaid by overnight delivery, via electronic delivery (such as e-mail), or hand delivered, to the other party at the following addresses:

Landlord: 11555 Central Pkwy, Suite 1004, Jacksonville, FL 3222 Bert Brown – President
bert@meadowsinc.us

Tenant:
City Manager
City of Savannah
PO Box 1027
Savannah, GA 31402

BEB

**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; if by overnight mail, one (1) day from the date sent; and if by hand delivery or electronic mail, on the same day. Either party may designate a different address by giving the other party written notice of the change. Minimum Rent, Additional Rent and other charges payable to Landlord shall be paid by Tenant at the same address prescribed for delivery of written notice unless Landlord designates otherwise.

32. **CONSTRUCTION OF LEASE.** This Lease shall be construed according to the laws of the State in which the Center and Premises are located. References to Tenant, whenever consistent with the context of this Lease, shall include the plural, neuter, feminine and masculine. In the absence of specified provisions to the contrary, the party upon whom any obligation is imposed by this Lease shall perform the obligation at its own expense. Section headings relating to the contents of particular paragraphs are inserted only for the purpose of convenience and are not to be construed as parts of the particular paragraphs to which they refer. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease, of the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

33. **RECORDATION OF SHORT FORM LEASE.** The parties hereto agree that a short form or memorandum of lease describing the Premises, setting forth the Term and referring to this Lease and its prohibition of mechanic's liens against the estate of Landlord by Tenant's contractors, shall, at the request of Landlord, be promptly executed and recorded. This Lease may not be recorded.

34. **SURRENDER OF PREMISES.** On the Lease Expiration Date or earlier termination of this Lease in accordance with its terms, Tenant shall peaceably quit and surrender the Premises broom clean and in good condition and repair together with all alterations, fixtures, installations, additions and improvements which may have been made in or attached on or to the Premises, except for reasonable wear and tear. Upon surrender, Tenant shall remove its personal property and trade fixtures (except as set forth in Section 26) and shall repair any damage to the Premises caused thereby. Landlord may at its election require Tenant to restore the Premises so that the Premises shall be as they were on the Lease Commencement Date except for reasonable wear and tear. If Tenant fails to timely remove such property from the Premises, Landlord may remove such property from the Premises and may store it at Tenant's expense, and may on three (3) days written

notice to Tenant sell such property at public or private sale, or, if unsalable, may dispose of it in any other manner, without liability to Landlord or any other person or entity for doing so.

35. NOTICE TO MORTGAGEE. Tenant agrees that in the event Landlord is in default under this Lease, Tenant shall give simultaneous written notice of such default to the holder of record of the first mortgage covering the Premises provided Tenant shall have first been notified, in writing, of the name and address of such mortgagee. Tenant further agrees that said holder of the first mortgage shall be permitted to correct or remedy such default within the same period of time allotted to Landlord.

36. BROKER'S COMMISSION. Tenant represents and warrants that it has incurred no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except for Joel Boblasky who represented Landlord and N/A who represented Tenant and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim (including, without limitation, the reasonable cost of attorney's fees in connection therewith) Landlord agrees to pay PIER Commercial Real Estate Brokerage, LLC a commission as set forth in a separate Brokerage Agreement.

37. WAIVERS OF SUBROGATION. Each of the parties hereto waives any and all rights of recovery against the other or against any other tenant or occupant of the Center, or against the officers, employees, agents, representatives, invitees, customers and business visitors of such party or of such other tenant or occupant of the Center, for loss of or damage to such waiving party or its property or the property of others under its control arising from any cause insured against under the standard form of fire insurance policy with all permissible extensions and endorsements covering additional perils or under any other policy of insurance carried by such waiving party in lieu thereof. Such waivers shall be effective only so long as the payment of same is permitted by each party's carrier without the additional premium.

38. IDENTITY OF INTEREST; THIRD-PARTY BENEFICIARY. The execution of this Lease or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal or agent or of partnership or of joint venture. The relationship between them shall be that only of Landlord and Tenant. Nothing contained in this Lease shall be construed to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a mortgagee.

