

**RESTATEMENT AND SECOND
AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT FOR
THE PROVISION OF
SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
THE FULTON COUNTY BOARD OF HEALTH**

THIS RESTATEMENT AND SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ("Amendment" or "Agreement"), by and between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia and the Fulton County Board of Health ("BOH"), an agency created pursuant to state law, is entered into and effective July 1, 2021, and fully rescinds and replaces the prior Intergovernmental Agreement and Service Level Agreement, with an effective date of June 30, 2017, and the First Amendment to the Intergovernmental Agreement, with an effective date of January 20, 2021, in their entirety.

WHEREAS, prior to April 27, 2016, there existed a Fulton County Board of Health and Wellness that was authorized by O.C.G.A. § 31-3-2.1, and this entity operated within Fulton County, both inside and outside the corporate limits of municipalities located in Fulton County; and

WHEREAS, effective April 27, 2016, the Georgia General Assembly enacted House Bill 885 ("H.B. 885"): (i) repealing O.C.G.A. § 31-3-2.1, which had given Fulton County its ability to house the public health department as an internal county department, and (ii) providing that a separate county board of health was constituted pursuant to the general state laws governing boards of health, pursuant to O.C.G.A. § 31-3-1 et seq., by June 30, 2017; and

WHEREAS, on April 12, 2017, the Fulton County Board of Commissioners adopted Resolution No. 17-0298 dissolving the existing Fulton County Board of Health and Wellness, and adopted Resolution No. 17-0299 establishing and creating a new and separate agency that is now known as the "Fulton County Board of Health," operable under the provisions of O.C.G.A. § 31-3-1 et seq., the general laws governing all other boards of health in Georgia; and

WHEREAS, the Fulton County Board of Health ("BOH") obtained its separate corporate identity and tax identifiers under the federal and state rules before the legislatively imposed deadline of June 30, 2017; and

WHEREAS, via Resolution 17-0299, the Board of Commissioners authorized county staff to take all the necessary steps to address the future functions and services that may be provided by the County's various departments and programs to this new BOH, to ensure its viability; and

WHEREAS, the County and the BOH entered into a formal Intergovernmental Agreement on April 12, 2017, effective June 30, 2017, (the "IGA") wherein the County has

provided a broad range of services, including but not limited to, financial assistance, and related operational support services and functions for, and to, the BOH; and

WHEREAS, the BOH has been working toward the ability to provide all business functions internally, and to assume full responsibility for each when prudent; and

WHEREAS, on January 20, 2021, the Board of Commissioners passed Resolution 20-0622, enabling the complete separation of the BOH from the County, including a Reduction in Force of all county employees serving the BOH as of June 30, 2021, to enable the BOH to transition all of these employees who chose to transfer into BOH positions established under the State of Georgia's personnel system; and providing certain ongoing support for personnel, information technology services, and facilities through June 30, 2021; ongoing support for information technology services through June 30, 2023 at the latest; and ongoing support for legal services pursuant to state laws; and

WHEREAS, the First Amendment to the Intergovernmental Agreement for Services enumerated the Parties' responsibilities during the final transition phase generally, and contemplated the negotiation of a more detailed plan for an information technology services transfer, which is a detailed process that must occur in discrete phases; and

WHEREAS, for purposes of this Second Amendment and Restatement, the BOH shall not be construed as a "County Contractor" or "County Vendor" under the Fulton County Code of Ethics, but is instead a separate governmental entity; and

WHEREAS, it is the intent of the parties for the foregoing recitals to be incorporated into the body of this Amendment; and

WHEREAS, it is the intent of the parties for this Amendment to be under seal.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants, and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, Fulton County and the Fulton County Board of Health covenant, agree and bind themselves as follows:

ARTICLE 1

PURPOSE AND INTENT

- 1.1 The purpose of this Second Amendment and Restatement is to provide for the final phase of transition for the Fulton County Board of Health consistent with H.B. 885 (Laws 201, Act 467, § 1, effective April 27, 2016) of the 2016 Georgia General Assembly.
- 1.2 The County agrees to provide the BOH with the services specified herein, or as may be needed, to enable the BOH to fulfill its statutory purposes and duties under Georgia laws, rules, and regulations.

- 1.3 The County and BOH shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Amendment, and shall make available to each other for review or inspection, any and all documents, accounts, and other records necessary for the performance of this Agreement.

ARTICLE 2

POWERS AND DUTIES

- 2.1 In furtherance of the public purposes of this Second Amendment and Restatement, the County and BOH hereby represents and warrants to each other the following:

2.1.1 Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Amendment, and has taken all necessary action to authorize the execution, delivery, and performance of this Amendment; (ii) this Amendment when executed, will be legally binding upon the parties and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity, and enforcement of this Amendment, unless where required by law. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Amendment at a meeting of its governing authority where necessary and in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., O.C.G.A. § 31-3-1 et seq., and House Bill 885 (Laws 201, Act 47, § 1, effective April 27, 2016). To the knowledge of the County and the BOH, there are no actions, suits, or proceedings pending or threatened, in any court or before any governmental authority, domestic, or foreign against, by or affecting the County or BOH which affect or question the validity or enforceability of this Amendment or of any action taken by the County or the BOH under this Amendment.

2.1.2 Public Purpose. This Amendment, and the services contemplated herein, are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find that this Amendment (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. (a); (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I (a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successor during the term hereof in accordance with its terms.

2.1.3 No Conflicting Agreements. The execution, delivery, and performance of this Amendment will not violate or contravene any contract, undertaking, instrument, or other agreements to which the County or the BOH is a party or which purport to be binding upon said parties. Furthermore, the execution, delivery, and performance of this Amendment does not violate the provisions of any party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia regarding similarly situated boards of health in the State of Georgia or political subdivisions of the State. The representations and warranties contained in this Article shall be true and correct as of the date hereof, and such representations and warranties, and the obligation of the County and the BOH to perform their respective obligations under this Amendment shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other party contrary to the representations and warranties set forth in this Agreement.

ARTICLE 3 **TERM OF AGREEMENT/TERMINATION**

3.1 Term. The term of this Second Amendment and Restatement (the "Term") shall commence on the July 1, 2021, and this shall remain in full force and effect through June 30, 2022, unless terminated earlier pursuant to provisions of this Agreement. Nothing herein shall be construed to prevent the parties from agreeing to extend the term of the Agreement.

ARTICLE 4 **REMEDIES**

4.1 It is hereby stipulated and agreed between the parties that, with respect to any claim or action arising out of the activities described in this Amendment, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. The County may self-fund its obligations under this Amendment. The BOH agrees to procure insurance pursuant to O.C.G.A. § 45-9-1 or through other means, to cover its obligations under this Agreement. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers, and employees of the parties.

4.2 In the event of a breach or an attempted or threatened breach of any provisions of this Amendment, the parties agree that the remedies at law available to enforce this Amendment would in all likelihood be inadequate and; therefore, the provisions of this Amendment may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of either party to a court in Fulton County, Georgia having jurisdiction over such dispute. The remedies herein are in addition to all other remedies available under law, including the termination provisions of this Amendment.

4.3 Should the County or BOH believe that the other party has breached, is breaching, or has attempted or threatened to breach any of the provisions or terms of this Agreement,

the non-breaching party, prior to seeking alternative dispute resolution, must give notice of such breach and/or potential or possible breach to the other party and a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or possible breach. If the breach and/or potential or possible breach specified in such notice is cured within said thirty (30) day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or possible breach specified in such notice shall be deemed to exist.

4.4 After notice and opportunity to cure, if the dispute under or about this Amendment, (including, but not limited to, disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken) the parties agree to attempt alternative dispute resolution in the Atlanta metropolitan area and to seek the counsel or input of the County Attorney for Fulton County, Georgia and the General Counsel of the Georgia Department of Public Health to help interpret the responsibilities of the Parties. This Agreement may not be terminated unless both parties agree.

ARTICLE 5

BUDGETARY APPROPRIATIONS

The County's yearly contribution to be disbursed to the BOH in equal monthly installments under this Agreement shall be established by the BOH Budget approved by the Fulton County Board of Commissioners, at the County's sole discretion, and as required by State law and regulation, on an annual basis. The BOH shall submit a detailed budget request to the County for General Fund appropriation during the same period as other County Agencies and departments, to include a report of the unrestricted fund balance at the close of the previous fiscal year. Nothing herein shall be interpreted to restrain, impair, or impact the BOH's ability to seek funding from other sources, whether federal, state, or private, or to use these alternative funds for the purpose of creating an unrestricted fund balance or reserve. Except as otherwise provided in this document, the County's approved annual contribution shall be disbursed to the BOH on a monthly basis in equal installments.

ARTICLE 6

SERVICES TO BE PROVIDED BY FULTON COUNTY TO THE BOARD OF HEALTH

6.1 Personnel and Human Resources Services:

6.1.1 From the effective date of the First Amendment of the IGA through June 30, 2021, Fulton County shall provide County employees and related Human Resource and other functions to the Fulton County Board of Health pursuant to the terms of the original IGA and the First Amendment to the IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall

be on or before June 30, 2021.

6.1.2 Effective July 1, 2021, the County shall cease to provide Human Resources services to the BOH pursuant to the terms of the original IGA, the First Amendment to the IGA or the previously transitioned service provisions.

6.1.3 As of July 1, 2021, Fulton County will cease to advertise, recruit, or otherwise attempt to fill any vacant county position assigned to the BOH.

6.1.4 The BOH and County executive leadership teams have worked cooperatively to institute and shall institute a Reduction in Force ("RIF") of County employees assigned to the BOH effective June 30, 2021, and to offer the opportunity for all such employees to transition to Board of Health jobs organized under the state with similar titles and functions as of July 1, 2021.

6.1.5 In addition to providing the usual remuneration for employees who are separated by the RIF procedure, the County shall also provide payment to such employees who have accrued sick leave in hours equal to and in excess of one week, in amounts that will compensate them for no less than one week and no more than two weeks for such actual accrued time.

6.1.6 Beginning July 1, 2021, the County shall include in the budget of the BOH those amounts required to offset incremental costs of the State's benefit plan for those employees who transition to state BOH positions, at an amount not to exceed \$2,000,000.00 (two million dollars) annually.

6.1.7 The County agrees to include these offset funds on an annual basis to the BOH during its usual budgetary process, for so long as the BOH employs personnel who transition from the County to the state BOH positions.

6.1.8 At the end of each quarter, BOH will provide the County with employment status of current County employees transitioning to the State on July 1, including separation dates, if applicable, to determine the level of incremental costs offset to provide by the County.

6.1.9 The parties intend for the provisions in 6.1.6, 6.1.7, and 6.1.8 to survive the termination of this IGA.

6.2 Budget and Funding:

6.2.1 From the effective date of the First Amendment of the IGA through June 30, 2021, Fulton County shall provide Budget and Funding services to the BOH pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.2.2 Effective July 1, 2021, Fulton County shall cease to provide Budget and Funding services to the BOH pursuant to the terms of the original IGA, the First Amendment to the IGA or the previously transitioned service provisions

6.2.3 Effective July 1, 2021, Fulton County shall provide funding to the BOH in accordance with the County's statutory or legal obligations under applicable laws, subject to approval by the Board of Commissioners. Notwithstanding the foregoing, nothing herein shall obligate the County to provide funding to the BOH beyond the County's statutory or legal obligation under Georgia law or other applicable law. The BOH shall follow the same process as other County agencies in requesting its annual budget including funding in excess of the statutory minimum contribution. The monies allocated to the BOH shall be funded from the General Fund.

6.2.4 Effective July 1, 2021, the County will continue to provide Information Technology, Facilities, and Legal services as described in this Amendment in further detail, with the costs of these central services to be charged to the BOH based on negotiated rates mutually agreed upon by both parties.

6.3 County Facilities and Department of Real Estate and Asset Management Services:

6.3.1 From the effective date of the First Amendment of the IGA through June 30, 2021, Fulton County shall provide Facilities and Asset Management services to the BOH pursuant to the terms of the original and the First Amendment to the IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.3.2 Effective July 1, 2021, the County shall provide quarters and related equipment to the BOH that are sufficient for the BOH's operations, without charge, pursuant to O.C.G.A. § 31-3-9.

6.3.3 Effective July 1, 2021, Fulton County shall continue to provide Facilities and Asset Management services to the BOH pursuant to the terms of the Master Facility Agreement attached hereto as Exhibit A-1 and Exhibit A-2.

6.3.4 The BOH and County shall enter into a Master Lease Agreement, and if necessary, individual occupancy agreements, for the quarters the County is providing to the BOH that are sufficient for its operation.

6.3.5 The County shall maintain in good working condition for the benefit of the BOH, the quarters and equipment provided to the BOH that are sufficient for its operation.

6.3.6 The County agrees to allow the BOH to use its two (2) mobile units through the use of a Vehicle Lease Agreement attached hereto as Exhibit B-1.

6.3.7 In exchange for the amount of \$1.00, and for other good and valuable consideration, the County agrees to transfer the titles to the fleet vehicles identified in Exhibit D to the BOH.

6.4 Procurement and Contract Administration:

6.4.1 From the effective date of the First Amendment of the IGA through June 30, 2021, Fulton County shall provide Procurement and Contract services to the BOH pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.4.2 Effective July 1, 2021, Fulton County shall cease providing procurement and contract compliance services to the BOH, pursuant to the terms of the original IGA, the First Amendment to the IGA or the previously transitioned service provisions.

6.5 Information Technology Services:

6.5.1 From the effective date of the First Amendment to the IGA through June 30, 2023, the Fulton County Information Technology Department "FCIT" shall provide Information Technology services to the BOH pursuant to the terms and schedules and payment provisions set forth in Information Technology Scope of Work and Transition Plan attached hereto as Exhibit C-1 and incorporated herein in its entirety.

6.5.2 From July 1, 2021 through June 30, 2022, the Fulton County Information Technology Department "FCIT" shall provide Information Technology services to the BOH pursuant to the terms and schedules and payment provisions set forth in Information Technology's Scope of Work and Transition Plan attached hereto as Exhibit C-1 and incorporated herein in its entirety. If necessary, the parties can exercise an option to continue Information Technology services through June 30, 2023.

6.5.3 The County represents and warrants that: (i) it will perform the services with reasonable care and skill; and (ii) the services and the equipment provided under this Amendment will not infringe nor violate any intellectual property rights or other right of any third party.

6.5.4 Neither party will use, copy, adapt, alter, or part with any information of the other which is disclosed or that otherwise comes into its possession under or in relation to this Amendment and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was already in its possession on the date it was received or obtained from the other party, or which the recipient obtains from some other person with good legal title to it, or which

is in or comes into the public domain otherwise than through the default or negligence of the recipient, or which is independently developed by or for the recipient.

6.5.5 Where permissible and necessary, the County agrees to grant designated individuals identified by the BOH with access to IT-related systems, applications, programs, software, and equipment, after required security protocols are put in place.

6.5.6 The parties acknowledge that they must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of all regulations promulgated there under, including, without limitation, the federal, privacy regulations as contained in 45 CFR Parts 160, 162 and 164, and agree to enter into and maintain an appropriate Business Associate Amendment to govern the County's interactions with and responsibilities for the confidentiality of Protected Health Information and other confidential data.

6.6 Finance

6.6.1 From the effective date of the First Amendment of the IGA through June 30, 2021, the County shall provide financial services to the BOH, pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.6.2 Effective July 1, 2021, the County shall cease to provide financial services to the BOH pursuant to the terms of the original IGA, the First Amendment to the IGA, and the previously transitioned service provisions.

6.6.3 On or before July 15, 2021, the Finance Department will provide BOH a payment equal to 1/6 of the remaining balance as of June 30, 2021, from the annual 2021 funds budgeted for the BOH by the BOC. The parties agree that there are BOH regular payroll transactions which will be paid from the County contribution and the contribution payment for the month of July, 2021 could be higher than future monthly amounts that will be paid to BOH, and only providing BOH the payment to allow them to have some funds to operate. Thus, it is necessary to do a reconciliation of all payments made to or on behalf of BOH through July 31, 2021, in order to determine the new future equal amount of monthly contribution payment that will be made to BOH going forward. The reconciliation will be conducted by August 6, 2021. The parties agree that County appropriated funds cannot be used for building the fund balance for the BOH or to fund incremental capital and/or operating costs associated with establishing BOH administrative functions after separation from the County. The County reserves the right to review the allocation amount annually and to make adjustments if approved by the Board of Commissioners.

6.6.4 In order to assist the BOH in preparing 2021 Year End Vendor 1099 statements,

Fulton County will provide the BOH with vendor year to date payment information for vendors paid through August 31, 2021. Fulton County shall also provide any documents necessary to assist the BOH with any audits for 2021.

6.6.5 In order to ensure that the BOH has a smooth closing of the grant year, it is necessary for the Finance Department to assist BOH in processing all vendor invoices for goods and services procured on or before June 30, 2021, which are received through August 31, 2021, at which time the Finance Department will cease to be a fiscal agent for the BOH.

6.7 Legal Services

Effective July 1, 2021, legal services for the BOH shall continue to be provided by the Fulton County Attorney, including the provision of assistance with tracking and responding to Open Records Requests. If the BOH requests a specially assigned attorney, the BOH shall be responsible for all of the salary and benefit costs required for this position. If the BOH requires a conflict attorney, the County shall provide and bear the cost of such counsel in accordance with its plan of defense policy, as determined solely by the Board of Commissioners in consultation with the County Attorney.

6.8 County's Right to Audit

6.8.1 The BOH shall establish and maintain a reasonable accounting system that enables the County to readily identify BOH's assets, expenses, costs of services, use of funds, and track funds provided by the County in a separate fund or account. The BOH shall at all times during the term of this Agreement and for a reasonable period after completion of this Agreement, maintain such records together with such supporting or underlying documents and materials.

6.8.2 The County and its authorized representatives shall have the right to audit, to examine, and to make copies of, or extract from, all financial and related records, at the County's expense, relating to or pertaining to this Amendment, the First Amendment of the IGA and the original IGA or operations of the BOH that are kept under the control of the BOH, including, but not limited to those records kept by the BOH, its officials, employees, agents, assigns, contractors, or subcontractors. Such records shall be made available to the County or its authorized representatives during normal business hours at the BOH's place of business or a location convenient to the parties, upon two (2) days written notice, or by arrangement of the parties. The BOH shall ensure that the County's right to audit is included in any contracts that the BOH has with other parties that may be the custodian of such records.

ARTICLE 7 **RECORD KEEPING**

7.1 The parties each agree to cooperate and coordinate the creation and the submittal to each

other of any necessary reports, data, or records that may be needed by each to carry out its essential functions and to comply with any reporting or auditing requirements of any regulatory agency. Each party shall have the right to assert, retain and protect the confidential and/or proprietary nature of any documents created by it.

7.2 The BOH shall maintain and the County shall maintain on behalf of the BOH, pursuant to the parties' agreement in the Information Technology Scope of Work and Transition Plan at Exhibit C-1, the records of the BOH wherever stored or whether electronic or paper or in other form, for the length of time reflected in the State of Georgia's minimum record retention requirements.

ARTICLE 8 **MODIFICATIONS/ AMENDMENTS**

This Amendment may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 9 **NOTICES**

All required notices shall be given by first-class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard Anderson
County Manager
141 Pryor Street,
S.W., Suite 10000
Atlanta, Georgia 30303

With a copy to:

County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia 30303

If to the BOH:

Dr. Lynn Paxton
Executive Director
10 Park Place South
S.E., 4th Floor, Suite 445
Atlanta, GA 30303

With a copy to:

Attorney for the FCBOH
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia 30303

ARTICLE 10
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement, unless approved by the governing authorities of each party.

ARTICLE 11
MISCELLANEOUS

11.1 **Governing Law.** This Agreement, and each provision hereof, shall be construed under and governed by the laws of the State of Georgia.

11.2 **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and shall not in any manner affect such clause or provision, or any other clause or provision in this Amendment.

11.3 **Entire Amendment.** This Agreement constitutes the entire Agreement between the parties regarding the rights and obligations discussed herein, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by each party or an authorized representative of each party.

11.4 **Captions.** The captions in this Amendment are for purposes of convenience and reference only, and form no part hereof.

11.5 **Binding Effect.** This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties and their heirs and successors.

11.6 **Waiver.** Failure of any party to pursue any remedy pursuant to the terms of this Amendment for any default by the other party or a party's waiver of any default or non-compliance by the other party, shall not affect or impair either party's rights with respect to any subsequent default or noncompliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or noncompliance by the other party.

11.7 **Drafting of Amendment.** This Amendment shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Amendment shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein have been made by any party to induce the execution of this Amendment by any other party.

11.8 **Survival of Representations.** All terms, conditions, covenants, warranties contained in any representation of this Agreement shall remain in effect until amended by the applicable governing authority.

11.9 **Approval by the Department of Public Health.** This Amendment contemplates approval


by the Georgia Department of Public Health.

11.10 No Third Party Beneficiaries. This Agreement is made between and limited to the County and BOH, and is not intended, and shall in no event be construed to be for the benefit of any person or entity other than the County and the BOH, and no other person or entity shall be considered to be a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

11.11 Compliance with Applicable Laws. The parties acknowledge that they must comply with the applicable provisions of the Administrative Simplification section for the Health Insurance Portability And Accountability Act of 1996, codified at 42 U.S.C. § 1320 ("HIPAA"), and the requirements of all regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160, 162 and 164.

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

FCBOH


Lynn D. Paxton, MD, MPH
Executive Director
Fulton County Board of
Health

ATTEST


Beverly Stanley, District
Administrator

DATE: 7/13/21

APPROVED AS TO FORM:


Attorney

FULTON COUNTY


Robert L. Pitts, Chairman
Fulton County Board of
Commissioners


ATTEST

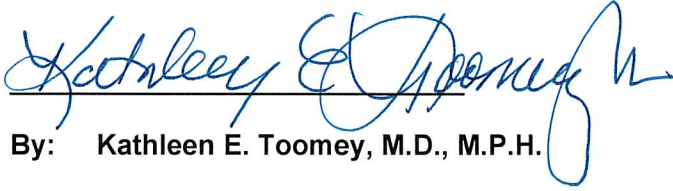
Tonya Grier, Clerk to the
Commission

DATE: 3/16/2020

APPROVED AS TO FORM:


Office of the County Attorney

APPROVED:

A handwritten signature in blue ink, appearing to read "Kathleen E. Toomey", is written over a horizontal line.

By: Kathleen E. Toomey, M.D., M.P.H.

Title: Commissioner and State Health Officer
Georgia Department of Public Health

2021

FULTON COUNTY INFORMATION TECHNOLOGY DEPARTMENT SCOPE OF WORK AND TRANSITION PLAN FOR THE FULTON COUNTY BOARD OF HEALTH



Fulton County
Information
Technology

This is Exhibit C: Fulton County Information Technology Department Scope of Work and Transition Plan for the Fulton County Board of Health, to the Second Amendment and Restatement of the Intergovernmental Agreement for the Provision of Services between the **FULTON COUNTY BOARD OF HEALTH** ("BOH"), an agency created pursuant to state law and **FULTON COUNTY GEORGIA** ("County"), a political subdivision of the State of Georgia is made and entered this _____ day of _____ 2021; and

ARTICLE 1: SCOPE OF SERVICES

FCIT agrees to work with BOH and its chosen vendor in a phased approach to transition and migrate services, applications and functionality from the County to the BOH as it builds its data infrastructure to support the BOH's district. The Parties agree to make all reasonable efforts to complete the separation from the County's network infrastructure by June 30, 2022. This Agreement shall become effective upon signature of both Parties, and shall continue until June 30, 2022. In the event that a complete separation of the County's network infrastructure is not complete by June 30, 2022, the Parties agree that the terms of the agreement may be extended upon written mutual agreement of the Parties until June 30, 2023.

ARTICLE 2: SERVICES AND RESOURCES

2.1 **NETWORK RESOURCES**-The County shall provide to the BOH, a network system, to include, all hardware and software maintenance, licensing and support, cybersecurity products, Microsoft licenses, Cylance, EMC, Fujitsu and other network and security costs, until the BOH establishes its own network system. The BOH's staff members accounts for 5.7% of the total staff of both Parties. The Parties agree that BOH shall pay 5.7% of the overall cost of the County's network system and shall be billed on a monthly basis.

2.2 **INTERNET CONNECTIVITY**-The County shall provide internet connectivity to the four facilities in Table A. The Parties have agreed that the County shall provide the BOH internet connectivity for three hundred dollars (\$300.00) per month for each facility up and until June 30, 2022. Thereafter, the BOH shall be responsible for providing its own internet connectivity.

Table A

- 10 Park Place, Atlanta GA
- 3155 Royal Drive, Alpharetta, GA
- 186 Sunset Ave, Atlanta, GA
- 1920 John Wesley Ave., College Park GA

2.3 MULTIUNCTIONAL DEVICES- the County has a multi-year agreement with Standard Office Services ("SOS") to provide Multifunctional Devices ("MFD") that provide printing, scanning and faxing services to all County locations and agencies. MFDs are located in facilities and/or office spaces occupied by the BOH. The BOH agrees not to remove any printing, scanning, and/or faxing services from the MFDs until the BOH's network system is fully functional.

BOH shall pay the cost of the monthly lease for the MFDs located in the BOH's facilities and office spaces listed below in Table B. In addition to the cost of the monthly lease, the BOH shall pay for copies at a rate \$.004/copy for black and white copies and \$.04/copy for color copies. BOH shall seek support through FCIT or SOS for any service, transports, or issues regarding the MFDs.

Table B

Current MFDs at BOH facilities and the monthly and annual costs associated with the devices.

<u># of Copier Devices</u>	<u>Location</u>	<u>Monthly Lease/Copy Costs</u>	<u>Annual Cost</u>
8	10 Park Place South SE, Atlanta, GA	\$866.08	\$10,632.96
2	Government Center, 141 Pryor Street, Atlanta, GA	\$171.19	\$2,054.28
2	1636 Connally Drive, Atlanta GA	\$174.16	\$2,089.92
3	Neighborhood Union 186 Sunset Ave, Atlanta, GA	\$252.17	\$3,026.04
5	1920 John Wesley Avenue, College Park, GA	\$441.50	\$5,298.00
4	CHR, 265 Boulevard NE, Atlanta	\$339.25	\$4,071.00
6	Oakhill -2805 Metropolitan Parkway SW Atlanta, GA	\$532.76	\$6,393.12
4	North Fulton Health Center, 3155 Royal Drive, Alpharetta, GA	\$348.32	\$4,179.84
5	Adamsville, 3700 MLK Drive SW, Atlanta, GA	\$438.53	\$5,262.36
1	North Annex, 7741 Roswell Road, Sandy Springs, GA	\$87.08	\$1,044.96
Total 40		\$3,671.04	\$44,052.48

2.3 KRONOS CLOCKS-The Parties agree that that after June 30, 2021, the BOH and its staff members shall cease to utilize the Kronos timekeeping system. The BOH shall turn off the Kronos clocks on July 1, 2021 at all of its locations. FCIT will retrieve the clocks within sixty (60) days of July 1, 2021.

- 2.4 TELEPHONE VOIP SERVICE- the Parties agree that the BOH shall continue to utilize 250 active telephone lines. The 250 active phone lines use 11 primary rate interface ("PRI") devices. The County is charged Five Hundred Thirty-Eight Dollars (\$538) per month for each PRI. The BOH shall pay the County Five Thousand, Nine Hundred Eighteen Dollars (\$5,918) per month to maintain the 250 active phone lines and PRIs. If BOH requires additional active telephone lines, the BOH shall pay \$538 per month for any additional needed PRI, and if the BOH requests to remove lines, the monthly payment shall decrease accordingly. The BOH shall continue to pay for use of the PRIs until the BOH establishes a VOIP infrastructure and connects the active phone lines to its VOIP infrastructure. BOH shall notify the FCIT when its VOIP infrastructure is established and the active telephone lines are transferred to the BOH's VOIP infrastructure. BOH shall keep the CISCO telecom devices in use as of June 30, 2021. The BOH shall be billed monthly by the County for long distance calls made through VOIP telephone services.
- 2.5 ZOOM AND DOCUSIGN LICENSES- BOH shall continue to have use of the County's Zoom and DocuSign licenses until December 31, 2021 at no additional cost. Thereafter, BOH shall not have access to the County's Zoom licenses and will be responsible for obtaining their own Zoom licenses for use by its staff.
- 2.6 APPLICATION LICENSE AND MAINTENANCE COSTS- After July 1, 2021, the BOH shall be responsible for obtaining, managing and paying for all application licensing, support and maintenance costs not explicitly included in this Agreement. FCIT will continue to maintain applications and databases and solutions for the BOH until they can be migrated to the new BOH network. Targeted date to have these applications and databases is November 30, 2021. The County shall not complete any upgrade or enhancement of the BOH's applications, unless critical to the County's infrastructure network.
- 2.7 FULTON COUNTY STAFF ASSISTANCE COST- After July 1, 2021, FCIT staff shall continue to assist with the migration and all other services set out in Attachment C-1: Service Level Agreements at the rates listed in Table C:

Table C

<u>IT Staff Position</u>	<u>Hourly Cost</u>
Project Management	\$46.05
IT Computer Operation Supervisor	\$41.14
GIS Analyst 1	\$38.38
Database	\$64.61
Network Engineer	\$47.81
Security Analyst	\$59.73
Web/App Developer	\$42.46
Server Team Analyst	\$47.81
Service Desk Analyst 1	\$23.02

The average response time listed in Attachment C-1, is an estimate. FCIT's failure to meet the response time shall not constitute a breach of the Agreement nor does it make the County liable for any damage to the BOH for a failure by the FCIT to respond in

accordance to Attachment C-1. The County shall prepare a monthly billing statement that provides the date, time, and rate of said services and support provided FCIT personnel.

2.8 WEB/SITECORE HOSTING- The BOH shall have its own website and host functioning by December 31, 2021. The BOH's website is currently hosted by SiteCore, which is paid for by the County and maintained by FCIT. The County will continue to absorb the cost and FCIT will continue to maintain BOH's websites until June 30, 2021. On July 1, 2021, the BOH shall pay for each website visit as charged by SiteCore to the County of \$0.018722 per visit. The County shall transfer to the BOH the following website domain names:

- <https://fultoncountygahhealth.org>
- <https://fultoncountygahhealthdepartment.org>
- <https://www.fultoncountyboardofhealth.org>
- <https://www.fultoncountyboh.org>

2.9 WIRELESS DEVICES - Wireless Devices currently in use by the BOH shall become the property of BOH on July 1, 2021, at no additional cost. The BOH shall continue to pay the County for its staff members' wireless cellular phone usage up and until the target date of November 30, 2021, or when the BOH moves its staff to the wireless contract under the state's Verizon contract. If the BOH is in need of new wireless devices, the BOH shall utilize the BOH's refurbished wireless devices. If needed, the BOH shall be able to purchase a new cellular phone from the County, at cost, pursuant to the County's wireless device contract.

2.10 LAPTOPS AND DESKTOPS - Laptops and Desktops currently in use by the BOH shall become the property of the BOH on July 1, 2021 in exchange for one dollar (\$1.00) per device and other good and valuable consideration. The FCIT shall provide the BOH a list of all the laptops and desktops currently in use by the BOH. The Finance Department shall invoice the BOH for the cost of the devices. After the BOH has fully transitioned to their own network infrastructure, BOH shall allow Fulton County to take required measures to ensure all County software and images are removed from these devices. After July 1, 2021, the County shall not provide replacements or maintenance to these devices.

ARTICLE 3: STORAGE OF DOCUMENTS/OPEN RECORDS REQUEST

Physical and electronic documents created by the Fulton County Board of Health and Wellness prior to June 30, 2017 belong to the County. Physical and electronic documents created by the BOH after June 30, 2017 belong to the BOH. Accordingly, FCIT shall continue to store physical documents and electronic documents created through June 30, 2017 at no cost to the BOH, and will handle their retrieval and destruction schedules per County policy. Physical documents created and belonging to the BOH after June 30, 2017, are stored at 3337 Commerce Way, Hapeville GA

The Parties agree that after June 30, 2021 that the County shall charge the BOH a storage fee of one dollar and seventy-nine cents (\$1.79) per box annually. The Parties agree that the BOH has approximately 2000 boxes in storage and shall pay the County an annual fee for the year, ending June 30, 2022. The annual cost shall be invoiced by the Finance Department. If the BOH adds

additional boxes to storage, the BOH shall be charged at a rate of \$1.79 per box. The BOH shall move all physical documents from the Hapeville facility to its own storage facility by July 1, 2022. Between now and that time, the BOH shall secure a storage location and take possession of any records held by the County on their behalf.

ARTICLE 4: INSPECTION

The migration of information technology services for the BOH shall be implemented through four phases. The County's network and infrastructure system is intertwined. Before the BOH, or its vendors, connects/disconnects devices or disables network functions, the Parties agree that FCIT Chief Information Officer, or his designee, shall be allowed to inspect and accept the work prior to the BOH connecting/disconnecting devices or disabling network functions. If the work is found to be defective or nonconforming in any material respect due to the fault of BOH or its vendor, the BOH shall remedy the defect at its own expense. At the completion of phase four, FCIT Chief Information Officer, or his designee, shall check the following devices: MFDs, wireless cellular phones, laptops, and desktops ensure that all of the County licenses are removed.

ARTICLE 5: BILLING AND PAYMENT

FCIT shall provide the Finance Department (Accounts Receivable Division) and the BOH a breakdown of all costs associated with this Agreement to bill to BOH for equipment and/or services rendered to the BOH for any given month by the 10th day following the end of the month. The BOH shall pay in advance all fixed monthly cost, to include the cost for Telephone VOIP services. The Finance Department shall use the information received to prepare an invoice, including overhead charges, which shall be forwarded to the BOH and due for payment via ACH (Bank: Wells Fargo, Routing # 061 209 756, Account # 2000139633388) within thirty (30) days of receipt. Unless there is a dispute of the charges by the BOH, which shall be promptly discussed with FCIT, and noticed to the Finance Department, failure to send the payment within the 30 day period will result in the County adjusting the outstanding charges from the required monthly contributions payable to the BOH from the County General Fund budget.

ARTICLE 6: INCORPORATION OF AGREEMENT

This Information Technology Agreement shall be incorporated herein to the Restated and Amended Intergovernmental Agreement for the Provision of Services. All portions of the Restated and Amended Intergovernmental Agreement for the Provision of Services shall remain unchanged and in full force and effect and applicable to this agreement. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties hereto have caused this Information Technology Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:



Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Kaye Burwell

Kaye Burwell, Interim County Attorney
Office of the County Attorney

APPROVED AS TO CONTENT:

Department Head

BOARD OF HEALTH

Lynn A. Paxton

Lynn Paxton, Director
Board of Health

ATTEST:

Ivy K. Wright

Notary Public

(Affix Corporate Seal)



APPROVED AS TO FORM:

Jennifer R. Culler

Jennifer R. Culler, Senior Assistant
County Attorney, for the FCBOH

APPROVED AS TO CONTENT

Georgia Department of Public Safety

ATTACHMENT C-1

SERVICE LEVEL AGREEMENTS

SYSTEM OUTAGES

Priority Level	Average Response Time	Definition
Severity 1 - Critical	2 - 4 hours	Problem or outage affecting a large group of customers, business critical functions or essential services.
Severity 2 – High	4 – 8 hours	Customer cannot perform normal business function due to problem.
Severity 3 – Medium	8 – 24 hours	Customer is significantly inconvenienced by an issue but can work around it until resolved.
Severity 4 – Low	24 – 72 hours	Customer requests a routine IT service.

GIS (GEOGRAPHICAL INFORMATION SYSTEMS) SUPPORT

GIS Section provides, maintains, distributes, and analyzes, county information that is geographically referenced using Geographic Information Systems (GIS) technology. Staff members design, develop and maintain the County's GIS database, providing services to multiple users including vital support to the 911 Emergency Services System.

Business Function: GIS Services		
Action	Average Response Time (Work Days)	Comments
Custom Mapping	1 - 14 days	Processing time will depend on urgency, complexity of map and availability of data
Address Update	1 - 2 days	Processing time will be shortest for requests for which a customer is waiting and longest for requests that require extensive research to validate addresses
Base Map Updates	2 - 7 days	Processing time is highly dependent on the complexity of the analysis
Data Analysis	1 - 14 days	Processing time is highly dependent on the complexity of the analysis

Demographic Report	1 - 10 days	Processing time is dependent on the availability of data
Zoning Map Update	1 - 7 days	Processing time is highly dependent on the complexity of the analysis
Annexation Maps	1 - 3 days	Processing time is highly dependent on the complexity of the analysis

TECHNICAL OPERATIONS DIVISION

Technical Operations Division provides expertise and support for all of the county's computing and telecommunications infrastructure. This includes support for the county databases, all personal computers, servers, all telecommunications systems, (voice, data, and wireless) that support county employees who provide services to citizens. This team also is responsible for helpdesk support, state mandated Records Management, MFD (multifunctional devices) support, Data Center operations, storage and backup, and network and security concerns.

BOH is hiring Information Technology Staff who will be responsible for Tier 1 Support. For network, security and other issues beyond Tier 1, SLA's are shown below.

Business Function: Active Directory, Email, Network, Server, Storage and Technical Support Services		
Action	Average Response Time (Work Days)	Comments
Telecommunication Services	3-5 days	Response time will depend on urgency and volume of requests
Network Services	3-5 days	Response time will depend on urgency and volume of requests
Technical Support Services	3-5 days	Response time will depend on urgency and volume of requests
Information Security Services	3-5 days	Response time will depend on urgency and volume of requests
Video Management Services	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change Email Account	3-5 days	Response time will depend on urgency and volume of requests

Add/Remove/Change Email Archive Services	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change eFax Services	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change Encrypted Email Services	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change Active Directory Account	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change Network File Share	3-5 days	Response time will depend on urgency and volume of requests
Network File Share Recovery from Backup	3-5 days	Response time will depend on urgency and volume of requests
Server Recovery from Backup	3-5 days	Response time will depend on urgency and volume of requests
Server or Server Software Issue Troubleshooting	3-5 days	Response time will depend on urgency and volume of requests
Add/Remove/Change Network Printer Services	3-5 days	Response time will depend on urgency and volume of requests

**VEHICLE USE AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA AND
FULTON COUNTY BOARD OF HEALTH**

THIS VEHICLE USE AGREEMENT between **FULTON COUNTY, GEORGIA** ("COUNTY"), a political subdivision of the State of Georgia and **FULTON COUNTY BOARD OF HEALTH** ("BOH"), an independent agency created pursuant to state law, is made and entered into on this 16th day of June 2021.

