

**EXHIBIT A**

LEASE DOCUMENTS

File

FULTON COUNTY, GEORGIA  
MASTER LEASE AGREEMENT FOR FACILITIES

This Lease Agreement ("Lease Agreement") made and entered into this 28 day of September 2005 by and between Greenbriar Mall Limited Partnership, a Georgia Corporation whose address for the purposes hereof is 2841 Greenbriar Pkwy., SW, Atlanta, GA 30331 (hereinafter referred to as "Lessor") and Fulton County, a political sub-division of the State of Georgia (hereinafter referred to as "Lessee") for the Office of Tax Commissioner.

WITNESSETH:

**1. Description of Demised Premises**

Lessor, in consideration of the covenants and agreements to be performed by Lessee, and upon the terms and conditions hereinafter stated, does hereby rent and lease unto Lessee, and Lessee does hereby rent and lease from Lessor, that certain space (the "Demised Premises") containing approximately 4,315 square feet, known as the Greenbriar Mall (the "Shopping Center"), which Shopping Center includes but is not limited to common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the demised premises, or being granted hereunder. The Demised Premises are more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

**2. Term**

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

(b) Pursuant to O.C.G.A. S 36-60-13: The Base Term of the lease shall be for a total of one hundred twenty (120) months, which begins on January 1, 2006 (the "Commencement Date") which shall be the date upon which the Demised Premises are ready for occupancy by Lessee and end on December 31, 2016 (the "Termination Date"). In no event shall this lease continue beyond December 31, 2016 unless extended by mutual consent as provided for in the Lease. If the termination date falls on a Saturday, Sunday or national holiday, the Lease Term shall be extended to midnight of the next business day provided Lessee is not in default under the terms and conditions outlined herein.

(c) Lessee may prepay Rent at Lessee's option.

(d) Within thirty (30) days of the end of each calendar year, time being of the essence, and only in the event that funds have not been appropriated by the Fulton County Board of Commissioners, this lease may be terminated by the Lessee providing a

sixty (60) day written "Notice of Lease Termination" to Lessor. Otherwise this Lease Agreement shall terminate absolutely and without further obligation on the part of the Lessee or Lessor on the date set forth above. In the event Lessee terminates this Lease as provided for herein Lessee shall not, for a period of three (3) years, re-open for business for the same or similar use as was being operated at the Demised Premises, at a location within five (5) miles of the Shopping Center.

In the event Lessee terminates this Lease as provided for herein ("Early Termination") then, in addition to all other obligations that accrue prior to such Early Termination, Lessee shall, simultaneous with notice of such Early Termination, make reimbursement to Lessor pursuant to the schedule set forth on Exhibit B-1, attached hereto and incorporated herein by reference.

### **3. Rental**

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

Months 1-12	\$74,433.75 per annum payable \$6,202.81 per month.
Months 13-24:	\$76,666.76 per annum payable \$6,388.90 per month.
Months 25-36:	\$78,966.77 per annum payable \$6,580.56 per month.
Months 37-48:	\$81,355.77 per annum payable \$6,777.98 per month.
Months 49-60:	\$83,775.84 per annum payable \$6,981.32 per month.
Months 61-72:	\$86,289.11 per annum payable \$7,190.76 per month.
Months 73-84:	\$88,877.79 per annum payable \$7,406.48 per month.
Months 85-96:	\$91,544.12 per annum payable \$7,628.68 per month.
Months 97-108:	\$94,290.44 per annum payable \$7,857.54 per month.
Months 109-120:	\$97,119.16 per annum payable \$8,093.26 per month.

### **4. Rent Adjustments**

There shall be no adjustments to the Rent as outlined above. Annual Rent increases of three percent (3%) for each renewal year, which has been agreed upon by Lessor and Lessee and are included above for each Term.

**5. Payments**

All payments of rent, additional rent and other payments to be made to Lessor shall be made on a timely basis and shall be payable to Lessor or as Lessor may otherwise designate by written notice. All such payments shall be mailed or delivered to Lessor's principal office at Greenbriar Mall Limited Partnership, Attn: Property Manager, Greenbriar Mall, 2841 Greenbriar Parkway, SW, Atlanta, Georgia 30331 or at such other place as Lessor may designate from time to time in writing. If mailed, all payments shall be mailed in sufficient time and with adequate postage to be received in Lessor's account no later than the due date for such payment. Payments shall be made to Lessor without demand or offset.

**6. Security Deposit**

Upon approval of this Lease, Lessee shall pay Lessor the first month's Rent and a Security Deposit equal to the first month's Rent. Upon termination of this Lease, as provided herein, Lessor shall return Security Deposit to Lessee if Lessee is not in default and has maintained the Demised Premises in good working order, normal wear and tear considered.

**7. Late Charges**

Lease payments are the responsibility of the Lessee. Lessee shall in good faith take all internal steps necessary to assure that lease payments are issued by the Finance Department and mailed in advance providing for the delivery of the same on the due date. A late charge of ten percent (10%) of the monthly lease payment will be assessed if lease payment is not received on or before the fifth (5<sup>th</sup>) of each month. Rent is due on the first (1<sup>st</sup>) of each month.