39. BINDING EFFECT OF LEASE. All rights and liabilities given to or imposed upon either of the parties by this Lease shall benefit and bind their respective successors, heirs and assigns to the extent this Lease may be assignable as provided above.

40. MISCELLANEOUS. This Lease contains all of the agreements and conditions made between the parties hereto regarding the lease of the Premises and may not be modified orally or in any other manner than by an agreement, in writing, signed by the parties hereto or their respective successors in interest. Each of the persons whose signature appears hereon does warrant to all other signatories hereto that such person is duly authorized and empowered to execute this Lease and thereby bind Landlord and Tenant first named above.

41. LIMITATION OF LIABILITY. Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not for the purpose of binding Landlord personally or the assets of Landlord but are made and intended to bind only Landlord's interest in the Premises and the Center as the same may, from time to time, be encumbered, and no personal liability shall at any time be asserted or enforceable against Landlord or its stockholders, officers or partners or their respective heirs, legal representatives, successors and assigns on account of this Lease or on account of any covenant, undertaking or agreement of Landlord in this Lease.

In the event of any transfer of Landlord's interest in the Premises or the Center, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord after the date of such transfer, and Tenant agrees to attorn to the transferee.

42. NON-WAIVER. In the event Landlord shall fail to exercise any right, power, privilege or option immediately upon the same arising, such failure shall not be construed as a waiver of the right to exercise that right, power, privilege or option at a subsequent time, and the failure on the part of Landlord to insist upon strict compliance with any of the terms of this Lease by Tenant shall not be construed as a waiver of the right of Landlord to insist upon strict compliance in the future.

43. INSUFFICIENT FUNDS. Landlord will bill Tenant, and Tenant agrees to pay, twenty-five Dollars (\$25.00) for each payment of Minimum Rent or Additional Rent that has been returned because of insufficient funds, in addition to any late charge and Default Interest assessed pursuant to Section 2(E) of this Lease.

44. HAZARDOUS WASTE.

(A) Definition. As used in this Lease, the term "Hazardous Materials" shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively "Environmental Laws") or poses or threatens to pose a hazard to the health or safety of persons on the Premises or any adjacent property.

(B) Prohibited Acts. Tenant agrees that during its use and occupancy of the Premises it will not permit Hazardous Materials to be present on or about the Premises except in a manner and quantity necessary for the ordinary performance of Tenant's business and that it will comply with all Environmental Laws relating to the use, storage or disposal of any such Hazardous Materials.

(C) Tenant Obligations. If Tenant's use of Hazardous Materials on or about the Premises results in a release, discharge or disposal of Hazardous Materials on, in, at, under, or emanating from, the Premises or the property in which the Premises are located, Tenant agrees to investigate, clean up, remove or remediate such Hazardous Materials in full compliance with (a) the requirements of (i) all Environmental Laws and (ii) any governmental agency or authority responsible for the enforcement of any Environmental Laws; and (b) any additional requirements of Landlord that are reasonably necessary to protect the value of the Premises or the property in which the Premises are located. Landlord shall also have the right, but not the obligation, to take whatever action with respect to any such Hazardous Materials that it deems reasonably necessary to protect the value of the Premises or the property in which the Premises are located. All costs and expenses paid or incurred by Landlord in the exercise of such right shall be payable by Tenant upon demand.

(D) Landlord Inspections. Upon reasonable notice to Tenant, Landlord may inspect the Premises for the purpose of determining whether there exists on the Premises any Hazardous Materials or other condition or activity that is in violation of the requirements of this Lease or of any Environmental Laws. The right granted to Landlord herein to perform inspections shall not create a duty on Landlord's part to inspect the Premises, or liability on the part of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

(E) Condition of Premises Upon Surrender. Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of debris, waste or Hazardous Materials placed on or about the Premises by Tenant or its agents, employees, contractors or invitees, and in a condition which complies with all Environmental Laws.