WITNESSETH

WHEREAS, the COUNTY and the BOH entered into an Intergovernmental Agreement on April 12, 2017, which formally coordinates a broad range of services the COUNTY provides to the BOH; and

WHEREAS, the BOH is tasked with the responsibility and authority in all matters pertaining to health within its designated COUNTY and is required to take necessary steps to prevent and suppress disease and conditions deleterious to the public's health; and

WHEREAS, the BOH may contract with other agencies for assistance in the performance of its functions, the exercise of its powers and for supplying services; and

WHEREAS, beginning in March 2020, Fulton COUNTY, Georgia has been impacted by the threat and spread of a novel coronavirus known as SARS-CoV-2 (COVID-19); and

WHEREAS, Coronavirus Aid, Relief, and Economic Security Act (CARES Act) an economic stimulus bill, allocated funds to the COUNTY to respond to the spread of COVID 19; and

WHEREAS, the COUNTY purchased two vehicles with CARES ACT funds to assist the COUNTY's response to the COVID-19 pandemic; and

WHEREAS, the BOH desires to utilize the COUNTY owned vehicles to respond to the COVID-19 pandemic by carrying out vaccination efforts and prevent and suppress disease that effect public health, to include, but limited to, human immunodeficiency viruses (HIV); and

WHEREAS, the BOH desires to utilize other COUNTY owned vehicles for carrying out its responsibility for all matters pertaining to health and necessary to prevent and suppress disease and conditions deleterious to the public's health; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the

joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities, which the contracting parties are authorized by law to undertake or provide; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the COUNTY and the BOH agree as follows:

VEHICLE USE AGREEMENT

SECTION 1.0 – TERMS OF VEHICLE USE AGREEMENT

COUNTY hereby agrees to grant BOH the right to use certain vehicles (“Vehicles”) for the purpose of responding to the COVID-19 pandemic and preventing and suppressing other diseases that affect the public health of Fulton County residents. The BOH is required to utilize and maintain the Vehicles as outlined and described in this Agreement.

SECTION 2.0 – TERM

This Agreement shall become effective upon signature, and shall continue until July 1, 2022, unless earlier terminated in accordance with this Agreement.

SECTION 3.0 – LIMITATION ON USE OF VEHICLES

COUNTY shall have the responsibility, at COUNTY’s sole cost, to obtain any and all licenses, titles, permits and any other certificates as may be required by law or otherwise for the lawful possession or occupancy of the Vehicles identified in Attachment B-1. BOH agrees that all certificates of titles or registrations applicable to the Vehicles hereunder shall reflect COUNTY's ownership thereof.

All Vehicles shall be used for the purpose as outlined in this Agreement. BOH agrees that the Vehicles will be used by employees of BOH who were issued Georgia driver licenses. BOH agrees to contact the Georgia Department of Motor Vehicle (DMV), and will continue to do so periodically, to ensure that employees operating the vehicles have valid Georgia driver licenses. BOH agrees that it will comply with all applicable federal, state and local laws in the operation of the Vehicles. BOH agrees that no vehicles will be used by any person who is not an employee of BOH and/or has not been issued a valid Georgia driver’s license.

SECTION 4.0 – COMPENSATION

In consideration for the provision of the Vehicles listed in Attachment B-1, BOH shall pay COUNTY in exchange for one dollar (\$1.00) in hand and other good and valuable consideration for use of the Vehicles.

SECTION 5.0 – BOH DUTIES

BOH will have the following duties which it agrees will be faithfully executed during the term of this Agreement:

- 5.1 BOH will keep the Vehicles free from physical damage. BOH will pay for all operating expenses for the Vehicles during the Agreement, including, but not limited to, the cost of fuel, add-oil, lubrication, parking, tolls and all other costs associated with operating the Vehicles.
- 5.2 BOH is responsible for repairs to the Vehicles required for safe operation and maintenance of the Vehicles in accordance with this Agreement.
- 5.3 BOH agrees to pay any and all fines, penalties, citations, parking tickets or court process (all referred to as "Fines") issued in connection with the use of the Vehicles. COUNTY has no responsibility for any fines relating to the use of the Vehicles. If BOH fails to pay or settle any such fine, COUNTY may pay it for BOH and BOH shall reimburse COUNTY on demand any sum paid.
- 5.4 BOH will not modify the Vehicles without the prior written consent by the COUNTY.
- 5.5 BOH agrees not to use or permit the use of the Vehicles: (a) for any unlawful or wrongful purpose or in violation of any law; (b) to transport passengers in excess of the rated capacity of the Vehicles; (c) outside the state without the prior written consent of the COUNTY; or, (d) for any purpose outside the scope of this Agreement.
- 5.6 BOH will ensure that the COUNTY's Vehicle Use policy as set out in the COUNTY's Personnel Policy 200-16 will be followed by BOH's employees using the Vehicles.
- 5.7 BOH shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, including but not limited to the Uniform Rules of the Road.
- 5.8 COUNTY may inspect the Vehicles at any reasonable time.

SECTION 6.0 – VEHICLES

COUNTY hereby authorizes BOH to use the Vehicles more fully described in Attachment "B-1", attached hereto and by reference incorporated herein. The vehicles will be parked and/or stored at Fulton County Central Maintenance Facility 895 Marietta Blvd Atlanta, GA 30318 at no additional cost to the BOH.

SECTION 7.0 – REGISTRATION AND TAXES

COUNTY shall at all times retain ownership of the Vehicles. COUNTY shall pay all fees, dues, cost, and expense to register and the Vehicles. All taxes associated with the Vehicles are the COUNTY'S responsibility.

SECTION 8.0 – INSURANCE REQUIREMENTS

BOH shall obtain and maintain during the term of this agreement, all of the insurance on the vehicles as specified below:

BUSINESS AUTOMOBILE INSURANCE

Liability - Combined Single Limits Each Occurrence - \$1,000,000 (Including operation of non-owned, owned, and hired automobiles)

Uninsured/ Underinsured Motorist Limits - \$1,000,000

Physical Damage (comprehensive and collision) must be provided

The COUNTY shall be named as an additional insured and loss payee on all policies of insurance referenced herein and BOH shall furnish the COUNTY a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code. The BOH shall maintain regular communications with the COUNTY Risk Manager and her designee, and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting COUNTY in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with BOH's provision of obligations under this Agreement. If needed, the BOH shall ensure that the COUNTY's Risk Manager can communicate directly to the insurer.

SECTION 8.0 – ACCIDENTS, DAMAGE TO, LOSS OR THEFT OF VEHICLES

Any accidents, damage to, loss or theft of Vehicles must be immediately reported to COUNTY Risk Management, and in no case more than 24 hours after the event occurs. BOH shall fully cooperate with COUNTY in handling any claims, lawsuits or legal proceedings arising against the COUNTY from such accident, damage, loss or theft of the vehicle. BOH must also notify the applicable law enforcement agency regarding any accident as required by law.

BOH shall immediately report any accidents, damage to, loss or theft of Vehicles in accordance with the requirements of BOH'S insurance policy.

BOH agrees to keep the Vehicles free from any liens, encumbrances or claims. BOH will assume responsibility for the cost of all maintenance and repairs due to damage or loss or replacement of the Vehicles. BOH shall repair or replace all vehicle damage or loss. In the event one or more of the Vehicles are completely destroyed or damaged beyond repair during the term of this Agreement, BOH shall pay to COUNTY, an amount equal to the replacement fair market value as determined by Kelly's Blue Book.

Except to the extent required by law, COUNTY does not extend any of its vehicle financial responsibility or provide insurance coverage to the BOH, its passengers or third parties. If the COUNTY is required by law to extend its financial responsibility to BOH, the COUNTY limits its liability to the state law required minimum financial responsibility limits.

SECTION 9.0 – RESPONSIBILITY TO THIRD PARTIES

BOH agrees to comply with all applicable laws, including but not limited to the Uniform Rules of the Road, in the operation of the Vehicles. The COUNTY is not responsible for the loss, damage or theft of any personal property contained within the Vehicles regardless of fault. BOH acknowledges and agrees that no bailment, actual or constructive or otherwise is created for any personal property carried in or left in the Vehicles.

SECTION 10.0 – LIABILITY

BOH agrees that it shall at all times be responsible for negligent and intentional acts and omissions of its employees and agents. Notwithstanding this provision, nothing herein shall be construed as a waiver of the FCBOH's sovereign immunity as a governmental body, or a waiver of any governmental immunities available to its officers, officials, employees or agents.

SECTION 11.0 – INDEPENDENT CONTRACTOR

BOH shall perform the services under the Agreement as an entity independent from the COUNTY and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to indicate that the BOH or any of its agents or employees to be the agent, employee or representative of the COUNTY.

SECTION 12.0 – SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

SECTION 13.0 – MODIFICATIONS

The COUNTY reserves the right to modify this Agreement. This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as the Agreement was executed. Any modification and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes.

SECTION 14.0 – TERMINATION

COUNTY and BOH agree that any termination of the Second Amended and Restated Intergovernmental Agreement shall also operate as a termination of this VEHICLE USE AGREEMENT.

14.1 Termination Of Vehicle Use Agreement For Cause

Either the COUNTY or the BOH may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party. Notice of termination shall be delivered by certified mail with receipt for delivery returned to sender to the individuals identified in Section 22.

14.2 Termination For Convenience

Notwithstanding any other provisions, either Party may terminate this Agreement for its convenience at any time by a written notice to the other Party.

SECTION 15.0 – DISPUTES

Should the COUNTY or BOH believe that the other party has breached, is breaching, or has attempted or threatened to breach any of the provisions or terms of this Agreement, the non-breaching party, prior to seeking alternative dispute resolution, must give notice of such breach and/or potential or possible breach to the other party and a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or possible breach. If the breach and/or potential or possible breach specified in such notice is cured within said thirty (30) day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or possible breach specified in such notice shall be deemed to exist.

After notice and opportunity to cure, if the dispute under or about this Amendment, (including, but not limited to disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken) the parties agree to attempt alternative dispute resolution in the Atlanta metropolitan area and to seek the counsel or input of the County Attorney for Fulton County, Georgia, and the General Counsel of the Georgia Department of Public Health to help interpret the responsibilities of the Parties. This Agreement may not be terminated unless both parties agree.

SECTION 16.0– WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or

other provision thereof.

SECTION 17.0 – COMPLIANCE WITH APPLICABLE LAWS

BOH shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, including but not limited to the Uniform Rules of the Road and toll free requirements, relating to the provision of the services contracted to be provided by the BOH hereunder or which in any manner affect this Agreement.

SECTION 18.0 – OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq. applies to this Agreement. BOH acknowledges that any documents or computerized data provided to the COUNTY by BOH may be subject to release to the public. BOH also acknowledges that documents and computerized data created or held by BOH in relation to the Agreement may be subject to release to the public, to include documents turned over to the COUNTY. BOH shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. BOH shall notify the COUNTY of any Open Records Act requests no later than twenty-four (24) hours following receipt of any such requests by BOH. BOH shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

SECTION 19.0 – ASSIGNABILITY

BOH shall not assign this Agreement without the prior express written consent of the COUNTY. Any attempted assignment by BOH without the prior express written approval of COUNTY shall at COUNTY'S sole option terminate this Agreement without any notice to BOH of such termination. The COUNTY and BOH, each bind themselves, their successors, assigns, and legal representatives of such other party in respect to all covenants, contracts and obligations contained herein.

SECTION 20.0 – SUBCONTRACTING

BOH shall not subcontract any part of this Agreement without prior written approval of COUNTY.

SECTION 21.0 – RETURN OF VEHICLES

BOH agrees to return the Vehicles no more than seventy-two (72) hours after expiration of the Agreement. BOH agrees to clean the Vehicles upon return to the COUNTY at BOH's sole cost and expense. BOH must maintain the Vehicles in a safe and professional condition and return the Vehicles to COUNTY in the same condition as when obtained, normal wear and tear accepted. Records must be kept on all maintenance, problems and mileage.

SECTION 22.0 – NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY shall be addressed as follows:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: Felicia.Strong-Whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to BOH shall be addressed as follows:

Lynn A. Paxton, M.D., M.P.H.
10 Park Place, South, SE, 4th Floor
Atlanta, GA 30303
Telephone: 404-613-1642
Email: Lynn.Paxton@fultoncountyga.gov
Attention: Lynn A. Paxton

With a copy to:

Beverly Stanley
10 Park Place, South, SE, 4th Floor
Atlanta, GA 30303
Telephone: 404-613-1276
Beverly.Stanley@fultoncountyga.gov

SECTION 23.0 – GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement is made and entered into in the State of Georgia and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Georgia.

SECTION 24.0 – FORCE MAJEURE

Neither the COUNTY nor the BOH shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the BOH from performing its obligations hereunder in the event of riots or rebellions.

SECTION 25.0 - NO WAIVER OF PRIVILEGES AND IMMUNITIES

Notwithstanding anything else in this Agreement to the contrary, nothing in this Agreement shall be construed to weigh or operate as a waiver of the privileges and immunities available to the COUNTY or the BOH under applicable law, including without limitation sovereign immunity and official immunity as the circumstances maybe.

SECTION 26.0 – ENTIRE CONTRACT

This Agreement, together with Attachment B-1, constitutes the entire understanding and agreement between the Parties regarding the Vehicles. No representations, inducements, promises or contracts, oral or otherwise between the parties not embodied herein, except for the Agreement, shall be of any force or effect. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

SECTION 27.0 – HEADINGS

The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describes the scope of this Agreement or the intent of the provision thereof.

IN WITNESS THEREOF, the Parties hereto have caused this Vehicle Use Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

FULTON COUNTY, GEORGIA



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:



Tonya R. Grier
Clerk to the Commissioners
(Affix County Seal)



APPROVED AS TO FORM:



Fulton County Attorney

BOARD OF HEALTH



Lynn Paxton, Director
Board of Health

ATTEST:



Notary Public

(Affix Corporate Seal)



APPROVED AS TO FORM:



Attorney for the BOH

Vehicle #	Make	Year	Model	VIN	License Plate	Division	Owned By
800075	Peterbuilt	2017	Mobile Unit	3BPBHM6X4HF591238	GV4176K	General Medical	Fulton
800076	Transit	2017	Mobile Van	1FTYR3XG2GKA75200	GV6127J	General Medical	Fulton
800048	Ford	2007	Escape Hybrid	1FMCU49H98KA85255	CV36709	Environmental Health	Fulton
820067	Ford	2015	Escape	1FMCU0F78HUC54349	CV8192K	Health Promotions	Fulton
800051	Chevrolet	2013	Silverado 1500 Truck	1GCNCPEX3DZ319230	GV1823D	Environmental Health	Fulton
800053	Chevrolet	2013	Impala	2G1WF5E31D1249208	GV2588D	Nursing/Children Services	Fulton
800065	Ford	2015	Focus	1FADP3E23FL350258	GV6286F	Environmental Health	Fulton
800066	Ford	2015	Focus	1FADP3E25FL350259	GV6285F	Environmental Health	Fulton
800067	Ford	2015	Focus	1FADP3E25FL350262	GV6287F	Nursing/Children Services	Fulton
800068	Ford	2015	Focus	1FADP3E28FL350255	GV6288F	Environmental Health	Fulton
800069	Ford	2015	Focus	1FADP3E2XFL350256	GV6284F	Environmental Health	Fulton
800070	Ford	2015	Focus	1FADP3E21FL350257	GV6283F	Environmental Health	Fulton
800071	Ford	2015	Focus	1FADP3E23FL350261	GV6290F	Environmental Health	Fulton
800072	Ford	2015	Focus	1FADP3E21FL350260	GV6291F	Environmental Health	Fulton
800073	Ford	2015	Focus	1FADP3E27FL350263	GV6292F	Environmental Health	Fulton
800074	Ford	2015	Focus	1FADP3E29FL350264	GV6293F	Environmental Health	Fulton
820068	Ford	2018	Fusion	3FAGP0G7XJR117648	GV3330L	Environmental Health	Fulton
820069	Ford	2018	Fusion	3FAGP0G78JR117647	GV3323L	Environmental Health	Fulton
52046	Ford	2020	Cargo Van	1FTYR2CM3KK800233	GV7639M	Board of Health	Fulton
52047	Ford	2020	Transit	NMOLS7E22L1435169	GV7641M	Board of Health	Fulton
52048	Ford	2020	Transit	NM0GS9F20L1463872	GV7642M	Board of Health	Fulton
800082	Ford	2019	Fusion	3FAGP0G73KR209444	GV7656M	Board of Health/MPS	BOH
800086	Ford	2019	Fusion	3FAGP0G77KR209446	GV7659M	Board of Health/MPS	BOH
800087	Ford	2019	Fusion	3FAGP0G79KR209447	GV9651M	Board of Health/MPS	BOH
800084	Ford	2019	Fusion	3FAGP0G70KR209448	GV7658M	Board of Health/MPS	BOH
800080	Ford	2019	Fusion	3FAGP0G72KR209449	GV9652M	Board of Health/MPS	BOH
800081	Ford	2019	Fusion	3FAGP0G79KR209450	GV9653M	Board of Health/MPS	BOH
800083	Ford	2019	Fusion	3FAGP0G70KR209451	GV9654M	Board of Health/MPS	BOH
800086	Ford	2019	Fusion	3FAGP0G75KR209445	GV7657M	Board of Health/MPS	BOH
800088	Chevrolet	2019	Impala	2G11X5S37K9124398	GV7660M	Board of Health/Administrative	BOH
800078	Ford	2019	F250 Truck	1FT7W2B68KEC42261	GV2797M	Board of Health/Emergency Preparedness	BOH
800089	Ford	2019	F250 Truck	1FT7W2B68KED68460	GV3856M	Board of Health/Environmental Health	BOH
800077	Ford	2019	Ford Van	1FBX2Y2YM3KKA06862	GV9673L	Board of Health/MPS	BOH
800079	Trailer	2019	6x12 Trailer	VWLC6X12TE2	TS94V08	Board of Health/Emergency Preparedness	BOH
800085	Ford	2019	Fusion	3FAGP0G75KR209445	GV7675M	Board of Health/MPS	BOH
800094	Ford	2020	Escape	1FMCU0G62LUA91597	GV9872M	Board of Health/Epidemiology	BOH

ATTACHMENT B-1

Vehicle Inventory

LIST OF VEHICLES

COUNTY ID NO.	MODEL	YEAR	VIN
520802	Mercedes Benz	2020	W1W8ED3Y8LT020646
520803	Mercedes Benz	2020	W1Y8ED3Y8LT031718

MASTER LEASE AGREEMENT

This **MASTER LEASE AGREEMENT** ("Agreement") is made and entered into this 1st day of July, 2021, (the "**Effective Date**") by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, whose business address for purpose of this Agreement is 141 Pryor Street, S.W., Suite 8021, Atlanta, Georgia 30303 (the "**County**" or "**Landlord**") and the **FULTON COUNTY BOARD OF HEALTH**, a legislatively created non-profit governmental entity, whose business address for purpose of this Agreement is 10 Park Place South, S.E., 4th Floor, Atlanta, GA 30303, ("**Tenant**"). ("**Landlord**" and "**Tenant**" are each a "**Party**" and jointly referred to as the "**Parties**" herein).

WHEREAS, through the adoption of House Bill 885 (Laws 201, Act 467, § 1, effective April 27, 2016) in the 2015-2016 Regular Session, the Georgia General Assembly repealed O.C.G.A. § 31-3-2.1, which had allowed Fulton County to operate its public health services through its internal Department of Health and Wellness; and

WHEREAS, House Bill 885 further provided that the operation of public health services in Fulton County was to transition from being a department within the County to being a county board of health similar to the other boards of health around the State of Georgia that were never incorporated into county governments; and

WHEREAS, Fulton County therefore adopted Resolution Nos. 17-0298 and 17-0299 on April 12, 2017, dissolving the Department of Health and Wellness and directing County staff to facilitate the creation of the Fulton County Board of Health as a separate entity; and

WHEREAS, the Fulton County Board of Health enjoys all powers and obligations of a county board of health that are set forth in O.C.G.A. § 31-3-1, *et seq.* and as may be delegated by the Georgia Department of Public Health and by and through the authorities established in O.C.G.A. § 31-2-1, *et seq.*, O.C.G.A. § 26-2-370, *et seq.*, and other state laws as of July 1, 2017; and

WHEREAS, pursuant to O.C.G.A. § 31-3-9 Fulton County is obligated to "provide the county board of health with quarters and equipment sufficient for its operation."

NOW THEREFORE, for and in consideration of the Premises, covenants, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in keeping with the obligation pursuant to O.C.G.A. § 31-3-9, to provide quarters for Tenant and the provisions of the Restated and Amended Inter-Governmental Agreement ("IGA") negotiated by and between the Parties, as may be amended, Landlord and Tenant agree as follows:

1. Definitions. The following words, as used in this Agreement, shall be defined as follows:

A. "**Buildings**" shall be construed to mean the building containing or located on the Premises. Reference in this Agreement to the Building are deemed to include the Premises.

B. "**Casualty**" shall be construed to mean damage or destruction of the

Premises, or any portion thereof, by any cause, including without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion, or any other like or different type or kind of catastrophe.

C. **“Common Areas”** shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas, parking garages, landscaped areas, gardens, courtyards, and other similar facilities provided for the common use or benefit of tenants generally and/or the public.

D. **“Date of Casualty”** shall be construed to mean the date on which the Casualty occurs.

E. **“Hazardous Substances”** shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the “EPA”) or the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, and oil and petroleum constituents, or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, including any: (i) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (ii) urea formaldehyde foam insulation; and (iii) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB).

F. **“Land”** shall be construed to mean the real property, fee simple title, or an estate for years to which is owned by Landlord, upon which the Building is located.

G. **“Landlord”** shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed. In the event the Premises is owned by an entity other than Fulton County, and the Board of Health is in the position of Sub-lessor from the County, the County shall be deemed the Landlord for purposes of this Agreement.

H. **“Laws”** shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Premises, and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies, and other authorities construing any of the foregoing. **“Law”** shall be the singular reference to Laws.

I. **“Mortgage”** shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. **“Mortgages”** shall mean more than one Mortgage.

J. **"Party"** shall be construed to mean either Landlord or Tenant, as appropriate. **"Parties"** shall mean both Landlord and Tenant, and such reference shall be deemed to include the legal representative(s), successors and assignees of said Party, the same as if in each case expressed.

K. **"Premises"** shall include not only the property more particularly described in Paragraph 2 of this Agreement but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

L. Any and all references to the word **"Term"** of this Agreement shall include not only the initial term but also any renewal or extension of the initial term.

2. Premises. In keeping with the obligation of the County, pursuant to O.C.G.A. § 31-3-9, to provide quarters sufficient for the operations of the Fulton County Board of Health and the provisions of the Restated and Amended Inter-Governmental Agreement ("IGA") negotiated by and between the Parties, attached hereto as Attachment 1, incorporated herein by reference, as the same may be amended, the County does hereby this day, grant a lease to Tenant for those Premises identified in Attachment 1, attached hereto and incorporated by reference.

3. Permitted Use. Tenant shall use the Premises solely for those purposes set forth in the IGA, the provisions of O.C.G.A. § 31-3-4 (County boards of health; their powers), and related Board of Health business purposes.

4. Term. This Agreement shall commence on (July 1, 2021) (the **"Commencement Date"**) and shall end at 11:59 p.m. on (June 30, 2026) (the **"Expiration Date"**) unless this Agreement shall be sooner terminated or amended as hereinafter provided by the parties providing notice as contained herein. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the **"Term"**. Provided there is no breach by Tenant of either the services to be provided by Tenant at the Premises pursuant to the IGA or this Agreement during the Term, this Agreement may be renewed for nine (9) five (5) year periods with a final ending date of June 30, 2071 at 11:59 pm. For those Premises owned by the County, in the event the Parties fail to renew the Agreement, the Tenant shall be allowed to hold over, without penalty, until such time as the Landlord provides mutually agreeable alternative quarters for Tenant's use pursuant to O.C.G.A. § 31-3-9. Tenant understands and agrees that certain Premises that are a part of this Agreement are not owned by the County and that the Term of this Agreement in no way affects or alters the term(s) set forth in the County's lease agreements with its third-party landlord.

5. Rent. One dollar (\$1.00) per year and other good and valuable consideration, including Tenant's provision of public health services benefitting the Landlord at the facilities set forth in Attachment 1 hereto, as said exhibit may be amended from time to time.

6. Covenant of Title and Quiet Enjoyment. Landlord covenants that it is in legal possession of the Premises set forth in Attachment 1. Tenant agrees that the Landlord is providing the Premises in accordance with O.C.G.A. § 31-3-9 and the IGA, and Tenant, in keeping with the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit,

hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord, the Landlord's Lessor where applicable, or by any other person or persons whatsoever.

7. Tenant Covenants, Representations and Warranties. Tenant hereby covenants and agrees as follows:

7.1 Tenant shall at all times during the Term maintain and keep current all business licenses and permits required by all applicable Laws for the operation of Tenant's business at the Premises.

7.2 Tenant shall not make any alterations, additions, or improvements to the Premises other than those alterations, additions, or improvements approved in writing by Landlord in advance, said approval to not be unreasonably withheld.

7.3 Tenant shall comply with the all rules and regulations of each Building and all Laws regarding the use and occupancy of the Premises.

7.4 Neither Tenant, nor any of Tenant's invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Property any Hazardous Substances, other than hazardous waste that is generated as part of Tenant's operations and which Tenant will dispose of in accordance with the Laws, said waste primarily consisting of used syringes, microbiologic samples (BSL level 2 or below), blood samples, and materials contaminated with body fluids.. Tenant shall, only to the extent permissible by law, be responsible only for contamination caused by Tenant during the term of its tenancy (or those of its invitees, employees, contractors, or agents). In no event shall Tenant be responsible for preexisting environmental contamination to the Premises or Building, whether disclosed, known by the Tenant or not otherwise disclosed to the Tenant. Tenant shall not be responsible for environmental contamination of the Premises or Building by any hazardous substance which has migrated to the Premises from another property or Building area through no fault of Tenant or any agent, employee, contractor, licensee, or invitee. Tenant shall be responsible for, to the extent permitted by law, for any loss, claims, liability, or costs incurred by reason of any actual failure of Tenant to fully comply with all applicable Laws or Permits, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any failure of Tenant to keep, observe, or perform any provision of this Section. Nothing herein shall be construed as a waiver of Tenant's sovereign immunity or any governmental immunities available to its officials, officers or agents.

8. Landlord Covenants, Representations and Warranties. Landlord represents, warrants and covenants to and with Tenant that:

(i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;

(ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is

bound, or the organizational documents of Landlord;

(iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement, or restriction which would to Landlord's knowledge adversely affect Tenant's use and enjoyment of the Premises;

(iv) to the Landlord's knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises;

(v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain, and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

(vi) to Landlord's knowledge, on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

(vii) to the Landlord's knowledge, no portion of the Premises has ever been used for the storage, processing, treatment, or disposal of Hazardous Substances; the Premises, do not and will not contain Hazardous Substances; no Hazardous Substances, to Landlord's knowledge, have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Premises; there are no pending or known threatened claims, administrative proceedings, judgments, declarations, or orders, relating to the presence of Hazardous Substances on, in or under the Premises; the Premises are in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Premises, ; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land;

(viii) to the Landlord's knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Premises; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land;

(ix) all utilities (including, without limitation, water, storm and sanitary sewer, electricity, and gas) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises;

(x) as of the Commencement Date the Building and to the Landlord's knowledge the building systems serving the Premises are in good condition and repair;

(xi) the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land or into the Building under normal conditions; and

(xii) the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

9. Change in the Ownership of the Premises Owned by the County. No change or

division in the ownership of those Premises owned by the County, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of such Premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with written notice from the Landlord confirming such change or division in the ownership.

10. Change in the Ownership of the Premises Leased by the County. In the event of a change or division in ownership of Premises Leased by the County, or in the event of a non-renewal of Lease between the Premises Owner and the County, the Landlord shall provide the Tenant with prompt notice and opportunity to provide input into the Landlord's search for a new Premises or other space for the relocation of the Tenant.

11. Binding Effect on Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the legal representative(s), devisees, legatees, successors, board members, commission members, directors, employees, agents, contractors, sublessors, and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.

12. Destruction of or Damage to the Premises. In the event of a Casualty which renders a material portion of the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty, Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction is anticipated to cause material disruption to the Tenant's operations for more than one hundred and twenty (120) days, Landlord, as soon as practicable, shall endeavor to make alternative properties available to the Tenant for its provision of public health and Board of Health administrative services, including the potential provision of alternative quarters in County-owned quarters, quarters owned or controlled by other governmental entities, or, if necessary, quarters owned or controlled by private parties. If such repair, rebuilding, or construction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty and Landlord is not diligently proceeding with its repair, rebuilding or construction of the damaged Premises, then within thirty (30) days following expiration of such 120-day period, Tenant may request that Landlord provide alternative quarters and provide the Landlord with a good faith opportunity to do so. In the event that the Parties cannot agree as to whether a Casualty has caused such a disruption to Tenant's operations, such that alternative quarters are needed or that Landlord is not diligently proceeding with its repair, rebuilding, or construction of the damaged Premises, the Parties agree to participate in mediation with a mutually agreeable mediator located in the metropolitan Atlanta area, and to seek the counsel or input of the County Attorney for Fulton County, Georgia, and the General Counsel of the Georgia Department of Public Health to help interpret the responsibilities of the Parties.

13. Insurance.

13.1 Tenant may self-insure and maintain, in accordance with policies of the

Georgia Department of Administrative Services, during the Term of this Agreement insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks. Landlord shall not be responsible for any loss for which Tenant has not obtained insurance coverage.

13.2 Landlord shall self-fund any and all insurance coverage on the Land, Building and Fixtures.

14. Environmental Covenants.

14.1 If removal, encapsulation, or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the "**Remediation**"), and such Hazardous Substances were released or placed on the Land or Building by Tenant, its employees, agents or contractors, sublessees or assigns, it shall be the sole financial responsibility of Tenant for all Remediation and restoration costs required for Remediation (the "**Restoration**").

14.2 If Remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws, and such Hazardous Substances were released or placed on the Land or Building by Landlord's employees, agents, contractors, or predecessors, or if the substance migrated through any medium to the Premises from a neighboring or nearby property, Landlord shall immediately and with all due diligence and all measures necessary to comply with all applicable Laws, remove such Hazardous Substances and perform such Remediation and Restoration at Landlord's sole costs and expense. If such Remediation and Restoration cannot be completed within one hundred twenty (120) days following the date such Hazardous Substances are discovered, or if and Landlord is not diligently proceeding with its Remediation and Restoration, Tenant may request that Landlord provide alternative quarters in County-owned quarters, quarters owned or controlled by other governmental entities, or, if necessary, quarters owned or controlled by private parties and provide the Landlord with a good faith opportunity to do so. In the event that the Parties cannot agree as to whether the Remediation and Restoration has caused such a disruption to Tenant's operations, such that alternative quarters are needed, or that Landlord is not diligently proceeding with its Remediation and Restoration, the Parties agree to participate in mediation with a mutually agreeable mediator located in the metropolitan Atlanta area, and to seek the counsel or input of the County Attorney for Fulton County, Georgia, and the General Counsel of the Georgia Department of Public Health to help interpret the responsibilities of the Parties.

15. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement:

(i) if Tenant shall cease exercising the powers conferred upon it under O.C.G.A. § 31-3-4 within Fulton County, Georgia

(i) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement, and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty

(30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, the Parties agree to participate in mediation with a mutually agreeable mediator located in the metropolitan Atlanta area, and to seek the counsel or input of the County Attorney for Fulton County, Georgia, and the General Counsel of the Georgia Department of Public Health to help interpret the responsibilities of the Parties.

16. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant of the Premises after the expiration or termination of this Agreement, shall operate and be construed as a tenancy-at-will under the same provisions in force at the expiration or termination of this Agreement.

17. Condemnation. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity that shall render the remainder property non-functional for the tenant's intended use, or the property shall be taken by any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance, or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose stated in Paragraph 2 hereof shall be prohibited, then the Landlord shall diligently work with Tenant to locate alternative quarters suitable for Tenant's operations. In the event of a partial taking that significantly affects Tenant's ability to provide its services from a specific Premises, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking and, if needed, consult with Tenant regarding the potential need for the provision of alternative quarters for Tenant in County-owned quarters, quarters owned or controlled by other governmental entities, or, if necessary, quarters owned or controlled by private parties. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

18. Landlord responsibility. Landlord, at Landlord's sole cost and expense, for the Premises owned by the County, shall maintain and repair in good operable condition and replace as necessary, throughout the Term of this Agreement, the Building and Common Areas, including but without limitation: (i) keep the Common Areas well-lit and; (ii) perform the Janitorial Services at no cost for those portions of the Building or Premises that are not occupied solely by the Tenant; (iii) perform the Janitorial Services for those portions occupied solely by the Tenant at the expense of the Tenant at a prorated cost agreed by the Parties; provided, however, that Tenant, only for those portions of the Building or Premises it solely occupies, shall have the option to engage its own janitorial service provider to perform supplemental services at any time, and shall have the option to election to replace the Landlord's provider if (1) Tenant provides sixty (60) days advanced written notice to the Landlord, and (2) such election does not increase the Landlord's cost for janitorial services in the remainder of the Building; and (iv) maintain and repair the Premises such that they remain in good condition and repair, normal wear and tear excepted. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice

to Landlord of the need for any such maintenance, repair or replacement and Landlord, after investigation and confirmation that maintenance, repair, or replacement is necessary, fails to commence such maintenance, repair, or replacement within fifteen (15) days and thereafter fails to commence or diligently pursue such maintenance, repair, or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair, or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair, or replacement as one that involves present or imminent danger of injury to persons or damage to property. Notwithstanding anything in this Agreement to the contrary, Landlord shall have no obligation to repair damages caused by Tenant's negligence or willful misconduct of Tenant's employees, guests, agents, contractors, sublessees, or assigns. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. Tenant must have prior written approval for any capital improvements or material additions or modification to the space that Tenant seeks to make. Prior to approval of all planned modifications, which approval shall not be unreasonably withheld, Tenant must complete the following:

- a. Coordinate funding requests as needed for facility related projects.
- b. Coordinate submission of Capital Improvement Project funding requests as needed to the Capital Improvement Committee for facility modification, replacement or expansion projects.
- c. Negotiate mutual agreements for building service requests beyond those typically provided by commercial landlords, where applicable.
- d. Funding and managing contracts related to medical equipment and supplies.
- e. The purchase, replacement, repair and maintenance of medical and pharmacy related equipment.
- f. Support projects, when needed, with design, planning, architectural and engineering, and project management services for approved and funded capital construction projects.
- g. Provide in-house construction services for approved and funded projects.
- h. Provide project management services, when appropriate, for justified, approved and funded facility modifications.
- i. When requested, perform, evaluate and confirm Tenant's real estate and space needs.
- j. Identify space requirements and initiate the following actions: 1) confirm if requirement can be fulfilled internally with County owned space as identified by the Landlord; 2) determine if a leased space in a third party location is required; or 3) confirm if it is necessary to acquire a location or property. If either number 2 or 3 are required, DREAM will negotiate mutually acceptable terms and conditions with

third party property owner. In the case of number 1, the Fulton County owned real estate, an initial assessment of the space will be performed and recommendations will be provided where necessary to ensure the facility is ADA compliant. In the case of leased locations, this is the Owner's responsibility.

k. When requested, Landlord will provide a plan for relocation services, with BOH input as appropriate.

l. Provide office moving and relocation services consistent with the Department's service request and available funding.

19. Tenant Responsibility. Tenant covenants and agrees that it will take good care of the 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. Tenant agrees that it is also responsible for and bound by any other duties or obligations set for in the IGA, this Master Lease Agreement, and any third party lease agreements between the County and another Landlord. For Leased locations, Tenant shall be responsible for:

- a. After normal business hours utility use at quarters leased by the County from other Landlords.
- b. HVAC use for the HVAC units installed at Tenant's request.
- c. Requesting funding on an annual basis for purchase orders, supplies, and personnel to maintain County facilities.
- d. Providing specific criteria and information pertinent to eligible contract service requirements, where applicable.
- e. Promptly reporting facility related concerns to the Customer Service Team via submission of a service request through the computerized maintenance management system (CMMS).
- f. Consulting with DREAM regarding the purchase of non-medical facility related equipment, such as, commercial washers and dryers, refrigerators, icemakers, as needed.
- g. Consulting with DREAM regarding facility related upgrades, modifications, improvements and equipment purchases that potentially involve changes to the interior and exterior integrity of a building.
- h. Completing an incident report for building related vandalism and provide DREAM a copy within 24 hours of incident discovery.
- i. Establishing at least one staff to function as Tenant's authorized Work Order Coordinator at each Health Center.
- j. Establishing a facility point of contact for each Health Center.
- k. Providing DREAM with a copy of access keys to each Health Center, where applicable.
- l. Maintaining, non-facility related equipment that is not part of DREAM's core business responsibility, i.e. gardening equipment, etc.
- m. The cost of replacement for keys and locks due to lost, stolen, misplaced and /or mishandled.

20. Both Parties shall use best efforts to report at once, in writing or by verbal notice, any defective or dangerous condition known to said Party and not otherwise known to the other Party. The failure of either Party to report any defective or dangerous condition of which they have knowledge and which the other Party could not have known, shall make the knowledgeable Party responsible and liable for the other's damages resulting from such defective condition.

21. Entry for Inspection and Repairs, Alterations or Additions. Tenant shall permit Landlord, its agents or employees to enter onto the Premises at all reasonable times, but after no less than one (1) day prior notice, outside of emergencies, for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the Premises. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without any advance Notice.

22. Maintenance. For those Premises owned by Landlord, Landlord shall be solely responsible for furnishing all maintenance and services for the Premises, and Common Areas. Landlord and Tenant agree that terms of certain service levels and obligations of both parties to be rendered in accordance with this Agreement shall be rendered. For those Premises leased by Landlord, maintenance will be performed by Owner in accordance with the terms of the lease agreement.