**8. Possession**

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

**9. Quiet Enjoyment**

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

#### **10. Use Rules**

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

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

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

(b) Notwithstanding anything to the contrary contained in Article 10 and this article of this lease, if Lessee's use or occupancy of the Demised Premises are substantially or completely disrupted by any repairs, additions, alterations or improvements made by Lessor to the Demised Premises, or by Lessor's failure to provide those services defined in Articles 18, 19, 20, 22 and 23 of this lease for a period of three (3) consecutive days after Lessor's receipt of written notice from Lessee of same, and if Lessor has not made a good faith effort to make the Demised Premises habitable, Lessee shall thereafter be entitled to an abatement of Rent from the time of the initial disruption of services until Lessor has completed such work or restored services to the Demised Premises to allow Lessee to occupy the space for the intended use.

#### **12. Default**

(a) The following events shall be deemed to be events of default by Lessee under this Lease Agreement: (i) Lessee shall fail to pay any installment of Base Rent, additional rent or any other charge or assessment against Lessee pursuant to the terms hereof when due which failure continues for fifteen (15) business days after written notice thereof from Lessor to Lessee; (ii) a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Lessee or of any guarantor



of this Lease Agreement; (iii) Lessee shall abandon or vacate all or any portion of the Demised Premises or fail to take possession thereof as provided in this Lease Agreement; (iv) Lessee shall do, or permit to be done anything which creates a lien upon the Demised Premises which lien is not removed by payment or bond within thirty (30) days after Lessee receives notice thereof; (v) Lessee fails to operate from the Demised Premises; or (vi) Lessee fails to perform any covenant or obligation or comply with any other provisions of this Lease and such failure continues for thirty (30) days after written notice thereof from Lessor to Lessee.

(b) Upon the occurrence of any of the aforesaid events of defaults, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever: (i) terminate this Lease Agreement, in which event Lessee shall immediately surrender the Demised Premises to Lessor and if Lessee fails to do so, Lessor may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Demised Premises and expel or remove Lessee and any other person who may be occupying said Demised Premises or any part thereof, by force, if necessary, as permitted by Georgia law without being liable for prosecution or any claim of damages therefor; Lessee hereby agreeing to pay to Lessor on demand the amount of all Base Rent and other charges accrued through the date of termination; (ii) enter upon and take possession of the Demised Premises and expel or remove Lessee and any other person who may be occupying said Demised Premises or any part thereof, by force, if necessary, as permitted by Georgia law, without being liable for prosecution or any claim of damages therefor and, if Lessor so elects, re-let the Demised Premises on such terms as Lessor may reasonably deem advisable, without advertisement, and by private negotiations provided that in such event Lessor shall use reasonable efforts to re-let the Demised Premises at then-prevailing rental rates for comparable space in the Building, and receive the rent therefor, Lessee hereby agreeing to pay to Lessor the deficiency, if any, applicable to the Lease Term hereof obtained by Lessor re-letting, and Lessee shall be liable for Lessor's expenses in restoring the Demised Premises and all costs incident to such re-letting; (iii) enter upon the Demised Premises by force if necessary as permitted by Georgia law, without being liable for prosecution or any claim of damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease Agreement; and Lessee agrees to reimburse Lessor on demand for any expenses including, without limitations, reasonable attorney's fees which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease Agreement and Lessee resulting to Lessee from such action, whether caused by negligence of Lessor or otherwise.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Base Rent, additional rent or other remedy hereunder or of any damages accruing to Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver

of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Lease Agreement following default by Lessee or the deficiency arising by reason of any re-letting of the Demised Premises by Lessor as above provided, allowance shall be made for expense of repossession.

(d) In case Lessor shall default in the performance of any covenant or agreement herein contained, and such default shall continue for thirty (30) days after receipt by Lessor of written notice thereof given by Lessee, its agents or attorney, and only if such default directly, materially and adversely impacts the Demised Premises to the extent that Lessee cannot reasonably operate therefrom, then no rent shall be paid or become payable under this Lease Agreement for such time as such default shall continue after the expiration of said thirty (30) days.

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

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

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

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

### **15. Destruction**

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

(b) If the Demised Premises are (i) rendered totally untenable by reason of an occurrence described in Subparagraph (a) or (ii) damaged or destroyed as a result of a risk which is not insured under standard fire insurance policies with extended coverage endorsement, or (iii) damaged or destroyed during the last eighteen (18) months of the Lease Term or (iv) damaged to such an extent that the Demised Premises cannot be repaired or rebuilt within one hundred eighty (180) days from the date of such occurrence, or if the Building is damaged in whole or in part (whether or not the Demised Premises are damaged), to such an extent that the Building cannot, in Lessor's judgment, be operated economically as an integral unit, then and in any such events either party may at its option terminate this Lease Agreement by notice in writing to the other party within thirty (30) days after the date of such occurrence. Unless either party gives such notice, this Lease Agreement will remain in full force and effect and Lessor shall repair such damage at its expense as expeditiously as possible under the circumstance.

