

FULTON COUNTY, GEORGIA  
MASTER LEASE AGREEMENT FOR FACILITIES

This Lease Agreement ("Lease Agreement") made and entered into this 16 day of August, 2006 by and between DAVID L. KUNIANSKY, DOUGLAS S. KUNIANSKY and AMY KUNIANSKY SMITH, whose address for the purposes hereof is 1011 Collier Road, Atlanta, Georgia 30318 (hereinafter collectively referred to as "Lessor") and FULTON COUNTY, a political sub-division of the State of Georgia (hereinafter referred to as "Lessee").

**WITNESSETH:**

**1. Description of Demised Premises**

Lessor, in consideration of the covenants and agreements to be performed by Lessee, and upon the terms and conditions hereinafter stated, does hereby rent and Lease unto Lessee, and Lessee does hereby rent and Lease from Lessor, that certain space (the "Demised Premises") containing approximately 109,226 square feet, known as 1365 English Street, N.W., Atlanta, Georgia 30318 which includes but is not limited to common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the Demised Premises, or being granted hereunder. The Demised Premises are more fully described in Exhibit "A", The Floor Plan, attached hereto and incorporated herein by reference.

**2. Term**

(a) Lessee takes and accepts from Lessor the Demised Premises upon the terms and conditions herein contained and in their present condition and as suited for the use intended by Lessee, to have and to hold the same for the term ("Lease Term") of the Lease.

(b) Pursuant to O.C.G.A. S 36-60-13: The Base Term of the Lease shall commence upon the execution of this Lease and shall be for a total of eleven (11) months from February 1, 2007 (the "Rent Commencement Date") and end on December 31, 2007 (the "Termination Date"). In addition to the Base Term, the Lease shall renew annually for nine (9) consecutive one (1) year terms beginning on January 1<sup>st</sup> of each year and ending on December 31<sup>st</sup>, for a total of 108 months, at the indicated Rent in Article 3 (Rental). The nine (9) optional one (1) year automatic renewals shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for in the Lease. In no event shall this Lease continue beyond December 31, 2016 unless extended as provided herein by mutual consent. If the termination date falls on a Saturday, Sunday or national holiday, the Lease Term shall be extended to midnight of the next business day provided Lessee is not in default under the terms and conditions outlined herein.

(c) The Lease shall obligate the Lessee to pay only the sums payable during

the calendar year of execution or in the event of a renewal by Lessee, for sums payable in the individual calendar year renewal term. Lessee may prepay Rent at Lessee's option.

(d) This Lease may be terminated as provided herein or by the Lessee or Lessor providing written "Notice of Lease Termination" on or before July 1<sup>st</sup> of any calendar year during the term of the Lease. Otherwise this Lease Agreement shall terminate absolutely and without further obligation on the part of the Lessee or Lessor at the close of calendar year 2007 unless renewed as provided herein.

e) Early Termination: Any termination of this Lease by Lessee or otherwise (including the natural expiration of this Lease) prior to December 31, 2016 shall be considered an Early Termination of the Lease. Lessee shall be obligated to pay the Early Termination Unamortized Amount relative to the year in which Early Termination notice was given and indicated in the table, which is attached hereto as Exhibit C and is acknowledged Lessee and Lessor as a part of this Lease.

f) Optional Extension of Term: At the end of Subsequent Base Term 9 indicated below provided Lessor does not wish to redevelop the Demised Premises and further provided that Lessee is not in default, Lessee shall have a right and option to extend this Lease for two (2) additional three (3) year terms. Lessee shall deliver written notice to Lessor with 180 days of prior written notice confirming Lessee's desire to extend the Term of this Lease. Rent shall increase at 3% per year for each optional one year term over the rent indicated for Subsequent Base Term 9 below. All other terms and conditions of this Lease shall remain in full force and effect for each optional term exercised.

### **3. Rental**

During the term of the Lease Agreement, Lessee shall pay monthly installments of "Minimum Rent" in advance of or on the first day of each calendar month, without demand, deductions or set off hereunder the following sums.

Initial Base Term:	February 1, 2007 to December 31, 2007: \$420,520.10 per annum payable \$35,043.34 per month.
Subsequent Base Term 1:	January 1, 2008 to December 31, 2008: \$431,033.10 per annum payable \$35,919.43 per month.
Subsequent Base Term 2:	January 1, 2009 to December 31, 2009: \$441,808.93 per annum payable \$36,817.41 per month.
Subsequent Base Term 3:	January 1, 2010 to December 31, 2010: \$452,854.15 per annum payable \$37,737.85 per month.
Subsequent Base Term 4:	January 1, 2011 to December 31, 2011: \$464,175.50 per annum payable \$38,681.29 per month.

- Subsequent Base Term 5: January 1, 2012 to December 31, 2012:  
\$478,100.77 per annum payable \$39,841.73 per month.
- Subsequent Base Term 6: January 1, 2013 to December 31, 2013:  
\$492,443.79 per annum payable \$41,036.98 per month.
- Subsequent Base Term 7: January 1, 2014 to December 31, 2014:  
\$507,217.10 per annum payable \$42,268.09 per month.
- Subsequent Base Term 8: January 1, 2015 to December 31, 2015:  
\$522,433.61 per annum payable \$43,536.13 per month.
- Subsequent Base Term 9: January 1, 2016 to December 31, 2016:  
\$538,106.62 per annum payable \$44,842.25 per month.

#### **4. Rent Adjustments**

There shall be no adjustments to the Rent as outlined above. Annual Rent increases of two and one half percent (2.5%) annually for Subsequent Base Terms 1 through 4 and three percent (3%) annually for Subsequent Base Terms 5 through 9, which has been agreed upon by Lessor and Lessee, are included above for each Term.

#### **5. Payments**

All payments of rent, additional rent and other payments to be made to Lessor shall be made on a timely basis and shall be payable to Lessor or as Lessor may otherwise designate by written notice. All such payments shall be mailed to Lessor's mailing address at P.O. Box 19859, Atlanta, Georgia 30325-0859 or delivered to Lessor's principal place of business at 1011 Collier Road, Atlanta, Georgia 30318, or at such other place as Lessor may designate from time to time in writing. If mailed, all payments shall be mailed in sufficient time and with adequate postage to be received in Lessor's account no later than the due date for such payment. Payments shall be made to Lessor without demand.

#### **6. Security Deposit**

Upon approval of this Lease, Lessee shall pay Lessor the first month's Minimum Rent and a Security Deposit equal to the first month's Minimum Rent. Upon termination of this Lease, as provided herein, Lessor shall return Security Deposit to Lessee if Lessee has maintained the Demised Premises in good working order, normal wear and tear considered, and removed all of Lessee's signs and personal property (including repairing any damage caused by such removal).

#### **7. Late Charges**

Lease payments are the responsibility of the Lessee. Lessee shall in good faith

take all internal steps necessary to assure that Lease payments are issued by the Finance Department and mailed in advance providing for the delivery of the same on the due date. A late charge of ten percent ( 5%) of the monthly Lease payment will be assessed if Lease payment is not received on or before the 5th of each month. Rent is due on the 1<sup>st</sup> of each month.

**8. Possession**

Taking possession by Lessee shall be deemed conclusively to establish that the Demised Premises have been prepared or completed in accordance with the plans and specifications approved by Lessor and Lessee and that the Demised Premises are in good and satisfactory condition and are suitable for Lessee's intended use.

**9. Quite Enjoyment**

Lessee, upon paying the rents herein reserved and performing and observing all other terms covenants and conditions of this Lease on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term, subject, nevertheless to the terms of this Lease and to any mortgages, ground or underlying Leases, agreements and encumbrances to which this Lease is or may be subordinated.

**10. Use Rules**

The Demised Premises shall be used by the Fulton County Government for office, distribution and warehousing and no other purposes and in accordance with all laws and ordinances (federal, state, county, or municipal, including without limitation, environmental) as well as applicable orders and requirements. Lessor shall have the right at all times during the Lease Term to publish and promulgate and thereafter enforce such rules and regulations as it may reasonably deemed necessary to protect the tenantability, safety, operation and welfare of the Demised Premises and of the building or buildings of which the Demised Premises are a part. Said rules and regulations must be delivered in writing to Fulton County.

**11. Lessor's Right of Entry**

(a) Lessor shall retain duplicate keys to all doors of the Demised Premises and Lessor and its agents, employees and independent contractors shall have the right to enter the Demised Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit Demised Premises "For Rent" or "For Sale" to prospective purchasers or tenants, and to assure that Lessee is complying with all covenants and obligations of the Lease. Lessor shall exhibit the Demised Premises to prospective purchasers or tenants during the last 180 days of the Lease Term only. During such time as such work is being carried on in or about the Demised Premises, the rent provided herein shall not abate, and Lessee waives any claim or cause of action against Lessor for damages by reason of interruption of Lessee's governmental

functions therefrom because of the prosecution of any such work or any part thereof.

(b) Notwithstanding anything to the contrary contained in Article 10 and this article of this Lease, if Lessee's use or occupancy of the Demised Premises are substantially or completely disrupted by any repairs, additions, alterations or improvements made by Lessor' to the Demised Premises, or by Lessor's failure to provide those services defined in Articles 18, 19, 20, 22 and 23 of this Lease for a period of three days. If Lessor has not made a good faith effort to make the Demised Premises habitable, Lessee shall thereafter be entitled to an abatement of Rent from the time of the initial disruption of services until Lessor has completed such work or restored services to the Demised Premises allowing Lessee to re-occupy the space for the intended use.

## **12. Default**

(a) The following events shall be deemed to be events of default by Lessee under this Lease Agreement: (i) Lessee shall fail to pay any installment of Base Rent, additional rent or any other charge or assessment against Lessee pursuant to the terms hereof when due which failure continues for thirty (30) business days after written notice thereof from Lessor to Lessee; (ii) a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Lessee or of any guarantor of this Lease Agreement; (iii) Lessee shall abandon or vacate all or any portion of the Demised Premises or fail to take possession thereof as provided in this Lease Agreement; or (iv) Lessee shall do, or permit to be done anything which creates a lien upon the Demised Premises which lien is not removed by payment or bond within 30 days after Lessee receives notice thereof.

(b) Upon the occurrence of any of the aforesaid events of defaults, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever: (i) terminate this Lease Agreement, in which event Lessee shall immediately surrender the Demised Premises to Lessor and if Lessee fails to do so, Lessor may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Demised Premises and expel or remove Lessee and any other person who may be occupying said Demised Premises or any part thereof, by force, if necessary, as permitted by Georgia law without being liable for prosecution or any claim of damages therefor; Lessee hereby agreeing to pay to Lessor on demand the amount of all Base Rent and other charges accrued through the date of termination, including unamortized tenant improvements and Lease commissions; (ii) enter upon and take possession of the Demised Premises and expel or remove Lessee and any other person who may be occupying said Demised Premises or any part thereof, by force, if necessary, as permitted by Georgia law, without being liable for prosecution or any claim of damages therefor and, if Lessor so elects, re-let the Demised Premises on such terms as Lessor may reasonably deem advisable, without advertisement, and by private negotiations provided that in such event Lessor shall use reasonable efforts to re-let the Demised Premises at then-prevailing rental rates for comparable space in the Building, and receive the rent therefor, Lessee hereby agreeing to pay to Lessor the deficiency, if any, applicable to the Lease Term hereof obtained by Lessor re-letting, and

Lessee shall be liable for Lessor's expenses in restoring the Demised Premises and all costs incident to such re-letting, including unamortized tenant improvements and Lease commissions; (iii) enter upon the Demised Premises by force if necessary as permitted by Georgia law, without being liable for prosecution or any claim of damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease Agreement; and Lessee agrees to reimburse Lessor on demand for any expenses including, without limitations, reasonable attorney's fees which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease Agreement and Lessee resulting to Lessee from such action, whether caused by negligence of Lessor or otherwise.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Base Rent, additional rent or other remedy hereunder or of any damages accruing to Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Lease Agreement following default by Lessee or the deficiency arising by reason of any re-letting of the Demised Premises by Lessor as above provided, allowance shall be made for expense of repossession.

(d) In case Lessor shall default in the performance of any covenant or agreement herein contained, and such default shall continue for thirty (30) days after receipt by Lessor of written notice thereof given by Lessee, its agents or attorney, then no rent shall be paid or become payable under this Lease Agreement for such time as such default shall continue after the expiration of said thirty (30) days' period and Lessee, at its option, may (i) declare the term ended and vacate the Demised Premises and be relieved from all further obligations under this Lease Agreement, or (ii) pay any sum necessary to perform any obligation of Lessor hereunder, and deduct the cost thereof, with interest, from the rents thereafter to become due hereunder. The performance of each and every agreement herein contained on the part of Lessor shall be a condition precedent to the right of Lessor to collect rent hereunder or to enforce this Lease Agreement as against Lessee.