Tenant agrees to promptly report to the Landlord any condition that should be addressed by the Landlord. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of Landlord's agents or employees which interferes with Tenant's full enjoyment of the Premises.

23. Utilities. Landlord shall furnish access to utilities for the Premises, and subject to the provisions of Paragraph 19 above, shall be responsible for the maintenance and payment for water, electricity, gas, light, heat, power, and sewer service. In the event of interruption in water, electricity, gas, light, heat, power, or sewer service, Landlord will proceed with all due diligence to restore same.

24. Notice to the Landlord of Damage(s) or Defect(s). Tenant shall give to the Landlord prompt Notice of any damage(s) to or any defect(s) in the Premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at Landlord's own cost and expense, unless such damage(s) or defects are the result of the Tenant, its employees, agents, or invitees.

25. Removal of Improvements, Erections, Additions, and Alterations Made by the Tenant. After said initial improvements are made by the Landlord (if applicable), Tenant may make, at its own cost and expense, such improvements, erections, additions, and alterations as are necessary to adapt the Premises for Tenant's use, subject to prior written approval by Landlord, such approval to not be unreasonably withheld. All improvements, erections, additions, and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions, and alterations it has installed or placed on the Premises, Tenant agrees to repair any damage directly resulting to the Premises from such installation or removal.

26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or

termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture, and personal property which Tenant has placed on the Premises. If the Tenant removes any or all of the fixtures, equipment, appliances, movable furniture, or personal property it has installed or placed on the Premises, Tenant agrees to repair any specific damage directly resulting to the Premises from such installation or removal.

27. Mechanics' Liens. All contracts entered into by the Tenant or its contractors for work in the Premises or the Building must contain an express waiver of any rights such contractor may have to claim a mechanic's or materialman's lien against the Property and against Landlord's interest in the Premises (except as to elements of the Improvements installed by such contractor and for which Landlord is obligated but failed to make payment pursuant to the Work Agreement), and an agreement to include similar provisions in the contracts between the contractor and all subcontractors and material suppliers to such contractor.

28. If because of any act or omission of the Tenant, a contractor employed by the Tenant for work performed in the Premises or the Building, or any person claiming by, through or under the Tenant or a contractor employed by the Tenant, any mechanic's lien or other lien shall be filed against the Premises the or Building or against other property of Landlord, then Landlord (without inquiry into the validity or enforceability of such lien and whether or not such lien is valid or enforceable) may, but shall not be obligated to, at any time, pay the claim upon which such lien is based so as to have such lien released of record; and, if Landlord does so, then within sixty (60) days after its receipt of an invoice from Landlord, the Tenant shall pay to Landlord, as Additional Rent, the amount of such claim, plus all other costs and expenses incurred in connection therewith. The Tenant shall promptly discharge any mechanic's lien filed against the Building on account of work in the Premises or the Building performed at the request or order of the Landlord.

29. No Waiver of Right. Failure by a Party to complain of any action, non-action or breach of the other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by a Party of any right arising from any breach of the other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

30. Subleasing by Tenant. Tenant may sublease portions of the Premises as may be defined in Attachment 1 to its business affiliates that perform and/or enhance public health services for the citizens of Fulton County pursuant to the powers provided Tenant under Georgia law and who are under contract with Tenant; provided however, that no sublessee will be charged rent in excess of the Tenant's rental fee obligation to the Landlord (**i.e. \$1.00**), Tenant shall remain obligated to the Landlord for the subleased portions of the Premises as set forth in this agreement, and prior to entering into any sublease agreement, the Tenant shall provide the Landlord ninety (90) days prior notice and opportunity to object. The Landlord shall not unreasonably withhold permission for any proposed sublessee. Notwithstanding the foregoing, in the event that Landlord has a reasonable and good faith objection to a proposed sublease, the Parties agree to meet and confer to attempt to resolve the objection within thirty (30) days of the Landlord providing said objection. In the event the Parties cannot agree on the sublessee after such a conference, the decision of the Landlord shall control. Any subtenant of Tenant shall comply with any and all

Laws and, if applicable, any leases entered into by Landlord, and be required to provide insurance, in amounts not less than as set forth below protecting against all losses to the Premises, and naming Landlord as an additional insured:

- (a) General Liability - \$1,000,000 Combine Single Limit;
- (b) Fire Legal - \$300,000;
- (c) Personal Injury - \$1,000,000/\$1,000,000; and
- (d) Premises medical payment - \$5,000.

31. Abandonment of Premises by the Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant is absent from the Premises for forty-five (45) consecutive days, excepting for purposes of repair of improvements.

32. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

33. Surrender of the Premises. Tenant shall at the expiration or Termination of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, Casualty or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted. Premises shall be returned to Landlord in a broom clean condition with no fixtures removed without Landlord consent, as well as, a return of all keys and security keys in their possession.

34. Mortgages and Mortgagees. This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements, and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and attornment agreement (an "SNDA") in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant's obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.

35. Miscellaneous.

A. Headings. The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

B. Time of Essence; Dates. Time is of the essence of this Agreement. Where a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date shall automatically be extended to, and

the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

C. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be (i) delivered by hand, (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown below, or to such other address(es) as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered. Notices given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. The time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided, or because of refusal to accept delivery, shall be deemed received by the Party to whom addressed on the date of attempted hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

D. Addresses.

LANDLORD ADDRESS:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street, S.W.
Suite 6001
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: County Manager
141 Pryor Street, S.W.
10th Floor
Atlanta, Georgia 30303

TENANT ADDRESS:

Fulton County Board of Health
Attention: District Health Director, Executive Director
10 Park Place South, S.E.
4th Floor
Atlanta, Georgia 30303

With a copy to:

Fulton County Attorney's Office
Attention: Senior Assistant County Attorney, Fulton County Board of Health
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303

E. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 *et seq.*, prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia has not been, and will not be, violated in any respect by this Agreement.

F. Tenant does not prohibit Landlord from time to time seeking financing for the facility as determined in their sole discretion. When and if asked, Tenant will affirmatively support or acknowledge the rights of any lender or other Party in connection with such financing to the extent permitted by law.

G. Parking. For those County owned Premises, Tenant shall have non-exclusive use of the parking lot free of charge. For non-County owned Premises, parking shall be in accordance with the lease terms for said Premises, as set forth in the lease agreements attached hereto in Attachment 1. For County owned Premises, Landlord shall not interfere with Tenant's use of the parking lot during Tenant's regular hours of operation, except in the event of an emergency or for prior agreed upon repairs and maintenance to the lot.

H. Signage. Tenant will not install or affix any external signage without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant identification will be available on the Building's lobby directory and at the primary entrance to the Premises. Any signage Tenant is permitted to install shall be in compliance with all applicable Laws, regulations and ordinances.

I. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of such portion, if any, and this Agreement shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or

interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

(Signatures begin on next page and remainder of page is intentionally blank.)

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed, and delivered this Agreement in triplicate original on the day, month, and year first above written, each of the Parties keeping one of the triplicate originals.

Signed, sealed, and delivered
as to Landlord in the presence of:

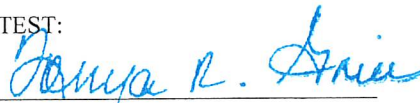
LANDLORD:

FULTON COUNTY, GEORGIA




Robert Pitts, Chairman
Board of Commissioners

ATTEST:



Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:



County Attorney

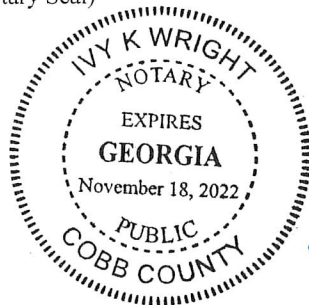


Signed, sealed, and delivered
as to Tenant in the presence of:



Notary Public
My Commission Expires:

(Notary Seal)



TENANT:



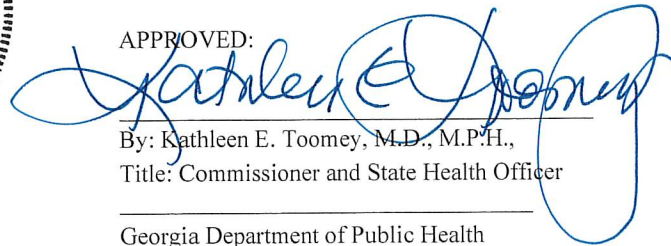
Lynn A. Paxton, M.D., M.P.H., District Health
Director

APPROVED AS TO FORM:



Attorney for the Fulton County Board of Health

APPROVED:



By: Kathleen E. Toomey, M.D., M.P.H.,
Title: Commissioner and State Health Officer
Georgia Department of Public Health

Attachment 1

Locations under Lease

<i>Building Name</i>	<i>Address</i>
Adamsville Regional Health Center	3700 Martin L. King, Jr. Drive, S.W. Atlanta, Georgia 30331
Fulton County Public Health @ 10 Park Place*	10 Park Place, S.E., 5 th Floor Atlanta, Ga 30303
Center for Health & Rehabilitation	265 Boulevard, N.E. Atlanta, Georgia 30312
College Park Regional Health Center	1920 John Wesley Avenue College Park, GA 30337
Neighborhood Union Health Center	186 Sunset Drive, N.W. Atlanta, GA 30314
North Fulton Regional Health Center**	3155 Royal Drive, Suite 125 Atlanta, Georgia 30022
North Fulton Government Center	7741 Roswell Road Sandy Springs, Ga 30350
Oakhill, Child, Family & Adolescent Center	2805 Metropolitan Parkway Atlanta, Georgia 30315
Consolidated Health Facility***	4700 North Point Parkway Alpharetta, Georgia 30022

* Quarters leased by the County from a third-party Landlord, the current lease for which, as amended, is attached hereto as Attachment 1-1.

** Quarters leased by the County from a third-party Landlord, the current lease for which, as amended, is attached hereto as Attachment 1-2.

*** These quarters are not currently occupied by the BOH, but are expected to be in the future.

Attachment 1-1

Lease for Fulton County Public Health @ 10 Park Place

Attachment 1-2

Lease for North Fulton Regional Health Center

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment"), is made this 19th day of October, 2016, by and between **TEN PARK PLACE PARTNERS, LLC**, a Georgia limited liability company (hereinafter referred to as "Landlord") and **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease dated June 30, 2016 (the "Lease") for the Demised Premises (as defined in the Lease) which contains approximately 37,980 square feet located on the 4th and 5th floors of 10 Park Place, Atlanta, GA 30303; and

WHEREAS, Landlord and Tenant desire to amend the Lease effective as of the date of execution of this Amendment (the "Effective Date") to provide for certain matters relating thereto as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. All capitalized terms used herein shall have the same meaning ascribed to them in the Lease.
2. Expansion Premises. Tenant shall lease additional space on the 6th floor with an area of 9,902 rentable square feet (the "Expansion Premises"), as depicted on Exhibit A attached hereto and known as Suite 602.
3. Expansion Premises Commencement Date. Commencement of this Amendment shall begin on March 1, 2017 or upon the date of issuance of a certificate of completion which evidences substantial completion of all build out and/or improvements, which ever occurs later.
4. Expansion Premises Term. Tenant shall lease the Expansion Premises commencing on the Expansion Premises Commencement Date, thereafter continuing through and expiring in accordance with Section 2 of the Lease. As of the Expansion Commencement Date, the Demised Premises shall include the Expansion Premises for all purposes other than as otherwise set forth in this Amendment.
5. Expansion Premises Rent. Tenant shall pay monthly installments of Monthly Rent for the Expansion Premises (as hereinafter defined) together with "Tenant's Additional Rental" (as defined in Section 11 (c) of the Lease) in advance of or on the first day of each calendar month during the Rental Period, without demand, deductions or set off, in the following amounts, and otherwise in the manner set forth in the Lease. For the purposes of accounting only, Rental PSF and Operating Expenses PSF have been split out, below:

Rental Period	Number of Months	Rental PSF	Operating Expenses PSF	Monthly Rent	Total Rental Period
March 1, 2017 - Aug 31, 2017	6	\$0.00	\$7.50	\$0.00	\$0.00
Sept 1, 2017 - Dec 31, 2017	4	\$8.50	\$7.50	\$ 13,202.67	\$ 52,810.68
Calendar Year 2018	12	\$8.75	\$7.73	\$ 13,598.75	\$ 163,184.96
Calendar Year 2019	12	\$9.01	\$7.96	\$ 14,006.71	\$ 168,080.51
Calendar Year 2020	12	\$9.28	\$8.20	\$ 14,426.91	\$ 173,122.92
Calendar Year 2021	12	\$9.57	\$8.44	\$ 14,859.72	\$ 178,316.61
Calendar Year 2022	12	\$9.86	\$8.69	\$ 15,305.51	\$ 183,666.11
Calendar Year 2023	12	\$10.14	\$8.96	\$ 15,764.67	\$ 189,176.09
Calendar Year 2024	12	\$10.46	\$9.22	\$ 16,237.61	\$ 194,851.38
Calendar Year 2025	12	\$10.77	\$9.50	\$ 16,724.74	\$ 200,696.92
Calendar Year 2026	12	\$11.09	\$9.79	\$ 17,226.49	\$ 206,717.83
Calendar Year 2027	12	\$11.42	\$10.08	\$ 17,743.28	\$ 212,919.36
Calendar Year 2028	12	\$11.77	\$10.38	\$ 18,275.58	\$ 219,306.96

Following Tenant's occupancy of the 4th and 5th floor Premises, Landlord and Tenant shall execute an amendment to the Lease indicating a consolidated rental schedule and termination fee schedule for the Premises and Expansion Premises.

6. Expansion Premises Tenant Improvements. All tenant improvements for the Expansion Premises (the "Expansion Premise Tenant Improvements") shall be constructed in accordance with Exhibit B of the Lease and shall have the same terms, conditions and definitions defined therein, except that the Tenant Improvement Allowance for improvements within Expansion Premises shall be Twenty Dollars (\$20.00) per rentable square foot which equals One Hundred Ninety Eight Thousand Forty and 00/100 Dollars (\$198,040.00) and Tenant's Space Plans for the Expansion Premises shall be those attached hereto as Exhibit B.
7. Termination Fee. For purposes of Tenant's right to terminate the Lease pursuant to Section 2 of the Lease, the Demised Premises shall include the Expansion Premises, except that the Termination Fee as defined in Exhibit C of the Lease shall include the amounts defined therein plus the following:

Period of Termination Event	Expansion Premises Termination Fee
Calendar Year 2017	\$ 388,057.10
Calendar Year 2018	\$ 365,114.40
Calendar Year 2019	\$ 340,267.47
Calendar Year 2020	\$ 311,017.47
Calendar Year 2021	\$ 284,215.59
Calendar Year 2022	\$ 252,654.10
Calendar Year 2023	\$ 218,473.02
Calendar Year 2024	\$ 181,454.93
Calendar Year 2025	\$ 141,364.36
Calendar Year 2026	\$ 97,946.28
Calendar Year 2027	\$ 50,924.53

The aforementioned Termination Fee amounts are based on a 3/1/2017 Expansion Commencement Date. If the Expansion Premises Commencement Date is altered, then the Expansion Premises Termination Fee amounts will be adjusted accordingly.

8. Common Conference Facility. Subject to space availability within the Building, Landlord shall provide for Tenant's use in common with other tenants of the Building a common area conference room to accommodate a maximum of 25 people. Tenant shall have use of the common area conference room free of charge and on a first-come-first-served basis.
9. Brokerage Disclosures. Landlord and Tenant acknowledge that that Dudley Thomas Spade SRE, LLC has acted as agent on Tenant's behalf for the expansion of the Lease pursuant to this Amendment and shall be paid a commission by Landlord per the terms of a separate agreement between agent and Landlord. Landlord and Tenant acknowledge that that Joel & Granot Real Estate, LLC has acted as agent on Landlord's behalf for the expansion of the Lease pursuant to this Amendment and shall be paid a commission by Landlord per the terms of a separate agreement between agent and Landlord.
10. Binding Effect. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Time is of the essence of all of the terms of this Amendment.
11. Continued Validity. Except as hereinabove provided, all other terms and conditions of the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by Landlord and Tenant. Should the terms and conditions of this Amendment conflict with the original Lease, then this Amendment shall govern, notwithstanding the terms and conditions of the original Lease.
12. Modifications. This Amendment may not be changed, modified, discharged or terminated in any manner other than by an agreement in writing signed by Landlord and Tenant or their respective successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed under seal as of the date and year first above written.

LANDLORD:


TEN PARK PLACE PARTNERS, LLC, a Georgia limited liability company

By: [Signature]
Name: Alan Sal
Title: Managing Partner

TENANT:

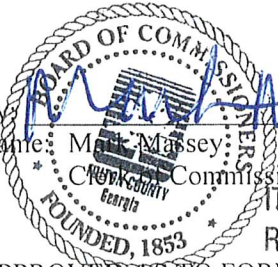
FULTON COUNTY GEORGIA, a political subdivision of the State of Georgia

By: [Signature]
Name: John H. Massey, Chairman
Fulton County Board of Commissioners

The seal of the Fulton County Board of Commissioners is circular. It features a central image of a building, likely the county courthouse. The words "BOARD OF COMMISSIONERS" are written in a circle around the central image. Below the central image, it says "FULTON COUNTY, GEORGIA" and "FOUNDED, 1853".

ATTEST:

By: [Signature]
Name: Mark Massey
County Commissioner

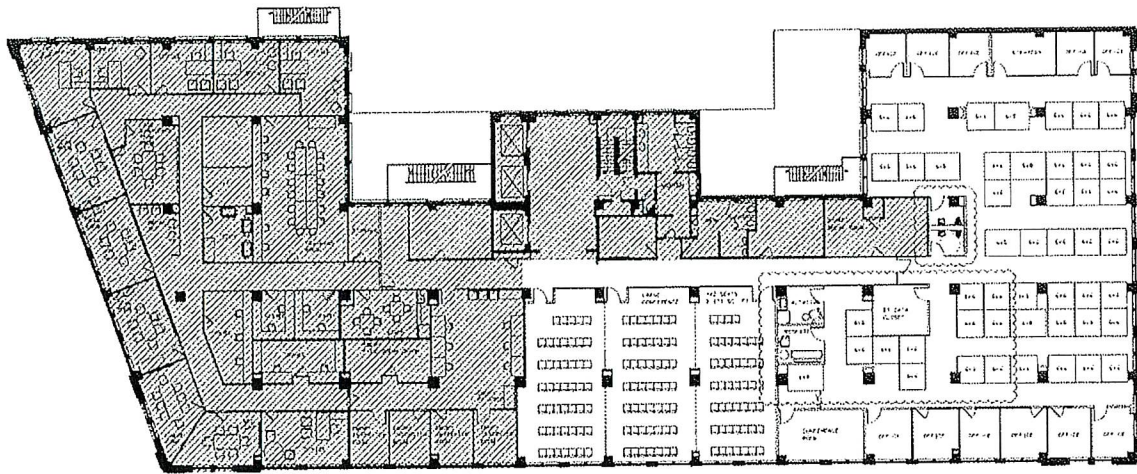
The seal of the Fulton County Board of Commissioners is circular. It features a central image of a building, likely the county courthouse. The words "BOARD OF COMMISSIONERS" are written in a circle around the central image. Below the central image, it says "FULTON COUNTY, GEORGIA" and "FOUNDED, 1853".

ITEM # 16-0964 RCS 10/19/2016
RECESS MEETING
APPROVED AS TO FORM
This 25th day of October, 2016

[Signature]
Office of Fulton County Attorney

EXHIBIT A

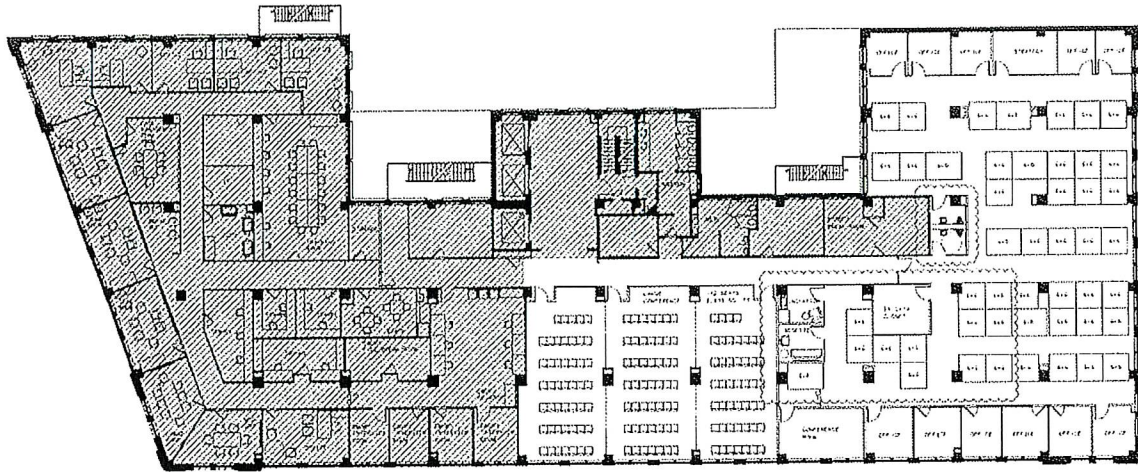
Expansion Premises



Expansion Premises is the unshaded portion of the above.

EXHIBIT B

Tenant Space Plans



Expansion Premises shall generally be built out in the manner above

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this 30th day June, 2016 by and between Ten Park Place Partners, LLC, a Georgia limited liability company, (hereinafter "Landlord") and Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter "Tenant").

WITNESSETH:

1. Description of the Premises.

Landlord, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby rent and lease unto Tenant and Tenant does hereby rent and lease from Landlord, that certain real property consisting of approximately 37,980 square feet and located at 10 Park Place South, Atlanta, Georgia on the entire fourth (4th) floor, presently known as Suite Number 400 thereof, and the entire fifth (5th) floor, presently known as Suite Number 500 (collectively the "Leased Premises" or "Demised Premises") and as more particularly described in **Exhibit "A"** and depicted on the site plan attached hereto as **Exhibit "F"**. **The Leased Premises are located in that certain building located at 10 Park Place South, Atlanta, Georgia (the "Building").**

2. Term: Options to Extend and Terminate.

(a) The "Commencement Date" of this Agreement shall be October 1, 2016 or the date of Substantial Completion of the Demised Premises pursuant to **Exhibit "B"** to this Agreement, whichever is later

(b) Pursuant to O.C.G.A §36-60-13, the "Primary Term" of Agreement shall be for the period beginning on the Commencement Date and ending at 11:59 p.m. on the 31st day of December, 2016. Agreement shall automatically renew for up to twelve (12) additional consecutive one-year terms for calendar years January through December (each a "Primary Option Term"), in accordance with the terms hereafter set forth.

(c) Pursuant to O.C.G.A §36-60-13, should Termination Events (as hereinafter defined) occur, this Agreement shall terminate absolutely and without further obligation on the part of the Tenant at the close of the calendar year in which Termination Events occur. "Termination Events" shall be defined as the occurrence of ALL of the following:

- i. the Fulton County Board of Commissioners fail to appropriate funds for this Agreement;
- ii. Tenant provides Landlord written notice that it intends to terminate the Lease Agreement prior to August 31 of such year; and
- iii. Tenant pays Termination Fee (as hereinafter defined in Amortization Schedule attached as **Exhibit "C"**) to Landlord in good funds within 60 days of written notice to cancel.

(d) Pursuant to O.C.G.A §36-60-13, the total financial obligation of the Tenant for the Primary Term shall consist of the Rent due during the calendar year, Tenant's Additional Rental due during the calendar year, plus any unamortized amount due pursuant to the Amortization Schedule attached as **Exhibit "C"**. The total financial obligation of the Tenant for any subsequent Renewal Year Options or Escalator Year Options (both as hereinafter defined) shall consist of the Rent due during the calendar year ending December 31st, Tenant's Additional Rental due during the calendar year, plus any unamortized amount due pursuant to the Amortization Schedule attached as **Exhibit "C"**.

(e) Pursuant to O.C.G.A §36-60-13, in no event shall this agreement continue beyond December 31, 2038, unless extended by mutual written agreement of both parties.

(f) Pursuant to O.C.G.A. §36-60-13 provided this Lease is in full force and effect at the expiration of the last Primary Option Term and Termination Events have not occurred, and subject to Landlord's right to terminate this Lease set forth in Exhibit "G", unless Tenant provides Landlord with written notice of termination prior to August 31, 2028, this Agreement shall automatically renew (the "Secondary Term") for a twelve (12) month term, ending absolutely on December 31st of 2029 unless automatically renewed for four (4) consecutive twelve (12) month terms (each a "Secondary Option Term"). At the expiration of the last Secondary Option Term and subject to Landlord's right to terminate this Lease set forth in Exhibit "G", unless Tenant provides Landlord with written notice of termination prior to August 31, 2033, this Agreement shall automatically renew (the "Tertiary Term") for a twelve (12) month term, ending absolutely on December 31st of 2034 unless automatically renewed for four (4) consecutive twelve (12) month terms (each a "Tertiary Option Term"). Collectively, the Secondary Term and the Tertiary Term shall be the "Renewal Year Options" and the Secondary Option Term and Tertiary Option Term shall be the "Escalator Year Options". Renewal Year Options and Escalator Year Options shall be on the same terms, covenants and conditions as herein set forth. The annual Base Rent during the Renewal Year Options shall be the then "Market Rent" for comparable space in the area as reasonably determined by Landlord by taking into account exclusively the following: (i) the aggregate number of square feet leased by Tenant in the Building; (ii) a five year term; (iii) the condition of the space in question; (iv) any increases or decreases in rental rates over the Term that are then being included in comparable leases, including adjustments made annually, or on some other periodic basis, or based on changes in consumer price, cost of living, or similar indexes or periodic market adjustments; (v) any tenant concessions then being included (or not included) in comparable leases or the renewal in question; (vi) the location and quality of the buildings; (vii) the credit standing of Tenant; (viii) differences in building rules and regulations between the Building and such Comparable Buildings, (ix) the amortization as set forth on Exhibit "C" attached hereto, and (x) an escalation rate of 3% (the "Escalator"). The annual Base Rent during the Escalator Year Options shall be the previous calendar year's "Market Rent" multiplied by one plus Escalator (as in, if the previous calendar year's rent was \$20.80, then the rent for the current calendar year would be \$21.42). Landlord and Tenant acknowledge that time is of the essence with regard to the Renewal Year Options; provided further, that the Renewal Year Options and Escalator Year Options provided for herein shall be terminated if and when this Lease is terminated

(g) Landlord has certain rights to terminate this Lease as set forth on Exhibit "G" attached hereto.

3. Rent; Advance Rent; Security Deposit.

(a) Tenant shall pay monthly installments of Monthly Rent (as hereinafter defined) together with "Tenant's Forecast Additional Rental" (as hereinafter defined) in advance of or on the first day of each calendar month during the Rental Period, without demand, deductions or set off, in the following amounts, and otherwise in the manner set forth in this Agreement. For the purposes of accounting, Rental PSF and Operating Expenses PSF have been split out, below:

Rental Period	Number of Months	Rental PSF	Operating Expenses PSF	Monthly Rent	Total Rental Period
*Commencement Date - December 31, 2016	3	\$0.00	\$7.50	\$0.00	\$0.00
January 1, 2017 - March 31, 2017	3	\$0.00	\$7.50	\$0.00	\$0.00
April 1, 2017 - December 31, 2017	9	\$8.58	\$7.50	\$50,893.20	\$458,038.80
Calendar Year 2018	12	\$9.19	\$7.73	\$53,533.28	\$642,399.42
Calendar Year 2019	12	\$9.29	\$7.96	\$54,603.95	\$655,247.41
Calendar Year 2020	12	\$9.40	\$8.20	\$55,696.03	\$668,352.35
Calendar Year 2021	12	\$9.51	\$8.44	\$56,809.95	\$681,719.40

Calendar Year 2022	12	\$9.62	\$8.69	\$57,946.15	\$695,353.79
Calendar Year 2023	12	\$11.41	\$8.96	\$64,478.26	\$773,739.12
Calendar Year 2024	12	\$11.56	\$9.22	\$65,767.83	\$789,213.91
Calendar Year 2025	12	\$11.70	\$9.50	\$67,083.18	\$804,998.19
Calendar Year 2026	12	\$11.83	\$9.79	\$68,424.85	\$821,098.15
Calendar Year 2027	12	\$11.97	\$10.08	\$69,793.34	\$837,520.11
Calendar Year 2028	12	\$12.11	\$10.38	\$71,189.21	\$854,270.51
Total	146				

* If the Commencement Date is after October 1, 2016 then the rental schedule shall be shifted accordingly, subject to Tenant Delay pursuant to Section 2. (a).

All dates and data in this table shall be subject to the Commencement Date as modified by Section 2. (a), above.

Rent Payments should be made to:
Ten Park Place Partners, LLC
962 Howell Mill Road, NW
Atlanta, GA 30318

(b) Security Deposit. none.

4. Condition of the Premises.

(a) Subject to Landlord's completion of the work described in **Exhibit "B"** attached hereto ("Landlord's Work"), Tenant takes and accepts from Landlord the Demised Premises upon the terms and conditions herein contained and in their present "as-is" condition as of the date of this Agreement, and as suited for the use intended by Tenant, to have and to hold the same for the original Term of the Lease.

(b) Landlord agrees to provide Tenant a build out allowance of \$33.00 per square foot in accordance with Exhibit "B" attached hereto. Build-out shall be performed in accordance with the Landlord's Work described in **Exhibit "B"** attached hereto and by this reference made a part hereof.

(c) Tenant is responsible for the installation of all low voltage wiring within the Demised Premises, including without limitation the installation of telephone, data jacks, internet, and fiber optic cabling.

5. Possession.

If Landlord is unable to deliver possession of the Demised Premises on the Commencement Date as referenced in 2(a) Term: Options to Extend and Terminate and further described in **Exhibit "B"** the Tenant's Rental payment shall be abated on a daily basis until possession is granted. Landlord shall not be liable for delays in the delivery of possession to Tenant.

6. Late Payment: Service Charge for Returned Checks.

Rent not paid in full by the tenth (10th) day of the month shall be late. If late payment is made, the payment must include an additional rent amount equal to five percent (5%) of monthly rental payment then due as a late fee and, if applicable, a service charge for any returned check of Twenty-Five (\$25.00) dollars.

7. Use: Quiet Possession.

The Demised Premises shall only be used for office and clinical space for Fulton County Government services. The Demised Premises shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations, including without limitation the rules and regulations attached hereto as Exhibit "E". Tenant shall not use or permit the Demised Premises to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on the Demised Premises which would endanger the health and safety of other Tenants or which otherwise creates a nuisance. So long as the Tenant shall observe and perform the covenants and agreements binding on it hereunder, the Tenant shall at all times during the Lease peacefully and quietly have and enjoy possession of the Demised Premises, subject however to the terms of this Lease.

8. Sublet and Assignment.

Tenant may not sublet the Demised Premises in whole or in part or assign this Agreement without the prior written consent of Landlord, which may not be unreasonably withheld, denied, conditioned or delayed. This Agreement shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Agreement shall create a usufruct only.

9. Intentionally Deleted.

10. Repairs and Maintenance.

(a) Tenant acknowledges that Tenant has inspected the Demised Premises and that it is fit for its stated use. Tenant agrees that no representations regarding the Demised Premises of the condition thereof and no promises to alter, decorate, improve or repair have been made by Landlord or its agents other than as specified elsewhere in this Agreement.

(b) Tenant shall keep all portions of the Demised Premises and all systems and fixtures appurtenant thereto, specifically including, but not limited to the following items which exclusively serve the Demised Premises in good working order and repair, normal wear and tear excepted:

- i. plumbing systems,
- ii. restrooms that are built in the useable square footage of Premises and not the common area restrooms on the floor,
- iii. supplemental air conditioning systems exclusively serving the Demised Premises,
- iv. electrical systems/fixtures,
- v. supplemental power generators, if present within facility.

(c) Landlord shall maintain and keep in good working order and repair as needed the foundation, roof, structural elements, HVAC, fire safety, parking areas, driveways, building exteriors, terraces/patios, common area bathrooms, stairs, exterior windows, building standard lighting, elevators, electrical service to the building, exterior walkways, loading areas, trash and recycling facilities, landscaping and common areas of the Building. Upon receipt of written notice from the Tenant, Landlord shall, so long as such defects are not caused by Tenant, its employees, contractors or visitors, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of the Landlord to maintain in good working order and repair. If Landlord does not promptly perform any maintenance and repair obligations which materially affect Tenant's ability to transact business as set forth herein, Tenant shall have the right to make such repairs and/or replacements upon providing five (5) days prior written notice to Landlord together with delivery to Landlord of an estimate of the cost the repairs to be performed by Tenant; provided in no event shall Tenant have the right to make repairs to the foundation and structural members of the exterior walls. After performing repairs at the Demised Premises, Tenant shall submit an invoice and reasonable supporting documentation for the reasonable costs thereof to Landlord, and Landlord shall pay such invoice within thirty (30) days after receipt of such invoice. In the event Landlord fails to pay such invoice within such thirty (30) day period, Tenant may offset such costs against its future rent payments.

11. Operating Expenses; Utilities; and Expense Stop

(a) During the term of this Lease, Landlord shall be responsible for the costs and expenses associated with the ownership, maintenance, and operation of the Demised Premises, including without limitation the following typical standard office building services:

1. HVAC;
2. Water/Sewer;
3. Electricity;
4. Garbage,
5. CAM,
6. Taxes,
7. Insurance,
8. Janitorial (excluding any medically required janitorial services),
9. Gas,
10. Electrical,
11. Plumbing/Fire, and
12. Management Fee (collectively, the "Operating Expenses")

(b) Tenant shall be responsible for the costs associated with the following services for the Demised Premises:

1. Telephone,
2. Internet, and
3. Security alarms.

(c) For purposes of this Lease, "Tenant's Additional Rental" shall mean for each calendar year (or portion thereof) the amount of utilities that Tenant is using above the proportionate share per rentable square foot of other office tenants in the Building. Any costs associated with monitoring or metering Tenant's Additional Rental shall be a Landlord cost.

(d) If Landlord charges Tenant any Tenant's Additional Rental for Operating Expenses, then within one hundred fifty (150) days after the end of the calendar year in which the Commencement Date occurs and of each calendar year thereafter during the Lease Term, Landlord shall provide Tenant a statement showing the Operating Expenses for said calendar year, and a statement comparing Tenant's Additional Rental with the other tenant's proportionate share in the Building. If the statement shows that the charge of Tenant's Additional Rental exceeds other tenant's proportionate share for said calendar year, Tenant shall pay Landlord, within thirty (30) days of receipt of the statement, an amount equal to such difference. The provisions of this Lease concerning the payment of Tenant's Additional Rental shall survive the expiration or earlier termination of this Lease. Landlord acknowledges that Tenant is bound by the Health Insurance Portability and Accountability Act or HIPAA compliance regulations and will use its best efforts to abide by Tenant's reasonable instructions to protect the privacy of Tenant's patients' records with regard to access to the Premises.

12. Right of Access: Signage.

(a) Landlord and Landlord's agents shall have the right of access to the Demised Premises for inspection, repairs and maintenance during reasonable hours with prior and reasonable notice. In the case of emergency, Landlord may enter at any time the Demised Premises to protect life and prevent damage to the Demised Premises. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the exterior of the Demised Premises, and may show the Demised Premises to prospective tenants or purchasers during reasonable hours, provided that the Landlord provides Tenant two (2) business days' advance notice that the property will be shown. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Demised Premises to prospective Tenants.

(b) Without Landlord's prior written permission, Tenant shall not place any sign advertising

matter, or any other things of any kind on any part of the outside walls or roof of the Demised Premises or on any part of the Interior of the Demised Premises that is visible from the exterior of the Demised Premises. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind as of the Termination Date of this Agreement.

13. Property Loss.

Storage of personal property shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damages to Tenant's property, unless such damage is caused by the gross negligence or willful misconduct of Landlord or its agents, employees, or representatives.

14. Default.

(a) If Tenant defaults under any term, condition or provision of this Agreement, including, but not limited to, failure to pay rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide written notice of default to Tenant. After receiving such notice of default from Landlord, Tenant shall have fifteen (15) days to cure any monetary default and thirty (30) days to cure any non-monetary default unless such non-monetary default cannot reasonably be cured in thirty (30) days. If such non-monetary default cannot be cured within thirty (30) days, then Tenant shall be required to commence curing the default within thirty (30) days. In the event that Tenant does not cure the default within the specified period (or as to non-monetary default, within sixty (60) days of commencement of Tenant's efforts to cure such default) then Landlord shall have the right to terminate this Agreement by giving written notice to Tenant and accelerate all remaining payments that Tenant is required to pay under this Agreement.

(b) If Tenant violates any of the equitably enforced Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, conditions or provisions of this Agreement, each and any such breach, following notice from Landlord and a reasonable period to cure such breach, shall constitute a default under this Agreement. If any such default continues for ten (10) calendar days after Landlord's reasonably provided period to cure said default, Landlord may, at his option, terminate this Agreement by delivering written notice thereof to Tenant and pursue all rights and remedies described herein or available at law or equity.

(c) All rights and remedies available to Landlord by law or in this Agreement shall be cumulative and concurrent. Any failure of either party to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or the other party's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by such party for any such violation. No provision, covenant or condition of this Agreement may be waived by Tenant or Landlord unless such waiver is in writing and signed by such party.

(d) If Landlord defaults under any term, condition or provision of this Agreement, Tenant shall provide written notice of default to Landlord. After receiving such written notice of default from Tenant, Landlord shall have fifteen (15) days to cure any monetary default and thirty (30) days to cure any non-monetary default unless such non-monetary default cannot reasonably be cured in thirty (30) days. If such non-monetary default cannot be cured within thirty (30) days, then Landlord shall be required to commence curing the default within fifteen (15) days. In the event that Landlord does not cure the default within the specified period (or as to non-monetary default, within sixty (60) days of commencement of Landlord's efforts to cure such default) then Tenant shall have all rights and remedies available at law or in equity.

15. Rules and Regulations.

(a) No goods or materials of any kind or description which are combustible or would increase

fire risk shall be kept in or placed on the Demised Premises (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).