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

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

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

Lessee may upon the expiration or termination of the Lease Term or any renewal thereof, remove all equipment and fixtures that Lessee has attached to the Demised Premises during the term of the lease. Further, upon removal of such equipment and fixtures Lessee shall restore the Demised Premises to the condition immediately preceding the time of installation thereof, reasonable wear and tear excepted. If Lessee does not remove all such personalty and equipment, Lessor may within ten (10) days after the expiration of the Lease Term have the right to notify Lessee to remove any or all County and or personal property and equipment within fifteen (15) days after such notice, and thereupon restore the Demised Premises to the condition immediately preceding the time of installation thereof reasonable wear and tear excepted. If Lessee shall fail or refuse to remove all County and or personal property and equipment from the Demised Premises upon the expiration or termination of this Lease Agreement, Lessor may, at its option, remove the same in any manner that Lessor shall choose and store said County and or personal property and equipment without liability for any loss or damage thereto. Lessee shall pay Lessor on demand any and all expenses incurred by Lessor in such



removal and storage, including, without limitation, court costs, attorney's fees, and storage charges. Fixtures and equipment does not include walls and cabinets installed to prepare the premises for occupancy. The covenants and conditions of this Article 16 shall survive any expiration or termination of this Lease Agreement.

**17. Lessor's Lien**

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

**18. Utility Bills**

Lessee shall pay for all utilities, including phone services and related taxes, necessary to operate the Demised Premises, including but not limited to electricity, water, sewer, gas, fuel, in addition to the base rent for the Demised Premises.

**19. Maintenance**

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

**20. Repairs by Lessor**

(a) Lessor shall make all repairs to the Demised Premises including structural repairs necessary for safety and tenantability including all glass windows, exterior doors and "building systems". Lessor shall make all "ADA" and/or "Life Safety", including but not limited to providing and maintaining fire extinguishers, improvements to the Demised Premises necessary and required by code for occupancy of the Demised Premises. Lessee shall be responsible for any ADA and/or Life Safety improvements which are required as a result of renovations by Lessee to the Demised Premises after occupancy by Lessee. Lessee shall make no alterations in, or additions to, the Demised Premises without first obtaining the written permission of the Lessor. Such alterations or additions shall be at the sole cost and expense of Lessee and shall become a part of the Demised Premises and shall be the property of Lessor. Lessor shall deliver any "Lessor's Work" as may be required, and as attached as a part of this Lease Agreement. Lessor is not responsible for the repair of Lessee furniture, fixtures, equipment or other staff personal property in the Demised Premises, except for any renovation improvements approved and accepted by Lessor as indicated in this Article.

(b) Lessor shall keep the Demised Premises and those portions of the Building, and common areas that are located in the immediate vicinity of the Demised Premises, in proper repair according to the standards, including "ADA" and Life Safety, of comparable buildings in the Atlanta area.

**21. Repairs by Lessee**

(a) Lessee covenants and agrees that it will take good care of the Demised Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear excepted. Lessee is responsible for the repair of Lessee's property in the Demised Premises, except for property as approved and accepted by Lessor as indicated in Article 20 – Repairs By Lessor.

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

**22. Cleaning Services**

Lessor shall provide all custodial/cleaning services and supplies necessary to maintain the Demised Premises. The cleaning services shall be limited to: empty trash cans in all areas and offices at least once each business day, clean restrooms at least once each business day, vacuum all areas at least once each week, clean all windows, inside and outside at least twice each year, clean carpet at least once each year, clean common areas. Lessee shall make every good faith effort to establish and maintain good house keeping policies and practices to keep the Demised Premises in a clean and sanitary condition during the term of the Lease.

**23. Pest Control Services**

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

**24. Security Services**

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

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

In the event of litigation commenced by Lessor or Lessee to enforce any obligation of the other party hereunder, all reasonable attorney's fees and expenses of the

prevailing party in such litigation shall be paid by the party against whom an adverse final, non-appealable judgment is entered.

**26. Time**

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

**27. Subordination & Attornment**

(a) Lessee agrees that this Lease Agreement shall be subordinate to any mortgage now or hereafter encumbering the Demised Premises or the Building or buildings of which the Demised Premises may be a part or any component thereof, and to all advances made or hereafter to be made upon the security thereof. Lessee, however, upon request of any party in interest, shall execute promptly such instrument or certificates as may be reasonably required to carry out the intent hereof, whether said requirement is that of Lessor or any other party in interest, including, without limitation, mortgagees.

(b) If any mortgagee elects to have this Lease Agreement superior to its mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument, then this Lease Agreement shall be superior to such mortgage. The term "mortgage" as used herein, includes any deed of trust or security deed and any other method of financing or refinancing. The term "mortgage" refers to the holder of the indebtedness secured by a mortgage.

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

**28. No Estate**

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

is not alienable and agrees that any asserted lien claim thereon shall not constitute an event of default hereunder.

**29. Cumulative Rights**

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

**30. Holding Over**

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

**31. Surrender of Premises**

Upon the expiration or other termination of this Lease Agreement Lessee shall quit and surrender to Lessor the Demised Premises, broom clean in the same condition as at the commencement of the original Lease Term, reasonable wear and tear only excepted, and Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease Agreement.