(F) Indemnity. To the extent permissible by law and without waiver of sovereign immunity, Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, losses (including, without limitation, loss in value of the Premises or the property in which the Premises are located), liabilities and expenses (including reasonable attorney's fees) sustained by Landlord attributable to (i) any Hazardous Materials placed on or about the Premises by Tenant or its agents, employees, contractors or invitees or (ii) Tenant's breach of any provision of this Section 44.

(G) Survival. The provisions of this Section 44 shall survive the expiration or earlier termination of this Lease.

45. FREON, CHLOROFLUOROCARBON OR HYDROCHLOROFLUOROCARBON GASES. Tenant shall comply promptly with any current or future Environmental Laws requiring removal, remediation, treatment, alteration or changes in the disposition, recycling, handling, containment or use of freon or any chlorofluorocarbon or hydrochlorofluorocarbon gases ("CFCs") in connection with the Premises or the HVAC system servicing the Premises. Landlord, or its duly authorized agents or representatives, shall have the right to inspect the Premises at any time to ensure Tenant's compliance with such Environmental Laws. Tenant agrees to and shall perform, among other things, the following remedies in order to comply with any such Environmental Laws: (1) adapt equipment owned or used by it on or near the Premises to utilize substitutes for CFCs when available and possible; (2) safely replace Tenant-installed equipment located or used on or near the Premises with equipment free of CFCs as soon as it becomes available; and (3) properly remove any replaced equipment and dispose of it in accordance with applicable Environmental Laws on premises other than the Center. Any work or repairs performed by Landlord or Tenant associated in any way with CFCs will not entitle Tenant to a reduction in rent. If Tenant fails to comply with the terms of this paragraph, Tenant will be deemed to be in default under this Lease and Tenant shall be liable for any expenses incurred by Landlord as a result of Tenant's failure to comply, which expenses shall be deemed to be Additional Rent due hereunder.

46. CERTIFICATE OF OCCUPANCY Intentionally Deleted

47. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with all current and future (a) federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the Premises or any part thereof, or the use thereof, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes, and the Americans with Disabilities Act of 1990, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (b) rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises.

48. CONSULT YOUR ADVISORS. This document has been prepared for approval by your attorney. No representation or recommendation is made by Meadows Incorporated as to the legal sufficiency or tax consequences of this document or the transaction to which it relates.

49. OFFER AND ACCEPTANCE. The delivery of this Lease by the leasing agent or the execution of this Lease by Tenant shall not constitute Landlord's offer to lease or Landlord's acceptance of this Lease. This Lease shall not be binding until properly executed by both Tenant and Landlord and an original Lease so executed is delivered to Tenant.

50. WAIVER OF JURY TRIAL. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on all matters arising out of this Lease, or the use and occupancy of the Premises. If Landlord commences any summary

proceeding for non-payment of rent, Tenant will not interpose (and waives the right to interpose) any counterclaim in any such proceeding.

51. ATTACHMENTS. The following Exhibits are attached hereto and made a part of this Lease:

EXHIBITS

- "A" – Site Plan
- "A-1" – Demised Premises
- "B" – Legal Description
- "C" – Landlord's Work
- "C-1" – Demised Space Wall Layout
- "D" – Sign Criteria
- "E" – Additional Terms
- "F" – Pylon Sign Allocation

52. TIME IS OF THE ESSENCE. Time is of the essence in this Lease.

53. COVENANT OF QUIET ENJOYMENT. Landlord covenants that Tenant shall peacefully and quietly hold and enjoy the Premises during the Term hereof so long as Tenant is not in default in the performance of any of its agreements hereunder.