(b) Tenant shall not place any objects or personal property on the Demised Premises in a manner that is inconsistent with the structural limits of the Demised Premises. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in the Demised Premises.

(c) Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts which will increase the amount of electricity ordinarily furnished for use of the Demised Premises as general office space or which require clean circuits or other distribution circuits.

(d) Landlord may establish additional mutually agreed upon, equitably enforced and reasonable rules and regulations concerning the maintenance, use and operation of the Demised Premises. Amendments and additions to the rules and regulations shall be effective upon written notice thereof to Tenant, and Tenant's consent thereof.

16. Personal Property following Termination.

Landlord shall have the right to store or dispose of any of Tenant's personal property remaining on the Demised Premises thirty days (30) after the expiration or earlier termination of this Agreement. Any such personal property shall become Landlord's personal property except for medical records, which, regardless of the cause for such abandonment or disposal, shall remain property of Tenant and shall be delivered to Tenant at Tenant's cost.

17. Subordination: Estoppel Certificate.

(a) So long as any future party agrees to execute a non-disturbance agreement acceptable to and to the benefit of Tenant, this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any mortgage, deed to secure debt, deed of trust, ground lease or other instrument in the nature thereof (herein called "Security Deed") which may now or hereafter affect Landlord's fee title to the Demised Premises; provided, however, that if the holder of any Security Deed elects to have this Lease prior to the lien of such holder's Security Deed, and gives written notice thereof to Tenant, this Lease shall be deemed prior to such Security Deed. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents, including the Subordination, Non-Disturbance and Attornment Agreement substantially in the form attached hereto as **Exhibit "D"** which may be required by the holder of a Security Deed for the purpose of subjecting and subordinating this Lease to the lien of any such Security Deed. If the holder of any such Security Deed shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, Tenant shall, at the request of such holder, attorn to and recognize such successor as Tenant's Landlord under this Lease in exchange for the holder of any Security Deed affecting the Demised Premises executing a non-disturbance agreement in favor of and acceptable to Tenant.

(b) Tenant shall from time to time upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten (10) business days of each such request, a certificate certifying (a) that this Agreement is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof; the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagees or grantees of any deed to secure debt may rely on such certificates.

(c) All parties agree that such documentation required for this Section 17 may be executed by Tenant's then current *Director of Real Estate and Asset Management* or *Land Administrator*.

18. Alteration and Improvements.

Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to the Demised Premises other than those contemplated in Paragraph 5(b) of this Agreement without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All costs of any such alteration, addition or improvement shall be borne by Tenant, unless otherwise agreed in writing. All alterations, additions, and improvements approved by Landlord shall be installed by Tenant in compliance with all laws, orders, and regulations of any applicable governing body, and Tenant shall furnish to Landlord within thirty (30) days from completion a complete set of as-built plans showing all such alterations. The terms of *this* Paragraph shall have no impact on any alterations or improvements to be performed prior to the Commencement Date and pursuant to Paragraph 4(b) of this Agreement.

Landlord recognizes that Tenant will house medications specific to Tenant's required use of the facility and will make reasonable accommodation, at Tenant's expense, for the refrigeration of such medication within the Premises. Such accommodation may include small power generation or upgraded utility service. No part of Landlord's accommodation pursuant to this paragraph shall require Landlord to pay for additional service or improvements to Premises beyond what is otherwise required herein.

19. Destruction of The Demised Premises.

(a) If earthquake, fire, storm, biohazard or other casualty shall totally destroy (or so substantially damage as to be untenable, i.e. unusable by tenant) the Demised Premises, Rent and Tenant's Additional Rental to include unamortized build out costs shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of the Demised Premises to a tenantable condition. Upon mutual agreement of both parties, if restoration cannot be completed within one hundred eighty (180) days following such destruction, the parties may terminate this Agreement, whereupon Rent and all other obligations to include but not limited to the unamortized build out costs and tenant's contribution for build out hereunder shall be equitably abated between the parties as of the date of such destruction. In the event both parties elect to complete such restoration, but fails to do so within one hundred eighty (180) days following such destruction, this Agreement may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said one hundred eighty (180) day period. If such notice is not given, then this Agreement shall remain in full force and Rent and Tenant's Additional Rental shall commence upon delivery of the Demised Premises to Tenant in a tenantable condition.

(b) If the Demised Premises are damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, Rent and Tenant's Additional Rental shall abate in such proportion as the Demised Premises has been damaged and Landlord shall restore the Demised Premises as reasonably quickly as practicable, whereupon full Rent and Tenant's Additional Rental shall commence.

(c) Notwithstanding anything to the contrary contained in this Section 19, if (i) the Demised Premises are more than 50% damaged or destroyed, in Landlord's reasonable judgment, or (ii) the Demised Premises are damaged or destroyed during the last twelve (12) months of the term of this Lease, or (iii) the holder of a Security Deed does not make available insurance proceeds for rebuilding or repair, then and in any such events, Landlord may at its option terminate this Lease by delivering notice in writing to Tenant within sixty (60) days after the day of such occurrence.

(d) Rent shall not abate nor shall Tenant be entitled to terminate this Agreement if the damage or destruction of the Demised Premises, whether total or partial, is the result of the negligence of Tenant, its contractors, employees, or agents. In the event that this Agreement is terminated pursuant to this Section 19 due to destruction that is not the result of the negligence of Tenant, its contractors, employees, or agents, Tenant shall not be responsible for payment of the Unamortized Amount or any portion thereof.

(e) Landlord shall not be required to repair any injury or damage or to make any repairs or

replacements of any improvements installed in the Premises by or for Tenant. Tenant shall, at Tenant's sole cost and expense, repair, replace and restore all of Tenant's personalty, trade fixtures, equipment and fixtures, and all alterations, additions and/or improvements other than the repairs required of Landlord under this Lease.

20. Insurance.

Tenant agrees that during the term of this Agreement, Tenant will carry and maintain, at its sole cost the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(a) General Commercial Liability Insurance (or reasonable equivalent thereto): Such Insurance shall cover the Demised Premises and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Demised Premises. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not to exceed One Million Dollars (\$1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to the liability of Tenant arising out of any indemnities provided for in this Agreement. Tenant shall retain the right to self-insure.

(b) Fire and Extended Coverage Insurance (or reasonable equivalent thereto): Such insurance shall cover Tenant's interest in its improvements to the Demised Premises, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than 100 percent (100%) of full replacement cost as updated from time to time during the term of this Agreement. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on the Demised Premises from fire, accident, or any other casualty. Tenant shall retain the right to self-insure.

(c) Workers' Compensation Insurance (or reasonable, equivalent thereto): Tenant self-insures for workers' compensation.

(d) Contractors Insurance (or reasonable equivalent thereto): If Tenant engages any contractor or subcontractor to construct Improvements or perform any other work on the Demised Premises, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including, personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractor's protective liability coverage, insuring against any and all liability for injury to or death of person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury shall be in such amounts as Landlord may from time to time reasonably require, but in any event not to exceed One Million Dollars (\$1,000,000.00) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than Bt. Such policies shall be non-cancelable and may not be materially altered except after thirty (30) day notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon the Demised Premises for the installation of its equipment or improvements, or (b) the Commencement Date of *this* Agreement. Certificates of renewal of such insurance or copies of any replacement insurance policies shall be delivered to Landlord at least ten days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to the Demised Premises issued by the Board of Fire Underwriters or by anybody hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about the Demised Premises that might adversely affect, contravene, or impair any policies of insurance that are in force for the Demised Premises or any part thereof.

(e) Landlord shall waive all rights of recovery and all causes of action against Tenant for any loss occurring to the Demised Premises resulting from any of the perils insured against under such policy or policies of insurance carried by Landlord regardless of cause, including the negligence of Tenant, but only to the extent of any recovery received by Landlord under such policy or policies of insurance, and Landlord will cause these policies of insurance to include an endorsement to that effect. Conversely, Tenant shall waive all rights of recovery and all causes of action against Landlord regardless of cause, including the negligence of Landlord, to the extent of any recovery received under such policy or policies of insurance carried by Tenant, and Tenant will also cause these policies of insurance to include an endorsement to that effect.

21. Taxes.

(a) Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in the Demised Premises.

(b) Subject to Section 11 herein, Landlord shall be responsible for the payment of property taxes with respect to the Building and any other taxes which are levied after Commencement Date as a replacement for taxes that the Landlord is required to pay at the time of Commencement Date.

22. Condemnation.

If all or any part of the Demised Premises are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of the Demised Premises is thereby rendered untenable or unusable for the purposes herein stated, this Agreement shall terminate when the condemning authority takes possession, and any Rent or Tenant's Additional Rental paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in the Demised Premises, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in Connection with any alteration or Improvement made by Tenant to the Demised Premises; (c) the value of Tenant's personal property taken; (d) Tenant's *loss of business* income; and (e) any other separate claim which Tenant may be permitted to make under applicable law.

23. Disclaimer.

Other than Bryant Cornett at Dudley Thomas Spade SRE, LLC (the "Broker") who represented Tenant in this Agreement, Tenant and Landlord acknowledge that they have not relied upon any advice, representations, or statements of other brokers and waive and shall not assert any claims against brokers involving the same. Tenant and Landlord agree that Broker shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of property; the condition of the Demised Premises, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repair to the Demised Premises; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; time, availability and cost of utilities or community amenities; the appraised or future value of the Demised Premises; any condition(s) existing off the Demised Premises which may affect the Demised Premises; the terms, conditions and availability of financing; and the uses and zoning of the Demised Premises whether permitted or proposed. Tenant acknowledges that any such Broker is not an expert with respect to the above matters and that if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Demised Premises and that such tasks clearly fall outside the scope of real estate brokerage services.

24. Other Provisions.

- (a) Time of the essence in this Agreement.
- (b) No Waiver. Any failure of Landlord or Tenant to insist upon the strict and prompt performance of any covenants or conditions of this Agreement or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of that party's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by that party for any such violation. No provision, covenant or condition of this Agreement may be waived by Landlord or Tenant unless such waiver is in writing and signed by Landlord or Tenant, respectfully.
- (c) No Third-Party Beneficiaries. This Agreement is made between and limited to Landlord and Tenant, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

26. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

27. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Each party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, have been made to induce the execution of this Lease by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

28. Modification.

Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

29. Severability of Provisions.

If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

30. Voluntary Agreement.

The parties hereto warrant that they have fully read and understood this Agreement before signing, and that they act voluntarily and without compulsion, duress or undue influence of any sort in the execution and performance hereof.

31. Governing Law; Venue.

THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED UNDER AND ACCORDING TO THE LAWS OF THE STATE OF GEORGIA. THE PARTIES AGREE THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE DEMISED PREMISES SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF FULTON, STATE OF GEORGIA, AND THE PARTIES FURTHER AGREE TO SUBMIT, AND DO HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE SAID COURTS OF THE COUNTY OF FULTON, STATE OF GEORGIA.

32. Survival.

All terms, conditions, covenants, representations, and warranties contained in this Agreement or any certificate or other writing delivered pursuant hereto or in connection herewith, shall survive the expiration or termination of this Agreement for six (6) months, and no part of this Agreement shall be deemed merged with any document or instrument executed in connection herewith.

33. Successors Bound.

This Agreement and each and every provision hereof, shall be binding upon and shall inure to the benefit of Tenant and Landlord, their respective successors, successors-in-title, legal representatives and assigns.

34. Intentionally Deleted.

35. No Recordation.

Tenant shall not record this Agreement nor any short form memorandum thereof without Landlord's prior written consent. Landlord acknowledges that Tenant is a public entity subject to state laws regarding inspection of public documents. O.C.G.A. § 50-18-70 et seq.

36. Notices.

- (a) All Notices must be in writing. All notices, including, but not limited to offers, counteroffers, acceptances, amendments, notice to terminate and demands, required or permitted hereunder shall be in writing signed by the party giving the notice and delivered either (i) in person; (ii) by an overnight delivery service prepaid; or (iii) by the United States Postal Service, postage prepaid, registered or certified return receipt requested.
- (b) Where notices should be sent. All notices to Tenant or Landlord shall be sent to the following, or such other addresses as may be specified by one party in a notice to the other party:

LANDLORD ADDRESS:

Ten Park Place Partners, LLC
962 Howell Mill Road, NW
Atlanta, GA 30318

TENANT ADDRESS:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street

Suite 6001
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: County Attorney
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: County Manager
141 Pryor Street
10th Floor
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: Health Department
10 Park Place South
Suite 400
Atlanta, Georgia 30303

37. Miscellaneous.

Except as may be provided below, notices shall be deemed to be given as of the date and time they are received. The notice requirements referenced herein shall be strictly construed.

The parties agree that the individuals executing this Agreement have been duly authorized by their respective parties and have the authority to bind their respective parties.

38. Exhibits.

All exhibits attached hereto, listed below or referenced herein are made a part of this Agreement. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control.

39. Submission of this Agreement.

The submission of this Agreement to Tenant or to Landlord shall not be construed as an offer, and neither Tenant nor Landlord shall have any rights under this Agreement unless both parties execute originals of this Agreement and deliver the same to the other party.

40. Exculpation of Landlord.

The obligations contained in this Lease to be performed by Landlord shall be binding on Landlord and its successors and assigns, only during their respective periods of ownership. Tenant further agrees that Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's equity interest in the Demised Premises, and Tenant shall look solely to such interest for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord based on any Default under this Lease, and no other property or assets of Landlord, its affiliates, successors, partners, shareholders, subsidiaries, or assigns, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any such claim, judgment, injunction or decree.

41. Holdover.

If Tenant remains in possession of the Demised Premises after expiration of the term hereof, without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at sufferance at a rental equal to one hundred and fifty (150%) of the Rent rate in effect at end of Lease; and there shall be no renewal of this Lease by operation of law. However, notwithstanding the previous, if Tenant is actively negotiating with Landlord, then rents for the first two months of the tenant at sufferance period shall be equal to the Rent rate in effect at the end of Lease and beginning in the third month after the tenant at sufferance period, rent shall increase to one hundred twenty five percent (150%) of the Rent rate then in effect.

42. Environmental Matters.

The term "Hazardous Substances" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the Demised Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities that are consistent with Tenant's permitted uses hereunder (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been expressly approved in advance in writing by Landlord; (ii) the Demised Premises will not be used in any manner for the storage of any Hazardous Substances except for the storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") and expressly approved in advance in writing by Landlord, provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and in quantities that do not exceed the amounts approved in writing by Landlord; no portion of the Demised Premises will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) Tenant will not permit any Hazardous Substances to be brought onto the Demised Premises, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Landlord shall have access to, and a right to perform inspections and tests of, the Demised Premises to determine Tenant's compliance with Environmental Laws, its obligations under this Section 42 or the environmental condition of the Demised Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant. Tenant shall promptly notify Landlord of any communication or report that Tenant makes to any governmental authority regarding any possible violation of Environmental Laws or release or threat of release of any Hazardous Substance onto or from the Demised Premises. Tenant shall, within five (5) days of receipt thereof, provide Landlord with a copy of any documents or correspondence received from any governmental agency or other party relating to a possible violation of Environmental Laws or claim or liability associated with the release or threat of release of any Hazardous Substance onto or from the Demised Premises. In addition to all other rights and remedies available to Landlord under this Lease or otherwise, Landlord may, in the event of a breach of the requirements of this Section 43 that is not cured within thirty (30) days following notice of such breach by Landlord, require Tenant to provide financial assurance (such as insurance, escrow of funds or third party guarantee) in an amount and form satisfactory to Landlord. The requirements of this Section 43 are in addition to and not in lieu of any other provision in the Lease or any other rights or remedies at law or in equity.

/SIGNATURES ON FOLLOWING PAGE/

IN WITNESS WHEREOF, the duly authorized officers of Landlord and Tenant have signed and sealed this Agreement as of the day and year first set forth above.

EXECUTED BY TENANT, this _____ day of _____, 2016.

FULTON COUNTY,
a political subdivision of the State of Georgia

By: [Signature]
Name John H. Eaves, Chairman
Title: Fulton County Board of Commissioners

ATTEST:

By: [Signature]
Name: Mark Massey
Title: Clerk of Commission



APPROVED AS TO FORM FOR FULTON COUNTY
This 17th day of June, 2016

By: County Attorney
Name: Tammy Brandon
Title: _____

EXECUTED BY LANDLORD, this 30th day of June, 2016.

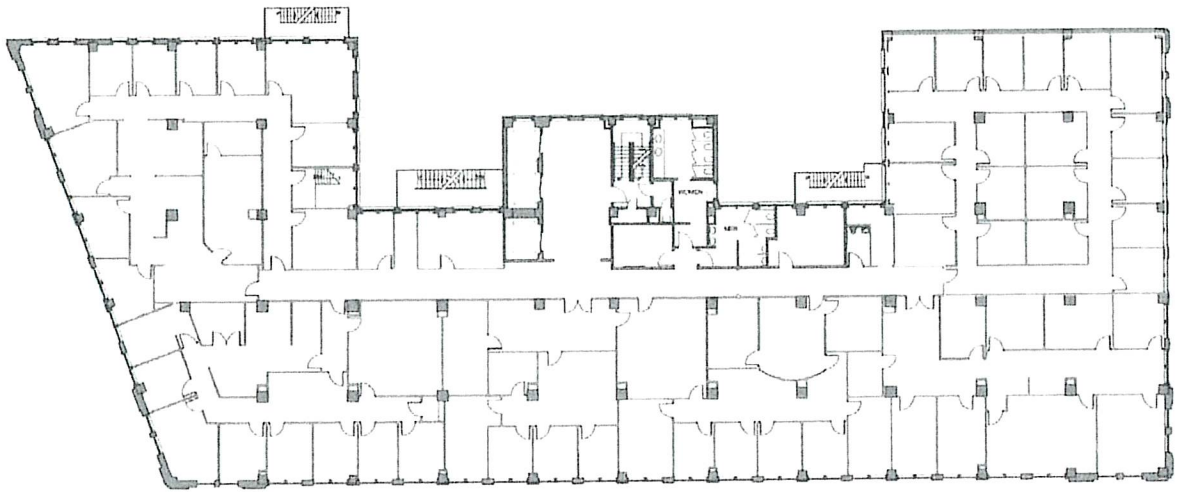
TEN PARK PLACE PARTNERS, LLC
a Georgia limited liability company

By: [Signature]
Name: Alan Joel
Title: Manager

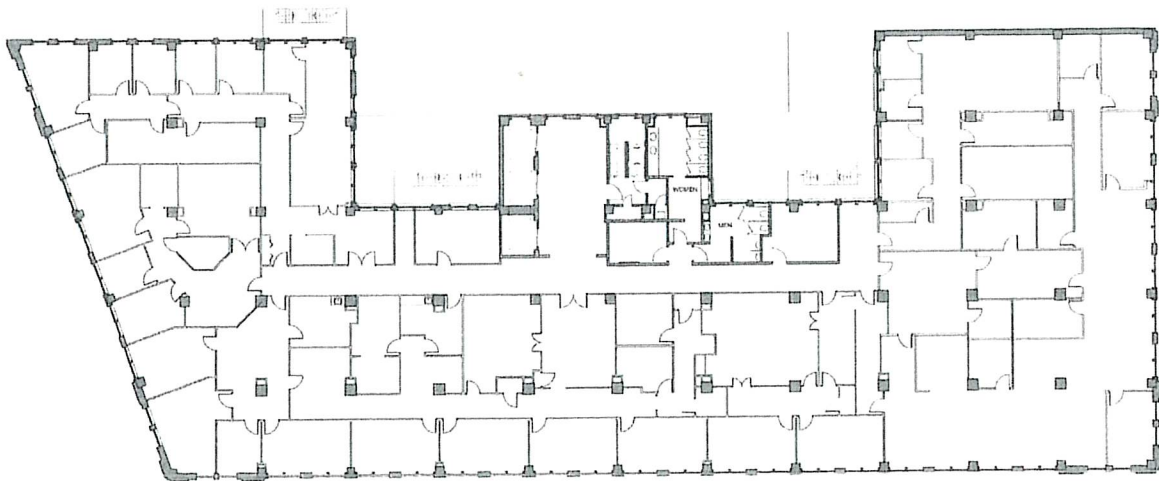
ITEM # 16-0506 RCS 6/15/16
RECESS MEETING

EXHIBIT "A"

Description/Depiction of the Demised Premises



4th Floor



5th Floor

EXHIBIT "B"

Tenant Improvements

ARTICLE I. DEFINITIONS

The following terms shall have the meanings described below. Terms not defined herein shall have the meaning given in the Lease:

Architect shall be selected by Tenant and Landlord.

Base Building Improvements shall mean Building Standard improvements to be constructed or installed in the Building.

Building Plans and Specifications shall mean the final drawings and specifications for Base Building Improvements which shall be mutually agreed upon by Tenant and Landlord as set forth herein.

Building Standard Materials shall mean such materials described in the Building Plans and Specifications, or materials of comparable quality substituted therefor by Landlord.

Contractor shall mean the party selected in accordance with Article 5 herein to do the Tenant Improvements.

Change Order shall mean any alteration, substitution, addition or change to or in the Tenant Space Plans or Tenant Improvement Construction Documents requested by Tenant after the same have been consented to by Landlord.

Completion Date shall mean the date of Substantial Completion of Tenant Improvements under the Tenant Improvement Construction Documents (except Punch List Items) and receipt of a certificate of occupancy.

Construction Contract shall mean the agreement to be entered between Landlord and Contractor for the construction of the Tenant Improvements.

Construction Management Fee shall mean the lesser of three percent (3%) of the total cost of the Tenant Improvements or Thirty Thousand Dollars (\$30,000), payable to Landlord's Construction Manager.

Construction Manager shall mean the person designated by Landlord to manage the construction of the Tenant Improvements.

Design Allowance shall be the cost to design and plans for the Tenant Improvements.

Punch List Items shall mean those items not completed in the Premises at the time of the Substantial Completion, as identified in a written list, which do not substantially interfere with Tenant's use or enjoyment of the Premises.

Substantial Completion, Substantially Complete, or Substantially Completed shall be as described in Section 3.04 hereof and include receipt of a certificate of occupancy or temporary certificate of occupancy.

Tenant's Costs shall mean the aggregate of all costs and expenses of constructing the Tenant Improvements that are in excess of the Tenant Improvement Allowance and all costs and expenses related to the design (including any revision and redesign costs) of the Tenant Improvements.

Tenant Delay or Tenant Delays shall mean those delays described in Section 3.03.

Tenant Improvements shall mean all improvements constructed or installed in or on the Premises in accordance with the Tenant Improvement Construction Documents.

Tenant Improvement Allowance shall mean One Million Two Hundred Fifty-Three Thousand Three Hundred Forty Dollars (\$1,253,340)

Tenant Improvement Costs shall mean the aggregate cost for the Tenant Improvements, approved by Tenant in accordance with Section 3.01 hereof, together with the cost of any Change Orders as provided in Section 3.05 hereof.

Tenant Improvement Construction Documents shall mean the working drawings, specifications and finish schedules for the Tenant Improvements prepared by Architect and consented to by Tenant in accordance herewith.

Tenant Space Plans shall mean the schematic presentation of the Premises consented to by Tenant and attached as **Exhibit "B-1"** to this Amendment.

Tenant's Work shall mean all work in or about the Premises not within the scope of the work necessary to construct the Tenant Improvements, such as (by way of illustration and not limitation) delivering and installing furniture, telephone equipment and wiring and office equipment.

Working Day shall mean the period from 8:00 A.M. until 5:00 P.M. on any Monday through Friday, excluding federal and Georgia state holidays. By way of illustration, any period described in this Work Letter as expiring at the end of the third (3rd) Working Day after receipt of a document, then: (i) if receipt occurs at 8:01 A.M. on Monday, said period shall expire at 5:00 P.M. on the following Thursday; and (ii) if receipt occurs at 4:59 P.M. on Wednesday, the period shall expire at 5:00 P.M. on the following Monday.

ARTICLE 2. TENANT SPACE PLANS AND TENANT
IMPROVEMENT PLANS AND SPECIFICATIONS

Section 2.01 Schedule for Preparation

Landlord and Tenant have approved the Tenant Space Plans attached hereto as Exhibit "B-1" and the depiction of the Tenant Improvements shown thereon, however, Landlord and Tenant will require final approval over finalized plans as set forth below. After the execution of this Agreement by the parties, Landlord shall cause Architect to prepare and deliver to Tenant schematic and Tenant Improvement Construction Documents based on the Tenant Space Plans. The Tenant Improvement Construction Documents for the Tenant Improvements shall be prepared by Architect and consented to by Tenant as provided herein below.

- A. By the end of the sixth (6th) full Working Day after receipt of the Tenant Improvement Construction Documents, Tenant shall review and resubmit the same to Architect, either with Tenant's consent or comments thereto.
- B. By the end of the third (3rd) full Working Day after receipt of Tenant's comments to the Tenant Improvement Construction Documents, Architect and Construction Manager shall resubmit to Tenant the Tenant Improvement Construction Documents with such changes or information as reasonably requested by Tenant.
- C. The process described in Section 2.01(A) and (B) shall continue until Tenant is satisfied that such proposed Tenant Improvement Construction Documents are acceptable, but once Tenant Improvement Construction Documents have been resubmitted to Tenant, Tenant shall confine Tenant's comments thereupon only to changes made by Architect or the changes requested by Tenant to the prior submission of Tenant Improvement Construction Documents, but not made by Landlord's Architect. When Tenant is satisfied that such proposed Tenant Improvement Construction Documents are acceptable, Tenant shall notify Landlord, and the Tenant Improvement Construction Documents consented to by Tenant shall constitute the final Tenant Improvement Construction Documents.
- D. Any approval or consent by Landlord of any items submitted by Tenant to and/or reviewed by Landlord pursuant to this Work Letter shall be deemed to be strictly limited to an acknowledgment of approval or consent by Landlord thereto and shall not imply or be deemed to imply any representation or warranty by Landlord that the design is safe or structurally sound or will comply with any legal or governmental requirements. Any deficiency, mistake or error in design, although the same has the consent or approval of Landlord, shall be the sole responsibility of Tenant, and Tenant shall be liable for all costs and expenses which may be incurred and all delays suffered in connection with or resulting from any such deficiency, mistake or error in design.

ARTICLE 3. CONSTRUCTION OF TENANT IMPROVEMENTS

Section 3.01 Pricing of Tenant Improvements

- A. Within ten (10) Working Days after final approval of the Tenant Improvement Construction Documents, Landlord shall obtain a price proposal for the Tenant Improvements from Contractor. Such price proposal shall be subject to Tenant's review and approval, which approval by Tenant shall not be unreasonably withheld or delayed. Should Tenant desire to seek adjustments to such price proposal, Tenant shall work promptly with Architect, Construction Manager and Contractor to alter the Tenant Improvement Construction Documents to cause the price quotation to be acceptable to Tenant and to establish the Tenant Improvement Costs. Upon determination of the Tenant Improvement Costs and the written approval of the Tenant Improvement Construction Documents by Tenant, Tenant shall have given final approval of the same, and Landlord shall be authorized to proceed with contracting with Contractor for the construction and installation of the Tenant Improvements in accordance with the Tenant Improvement Construction Documents.
- B. Included in the pricing for the Tenant Improvements shall be the cost of those Building Standard Materials that Tenant is obligated to purchase under this Work Letter, which shall be purchased by Tenant in appropriate quantities for the Premises. The cost of such Building Standard Materials shall be charged against the Tenant Improvement Allowance, to the extent available.

Section 3.02 Construction of Tenant Improvements.

Landlord will enter into a Construction Contract with Contractor to construct the Tenant Improvements.

Section 3.03 Tenant Delay

If there is delay in achieving Substantial Completion of Tenant's Improvements as a result of or in connection with:

- A. Tenant's failure to furnish any information or documents in accordance with this Work Letter;
- B. Tenant's request for materials, finishes or installations other than Building Standard Materials, finishes or installations;
- C. Any Change Order, including any change in the Tenant Improvement Construction Documents made pursuant to Section 3.01 hereof and any failure by Tenant to respond to a "Change Order Effect Notice" (as herein defined) within the time period required hereunder;
- D. Tenant's failure to respond within any of the time periods specified herein;

- E. If in the performance or prosecution of Tenant's Work, Tenant's employees or agents interfere with or in any manner hinder Contractor from prosecuting to the fullest extent possible the Tenant Improvements work; or

then such shall be a "Tenant Delay", and for each of such day of Tenant Delay, Landlord shall have an additional day to complete the work required hereunder.

Section 3.04 Completion of Tenant Improvements

- A. The Tenant Improvements shall be deemed "Substantially Completed" and the Commencement Date shall occur once the Tenant Improvements shall have been completed in substantial compliance with the Construction Contract, except for Punch List Items and otherwise sufficient so that Landlord's Architect can execute the most recently published version of AIA form G704, titled "Certificate of Substantial Completion" and provided, to the extent compliance with the conditions set forth above would have occurred earlier but for Tenant Delay, then compliance with such condition shall be deemed to have occurred on the date it would have occurred but for the Tenant Delay.

Section 3.05 Changes in Plans and Specifications

- A. If at any time after the Tenant Improvement Costs are determined, Tenant desires to make Change Orders, Tenant shall submit to Landlord for pricing by Contractor working drawings and specifications for any and all such desired Change Order. Landlord shall respond to Tenant, within five (5) Working Days of such request by Tenant, with an estimate of the effect of such desired Change Order on Tenant Improvement Costs and the schedule of anticipated Substantial Completion (the "Change Order Effect Notice"). Tenant shall have five (5) Working Days to respond to such Change Order Effect Notice, with the authorization required hereunder, although Tenant may, within said five (5) Working Day period, request more time to finally respond to the Change Order Effect Notice. A failure by Tenant to respond to any such Change Order Effect Notice shall be denial of consent, and, upon denial, Contractor shall proceed with its work in accordance with the Tenant Improvement Construction Documents. When the cost and the schedule change, if any, for such Change Order has been approved by Tenant, all references in this Work Letter to the "Tenant Improvement Construction Documents" shall be to the Tenant Improvement Construction Documents, as changed pursuant to this Section 3.05, and all references to "Tenant Improvement Costs" shall include the net aggregate approved cost for the Change Orders determined in this Section 3.05 (after taking into account any increase or decrease in cost affected by such Change Order), except that there may be a fee charged by the Tenant Improvement Contractor for any Change Order which reduces Tenant Improvement Costs.
- B. When the Change Order, the costs therefor and the schedule change associated therewith have been approved and a form evidencing such approval executed by Tenant, satisfactory to Landlord, is delivered to Landlord, Tenant shall have given full

authorization to Landlord to cause Contractor to proceed with the work of constructing the Tenant Improvements in accordance with the Tenant Improvement Construction Documents as so modified; provided that any changes required by Tenant which constitute a material deviation from the previously approved Tenant Improvement Construction Documents shall be effective only after the approval of Landlord, not to be unreasonably withheld or delayed, unless such change would result in a material delay in the completion of the work being done by Contractor.

Section 3.06 General Provisions Applicable to Tenant's Work

- A. Landlord will require a high grade, first-class operation to be conducted in the Premises. Tenant's Work shall be performed in a first-class manner, using new and first-class, quality materials. Tenant's Work shall be constructed and installed in accordance with all applicable laws, ordinances, codes and rules and regulations of governmental authorities. Tenant shall promptly correct any of Tenant's Work which is not in conformance therewith.
- B. Landlord shall use reasonable efforts to give notice to Tenant of the projected date by which Landlord shall have completed Tenant Improvements at least one (1) week prior to said date, so Tenant has access to the Premises for the performance of Tenant's Work. Tenant shall commence the performance of such work and diligently pursue such work to completion. Tenant's contract parties and subcontractors shall be subject to administrative supervisions by Landlord in their use of the Building and their relationship with Contractor, or contractors of other tenants in the Building. The entry by Tenant and/or its contract parties into the Premises for the performance of Tenant's Work shall be subject to the Lease as amended by this Amendment, except the payment of Rent. If Landlord allows Tenant and/or its contract parties to enter the Premises and commence the performance of Tenant's Work prior to the Completion Date, such entry by Tenant shall be at Tenant's sole risk.
- C. Tenant's Work shall be coordinated and conducted to maintain harmonious labor relations and not (a) to interfere unreasonably with or to delay the completion of any work being performed by Contractor or by any other tenant in the Building; or (b) to interfere with or disrupt the use and peaceful enjoyment of other tenants in the Building. Contractor shall have priority over Tenant's Work.
- D. Tenant and Tenant's contract parties shall perform their work, including any storage for construction purposes, within the Premises only. Tenant shall be responsible for removal, as needed, from the Premises and the Building of all trash, rubbish, and surplus materials resulting from any work being performed in the Premises. Tenant shall exercise extreme care and diligence in removing such trash, rubbish, or surplus materials from the Premises to avoid littering, marring, or damaging any portion of the Building. If any such trash, rubbish, or surplus materials are not promptly removed from the Building in accordance with the provisions hereof or if any portion of the Building is littered, marred, or damaged, Landlord may cause same to be removed or

repaired, as the case may be, at Tenant's cost and expense. Tenant shall pay Landlord the amount of any such cost and expenses promptly upon demand therefor.

ARTICLE 4. PAYMENT OF COSTS

Section 4.01 Tenant Improvement Allowance for Tenant Improvement Costs

Landlord shall pay the Tenant Improvement Costs, up to, but not in excess of, the Tenant Improvement Allowance. The Tenant Improvement Allowance is applicable to Tenant Improvements to be constructed in the Premises. Notwithstanding the foregoing, if the Tenant Improvement Allowance is greater than estimated expenses related to completion of the Tenant Improvements, then up to \$6.00 per square foot of the excess Tenant Improvement Allowance may be used at Tenant's option for payment of invoices relating to move expenses and low voltage cabling.

Section 4.02 Tenant's Costs

A. Tenant shall pay Tenant's Costs to Landlord, including:

1. Tenant Improvement Costs (if any) in excess of the Tenant Improvement Allowance;
2. The cost of preparing and finalizing all drawings and specifications, and all fees for architects, engineers, interior designers, and other professionals and design specialists incurred by Landlord or Tenant in connection with the Tenant Improvements; provided, however, Tenant may use a portion of the Tenant Improvement Allowance toward such costs, to the extent available.
3. A construction supervision fee equal to three percent (3%) of the total cost of all work associated with the Tenant Improvements. Such fee shall be paid to Landlord or Landlord's designated agent, and may be funded out of the Tenant Improvement Allowance, to the extent available.

Section 4.03 Payment of Tenant's Costs

Tenant shall pay Tenant's Costs to Landlord prior to commencement of construction of the Tenant Improvements upon Tenant's receipt from Landlord of an invoice for such costs. Failure by Tenant to pay Tenant's Costs in accordance with this Article 4 will constitute a failure by Tenant to pay Rent when due under the Lease.

ARTICLE 5. CONTRACTOR REQUIREMENTS

- A. Landlord shall be solely responsible for preparing bid instructions to prospective contractors and for receiving, qualifying and determining the responsiveness of all bids. If any bidders do not comply with the bid instructions, Landlord, in its sole determination, may disqualify any such nonconforming bids.
- B. Landlord shall be required to seek bids from at least three (3) contractors (one of which shall be the Landlord's selection, one shall be the Tenant's selection and the third shall be upon mutual selection of Landlord and Tenant). Or, at Tenant's election, Tenant may opt to preselect Contractor, subject to Landlord's approval, and have Contractor competitively bid to a minimum of three (3) subcontractors.
- C. All bids from such potential contractors shall be required to be submitted on or before ten (10) business days after such potential contractors' receipt from Landlord of Tenant Space Plans sufficient to generate a bid with a maximum price quoted. Landlord shall select the Contractor from the lowest qualified bid.

ARTICLE 6. DESIGNATION OF REPRESENTATIVES

Section 6.01 Landlord's Agent

Landlord hereby designates _____ to act as its Construction Manager on this Work Letter. Any response from such person under this Work Letter shall be the response of Landlord.

Section 6.02 Tenant's Agent

Tenant hereby designates Fulton County Director of Real Estate and Asset Management or another that such designates to act as its authorized representative on this Work Letter. Any response from such person under this Work Letter shall be the response of Tenant.

Section 6.03 Mutual Cooperation

Landlord's Agent and Tenant's Agent shall cooperate with one another in coordinating Substantial Completion of Tenant's Work, and in controlling and minimizing the time and costs of the Tenant Improvements and Tenant Work.

ARTICLE 7. ADA COMPLIANCE

Section 7.01 Building

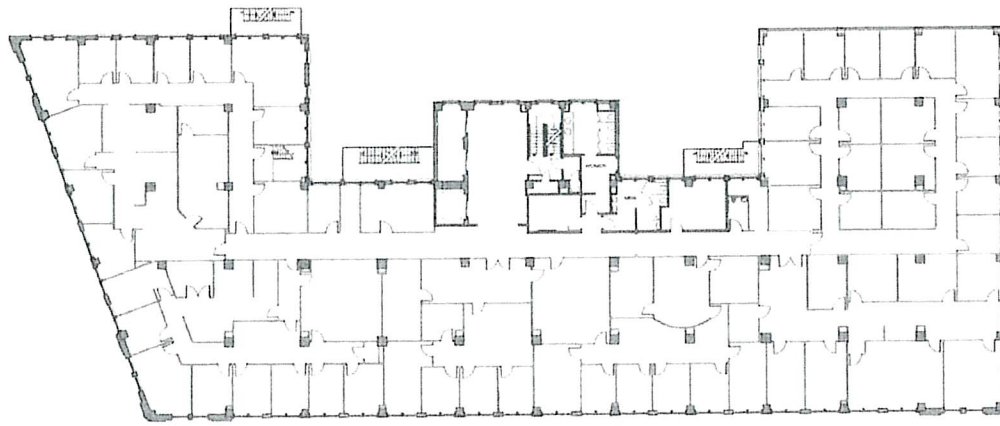
Tenant shall not be obligated to pay for Building compliance with the Americans with Disability Act ("ADA"), unless such compliance arises out of Tenant's specific use of the Premises and Building.