**32. Notices**

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

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

Fulton County Government  
Office of the Tax Commissioner  
141 Pryor Street, SW – Suite 1085



Atlanta, Georgia 30303

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

Notice to Lessor:

GREENBRIAR MALL LIMITED PARTNERSHIP  
Attn: Property Manager  
Greenbriar Mall  
2841 Greenbriar Pkwy, SW  
Atlanta, Georgia 30331

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

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

**34. Eminent Domain**

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

(b) If this Lease Agreement is terminated under the provisions of this Article, rent shall be apportioned and adjusted as of the date of termination. Lessee shall have no claim against Lessor or against the condemning authority for the value of any leasehold estate or for the value of the unexpired Lease term. However, Lessee may claim (against the condemning authority, but not against Lessor) any unamortized costs of leasehold improvements made by Lessee (excluding those costs paid by the construction allowance hereunder, if any).

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

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

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

### **35. Parties**

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

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

(a) It is expressly understood and agreed between Lessor and Lessee herein that in the event of any redevelopment of the Shopping Center, Lessor shall have the right to require Lessee to relocate to another space in the Shopping Center mutually agreeable to the parties. Lessor shall serve upon Lessee a written notice of relocation specifying the date on which such relocation is to take place, such date to be at least sixty (60) days from the date on which the notice of relocation is mailed or delivered to Lessee. Lessee shall then have the right to relocate to a mutually agreeable space suitable for the operation of Lessee's business. If, in the opinion of the Lessee, a suitable location does not become available within such sixty (60) day period, Lessee shall have the right at its sole option, to cancel this Lease and all of the terms, covenants, conditions and agreements herein contained shall become null and void and of no further force and effect as of the date on which Lessee would have been required to relocate, as set forth in Lessor's written notice.

(b) If in Lessee's opinion a suitable location is available and Lessee relocates to such agreed upon location, all rent and other charges under this Lease shall abate during the relocation period and shall recommence on the earlier to occur of (i) the date on which Lessee actually opens its store for business; or (ii) a date sixty (60) days following the date on which Lessor makes the new location available to Lessee. Anything herein to the contrary notwithstanding, there shall be no abatement of rent or any other charges hereunder unless relocation of Lessee is made at Lessor's behest.

(c) Lessee shall allow Lessor or Lessor's agents access to Lessee's Demised Premises for construction of such structural portions as may be required to reinforce or install columns or other building components as may be necessary for future mall development and/or enclosure. However, Lessor shall, following such construction and at Lessor's expense, return Lessee's Demised Premises, as nearly as possible, to the condition existing prior to said construction.

### **37. Force Majeure**

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

### **38. Submission of Lease**

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

### **39. Severability**

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

#### **40. Entire Agreement**

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

#### **41. Obligation to Insure**

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

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

#### **42. Indemnification**

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

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

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

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



like) to the extent customary and necessary for the use of the Demised Premises for general office purposes.

**44. Headings**

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

**45. Signage**

All of Lessee's Signage shall conform to Lessor and Fulton County signage standards and related codes. Lessor has the right to approve or reject all signage for Demised Premises. Lessor reserves the right to remove any signage, at Lessee's expense, which was not approved by Lessor prior to installation. The cost and installation of all signage (interior and exterior) required for the Demised Premises is the responsibility of the Lessee.

**46. Emergency Contact Information**

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

\*\*\*

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

"LESSEE" -

Fulton County, A political subdivision  
of the state of Georgia.

By: Karen Handel  
Karen Handel, Chair  
Fulton County Board of Commissioners  
*Car Standish*

ATTEST:  
Mark Massey  
MARK MASSEY,  
Fulton County Clerk to Commission

Affix Seal

"LESSOR" -

Greenbriar Mall Limited Partnership,  
A Delaware limited partnership

By: Greenbriar Mall (GP), Inc.  
Its: General Partner

By: J. Michael Knowlton  
Name: J. Michael Knowlton  
Title: Executive Vice President  
Chief Operating Officer

By: Christopher Holtved  
Name: Christopher Holtved  
Title: Senior Vice President

Affix 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*

**DEMISED PREMISES FLOOR PLAN**

The "Demised Premises" as outlined on the Floor Plan attached hereto as *Exhibit A* containing approximately 4,315 square feet, for the Office of Tax Commissioner, known as Greenbriar Mall, including but not limited to common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the demised premises, are being granted hereunder.





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**Exhibit B**

**ADDENDUM TO LEASE AGREEMENT**

Lessor has agreed to provide the following build-out services, as indicated on *Exhibit A*, for the Department of the Tax Commissioner within the cost of the lease:

Lessor has renovated the Demised Premises, as indicated in Exhibit A / Floor Plan, for Lessee. Lessee accepts the Demised Premises under the terms and conditions of this Lease as indicated in Article 8 – Possession.

Lessor has renovated the Demised Premises for Lessee in accordance with all relative “ADA”, Life Safety and all other governing building codes for office use by Lessee.