54. MOLD CLAUSE. It is generally understood that mold spores are part of the environment, present essentially everywhere and can grow in most moist locations. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. Prior to executing this Lease, Tenant has first inspected the Premises and certifies that Tenant has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord and Landlord's property manager if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and shall allow Landlord's management representatives to evaluate and make recommendations and/or take appropriate corrective action. TENANT EXPRESSLY ASSUMES AND ACCEPTS ANY AND ALL RISKS INVOLVED IN OR RELATED TO, AND RELEASES AND INDEMNIFIES LANDLORD AND LANDLORD'S OWNERS, MANAGERS, AGENTS, EMPLOYERS, DIRECTORS AND OFFICERS FROM ANY LIABILITY FOR ANY PERSONAL INJURY OR DAMAGES TO PROPERTY CAUSED BY OR ASSOCIATED WITH, MOISTURE OR THE GROWTH OR OCCURRENCE OF MOLD OR MILDEW WITHIN THE PREMISES PRIOR TO OR DURING THE TERM OF THIS LEASE. In addition, Tenant acknowledges that control of moisture and mold prevention are integral to its lease obligations.

55. CONFIDENTIALITY/NON-DISCLOSURE. Intentionally Deleted

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.
(Signature page follows)

WITNESSES:




Michelle A. Baktyr



Teresa Dawley

WITNESSES:



Renee Higgins

Print Name

LANDLORD:

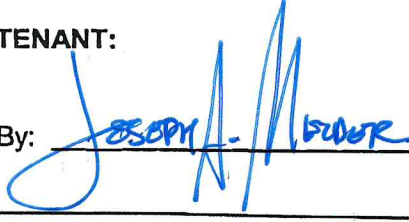
Meadows Incorporated

By: 

Donald C. Brown Jr.

Title: President

TENANT:

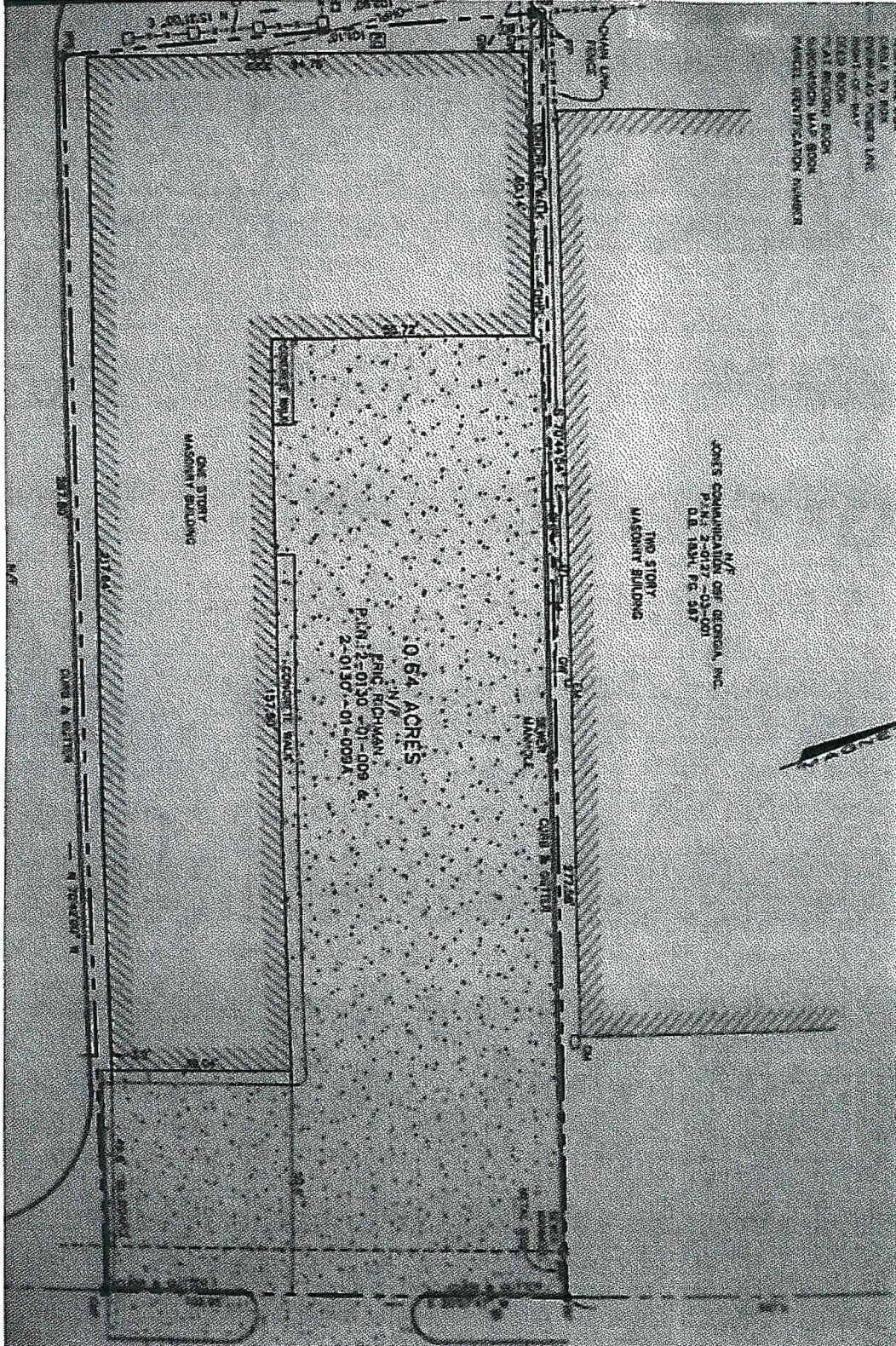
By: 