### **13. Waiver of Breach**

No waiver of any breach of the covenants, warranties, agreements, provisions or conditions contained in this Lease Agreement shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease Agreement shall continue in full force and effect as if no breach had occurred.

#### **14. Assignments and Subletting**

Lessee shall not sublease or assign this Lease agreement without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed (Lessor's consent will take into account the identity, business reputation, use, and net worth of the proposed assignee). Lessee shall not assign this Lease or any interest herein or in the Demised Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises by any party other than Lessee. Lessee shall have the right to make a collateral assignment of its interest hereunder to a reputable financial institution, provided such institution shall agree in a form satisfactory to Lessor to assume all duties and obligations of Lessee in the event that such institution shall exercise its right under said collateral assignment. Consent to one or more such transfers or subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Lessor. Sub-lessees or transferees shall become directly liable to Lessor for all obligations of Lessee hereunder, without relieving Lessee (or any guarantor of Lessee's obligations hereunder) of any liability to Lessor arising under this Lease Agreement during the entire remaining Lease Term including any extensions thereof, whether or not authorized herein. Notwithstanding anything to the contrary contained in this Article of this Lease, Lessee shall be permitted, without the necessity of obtaining Lessor's prior written consent, to assign Lessee's interest hereunder to a parent, subsidiary or affiliated corporation of Lessee, provided Lessee shall remain liable hereunder, or to assign Lessee's interest hereunder to the surviving corporation of any merger provided said surviving corporation shall assume all of Lessee's obligations hereunder and shall have a net worth not less than the net worth of Lessee immediately prior to the merger.

#### **15. Destruction**

(a) If the Demised Premises are partially or totally damaged or destroyed by fire or other casualty insurable under standard fire insurance policies with extended coverage endorsements so as to become partially or totally untenable, the same shall be repaired or rebuilt by Lessor as provided in Subparagraph (b) of this Article 15.

(b) If the Demised Premises are (i) rendered totally untenable by reason of an occurrence described in Subparagraph (a) or (ii) damaged or destroyed as a result of a risk which is not insured under standard fire insurance policies with extended coverage endorsement, or (iii) damaged or destroyed during the last eighteen (18) months of the Lease Term or (iv) damaged to such an extent that the Demised Premises cannot be repaired or rebuilt within one hundred twenty (120) days from the date of such occurrence, or if the Building is damaged in whole or in part (whether or not the Demised Premises are damaged), to such an extent that the Building cannot, in Lessor's judgment, be operated economically as an integral unit, then and in any such events either party may at its option terminate this Lease Agreement by notice in writing to the other party within thirty (30) days after the date of such occurrence. Unless either party gives such notice, this Lease Agreement will remain in full force and effect and Lessor shall repair such damage at its expense as expeditiously as possible under the circumstance but no longer

than one hundred twenty (120) days.

(c) If Lessor should elect to be obligated pursuant to Subparagraph (a) above to repair because of any damage or destruction, Lessor's obligation shall be limited to the original Building and any other work or improvements which may have been originally performed or installed at Lessor's expense. If the cost of performing Lessor's obligation exceeds the actual proceeds of insurance paid or payable to Lessor on account of such casualty, either party may terminate this Lease Agreement unless Lessee, within fifteen (15) days after demand therefore, deposits with Lessor a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose. If Lessee deposits with Lessor said sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose, said sum deposited with Lessor shall be a credit against Lessee's future rent.

(d) In no event shall either party be liable for any loss or damage sustained by the other party by reason of casualties mentioned hereinabove or any other accidental casualty during the term of this Lease.

#### **16. Removal of Fixtures, Equipment, & Effects**

Lessee may upon the expiration or termination of the Lease Term or any renewal thereof, remove all equipment and fixtures that Lessee has attached to the Demised Premises during the term of the Lease. Further, upon removal of such equipment and fixtures Lessee shall restore the Demised Premises to the condition immediately preceding the time of installation thereof, reasonable wear and tear excepted. If Lessee does not remove all such personalty and equipment, Lessor may within ten (10) days after the expiration of the Lease Term have the right to notify Lessee to remove any or all County and or personal property and equipment and thereupon restore the Demised Premises to the condition immediately preceding the time of installation thereof reasonable wear and tear excepted. If Lessee shall fail or refuse to remove all County and or personal property and equipment from the Demised Premises upon the expiration or termination of this Lease Agreement, Lessor may, at its option, remove the same in any manner that Lessor shall choose and store said County and or personal property and equipment without liability for any loss or damage thereto. Lessee shall pay Lessor on demand any and all expenses incurred by Lessor in such removal and storage, including, without limitation, court costs, attorney's fees, and storage charges. Fixtures and equipment does not include walls and cabinets installed to prepare the premises for occupancy. The covenants and conditions of this Article 16 shall survive any expiration or termination of this Lease Agreement.

#### **17. Lessor's Lien**

Lessor shall not place a Lien on Lessee's Property contained in Demised Premises.



## **18. Utility Bills**

Lessee shall pay for all utilities necessary to operate the Demised Premises, including but not limited to phone services, electricity, water, sewer, gas, fuel, garbage/sanitation in addition to the Minimum Rent for the Demised Premises.

## **19. Maintenance**

Lessee shall provide all maintenance services required to keep the Demised Premises in good repair at all times, including the air conditioning and heating systems. Lessor is not responsible for maintenance of Lessee owned furniture, fixtures, equipment or personal property of User Department Staff in occupying Demised Premises.

## **20. Repairs by Lessor**

Lessor shall maintain the roof, exterior walls, slab and all utility lines outside the exterior walls of the Demised Premises, except for repairs necessitated by Lessee's negligence. Lessor is not responsible for the repair of Lessee furniture, fixtures, equipment or other staff personal property in the Demised Premises, except for any renovation improvements approved and accepted by Lessor as indicated in this Article.

## **21. Repairs by Lessee**

(a) Lessee covenants and agrees that it will take good care of the Demised Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear excepted. Lessee shall make all repairs to the Demised Premises including those repairs necessary for safety and tenantability including all glass windows, exterior doors and "building systems". Lessee shall make all "ADA" and/or "Life Safety" improvements, including but not limited to providing and maintaining fire extinguishers, improvements to the Demised Premises necessary and required by code for occupancy of the Demised Premises. Lessee shall be responsible for any ADA and/or Life Safety improvements which are required as a result of renovations by Lessee to the Demised Premises after occupancy by Lessee. Lessee shall make no alterations in, or additions to, the Demised Premises without first obtaining the written permission of the Lessor. Such alterations or additions shall be at the sole cost and expense of Lessee and shall become a part of the Demised Premises and shall be the property of Lessor. Lessee is responsible for the repair of Lessee's property in the Demised Premises, except for property as approved and accepted by Lessor as indicated in Article 20 – Repairs By Lessor.

(b) Lessee shall use best efforts to report at once, in writing or by verbal notice to Lessor any defective or dangerous condition known to Lessee and not otherwise known to Lessor, and failure to so report any defective or dangerous condition known to Lessee which should have been reported to Lessor and could not have been known to Lessor except by report from Lessee shall make Lessee responsible and liable for Lessor's damages resulting from such defective condition.

## **22. Cleaning Services**

Lessee shall provide all custodial/cleaning services and supplies necessary to maintain the Demised Premises. The cleaning services shall include, but not limited to, empty trash cans in all areas and offices at Lease once each business day, clean restrooms at least once each business day, vacuum all areas at least once each week, clean all windows, inside and outside at least twice each year, clean carpet at least once each year, clean common areas. Lessee shall make every good faith effort to establish and maintain good house keeping policies and practices to keep the Demised Premises in a clean and sanitary condition during the term of the Lease.

## **23. Pest Control Services**

Lessee shall provide pest control, including but not limited to the control of rodents, for the Demised Premises as necessary to the control the infestation of ants, roaches and other insects. Lessee shall provide or contract to a commercial pest control firm to provide preventative treatment services at the Demised Premises at least once each year.

## **24. Security Services**

Lessee shall provide, at Lessee's sole expense, all security staff and any security system required and considered necessary by Lessee to provide security for staff and for the physical security of the Demised Premises.

## **25. Attorney's Fees and Arbitration**

In the event of litigation commenced by Lessor or Lessee to enforce any obligation of the other party hereunder, all reasonable attorney's fees and expenses of the prevailing party in such litigation shall be paid by the party against whom an adverse final, non-appealable judgment is entered.

## **26. Time**

Time is of the essence of this Lease Agreement and whenever a certain day is stated for payment or performance of any obligation of Lessee, or Lessor, the same enters into and becomes a part of the consideration hereof.

## **27. Subordination & Attornment**

(a) Lessee agrees that this Lease Agreement shall be subordinate to any mortgage now or hereafter encumbering the Demised Premises or the Building or buildings of which the Demised Premises may be a part or any component thereof, and to all advances made or hereafter to be made upon the security thereof. Lessee, however, upon request of any party in interest, shall execute promptly such instrument or certificates as may be reasonably required to carry out the intent hereof, whether said

requirement is that of Lessor or any other party in interest, including, without limitation, mortgagees.

(b) If any mortgagee elects to have this Lease Agreement superior to its mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument, then this Lease Agreement shall be superior to such mortgage. The term "mortgage" as used herein, includes any deed of trust or security deed and any other method of financing or refinancing. The term "mortgage" refers to the holder of the indebtedness secured by a mortgage. Lessee shall subordinate this Lease to any future mortgage or deed of trust and to attorn to Lessor's successor following any foreclosure, sale or transfer in lieu thereof; provided that the mortgagee, transferee, purchaser, lessor or beneficiary ("**Lessor's Successor**") agrees in a written instrument in form and substance reasonably satisfactory to Lessee that provided Lessee is not in default beyond the expiration of any applicable notice and cure periods, Lessee's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction.

(c) Within ten (10) days after request therefor by Lessor, Lessee agrees to execute and deliver to Lessor in recordable form an Estoppel Certificate addressed to any mortgagee or assignee of Lessor's interest in or purchase of the Demised Premises or the Building or buildings of which the Demised Premises may be a part of or any part thereof, certifying (if such be the case) that this Lease Agreement is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Lessee; and stating the date to which Minimum Rent, additional rent and other charges have been paid. Such certificate shall be required by such mortgagee, proposed mortgagee, assignee, purchaser or Lessor.

## **28. No Estate**

This Lease Agreement shall create the relationship of landlord and tenant only between Lessor and Lessee and no estate shall pass out of Lessor. Lessee shall have only a usufruct, not subject to lien, levy and sale and not assignable in whole or in part by Lessee except as provided herein. Lessor acknowledges that Lessee's interest hereunder is not alienable and agrees that any asserted lien claim thereon shall not constitute an event of default hereunder.

## **29. Cumulative Rights**

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but not restrictive of, or in lieu of those conferred by law.

## **30. Holding Over**

If Lessee remains in possession after expiration or termination of the Lease Term

with or without Lessor's written consent, Lessee shall become a tenant-at-sufferance, and there shall be no renewal of this Lease Agreement by operation of law. During the period of any such holding over, all provisions of this Lease Agreement shall be and remain in effect except that the monthly rental shall be equal to 125% of the amount of rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. The inclusion of the preceding sentence in this Lease Agreement shall not be construed as Lessor's consent for Lessee to hold over.

**31. Surrender of Premises**

Upon the expiration or other termination of this Lease Agreement Lessee shall quit and surrender to Lessor the Demised Premises, broom clean in the same condition as at the commencement of the original Lease Term, reasonable wear and tear only excepted with all of Lessee's signs and personal property removed therefrom (including repairing any damage caused by such removal) and Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease Agreement.

**32. Notices**

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given, whether actually received or not, on the first day after overnight delivery by a nationally recognized overnight delivery company or on the third business day after such notice is deposited, postage prepaid, in the United States Mail, certified, return receipt requested, and addressed to Lessor or Lessee at their respective address set forth herein above or at such other address as either party shall have theretofore given to the other by notice as herein provided. Notice to Fulton County must be as follows:

AS TO LESSEE:

Fulton County Government  
Land Administrator  
General Services Department – Land Division  
141 Pryor Street, SW - Suite 8021  
Atlanta, Georgia 30303

Fulton County Government  
Office of the County Attorney  
141 Pryor Street, SW – Suite 4038  
Atlanta, GA. 30303

Fulton County Government  
Director  
General Services Department  
141 Pryor Street, SW – Suite G-119  
Atlanta, GA. 30303

AS TO LESSOR:

MK Management Company  
Attn: Mr. Douglas S. Kuniansky  
1011 Collier Road  
Atlanta, GA. 30318

With a copy to:

Richard N. Lenner, Esq.  
Lenner, Schatten & Behrman, LLC  
1801 Peachtree Street, NE  
Suite 200  
Atlanta, GA 30309

**33. Damage or Theft of Personal Property**

All personal property brought into the Demised Premises by Lessee, or Lessee's employees or business visitors, shall be at the risk of Lessee only, and Lessor shall not be liable for the theft thereof or any damage thereto occasioned by any act of co-tenants, occupants, invitees or other users of the Building or buildings of which the Demised Premises may be a part of. Lessor shall not at any time be liable for damage to any property in or upon the Demised Premises, which results from gas, smoke, water, rain, ice or snow which issues or leaks from or forms upon any part of the Building or buildings of which the Demised Premises may be a part, or from the pipes or plumbing work of the same, or from any other place whatsoever, unless such damage results from defects or conditions of which Lessee has given Lessor written notice (or of which Lessor is otherwise aware) and Lessor has failed to perform Lessor's obligation to correct same in a prompt and timely manner.