Lessor shall provide all required phone/data wiring to the Demised Premises, and shall provide and install phone/data wiring and connection boxes within the Demised Premises as specified by Lessee. Lessor shall provide and install said wiring in each office, and all other areas as specified by Lessee for office equipment.

Lessee shall be responsible for providing and installing all phone/data/security equipment within the Demised Premises. In addition, Lessee shall provide and install all related wiring, from connection terminals provided by Lessor, to Lessee’s equipment within the Demised Premises.

**Exhibit B-1**

**AMORTIZATION AND REPAYMENT SCHEDULE**

Lessor shall, at its own expense, construct and install the improvements to interior of the Demised Premises pursuant to plans and specifications to be mutually agreed upon between Lessee and Lessor. The amount expended by Lessor, including all hard and soft costs, on such improvements is hereinafter referred to as "Construction Expense."

In the event Lessee terminates this Lease Agreement pursuant to Section 2(d) after any of the first five (5) calendar years of the Term, Lessee shall pay to Lessor the then unamortized Construction Expense. For purposes hereof, the Construction Expense shall be amortized in a straight line basis for the first five (5) calendar years (i.e., reduce by twenty percent (20%) per calendar year).

**Exhibit C**

**SPECIAL STIPULATIONS**

Lessee shall comply with all Lessor written rules and regulations and terms of the Lease, as provided for herein, or as agreed upon by Lessor and Lessee.

**FIRST AMENDMENT TO  
MASTER LEASE AGREEMENT FOR FACILITIES**

This **FIRST AMENDMENT TO MASTER LEASE AGREEMENT FOR FACILITIES** (this "Amendment") made this 21<sup>st</sup> day of December, 2016, by and between **KDI ATLANTA MALL, LLC**, a Georgia limited liability company, as successor in interest to Greenbriar Mall Limited Partnership (hereinafter referred to as "Landlord") and **FULTON COUNTY**, a political sub-division of the State of Georgia (hereinafter referred to as "Tenant").

**W I T N E S S E T H:**

**WHEREAS**, Landlord's predecessor in interest and Tenant entered into that certain Master Lease Agreement for Facilities dated September 28, 2005 (the "Lease"), wherein Landlord leased to Tenant and Tenant leased from Landlord the "Premises" as more particularly described in the Lease, consisting of approximately 4,315 square feet of space, commonly known as Store #X106/X108 in the Greenbriar Mall, Atlanta, Georgia; and

**WHEREAS**, the Term of the Lease is scheduled to expire on December 31, 2016 (the "Current Termination Date"), and the parties desire to extend the term of the Lease until December 31, 2017; and

**WHEREAS**, the Landlord is the current owner of the Building and is the successor Landlord under the Lease; and

**WHEREAS**, Landlord and Tenant desire to amend and modify the Lease as hereinafter set forth to extend the Term and for other purposes as set forth herein;

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

1. **Extended Term**. The Termination Date of the Lease is hereby extended to December 31, 2017 (the Extended Term) and Section 2(b) of the Lease is hereby amended accordingly.
2. **Additional 12-Month Option to Extend**. The Extended Term may be further extended upon written notice from "Tenant" for (1) one-year on the same terms set forth in this First Amendment, subject to the termination right set forth below.
3. **Contingency based on Appropriation of Funds**. Pursuant to O.C.G.A §36-60-13, beginning with calendar year 2017, Landlord acknowledges that the one-year extended term shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners. If such funds are not available and appropriated for the upcoming Extended Term, Tenant shall provide the "Notice of Lease Termination" described in Section 4 below. In no event shall the Lease continue beyond December 31, 2018, unless extended by mutual written agreement of both parties.



4. **Early Termination.** The Lease may be terminated by either Tenant or Landlord as of the last day of a calendar year by providing written notice (the "Notice of Lease Termination") to the other party prior to October 1 of such calendar year, in which event the Lease, as amended hereby, shall terminate as of December 31 of such calendar year. Otherwise, the Lease, as amended hereby, shall terminate absolutely and without further obligation on the part of the Tenant or Landlord as of December 31, 2018, unless extended by mutual written agreement of the parties.
5. **Definition of Terms.** Except as otherwise specifically provided herein, all terms defined in the Lease and delineated herein by initial capital letters shall have the same meaning herein as are ascribed to such terms in the Lease.
6. **Minimum Rent.** Section 3 of the Lease is hereby amended to reflect that commencing on January 1, 2017, until the Termination Date, the Minimum Rent shall be \$97,119.16 per annum payable in equal monthly installments of \$8,093.26.
7. **Utilities.** During the remainder of the Term, Tenant shall continue to pay for all utilities consumed at the Premises in accordance with the terms of the Lease.
8. **Notice Addresses.** Section 32 of the Lease is hereby amended to reflect that the Landlord's notice addresses are as follows:

Address for Payment of Rent:

KDI Atlanta Mall, LLC  
c/o Hendon Properties, LLC  
Two Live Oak Center  
3445 Peachtree Road, N.E.  
Suite 465  
Atlanta, Georgia 30326

Landlord's Notice Address:

KDI Atlanta Mall, LLC  
c/o Hendon Properties, LLC  
Two Live Oak Center  
3445 Peachtree Road, N.E.  
Suite 465  
Atlanta, Georgia 30326  
Attn: J. Charles Hendon, Jr.