Section 7.02 Tenant's Improvements

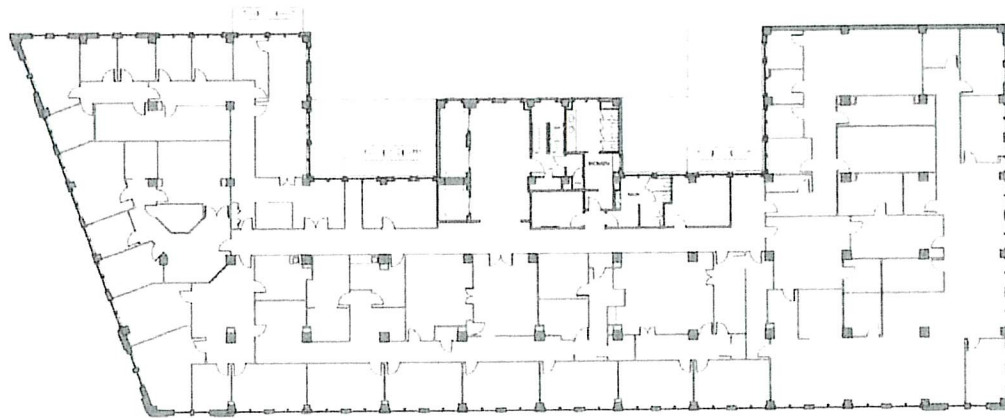
Tenant Improvements shall be and Tenant shall cause the Tenant Space Plan to be in compliance with the ADA, to the extent the ADA requirements are applicable and mandatory and are not voluntary for such Tenant Improvements.

Exhibit B-1

Tenant Space Plans



4th Floor



5th Floor

EXHIBIT "C"
Amortization Schedule

Pursuant to Section 2. Term: Options to Extend and Terminate, Termination Fee shall be as follows:

Period of Termination Event	Termination Fee
Calendar Year 2017	\$2,193,886.03
Calendar Year 2018	\$2,064,179.18
Calendar Year 2019	\$1,923,706.73
Calendar Year 2020	\$1,771,575.14
Calendar Year 2021	\$1,606,816.69
Calendar Year 2022	\$1,428,383.38
Calendar Year 2023	\$1,235,140.19
Calendar Year 2024	\$1,025,857.91
Calendar Year 2025	\$799,205.30
Calendar Year 2026	\$553,740.64
Calendar Year 2027	\$194,474.07

For Renewal Year Options and Escalator Year Options, Termination Fee shall be determined along with Market Rent and memorialized within a Lease amendment. Termination Fee for Renewal Year Options and Escalator Year Options shall be an amount equal to the unamortized (over five years) portion of the following amounts associated with the a) Secondary Term plus Secondary Option Term or b) the Tertiary Term plus Tertiary Option Term plus interest thereon at the rate of 8% per annum, compounded monthly:

- 1) any free or abated rent,
- 2) external commissions due Broker, and
- 3) tenant improvement allowances or tenant improvement costs, moving allowances, rent credit allowances and other allowances or concessions.

EXHIBIT "D"

Subordination, Non-Disturbance and Attornment Agreement

Loan No. _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the _____ day of _____, 2016, between _____ together with its successors or assigns in interest, collectively "Lender") and _____ ("Tenant," which includes any permitted assigns and successors in interest of Tenant under the Lease).

R E C I T A L S:

Lender is the owner and the holder of a loan evidenced by a promissory note (the "Note") dated ___ in the face amount of \$ _____. The Note is secured by a [here insert the name of the security instrument] (the "Mortgage") dated the same date as said Note, and recorded at [insert recording information] of the Real Property Records of _____, covering the real property described therein (the "Mortgaged Premises").

Tenant is the tenant under that certain Lease Agreement dated _____ (the "Lease"), between Tenant and _____ as landlord (said landlord and its successors and assigns under the Lease hereinafter called "Landlord"), covering all or part of the Mortgaged Premises as set forth under the Lease (hereinafter called the "Demised Premises").

Tenant and Lender desire to confirm their understanding with respect to the lease and the Mortgage.

THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Lender and Tenant agree as follows:

1. Subordination. The Lease is now, and will at all times and for all purposes be, subject and subordinate, in every respect, to the Mortgage and the lien imposed by the Mortgage, with the provisions of the Mortgage and this Agreement controlling over the provisions of the Lease. The Lease is subordinate and subject, in each and every respect, to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage, (collectively a "Modification"), and all other loan documents securing the Note, provided that any and all Modifications shall nevertheless be subject to the terms of this Agreement.
2. Non-Disturbance. So long as Tenant is not in default, beyond the applicable cure periods, under any of the terms, provisions, agreements, covenants, or obligations set forth in the Lease,
 - a. Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon default under the Mortgage, unless applicable law requires Tenant to be made a party, and
 - b. Tenant's possession of the Demised Premises under said Lease shall not be disturbed or interfered with by Lender.
3. Attornment. If Lender or any other party that succeeds to the interest of Landlord under the Lease in any manner ("Successor Landlord"), including but not limited to foreclosure, exercise of any power of sale, succession by deed in lieu or other conveyance (a "Succession"), Tenant will attorn to and be bound to Successor Landlord upon Succession and will recognize any Successor Landlord as the

landlord under the Lease. The Lease shall continue in full force and effect as a direct lease, in accordance with its terms, except as provided in this Agreement such attornment is effective and self-operative without the execution of any further instrument. Tenant, upon request, will sign and deliver any instruments reasonably requested to evidence such attornment. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder as a result of any such foreclosure or trustee's sale.

4. Limitation On Successor Landlord's Liability. Upon any Succession, Successor Landlord shall not be (a) Liable for any act or omission of the Landlord under said Lease, (b) subject to any offsets or defenses which Tenant may have against the landlord arising or occurring prior to the Succession, (c) bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month, (d) bound by any amendment or modification of the Lease that would reduce or shorten any economic obligations of Tenant Under the Lease or materially impair Landlord's rights under the Lease made without Lender's prior written consent; provided, however, Lender shall not be bound by any amendment or modification unless Lender receives a fully executed copy of such amendment or modification within ten (10) business days after execution, (e) liable for any security deposit paid by Tenant to Landlord unless such deposit is delivered to Lender, (f) liable for or obligated to pay for repairs, replacements, damages or allowances not made, performed or paid by the Landlord if such performance or payment was due prior to the Succession, or (g) liable for the payment of any leasing commissions, the triggering event for which arose or occurred prior to the Succession. Any reference to Landlord includes all prior landlords under the Lease. Successor Landlord shall not be liable for the performance of the obligations of the Landlord under the Lease, except for those obligations which first arise during the period of Successor Landlord's ownership of the Mortgaged Premises and for "Continuing Defaults" (as defined below). In the case of a casualty or condemnation repair obligation, Lender must receive the insurance or condemnation proceeds as a condition precedent to Lender's repair obligation under the Lease.

A "Continuing Default" is defined as a nonmonetary default by Landlord under the Lease that began prior to Succession, is ongoing and continuing following Succession, is susceptible to being cured, and for which Tenant provided Lender with notice as required hereunder prior to Succession. Successor Landlord shall only have liability for actual damages (not consequential or special damages) that arise after Succession as a result of its failure to cure a Continuing Default.

5. Tenant's Warranty. Tenant warrants to Lender, as of the date hereof, that (a) attached is a true, correct and complete copy of the Lease, (b) there are no known defaults on the part of Landlord, (c) the Lease is a complete statement of the agreement of the parties with respect to the leasing of the Demised Premises, (d) the Lease is validly executed by Tenant and in full force and effect, and (e) all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied as of the date hereof have been satisfied. Tenant acknowledges and warrants to Lender that it has not subordinated the Lease or any of its rights under the Lease to any lien or mortgage other than the Mortgage.
6. Lender Cure Rights. Tenant will notify Lender in writing of any default by Landlord under the Lease that would entitle Tenant to cancel or terminate the Lease or abate the rents payable thereunder. Such notice shall be sent to Lender at 3280 Peachtree Road, Suite 1600, Atlanta, GA 30305, Reference Loan Number certified mail, return receipt requested. If within thirty (30) business days after receipt of such default notice Lender notifies Tenant in writing of its intent to cure such default, Lender shall have thirty (30) days beyond the curative period available to Landlord under the Lease to cure the default by Landlord. Lender has no obligation to cure any default by Landlord and shall have no liability for not curing any default. In addition, as to any default by Landlord the cure of which requires possession and control of the Mortgaged Premises, Lender's cure period shall continue for such additional time as Lender may reasonably require to

obtain possession and control of the Mortgaged Premises.

7. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, Tenant shall look exclusively to Successor Landlord's interest in the Mortgaged Premises or any proceeds from the disposition thereof, any rents or profits derived from the Mortgaged Premises, or any insurance or condemnation proceeds related thereto, for the satisfaction of Tenant's remedies in the event of default by Successor Landlord as landlord under the Lease or any payment or discharge of any money judgment in favor of Tenant against Successor Landlord with respect to the Lease.
8. Rent Payment. Immediately upon written notice to Tenant (a) that Lender is exercising its rights under the Mortgage or any other loan documents acting to secure the Note following a default under the Loan, or (b) of Lender's succeeding to the Landlord's interest under the Lease, Tenant agrees to pay all rents due under the Lease directly to Lender in accordance with the Lease at the address specified by Lender.
9. Complete Agreement. This Agreement supersedes, as between the parties hereto, all of the terms and provisions of the Lease which are inconsistent herewith.
10. No Oral Modification/Binding Effect This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.
11. Laws. This Agreement shall be construed in accordance with the laws of the State where the Mortgaged Premises are located.
12. Automatic Amendment of Lease. Upon a Succession, the Lease is automatically amended as follows:
 - a. Hazardous Materials. All representations, warranties, indemnities or hold harmless provisions in favor of Tenant from Landlord dealing with the presence, use, transportation, disposal, contamination, exposure to or in any way arising out of hazardous or toxic materials, chemicals or wastes ("Hazardous Materials") are deleted as to Lender. Lender, however, as Successor Landlord covenants and agrees to comply with its obligations under all laws governing Hazardous Materials ("Hazardous Materials Laws") that relate to Lender's actions during its period of ownership as Successor Landlord..
 - b. Insurance. Tenant will at all times carry comprehensive general liability coverage for its activities and operations at the Demised Premises, listing Lender and Landlord as additional insureds, in such coverage amounts as are required by the Lease but in no event less than One Million Dollars. Lender will have no liability to Tenant for any indemnity or hold harmless provision under the Lease where Lender is otherwise covered by Tenant's comprehensive general liability coverage(s) as carried by Tenant or which Tenant is required to carry under the Lease. All insurance required to be carried by Landlord under the Lease may be effected by Lender by self-insurance or by a policy or policies of blanket insurance covering additional items or locations or assureds and with such deductibles as Lender may from time to time determine. Tenant has no rights in any policy or policies maintained by Lender.
 - c. Option or Right of First Refusal. Lender will not be bound to honor any option or right of first refusal in favor of Tenant to purchase all or any part of the Mortgaged Premises

[Insert additional amendments.]

INWITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Signed, sealed and delivered in the presence of:

LENDER:

Witness One

By: _____

Witness Two

Name: _____

Title: _____

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

TENANT:

Witness One

By: _____

Witness Two

Name: _____

Title: _____

[CORPORATE SEAL]

EXHIBIT "E"
Rules and Regulations

1. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the Building(s) shall not be obstructed by any of the Tenants or used by them for any purpose other than for ingress to and egress from their respective premises. No Tenant and no employee or invitee of any Tenant shall go upon the roof of the Building(s) without the prior written consent of Landlord.

2. No sign, placard, picture, name, advertisement or notice, visible from the exterior of any Tenant's premises shall be inscribed, painted affixed or otherwise displayed by any Tenant on any part of the Building(s) without the prior written consent of Landlord. All approved sign or lettering on doors shall be printed, painted, affixed or inscribed at the expense of the Tenant by a person approved by Landlord, which approval will not be unreasonably withheld. Material visible from outside the Premises and or Building(s) will not be permitted. Tenant to fill in the following blanks for Tenant's door sign and directory strips.

NAME Fulton County Health & Wellness – Suite 400

3. Tenant shall not allow a fire or bankruptcy sale or any auction to be held on the Premises or allow the Premises to be used for the storage of merchandise held for sale to the general public.

4. No tenant shall allow the premises to be used for lodging.

5. No Tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning the Premises, unless otherwise agreed to previously by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the building(s) for the purpose of cleaning the same. No tenant shall cause any unnecessary labor by reason of such Tenant's carelessness or indifference in the preservation of good order and cleanliness. Janitor services will not be furnished on nights when rooms are occupied after 9:30p.m. unless by prior written agreement. Except with the written consent of Landlord, no person or persons other than those approved by Landlords shall be permitted to enter the building(s) for the purpose of cleaning the same. No tenant shall cause any unnecessary labor by reason of such Tenant's carelessness or indifference in the preservation of good order and cleanliness. Janitor services will not be furnished on nights when rooms are occupied after 9:30p.m. unless by prior written agreement. However, Tenant, at Tenant's sole cost and expense, may contract with specialized cleaning services for designated clinical areas.

6. Landlord will furnish each Tenant free of charge with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. No tenant shall have any keys made. No Tenant shall alter any lock or install a new

EXHIBIT "G"
RIGHTS TO TERMINATE BY LANDLORD

1. Landlord's Initial Right to Terminate: Subject only to Landlord's inability to obtain financing, Landlord shall have the right to terminate the Lease by providing written notice to Tenant prior to noon on June 30, 2016. If no such notice to terminate is given by Landlord by such time, then the Lease shall be in full force and effect.
2. Landlord's Right to Redevelop: Notwithstanding anything contained in this Lease to the contrary, and in addition to any right which Landlord may have in the event of a default by the Tenant, Landlord shall have the option to terminate this Lease by delivering written notice to Tenant during calendar year 2027, 2028 or 2034 ("Termination Notice"). Upon receipt of Termination Notice, the date which is the end of the month in which Termination Notice was delivered plus eighteen months (18) shall be the "Last Termination Date."

However, if Landlord delivers to Tenant a Termination Notice (as defined above), then Tenant may opt to terminate the lease prior to Last Termination Date by providing Landlord with six (6) months prior written notice ("Tenant's Early Termination Date"). The earlier of Last Termination Date or Tenant's Early Termination Date shall be Termination Date. Tenant shall not be entitled to any compensation or consideration from Landlord in the event Landlord exercises its right to terminate the Lease as provided in this paragraph, however Tenant's Monthly Rent shall remain the same as the then current amount of Monthly Rent in effect at the time Termination Notice is given and shall continue until the Termination Date. In no event shall Tenant be liable for any Termination Fee with regard to Landlord's delivery of Termination Notice.

On the Termination Date, this Lease shall terminate as if the Termination Date was the date set forth in the Lease for the expiration of the Lease Term. Tenant shall deliver the Premises to Landlord on or before the Termination Date in accordance with the terms and conditions of this Lease. In the event Tenant fails to vacate the Premises by the Termination Date, then in addition to any other rights and remedies which the Landlord may have as provided elsewhere in the Lease, Tenant shall be liable for all reasonable and actual damages suffered by the Landlord as a result of such failure.

COMMENCEMENT AGREEMENT

THIS COMMENCEMENT AGREEMENT (hereinafter, "Agreement") is made this 16th day of August, 2017, by and between TEN PARK PLACE PARTNERS, LLC, a Georgia limited liability company ("Landlord") and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Tenant").

WITNESSETH:

WHEREAS, this Agreement is a supplement to and a part of that certain Lease dated June 30, 2016 (the "Lease") for the Demised Premises (as defined in the Lease and reaffirmed in Exhibit A, attached, and incorporated herein by this reference) which contains approximately 37,980 square feet located on the 4th and 5th floors of 10 Park Place, Atlanta, GA 30303; and

WHEREAS, Landlord and Tenant entered into the First Lease Amendment dated October 19th, 2016 (the "First Amendment") for the Expansion Premises (as defined in the First Amendment and reaffirmed in Exhibit A, attached hereto) which contains approximately 9,902 square feet located on the 6th floor; and


NOW, THEREFORE, for and in consideration of the Demised Premises and Expansion Premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Pursuant to the provisions of Section 2 (Term: Options to Extend and Terminate) of the Lease and Section 3 (Expansion Premises Commencement Date) of the First Amendment, Landlord and Tenant agree and reaffirm as follows:

1. The Commencement Date on the Demised Premises and Expansion Premises (collectively, the "Premises") shall be the date which this Commencement Agreement is executed by Tenant and Landlord.
2. Section 2 (b) of the Lease is hereby deleted and replaced with the following:

Pursuant to O.C.G.A §36-60-13, the "Primary Term" of this Agreement shall be for the period beginning on the Commencement Date and ending at 11:59 p.m. on the 31st day of December, 2017. The Agreement shall automatically renew for up to eleven (11) additional consecutive one-year terms for calendar years January through December (each a "Primary Option Term"), in accordance with the terms hereafter set forth.
3. The square footage of the Premises consists of the Demised Premises of 37,980 square feet plus the square footage of the Expansion Premises of 9,902 square feet, which equals a total square footage leased by Tenant of 47,882 square feet.
4. Per the Lease and First Amendment, Tenant Improvement Allowance for Demised Premises is One Million Two Hundred Fifty Three Thousand Three Hundred and Forty Dollars (\$1,253,340) and Tenant Improvement Allowance for Expansion Premises is One Hundred Ninety Eight Thousand Forty Dollars (\$198,040) for a total Tenant Improvement Allowance of One Million Four Hundred Fifty One Thousand Three Hundred Eighty Dollars (\$1,451,380).

Pursuant to Exhibit B – Tenant Improvements, Article 4 (Condition of the Premises) of the Lease, based on final Tenant Space Plans approved by Landlord dated December 22, 2016 and attached hereto as Exhibit B and incorporated herein by this reference, the current Tenant Improvement Costs in excess of Tenant Improvement Allowance is One Million four Hundred Sixty-four Thousand four



Hundred seventy eighty and 45/100 Dollars (\$, 1,464,780.45). The amounts set forth in this paragraph are subject to change in the event of future Change Orders.

5. Section 3(a) (Rent; Advance Rent; Security Deposit) of the Lease and Section 5 (Expansion Premises Rent) of the First Amendment are hereby deleted and replaced with the following:

Tenant shall pay monthly installments of Monthly Rent for the Premises together with Tenant's Additional Rental (as defined in Section 11 (c) (Operating Expenses; Utilities; and Expense Stop) of the Lease) in advance of or on the first day of each calendar month during the Rental Period, without demand, deductions or set off, in the following amounts (for the purposes of accounting only, Rental PSF and Operating Expenses PSF have been split out, below):

Rental Period	Months	Base	Opex	Month	Annual/Period
September 17, 2017 - September 30, 2017	14 days	\$8.56	\$7.50	\$26,774.19	\$26,774.19
October 1, 2017 - December 31, 2017	3	\$8.56	\$7.50	\$64,095.87	\$192,287.61
January 1, 2018 - December 31, 2018	12	\$9.09	\$7.73	\$67,131.03	\$805,572.36
January 1, 2019 - December 31, 2019	12	\$9.23	\$7.96	\$68,610.66	\$823,327.92
January 1, 2020 - December 31, 2020	12	\$9.37	\$8.20	\$70,122.94	\$841,475.28
January 1, 2021 - December 31, 2021	12	\$9.52	\$8.44	\$71,669.67	\$860,036.04
January 1, 2022 - December 31, 2022	12	\$9.67	\$8.69	\$73,251.66	\$879,019.92
January 1, 2023 - December 31, 2023	12	\$11.15	\$8.96	\$80,242.93	\$962,915.16
January 1, 2024 - December 31, 2024	12	\$11.33	\$9.22	\$82,005.44	\$984,065.28
January 1, 2025 - December 31, 2025	12	\$11.50	\$9.50	\$83,807.92	\$1,005,695.04
January 1, 2026 - December 31, 2026	12	\$11.68	\$9.79	\$85,651.34	\$1,027,816.08
January 1, 2027 - December 31, 2027	12	\$11.86	\$10.08	\$87,536.62	\$1,050,439.44
January 1, 2028 - December 31, 2028	12	\$12.04	\$10.38	\$89,464.79	\$1,073,577.48

Rent Payments should be made to:
Ten Park Partners, LLC
962 Howell Mill Road, NW
Atlanta, GA 30318

6. Should Termination Events (as defined in the Lease) occur, then the Termination Fee for the Premises shall be as follows:

Period of Termination Event	Termination Fee
Calendar Year 2017	\$2,581,943.13
Calendar Year 2018	\$2,429,293.58
Calendar Year 2019	\$2,263,974.20
Calendar Year 2020	\$2,082,592.61
Calendar Year 2021	\$1,891,032.28
Calendar Year 2022	\$1,681,037.48
Calendar Year 2023	\$1,453,613.21
Calendar Year 2024	\$1,207,312.84
Calendar Year 2025	\$940,569.66
Calendar Year 2026	\$651,686.92
Calendar Year 2027	\$245,398.60

7. Except as hereinabove provided, all other terms and conditions of the Lease and First Amendment shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by Landlord and Tenant. Should the terms and conditions of this Commencement Agreement conflict with Lease or First Amendment, then this Commencement Agreement shall govern.

[SIGNATURES ON THE FOLLOWING PAGE]

A handwritten signature in the bottom right corner of the page.

IN WITNESS WHEREOF, the undersigned have caused this Commencement Agreement to be executed under seal as of the date and year first above written.

LANDLORD:

TEN PARK PLACE PARTNERS, LLC, a Georgia limited liability company

By: [Signature]
Name: Alan Ford
Title: Managing Partner

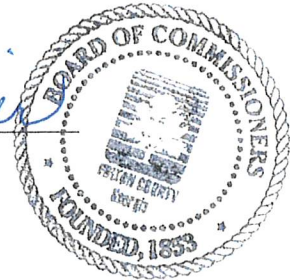
TENANT:

FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia

By: [Signature]
Name: John H. Eaves, Chairman
Fulton County Board of Commissioners

ATTEST:

By: [Signature]
Name: Tonya Grier, Interim
Clerk to Commission



APPROVED AS TO FORM
This 16 day of August 2017

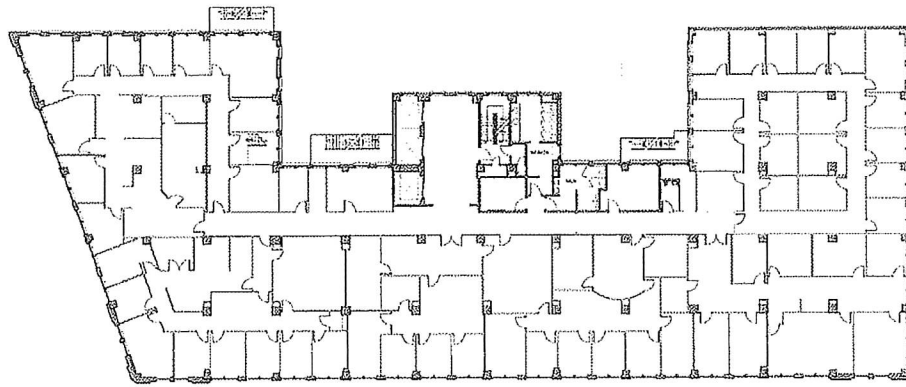
[Signature]
Office of Fulton County Attorney THF

ITEM # 17-0649 RCS 08/16/2017
RECESS MEETING

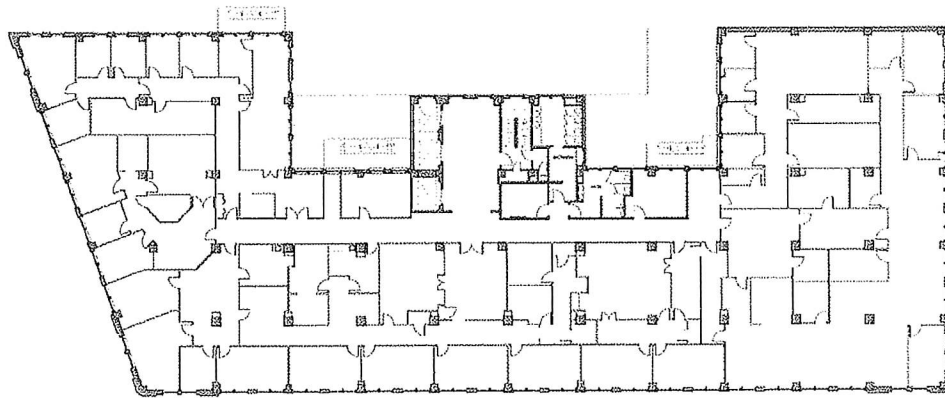
EXHIBIT A

Demised Premises

4th Floor

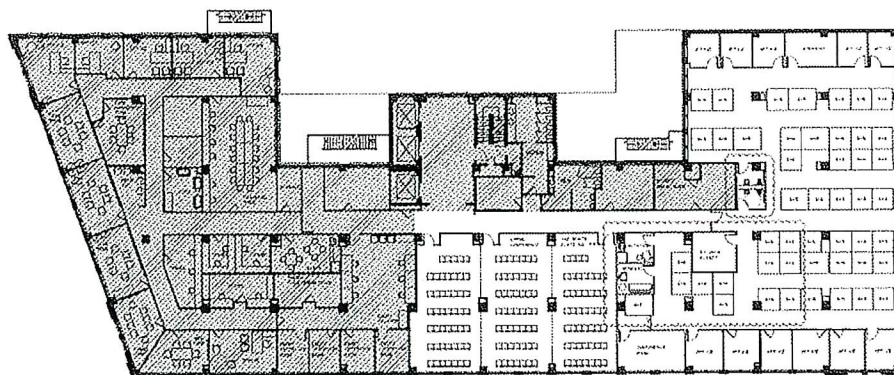


5th Floor



Expansion Premises

6th Floor

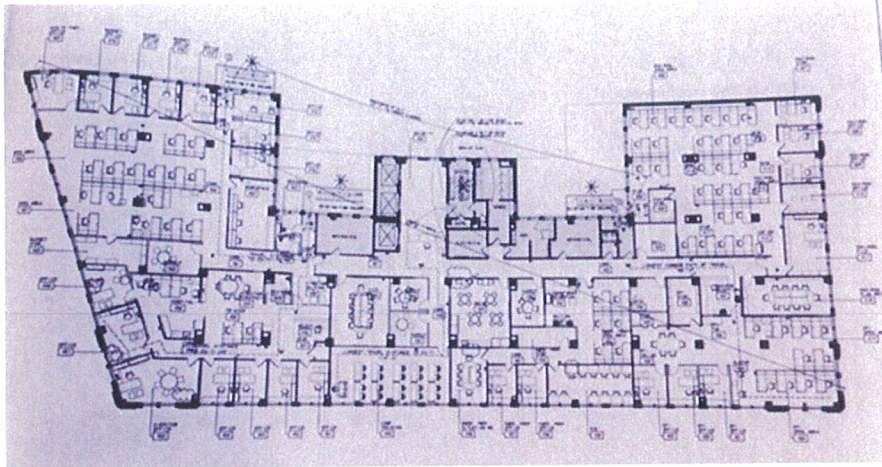


Expansion Premises is the unshaded portion of the above.

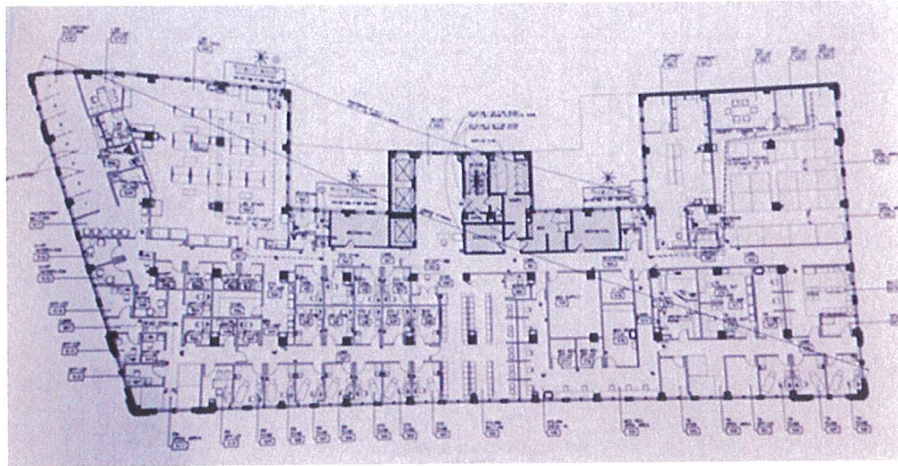
EXHIBIT B

Approved Tenant Space Plans Dated 12/22/16

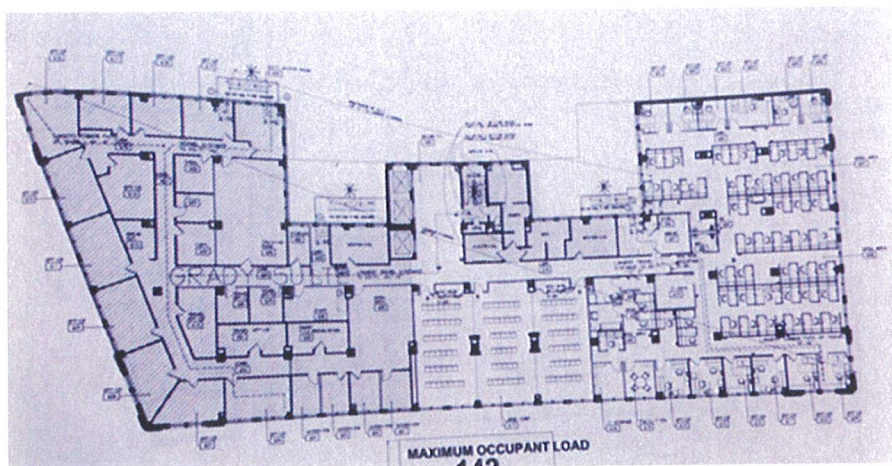
4th Floor



5th Floor



6th Floor



8

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "**Amendment**") is made this 1st day of December, 2016 ("**Effective Date**"), by and between ROYAL OFFICE CENTER, LLC, a Florida limited liability company, successor-in-interest to NNN Royal 400, LLC, NNN Royal 400 1, LLC, NNN Royal 400 2, LLC, NNN Royal 400 3, LLC, NNN Royal 400 4, LLC, NNN Royal 400 5, LLC, NNN Royal 400 6, LLC, NNN Royal 400 7, LLC, NNN Royal 400 8, LLC, NNN Royal 400 9, LLC, NNN Royal 400 10, LLC, NNN Royal 400 11, LLC, NNN Royal 400 12, LLC, NNN Royal 400 13, LLC, NNN Royal 400 15, LLC, NNN Royal 400 16, LLC, NNN Royal 400 17, LLC, NNN Royal 400 18, LLC, NNN Royal 400 19, LLC, NNN Royal 400 21, LLC, NNN Royal 400 22, LLC, NNN Royal 400 24, LLC, each one a Delaware limited liability company ("**Landlord**"), and FULTON COUNTY, a political subdivision of the State of Georgia ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated September 21, 2005, as amended by First Amendment to Commercial Lease Agreement dated as of March 2, 2016 (as amended, the "**Lease**"), by the terms of which Tenant leased from Landlord and Landlord leased to Tenant Suite 125, consisting of approximately 14,625 rentable square feet (the "**Premises**") in the building located at 3155 Royal Drive, Alpharetta, Georgia 30004, known as 1 Parkway 400, in the office park known as Royal 400, all as more particularly described in the Lease; and

WHEREAS, the Term of the Lease for the Premises expires on December 31, 2016; and

WHEREAS, Landlord and Tenant mutually desire to modify and amend the Lease in order to, among other things, renew and extend the Term of the Lease as more specifically set forth herein.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are incorporated herein by reference and are made a part hereof. All capitalized terms that are used but not defined in this Amendment shall have the meaning ascribed to them in the Lease.

2. **Modification and Amendment of Lease.** As of the Effective Date, Landlord and Tenant do hereby modify and amend the Lease as follows:

(A) **Extension of the Term.** The Term of the Lease with respect to the Premises shall be subject to the provisions of O.C.G.A. § 36-60-13. The base term of the lease shall commence on January 1, 2017 (the "Extended Term Commencement Date") and end on **December 31, 2017**. The lease shall renew automatically for **four (4)** consecutive one (1) year renewal terms beginning on January 1st of each year and ending on December 31st. The four (4) optional one-year Renewal Terms shall be contingent upon the approval, availability and appropriation of funds by the Fulton County Board of Commissioners. 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.

Landlord does hereby lease, demise and let unto Tenant, and Tenant hereby accepts, the Premises during the Extended Term. All terms and conditions of the Lease shall be applicable to the Premises during the Extended Term, except as expressly set forth herein to the contrary. This extension of the Term supersedes and replaces any existing extension or renewal option contained in the Lease, all of which are hereby terminated, except as set forth herein. From and after the Extended Term Commencement Date, the term "Term" as used in the Lease, shall mean and include the Extended Term.

(B) **Base Rent Payment Schedule.** Commencing on the Extended Term Commencement Date, and continuing regularly and monthly throughout the Extended Term, Tenant shall pay Base Rent for the Premises for the indicated periods set forth in the following schedule, subject to and in accordance with the terms and provisions for payment of Base Rent set forth in the Lease:

Period	Area of the Premises	Base Rental Rate/RSF	Monthly Base Rent	Total Base Rent for the Period
1/1/17 – 12/31/17	14,625	\$18.00	\$21,937.50	\$263,250.00
1/1/18 – 12/31/18	14,625	\$18.54	\$22,595.63	\$271,147.56
1/1/19 – 12/31/19	14,625	\$19.10	\$23,278.13	\$279,337.56
1/1/20 – 12/31/20	14,625	\$19.67	\$23,972.81	\$287,673.72
1/1/21 – 12/31/21	14,625	\$20.26	\$24,691.88	\$296,302.56

The annual Base Rental rate due and owing from Tenant to Landlord as of the Extended Term Commencement Date shall be \$18.00 per square foot of the Premises on a "Full Service" basis. Upon the commencement of the second twelve (12) month period following the Extended Term Commencement Date, and on the annual anniversary date thereafter during the Extended Term, the annual Base Rental rate, calculated without taking into account any abatement or discount, shall increase by three percent (3%) over the annual Base Rental rate for the prior year, compounded, as shown in the schedule above.

(C) **Additional Rent.** Tenant shall pay to Landlord, as additional rent and as an adjustment to Base Rent for each year or any prorated part of a year during the Extended Term, an amount equal to Tenant's Proportionate Share of the difference between (i) Taxes, Common Area Costs and Tenant Operating and Maintenance Expenses and Extra Services for the Comparison Year in question and the (ii) the actual Taxes, Common Area Costs and Tenant Operating and Maintenance Expenses and Extra Services for the Base Year.

(D) **Electricity.** Base Rent shall be deemed to include the cost of electricity consumed in connection with Tenant's operations in the Premises, and accordingly, Tenant shall not separately reimburse Landlord for such costs.

3. **Premises As-Is.** Tenant agrees to accept the Premises in its "AS-IS" condition during the Extended Term without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements to the Premises as a condition to Tenant's obligations under this Amendment. Any improvements required for Tenant's occupancy of the Premises shall be made by Tenant, at Tenant's sole cost and expense, subject to and in accordance all applicable provisions set forth in the Lease.

4. **Renewal Option.** Provided that (i) Tenant is not in default (after any requisite notice and cure period) under any of the terms and conditions of the Lease and (ii) Tenant provides Landlord written notice of its election in a proper and timely fashion, Tenant may extend the lease for an additional one (1) year period with four (4) consecutive renewal options all of which shall begin on January 1st and end on December 31st (the "**Successive Term**"), subject to the provisions of O.C.G.A § 36-60-13. Each renewal option shall be contingent upon the approval, availability and appropriation of funds by the Fulton County Board of Commissioners. In order to exercise the Renewal Option, Tenant must deliver to Landlord notice of its intention to exercise in accordance with the notice provisions of the Lease, not less than one hundred eighty (180) days prior to the expiration of the Extended Term. In the event Tenant fails to deliver to Landlord such written notice of its intent to exercise the Renewal Option or Tenant is otherwise not permitted to exercise pursuant to other terms hereof or of the Lease, then the Renewal Option shall terminate and be null and void and the Lease shall expire on the expiration date of the Extended Term. In the event Tenant exercises the Renewal Option, all of the terms of the Lease shall continue to be applicable during the Successive Term, except for (i) the amount of Basic Rent payable by Tenant and (ii) the Renewal Option then being exercised. The annual Base Rental rate (and monthly Base Rent applicable thereto) during the initial year of the Successive Term shall be the then fair market rate for comparable space then being quoted by Landlord including rental abatement, improvement allowances and other concessions, if any, then being offered by Landlord.

5. **Relocation of Voice/Data/Security Panel.** Landlord agrees that Tenant, at Tenant's sole cost and expense, shall be permitted to relocate to the Premises the voice/data/security panel currently located in Suite 150 of the Building, subject to and in accordance with the terms and conditions set forth in Sections 9 and 12 of the Lease.

6. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto, their respective successors, successors-in-title, legal representatives and assigns.

7. **Entire Agreement; Severability.** There exist no understandings, agreements or promises between Tenant and Landlord pertaining to Landlord's acceptance of this Amendment other than those expressly set forth in this Amendment. Any provision in this Amendment which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.

8. **Estoppel.** Tenant hereby represents, warrants and agrees that: (1) to the best of its knowledge there exists no breach, default or event of default under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default under the Lease; (2) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (3) Tenant does not have any current offset or defense to its performance or obligations under the Lease.

9. **Brokers.** Landlord and Tenant each warrant that they have had no dealings with any broker or agent other than Avison Young ("**Landlord's Broker**") in connection with this Amendment. Landlord shall pay a commission to Landlord's Broker pursuant to the terms set forth in a separate written agreement between Landlord and Landlord's Broker. . Landlord commits to pay, hold harmless, indemnify and defend Tenant from and against any and all cost, expense or liability for any compensation, commission and charges claimed by any broker or agent utilized by Landlord with respect to this Amendment or the negotiation thereof.

10. **Anti-Terrorism Statute Compliance.** Tenant hereby represents and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Antiterrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism" "Prohibited Person" is defined as (1) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

11. **Governing Law.** This Amendment shall be governed by and interpreted in accordance with the laws of the State of Georgia.