Print Name: Joseph A. Melder

Title: City Manager

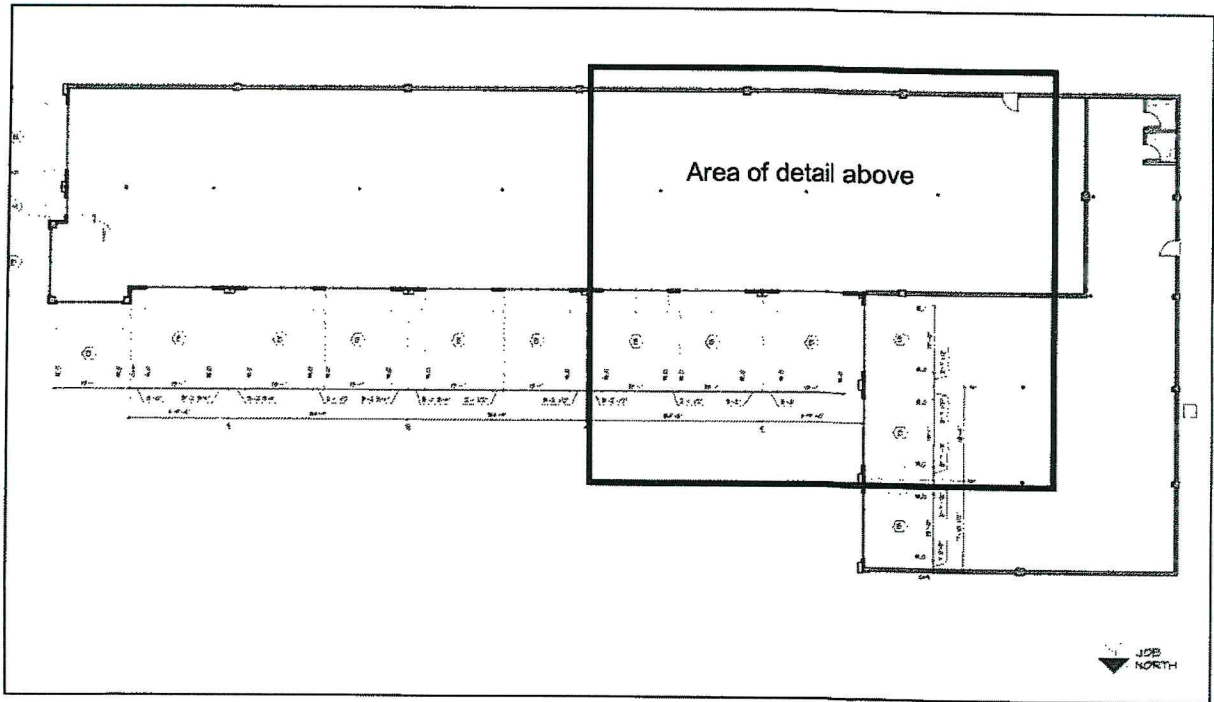
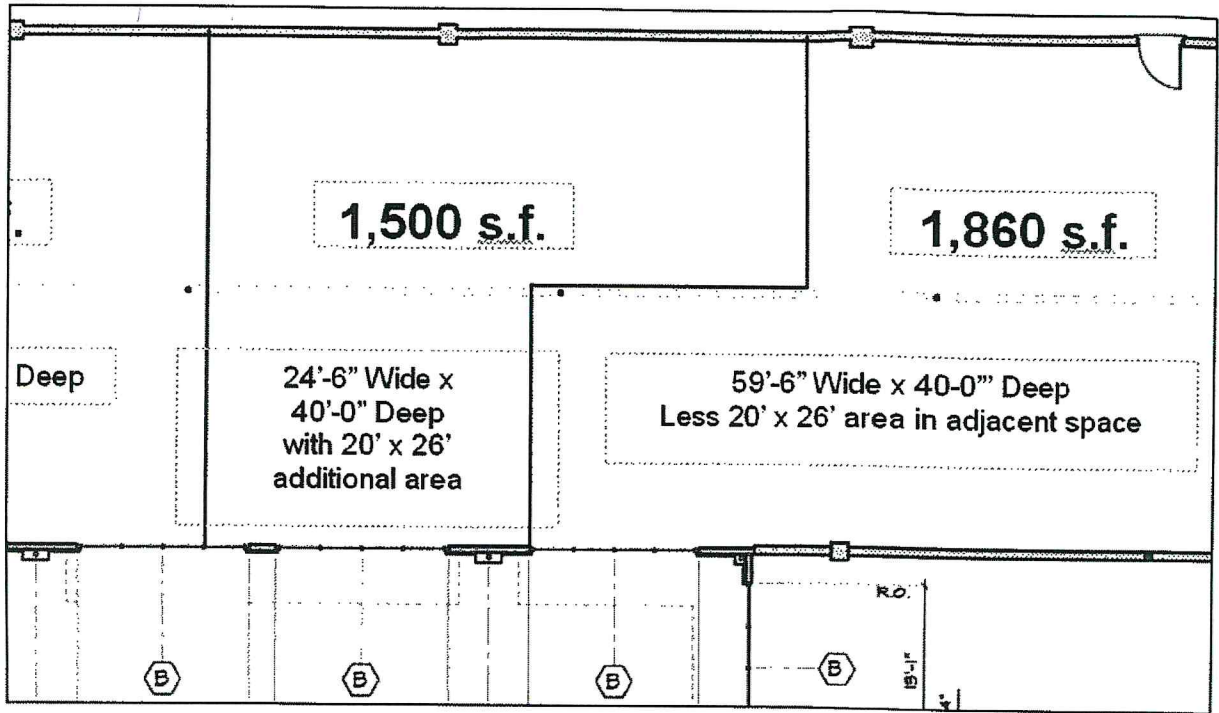
EXHIBIT "A"

Site Plan



302

EXHIBIT "A-1"
Demised Premises



BCB

EXHIBIT "B"

Legal Description

ALL those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, Chatham County, Georgia and being known UNITS LETTER "A" AND "B," OF 5521-5523 ABERCORN STREET, A CONDOMINIUM, as more fully defined in that certain declaration of condominium for 5521-23 Abercorn Street, A Condominium, dated February 16, 1984, of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Record Book 122-X, Page 737 and as shown on a plat of survey dated February 8, 1984, prepared by Wright C. Powers Land Surveying, P.C., Georgia Registered Professional Architect, No. 2027 which plat and plans are recorded in Condominium Plat Book 1, Page 70; in the aforesaid Clerk's Office, together with all right, title and interest in the common area of the said Condominium and subject to the restrictions set forth in the said Declaration. The improvements thereon being known under the current numbering system of the City of Savannah as 5521 and 5523 Abercorn Street.