AND

KDI Atlanta Mall, LLC  
Attn: Property Manager  
Greenbriar Mall

2841 Greenbriar Parkway, S.W.  
Atlanta, Georgia 30331

Landlord's Notice Copy Address:

Hartman Simons & Wood LLP  
6400 Powers Ferry Road, N.W.  
Suite 400  
Atlanta, Georgia 30339  
Attn: Robert D. Simons, Esq.

Tenant's Notice Copy Address:

Fulton County  
Attention: Director 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 Land Division  
Attention: Land Administrator  
141 Pryor Street, Suite 8021  
Atlanta, Georgia 30303

9. **Miscellaneous.** Except as modified and amended hereby, the Lease has not been modified or amended, is hereby ratified and confirmed by Landlord and Tenant and is hereby declared by Landlord and Tenant to be in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Electronic or facsimile signatures shall be deemed to be originals

thereof for all purposes hereunder. This Amendment is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, this Amendment has been executed as a sealed instrument as of the day and year first above written.

“TENANT”

Fulton County, A political subdivision of the State of Georgia

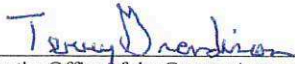
By:   
John H. Eaves, Chair  
Fulton County Board of Commissioners

ATTEST:



ITEM # 16-1164 RCS 12/21/2016  
RECESS MEETING  
APPROVED AS TO FORM for Fulton County:

This 27<sup>th</sup> day of December, 2016

  
For the Office of the County Attorney

“LANDLORD”

KDI ATLANTA MALL, LLC, a Georgia limited liability company

By: KDI ATLANTA MALL HOLDING COMPANY, LLC, its Sole Manager

By: HENDON GREENBRIAR MALL MANAGER, LLC, its Sole Manager

BY:   
J. Charles Hendon, Jr.  
Sole Member

Date Signed: 1/16/17

Affix Seal

**SECOND AMENDMENT TO  
MASTER LEASE AGREEMENT FOR FACILITIES**

This **SECOND AMENDMENT TO MASTER LEASE AGREEMENT FOR FACILITIES** ("Second Amendment") made this 19<sup>th</sup> day of December, 2018, by and between **KDI ATLANTA MALL, LLC**, a Georgia limited liability company, as successor in interest to Greenbriar Mall Limited Partnership (hereinafter referred to as, "Landlord") and **FULTON COUNTY**, a political sub-division of the State of Georgia (hereinafter referred to as, "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord's predecessor in interest and Tenant entered into that certain Master Lease Agreement for Facilities dated September 28, 2005, as amended by that certain First Amendment to Master Lease Agreement for Facilities dated December 21, 2016 (collectively the "Lease"), wherein Landlord leased to Tenant and Tenant leased from Landlord the "Premises," as more particularly described in the Lease, consisting of approximately 4,315 square feet of space, commonly known as Store #X106/X108 in the Greenbriar Mall at 2841 Greenbriar Parkway, Atlanta, Georgia; and

**WHEREAS**, the Term of the Lease is scheduled to expire on December 31, 2018 (the "Termination Date"), and the parties desire to extend the term of the Lease until December 31, 2019; and

**WHEREAS**, the Landlord is the current owner of the Premises and is the successor Landlord under the Lease; and

**WHEREAS**, Landlord and Tenant desire, by this Second Amendment, to amend and modify the Lease as hereinafter set forth to extend the Term and for other purposes as set forth herein.

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

1. **Extended Term**. The Termination Date of the Lease is hereby extended by this Second Amendment to December 31, 2019, with a one year Tenant option term to extend the lease term to December 31, 2020 (the "Second Extended Term"), and Section 2(b) of the Lease is hereby amended accordingly. Tenant shall provide landlord written notice of Tenant's intent to exercise the Second Extended Term within ninety (90) days prior to the expiration of the Lease as amended by this Second Amendment.
2. **Lease Extension Based on Appropriation of Funds**. Pursuant to O.C.G.A §36-60-13, Landlord acknowledges that any extended term shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners. If such funds are not available and appropriated for any Extended Term, Tenant shall provide a "Notice of Lease Termination." In no event shall the Lease, as amended herein, continue beyond December 31, 2020, unless extended by mutual written agreement of both parties.

# 18-0988

6400 Powers Ferry Road, N.W.  
Suite 400  
Atlanta, Georgia 30339  
Attn: Robert D. Simons, Esq.

Tenant's Notice Address:

Fulton County  
Attention: Director 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 Land Division  
Attention: Land Administrator  
141 Pryor Street, Suite 8021  
Atlanta, Georgia 30303

8. **Miscellaneous.** Except as modified and amended hereby by the Second Amendment, the Lease has not been modified or amended, and is hereby ratified and confirmed by Landlord and Tenant and is hereby declared by Landlord and Tenant to be in full force and effect. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Electronic or facsimile signatures shall be deemed to be originals thereof for all purposes hereunder. This Second Amendment is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.