**34. Eminent Domain**

(a) If title to any part of the Demised Premises is taken for any public or quasi-public use by virtue of the exercise of the power of eminent domain or private purchase in lieu thereof, or if title to so much of the Building or buildings of which the Building may be a part is taken that a reasonable amount of reconstruction thereof will not in Lessor's and Lessee's discretion result in the Demised Premises, or the Building or such other buildings being a practical improvement and reasonably suitable for use for the purpose for which they are designed, then in either event, this Lease Agreement shall terminate, at the option of Lessor, on the date that the condemning authority actually takes possession to the part so condemned or purchased. If title to the whole of the Demised Premises or such Building or buildings is taken by eminent domain or private purchase in lieu thereof, then this Lease Agreement shall terminate as of the date possession is so taken by the condemning authority.

(b) If this Lease Agreement is terminated under the provisions of this Article, rent shall be apportioned and adjusted as of the date of termination. Lessee shall have no

claim against Lessor for the value of any Leasehold estate or for the value of the unexpired Lease term. However, Lessee may claim any unamortized costs of Leasehold improvements made by Lessee (excluding those costs paid by the construction allowance hereunder) and any relocation expenses recoverable under applicable law.

(c) If there is a partial taking of the Demised Premises, the Building or such other buildings and this Lease Agreement is not thereupon terminated under the provisions of this Article, then this Lease Agreement shall remain in full force and effect, and Lessor shall, within a reasonable time thereafter, repair and restore the remaining portion of the Demised Premises, should they be affected, to the extent necessary to render the same tenantable, and shall repair or reconstruct the remaining portion of the Building to the extent necessary to make the same a complete architectural unit; provided that such work shall not exceed the scope of the work required to be done by Lessor in originally constructing such Building or the Demised Premises. Lessor shall also provide to Lessee an allowance not exceeding \$25,000 toward Lessee's costs of improvements for repair and reconstruction of the remaining portion of the Demised Premises; provided, however, Lessor shall not be required to expend more than the net proceeds of the condemnation award which are paid to Lessor in complying with its obligations hereunder.

(d) All compensation awarded or paid upon a total or partial taking of the Demised Premises or the Building or such other buildings shall belong to and be the property of Lessor without any participation by Lessee (except as otherwise provided in subparagraph (b) hereinabove or as hereafter provided). Nothing herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority from loss of business, damage to, and cost of removal of, trade fixtures, furniture and other personal property belonging to Lessee.

(e) After any partial taking of the Demised Premises which does not result in a termination of this Lease Agreement the Base Rent (as escalated) for the remainder of the Lease Term shall be reduced by the same percentage as the floor area of the space taken bears to the total floor area originally in the Demised Premises, and any other charges provided for hereunder shall be equitably adjusted.

### **35. Parties**

The term "Lessor", as used in this Lease Agreement, shall include Lessor and its assigns and successors in title to the Demised Premises. The term "Lessee" shall include Lessee and its heirs, legal representatives and successors, and shall include Lessee's assignees and sub-lessee, if this Lease Agreement shall be validly assigned or the Demised Premises sublet for the balance of the Lease Term or any renewals or extensions thereof.

### **36. Relocation of the Premises**

There shall be no relocation of the Demised Premises unless otherwise agreed to

by Lessor and Lessee in writing.

**37. Force Majeure**

In the event of strike, lockout, labor trouble, civil commotion, Act of God, or any other cause beyond either party's control (collectively "force majeure") resulting in such party's inability or delay to supply the services or perform the other obligations required hereunder, this Lease Agreement shall not terminate and such performance by either party shall be excused for a reasonable time given the nature of the cause.

**38. Submission of Lease**

The submission of this Lease Agreement for examination does not constitute an offer to Lease and this Lease Agreement shall be effective only upon execution hereof by Lessor and Lessee.

**39. Severability**

If any clause or provision of the Lease Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of the Lease Agreement shall not be affected thereby, and in lieu of each clause or provision of this Lease Agreement which is illegal, invalid or unenforceable, there shall be added as part of this Lease Agreement a clause or provision as may be legal, valid and enforceable.

**40. Entire Agreement**

This Lease Agreement together with the attached *Exhibit A* (DEMISED PREMISES FLOOR PLAN), *Exhibit B* (ADDENDUM TO LEASE AGREEMENT: LESSEE'S WORK), *Exhibit C* (ADDENDUM TO LEASE AGREEMENT: EARLY TERMINATION UNAMORTIZED SCHEDULE) and *Exhibit D* (SPECIAL STIPULATIONS) contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given such party hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**41. Obligation to Insure**

(a) Lessor acknowledges the following insurance coverage by Lessee. Nothing herein granted shall grant any rights to third parties.

(b) Lessee agrees to maintain a Public Entity Liability Insurance Policy for the duration of this Lease. The Retained limit of said policy is \$2,000,000.00. The Liability limits for said policy shall be \$5,000,000.00 for any one occurrence or wrongful act. Lessor shall be listed as an Additional Insured under said policy. Lessee shall provide

Lessor with a Certificate of Insurance confirming indicated coverage under said policy for the duration of this Lease.

(c) Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either party's property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer, whereby the insurer waives its rights of subrogation against the other party. The provisions of this clause shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

#### **42. Indemnification**

(a) Fulton County Government cannot Indemnify, (277, Ga. 248).

(b) Lessor and Lessee mutually release the other from all responsibility or liability for any loss, injury, or damage not covered by insurance.

#### **43. Hazardous Materials/Waste**

Lessee agrees that Lessee, its agents, servants, employees, licensees and contractors shall not use, manufacture, store or dispose of any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances (collectively "Hazardous Materials") on under or above the Demised Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products (aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Demised Premises for general office purposes.

#### **44. Headings**

The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease Agreement.

#### **45. Signage**

All of Lessee's Signage shall conform to Lessor and Fulton County signage standards and related codes. Lessor shall approve all signage for Demised Premises. Lessor reserves the right to remove any signage, at Lessee's expense, which was not approved by Lessor prior to installation. The cost and installation of all signage (interior and exterior) required for the Demised Premises is the responsibility of the Lessee. However, if build-out or renovation of the space is required, the cost of the signage may be included in the renovation cost "upon mutual agreement between Lessor and Lessee". At the expiration or earlier termination of this Lease, Lessee shall remove all of its signs



from the Demised Premises and repair any damage caused by such removal.

**46. Emergency Contact Information**

The Lessor shall provide Lessee, and Lessee shall provide Lessor with Emergency Contact Information which shall include a designated Individual or Company that shall be available 24 hours per day / 7 days per week basis to respond to and address any emergency that may arise at the Demised Premises. This information shall be made a part of the Lease.

**47. As-Is**

Except as otherwise provided in this Lease, Lessee hereby accepts the Demised Premises "AS IS" in the condition existing as of the date of this Lease, subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Demised Premises, and any covenants, or restrictions now of record with respect to the Demised Premises of which Lessee is notified. Lessee shall, at Lessee's sole expense, comply with all zoning, municipal, county, state, and federal laws, ordinances, regulations, rules, orders, directions and requirements now in force or which may hereinafter be in force, which shall impose any duty upon Lessor or Lessee with respect to the use, occupation or alteration of the Demised Premises, or as a result of the contents stored in the Demised Premises or distributed therefrom, including any improvements to the Demised Premises required by such governmental entities which shall be necessary to obtain a certificate of occupancy.

**48. Right of First Refusal**

Lessee shall have a right of first refusal on any acceptable Purchase Offer that Lessor receives during the tenancy. In the event Lessor receives an acceptable Purchase Offer, Lessee shall have the option of purchasing the Demised Premises for 103% of the acceptable Purchase Offer that the Lessor receives. Lessee must exercise its right of first refusal within fifteen ( 30) days of Lessee's receipt of the Purchase Offer or this right of first refusal shall be terminated and this paragraph shall have no further force or effect. In the event Lessee exercises their right of first refusal and purchases the Demised Premises, Lessor agrees to pay Bryant Commercial Real Estate Partners, LLC a sale commission equal to three percent (3%) of the gross sales price due and payable only at closing. This right of first refusal shall not apply to (i) any transfers between the owners of the Demised Premises or any of their family members, (ii) any charitable gifts or other estate planning transfers, or (iii) any transfer by foreclosure or deed in lieu of foreclosure or other transfer based on the exercise of remedies by any lender under a deed to secure debt on the Demised Premises or to any sale or transfer which is the first sale or transfer after a transfer by foreclosure or deed in lieu of foreclosure.

**49. Agency**

Douglas S. Kuniansky and David L. Kuniansky are licensed real estate brokers acting as principals in this transaction. M K Management Company, Inc. represents the Lessor in this transaction and will be compensated by the Lessor under separate agreement. M K Management Company, Inc. does not represent the Lessee in this transaction. Bryant Commercial Real Estate Partners, LLC represents the Lessee in this transaction and will be compensated by the Lessor under separate agreement. Bryant Commercial Real Estate Partners, LLC does not represent Lessor in this transaction. Lessee represents and warrants that it has not dealt with any other brokers or agents in connection with this Lease.

\*\*\*

IN WITNESS WHEREOF, the said parties have hereunto set their seals by their duly authorized agents, the day and year first above written.

FULTON COUNTY, A political subdivision of the state of Georgia.

By: *Karen Handel*  
Name: Karen C. Handel  
Title: Commission Chair

DAVID L. KUNIANSKY  
*David L. Kuniansky* (SEAL)

ATTEST:  
ITEM # 06-0855 RCS 8/16/06  
RECESS MEETING

By: *Mark Massey*  
Name: Mark Massey  
Title: Clerk to the Commission

AMY KUNIANSKY SMITH  
By: *David L. Kuniansky* (SEAL)  
David L. Kuniansky, Her Attorney-in-Fact

Affix Seal

APPROVED AS TO FORM for Fulton County:

This 16 day of AUGUST, 2006  
*John C. Lavelle*

DOUGLAS S. KUNIANSKY  
*Douglas S. Kuniansky* (SEAL)

Print: JOHN C. LAVELLE  
Title: LAND ADMINISTRATOR  
for Office of the County Attorney  
*Beryl Weiner*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

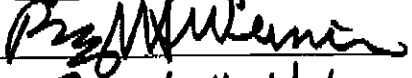
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Affix Seal

Affix Seal

APPROVED AS TO FORM for Fulton County:

This 8 day of August, 2006



Print Beryl H. Weiner  
Title Assoc. Fulton County Att.  
Office of the County Attorney