FCB

EXHIBIT "C"

Landlord's Work

1. Landlord shall remove signage of prior tenant and shall leave prior tenant fixtures and modular wall systems in place to demise small offices/consulting areas for use by Tenant as currently configured.

BCB

EXHIBIT "C-1"

Demised Space Wall Layout

1. No Changes anticipated.

BeB

EXHIBIT "D"

Sign Criteria

1. Tenant may install one sign on their storefront elevation to be placed on the sign band.
2. Tenant shall notify Landlord in writing stating when it will install its signs. Tenant shall not install its signs without a representative of the Landlord being present during the installation.
3. All signs shall be made up of single letters on raceways and shall consist of the store or shop name only. All letters must be internally illuminated.
4. The maximum length of the sign shall be no more than 70% of the total width of the frontage of the Demised Premises.
5. Total square footage of each sign shall not exceed two (2) square feet of display area per linear foot of frontage of the Demised Premises.
6. The raceway shall contain all secondary voltage wiring and transformers, shall meet U.L. standards and shall be U.L. certified by fabricator. The raceway's color requires Landlord approval.
7. Final electrical connection shall be the responsibility of the Tenant and the location must be approved by Landlord. Connections of signs shall be permitted and inspected by an Electrical Inspector with the City of Savannah. Final inspection card signed by the Electrical Inspector shall be turned into the Landlord.
8. The cost of fabrication, installation and maintenance of all building signage shall be the sole responsibility of the Tenant. However, if Tenant is permitted to have a sign panel on the pylon signs, Landlord shall provide, at Tenant expense, the lighted sign box in to which Tenant will install its sign. On-going maintenance of lamps and ballasts in sign box will be Tenant's responsibility.
9. Prior to fabrication and installation, sign shop drawings must be submitted to the Landlord for approval. The drawings must contain information pertaining to materials, dimensions, mounting techniques, location of the Tenant's sign and name of prospective sign fabricator.
10. No sign will be placed in final position without Landlord approval.
11. The following signs are prohibited: outrigger signs, moving signs, box signs, rooftop signs, iridescent signs and painted signs. No animated components, formed plastic or injection-molded plastic signs are allowed. No blinking, running or flashing signs will be permitted.
12. All signs shall be fabricated and installed in accordance with all applicable codes and ordinances. A permit is required and is the responsibility of the Tenant.
13. Because of the configuration of the Building, the size and location of the Tenant's main identity sign on the front of its store premise will be determined by Landlord prior to Tenant fabricating its sign.

3CB

EXHIBIT "E"

ADDITIONAL TERMS ADDENDUM

1. Tenant's employees shall use designated offsite parking locations at adjacent City of Savannah property to ensure maximum customer parking is available at the Center.
2. Pylon signage usage by Tenant shall be limited to the one double-sided sign approximately 1'-10" tall by 9'-10" wide on the South pylon sign structure as shown in attached Exhibit "G" to be installed at Tenant cost. Sign panel to be installed in accordance with the terms in Exhibit "D". Landlord will be responsible for providing power to the pylon sign and maintaining the structural components of the sign.
3. Landlord agrees to provide Tenant with two (2) designated parking spaces for customer parking as close as possible to Tenant's main entrance doors.
4. **OPTIONS TO EXTEND THE TERM OF THE LEASE.** Provided Tenant is not in Default, Tenant shall have the option to extend the Term for two (2) additional, one (1) year terms at the Rent as described in Section 2(A). Tenant must notify Landlord one hundred twenty (120) days written notice prior the expiration of the initial term or extensions.