12. **No Modification.** This Amendment can be modified only in a writing signed by all parties, and the Lease can be modified only in a writing signed by Landlord and Tenant. The parties expressly agree that any oral modification to the Lease or this Amendment shall be of no force or effect. The party who is alleging modification shall have the duty to get written modification signed by all other necessary parties.

13. **Counterparts.** This Amendment may be executed in separate counterparts. It shall be fully effective when each party hereto has signed at least one counterpart, even though no one counterpart contains the signatures of all parties.

14. **Ratification.** All other terms, covenants and conditions of the Lease shall remain the same and continue in full force and effect, and shall be deemed unchanged, except as such terms, covenants and conditions of the Lease have been amended or modified by this Amendment, and this Amendment shall, by this reference, constitute a part of the Lease and its terms and conditions shall govern and control in the event of any conflict between the terms of the Lease before inclusion of this Amendment, and the terms and conditions of this Amendment.

Signatures start on next page

IN WITNESS WHEREOF, the undersigned have set forth their hands and seal as of the date set forth above.

LANDLORD:

WITNESS OR ATTEST:

ROYAL OFFICE CENTER, LLC, a Florida limited liability company

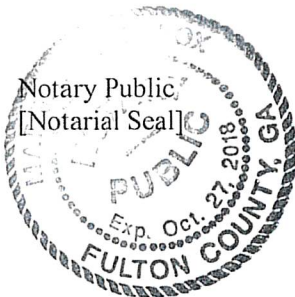
Matthew Hart
Print Name: Matthew Hart

By: [Signature]
Print Name: Stephen E. Good
Title: Authorized Agent

Signed, sealed and delivered this 16th
day of December, 2016 in the
presence of:

Witness:

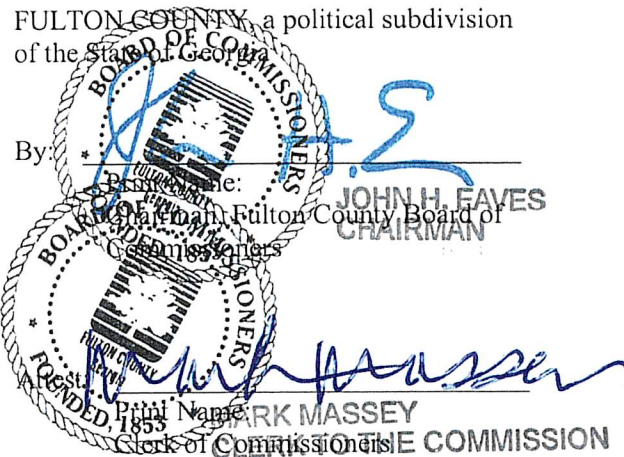
Margaret L. Fox
Print Name:



TENANT:

FULTON COUNTY, a political subdivision
of the State of Georgia

By: [Signature]
Print Name: JOHN H. LEAVES
Title: Chairman, Fulton County Board of Commissioners
[Signature]
Print Name: MARK MASSEY
Title: Clerk of Commissioners



ITEM # 16-1091 RM 12/7/2016
REGULAR MEETING

APPROVED AS TO FORM

This 14th day of December, 2016.

Terry Davidson
Office of Fulton County Attorney

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "**Amendment**") is made this _____ day of _____, 2016 ("**Effective Date**"), by and between NNN Royal 400, LLC, NNN Royal 400 1, LLC, NNN Royal 400 2, LLC, NNN Royal 400 3, LLC, NNN Royal 400 4, LLC, NNN Royal 400 5, LLC, NNN Royal 400 6, LLC, NNN Royal 400 7, LLC, NNN Royal 400 8, LLC, NNN Royal 400 9, LLC, NNN Royal 400 10, LLC, NNN Royal 400 11, LLC, NNN Royal 400 12, LLC, NNN Royal 400 13, LLC, NNN Royal 400 15, LLC, NNN Royal 400 16, LLC, NNN Royal 400 17, LLC, NNN Royal 400 18, LLC, NNN Royal 400 19, LLC, NNN Royal 400 21, LLC, NNN Royal 400 22, LLC, NNN Royal 400 24, LLC, each one a Delaware limited liability company (collectively, "**Landlord**") acting by and through FGG Inc., dba Sperry Van Ness | First Guardian Group, a Delaware Corporation, as Asset Manager ("**Agent**" for Landlord), and FULTON COUNTY, a political subdivision of the State of Georgia ("**Tenant**").

WITNESSETH:

WHEREAS, Holder/Royal 400 I, LLC, as predecessor-in-interest to Landlord and Tenant entered into that certain Lease dated September 21, 2005, (the "**Lease**"), by the terms of which Tenant leased from Landlord and Landlord leased to Tenant Suite 125, consisting of approximately 14,625 rentable square feet (the "**Premises**") in the building located at 3155 Royal Drive, Alpharetta, Georgia 30004, known as 1 Parkway 400 ("**Building #1**"), in the office park known as Royal 400 (the "**Project**"), all as more particularly described in the Lease; and

WHEREAS, the Term of the Lease expires on February 29, 2016; and

WHEREAS, Landlord and Tenant mutually desire to amend the Lease to extend the Term of the Lease and make other modifications on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are incorporated herein by reference and are made a part hereof. All capitalized terms that are used but not defined in this Amendment shall have the meaning ascribed to them in the Lease.

2. **Extension of Term.** The Term of the Lease is hereby extended to run from March 1, 2016 to December 31, 2016 (the "**Extended Term**"). During the Extended Term all of the terms and conditions of the Lease shall apply, except as follows

A. **Base Rent.** Tenant shall pay Base Rent of \$18 p.s.f. as follows:

Period	Base Rate Per SF	Monthly Installment
March 1, 2016 – December 31, 2016	\$18.00	\$21,937.50

B. **Base Rent Adjustments.** Tenant shall pay to Landlord as additional rent and as an adjustment to Base Rent for each year or any prorated part of a year, an amount equal to Tenant's Proportionate Share of the difference between (i) Taxes, Common Area Costs and Tenant Operating and Maintenance Expense and Extra Services for the Comparison Year in question and (ii) the actual Taxes, Common Area Costs and Tenant Operating and Maintenance Expense and Extra Services for the calendar year 2016 (the "**Base Year**").

C. Electricity. Base Rent shall be deemed to include the cost of electricity consumed in connection with Tenant's operations in the Premises, and accordingly, Tenant shall not separately reimburse Landlord for such costs.

D. As-Is. Tenant shall accept the Premises in its "AS-IS," "WHERE-IS," without any warranty, express or implied, and without any agreements, representations, understandings or obligations on the part of Landlord to perform or provide an allowance for any alterations, repairs or improvements to the Premises, with the exception of the following:

1. Landlord shall resolve any and all matters necessary to eliminate moisture under the tile flooring, including needed repair and/or replacement of separating and buckling tiles.

2. Landlord shall replace old and inefficient thermostats.

E. Renewal Option. Tenant shall have the option ("Renewal Option") to renew the Lease for one renewal term of one (1) year ("Renewal Term") on all the same terms and conditions (including, without limitation, the Base Rent which shall not be increased more than 3% during the Renewal Term.) Tenant shall give notice to exercise the Renewal Option not less than one hundred and twenty (120) days prior to the expiration of the original Term.

F. Early Termination. Tenant's right to terminate the Lease upon the conditions set forth in Section 2 of the Lease shall apply in all respects.

4. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties hereto, their respective successors, successors-in-title, legal representatives and assigns.

5. Entire Agreement; Severability. There exist no understandings, agreements or promises between Tenant and Landlord pertaining to Landlord's acceptance of this Amendment other than those expressly set forth in this Amendment. Any provision in this Amendment which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.

6. Estoppel. Tenant hereby represents, warrants and agrees that: (1) to the best of its knowledge there exists no breach, default or event of default under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default under the Lease; (2) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (3) Tenant does not have any current offset or defense to its performance or obligations under the Lease.

7. Broker. Landlord and Tenant each warrant that they have had no dealings with any broker or agent other than **Landlord's Broker** in connection with this Amendment. Landlord shall pay a commission to Landlord's Broker pursuant to the terms set forth in a separate written agreement between Landlord and Landlord's Broker. Tenant covenants to pay, hold harmless, indemnify and defend Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent utilized by Tenant with respect to this Amendment or the negotiation thereof. Landlord commits to pay, hold harmless, indemnify and defend Tenant from and against any and all cost, expense or liability for any compensation, commission and charges claimed by any broker or agent utilized by Landlord with respect to this Amendment or the negotiation thereof.

8. Anti-Terrorism Statute Compliance. Tenant hereby represents and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving

or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Antiterrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism" "Prohibited Person" is defined as (1) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

9. Governing Law. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Georgia.

10. No Modification. This Amendment can be modified only in a writing signed by all parties, and the Lease can be modified only in a writing signed by Landlord and Tenant. The parties expressly agree that any oral modification to the Lease or this Amendment shall be of no force or effect. The party who is alleging modification shall have the duty to get written modification signed by all other necessary parties.

11. Counterparts. This Amendment may be executed in separate counterparts. It shall be fully effective when each party hereto has signed at least one counterpart, even though no one counterpart contains the signatures of all parties.

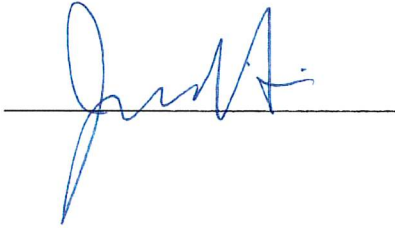
12. Ratification. All other terms, covenants and conditions of the Lease shall remain the same and continue in full force and effect, and shall be deemed unchanged, except as such terms, covenants and conditions of the Lease have been amended or modified by this Amendment, and this Amendment shall, by this reference, constitute a part of the Lease and its terms and conditions shall govern and control in the event of any conflict between the terms of the Lease before inclusion of this Amendment, and the terms and conditions of this Amendment.

[Signatures start on next page]

IN WITNESS WHEREOF, the undersigned have set forth their hands and seal as of the date set forth above.

LANDLORD

WITNESS OR ATTEST:



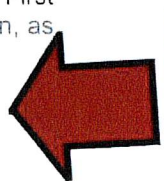
LANDLORD:

NNN Royal 400, LLC, NNN Royal 400 1, LLC, NNN Royal 400 2, LLC, NNN Royal 400 3, LLC, NNN Royal 400 4, LLC, NNN Royal 400 5, LLC, NNN Royal 400 6, LLC, NNN Royal 400 7, LLC, NNN Royal 400 8, LLC, NNN Royal 400 9, LLC, NNN Royal 400 10, LLC, NNN Royal 400 11, LLC, NNN Royal 400 12, LLC, NNN Royal 400 13, LLC, NNN Royal 400 15, LLC, NNN Royal 400 16, LLC, NNN Royal 400 17, LLC, NNN Royal 400 18, LLC, NNN Royal 400 19, LLC, NNN Royal 400 21, LLC, NNN Royal 400 22, LLC, NNN Royal 400 24, LLC, each one a Delaware limited liability company

By: FGG INC., dba Sperry Van Ness | First Guardian Group, a Delaware Corporation, as Asset Manager

By:  Paul Getty, President and CEO

Date _____



HERE

[Signatures continued on next page]

Signed, sealed and delivered this 9th day
of March, 2016
in the presence of:

Witness:

Gatkech John

Margaret L. Fox

Notary Public



APPROVED AS TO FORM

This 3rd day of March, 2016

Terry Brandon
Office of Fulton County Attorney

TENANT:

Fulton County, a political subdivision of the
State of Georgia

By: [Signature], Chairman
Fulton County Board of Commissioners
CHAIRMAN

Attest

[Signature]
Clerk of Commission
MARK MASSEY
CLERK TO THE COMMISSION
FOUNDED, 1857

ITEM # 16-0182 RM 3/2/2016
REGULAR MEETING

(Above Space Reserved for Recorder's Use)

After recording, please return to:
Kilpatrick Stockton LLP
301 South College Street, Suite 3500
Charlotte, North Carolina 28202-6001
Attention: _____, Esq

Loan No.: SB-2858568

3155 Royal Drive

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is dated as of the 29th day of December 2006, between Wachovia Bank, National Association, a national banking association ("Lender"), and Fulton County, a political subdivision of the State of Georgia ("Tenant") for the Fulton County Department of Health and Wellness.

RECITALS

A. Tenant is the tenant under a certain lease (the "Lease") dated September 21, 2005 with Triple Net Properties, LLC, a Virginia limited liability company ("Landlord") or its predecessor in interest, of premises described in the Lease (the "Premises") located in a certain office building known as Royal 400 located in Alpharetta, Fulton County, Georgia, and more particularly described in Exhibit A attached hereto and made a part hereof (such office building, including the Premises, is hereinafter referred to as the "Property").

B. This Agreement is being entered into in connection with a mortgage loan (the "Loan") being made by Lender to Landlord, to be secured by, among other things: (a) a first mortgage, deed of trust or deed to secure debt on and of the Property (the "Mortgage") to be recorded with the registry or clerk of the county in which the Property is located; and (b) a first assignment of leases and rents on the Property (the "Assignment of Leases and Rents") to be recorded. The Mortgage and the Assignment of Leases and Rents are hereinafter collectively referred to as the "Security Documents".

C. Tenant acknowledges that Lender will rely on this Agreement in making the Loan to Landlord.

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Security Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all amounts secured by the Security Documents from time to time. Said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.

2. Lender agrees that, if the Lender exercises any of its rights under the Security Documents, including an entry by Lender pursuant to the Mortgage or a foreclosure of the Mortgage, Lender shall not disturb Tenant's right of quiet possession of the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), or

(b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), or

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, or

(e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender, or

(f) bound by any surrender, termination, amendment or modification of the Lease made without the consent of Lender.

5. Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Mortgage shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the real estate of which the Premises are a part shall, insofar as they apply to Lender, be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

6. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Security Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of the Lease by reason of any default thereunder by Landlord, upon Lender's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to Lender or its designee or nominee a new lease of the Premises for the remainder of the term of the Lease upon all of the terms, covenants and conditions of the Lease. Lender shall have the right, without Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Security Documents.

7. Tenant hereby consents to the Assignment of Leases and Rents from Landlord to Lender in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease.

8. The Lease shall not be assigned by Tenant, modified, amended or terminated (except a termination that is permitted in the Lease without Landlord's consent) without Lender's prior written consent in each instance.

9. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return

receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant: Fulton County Government
Land Administrator
General Services Department - Land Division
141 Pryor Street, S.W.
Suite 8021
Atlanta, Georgia 30303

with a copy to: Fulton County Government
Office of the Director
Department of Health and Welfare
99 Jesse Hill Jr., Drive, S.E.
Atlanta, Georgia 30303

with a copy to: Fulton County Government
Office of the County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303

If to Lender: Wachovia Bank, National Association
201 South Tryon Street, Suite 130
PMB Box #4
Charlotte, North Carolina 28202
Attention: Contract Finance

with a copy to: Kilpatrick Stockton LLP
301 South College Street, Suite 3500
Charlotte, North Carolina 28202-6001
Attention: _____, Esq.

10. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.

11. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.

12. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

This Agreement shall be construed in accordance with the laws of the state of in which the Property is located.

The person executing this Agreement on behalf of Tenant is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

TENANT:

FULTON COUNTY

By: *J. Cavelle*
Name: JOHN C. CAVELLE
Title: LAND ADMINISTRATOR

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

LANDLORD:

TRIPLE NET PROPERTIES, LLC

By: _____(CORPORATE SEAL)

Name: _____

Title: _____

Witness the execution hereof as of the date first above written.

Signed, sealed and delivered in the presence of:

Bessie Hinton

Unofficial Witness

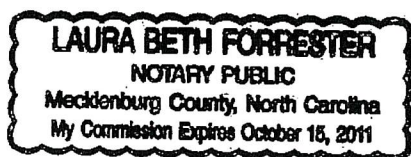
Laura Beth Forrester

Notary Public

My Commission Expires:

Oct. 15, 2011

(NOTARIAL SEAL)



LENDER:

WACHOVIA BANK,
NATIONAL ASSOCIATION

By: David Pike (BANK SEAL)

Name: David Pike

Title: Vice President

Exhibit A

Legal Description of Property

[To be attached]

Landlord: **HOLDER/ROYAL 400 I, LLC**

Tenant: **FULTON COUNTY**

Building: Royal 400 Business Park
3155 Royal Drive
Alpharetta, Georgia 30022

Date: September 21, 2005

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EXHIBITS

Exhibit "A "	Spec Plan
Exhibit "B"	Rules and Regulations
Exhibit "C"	Work Agreement
Exhibit "D"	Special Stipulations (if any) - NONE
Exhibit "E"	Subordination, Non-Disturbance and Attornment Agreement
Exhibit "F"	Tenant Estoppel Certificate
Addendum to Paragraph 2(d)	

LEASE

This Lease made and entered into this 21st day of September 2005, by and between **FULTON COUNTY**, a political subdivision of the State of Georgia (the "**Tenant**") and **HOLDER/ROYAL 400 I, LLC**, a Georgia limited liability company (the "**Landlord**") for the Fulton County Department of Health and Wellness.

W I T N E S S E T H:

Demise

Landlord does hereby lease, let and demise to Tenant and Tenant hereby leases and receives from Landlord those certain premises designated on the plan attached hereto as Exhibit "A" and made a part hereof, which premises comprise approximately fourteen thousand six hundred twenty-five (14,625) rentable square feet known as Suite No. 125 and are situated in that certain building located at 3155 Royal Drive, Alpharetta, Fulton County, Georgia 30022 (the "**Premises**") located in an office park called Royal 400, which includes certain easements that are appurtenant thereto (the "**Project**").

Such letting is upon and subject to the terms, covenants and conditions herein set forth and Tenant and Landlord covenant as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by them to be kept and performed and that this Lease is made upon the condition of such performance.

1.

Purpose

The Premises are to be used for the Health and Wellness Department's Office for Fulton County, and for no other purpose without the prior written consent of Landlord, as set forth herein.

2.

Term and Renewal Option

The term of this Lease shall be subject to the provisions of O.C.G.A. §36-60-13 and shall be for a period of ten (10) years from the earlier of (a) the day of Substantial Completion of the Premises as provided in Exhibit C attached hereto; or (b) the day Tenant first occupies any portion of the Premises (the "**Commencement Date**"), but in no event shall the Commencement Date be sooner than January 1, 2006, and ending at midnight on the tenth (10th) anniversary of the last day of the calendar month in which the Commencement Date occurs (the "**Term**").


Notwithstanding the Term and any other provision hereof, Landlord acknowledges that Tenant's continued occupancy of the Premises pursuant to the Lease will terminate annually at the


close of the calendar year in which this Lease is executed, and at the close of each succeeding year for which it may be renewed. The Lease shall automatically renew dependent on the availability and appropriation of funds by the Fulton County Board of Commissioners. Accordingly, in the event Tenant does not obtain availability and apportionment of funding for this Lease, and should the Tenant notify the Landlord on or before the first day of July each calendar year that this Lease shall not be renewed (the "**Early Termination Notice Date**"), the Lease shall not automatically renew and shall terminate on December 31st of that calendar year (the "**Early Termination Date**"). If no notice is received on or before July 1st of each calendar year, the Lease shall automatically renew until the last day of the following calendar year

(a) Failure of Tenant to exercise the right set forth herein on or before the Early Termination Notice Date of each calendar year shall constitute an automatic renewal until the last day of the following calendar year and waive the Tenant's right to Early Termination until the following calendar year.

(b) Tenant shall pay all amounts due and fully comply with all requirements of the Lease until the Early Termination Date.

(c) Tenant shall vacate the Premises and complete all Tenant duties under the Lease on or before the Early Termination Date. Failure to vacate the Premises or complete Tenant's obligations prior to the Lease Termination Date shall result in the imposition of the "Holding Over" provisions of Paragraph 8 of the Lease.

(d) In addition to all other requirements of the Lease, Tenant shall pay to Landlord the following amounts for Tenant's unamortized Tenant's improvements and commissions as shown on the addendum attached hereto and in consideration of the Early Termination Right granted herein: 

(y) all unamortized lease commissions from the Early Termination Date, assuming level amortization over a ten (10)-year Term; and (z) the Landlord's unamortized expenses for the Tenant Improvements from the Early Termination Date, assuming level amortization over a ten (10)-year period from the Commencement Date; the total of such amounts is set forth on the schedule attached hereto as Exhibit "G" and made a part hereof by reference. 

(e) Failure of Tenant to timely provide the notices or payments set forth herein shall render Tenant's Early Termination Right null and void, and the Lease will remain in full force and effect.

This Lease shall obligate the Tenant to pay only the sums payable or attributable to the Base Year, or, in the event the Early Termination Right has not been exercised by Tenant, for each successive calendar year.

In addition to the foregoing, Tenant shall have the option ("**Renewal Option**") to renew this Lease for one (1) renewal term of five (5) years ("**Renewal Term**") on all the same terms and conditions (including, without limitation, the continuation of the Tenant's Early Termination Right), except that Base Rent during the Renewal Term shall be equal to Fair Market Rent (as defined below). Tenant shall give notice to exercise the Renewal Option not less than one hundred and

twenty (120) days prior to the expiration of the original Term.

"Fair Market Rent" shall be determined based upon the annual rental rates then being charged by Landlord in the Project or Building or, if no such Landlord rate is available, in the office market sector of the area where the Building is situated for comparable space for leases commencing on or about the date of the commencement of the Renewal Term taking into consideration use, location and floor level of the applicable building, the location, quality and age of the building, leasehold improvements or allowances provided, rental concessions (such as abatements, lease assumptions or takeovers and moving expenses), the date that the particular rate under consideration, the extent of services provided thereunder, applicable distinctions between "gross" leases and "net" leases, base year figures and base leasing commissions and costs of the lease and other adjustments to the base rental and any other relevant term or condition in making such evaluation, including the benefit to Landlord of having the Premises immediately rent producing at the commencement of the Renewal Term. Landlord shall notify Tenant of the proposed Base Rent for the Renewal Term within twenty (20) days after receiving Tenant's notice exercising the renewal. Landlord and Tenant shall agree on the Base Rent within thirty (30) days after Landlord's notice, or at Tenant's option, to be exercised by Tenant within thirty (30) days after Landlord's notice to Tenant of the proposed Base Rent, either: (i) the Fair Market Rate shall be determined in accordance with Subsection 3 below; or (ii) this Lease shall automatically expire at the end of the stated Term. If a Renewal Option is exercised, the lease shall expire on the last day of the Renewal Term.

Tenant's notice requiring a determination in accordance with this Subsection (e) shall identify an appraiser selected by Tenant. Landlord shall give notice to the Tenant within fifteen (15) days after receipt of Tenant's notice identifying an appraiser selected by Landlord. If Landlord shall fail to give notice identifying an appraiser within the time provided, Landlord shall be deemed to have waived the right to identify an appraiser and the decision of the Tenant's appraiser shall control. If two appraisers are selected, they shall within fifteen (15) days after the selection of the second agree to a third appraiser. The three appraisers shall each, within thirty (30) days after the appointment of the third appraiser, simultaneously deliver to Landlord and Tenant their expert opinions of the Fair Market Rent in question. The Fair Market Rent shall be the average of the three appraisals unless one appraisal is more than ten percent (10%) greater or lesser than the average of the other two appraisals, in which case that appraisal shall be disregarded, and the average of the remaining appraisals shall be the Fair Market Rent. Each of Landlord and Tenant shall have the right within fifteen (15) days after the appointment of the third appraiser to submit written materials to the appraisers and the other party not in excess of fifteen (15) pages in length and may submit a reply of not more than five (5) pages within five (5) days after receipt of the other party's submission. There shall be no hearings or other contact between the Appraisers and the parties hereto. Each party shall pay the cost of the appraiser selected by it and one half of the cost of the third appraiser. All appraisers shall be disinterested and shall have the designation, MAI, SRA or equivalent and shall have not less than five (5) years' experience appraising lease rents in the business market wherein the Project is located. The appraisers may, but need not, present formal written appraisals supporting their opinion but shall in any event certify that the report was conducted in accordance with professional standards. The decision of this appraisal process shall be binding upon the parties and shall not be subject to appeal to a court or other body except based upon fraud.

Tenant shall have no right to a Renewal Option if, as of the date of exercise of the Renewal Option or the first day of the Renewal Term, an uncured Tenant Default exists hereunder. Tenant shall take the Premises "As Is" for the Renewal Term.

3.

Possession

If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. Under such circumstances, the rent provided for herein shall not commence until possession of the Premises are made available to Tenant, as determined by Landlord in its reasonable discretion, and no such failure to give possession on the Commencement Date shall affect the validity of this Lease or the obligations of Tenant hereunder, nor shall the same be construed to extend the Term. The Premises shall be deemed to be ready for Tenant's occupancy if only minor or insubstantial details of construction, decoration or mechanical adjustments remain to be done in the Premises or any part thereof by Landlord for the completion of its work, or if the delay in the availability of the Premises or any part thereof for occupancy shall be due to special work, changes, alterations, or additions required or made by Tenant in the layout or finishing of the Premises. The issuance of a temporary certificate of occupancy shall be conclusive that the Premises are ready for occupancy. It is further understood that within forty-eight (48) hours of the initial occupancy, the parties shall jointly inspect the Premises and prepare a "punch list" of incomplete items to be completed by Landlord within a reasonable time after occupancy.

4.

Base Rent

A. Except as otherwise provided herein, Tenant shall pay as initial Base Rent (the "Base Rent") to Landlord the following:

~~2006~~ Year 1. Two Hundred Nineteen Thousand Three Hundred Seventy Five Dollars and 00/100 (\$219,375.00) per annum in equal monthly installments of Eighteen Thousand Two Hundred Eighty One Dollars and 25/100 (\$18,281.25) (\$15.00/sf/per annum).

2007 Year 2. Two Hundred Twenty Five Thousand Nine Hundred Fifty Six Dollars and 25/100 (\$225,956.25) per annum in equal monthly installments of Eighteen Thousand Eight Hundred Twenty Nine Dollars and 69/100 (\$18,829.69) (\$15.45/sf/per annum).

Year 3. Two Hundred Thirty Two Thousand Six Hundred Eighty Three Dollars and 75/100 (\$232,683.75) per annum in equal monthly installments of Nineteen Thousand Three Hundred Ninety Dollars and 31/100 (\$19,390.31) (\$15.91/sf/per annum).

Year 4. Two Hundred Thirty Nine Thousand Seven Hundred Three Dollars and 75/100 (\$239,703.75) per annum in equal monthly installments of Nineteen Thousand Nine Hundred Seventy Five Dollars and 31/100 (\$19,975.31) (\$16.39/sf/per annum).

Year 5. Two Hundred Forty Six Thousand Eight Hundred Seventy Dollars and 00/100 (\$246,870.00) per annum in equal monthly installments of Twenty Thousand Five Hundred Seventy Two Dollars and 50/100 (\$20,572.50) (\$16.88/sf/per annum).

Year 6. Two Hundred Fifty Four Thousand Three Hundred Twenty Eight Dollars and 20/100 (\$254,328.75) per annum in equal monthly installments of Twenty One Thousand One Hundred Ninety Four Dollars and 06/100 (\$21,194.06) (\$17.39/sf/per annum).

Year 7. Two Hundred Sixty One Thousand Nine Hundred Thirty Three Dollars and 75/100 (\$261,933.75) per annum in equal monthly installments of Twenty One Thousand Eight Hundred Twenty Seven Dollars and 81/100 (\$21,827.81) (\$17.91/sf/per annum).

Year 8. Two Hundred Sixty Nine Thousand Eight Hundred Thirty One Dollars and 25/100 (\$269,831.25) per annum in equal monthly installments of Twenty Two Thousand Four Hundred Eighty Five Dollars and 94/100 (\$22,485.94) (\$18.45/sf/per annum).

Year 9. Two Hundred Seventy Seven Thousand Eight Hundred Seventy Five Dollars and 00/100 (\$277,875.00) per annum in equal monthly installments of Twenty Three Thousand One Hundred Fifty Six Dollars and 25/100 (\$23,156.25) (\$19.00/sf/per annum).

Year 10. Two Hundred Eighty Six Thousand Two Hundred Eleven Dollars and 25/100 (\$286,211.25) per annum in equal monthly installments of Twenty Three Thousand Eight Hundred Fifty Dollars and 94/100 (\$23,850.94) (\$19.57/sf/per annum).

In addition to the foregoing amounts, commencing on the first day of Year 2 and continuing through the remainder of the Term, Tenant shall pay \$926.25 per month representing amortization of the additional tenant improvement allowance of \$4.00/square foot granted pursuant to Exhibit C. ✓

Said sums are payable in advance on the first day of the first full calendar month and on the first day of each calendar month thereafter during the Term and at the same rate for fractions of a month if the Term shall begin on any day except the first day or shall end on any day except the last day of a calendar month.

B. Any rent (whether Base Rent, estimated payment to apply to Tenant's Proportionate Share or adjustment to rent) or other amount due from Tenant to Landlord under this Lease not paid when due shall bear interest from the date due until the date paid at the annual rate of Two Percent (2%) above the prime rate charged by Bank of America, N.A. (also called the Corporate Base Rate by said Bank) on ninety (90) day commercial loans to its largest customers from time to time during such period (the "Late Fee"). If the prime rate is no longer used by said Bank or it is not feasible to use the prime rate to calculate the interest rate charged herein, Landlord may use such other comparable index as it may choose as mutually agreed between the parties. The payment of the Late Fee or any other time concession permitted hereunder shall not excuse nor cure any default by Tenant under this Lease. The covenants herein to pay rent (whether Base Rent, estimated payment to apply to Tenant's Proportionate Share or adjustment to rent) shall be independent of any other covenant set forth in this Lease.

C. Base Rent and all of the rent provided herein shall be paid without deduction or off-set in lawful money of the United States of America payable to **Royal 400 I, LLC, 3333 Riverwood Pkwy., Suite 500, Atlanta, GA 30339**, or as designated from time to time by written notice from Landlord. Landlord's Management Agent has full and complete authority to act on behalf of Landlord in connection with all dealings with Tenant, provided however, that the Management Agent shall not have the power to amend or modify the terms of the within Lease.

5.

Base Rent Adjustment Formula

A. Base Rent shall be subject to adjustment as hereinafter set forth in this Section 6 and in Section 7. Tenant shall pay to Landlord as additional rent and as an adjustment to Base Rent for each year or any prorated part of each year, an amount equal to Tenant's Proportionate Share of the difference between (i) Taxes, Common Area Operating Costs and Tenant Operating and Maintenance Expense and Extra Services for the Comparison Year in question and; (ii) \$223,167.90 (\$4.85/square foot x 46,014 square feet). Notwithstanding the foregoing, Landlord agrees that it shall not increase any expense that it can control (the "**Controllable Expenses**") that is a component of Common Area Operating Expenses or Tenant Operating and Maintenance Expenses by more than five percent (5%) per annum of the Controllable Costs for the immediately preceding calendar year, calculated on a cumulative basis, except that Landlord may add expense "line items" which may have not been incurred in prior years if they are reasonable and customary or increase services to the Building. Landlord shall separately compute those items over which Landlord has no control, including, but not limited to taxes, insurance costs, energy and utility costs (including, without limitation, electricity, sewer and water), costs subject to increase by governmental requirements, easement maintenance expenses, repairs and replacements such as, but not limited to landscape replacement, repairs and maintenance such as seal-coating, stripping and re-striping, but not replacement) of the parking lot, repairs and maintenance (but not replacement) of the roof, and owner's association fees. Landlord and Tenant agree that there will be no limitation on Tenant's obligation hereunder for increases over which Landlord has no control (including non-recurring expenses).

B. All adjustments to Base Rent shall be paid by Tenant and prorated as of the Commencement Date through the expiration date of the Term.

C. Any delay or failure of Landlord, beyond the adjustment date of any year, if any, in computing or billing for the rent adjustments hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such rent adjustments hereunder. Notwithstanding any expiration or termination of this Lease, Tenant's obligation to pay rent as adjusted hereunder shall continue and shall cover all periods up to the expiration of this Lease, and shall survive any expiration or termination of this Lease.

Base Rent Adjustment Payment

On or before the thirtieth day of April of each calendar year after the Base Year, Landlord shall furnish to Tenant a written statement showing in reasonable detail the basis of rental adjustment due from Tenant for the next calendar year, which shall be Landlord's best reasonable estimate of the amount Tenant shall pay to Landlord as additional rent for the amount, if any, equal to the sum by which Tenant's Proportionate Share of Common Area Operating Costs, Tenant Operating and Maintenance Expenses and Taxes exceed such sums for the Base Year (the "**Net Rental Adjustment**"). Base Rent for the following calendar year shall be increased by one-twelfth (1/12th) of the Net Rental Adjustment.

In the event that any calculation of Net Rental Adjustment performed as above indicates that the total rent paid by Tenant during the preceding calendar year exceeded the aggregate rental actually calculated as payable by Tenant for such calendar year Landlord shall apply such excess to any amounts of Base Rent and additional rent next falling due under this Lease as long as Tenant is not then in default under any of the terms and provisions of this Lease. In the event that any calculation of Net Rental Adjustment performed as above indicates that the total rent paid by Tenant during the preceding calendar year was less than the aggregate rental amount actually calculated as payable by Tenant for each calendar year, Tenant shall pay to Landlord the remaining amount within thirty (30) days of the receipt of a statement therefor.

The annual determination and statement of rent adjustments shall be prepared in accordance with standard accounting principles uniformly applied. In the event of any dispute as to any additional rent due hereunder, Tenant shall have the right to inspect Landlord's accounting records relative to rent adjustment items at Landlord's accounting office during normal business hours at any time within thirty (30) days following the furnishing by Landlord to Tenant of such statement.

In no event shall any rent adjustment result in a decrease of the Base Rent as set forth in Section 5 hereof.

In the event of the termination of this Lease by expiration of the stated Term or for any other cause or reason whatsoever prior to the determination of rental adjustment as hereinabove set forth, Tenant's agreement to pay additional rental up to the time of termination shall survive the expiration or termination of the Lease.

If the last year of the Term of this Lease ends on any day other than the last day of December, any payment due to Tenant by reason of decrease in the Common Area Operating Costs or any payment due to Landlord by reason of any increase in the Common Area Operating Costs shall be prorated on the basis of which the number of days in such partial year bears to three hundred sixty-five (365).

If less than 100% of the Building is leased in any Comparison Year, then the amounts of the Common Area Operating Costs and Tenant Operating and Maintenance Expenses shall be

increased to reflect the amount of such costs and expenses that would have been incurred had the Building been 100% occupied at all times during such Comparison Year, as reasonably estimated by Landlord.

In addition to other sums payable by Tenant hereunder, Tenant shall reimburse Landlord, within thirty (30) days after the receipt of an invoice therefor, for the cost of all electricity consumed in connection with Tenant's operations in the Premises. The amount of electricity consumed shall be measured by a submeter installed by Landlord (with the cost of such installation being included in Total Improvement Costs pursuant to the terms of Exhibit C).

7.

Holding Over

Should Tenant hold over after the termination of this Lease, by lapse of time or otherwise, Tenant shall become a tenant from month to month only upon each and all of the terms herein provided as may be applicable to such month to month tenancy and any such holding over shall not constitute an extension of this Lease; provided, however, during such holding over, Tenant shall pay Base Rent (as adjusted herein) at 125% of the rate payable for the month immediately preceding said holding over and, in addition, Tenant shall pay Landlord any direct or consequential damages sustained by reason of Tenant's holding over, if such holding over extends beyond thirty (30) days. The provisions of this paragraph do not exclude Landlord's rights of re-entry or any other right hereunder.

8.

Building Service

A. Landlord shall maintain the roof, the structural parts of the Building, and all outside walls. Landlord shall perform all such repairs, maintenance and services comprising the Tenant Operating & Maintenance Expenses (including, without limiting the generality of the foregoing, janitorial and cleaning services, pest control and similar services) in a manner consistent with the manner in which comparable buildings in the marketplace are operated. Notwithstanding the foregoing, Landlord shall not be required to perform any security services for Tenant. Structural repairs or improvements shall be made only if Landlord has been notified of the need for repair, and are reasonably necessary for safety. Landlord shall have no responsibility to perform any maintenance or repair necessitated by any negligent or willful act or omission of Tenant, its employees, agents, contractors or for any repair caused by theft, vandalism, riot or act of any third party unless caused by any willful and wanton conduct or material act of negligence of Landlord. Landlord shall maintain and keep lighted the exterior common areas of the Building for such hours and in such a manner as is determined by Landlord. Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of rent or other monetary amount by reason of Landlord's failure to furnish any of the foregoing, nor shall such failure constitute an eviction, if such failure is caused by accident, breakage, repairs, energy shortages or restriction, strikes, lockouts, or other labor disturbances or labor disputes of any character, riots, civil disturbance or

by any other cause, similar or dissimilar, beyond the reasonable control of Landlord. Landlord shall not be liable for loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing.

B. Neither Landlord nor Landlord's Affiliates (as defined in Section 9 hereof), nor any utility provider, company, firm or individual, operating, maintaining, managing or supervising the plant or facilities furnishing the services included in Landlord's Common Area Operating Costs, Tenant Operating & Maintenance Expenses, Extra Services or with respect to any other building services or repairs conducted by Landlord, whether at the request of Tenant or otherwise, nor any of their respective agents, or employees, shall be liable to Tenant, or any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damages, injuries, losses, expenses, claims or causes of action, because of any interruption, discontinuance or delay at any time for any reason in the furnishing of any of such services, repairs or maintenance or any other service, repair, or maintenance to be furnished or provided by Landlord as set forth herein.

C. The Landlord shall provide the Tenant, and the Tenant shall provide the Landlord with emergency contact information, which shall include a designated individual or company who shall be available twenty-four (24) hours per day/seven (7) days per week to respond to and address any emergency that may arise at the Premises. This information shall be made a part of the Lease.

9.

Condition of the Premises

Subject to "punch lists" referred to in Section 3 hereof, by taking possession of the Premises, Tenant shall be deemed to have agreed that the Premises were as of the date of taking possession, in good order, repair and condition. No promises of Landlord to alter, remodel, decorate, clean or improve the Premises, the Building or the Project and no representation or warranty, expressed or implied, respecting the condition of the Premises, the Building or the Project has been made by Landlord or its mortgagees, beneficiaries, officers, directors, servants, agents, successors, assigns, employees, subsidiaries or entities related to Landlord (hereinafter collectively referred to as "Landlord's Affiliates") to Tenant, unless the same is contained herein or made a part hereof. Tenant acknowledges that it has conducted its own investigation of the zoning, licensing and general business regulations applicable to the Premises, the Building, and the Project and deems itself satisfied that the business to be conducted on the Premises is within the zoning, licensing and other regulations, no representation or promise having been made as to the suitability for a particular purpose by Landlord or Landlord's Affiliates.