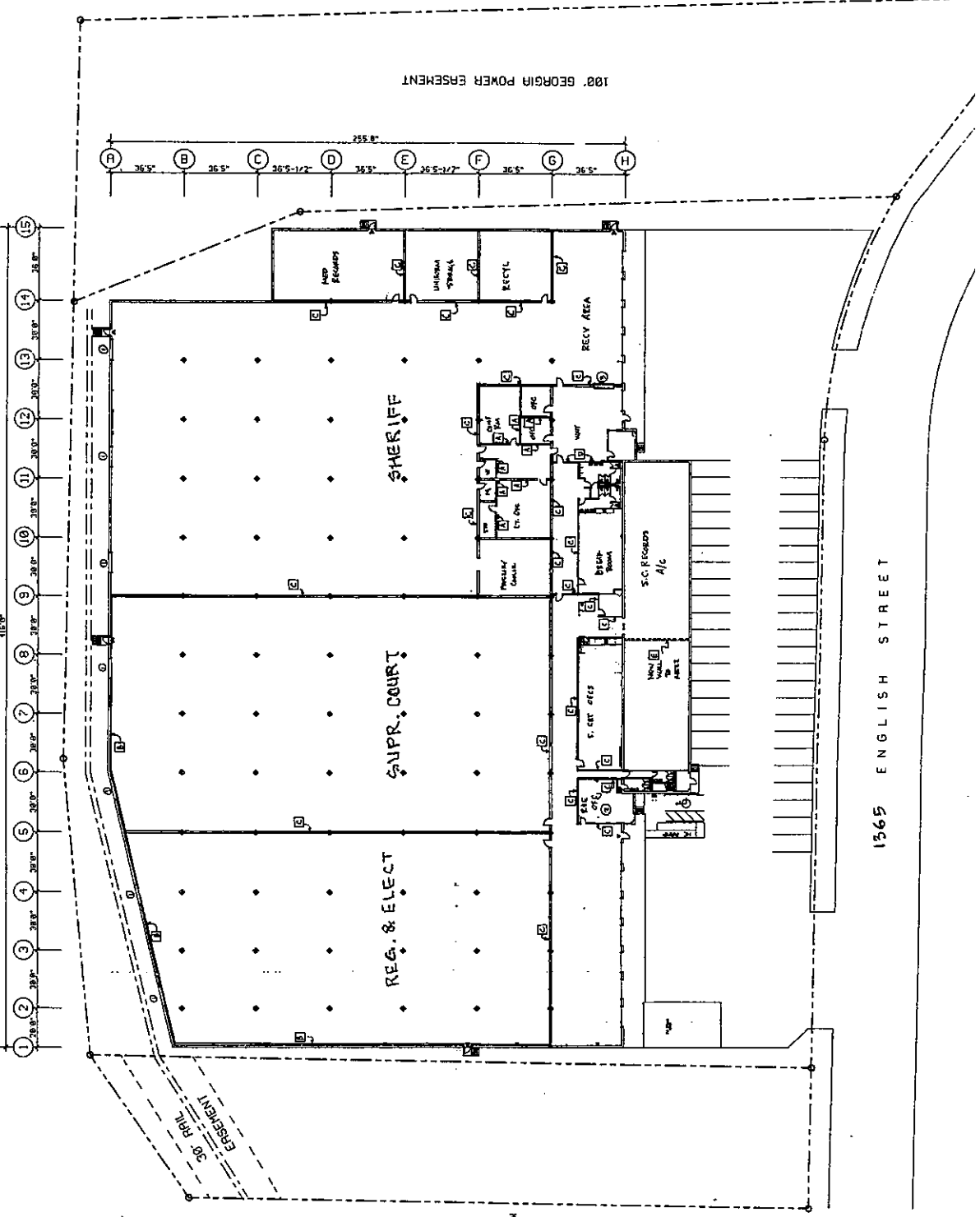
*Exhibit A*

**DEMISED PREMISES FLOOR PLAN**

The "Demised Premises" as outlined on the Floor Plan attached hereto as *Exhibit A-1* containing approximately 109,226 square feet, for the Fulton County Government, known as 1365 English Street N.W., Atlanta, Georgia 30318 including but not limited to common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the Demised Premises, are being granted hereunder.

REVISIONS

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- LEGAL**
- 1) Block of Rail District - 7' Easement
  - 2) American County - 25' of 3'
  - 3) American County - 25' of 3'
  - 4) American County - 25' of 3'
- NOTES**
- 1) INTERIOR WALLS TO 11'
  - 2) Non-Load - Batten to Deck 5 1/2" - 8" - 12" - 16" - 20" - 24" - 28" - 32" - 36" - 40" - 44" - 48" - 52" - 56" - 60" - 64" - 68" - 72" - 76" - 80" - 84" - 88" - 92" - 96" - 100"
  - 3) Deck with 1 1/2" x 6" joists
  - 4) 2" x 4" Deck with 1 1/2" x 6" joists
  - 5) Deck with 2" x 4" joists

Exhibit B

ADDENDUM TO LEASE AGREEMENT  
LESSEE'S WORK/CONSTRUCTION MANAGEMENT

Lessor agrees to provide Lessee a leasehold improvement allowance up to the amount of \$546,130.00 (\$5.00/sf) (the "Leasehold Improvement Allowance") for Lessee's cost of making permanent improvements to the interior of the Premises ("Lessee's Work") which shall at once become Lessor's property and shall remain Lessor's property at the termination of the Lease, unless, at Lessor's option, Lessor requires that Lessee remove any such improvement and restore the Premises to its original condition at Lessee's expense. There will be no reimbursement for expenditures on trade fixtures, furniture or equipment. Lessee agrees to hire M.K. Construction Corp. ("MK") to act as its construction manager to oversee construction of Lessee's Work. MK shall enter into a stipulated sum AIA contract with W. G. Peek & Associates, LLC, a Georgia limited liability company, as general contractor ("Peek"). Peek shall be responsible for all construction drawings, plans and any related materials. Peek shall secure all necessary licenses and permits from the appropriate local authorities prior to the commencement of Lessee's Work. The Contract Sum for Lessee's Work is \$1,204,422.00 (\$11.03/sf). Lessee shall be responsible for all improvement costs in excess of the \$5.00/sf Leasehold Improvement Allowance and shall guaranty payment to MK of all sums paid by MK to Peek for Lessee's Work above the Leasehold Improvement Allowance. Prior to the commencement of Lessee's Work, Lessee shall deliver a check payable to MK in the amount of the Contract Sum less the Leasehold Improvement Allowance plus a 4% construction management fee (based on the Contract Sum) to be held in escrow with Bryant Commercial Real Estate Partners (the "Escrow Agent"). Upon MK's receipt of an application for payment from Peek and approved by the architect, MK shall notify Lessee of the request for payment. Lessee shall authorize the Escrow Agent to remit said amount to MK within fifteen (15) days for payment to Peek. MK shall be paid a construction management of 4% of the Contract Sum, which amount shall be paid to MK with each approved application for payment. In the event any change orders are requested by Lessee and approved by Lessor and the architect, which change order increases the Contract Sum, such increase shall be paid by Lessee to the Escrow Agent within fifteen (15) days. Notwithstanding anything to the contrary above, Lessor shall contribute its Leasehold Improvement Allowance prior to drawing on the Lessee's deposit with the Escrow Agent.

Lessee shall submit in writing to Peek and Lessor plans and specifications detailing the alterations and materials to be used in the performance of Lessee's Work. Said plans and specifications shall be submitted to Peek and Lessor within sixty (60) days of the execution of this Lease. Lessor shall either approve or provide comments to said plans and specification within ten (10) days of receipt thereof. Once plans and specifications have been approved, Peek shall commence with Lessee's Work. Any delays in the completion of Lessee's Work, caused by Lessee, shall not affect the Rent Commencement Date.

Upon completion of Lessee's Work, Peek shall obtain a certificate of occupancy. Lessor's obligations to reimburse Lessee for its contribution to Lessee's Work shall be

conditioned upon Lessor's approval of the finished Lessee's Work and receipt of a certificate of occupancy. Such reimbursement shall also be conditioned upon Peek furnishing Lessor with a contractor's affidavit and final waiver of all liens and claims against Lessor or Lessee. Such reimbursement shall also be conditioned upon Lessee having opened the Premises for business. The maximum amount of Lessor's reimbursement shall be the lesser of (a) \$546,130.00 or (b) the amount of all obligations for labor and material verified by the above mentioned affidavits from contractors and subcontractors engaged in Lessee's Work.

Costs Proposal and Specifications are Attached hereto as Exhibit B-1

# AIA<sup>®</sup> Document A101<sup>™</sup> – 1997

## **Standard Form of Agreement Between Owner and Contractor** *where the basis of payment is a STIPULATED SUM*

**AGREEMENT** made as of the Eleventh day of September in the year of Two Thousand and Six

*(In words, indicate day, month and year)*

**BETWEEN** the Owner:

*(Name, address and other information)*

David L. Kuniansky, Douglas S. Kuniansky, Amy Kuniansky Smith  
c/o M. K. Management Company, Inc.  
1011 Collier Road  
Atlanta, GA 30318  
Telephone Number: 404-355-6000  
Fax Number: 404-355-0756

and the Contractor:

*(Name, address and other information)*

W. G. Peek & Associates, LLC; Federal ID #55-0907081  
3424 Peachtree Road, NE, Suite 450  
Atlanta, GA 30326  
Phone: 404-442-2894/Fax: 404-442-2837

The Project is:

*(Name and location)*

Fulton County; Project #2006018  
1365 English Street  
Atlanta, GA 30318

The Architect is:

*(Name, address and other information)*

Design Management Associates  
6445 Powers Ferry Road  
Suite 250  
Atlanta, GA 30339

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

Int.

AIA Document A101<sup>™</sup> – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1981, 1983, 1987, 1974, 1977, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:23:58 on 08/29/2006 under Order No.1000254816\_1 which expires on 8/17/2007, and is not for resale.  
User Notes:

(604631449)



**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**The General Renovations to 1365 English Street, Atlanta, GA 30318.**

In addition to the Work described in the Contract Documents, the Contract Sum shall include additional non-construction services generally described as follows:

a. Relocation Services for Fulton County Sheriff's Department	\$59,035.00
b. FF&E Services for Fulton County Sheriff's Department	\$356,801.77
c. FF&E For Registration and Elections	\$86,595.25
d. FF&E for Superior Court Records	\$141,374.62
e. Design and Construction Documents	\$31,046.50

Applications for Payment for such non-construction services must be approved, in writing, by Steve Wehunt of Fulton County, and such funds necessary to make said payments must be received by Owner from Fulton County prior to remitting payment to Contractor. Owner makes no representations as to the work performed for such additional non-construction services and no warranty is provided by Owner. Contractor shall be responsible to supervise such services and verify that such services have been performed. The Leasehold Improvement Allowance (defined in Exhibit "B") shall not be used for such additional non-construction services.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.) Upon receipt of City of Atlanta Building Permit.*

**The work of this agreement shall commence upon receipt of a notice to proceed and all necessary permits, whichever occurs later.**

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows: **December 31, 2006.**

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

*(Rows deleted)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

Int.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Seventy-nine Thousand Two Hundred Seventy-four Dollars and Zero Cents (\$ 1,879,274.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

For increases in the cost of the work, the Contractor's Fee shall be Ten Percent (10%) of the estimated cost of the additional work. There shall be no change to the Contractor's Fee for decreases in the cost of the work.

In the event any change orders are requested by Lessee and approved by Lessor and the architect, which change order increases the Contract Sum, such increase shall be paid by Lessee to the Escrow Agent within fifteen (15) days.

§ 4.3 Unit prices, if any, are as follows:

4.4 The owner agrees to provide evidence of satisfactory financing, prior to commencement of the work.

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the Thirtieth (30<sup>th</sup>) day of a month, the Owner shall make payment to the Contractor not later than the Fifteenth (15<sup>th</sup>) day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Owner receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten Percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;

Init.

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **N/A Percent**.
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*  
**(See Paragraph 5.2.3)**
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect
- .3 certificate of occupancy from City of Atlanta
- .4 final lien waiver.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**5.2.3** Upon correction by the Contractor of all punch list items and certification of such completion by the Architect, the Owner within thirty (30) days shall pay the Contractor the remaining contract balance.

Int.

**ARTICLE 6 TERMINATION OR SUSPENSION**

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Paragraph deleted)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 The Owner's representative is:  
*(Name, address and other information)*

Jay Moldow

§ 7.4 The Contractor's representative is:  
*(Name, address and other information)*

N/A

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

Document	Title	Pages
----------	-------	-------

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Init

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User Notes:

Title of Specifications exhibit: N/A

(Rows deleted)

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
CS	Cover Sheet	Issued for Construction 09/14/06
D1.0	Demolition Plan	Issued for Construction 09/14/06
A1.0	Partition Plan, Main Level	Issued for Construction 09/14/06
A1.1	Partition Plan, Notes & Legend	Issued for Construction 09/14/06
A2.0	Reflected Ceiling Plan	Issued for Construction 09/14/06
A2.1	RCP, Notes & Legend	Issued for Construction 09/14/06
A3.0	Power & Data Plan	Issued for Construction 09/14/06
A3.1	Power & Data Plan, Notes & Legends	Issued for Construction 09/14/06
A4.0	Finish Plan	Issued for Construction 09/14/06
A4.1	Finish Plan, Notes & Legends	Issued for Construction 09/14/06
A5.0	Details, Wall Types	Issued for Construction 09/14/06
A5.1	Details Millwork	Issued for Construction 09/14/06
A5.2	Details, Life Safety Plan	Issued for Construction 09/14/06



§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

 OWNER (Signature)	 CONTRACTOR (Signature)
<u>Douglas S. Kunigansky</u> (Printed name and title)	<u>W. Gardner Peek, President</u> (Printed name and title)

This contract is void if Fulton County does not deposit escrow funds as stipulated in the Lease.