Option Period 1: 10/1/2024 to 9/30/2025	\$30,000.00 net	\$2,500.00	\$20.00
Option Period 2: 10/1/2025 to 9/30/2026	\$31,500 net	\$2,625.00	\$21.00

5. **Early Termination.** For any reason, or no reason, Tenant shall have the option of Early Termination upon the annual anniversary of the Effective Date of the Agreement, provided the Tenant gives written notice to Landlord prior to one hundred twenty (120) days prior to the 1st Anniversary. In the event that Tenant shall exercise this option, Tenant shall pay Landlord with notice the following amounts on the anniversary of the initial term:

1st Anniversary \$6,381.25 (3,600 + \$2,375 + 406.25)

2nd Anniversary \$4,581.25 (\$1,800 + \$2,375 + 406.25)

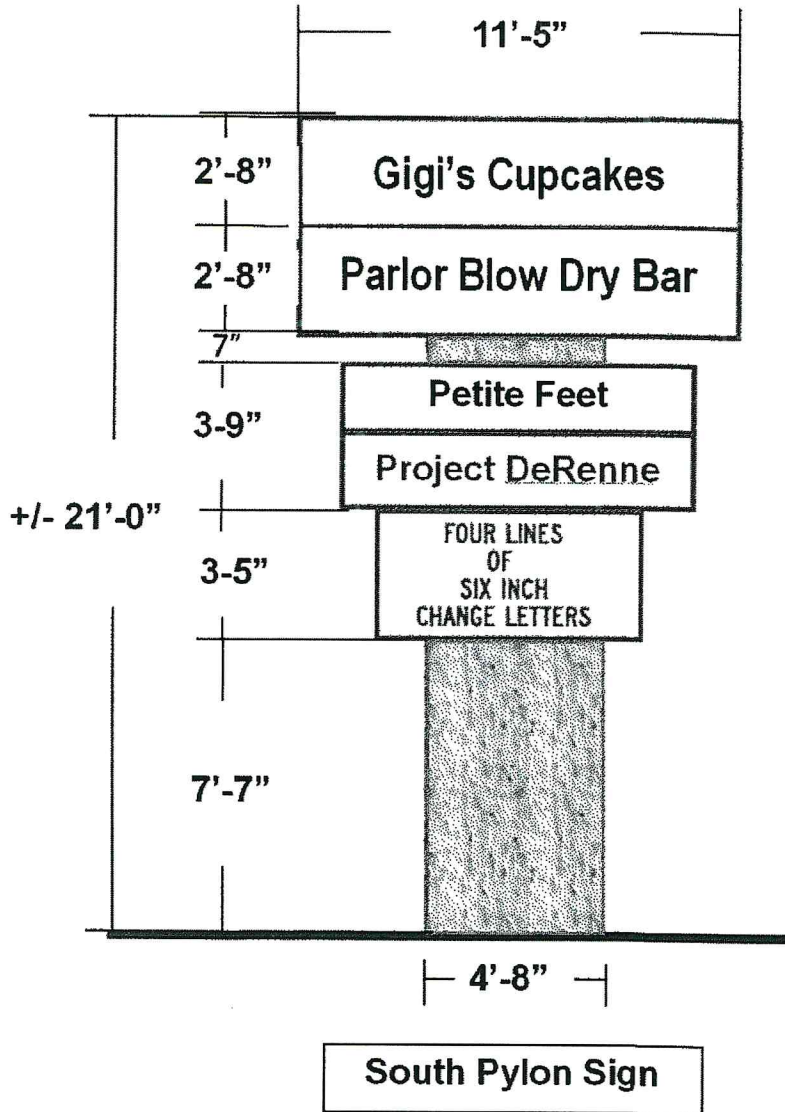
Tenant shall continue to pay the current rental until early termination.

6. In the event the lease is not executed by Tenant prior to September 30, 2021, Landlord shall have the option to cancel the lease, by providing NOTICE.

BCB

EXHIBIT "F"

Pylon Sign Allocation



JEB