As of the Commencement Date, the Premises, the Building and the Project will fully comply with all Environmental Requirements and all Governmental Rules and Insurance Requirements applicable thereto, including without limitation the Americans With Disabilities Act. Except for actions or conditions caused by Tenant's particular use or occupancy of the Premises, if it is determined at any time during the term of this Lease that the Premises, the Building or the

Project did not fully comply with all Environmental Requirements, Government Rules and Insurance Requirements as of the Commencement Date, Landlord at its own expense (and not as a Common Area Operating Cost) shall take such action as may be necessary to bring the Premises, the Building and the Project into full compliance therewith within a reasonable time following discovery of the non-compliance. After the Commencement Date, Tenant shall be responsible for any alteration, repair, improvement or requirement of whatever kind or nature of any Environmental Requirement, Governmental Rule or Insurance Requirement (including, without limitation, the Americans with Disabilities Act) that arises from or is related to Tenant's specific use of the Premises other than a general requirement applicable to a general office use.

Tenant shall, at its own expense, keep the Premises in good repair and tenantable condition and shall promptly and adequately repair all damages to the Premises, the Building, and the Project caused by Tenant or any of its employees and agents under the supervision and with the approval of Landlord, subject to the conditions of Section 12 herein, and within a reasonable period of time as specified by Landlord, loss by normal wear and tear, fire and other casualty excepted. If Tenant does not do so promptly and adequately, Landlord may, but need not, make such repairs and Tenant shall pay Landlord immediately upon request by Landlord. Tenant shall be responsible for any extra cost or expense incurred by Landlord beyond normal Common Area Operating Expenses in the Project or in comparable commercial office buildings caused by Tenant or any of its employees or agents or arising from or related to Tenant's occupancy of the Premises.

10.

Uses Prohibited

Tenant shall not use, or permit the Premises or any part thereof to be used, for any purpose or purposes other than as specified in Section 1 of this Lease. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Premises, the Building or the Project, or cause a cancellation of any insurance policy covering the Premises, the Building or the Project, or any part thereof, nor shall Tenant sell, or permit to be kept, used or sold, in or about the Premises, any article which may be prohibited by the insurance policies for the Project or any association relating to the Project. Tenant shall not commit or suffer to be committed, any waste upon the Premises, the Building or the Project, or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Premises, the Building or Project, nor, without limiting the generality of the foregoing, shall Tenant allow, unlawful or objectionable purpose. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, Environmental Requirements and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's Improvements or acts (the "**Governmental Rules and Insurance Requirements**"). Notwithstanding any other provision in this Lease, Tenant shall under no circumstances cause or allow to be installed any underground storage tank on the Premises, the Building, or the Project.

Tenant agrees that it will not violate any Environmental Requirements, Governmental Rules and Insurance Requirements, or cause or permit any Hazardous Substances to be present, generated, treated, stored, released, used or disposed of in, on, at or under the Premises, the Building, or the Project. Notwithstanding the foregoing, Tenant may, upon the written consent of Landlord (which may be granted or withheld in Landlord's sole discretion) and solely as an incident to its business operations, use certain materials and substances which may contain Hazardous Substances provided that same are of a type and in the quantities customarily found or used in similar office environments, such as packaging materials, commercial cleaning fluids, photocopier fluids and similar substances and further provided that all such use is in total compliance with all Environmental Requirements or Governmental Rules and Insurance Requirements.

Tenant, on its own behalf and on behalf of its successors and assigns, hereby releases and forever discharges Landlord and Landlord's Affiliates, both in their capacities as corporate representatives and as individuals, from any and all Losses, whether now or hereafter claimed or known, which Tenant now has or may have in the future against the Landlord arising from or relating in any way to releases or threatened releases of Hazardous Substances, pollutants or contaminants (including but not limited to those relevant to the Comprehensive Environmental Response, Compensation and Liability Act), which may occur as a result of Tenant's activities on the Premises, the Building, or the Project, or which arise from Tenant's failure or alleged failure to comply with any Environmental Requirements or Governmental Rules and Insurance Requirements.

11.

Compliance with Law

Landlord represents that, as of the Commencement Date, to the best of its knowledge, information and belief, the Building and Premises are free of hazardous Substances (except as permitted by law), and are in compliance with all Environmental Requirements or Governmental Rules and Insurance Requirements.

Tenant shall not use the Premises, the Building, or the Project, or permit anything to be done in or about the Premises, the Building, or the Project, which in any way conflict with any law, statute, ordinance, Environmental Requirements or Governmental Rules and Insurance Requirements now in force or which may hereafter be enacted or promulgated. If requested in writing, the Tenant shall certify in writing, on each anniversary of the Commencement Date of this Lease, that it has complied with all Environmental Requirements and Governmental Rules and Insurance Requirements for the preceding year. As between Landlord and Tenant, Tenant shall be solely and exclusively responsible for complying with any Environmental Requirements and Governmental Rules and Insurance Requirements that may be applicable to the "owner" and/or "operator" of the Premises or facilities thereon. With respect to the foregoing, only a ruling of any applicable administrative agency or governmental body charged with the interpretation or enforcement as Governmental Rules and Insurance Requirements; the admission of Tenant in an

action against Tenant whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance, Environmental Requirements or Governmental Rules and Insurance Requirements shall be conclusive of that fact as between Landlord and Tenant.

12.

Alterations and Repairs

Tenant may make any repairs or improvements that are cosmetic without Landlord's prior consent, but with written notice of Tenant's intention to make an improvement or a repair, if such repairs or improvements: (i) to the extent they are exclusively for paint or carpet, Tenant has given Landlord notice fourteen (14) days prior to installation of the color, manufacturer and specifications; (ii) cost less than \$2,500.00; (iii) do not involve any roof or wall penetration or structural change; (iv) comply with all Governmental Rules and Insurance Requirements; and (v) are removed, repaired or returned to original design any such alterations made without Landlord's consent hereunder, if requested by Landlord at Lease termination

Tenant shall keep the Premises in good condition and repair, normal wear and tear and loss by fire and other casualty excepted. Tenant shall not do any painting or decorating, or erect any partitions, make any alterations in or additions, changes or repairs to the Premises without Landlord's prior written approval in each and every instance, such consent not to be unreasonably withheld. Unless work performed by Tenant shall be approved in advance by Landlord in writing, all such work shall be performed either by or under the direction of Landlord, but at the cost of Tenant. During the Term, no work shall be performed by or under the direction of Tenant without the express written consent of Landlord. Unless otherwise provided by written agreement, all alterations, improvements, and changes shall remain upon and be surrendered with the Premises, excepting however that at Landlord's option, Tenant shall, at its expense, when surrendering the Premises, remove from the Premises, the Building and the Project all such alterations, improvements, and changes and further provided that Tenant may remove any trade fixtures provided the Premises are restored to a condition reasonably satisfactory to Landlord. If Tenant does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements after request to do so by Landlord, Landlord may remove the same and Tenant shall pay the cost of such removal to Landlord upon demand. Any mechanic's lien filed against the Premises, the Building or the Project for work claimed to have been furnished to Tenant shall be discharged of record by Tenant within ten (10) days thereafter, at Tenant's expense, provided however Tenant shall have the right to contest any such lien on the posting of reasonably sufficient security.

Tenant shall, at the termination or expiration of this Lease or upon Tenant's abandonment of the Premises, (i) surrender the Premises to Landlord in as good condition and repair as reasonable and proper use thereof will permit, loss by normal wear and tear, fire or other casualty excepted; (ii) at its sole expense, remove any equipment, fixtures or inventory requested by Landlord; (iii) clean up or remove any existing contamination in compliance with all Environmental Requirements; and (iv) leave the Premises totally free of any Hazardous Substances.

13.

Abandonment of Personal Property

During the Term, if Tenant shall abandon, surrender, vacate at the end of the Term be dispossessed by process of law, or otherwise become obligated to turn over the Premises to Landlord, any personal property belonging to Tenant and left on the Premises shall be deemed abandoned and become the property of Landlord or may be removed by Landlord at Tenant's cost and expense, at the option and sole discretion of Landlord.

14.

Assignment and Subletting

Tenant shall not assign this Lease, or any interest therein, including assignments or transfers by operation of law, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed as set forth herein.

The following shall be deemed an assignment for purposes of this Lease: (1) If Tenant is a corporation or limited liability company, limited liability partnership or similar entity created or existing under Georgia law, the sale or transfer of a material portion of the assets of Tenant, or the merger, consolidation or reorganization of Tenant; (2) If Tenant is a partnership, the sale, transfer or other disposition of an interest in the partnership including the merger, consolidation or reorganization of any general partner therein; and (3) If Tenant is a Governmental Agency or political subdivision, any proposed change of use of the Premises shall be deemed an assignment subject to the provisions of this Lease.

Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than sixty (60) days after the date of Tenant's notice) to assign or to sublet or to change the use of all or any such part or all of the Premises for the balance or any part of the Term, and, in such event Landlord shall have the right, to be exercised by giving written notice to Tenant thirty (30) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice and such recapture notice shall, if given, cancel and terminate this Lease with respect to the space therein described as of the date stated in Tenant's notice. Tenant's said notice shall state the name and address of the proposed subtenant and the proposed use, with and a true and complete copy of the proposed sublease shall be delivered to Landlord with said notice. If Tenant's notice shall cover all of the space hereby demised and if Landlord shall give the aforesaid recapture notice with respect thereto, the Term shall expire and end on the date stated in Tenant's notice as fully and completely as if that date had been herein definitely fixed for the expiration of the Term. If, however, this Lease be canceled pursuant to the foregoing with respect to less than the entire Premises, the rental and the escalation percentages herein reserved shall be adjusted on the basis of the number of square feet retained by Tenant in proportion to the rent and

escalation percentages reserved in this Lease, and this Lease as so amended shall continue thereafter in full force and effect. If Landlord, upon receiving Tenant's said notice with respect to any such space, shall not exercise its right to cancel as aforesaid, Landlord will not unreasonably withhold its consent to Tenant's assigning or subletting or change of use for the space covered by its notice, provided: (i) at the time thereof Tenant is not in default under this Lease; (ii) Landlord, in its sole discretion reasonably exercised, determines that the reputation, business, proposed use of the Premises, the Building, or the Project, compliance or prospective compliance with Environmental Requirements and Governmental Rules and Insurance Requirements, and financial responsibility of the proposed sublessee or occupant, as the case may be, of the Premises are satisfactory to Landlord; (iii) any assignee or subtenant shall expressly assume all the obligations of this Lease on Tenant's part to be performed; (iv) such consent if given shall not release Tenant of any of its obligations (including, without limitation, its obligation to pay rent) under this Lease; (v) Tenant agrees specifically to pay over to Landlord, as additional rent, all sums received by Tenant under the terms and conditions to such assignment or sublease, which are in excess of the amounts otherwise required to be paid pursuant to the Lease; and (vi) a consent to one assignment, subletting, occupation or use shall be limited to such particular assignment, sublease, occupation or use and shall not be deemed to constitute Landlord's consent to an assignment or sublease to or occupation by another person. Any such assignment or subletting or change of use without such consent shall be void and shall, at the option of Landlord, constitute a default under this Lease.

15.

Signs

Tenant shall not place or affix any exterior or interior signs visible from the outside of the Premises (except as shown in Exhibit "C", if any). In addition to any other signage permitted hereunder, Tenant is entitled to one "slot" on the monument sign serving the Building. Tenant shall also be provided County and Department logos on the front door of the Premises, subject to Landlord's approval. The cost of all signs provided pursuant to this provision shall constitute a portion of the Total Improvement Costs (as defined in Exhibit C hereto).

For purposes of this Lease, "signs" shall include all signs, designs, monuments, logos, banners, projected images, pennants, decals, advertisements, pictures, notices, lettering, numerals, graphics or decorations.

Damage to Property, Injury to Persons, Insurance

Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, to the extent permitted by Law, hereby waives all claims, except claims caused by or resulting from the material non-performance of Landlord's obligations hereunder after notice to Landlord or the negligence of Landlord or Landlord's Affiliates which Tenant or Tenant's successor or assigns may have against Landlord or Landlord's Affiliates for loss, theft or damage to the property and for injuries to persons in, upon or about the Premises, the Building or the Project from any cause whatsoever. Neither Landlord nor Landlord's Affiliates shall be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Project, the Building or the Premises or by any owner or occupant of adjoining or contiguous property. Tenant agrees to pay for all damage to the Project, the Building or the Premises, as well as all damage to tenants or occupants thereof caused by Tenant's misuse or neglect of the Premises, the Building, or the Project, its apparatus or appurtenance, or caused by any contractor, agent or employees of Tenant.

Notwithstanding the foregoing provisions, neither Landlord nor Tenant shall be liable to one another for any loss, damage or injury caused by its act or neglect to the extent that the other party has recovered the amount of such loss, damage or injury from insurance and the insurance company is bound by this waiver of liability.

Particularly, but not in limitation of the foregoing paragraph, all property belonging to Tenant or any occupant of the Premises that is in the Project, the Building or the Premises shall be there at the risk of Tenant or other person only, and except for any willful and wanton conduct or negligence of Landlord, Landlord or Landlord's Affiliates shall not be liable for: damage to, theft of or misappropriation of such property; nor for any damage to property entrusted to Landlord or Landlord's Affiliates, if any; nor for the loss of or damage to any property by theft or any means whatsoever, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, snow, water or rain which may leak from any part of the Premises, the Building or the Project from pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness or any other cause whatsoever; nor for interference with the light or other incorporeal hereditaments, nor for any latent defect in the Premises, the Building or the Project. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises, the Building or the Project and of defects therein or in the fixtures or equipment.

In case any action or proceeding be brought against Landlord by reason of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or of its agent or employees, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord, but in no event shall this provision extend to any negligent conduct or act of negligence of Landlord.

Tenant shall maintain in full force and effect during the term of this Lease (including any period prior to the beginning of the Term during which Tenant has taken possession and including also any period of extension of the Term in which Tenant obtains possession), in responsible companies approved by Landlord (i) special causes of loss coverage insurance covering all Tenant's property in, on or about the Project, the Building and the Premises, with full waiver of subrogation rights against Landlord in an amount equal to the full replacement cost of such property; and (ii) a Public Entity Insurance Policy including products and completed operations insuring Tenant against all claims, demands or action for bodily injury and property damage with limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS each occurrence and FIVE MILLION (\$5,000,000.00) DOLLARS in the aggregate. All liability policies shall cover the entire Project, the Building and the Premises. Landlord shall maintain in full force and effect during the term of this Lease special causes of loss coverage insurance for the full replacement cost of the Project, the Building and the Premises, the premium for which shall be included in the Common Area Operating Costs.

All such policies shall name Landlord, any mortgagees of Landlord, and all other parties designated by Landlord as additional parties insured. All insurance policies shall indicate that at least thirty (30) days prior written notice shall be delivered to all additional parties insured by the insurer prior to termination or cancellation of such insurance and Tenant shall provide Certificates of Insurance, not less than ten (10) days prior to the Commencement Date, evidencing the aforesaid coverage to all insured parties. Failure of Tenant to provide the insurance coverage set forth in subparagraphs (ii) and (iii) in the immediately preceding paragraph shall entitle Landlord to either (a) treat said failure as a default and/or (b) obtain such insurance and charge Tenant the premiums therefor plus interest thereon as additional rent.

17.

Damage or Destruction

In the event the Premises, the Building or the Project are damaged by fire or other insured casualty, and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deeds of trust covering the Premises, the Building or the Project, the damage shall be repaired by and at the expense of Landlord to the extent of such insurance proceeds available therefor, provided such repairs can, in Landlord's reasonable opinion, be made within one hundred twenty (120) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the Premises that is unusable by Tenant in the conduct of its business. If it is mutually agreed between Landlord and Tenant repairs cannot be made within one hundred twenty (120) days, Landlord may at its option offer to make the repairs within a reasonable time and this Lease shall continue in effect on terms agreed to by Tenant. In the case of repairs, which in Landlord's opinion cannot be made within one hundred twenty (120) days, Landlord shall notify Tenant within thirty (30) days of the date of occurrence of such damage as to whether or not Landlord elects to make such repairs and if no such notice is given, Landlord shall be deemed to have elected to make such repairs. If Landlord elects not to make such repairs which cannot be made within one hundred twenty (120) days of notice, then either party may, by written notice to

the other, cancel this Lease as of the date of the occurrence of such damage. Except as provided in this Section, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business or property arising from any such fire or other casualty or from the making or not making of any repairs, alterations or improvements in or to any portion of the Project, the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant understands that Landlord will not carry insurance of any kind on Tenant's furniture or furnishings or on any fixtures or equipment removable by Tenant under the provisions of this Lease and that Landlord shall not be obliged to repair any damage thereto or replace the same. Landlord shall not be required to repair any injury or damage caused by fire or other cause, or to make any repairs or replacements to or of improvements installed in the Premises by or for Tenant, except for tenant improvements installed by Landlord prior to the Commencement Date.

18.

Entry by Landlord

Landlord and Landlord's Affiliates shall have the right to enter the Premises, at reasonable hours provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations and that prior notice is given (and without notice if Landlord reasonably believes it is responding to an emergency situation that could cause damage or injury to person or property), for the purpose of examining or inspecting the same, and to supply other services to be provided by Landlord to Tenant hereunder, to show the Premises to prospective purchasers or tenants of the Project, Building or Premises and make such alterations, repairs, improvements, or additions, whether structural or otherwise, to the Premises, Building or the Project as Landlord may deem necessary or desirable. Landlord may enter by means of a master key without liability to Tenant except for any failure to exercise due care for Tenant's property and without affecting this Lease. Landlord shall use reasonable efforts on any such entry not to unreasonably interrupt or interfere with Tenant's use and occupancy of the Premises.

Landlord shall have reasonable access to the Premises to inspect the same to confirm (but Landlord is not required to confirm), that the Tenant is using the Premises in accordance with all Environmental Requirements and Governmental Rules and Insurance Requirements. Landlord may, but is not required to, have the Premises inspected by such agents as it may select in its sole discretion, and at Tenant's expense, conduct such testing and analysis as is necessary to ascertain whether the Tenant is using the Premises in compliance with all Environmental Requirements and Governmental Rules and Insurance Requirements; provided, however, that nothing contained in this Lease to the contrary shall relieve Tenant of its responsibility, liability and duty under this Lease for total compliance with all Environmental Requirements, Governmental Rules and Insurance Requirements, and to maintain the absence of Hazardous Substances.

In addition, Landlord or Landlord's Affiliates shall have the right to enter upon the Premises in the case of an emergency, including but not limited to fire, hurricane, tornado and other natural or man-made disasters.

19.

Insolvency or Bankruptcy

(Not applicable)

20.

Default

The following shall be deemed to be events of default by Tenant under this Lease:

(A) Tenant defaults for more than ten (10) business days after written notice of default after the due date for the payment of any monetary amounts, whether Base Rent, Tenant's Proportionate Share of Taxes, Tenant's Proportionate Share of Common Area Operating Costs, Tenant Operating & Maintenance Expenses, Extra Services, additional rent, or any other sum required to be paid hereunder, or any part thereof; or

(B) Tenant defaults in the prompt and full performance of any other (i.e. other than payment of rent or any other sum) covenant, agreement or condition of this Lease and such other default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant (unless such other default involves a violation of any Environmental Requirements, presence of a Hazardous Substance, or violation of any Governmental Rules and Insurance Requirements, in which event it shall be cured no later than thirty (30) days after notice thereof); or

(C) Tenant or any guarantor of Tenant's obligations under this Lease shall transfer a material portion of its assets or make an assignment for the benefit of creditors; or

(D) If Tenant or any guarantor of Tenant's obligations shall become insolvent or bankrupt, then in any such event, Landlord, besides other rights or remedies it may have, shall have the right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in any other place in the Project in which the Premises are situated, or in any other place, for the account of and at the expense and at the risk of Tenant; or

(E) A receiver or trustee shall be appointed for the Tenant or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease; or

(F) Tenant shall abandon, desert, vacate, or surrender all or any portion of the Premises, prior to the end of the Term, without paying any costs to protect the Premises or without maintaining the continuous operation of all systems, services, utilities, or other items necessary to prevent damage or deterioration to the Building or the Premises beyond normal wear and tear.

(G) If Tenant's assets, property or effects shall be levied upon or attached under any process against Tenant not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; or

(H) Tenant shall do or permit to be done anything which creates a lien on the Premises, the Building, or the Project; or

(I) Tenant shall breach or fail to comply with any of the Rules and Regulations pursuant to Exhibit "B", such breach or failure to continue for more than thirty (30) days after written notice thereof from Landlord; or

(J) Tenant shall violate any law, statute, rule, any Environmental Requirements or any Governmental Rules and Insurance Requirements after notice and reasonable opportunity to cure; or

All of the above individually or collectively constituting an "Event of Default".

Upon the occurrence of an Event of Default, Landlord may re-enter the Premises, terminate the Lease or Tenant's right of possession without terminating the Lease and exercise all rights and remedies pursuant to applicable law.

Tenant hereby waives all claims for damage which may be caused by the re-entry of Landlord and taking possession of the Premises or removing or storing the furniture and property as herein provided, and will save Landlord harmless from any loss, costs or damages occasioned Landlord thereby, and no such re-entry shall be considered or construed to be a forcible entry.

If the parties fail to comply with any Environmental Requirements or Governmental Rules and Insurance Requirements, either party may, at its election, terminate the Lease, or may enter the Premises and take necessary measures to insure compliance with any Environmental Requirements or Governmental Rules and Insurance Requirements at the party's expense. Notwithstanding any provision of this Lease, the parties reserve all rights they may have, and any remedies set forth in this Lease shall be in addition to those which they may be able to pursue under any Environmental Requirements or Governmental Rules and Insurance Requirements.

Should Landlord elect to re-enter, as herein provided, or should Landlord take possession, pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or Landlord may from time to time, without terminating this Lease, re-let the Premises or any part thereof for such terms and at such rental or rentals and upon such other terms and conditions as Landlord at its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises.

Landlord may elect to apply rentals received by it: (i) to the payment of any indebtedness; (ii) to the payment of any cost of any re-letting of the Premises including but not limited to any broker's commissions or fees in connection therewith; (iii) to the payment of the cost of any alterations and repairs to the Premises; (iv) to the payment of rent due and unpaid hereunder; and,

(v) the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such re-letting after application by Landlord to the payments described in foregoing clauses (i) through (v) during any month be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall promptly pay such deficiency to Landlord.

No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of same is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Nothing herein contained shall limit or prejudice the right of Landlord to provide for and obtain as damages by reason of any such termination of this Lease or of possession an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such termination takes place, whether or not such amount be greater, equal to or less than the amounts of damages which Landlord may elect to receive as set forth above.

21.

Rules and Regulations

The rules and regulations attached hereto and made Exhibit "B", as well as such rules and regulations as may be hereafter adopted by Landlord for the safety, care and cleanliness of the Premises, Building and Project and the preservation of good order thereon, are hereby expressly made a part hereof, and Tenant agrees to obey all such rules and regulations and Landlord agrees to equally enforce such rules and regulations to all Tenants. The material violation of any such rules and regulations by Tenant shall be deemed an Event of Default, affording Landlord all those remedies set out in Section 20 hereof. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Project of any of said rules and regulations.

22.

Non Real Estate Taxes

During the term hereof, Tenant shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises, and Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Landlord's real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

23.

Personal Property
[omitted in its entirety]

24.

Eminent Domain

If the Project, the Building or a substantial part thereof, or a substantial part of the Premises shall be lawfully taken or condemned or conveyed in lieu thereof (or conveyed under threat of such taking or condemnation), for any public or quasi-public use or purpose, the Term shall end upon and not before the date of the taking of possession by the condemning authority and without apportionment of the award. Tenant hereby assigns to Landlord Tenant's interest, if any, in such award and specifically agrees that any such award shall be the entire property of Landlord in which Tenant shall not be entitled to share. Current rent shall be apportioned as of the date of such termination. If any part of the Building or the Project other than the Premises, or not constituting a substantial part of the Building or the Premises, shall be so taken or condemned (or conveyed under threat of such taking or condemnation), or if the grade of any street adjacent to the Building or the Project is changed by any competent authority and such taking or change of grade makes it necessary or desirable to substantially remodel or restore the Building or the Project, Landlord shall have the right to cancel this Lease upon not less than ninety (90) days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation, and Tenant shall have no right to share in any condemnation award or in any judgment for damages or in any proceeds of any sale made under any threat of condemnation or taking. Tenant shall have the right to separately pursue its own award in the event of such condemnation proceedings.

25.

Subordination, Non-Disturbance And Attornment; Estoppel Certificate

Landlord has heretofore and may hereafter from time to time execute and deliver mortgages or deeds to secure debt (both referred to as "**Mortgages**" and the holder or holders thereof collectively as "**Holder**") against the Project, or any interest therein. At the time of execution of this Lease and thereafter when requested by the Holder, Tenant will either (a) subordinate its interest in this Lease to said Mortgages, and to any and all advances made thereunder and to the interest thereon, and to all renewals, replacements, modifications and extensions thereof; or (b) make Tenant's interest in this Lease inferior thereto; and Tenant will promptly execute and deliver such agreement or agreements as may be reasonably required by such Holder under any Mortgages, provided however that any such subordination shall provide that so long as Tenant is not in default hereunder, its tenancy shall not be disturbed.

It is further agreed that (a) if any Mortgages shall be foreclosed: (i) the liability of the Holder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as

Landlord under this Lease shall exist only so long as such Holder, purchaser or owner is the owner of the Project and such liability shall not continue or survive after further transfer of ownership; and (ii) upon request of the Holder, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any Mortgages, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this Lease may not be modified or amended so as to reduce the rent or shorten the Term or so as to adversely affect in any other respect to any material extent the rights of Landlord, nor shall this Lease be canceled or surrendered without the prior written consent, in each instance, of the Holder. It is understood that Tenant's tenancy shall not be disturbed so long as Tenant is not in default under this Lease.

Landlord and Tenant each agree at any time and from time to time following written request therefor, to promptly execute and deliver to the other a Subordination, Non-Disturbance and Attornment Agreement substantially in the form attached hereto as Exhibit "E" in the event the parties cannot within ten (10) days agree on such other form requested by Landlord, Tenant or Holder.

Tenant agrees to give any Holder, by registered mail to the last known address supplied to Tenant, a copy of any notice of default served upon Landlord by Tenant, provided that prior to such notice Tenant has received notice (by way of service on Tenant of a copy of an assignment of rents and lease, or otherwise) of the address of such Holder. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Holder shall have an additional thirty (30) days after receipt of notice thereof within which to cure such default or if such default cannot be cured within that time, then such additional time as may be deemed necessary, if, within such thirty (30) days, any such Holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure). Such period of time shall be extended by any period within which such Holder is prevented from commencing or pursuing such foreclosure proceedings by reason of any bankruptcy proceeding. Until the time allowed as aforesaid for Holder to cure such defaults has expired without cure, Tenant shall have no right to and shall not terminate this Lease on account of Landlord's default.

No Holder and no person acquiring title to the Premises, the Building or the Project by reason of foreclosure of any Mortgage or by conveyance in lieu of foreclosure shall have any obligation or liability to Tenant on account of any security deposit unless such Holder or title holder shall have received such security deposit in cash.

26.

Waiver

The delay in electing or enforcing remedies by Landlord or Tenant for any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The acceptance of rent hereunder shall not be construed to be a waiver of any breach by Landlord or Tenant of any term, covenant or condition of this Lease. It is understood and agreed that the remedies herein given to Landlord and Tenant shall be cumulative, and the exercise of any one remedy by Landlord or Tenant shall not be to the exclusion of any other remedy. It is also agreed that, after the service of notice or the commencement of a suit or judgment for possession of the Premises, Landlord may collect and receive any monies due, and the payment of said monies shall not waive or affect said notice, suit or judgment, except to the extent of the reduction of the amount due.

27.

Inability To Perform

This Lease and the obligation of Landlord or Tenant to perform all of the other covenants and agreements hereunder on the part of Landlord or Tenant, as the case may be, to be performed shall not be affected, impaired or excused, nor shall Landlord or Tenant at any time be deemed to be in default hereunder because Landlord or Tenant is unable to fulfill any of its obligations under this Lease or to supply or is delayed in supplying any service expressly or by implication to be supplied or is unable to make, or is delayed in making any Tenant improvement, repair, additions, alterations, or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord or Tenant is prevented or delayed from so doing by reason of strike or labor troubles or any outside cause whatsoever beyond the reasonable control of Landlord or Tenant, including but not limited to riots and civil disturbances or energy shortages or governmental preemption in connection with a national emergency or by reason of any rule, order, or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency; provided, however, in no event shall such acts, events or causes under this Section 27 excuse or delay the payment of any sums of money due hereunder.

28.

WI-FI ACCESS

A. **Wi-Fi.** Tenant shall have the right to install a wireless intranet, internet, and communications network (also known as "Wi-Fi") within the Premises for the use of Tenant and its employees (the "Network") subject to this section and all the other provisions of this Lease as may be applicable.

B. **No Solicitation.** Tenant shall not solicit, suffer, or permit other tenants or occupants of the Building to use the Network or any other communications service, including, without limitation, any wired or wireless internet service that passes through, is transmitted through, or emanates from the Premises.

C. **Interference.** Tenant agrees that Tenant's communications equipment and the communications equipment of Tenant's service providers and contractors located in or about the Premises or installed in the Building to service the Premises, including, without limitation, any antennas, switches, or other equipment (collectively, "Tenant's Communications Equipment") shall be of a type and, if applicable, a frequency which will not cause radio frequency, electromagnetic, or other interference to any other party or any equipment of any other party including, without limitation, Landlord, other tenants, or occupants of the Building or any other party. In the event that Tenant's Communications Equipment causes or is believed to cause any such interference, upon receipt of notice from Landlord of such interference, Tenant will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within 24 hours (or a shorter period if Landlord reasonably believes a shorter period to be appropriate) then, upon request from Landlord, Tenant shall shut down the Tenant's Communications Equipment pending resolution of the interference, with the exception of intermittent testing upon prior notice to and with the approval of Landlord.

D. **Acknowledgment.** Tenant acknowledges that Landlord has granted and/or may grant lease rights, licenses, and other rights to various other tenants and occupants of the Building and to telecommunications service providers.

29.

Parking

Landlord represents that, as of the Commencement Date, there will be a parking ratio of 4.5 spaces per 1,000 square feet available, at no charge to Tenant for the Building and covenants that, for the duration of the Term, it will maintain at least that ratio, subject to Landlord's right to reconfigure or relocate available parking.

30.

Subrogation

The parties hereto agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with a subrogation clause substantially as follows: "This insurance shall not be invalidated should the insured waiver in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein," and each party hereto waives all claims for recovery from the other party for any loss or damage (whether or not such loss or damage is caused by negligence of the other party and notwithstanding any provision or provisions contained in this Lease to the contrary) to any of its property insured under valid and collectible insurance policies

to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when it is permitted by the applicable policy of insurance.

31.

Sale By Landlord

In the event of a sale or conveyance by Landlord of the Project or the Building containing the Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. If any security deposit has been made by Tenant hereunder, Landlord may transfer such security deposit to such successor in interest of Landlord and thereupon Landlord shall be released from any further obligations hereunder. This Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.

32.

Rights of Landlord To Perform

All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If an event of default shall continue for thirty (30) days (or such shorter time if Landlord is responding to an emergency resulting from a natural or manmade disaster that could cause damage or injury to person or property) after written notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs together with interest thereon at the rate set forth in Section 4 of this Lease computed from the date of such payment by Landlord shall be payable to Landlord and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of rent.

33.

Attorney Fees

In the event of any litigation or arbitration between Tenant or Landlord to enforce any provision of this Lease, or any right of either party hereto, the non-prevailing party shall pay to the prevailing party all costs and expenses, including reasonable attorneys fees.

34.

Estoppel Certificate

Tenant shall on or before the Commencement Date and thereafter at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or Holder a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of the modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental and other charges are paid and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying such defaults if any are claimed. In the event the parties cannot agree on the form of such estoppel certificate within ten (10) days, Tenant shall execute and deliver an estoppel certificate substantially in the form attached hereto as Exhibit F. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or lender with respect to all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that this Lease is in full force and effect, without modification, except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance, and that not more than two (2) months' rental has been paid in advance.

35.

Preparation

Landlord at its sole cost and expense agrees to cause the Premises to be completed in accordance with the work letter attached hereto in Exhibit "C" which is attached hereto and made part of this Lease. Said work shall be done in a good first-class and workmanlike manner.

36.

Notice

Any notice from Landlord to Tenant or from Tenant to Landlord may be served personally or by mail. If served by mail, notice shall be deemed served on the second day after mailing by registered or certified mail, addressed to Tenant as follows:

Fulton County Government
Land Administrator
General Services Department - Land Division
141 Pryor Street, S.W.
Suite 8021
Atlanta, Georgia 30303

Fulton County Government
Office of the Director
Department of Health and Wellness
99 Jesse Hill Jr., Drive, S.E.
Atlanta, Georgia 30303

Fulton County Government
Office of the County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303

Notice to Landlord shall be given at the place from time to time established for the payment of rent.

In the event of a release or threatened release of any Hazardous Substances resulting from or related to Tenant's activities at the Premises or in the event any claim, demand, action or notice is made against the Tenant regarding Tenant's failure, alleged failure or prospective failure to comply with any Environmental Requirements or Governmental Rules and Insurance Requirements, the Tenant shall immediately notify the Landlord in writing and shall provide Landlord with copies of any such written claims, demands, actions, or notices.

37.

Deposit

(Not applicable)

38.

Substitution of Space

(Not applicable)

39.

Real Estate Broker

Intentionally Deleted.

Defined Terms

The defined terms used in this Lease shall have the meanings set forth in Section 44 of this Lease.

A. The term "**Base Year**" means the calendar year in which the term of this Lease commences.

B. The term "**Commencement Date**" means the date that is the beginning of the Lease.

C. The term "**Common Area Operating Costs**" means any and all expenses, costs and disbursements [other than Taxes as defined in Section 40(H)] of every kind and nature whatsoever, incurred by Landlord in connection with the management, maintenance, operation and repair of the Premises, the building in which the Premises is located including the real property on which the building is situated (the "**Building**"), including, without limitation, easement maintenance expenses, including assessments by an association or other entity applicable to the Project relating to the Premises, the Building, or the Project established by any Declaration as hereinafter defined, any and all common area expenses in the maintenance or operation of the Project, including but not limited to landscaping and other maintenance of properties which benefit the Project, the Building or the Premises, all costs to Landlord for electric power, water, gas and all other utilities furnished by Landlord for heating, air conditioning, cooling, ventilating and lighting the common areas of the Project and the Building, janitorial and cleaning services, supplies and expenses paid or incurred by Landlord in or about the Building or the common areas of the Project, property management fees, insurance costs, routine repairs, expenses for security services, maintenance and decorating, wages and salaries, legal and accounting, which Landlord shall be or become obligated to pay with respect to a calendar year regardless of when such Common Area Operating Costs were incurred, except the following: (i) costs of capital improvements other than required for Tenant's use under Paragraph 1 hereof; (ii) costs of curing construction defects, if any; (iii) depreciation (except on any capital improvements made or installed after the first year of the Term for the purpose of saving labor or otherwise reducing applicable Common Area Operating Costs); (iv) interest and principal payments on any mortgages; (v) real estate brokers' leasing commissions or compensation; and (vi) any cost or expenditure (or portion thereof) for which Landlord is reimbursed, whether by insurance proceeds or otherwise. In the event during all or any portion of any calendar year the Building or the Project is not fully rented or occupied, Landlord may elect to make appropriate adjustments to Tenant's pro rata share of Common Area Operating Costs for such year, employing sound accounting and management principles, to determine the Common Area Operating Costs that would have been paid or incurred by Landlord had the Building or the Project been fully rented and occupied and the amount so determined. In no event shall Common Area Operating Costs include the cost of providing electricity to the Premises as such costs are paid directly by Tenant pursuant to paragraph 6 of this Lease.

D. The term "**Comparison Year**" means each calendar year during the Term subsequent to the Base Year.

E. The term "**Environmental Requirements**" shall mean all federal, state, and local laws (including the common law), statutes, ordinances, rules, regulations, and other requirements (including, without limiting the generality of the foregoing, judicial orders, administrative orders, consent agreements, and permit conditions) now or hereafter promulgated, relating to health, safety, welfare, or the protection of the environment.

F. The term "**Extra Services**" shall mean such additional building or other services related to the Premises, Building, or Project requested by Tenant that Landlord agrees to provide, in addition to such services included in Common Area Operating Costs or Tenant Operating & Maintenance Expenses as otherwise enumerated herein.

G. The term "**Hazardous Substances**" shall mean all substances, elements, materials, compounds, wastes, or by-products of whatever kind or nature defined or classified as hazardous, dangerous, toxic, radioactive, or restricted under any Environmental Requirements now or hereafter promulgated, or as amended, (including, without limiting the generality of the foregoing, The Comprehensive Environmental Response, Compensation, and Liability Act; The Toxic Substances Control Act; The Hazardous Materials Transportation Act; The Resource Conservation and Recovery Act; Rules and Regulations of the Environmental Protection Agency; The Clean Water Act; The Clean Air Act; Super Fund Amendments and Reauthorization Act; or any "Hazardous Substance" identified pursuant to any Environmental Requirement as now or hereafter amended)

H. The term "**Taxes**" means any and all taxes of every kind and nature whatsoever which Landlord shall pay or become obligated to pay during a calendar year (regardless of whether such taxes were assessed or became a lien during, prior or subsequent to the calendar year of payment) because of or in connection with the ownership, leasing and operation of the Premises, the Building, or the Project including without limitation, real estate taxes, personal property taxes, sewer rents, water rents, special assessments, transit taxes, legal fees and court costs charged for the protest or reduction of property taxes and/or assessments in connection with the Premises or the Building, any tax or excise on rent or any other tax (however described) on account of rental received for use and occupancy of any and all of the Premises, Building, or the Project, whether any such taxes are now or during the Term are imposed by the United States, the State of Georgia, the County of Gwinnett, or any local governmental municipality, authority or agency or any political subdivision thereof. Taxes shall not include any net income, capital stock, estate or inheritance taxes.