DSK  
(initials)

W. G. PEEK & ASSOCIATES, LLC.  
ESTIMATE COVER SHEET

JOB : Fulton County Services  
REP : Gardner Peek 109,622 TOTAL USF  
Location: 1365 English Street  
EST : Estimate 7/10/2006  
DRWG: \_\_\_\_\_

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**DIVISION SUMMARY**

DIV 1000 - GENERAL CONDITIONS	68,155.00
DIV 2000 - DEMOLITION	13,025.00
DIV 3000 - CONCRETE	10,125.00
DIV 4000 - MASONRY	17,950.00
DIV 5000 - METALS	14,400.00
DIV 6000 - CARPENTRY	11,000.00
DIV 7200 - INSULATION	12,500.00
DIV 7500 - ROOFING	9,540.00
DIV 7900 - CAULKING	0.00
DIV 8000 - DOORS/FRAMES/HARDWARE	20,450.00
DIV 8800 - GLASS & GLAZING	9,250.00
DIV 9250 - GWB & METAL STUDS	215,250.00
DIV 9510 - ACOUSTICAL CEILING	8,000.00
DIV 9310 - TILE	0.00
DIV 9600 - RESILIENTS/CARPET/SPECIAL	61,500.00
DIV 9900 - PAINTING & WALLCOVERING	49,500.00
DIV 10000 - SPECIALTIES	13,500.00
DIV 15400 - PLUMBING	56,512.00
DIV 15500 - SPRINKLER	31,830.00
DIV 15800 - HVAC	335,300.00
DIV 16000 - ELECTRICAL	178,460.00

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Sub - Total	1,136,247.00
Fee:	<u>68,174.82</u>
<b>TOTAL COST:</b>	<b>\$ <u><u>1,204,421.82</u></u></b>
P.S.F.:	\$ 10.99



1011 Collier Road • Atlanta, GA 30318 • 404-355-6000 • FAX 404-355-0756

P.O. Box 19859 • Atlanta, Georgia 30325-0859



September 14, 2006

VIA FEDERAL EXPRESS: (404) 730-4212

Mr. Stephen D. Wehunt  
Fulton County  
General Service Department  
Land Division  
141 Pryor Street – Suite #8021  
Atlanta, GA 30303

RE: 1365 English Street  
Atlanta, GA 30318

Dear Steve:

Per our conversation this week, I have enclosed the following invoices:

INVOICE #	AMOUNT	FOR	
MK6606	\$706,468.00	Construction Services as follows:	
		Contract Sum	\$ 1,204,421
		Construction Management (4%)	48,177
		Subtotal	\$ 1,252,598
		Lessor Allowance	<546,130>
		Net Amount	\$ 706,468
MK6607	\$59,035.00	Relocation Sheriff's Department	
MK6608	\$356,801.77	F F & E Sheriff's Department	
MK6609	\$86,595.25	F F & E Registration & Elections	
MK6610	\$141,374.62	F F & E Superior Court	
MK6611	\$31,046.50	Design and Construction Documents	
MK1365	\$70,087.08	First month rent and security deposit	

I have updated our vendor information with your Purchasing Department and we have been assigned vendor #VS0000014376.

Please call 404.355.6000 or email me, [stan@mkmanagement.com](mailto:stan@mkmanagement.com) if you have any questions.

We look forward to working with you and having Fulton County as our tenant in this building.

Sincerely,

Stan Bieniek  
Controller



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County  
General Service Department  
Land Division  
141 Pryor Street – Suite #8021  
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6606**  
Date: 9-13-06 Job #: 2006018  
Job Name: Fulton County  
Job Location: 1365 English Street  
Atlanta, GA 30318  
Vendor : VS0000014376  
Terms: Per Contract Documents

**INVOICE**

Construction Services \$706,468.00

Total Due: \$706,468.00

Please make your check payable to MK Management Company, Inc.

Thank you.

10/07/06  
ok/sec





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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County  
General Service Department  
Land Division  
141 Pryor Street – Suite #8021  
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6608**  
Date: 9-13-06 Job #: 2006018  
Job Name: Fulton County  
Job Location: 1365 English Street  
Atlanta, GA 30318  
Vendor : VS0000014376  
Terms: Per Contract Documents

INVOICE

F F & E Services for Fulton County  
Sheriff's Department \$356,801.77

Total Due: \$356,801.77

Please make your check payable to MK Management Company, Inc.

Thank you.

11/07/06  
*oh/Hce*



Fulton County - FF&E Budget

Revised - August 21, 2006

ITEM	QTY.	DESCRIPTION	UNIT	TOTAL
<b>Sheriff Department</b>				
<b>Private Offices</b>				
1.	(8)	U Group Desk Unit, 36 x 72 Desk 24 x 48 Bridge, 24 x 72 Credenza Box Box File and File File Drawers Wood Finish: TBD	1,479.60	11,836.80
2.	(8)	Five High Bookcase, 13 x 36 Wood Finish: TBD	352.68	2,821.44
3.	(8)	Four Drawer Lateral File, 20 x 35 Wood Finish: TBD	887.60	7,100.80
4.	(1)	48" Round Office Conference Table Wood Finish: TBD		489.20
5.	(8)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	1,965.60
6.	(20)	Guest Chair, Upholstered Seat and Back Fabric: Grade A, TBD Black Arms and Frame	189.10	3,782.00
<b>Lobby</b>				
7.	(6)	Guest Chair, Upholstered Seat and Back Fabric: Grade A, TBD Black Arms and Frame	189.10	1,134.60
8.	(2)	Corner Occasional Table, 20 x 20 Laminate Finish: TBD	134.25	268.50

**Conference Rooms**

9.	(1)	Closed Credenza, 20 x 72 Laminate Finish: TBD		768.30
10.	(12)	Mid Back Conference Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	2,948.40
11.	(1)	12 x 4 Conference Table Laminate Finish: TBD		870.10

**Break Room**

12.	(6)	36" Square Break Table Laminate Finish: TBD	210.75	1,264.50
13.	(24)	Break Chair without Arms Poly Shell Seat and Back Finish: TBD, Black Frame	98.70	2,368.80
14.	(1)	Refrigerator Color TBD		700.00
15.	(1)	Microwave		150.00
16.	(1)	Commercial Coffee Maker		300.00

**Misc.**

17.		High Density Shelving Per Plan Layout Max-Track Manual Mobile System 42" Shelving, 8 high with Dividers Finish: TBD		168,870.30
18.	(1)	Workroom Counter and Overhead Storage, Systems Setup with File Storage Below		1,897.64
19.	(6)	24 x 72 Laminate Folding Table For Recycling Room Laminate Finish: TBD	148.00	888.00
20.	(1)	14 x 16 Walk In Cooler Installation, Freight Included		21,102.50

**Warehouse**

21.		Sheriff's Dept - Racking System for Warehouse 112 Bays - 5 levels, Wire Decking 48 x 192, Non-Seismic		64,792.00
		Labor to receive and install		8,422.96

		Freight Estimate		6,479.20
22.	(4)	3 Wide Metal Lockers, 6 lockers per Unit, 12 x 15 x 72, Finish: TBD	522.84	2,091.37
		Freight Estimate		250.00
23.		Estimated Project Management Fee		4,400.00

**Installation**

24.		Provide labor to receive, deliver and install all furniture and appliances listed above. This anticipates all work to be completed during normal working hours, loading docks at a building location and exclusive use of dock at scheduled delivery times.		17,950.00
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		<b>Nontaxable Total</b>		<b>\$37,502.16</b>
		<b>Taxable Total</b>		<b>\$298,410.85</b>
		<b>Budget Subtotal</b>		<b>\$335,913.01</b>
		<b><u>Estimated Sales Tax</u></b>		<b><u>\$ 20,888.76</u></b>
		<b>BUDGET TOTAL</b>		<b>\$ 356,801.77</b>

**Note:**

- Freight is included in pricing. Sales tax is estimated and will be charged on final invoice.
- Installation is included and anticipates delivery and install during normal working hours.
- Project Management Fee is based on 120.00 hours @ 110.00 per hour. This includes time allowed for move coordination of Fulton County supplied vendors.
- Estimated lead times vary from date of order entry.
- Order will be entered upon receipt of signed authorization and 50% deposit.
- Terms: 50% Deposit - Net 30 days.



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County  
General Service Department  
Land Division  
141 Pryor Street – Suite #8021  
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6610**  
Date: 9-13-06 Job #: 2006018  
Job Name: Fulton County  
Job Location: 1365 English Street  
Atlanta, GA 30318  
Vendor : VS0000014376  
Terms: Per Contract Documents

**INVOICE**

F F & E Services for Superior Court Records	\$141,374.62
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Total Due:	\$141,374.62
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Please make your check payable to MK Management Company, Inc.

Thank you.

*11/27/06*  
*oh/ser*



Fulton County - FF&E Budget  
August 15, 2006

ITEM	QTY.	DESCRIPTION	UNIT	TOTAL
<b>Superior Court Private Offices</b>				
1.	(4)	U Group Desk Unit, 36 x 72 Desk 24 x 48 Bridge, 24 x 72 Credenza Box Box File and File File Drawers Wood Finish: TBD	1,479.60	5,918.40
2.	(4)	Five High Bookcase, 13 x 36 Wood Finish: TBD	352.68	1,410.72
3.	(4)	Four Drawer Lateral File, 20 x 35 Wood Finish: TBD	887.60	3,550.40
4.	(4)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	982.80
5.	(8)	Guest Chair, Upholstered Seat and Back Fabric: Grade A, TBD Black Arms and Frame	189.10	1,512.80
<b>Workstations</b>				
6.	(2)	AIS 8 x 8 Workstations, Powered L Shape surface layout, (1) Shelf (1) Closed Overhead Storage, (2) File Drawers, (1) Tasklight Fabric: Grade 1, TBD, Finish: TBD	3,258.90	6,517.80
7.	(2)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	491.40

Warehouse

8.	Superior Court - Racking System for Warehouse 140 Bays - 5 levels, Wire Decking 48 x 192, Non-Seismic	80,990.00
	Labor to receive and install	10,528.70
	Freight Estimate	8,099.00
9.	Project Management Fee	4,400.00

Installation

10.	Provide labor to receive, deliver and install all furniture listed above. This anticipates all work to be completed during normal working hours, loading docks at a building location and exclusive use of dock at scheduled delivery times.	9,876.40
	<b>Budget Sub-total</b>	<b><u>\$134,278.42</u></b>

Nontaxable Total	\$32,904.10
Taxable Total	\$101,374.32
Budget Sub-Total	\$134,278.42
<u>Estimated Sales Tax</u>	<u>\$ 7096.20</u>
<b>BUDGET TOTAL</b>	<b>\$141,374.62</b>

Note:

- Freight is included in pricing. Sales tax is estimated and will be charged on final invoice.
- Installation is included and anticipates delivery and install during normal working hours.
- Project Management Fee is based on 120.00 hours @ 110.00 per hour. This includes time allowed for move coordination of Fulton County supplied vendors.
- Estimated lead times vary from date of order entry.
- Order will be entered upon receipt of signed authorization and 50% deposit.
- Terms: 50% Deposit - Net 30 days.



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County  
General Service Department  
Land Division  
141 Pryor Street – Suite #8021  
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6609**  
Date: 9-13-06 Job #: 2006018  
Job Name: Fulton County  
Job Location: 1365 English Street  
Atlanta, GA 30318  
Vendor : VS0000014376  
Terms: Per Contract Documents

**INVOICE**

F F & E Services for Registrations  
and Elections \$ 86,595.25

Total Due: \$ 86,595.25

Please make your check payable to MK Management  
Company, Inc.

Thank you.

11/07/06  
*oh/scl*





Fulton County - FF&E Budget

August 15, 2006

ITEM	QTY.	DESCRIPTION	UNIT	TOTAL
<b>Registration &amp; Elections</b>				
<b>Private Offices</b>				
1.	(2)	U Group Desk Unit, 36 x 72 Desk 24 x 48 Bridge, 24 x 72 Credenza Box Box File and File File Drawers Wood Finish: TBD	1,479.60	2,959.20
2.	(2)	Five High Bookcase, 13 x 36 Wood Finish: TBD	352.68	705.36
3.	(2)	Four Drawer Lateral File, 20 x 35 Wood Finish: TBD	887.60	1,775.20
4.	(2)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	491.40
5.	(4)	Guest Chair, Upholstered Seat and Back Fabric: Grade A, TBD Black Arms and Frame	189.10	756.40
<b>Workstations</b>				
6.	(2)	AIS 8 x 8 Workstations, Powered L Shape surface layout, (1) Shelf (1) Closed Overhead Storage, (2) File Drawers, (1) Tasklight Fabric: Grade 1, TBD, Finish: TBD	3,258.90	6,517.80
7.	(2)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	491.40

Warehouse

8.	Elections - Racking System for Warehouse 80 Bays – 4 levels, Wire Decking 48 x 192, Non-Seismic	46,280.00
	Labor to receive and install	6,016.40
	Freight Estimate	4,628.00
9.	Project Management Fee	4,400.00

Installation

10.	Provide labor to receive, deliver and install all furniture listed above. This anticipates all work to be completed during normal working hours, loading docks at a building location and exclusive use of dock at scheduled delivery times.	7,375.72
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Budget Subtotal: 82,396.88

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Nontaxable Total	\$22,420.12
Taxable Total	\$59,976.76
Budget Subtotal	\$82,396.88
<u>Estimated Sales Tax</u>	<u>\$4,198.37</u>

BUDGET TOTAL \$ 86,595.25

Note:

- Freight is included in pricing. Sales tax is estimated and will be charged on final invoice.
- Installation is included and anticipates delivery and install during normal working hours.
- Project Management Fee is based on 120.00 hours @ 110.00 per hour. This includes time allowed for move coordination of Fulton County supplied vendors.
- Estimated lead times vary from date of order entry.
- Order will be entered upon receipt of signed authorization and 50% deposit.
- Terms: 50% Deposit - Net 30 days.