# 18-0988

IN WITNESS WHEREOF, this Amendment has been executed as a sealed instrument as of the day and year first above written.

"TENANT"

Fulton County, A political subdivision of the State of Georgia

By:   
Robert L. Pitts, Chair  
Fulton County Board of Commissioners

ATTEST:

  
Jesse Harris, Clerk to the Board of Commissioners  
Affix Seal




"LANDLORD"

KDI ATLANTA MALL, LLC, a Georgia limited liability company

By: KDI ATLANTA MALL HOLDING COMPANY, LLC, its Sole Manager

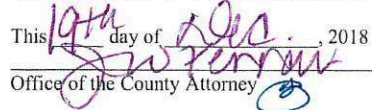
By: HENDON GREENBRIAR MALL MANAGER, LLC, its Sole Manager

BY:   
J. Charles Hendon, Jr.  
Sole Member

Date Signed: January 15, 2019

Affix Seal

APPROVED AS TO FORM for Fulton County:

This 19th day of Dec, 2018  
  
Office of the County Attorney

**THIRD AMENDMENT TO  
MASTER LEASE AGREEMENT FOR FACILITIES**

This **THIRD AMENDMENT TO MASTER LEASE AGREEMENT FOR FACILITIES** (this "Third Amendment") made this 8th day of December, 2020, by and between **KDI ATLANTA MALL, LLC**, a Georgia limited liability company, as successor in interest to Greenbriar Mall Limited Partnership (hereinafter referred to as "Landlord"), and **FULTON COUNTY**, a political sub-division of the State of Georgia (hereinafter referred to as "Tenant").

**W I T N E S S E T H:**

**WHEREAS**, Landlord's predecessor in interest and Tenant entered into that certain Master Lease Agreement for Facilities dated September 28, 2005, as amended by (i) that certain First Amendment to Master Lease Agreement for Facilities dated December 21, 2016, and (ii) that certain Second Amendment to Master Lease Agreement for Facilities dated December 19, 2018 (collectively the "Lease"), wherein Landlord leased to Tenant and Tenant leased from Landlord the "Premises" as more particularly described in the Lease, consisting of approximately 4,315 square feet of space, commonly known as Store #X106/X108 in Greenbriar Mall located at 2841 Greenbriar Parkway, Atlanta, Georgia; and

**WHEREAS**, the KDI Atlanta Mall, LLC, is the current owner of the Building and is the successor Landlord under the Lease; and

**WHEREAS**, Landlord and Tenant desire to ratify, reinstate and modify certain terms contained in the Lease pursuant to the provisions set forth below.

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

1. **Extended Term**. The Current Expiration Date of the Lease is hereby extended to December 31, 2021 (the "Third Extended Term") at a Minimum Rent of \$97,119.12 per annum payable in equal monthly installments of \$8,093.26, subject to the remaining terms and conditions of the Lease, and the provisions of Section 2(b) of the Lease are hereby amended accordingly.
2. **Lease Extension Based on Appropriation of Funds**. Pursuant to O.C.G.A §36-60-13, Landlord acknowledges that any extended term shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners. If such funds are not available and appropriated for the Third Extended Term, Tenant shall provide a "Notice of Lease Termination". In no event shall the Lease continue beyond December 31, 2021, unless extended by mutual written agreement of both parties.
3. **Utilities**. During the remainder of the Term, Tenant shall continue to pay for all utilities consumed at the Premises in accordance with the terms of the Lease.
4. **Reinstatement and Ratification**. By signing below, the parties hereby reinstate and ratify the terms and conditions set forth in the Lease, as previously amended and as further amended by this

**# 20-0786**

Agreement and acknowledge that they are bound by the terms set forth herein.

5. Notice Addresses. Section 32 of the Lease is hereby amended to reflect that the Landlord's notice addresses are as follows:

Address for Payment of Rent:

KDI Atlanta Mall, LLC  
c/o Hendon Properties, LLC  
3445 Peachtree Road, N.E.  
Suite 465  
Atlanta, Georgia 30326

Landlord's Notice Address:

KDI Atlanta Mall, LLC  
c/o Hendon Properties, LLC  
3445 Peachtree Road, N.E.  
Suite 465  
Atlanta, Georgia 30326  
Attn: J. Charles Hendon, Jr.

AND

KDI Atlanta Mall, LLC  
Attn: Property Manager  
Greenbriar Mall  
2841 Greenbriar Parkway, S.W.  
Atlanta, Georgia 30331

Landlord's Notice Copy Address:

Hartman Simons & Wood LLP  
6400 Powers Ferry Road, N.W.  
Suite 400  
Atlanta, Georgia 30339  
Attn: Robert D. Simons, Esq.

Tenant's Notice Copy Address:

Fulton County  
Attention: Director of Real Estate & Asset Management  
141 Pryor Street  
Suite 6001  
Atlanta, Georgia 30303

**# 20-0786**

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 Land Division  
Attention: Land Administrator  
141 Pryor Street, Suite 8021  
Atlanta, Georgia 30303

6. **Miscellaneous.** Except as modified and amended hereby, the Lease has not been modified or amended, is hereby ratified and confirmed by Landlord and Tenant, and is hereby declared by Landlord and Tenant to be in full force and effect. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Electronic or facsimile signatures shall be deemed to be originals thereof for all purposes hereunder. This Third Amendment is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[signatures on following page]

# 20-0786

IN WITNESS WHEREOF, this Amendment has been executed as a sealed instrument as of this \_\_\_\_ day November and year first above written.