I. The term "**Tenant Operating & Maintenance Expenses**" shall mean any and all expenses, costs, and disbursements [other than Taxes and Common Area Operating Costs] for the provision of janitorial and cleaning services, supplies, and expenses paid or incurred in or about the Premises; any all expenses, costs and disbursements for the repair, replacement and maintenance of the plumbing fixtures and facilities, electrical and other utility conduits, heating and air conditioning units and systems, lighting fixtures, ventilation systems, and all other

mechanical systems on or servicing the Premises; any and all costs for all electric power, water, and other utilities furnished by Landlord for heating, air conditioning, cooling, ventilating, and lighting the Premises; and all expenses, costs and disbursements incurred by Landlord for or on account of insurance coverage provided for the Premises or the personal property therein. In no event shall Tenant Operating & Maintenance Expenses include the cost of providing electricity to the Premises as such costs are paid directly by Tenant pursuant to paragraph 6 of this Lease.

J. The term "**Tenant's Proportionate Share**" shall mean thirty one and 78/100 percent (31.78 %) being the ratio that the rentable square feet of the Premises (14,625 square feet) bears to the entire rentable square feet in the Building (46,014 square feet). The parties agree that these measurements are final and binding for all adjustments, charges, or purposes of this Lease.

41.

Miscellaneous Provisions

(A) Time is of the essence of this Lease and each and all of its provisions.

(B) Submission of this instrument for examination or signature by Tenant does not constitute a reservation, offer or option for lease by Landlord and is not effective as a lease or an agreement by Landlord to be bound thereby; and

(C) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions.

(D) This Lease shall be governed by and construed pursuant to the laws of the State of Georgia.

(E) Should any Holder require a modification of this Lease, which modifications will not bring about any increased cost or expense to Tenant or in any other way materially change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified in writing by giving Tenant written notice.

(F) All rights and remedies of Landlord under this Lease, or that may be provided by law, may be exercised by Landlord in its own name individually, or in its name by its agent, and all legal proceedings for the enforcement of any such rights or remedies, including distress for rent, forcible detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Landlord in its own name individually or in its name or by its agent. Tenant conclusively agrees that Tenant has full power and authority to execute this Lease and to make and perform the agreements herein contained and Tenant expressly stipulates that any rights or remedies available to Landlord either by the provisions of this Lease or otherwise may be enforced by Landlord in its own name individually or in its name by agent or principal. Landlord conclusively agrees that Landlord has full power and authority to execute this Lease and to make and perform the agreements herein contained and Landlord expressly stipulates

that any rights or remedies available to Tenant either by the provisions of this Lease or otherwise may be enforced by Tenant in its own name individually or in its name by agent or principal.

(G) All of the indemnities, covenants and conditions of this Lease shall survive termination or expiration of this Lease.

(H) The marginal headings and titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(I) Intentionally Deleted.

(J) This Lease includes Exhibits A, B, C, D, E, and F which are expressly made a part of this Lease.

(K) This Lease shall create the relationship of Landlord and Tenant between the parties hereto and no estate shall pass out of Landlord. Tenant shall have only a usufruct, not subject to levy or sale, and not assignable by Tenant, except as set forth herein.

(L) Intentionally Deleted.

(M) Within one hundred and eighty (180) days prior to the end of the Term or upon notice from Tenant that it intends to terminate this Lease, Landlord shall have the right to enter upon the Premises, and card the Premises for rent, and show the Premises to prospective tenants during normal business hours.

(N) The Project shall include the easements recorded of record and available for inspection at Landlord's offices. Tenant hereby agrees to abide by and cooperate in the observance of the terms and conditions of the Easements.

42.

Tenant - Corporation, Limited Liability Company, or Partnership

Tenant represents that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof, and does not violate the terms and conditions of its Articles of Incorporation and Bylaws or any rule or regulation applicable to Tenant.

43.

Successors and Assigns

The covenants and conditions herein contained shall apply to and bind the respective heirs, successors, executors, administrators, and assigns of the parties hereto. The terms "Landlord" and "Tenant" shall include the successors and assigns of either such party, whether immediate or remote.

44.

Right of First Refusal

So long as there does not exist an Event of Default hereunder at the time of the delivery to a prospective tenant by Landlord of a bona fide proposal to lease all or a portion of the space designated as the "Right of Refusal Space" on Exhibit A hereto, Landlord shall provide, and hereby grants, to Tenant, a right of refusal from and after January 1, 2016 with respect to the Offered Space (as defined below) on the following terms and conditions:

(A) At such time as Landlord delivers to a prospective tenant a bona fide proposal for leasing any portion of the Right of Refusal Space (the "Offered Space"), Landlord shall provide Tenant a written notice ("Landlord's Notice of Terms") describing the financial terms and conditions of the proposed lease between Landlord and the prospective tenant.

(B) The deadline for Tenant to exercise its right to lease the Offered Space (the "Exercise Deadline") shall be ten (10) days from the receipt of Landlord's Notice of Terms. If Tenant fails to provide written notice of exercise to Landlord prior to the Exercise Deadline, Tenant shall be conclusively deemed to have waived its right to the lease of the Offered Space, Tenant shall no longer have any rights as to the Offered Space during the remainder of the Term, and Landlord shall have the right to lease the Offered Space to a third party on terms and conditions satisfactory to Landlord.

(C) If Tenant timely exercises this right of refusal, Tenant shall lease the Offered Space on the terms and conditions set forth in Landlord's Notice of Terms. Landlord and Tenant shall enter into a new lease or an amendment to this Lease with respect to the Offered Space containing terms and conditions identical to those specified in Landlord's Notice of Terms.

(D) Tenant acknowledges and agrees that the Right of Refusal Space is encumbered by prior expansion rights and that Tenant's rights with respect to such space are subject and subordinate to such other rights. Tenant agrees that it has no rights as to such space, nor any rights or claims against Landlord, if the beneficiary of any such prior expansion right elects to lease the Right of Refusal Space prior to Tenant's exercise of its refusal right.

(E) This expansion right shall be subject to Tenant's financial condition at the time of exercise being comparable, as determined by Landlord, in all material respects to or better

than that as exists on the date of this Lease. In determining whether the requirements of this provision are satisfied, all aspects of Tenants financial condition (including, without limitation, net worth, liquidity, and credit ratings by recognized rating agencies) may be examined by Landlord

[Signatures begin on next page]

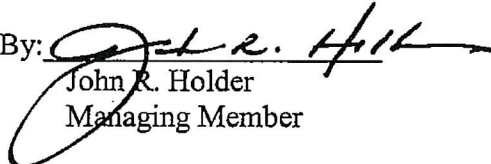
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

Holder/Royal 400 I, LLC, a
Georgia limited liability company

By: Holder III, LLC, a Georgia limited
liability company, Member

By: Holder Group I, LLC, a Georgia
limited liability company, Member

By: 
John R. Holder
Managing Member

[Signatures continued on next page]

TENANT:

FULTON COUNTY

a political subdivision of the State of Georgia,

By: Karen Handel
Karen C. Handel
Chair- Fulton County Board
of Commissioners

ATTEST:

By: Mark Massey
Mark Massey
Fulton County Clerk to Commission

[SEAL]

Approved as to form for Fulton County:

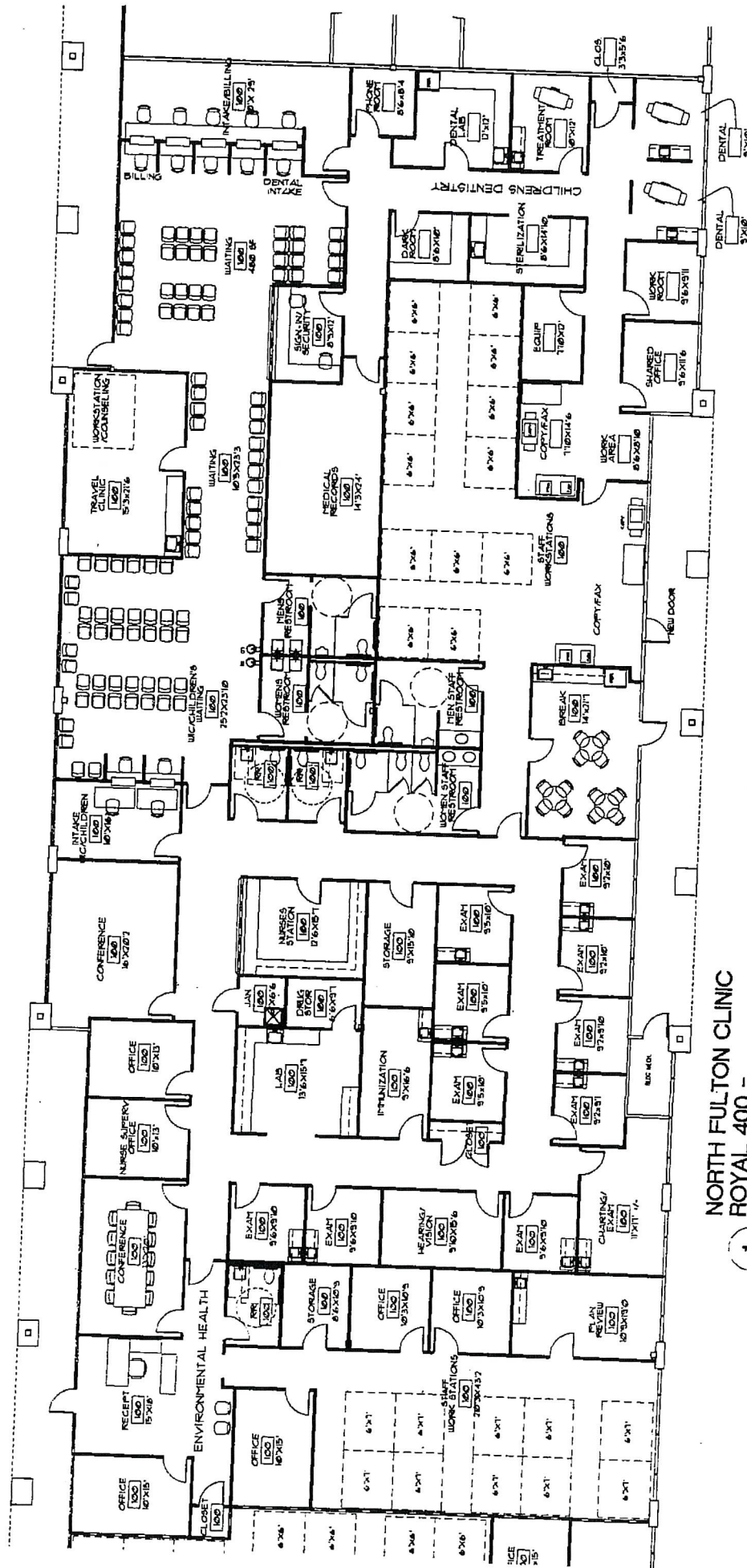
This 8 day of September, 2005.

Beryl H. Weiner
Beryl H. Weiner
Associate Fulton County Attorney
Office of the County Attorney

ITEM # 05-1056 RCS 9/21/05
RECESS MEETING

Exhibit "A"

Spec Plan



NORTH FULTON CLINIC ROYAL 400 -

1

SCALE: 1/8" = 1'-0" 10 AUGUST 1988

EXHIBIT B

RULES AND REGULATIONS

1. Tenant shall not do or permit to be done in or about the Premises or the Building any act which obstructs or interferes with the rights of other tenants of Landlord, or annoy them in any way, including, but not limited to, making loud or unseemly noises. Tenant shall not use the Premises for manufacturing, storage, or sale of merchandise or property of any kind, sleeping, lodging, or cooking at any time except with Landlord's written permission. Tenant may use for its own employees within its Premises coffee makers, microwave ovens, ice machines, refrigerators, dishwashers and other similar appliances customarily used in office building warming kitchens, but Tenant shall be responsible for shutting off such appliances at the close of each business day.
2. No vending machines of any kind will be installed, permitted or used by Tenant on any part of the Premises without Landlord's written permission. No part of the Building shall be used for gambling, immoral, or unlawful purposes. No intoxicating beverage shall be sold in the Building without the prior written consent of Landlord. No area outside of the Premises shall be used by Tenant for storage purposes at any time. No bicycles, vehicles, or animals of any kind shall be brought into the Building by Tenant or kept in or about the Premises.
3. The sidewalks, entrances, passages, corridors, halls, and stairways shall not be obstructed by Tenant or used for any purpose other than those for which same were intended as ingress and egress. No window shall be covered or obstructed by Tenant. Toilets, wash basins, and sinks shall not be used for any purposes other than those for which they were constructed, and no sweeping, rubbish, coffee grounds, or other obstructing substances shall be thrown therein. Landlord shall have the right to control and operate the common areas of the Project and the public portions of the Building in such a manner as Landlord deems best for the benefit of tenants generally.
4. No additional lock, latch or bolt of any kind shall be placed upon any door or any changes be made in existing locks or mechanism thereof by Tenant without the consent of Landlord, and such consent of Landlord shall be requested by Tenant in writing. Tenant may install customary card key access systems so long as Landlord is provided access cards for entry in cases of emergency. The doors leading to any corridors or main hallways shall be kept closed at all times except such times as such doors may be used for ingress or egress.
5. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or issue from the Premises, and no flammable, combustible or explosive fluid, chemical or substance shall be brought into the Building by Tenant.
6. Tenant shall be responsible for locking all entrance doors to the Premises upon the conclusion of the business day. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage. Except during Tenant's normal business hours,

Tenant shall keep all doors to the Premises locked and other means of entry of the Premises closed and secured. Landlord shall not be responsible for any lost or stolen property, equipment, money or jewelry from the Premises regardless of whether such loss occurs when the Premises are locked or not.

7. No safes, furniture, boxes, large parcels, or other kind of freight shall be taken to or from the Premises by Tenant or allowed in any hall, or corridor at any time except by permission of, and at all times allowed by, Landlord. The persons employed to move Tenant's articles must be approved by Landlord.
8. The Building shall be open to Tenant, its employees, and business visitors during Business Hours. At all other times every person, including Tenant, its employees and visitors entering and leaving the Building may be questioned by a guard as to that person's business therein, and may be required to sign such person's name on a form provided by Landlord for registering such person.
9. Tenant shall not employ any person other than Landlord's contractor or employees for the purpose of cleaning and taking care of the Premises.
10. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
11. Tenant shall not overload any floor and shall not install any heavy objects, safes, business machines, files or other equipment without having received Landlord's prior written consent as to size, maximum weight, routing and location thereof.
12. Tenant shall not mark, paint, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. Other than a typical telephone intercom paging system, Tenant shall not construct, maintain, use or operate any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system except as reasonably required as part of a communications system approved prior to installation by Landlord. No such loudspeaker or sound system shall be constructed, maintained, used or operated outside of the Premises.
13. Canvassing, soliciting, and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.
14. Tenant acknowledges that the Building is a non-smoking building and that smoking is absolutely prohibited in the Premises and elsewhere in the Building. Tenant agrees to cause its employees to smoke only in those portions of the Project designated by Landlord for smoking.
15. Tenant's business machines and mechanical equipment which cause unreasonable noise or vibration that may be transmitted to the structure of the Building or to any other premises to

such a degree as to be objectionable to Landlord or any other tenant shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such unreasonable noise or vibration. Similarly, Tenant shall not operate any mechanical or electrical devices that emit excessive sound or other waves or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building.

16. The Premises shall not be used for the manufacture of goods for sale or for the sale and auction of merchandise, goods or property of any kind.
17. The employees of Landlord or its managing agent shall not be required to perform any work or do anything outside of their regular duties unless under special instruction from Landlord.
18. Except for trash removal and mopping of floors, Landlord shall not be responsible for maintaining any finishes which are non-standard, such as kitchens, break rooms, dedicated bathrooms, wallpaper or special lights. Tenant shall not cause any unnecessary janitorial labor or services by reason of its carelessness or indifference in the preservation of good order and cleanliness.
19. Tenant shall cooperate with Landlord to insure the most effective operation of the Building's heating and air-conditioning and shall refrain from attempting to adjust any controls other than room thermostats which are intended to be adjusted by Tenant.
20. In no event shall Tenant, without the prior consent of Landlord, use pictures or illustrations of the Building in any advertising.
21. Tenant shall at all times keep the blinds in the down position with the blades at a 45° angle.
22. This edition of Rules and Regulations shall be effective on and after January 1, 1998 as from time to time later supplemented and amended by Landlord in writing applicable to all tenants. Landlord shall not be responsible to Tenant for the non-observance, or violation, of any of these Rules and Regulations by other tenants of the Building

EXHIBIT C

WORK AGREEMENT

Royal 400

Landlord and Tenant executed a Lease (the "Lease") for Premises containing approximately 14,280 square feet and located in the Building and hereby attach this Work Agreement to the Lease as Exhibit C thereto.

In consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

ARTICLE 1 DEFINITIONS

The following terms shall have the meanings described below. Terms not defined herein shall have the meaning given in the Lease:

Section 1.01 Definitions

- a. Allowance shall mean the sum of \$292,500 (\$20.00 per square foot times 14,625 square feet of space), plus an additional allowance of \$58,500 (\$4.00/square foot x 14,625 square feet) to be amortized and added to Base Rent pursuant to Section 4(A) above.
- b. Contractor shall mean the contractor chosen by Landlord.
- c. Change Order shall mean any alteration, substitution, addition or change to or in the Tenant Space Plans or Tenant Improvement Construction Documents requested by Tenant after the same have been approved by Landlord.
- d. Completion Date shall mean the date of Substantial Completion of the Tenant Improvements.
- e. Construction Contract shall mean the agreement to be entered between Landlord and Contractor for the construction of the Tenant Improvements.
- f. Punchlist Items shall mean those items not completed in the Premises at the time of Substantial Completion, as identified in a written list prepared by Tenant within ten (10) business days of Substantial Completion, which do not substantially interfere with Tenant's use or enjoyment of the Premises. Landlord shall cause Contractor to correct or complete all Punchlist Items as soon as reasonably possible, but, in any event, within thirty (30) days following delivery of the Punchlist to Landlord; provided, however, if any of the Punchlist Items are not reasonably susceptible of being corrected or completed within thirty (30) days, the thirty (30) day period shall

be extended as reasonably necessary, up to ninety (90) days, to allow Landlord to complete such Punchlist Items provided Landlord commences its efforts promptly and prosecutes same with due diligence thereafter.

g. Tenant's Costs shall mean all Total Improvement Costs in excess of the Allowance.

h. Tenant Improvements shall mean all improvements constructed or installed in or on the Premises in accordance with the Tenant Improvement Construction Documents.

i. Tenant Improvement Construction Documents shall mean the working drawings, specifications and finish schedules for the Tenant Improvements prepared by Landlord's Architect and approved by Tenant and Landlord in accordance herewith, including without limitation, detailed architectural, structural, mechanical, electrical and plumbing plans and specifications sufficient to allow Landlord to obtain building and other development permits.

j. Landlord's Architect shall mean RWD Interiors or another architect approved by Landlord.

k. Tenant's Extra Work shall mean all work in or about the Premises not within the scope of the work necessary to construct the Tenant Improvements, such as (by way of illustration and not limitation) delivering and installing furniture, telephone and other data equipment and wiring and office equipment.

l. Total Improvement Costs shall mean the aggregate cost of demolishing any existing improvements or otherwise preparing the Premises for the construction of the Tenant Improvements and of constructing the Tenant Improvements or otherwise payable in connection with the design or construction of the Tenant Improvements (including, without limitation, sums payable to Tenant's Architect, together with the cost of any Change Orders as provided in Section 4.05 hereof, and of constructing the Tenant Improvements.

k. Working Day shall mean the period from 7:00 A.M. until 4:00 P.M. on any Monday through Friday, excluding federal and Georgia state holidays. By way of illustration, any period described in this Work Agreement as expiring at the end of the third (3rd) Working Day after receipt of a document, then: (i) if receipt occurs at 7:01 A.M. on Monday, said period shall expire at 4:00 P.M. on the following Thursday; and (ii) if receipt occurs at 3:59 P.M. on Wednesday, the period shall expire at 4:00 P.M. on the following Monday.

ARTICLE 2

AS-IS NATURE OF PREMISES

Section 2.01 The Premises are Leased in "As-Is" Condition

The Premises shall be leased to Tenant in "as-is" condition upon Tenant's taking possession. Landlord shall have no obligation to make any improvements to the Premises. All

costs of demolishing any existing improvements and otherwise preparing the Premises for the construction of the Tenant Improvements shall be a part of Total Improvement Costs.

ARTICLE 3
TENANT SPACE PLANS AND TENANT
IMPROVEMENT PLANS AND SPECIFICATIONS

Section 3.01 Schedule of Critical Dates

The following is a schedule of certain critical dates relating to Landlord's and Tenant's respective obligations with respect to construction of the Tenant Improvements:

Activity	Reference	Responsible Party	Deadline
A	Submit Tenant Improvement Construction Drawings for Landlord Review	Tenant	9/21
B	Landlord Comments on Tenant Improvement Construction Drawings Due	Landlord	9/23
C	Final Approval of Tenant Improvement Construction Drawings	Landlord and Tenant	9/27
D	Substantial Completion	Landlord (Contractor)	12/30
E	Tenant Move-In	Tenant	12/31

Notes:

1. If Landlord provides Tenant comments as to the Tenant Improvement Construction Drawings as part of Activity B above, Tenant shall provide revised Tenant Improvement Construction Drawings to Landlord within one (1) Working Day and Landlord shall review such revised Tenant Improvement Construction Drawings within one (1) Working Day of receipt. This process shall continue in accordance with these time frames until such time as Landlord and Tenant have finally approved the Tenant Improvement Construction Drawings.

2. In the event of a delay in performing any activity set forth above, the date appearing in the "Deadline" column for all subsequent activities shall be extended by the number of Working Days of delay in the prior activity. By way of example and not by way of limitation, if Tenant submitted the Tenant Improvement Construction Drawings three (3) Working Days later than the deadline established above, then each succeeding deadline would be extended by

three (3) Working Days.

Section 3.02 Scope of Landlord's Approval

Any approval or consent by Landlord of any items submitted by Tenant to and/or reviewed by Landlord pursuant to this Work Agreement shall be deemed to be strictly limited to an acknowledgment of approval or consent by Landlord thereto and shall not imply or be deemed to imply any representation or warranty by Landlord that the design is safe and structurally sound or will comply with any legal or governmental requirements. Any deficiency, mistake or error in design resulting from incorrect information supplied by Tenant, although the same has the consent or approval of Landlord, shall be the sole responsibility of Tenant, and Tenant shall be liable for all costs and expenses which may be incurred and all delays suffered in connection with or resulting from any such deficiency, mistake or error in design.

Section 3.03 ADA Compliance

Tenant shall direct Tenant's Architect to cause the Tenant Improvement Construction Drawings to be in compliance with the ADA. Tenant shall be responsible for any aspect of the Tenant Improvement Construction Drawings which does not comply with the ADA. Provided the Tenant Improvement Construction Drawings are in compliance with ADA, Landlord and Contractor shall be responsible for ensuring that the Tenant Improvements are constructed in compliance with the ADA. In addition, Landlord and Contractor shall be solely responsible for ensuring that the Building, common areas, parking areas, entrances, access ways, restrooms and Base Building Condition are in compliance with the ADA and other applicable building codes, laws and regulations.

ARTICLE 4 CONSTRUCTION OF TENANT IMPROVEMENTS

Section 4.01 Obtaining Building Permits

Landlord will be responsible for obtaining all necessary building permits and certificates of occupancy, the costs of which shall be included in the Total Improvement Costs.

Section 4.02 Construction of Tenant Improvements

Landlord will enter into a Construction Contract with Contractor to construct the Tenant Improvements. Landlord will cause Contractor to complete the Tenant Improvements in a good, first-class and workmanlike manner, substantially in accordance with the Tenant Improvement Construction Documents and the Construction Contract.

Section 4.03 Tenant Delay

The term "Tenant Delay" shall mean any delay in achieving Substantial Completion as a

result of or in connection with:

- a. Tenant's failure to furnish any information or documents in accordance with this Work Agreement, to the extent such failure causes a delay;
- b. Tenant's request for materials, finishes or installations which are "long lead time" items (by way of example and not by way of limitation, specialty millwork), if required for Substantial Completion of the Premises.
- c. Any Change Order, including any change in the Tenant Improvement Construction Documents made pursuant to Section 4.05 hereof and any failure by Tenant to respond to a "Change Order Effect Notice" (as herein defined) within the time period required hereunder, to the extent such Change Order or failure to respond by Tenant, as applicable, causes a delay;
- d. If in the performance or prosecution of Tenant's Extra Work, Tenant's employees or agents interfere with or in any manner hinder Contractor from prosecuting to the fullest extent possible the Tenant Improvements work to the extent such interference or hindrance causes a delay; and
- e. Any other delay caused by Tenant, its agents, contractors, architects, engineers and employees.

Section 4.04 Completion of Premises

The Premises shall be substantially completed, and Substantial Completion shall have occurred upon the latest to occur of: (i) Landlord obtains a temporary certificate of occupancy or equivalent; (ii) building fire alarms, fire sprinklers, smoke detectors, exit lights, life safety equipment and other building code requirements are installed and operational; (iii) the mechanical, electrical and plumbing services serving the Premises are installed in good working order and access to the Premises is available; (iv) the Tenant Improvements are substantially complete (subject to Punchlist Items) so as to enable Tenant to move in and install its furniture, fixtures, machinery and equipment; (v) the parking lot is accessible and usable by Tenant; provided, however, if and to the extent compliance with the conditions set forth above would have occurred earlier but for Tenant Delay, then compliance with such condition shall be deemed to have occurred on the date it would have occurred but for Tenant Delay (i.e., Substantial Completion will be accelerated on a day-for-day basis for each day of Tenant Delay).

Section 4.05 Changes in Plans and Specifications

- a. If at any time after the Tenant Improvement Construction Drawings are approved by Landlord, Tenant desires to make Change Order, Tenant shall submit to Landlord for pricing by Contractor working drawings and specifications for any and all such desired Change Order. Any such Change Order shall be subject to Landlord's prior reasonable approval. Landlord shall respond to Tenant as promptly as practicable with an estimate of the effect of such desired Change Order on Total Improvement Costs and the schedule of anticipated Substantial Completion (the

"Change Order Effect Notice"). Tenant shall have two (2) Working Days to respond to such Change Order Effect Notice, with the authorization required hereunder, although Tenant may, within said two (2) Working Day period, request more time to finally respond to the Change Order Effect Notice. A failure by Tenant to respond to any such Change Order Effect Notice shall be deemed an acceptance of the Change Order, and, upon any rejection of a proposed Change Order, Contractor shall proceed with its work in accordance with the Tenant Improvement Construction Documents. Once the cost and the schedule change, if any, for such Change Order has been approved by Tenant, all references in this Work Agreement to the "Tenant Improvement Construction Documents" shall be to the Tenant Improvement Construction Documents adopted pursuant to the procedures of Article 3 above, as changed and modified pursuant to this Section 4.05, and all references to "Total Improvement Costs" shall be deemed to include the net aggregate approved cost for the Change Orders as determined in this Section 4.05 (after taking into account any savings effected by such Change Orders).

b. Once the Change Order, the costs therefor and the schedule change associated therewith have been approved in writing by Tenant and are delivered to Landlord, Tenant shall be deemed to have given full authorization to Landlord to cause Contractor to proceed with the work of constructing and installing the Tenant Improvements in accordance with the Tenant Improvement Construction Documents as so modified and revised provided that any changes required by Tenant which constitute a material deviation from the previously approved Tenant Improvement Construction Documents shall be effective only after the approval of Landlord.

Section 4.06 General Provisions Applicable to Tenant's Extra Work

a. Tenant shall submit to Landlord all relevant documents relating to Tenant's Extra Work. Landlord shall have the right to approve reasonably Tenant's Extra Work and the methods of construction and the contractors which will perform Tenant's Extra Work.

b. Landlord will require high grade, first-class work to be constructed in the Premises. Tenant's Extra Work shall be performed in a first-class manner, using first-class quality materials. Tenant's Extra Work shall be constructed and installed in accordance with all applicable laws, ordinances, codes and rules and regulations of governmental authorities. Tenant shall promptly correct any of Tenant's Extra Work which is not in conformance therewith.

c. Tenant's contract parties and contractors shall be subject to supervision by Landlord in their use of the Building and their relationship with Contractor, or contractors of other tenants in the Building. The entry by Tenant and/or its contract parties into the Premises for the performance of Tenant's Extra Work shall be subject to all of the terms and conditions of the Lease except the payment of Rent. If Landlord allows Tenant and/or its contract parties to enter the Premises and commence the performance of Tenant's Extra Work prior to the Completion Date, such entry by Tenant shall be at Tenant's sole risk.

d. Tenant's Extra Work shall be coordinated and conducted to maintain harmonious labor relations and not (a) to interfere with or delay the completion of any work being performed by Contractor or contractors of any other tenant in the Building; or (b) to interfere with or disrupt

the use and peaceful enjoyment of other retail or office tenants in the Building. Contractor shall have priority over Tenant's Extra Work.

e. Landlord and Landlord's contract parties shall perform their work, including any storage for construction purposes, within the Premises only. Landlord shall be responsible for removal, as needed, from the Premises and the Building of all trash, rubbish, and surplus materials resulting from any work being performed in the Premises.

f. All contractors and subcontractors engaged by Landlord and Tenant shall maintain adequate and commercially reasonable insurance coverages in amounts as may be required by Landlord, and the insurance policies maintained by Tenant's contractors and subcontractors shall name Landlord and Contractor as additional insureds and shall contain a waiver of subrogation.

ARTICLE 5 PAYMENT OF COSTS

Section 5.01 Allowance for Total Improvement Costs

Landlord shall pay the Total Improvement Costs, up to, but not in excess of the Allowance. The Allowance is applicable to Total Improvement Costs and the additional costs specified below in this Section 5.01. Any unused funds in the Allowance shall be the sole property of Landlord

Section 5.02 Building Standard Materials

Tenant shall pay Tenant's Costs, if any, to Landlord consisting of Total Improvement Costs in excess of the Allowance.

Included in the pricing for the Tenant Improvements shall be the cost of those Building-Standard Materials which Tenant is required to purchase and install in quantities designated in the Tenant Improvement Construction Documents. If Landlord has pre-purchased these items and desires, in Landlord's sole discretion, to sell these items to Tenant, Tenant shall be obligated to purchase these items from Landlord at a price no greater than the price quoted by the Contractor or the third party supplier in the Construction Contract.

Section 5.03 Payment of Tenant's Costs

Only as a result of a written change order by Tenant, Tenant shall pay Tenant's Costs, if any, to Landlord consisting of Total Improvement Costs in excess of the Allowance. Tenant's Costs shall not include costs due to Contractor's error. Tenant's Costs shall be payable within thirty (30) days of receipt of written notice by Landlord that such costs are payable by Landlord under the Construction Contract or any other agreement which Landlord enters into on Tenant's behalf. The amount of Tenant's Costs to be paid by Tenant as to any payment to be made by Landlord to Contractor shall be equal to the product of such amount to be paid to Contractor and a fraction, the numerator of which shall be the amount of Tenant's Costs (or Landlord's reasonable estimate thereof) and the denominator of which shall be the total amount due Contractor under the

Construction Contract.

Section 5.04 Failure to Pay Tenant's Costs

Failure by Tenant to pay Tenant's Costs in accordance with this Article 5 will constitute a failure by Tenant to pay Rent when due under the Lease and, subject to the notice and cure provisions of the Lease, shall constitute an Event of Default under the Lease, and Landlord shall have all the remedies available for nonpayment of Rent. In addition, the failure by Tenant to comply with the requirements of this Work Agreement shall constitute an Event of Default by Tenant under the Lease, subject to the notice and cure provisions of the Lease.

Section 5.05. Construction Supervision Fee.

An amount equal to 4% of the Total Improvement Costs shall be paid to Landlord from the Allowance as compensation for Landlord's construction supervision services.

ARTICLE 6
CONTRACTOR REQUIREMENTS

Section 6.01 Bid Procedures

Time permitting, Landlord shall use its reasonable efforts to obtain bids from three (3) qualified subcontractors as to each subcontract, to the extent available. Tenant acknowledges that, in order to meet the construction schedule set forth in Article 3.00 above, Landlord may not have sufficient time in which to obtain bids from three (3) subcontractors as to all subcontracts. Landlord shall be responsible for preparing bid instructions to the prospective subcontractors and Landlord shall receive and qualify all bids and shall determine the responsiveness of all bids received. Landlord shall select the subcontractors.

Exhibit "D"

Special Stipulations (if any) - NONE

Exhibit "E"

Subordination, Non-Disturbance and Attornment Agreement

Exhibit "F"

Tenant Estoppel Certificate

Addendum to Paragraph 2(d)

Addendum to 2(d)
Unamortized Tenant Improvement and Commissions calculations
(Department of Health & Wellness)

<u>If Early Termination on:</u>	<u>Unamortized T.I./Commissions</u>
December 31, 2006	\$475,271.26
December 31, 2007	\$444,022.62
December 31, 2008	\$408,810.88
December 31, 2009	\$369,133.42
December 31, 2010	\$324,423.84
December 31, 2011	\$274,043.79
December 31, 2012	\$217,274.28
December 31, 2013	\$153,304.99
December 31, 2014	\$ 81,222.78
December 31, 2015	\$ -----

Lease for 14,625 rsf. Base Term: January 1, 2006 thru December 31, 2006 with nine (9) automatically renewing one-year leases.

Hours

Monday, Tuesday, Wednesday and Friday
8:30 a.m. to 5 p.m.

Thursday
8:30 a.m. to 7 p.m.

Saturday (2nd and 4th)
9 a.m. to 2 p.m.

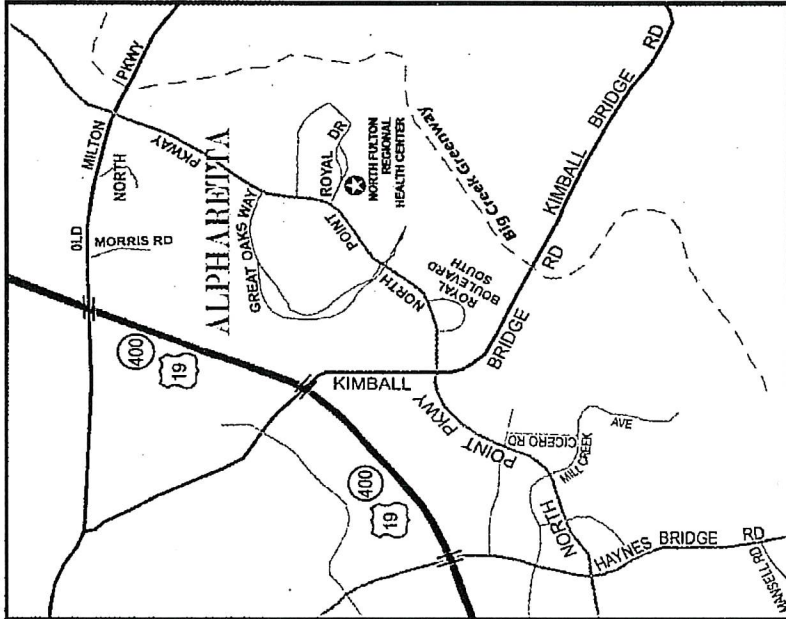
Payment methods

Every client is treated with courtesy, dignity and compassion and is evaluated for ability to pay at the time of service. Medicaid, Medicare, PeachCare, and some third-party insurance carriers are accepted.

Directions

Take GA 400 North to Old Milton Parkway (Exit #10) and turn right; go to the 3rd traffic light and turn right onto North Point Parkway; pass Northpoint Community Church, then turn left onto Royal Drive.

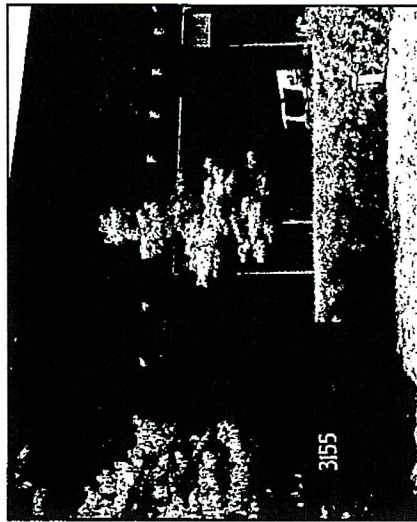
Take MARTA Bus Route #140 (North Point Parkway). Exit at North Point Parkway and Royal Drive. For daily and weekend schedules, refer to MARTA website at www.itsmarta.com or call (404) 848-5000.



Fulton County Department of Health and Wellness

North Fulton Regional Health Center
3155 Royal Drive, Alpharetta, GA 30022
Clinical Services - Suite 125
Environmental Services - Suite 150

North Fulton Regional Health Center



**3155 Royal Drive,
Suite 125
Alpharetta, Georgia**

(404) 332-1958

Fulton County Department of Health and Wellness

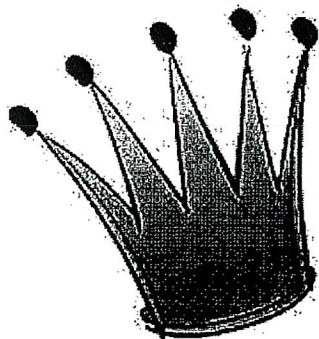
Wehunt, Stephen

From: FulcoNews

Sent: Wednesday, July 12, 2006 4:17 PM

To: Fulton County News

Subject: Grand Opening of North Fulton Regional Health Center



*You're in
for a
Royal
Treat*

*At the
Grand Opening Celebration*

*Saturday, July 15, 2006
10:00 A.M.*

*For the
Fulton County Department of
Health & Wellness
North Fulton
Regional Health Center*

*3155 Royal Drive,
Alpharetta Georgia*

For more information, call (404) 730-1388

7/13/2006