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County  
General Service Department  
Land Division  
141 Pryor Street – Suite #8021  
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6611**  
Date: 9-13-06 Job #: 2006018  
Job Name: Fulton County  
Job Location: 1365 English Street  
Atlanta, GA 30318  
Vendor : VS0000014376  
Terms: Per Contract Documents

**INVOICE**

Design and Construction Documents \$ 31,046.50

Total Due: \$ 31,046.50

Please make your check payable to MK Management Company, Inc.

Thank you.



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County  
General Service Department  
Land Division  
141 Pryor Street – Suite #8021  
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK1365**  
Date: 9-13-06  
Lessee: Fulton County  
Premises: 1365 English Street  
Atlanta, GA 30318  
Vendor : VS0000014376  
Terms: Per Master Lease Agreement  
Dated 08.16.06

**INVOICE**

First month minimum rent	\$ 35,043.54
Security Deposit	35,043.54

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Total Due:	\$ 70,087.08
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Please make your check payable to MK Management Company, Inc.

Thank you.



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County  
General Service Department  
Land Division  
141 Pryor Street – Suite #8021  
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6607**  
Date: 9-13-06 Job #: 2006018  
Job Name: Fulton County  
Job Location: 1365 English Street  
Atlanta, GA 30318  
Vendor : VS0000014376  
Terms: Per Contract Documents

**INVOICE**

Relocation Services for Fulton County  
Sheriff's Department \$ 59,035.00

Total Due: \$ 59,035.00

Please make your check payable to MK Management Company, Inc.

Thank you.

Exhibit C

ADDENDUM TO LEASE  
EARLY TERMINATION UNAMORTIZED SCHEDULE

*The table below reflects the Early Termination Unamortized Amounts due Lessor if the Lease is terminated by Lessee prior to December 31, 2016 as outlined in Section 2(e) - Term of this Lease. The amount due is based on the year notice of Early Termination is given by Lessee. The unamortized amount shall be due and payable in full along with any amount due for unpaid rent, or other amounts as outlined in this Lease at the time Early Termination is given.*

If Early Termination occurs during:

Early Termination  
Unamortized Amount

2007	\$724,725.58
2008	\$672,405.04
2009	\$614,605.85
2010	\$550,754.34
2011	\$480,216.76
2012	\$402,293.95
2013	\$316,209.51
2014	\$221,112.00
2015	\$116,056.57

*Exhibit D*

**SPECIAL STIPULATIONS**

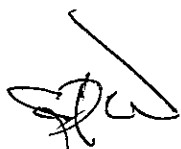
Lessor will permit Lessee to contract with Property Manager or third party of their choice to coordinate maintenance of all building systems for which Lessee is responsible.

Lessor agrees to give all consideration to using the Fulton County Lease document to be provided by Fulton County for the proposed Lease, subject to modifications as shown.



## INTEROFFICE MEMORANDUM

**To:** John Lavelle,  
Land Administrator

**From:** Stephen D. Wehunt,   
Real Estate Specialist – Land Division

**Subject:** MK Management –  
Escrow Payment for  
Warehouse Leasehold Improvements

**Date:** October 16, 2006

---

GENERAL SERVICES DEPT.-LAND DIVISION 141 PRYOR ST., S.W., SUITE 8021, ATLANTA, GA 30303 PHONE: (404) 730-7870 FAX: (404) 730-7877

STEPHEN D. WEHUNT,  
REAL ESTATE SPECIALIST

Phone: 404/730-4212  
Email: [steve.wehunt@fultoncountyga.gov](mailto:steve.wehunt@fultoncountyga.gov)

JOHN C. LAVELLE (404) 730-7881  
LAND ADMINISTRATOR

Following is the background information you requested for Finance related to the subject funds:

Purchase and installation of and payment for Furniture, Fixtures and Equipment (FF&E) is inclusive in "Leasehold Improvement" referenced in "Exhibit B" of the Lease. However, that may not be clear to someone who does not work in or have knowledge of the construction process.

In the seventeen years I have been with the County I have been directly responsible for various construction projects for the County. It has been typical for those projects and in general as far as I am aware that FF&E is considered part of the overall improvements for lease renovations, capital improvement projects and fast tract projects. Also, it has been typical that the Owner purchase and install FF&E and the County pay the Owner for FF&E as part of the overall project costs.

A good example of this practice would be the North Fulton Regional Health Center which was completed this June. I was the Project manager for this project also. Holder Properties is the Owner of the leased space and completed the Leasehold Improvement for the County. As a part of the improvements Holder expensed over five hundred thousand dollars for FF&E for the County. The County paid Holder direct for the FF&E and they in turn paid their contractor and vendors.

The Invoice I delivered to you from Holder Properties is for the renovation of the office space at Royal 400 for Commissioner Riley.

Her move to this site was based to the direction to terminate the lease at Holcomb Woods due to the Chair closing her office at the end of the year.

At the direction of the County Manager space was provided for Commissioner Riley within the space occupied by the Police Department. And the costs for the renovation provided by General Services.

The County paid Holder direct for the original renovation of the space for Health, the Tax Assessor and Tax Commissioner (now Police space). In that the initial renovation costs were paid, as we discussed, it appears that the best way to pay this invoice would be on a pay voucher.

If I can help in any way please let me know.



## FIRST AMENDMENT TO MASTER LEASE

THIS FIRST AMENDMENT TO MASTER LEASE (this "First Amendment") is made and entered into as of the 21<sup>st</sup> day of December, 2016, by and between **DAVID L. KUNIANSKY, DOUGLAS S. KUNIANSKY and AMY KUNIANSKY SMITH (collectively" Lessor"**), and **FULTON COUNTY**, a political subdivision of the State of Georgia ("Lessee").

### RECITALS:

- A. Pursuant to that certain Lease between the parties hereto dated August 16, 2006 (the "Lease") containing approximately 109,226 square feet, known at 1365 English Street, N.W., Atlanta, Georgia 30318 (the "Premises").
- B. The Term of the Lease is scheduled to expire on December 31, 2016 (the "Current Termination Date"), and the parties desire to extend the term of the Lease until December 31, 2021.
- C. Lessor is the current owner of the Building and is the Lessor under the Lease.
- D. Lessor and Lessee desire to amend and modify the Lease as hereinafter set forth to further extend the Term and for other purposes as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term.

- a) The Term of the Lease is hereby extended for five one-year renewal terms, beginning on January 1, 2017, and expiring on December 31, 2021, which 5-year period is sometimes referred to as the "Extended Term".
- b) The five (5) one-year automatic renewals shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for in the Lease.

In no event shall this Lease continue beyond December 31, 2021 unless extended as provided herein by mutual consent. If the termination date falls on a Saturday, Sunday or national holiday, the lease Term shall be extended to midnight of the next business day provided Lessee is not in default under the terms and conditions outlined herein.

2. Early Termination.

- a) The Lease may be terminated by either Lessee or Lessor as of the last day of a calendar year by providing written notice (the "Notice of Lease Termination") to the other party prior to October 1 of such calendar year, in which event the Lease, as amended hereby, shall terminate as of December 31 of such calendar year. Otherwise, the Lease, as amended hereby, shall terminate absolutely and without further obligation on the part of the Lessee or Lessor as of December 31, 2021, unless extended by mutual written agreement of the parties.
- b) If Lessee exercises the foregoing option to terminate, then as a condition of such early termination, Lessee shall, at the time of such exercise, pay Lessor an amount equal to the sum of the unamortized broker's commission paid by Lessor (amortized over the Extended Term of this Lease at an assumed interest rate of 10%), the payment of which sum must accompany Lessee's termination notice for the same to be effective. Lessee's option to terminate this Lease under this paragraph with respect to any particular calendar year shall be null, void and of no further force or effect if Lessee fails to timely exercise the foregoing termination and pay the termination fee. Lessor and Lessee agree that the termination fee described in this Section 2 shall be as set forth below for the termination date indicated:

<u>Early Termination Date</u>	<u>Termination Fee</u>
December 31, 2017	\$75,544.48
December 31, 2018	\$65,798.77
December 31, 2019	\$55,032.56
December 31, 2020	\$43,138.99

- c) If the Lease is terminated pursuant to this Section 2, Lessee shall not be liable for the payment of monthly installments of Rent or Additional Rent allocable to any period after the effective date of such early termination and Lessee's surrender of the Premises.

3. Rent.

- a) Subject to Section 2 above, Lessee shall remain liable for the payment of Rent for the Premises through the Current Termination Date in the amount and manner set forth in the Lease.
- b) Subject to Section 2 above, beginning on January 1, 2017, Lessee shall pay monthly installments of Rent in advance of or on the first day of each calendar month during the Extended Term, without demand, deduction or set off, in the following amounts, and otherwise in the manner set forth in the Lease:

<u>Period</u> <u>(Calendar Year)</u>	<u>Annual Rent</u>	<u>Monthly Installment</u> <u>of Rent</u>
2017	\$544,827.00	\$45,402.25
2018	\$544,827.00	\$45,402.25
2019	\$544,827.00	\$45,402.25
2020	\$558,720.00	\$46,560.00
2021	\$558,720.00	\$46,560.00

Monthly rental payments shall continue to be paid to Lessor, care of M K Management Company, Inc. M K Management Company, Inc. is the agent of the Lessor and shall be compensated by Lessor. M K Management Company, Inc. has not represented Lessee in this transaction.

4. Repairs by Lessor

Paragraph 20 of said Lease regarding Repairs by Lessor is amended to provide that Lessor will be responsible for the following:

- a) All existing HVAC equipment, including preventative maintenance, repairs and replacements
- b) Landscape maintenance
- c) Pest Control
- d) Annual Truck Door adjustments
- e) Sprinkler system maintenance and inspections
- f) Light bulb replacement

Additionally, Lessor shall perform the following Tenant Improvements no later than January 30, 2017:

- g) Replace warehouse lights per the attached Exhibit "A" White Tail Electric Estimate dated April 26, 2016; and
- h) Replace and repair the warehouse air conditioning per Exhibit "B" Ful-Bro Heating and Air Conditioning, Inc. Estimate dated May 20, 2016.
- i) Perform the tenant improvements as shown on the attached Exhibit "C" Sundance Construction, Inc. Estimate. Upon completion of the Sundance Construction tenant improvements Lessee shall pay Lessor \$30,000.00. The balance of the sums due under the Sundance estimate has been amortized over the Extended Term.

5. Security Deposit.

Lessor shall continue to hold the Security Deposit in the amount of \$35,043.34 pursuant to Paragraph 6 of the Lease through the expiration or earlier termination of the Term of the Lease (as extended hereby).

6. Submission of Amendment.

The submission of this Amendment to Lessee or to Lessor shall not be construed as an offer, and neither Lessee nor Lessor shall have any rights under this Amendment unless approved on the minutes of the Fulton County Board of Commissioners, and both parties execute originals of this Amendment and deliver the same to the other.

7. Miscellaneous.

Lessor and Lessee hereby acknowledge and confirm that the Lease, as amended hereby, is in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective, permitted successors and assigns. This Amendment shall be governed by and construed under the laws of the State of Georgia. Whenever terms are used in this Amendment, but are not defined, such terms shall have the same meaning as set forth in the Lease. Except as modified by this Amendment, Lessor and Lessee do hereby ratify and reaffirm each and every provision, term, covenant, agreement and condition of the Lease. The Lease, as modified by this Amendment, sets forth the entire agreement between Lessor and Lessee and cancels all prior negotiations, arrangements, agreements and understandings, if any, between Lessor and Lessee regarding the subject matter of this Amendment. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. Lessee represents and warrants that the person executing this Amendment is authorized to execute and deliver this Amendment and that all necessary approvals and consents have been obtained to bind Lessee under this Amendment and the Lease in accordance with their terms.

8. Counterparts.

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Amendment may further be executed and delivered by facsimile or by electronic mail.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the duly authorized officers of Lessor and Lessee have signed and sealed this Amendment as of the day and year first set forth above.

**LESSOR:**

**DAVID L. KUNIANSKY\***

David L. Kuniansky (SEAL)

**AMY KUNIANSKY SMITH**

By: David L. Kuniansky (SEAL)  
David L. Kuniansky, Her Attorney-in-Fact

**DOUGLAS S. KUNIANSKY\***

Douglas S. Kuniansky (SEAL)

\*David L. Kuniansky and Douglas S. Kuniansky are licensed real estate brokers acting as principals in this transaction.

**LESSEE:**

**FULTON COUNTY,**

a political subdivision of the State of Georgia

By: John H. Eaves  
John H. Eaves  
Chair-Fulton County Board of Commissioners

ATTEST

By: Mark Massey  
Mark Massey  
Clerk to the Commission



ITEM # 16-1165 RCS 12/21/2016  
RECESS MEETING

APPROVED AS TO FORM FOR FULTON COUNTY

This 21st day of December 2016.

By: \_\_\_\_\_

Name: Mark Massey  
Office of the Fulton County Attorney

EXHIBIT "A"

White Tail Electric Estimate

# EXHIBIT "A"

White Tail Electric, Inc.  
 4345 Creek Park Drive  
 Suite 201  
 Suwanee, GA 30024  
 (678) 541-0561

## Estimate

DATE	ESTIMATE #
4/26/2016	English Str

JOB NAME / ADDRESS
MK Construction Attn: Ed Ragsdale Post Office Box 19859 Atlanta, Georgia 30325

CUSTOMER
Lighting Upgrade 1365 English Street

PROJECT

QUANTITY	DESCRIPTION
1 170 37 5	Warehouse / open deck areas Lot demo the existing MH high bay lighting and placed the old fixtures in dumpster provided by others New 6 lamp T5 fluorescent high bay lights to achieve 35fc Mezzanine Area Existing 2x4s replaced with new acrylic T8 fixtures Existing 2x2s replaced with new acrylic T8 fixtures ALTERNATE: To provide occupancy sensors on the T5 high bay lights ADD \$10,330.00 NOTE: Old fixtures to be disposed of by others NOTE: New T5 fixtures to be centered in the isles where applicable

<b>TOTAL</b>	\$42,240.00
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EXHIBIT "B"

Ful-Bro Heating and Air Conditioning, Inc. Estimate



# EXHIBIT "B"



## Ful-Bro Heating and Air Conditioning, Inc.

3230 Cumberland Dr.

Chamblee, GA 30341

Phone (770) 457-1211 Fax (770) 458-6598

May 20, 2016 Revised 12/27/2016 \*

Ed Ragsdale  
MK Management

Re: 1365 English St. – Repairs and Replacements

Dear Ed,

Here are the prices to repair or replace equipment at the above address.

*\*Note the RTU numbers below and on the attached sheet are now correct, as they appear on the equipment.*

System	Description	Price
RTU-1	Option A: Replace the face plate support pieces above the burner.	\$800
	Option B: Replace with New Carrier model 48TCDD14A2A6	\$11,400
RTU-2	Option A: Replace the face plate support pieces above the burner.	\$800
	Option B: Replace with New Carrier model 48TCDD14A2A6	\$11,400
RTU-3	Replace with New Carrier model 48TCDD14A2A6	\$11,400
RTU-9	Replace with New Carrier model 48TCDD14A2A6	\$11,400
RTU-10	Replace with new Carrier model 48TCDD12A2A6	\$9900
RTU-11	Option A: Attempt to repair leak and recharge circuit #1 (no guarantee)	\$1400
	Option B: Replace with new Carrier model 48TCDD12A2A6	\$9900
RTU-12	Replace with new Carrier model 48TCDD12A2A6	\$9900
RTU-13	Option A: Attempt to repair leak and recharge circuit #1 (no guarantee), replace rollout switch.	\$1500
	Option B: Replace with new Carrier model 48TCDD12A2A6	\$9900
RTU-15	Replace control board and pressure switch.	\$830

Prices include all labor, disposal of old units and crane fee.

The equipment installed by Ful-Bro carries the manufacturer's standard warranty.  
Ful-Bro guarantees labor and materials on new equipment for 1 year.

Quote good for 30 days.

Please call if you have any questions.

Sincerely,  
Jeff Dyer

EXHIBIT "C"

Sundance Construction, Inc. Estimate



PO BOX 767067  
 ROSWELL, GA 30076  
 ☎ 770.552.0063 (FAX)770.552.7314

## COST ESTIMATE

PROJECT: CONDITIONED STORAGE AREA  
 OPTION: FULL HT WAREHOUSE AREA W/ 2-5 TON RTU'S  
 ALL LIGHTING REWORK IS BY OTHERS  
 NO DESIGN OR PERMIT COST  
 LOCATION: 1365 ENGLISH STREET

DATE: SEPT 13, 2016  
 REV. 0

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**REVISION NOTES:**

NONE

**GENERAL NOTES:**

- A. ITEMS LISTED WITH ZERO (OR BLANK) QUANTITIES OR NOTED "NIC" ARE FOR CLARIFICATION ONLY AND ARE NOT INCLUDED UNDER PROJECT SCOPE.
- B. ITEMS LISTED AS "ALLOWANCES" (ALLW) ARE SUBJECT TO CORRECTION BASED ON ACTUAL FIELD CONDITIONS, MODELS SELECTED, AND ACTUAL QUANTITIES USED OR REQUIRED. ALLOWANCE AS LISTED INCLUDE OVERHEAD AND PROFIT WHICH SHALL BE ADJUSTED PROPORTIONALLY WITH FINAL ALLOWANCE AMOUNTS.
- C. ESTIMATE BASED ON OUTLINE FLOOR PLAN DATED 160812 (ATTACHED) AND SITE VISIT W/ ED RAGSDALE

**BID NOTES:**

- A. ALL UTILITIES & RESTROOMS ARE ASSUMED EXISTING AND AVAILABLE FOR REASONABLE USE BY CONTRACTOR AT NO COST.
- B. BUILDING WORK ASSUMED UNOCCUPIED
- C. POWER IS ASSUMED FROM EXISTING WAREHOUSE COLUMN MOUNTED PANEL
- D. WORK TO PROCEED DURING NORMAL WORK HOURS
- E. MOVING OF FURNITURE, RACKING, AND STORED PRODUCT IS NOT INCLUDED UNDER SCOPE OF THIS QUOTE
- F. NEW WALLS ARE TO ROOF DECK W/ R-19 INSULATION AND GWB ON EACH SIDE EXISTING 12' HIGH FRAMED WALL TO BE EXTENDED TO ROOF DECK W/ R-11 INSULATION AND GWB ON WORK SIDE ONLY
- G. DOORS TO BE METAL W/ STANDARD DUTY LOCKSETS AND SURFACE MOUNTED SLIDE BOLTS. DOORS AND FRAMES - PAINTED
- H. DRYWALL TO BE FINISHED AND SANDED SMOOTH - NO PAINTING

**ALTERNATES:**

- a. RUBBER BASE BOTH SIDES OF NEW WALLS- ADD \$572
- b. PAINT NEW WALLS BOTH SIDES- \$4,331 (includes full ht on work side of extended half wall)

c. INSULATE UNDERSIDE OF ROOF DECK- TBD IF REQUESTED)

d. CORED BOLLARDS- TBD (IF REQUESTED)

LINE	WORK ITEM	QTY	UNIT	COST	COMMENTS
1	**GENERAL CONDITIONS**				
2	+SEC. TOTAL:	\$6,224		\$0	
3	SUPERVISION / LAYOUT		3 WKS	\$2,213	
4	TRUCK & SMALL TOOLS		3 WKS	\$1,192	
5	ARCHITECTURAL DESIGN & PERMIT TIME		NIC	\$0	
6	FIRE MARSHAL REVIEW ALLOWANCE		NIC	\$0	
7	BLDG PERMIT & CO ALLOWANCE		NIC	\$0	
8	CLEANUP		1 LS	\$417	
9	TEMP DUST CONTROL		1 LS	\$417	
10	TRASH & DUMP FEES		1 LDS	\$397	
11	TEMP. TOILET		0 MTH	\$0	
12	LIFT EQUIPMENT		2 EA	\$1,589	
13				\$0	
14				\$0	
15	**STEEL & DECKING**			\$0	
16	+SEC. TOTAL:	\$0		\$0	
17	NO WORK			\$0	
18				\$0	
19				\$0	
20	**ROOFING/PENETRATIONS**			\$0	
21	+SEC. TOTAL:*	\$0		\$0	
22	HVAC EQUIP CURBS - BUILT-UP ROOF		SEE BELOW	\$0	INCLUDED IN HVAC SECTION BELOW
23				\$0	
24				\$0	
25	**DOORS/FRAMES/HARDWARE**			\$0	
26	+SEC. TOTAL:	\$1,857		\$0	
27	HM DOOR FRAME (3/0x7/0x5-7/8)		1 EA	\$168	
28	HM DOOR FRAME (6/0x7/0x5-7/8)		1 EA	\$211	
29	18 GA METAL DOORS		3 EA	\$898	
30	CLOSERS (CORBIN DC3210)		2 EA	\$208	
31	LOCKSETS (CAL-ROYAL SL-00)		2 EA	\$147	
32	SURFACE MOUNTED SLIDE BOLTS		1 PR	\$77	
33	BALL BEARING HINGES		9 EA	\$114	
34	FLOOR/WALL STOPS		3 EA	\$35	
35				\$0	
36				\$0	
37	**GLAZING**			\$0	
38	+SEC. TOTAL:	\$0		\$0	
39	NO WORK			\$0	
40				\$0	
41				\$0	
42	**DRYWALL**			\$0	
43	+SEC. TOTAL:	\$20,708		\$0	
44	DIVIDER WALL TO DECK W/ R-19 INSL		150 LF	\$13,016	
45	EXTEND EXISTING WALL TO DECK		30 LF	\$2,057	GWB ON WORK SIDE ONLY
46	BOX AROUND BARJOIST - LIMITED		30 LF	\$625	PARTIAL OF MAIN WALL LINE
47	AIR SEAL AT ROOF DECK		330 LF	\$1,131	
48	FURRED WALLS		NIC	\$0	
49	DRYWALL FINISHING		7260 SF	\$3,766	
50	CORNER BEAD		285 LF	\$114	
51				\$0	
52				\$0	
53	**ACOUSTICAL**			\$0	
54	+SEC. TOTAL:	\$0		\$0	
55	NO WORK			\$0	EXPOSED STRUCTURE TO REMAIN
56				\$0	
57				\$0	
58	**FLOOR FINISHING**			\$0	
59	+SEC. TOTAL:	\$114		\$0	
60	BROOM SWEEP CLEAN		1 LS	\$114	
61	RUBBER BASE BOTH SIDES		NIC	\$0	SEE ALTERNATES ABOVE
62				\$0	
63				\$0	
64	**PAINTING**			\$0	
65	+SEC. TOTAL:	\$213		\$0	

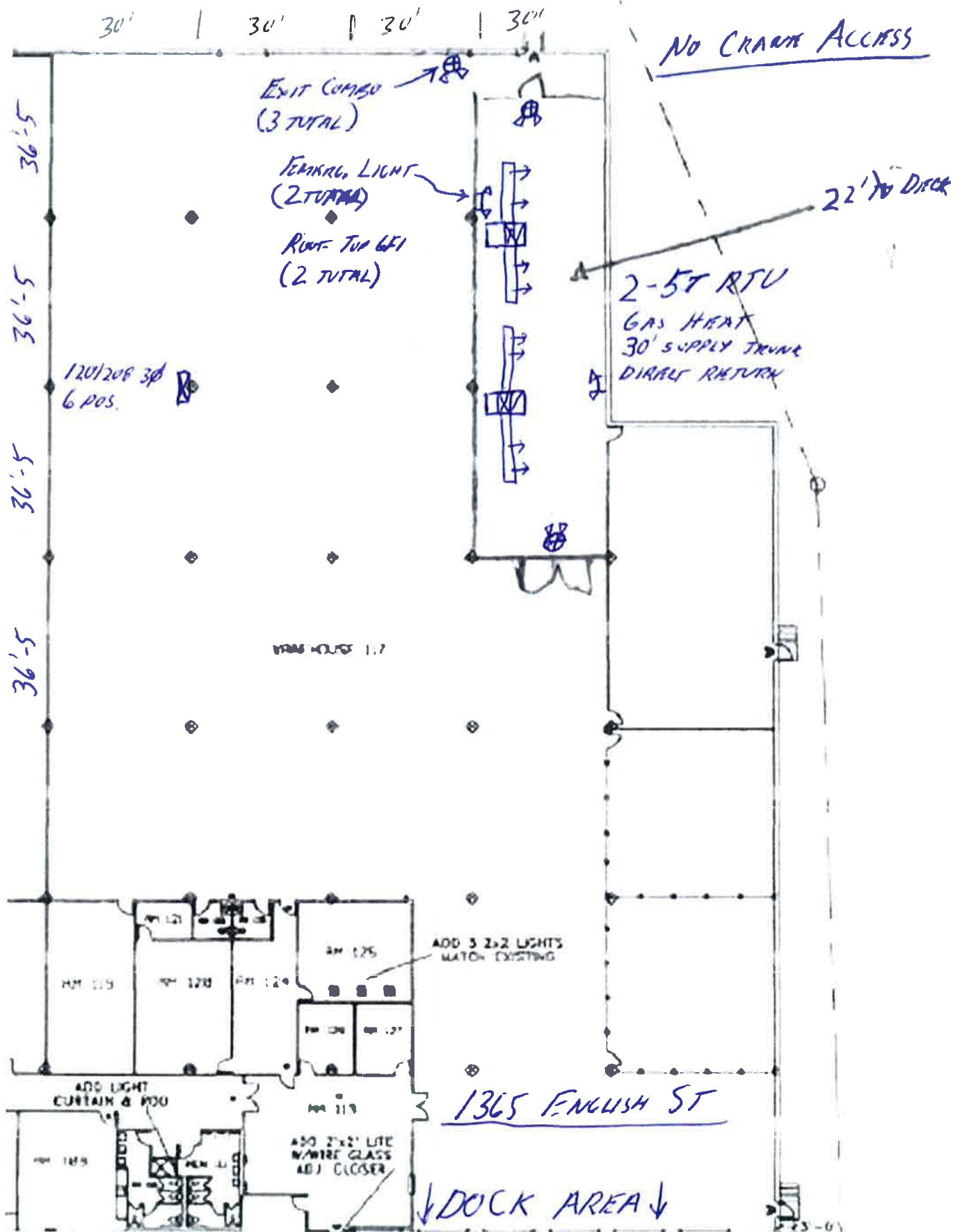
66	PAINT WALLS	NIC		\$0	SEE ALTERNATES ABOVE	PAGE 3
67	NEW DOORS & FRAMES		3 EA	\$213		
68				\$0		
69				\$0		
70	**EQUIPMENT**			\$0		
71	+SEC. TOTAL:	\$0		\$0		
72	NO WORK			\$0		
73				\$0		
74				\$0		
75	**FIRE CONTROL SYSTEMS**			\$0		
76	+SEC. TOTAL:	\$0		\$0		
77	NO WORK			\$0	ESTIMATE ASSUMES FINAL WALL LAYOUT WILL NOT	
78				\$0	REQUIRE REWORK OF SPRINKLER HEADS	
79				\$0		
80				\$0		
81	**HVAC**			\$0		
82	+SEC. TOTAL:	\$26,559		\$0		
83	ROOF TOP UNITS (2 EA 5-TONS W/ GAS HEAT;		10 TONS	\$26,559	SET AND ROLL ACROSS ROOF	
84	RELOCATION OF EXISTING UNIT HEATERS	NIC		\$0		
85				\$0		
86				\$0		
87	**ELECTRICAL**			\$0		
88	+SEC. TOTAL:	\$3,121		\$0		
89	BASE ELECTRICAL QUOTE		1 LS	\$3,121	FROM EXISTING WHSE PANEL	
90	.5-TON HVAC UNITS		2 EA	\$0		
91	.INSTALL PIGGY BACK BREAKER		1 EA	\$0		
92	.ROOF TOP GFIS		2 EA	\$0		
93	.3-WAY SWITCHES		2 EA	\$0		
94	.NEW OR REWORKED LIGHTING	NIC		\$0		
95	.DUPLEX OUTLETS	NIC		\$0		
96	.E&E COMBOS		3 EA	\$0		
97	.EMERGENCY LIGHTS		2 EA	\$0		
98	EXIT LIGHTS (REPLACE)		0 EA	\$0		
99	REPAIR FIXTURES (ALLOWANCE)		0 LS	\$0		
100	TELEPHONE WIRING / EQUIPMENT	NIC		\$0		
101	DATA WIRING / EQUIPMENT	NIC		\$0		
102	ALARM WIRING / EQUIPMENT	NIC		\$0		
103	ENGINEERING	NIC		\$0		
104				\$0		
105				\$0		
106	=====					
107	\$58,797	TOTAL:		\$58,797		
108	DOES NOT INCLUDE ALTERNATES					

**GENERAL CONDITIONS** REV. 0

1. This quotation may be withdrawn if not accepted within 30 days.
2. Start date and completion period to be mutually agreed upon and are subject to assumptions related to permitting and inspection times.
3. Sundance Construction, Inc. shall maintain the following insurance for the duration of this project:
  - a. Comprehensive General Liability \$1,000,000 Combined Single Limit for Property Damage and Bodily Injury.
  - b. Comprehensive Automobile Liability \$500,000 Combined Single Limit for Property Damage and Bodily Injury
  - c. Worker's Compensation - Statutory Limits.
4. Fire, Tornado and other necessary insurance including Builder's Risk on the building and contents shall be by others unless specifically listed herein.
5. Quotation excludes identifying, handling, removal and disposal of any asbestos-containing or other material that may require special testing, handling, or specific disposal procedures.
6. Quotation excludes disposal of any material requiring special handling and / or disposal fees. To include, but not limited to: tires, solvents, paints, cleaning chemicals, etc.
7. Quotation excludes rock excavation, rework of unsuitable subgrade material, cleanup of buried debris, working below the water table, handling of environmentally contaminated material and related disposal fees.
8. Quotation excludes any additional requirements made my Tenant, Building Owner, Insurance Agency, or Authority Having Jurisdiction (A.H.J.) not specifically listed herein.
9. All utilities are assumed existing and available for reasonable use by contractor and subs at no cost.
10. Quotation excludes relocation and / or repair of hidden utility lines which may be discovered, damaged, or uncovered during construction.

11. ~~All permit and any "know or anticipated" A.H.J. fees included in this estimate are ALLOWANCES. Architectural, Engineering, and Permit related work is specifically listed herein and is not included with nor implied by other work items listed unless specifically noted to that effect. Base Permit plans are limited to base Architectural drawings with structural and trade work noted only unless additional design and / or engineering fees are specifically listed. See Under: General Conditions and specific trades above for included fees. Examples of cost and fees that would be in addition to the base allowance amounts would include (but not be limited to) the following:~~
  - ~~1. Any additional permit fees based on a higher "formula values" for work~~
  - ~~2. Any special assessments, special use fees, or change in use fees~~
  - ~~3. Any additional plan review fees or fees by other A.H.J. or their designated reviewers~~
  - ~~4. Any additional design, engineering, code consultation, and permitting services (including additional field investigation work, drawing sets, and supporting documents) which may be required for obtaining a permit, inspections, or certificate of occupancy by A.H.J.~~
12. In the event that work is stopped due to, but not limited to: changed conditions, labor unrest, or other events outside of Contractor's control, payment for materials ordered (or restocking fees if applicable), subcontract penalties, and work in place plus 12.5% overhead and profit shall be due consistent with terms the terms of this agreement.
13. All salvaged / scrape material removed during construction shall become the property of Sundance Construction, Inc. unless specifically identified herein.
14. Governing Law and Interpretation: This agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than the other.
15. If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.
16. Electronic Signatures: For all purposes herein, an electronic or facsimile signature shall be deem the same as the original signature; provided, however that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so.
17. Payment terms MONTHLY progress payments based on materials stored on site and work in place along with any prepayments or down payments made to vendors for future material deliveries or services. Final payment shall be due in full upon completion of subject work. All payments are due NET 10 from date of invoice. Failure of contractor to invoice for initial payment or submit MONTHLY payment request does not alter stated payment terms for subsequent invoices. Invoices past due after 30 (thirty days) shall be charged a 1.5% per month service charge along with any charges related to collection efforts. In the event that payments are not made per terms, Sundance Construction, Inc. reserves the right at its sole discretion to continue work, slow work, or halt work (including delay of proposed completion date) until all payments due are current.

SUNDANCE 9/12/2016



**SECOND AMENDMENT TO MASTER LEASE**

**THIS AGREEMENT**, made and entered into as of the 15<sup>th</sup> day of July, 2021, by and between **M K MANAGEMENT COMPANY, INC.** as Agent for **DAVID L. KUNIANSKY, DOUGLAS S. KUNIANSKY and AMY KUNIANSKY SMITH**, hereinafter referred to as "Lessor", and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "Lessee";

**WITNESSETH:**

For value received, it is hereby agreed that the "Lease" between the parties hereto dated August 16, 2006, as modified by First Amendment to Master Lease dated December 21, 2016, covering approximately 109,226 square feet of office and warehouse space known as 1365 English Street, N.W., Atlanta, Fulton County, Georgia 30318, is hereby further amended as follows:

1.

Paragraph 2 of said Lease is amended to provide that **beginning January 1, 2022, the term of the Lease shall be extended for three (3) consecutive one (1) year terms beginning on January 1<sup>st</sup> of each year and ending on December 31<sup>st</sup> of each year ending December 31, 2024 (the "Extended Term"). There are no options to extend the term beyond the Extended Term.** Each one (1) year automatic renewal shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for in the Lease. Lessee must notify Lessor prior to October 1 of each consecutive year if such funds are not available and appropriated in which event the Lease, as amended, shall terminate absolutely and without further obligation on the part of Lessee or Lessor as of December 31 of that year.

2.

Paragraph 3 of said Lease is amended to provide that **effective January 1, 2022, the Minimum Rent shall be Fifty-Nine Thousand and 00/100 Dollars (\$59,000.00) per month for the Extended Term.** Monthly rental payments shall continue to be paid to Lessor, care of M K Management Company, Inc. M K Management Company, Inc. is the agent of the Lessor and shall be compensated by Lessor. M K Management Company, Inc. has not represented Lessee in this transaction.

3.

The following new paragraph 50 is hereby added to said Lease and shall read as follows:

**TAX INCREASE OR DECREASE**

50. Commencing in the year 2022, and permitted renewal terms, in the event the ad valorem taxes, sanitary taxes, or any other taxes assessed or levied against the real property where the leased Premises are located ("Taxes"), are increased by any municipality, county, or other governmental agency or body, over and above the taxes assessed or levied against said property in excess of the sum of **\$122,000.00 (the "Base Amount")**, then Lessee agrees to pay Lessor, as additional rental, the increase in said Taxes over the Base Amount allocated to Lessor. Said increase shall apply whether the increase results from an increase in the tax rate or an increase in the assessed valuation of the property. Lessee agrees to pay Lessor said increased amount within thirty (30) days after receipt of a notice, in writing, from Lessor, as to the increase in said taxes, accompanied by a copy of the tax bill for the year of increase. In the event said Taxes are less than the Base Amount for any year, Lessee shall receive a credit against the Minimum Rent next becoming due for the decrease in Taxes below the Base Amount. If the Lease expires before the credit has been applied in full, Lessor shall pay the balance due within thirty (30) days of the expiration or earlier termination of the Lease. If the first or final year of the Lease term does not coincide with the calendar year, which is also the tax year, the increase in taxes for the portion of that year shall be pro-rated. In the event said Taxes are appealed and such appeal results in a reduction in the tax bill, Lessee shall be responsible for the cost of the tax appeal, which amount shall be deducted from the credit against Minimum Rent.



The provisions hereof shall survive the termination of the Lease.

4.

Lessee accepts the Premises "AS-IS" and Lessor shall not be required to perform any tenant improvements in connection with the renewal and extension of this Lease.

5.

Paragraph 32 of said Lease regarding Notices is hereby amended to provide that copies of notices to Lessor shall be sent to Richard N. Lenner, Esq. at 5200 Roswell Road, Atlanta, GA 30342.

6.


All other terms and conditions of said Lease, as amended by that certain First Amendment to Master Lease dated December 21, 2016, are hereby reaffirmed as being in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto who are individuals have set their hands and seals and the parties hereto who are entities have caused this instrument to be duly executed by their proper officers as of the day and year first above written.

**LESSOR:**

**DAVID L. KUNIANSKY, AMY KUNIANSKY  
SMITH and DOUGLAS S. KUNIANSKY**

**By: MK MANAGEMENT COMPANY, INC.,  
As Agent**

 (SEAL)  
DOUGLAS S. KUNIANSKY, President  
Licensed Real Estate Broker

 (SEAL)  
STANLEY M. BIENIEK, Asst. Secretary


**LESSEE:**

**FULTON COUNTY, GEORGIA**

A political subdivision of the State of Georgia

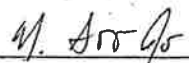
  
Name: Robert L. Pitts  
Title: Chairman, Fulton County Board of Commissioners

ATTEST

By:   
Name: Tonya R. Grier  
Title: Clerk to the Commissioners



Approved as to form for Fulton County  
This 13<sup>th</sup> day of December, 2021

By:   
Name: Y. Soo Jo  
Office of the County Attorney

ITEM # 21-0891 RCS 11/17/2021  
RECESS MEETING