“TENANT”

Fulton County, a political subdivision of the State of Georgia

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

“LANDLORD”

KDI ATLANTA MALL, LLC, a Georgia limited liability company

By: KDI ATLANTA MALL HOLDING COMPANY, LLC, its Sole Manager

By: HENDON GREENBRIAR MALL MANAGER, LLC, its Sole Manager

BY: J. Charles Hendon, Jr.  
Sole Member

ATTEST:

Tonya Grier  
Tonya Grier, Clerk to the Commission

Affix Seal



Affix Seal

APPROVED AS TO FORM for Fulton County:

This 17 day of November, 2020

Patrise Perkins-Hooker  
Patrise Perkins-Hooker  
County Attorney

ITEM # 20-0786 RM 11/4/20  
REGULAR MEETING

4

Packet Page -306-



1 A RESOLUTION APPROVING A THIRD AMENDMENT TO MASTER LEASE  
2 AGREEMENT FOR FACILITIES BETWEEN FULTON COUNTY, GEORGIA  
3 (TENANT), AND KDI ATLANTA MALL, LLC (LANDLORD), FOR THE PURPOSE OF  
4 EXTENDING THE LEASE TERM FOR THE OPERATIONS OF THE FULTON  
5 COUNTY TAX COMMISSIONER AT 2841 GREENBRIAR PARKWAY ATLANTA; TO  
6 AUTHORIZE THE CHAIRMAN TO EXECUTE THE THIRD AMENDMENT TO  
7 MASTER LEASE AGREEMENT FOR FACILITIES AND RELATED DOCUMENTS; TO  
8 AUTHORIZE THE COUNTY ATTORNEY TO APPROVE THE THIRD AMENDMENT  
9 TO MASTER LEASE AGREEMENT FOR FACILITIES AND RELATED DOCUMENTS  
10 AS TO FORM AND SUBSTANCE AND TO MAKE ANY MODIFICATIONS THERETO  
11 PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

12 WHEREAS, the Office of the Fulton County Tax Commissioner is responsible  
13 for the collection of ad valorem taxes for real and personal property from all Fulton  
14 County property owners; and

15 WHEREAS, Fulton County has an annual operations budget greater than one  
16 billion dollars and the collection of ad valorem taxes is the primary source of funding  
17 used to provide the various services to the citizens of Fulton County, visitors, and  
18 patrons; and

19 WHEREAS, Fulton County leases approximately 4315 square feet at 2841  
20 Greenbriar Parkway, commonly known as Greenbriar Mall, for the operations of the  
21 Fulton County Tax Commissioner; and

22 WHEREAS, the Office of the Fulton County Tax Commissioner desires to remain  
23 in the same general area within the community as the current leased retail space and to  
24 expand leased space and relocate its operations within Greenbriar Mall; and

25 WHEREAS, it is the desire of Fulton County and KDI ATLANTA MALL, LLC, to  
26 enter into a Third Amendment To Master Lease Agreement For Facilities for the  
27 purpose of extending the current lease term for the continued operations of the Office of  
28 the Fulton County Tax Commissioner; and

29 WHEREAS, according to O.C.G.A. § 36-60-13, each County or municipality in  
30 this state shall be authorized to enter into multiyear lease, purchase, or lease purchase  
31 contracts of all kinds for the acquisition of goods materials, real and personal property,  
32 services and supplies.

33

# 20-0786

1 NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners  
2 hereby approves a Third Amendment to Master Lease Agreement for Facilities with KDI  
3 ATLANTA MALL, LLC, in substantially the form attached hereto as Exhibit "A."

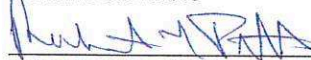
4 BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners  
5 is hereby authorized to execute a Third Amendment to Master Lease Agreement for  
6 Facilities between Fulton County and KDI ATLANTA MALL, LLC.

7 BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to  
8 approve the Third Amendment to Master Lease Agreement for Facilities as to form, and  
9 to make such other or additional modifications as are necessary, to protect the County's  
10 interests prior to execution by the Chairman.

11 BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its  
12 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution  
13 are hereby repealed to the extent of the conflict.

14 PASSED AND ADOPTED by the Board of Commissioners of Fulton County,  
15 Georgia, this 4 day of November, 2020.

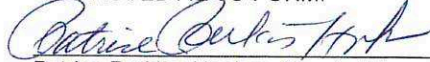
FULTON COUNTY BOARD OF  
COMMISSIONERS

  
Robert L. Pitts, Chairman,  
Fulton County Board of Commissioners

ATTEST:

  
Tonya R. Grier,  
Clerk to the Commission

APPROVED AS TO FORM:

  
Patrie Perkins-Hooker, County Attorney

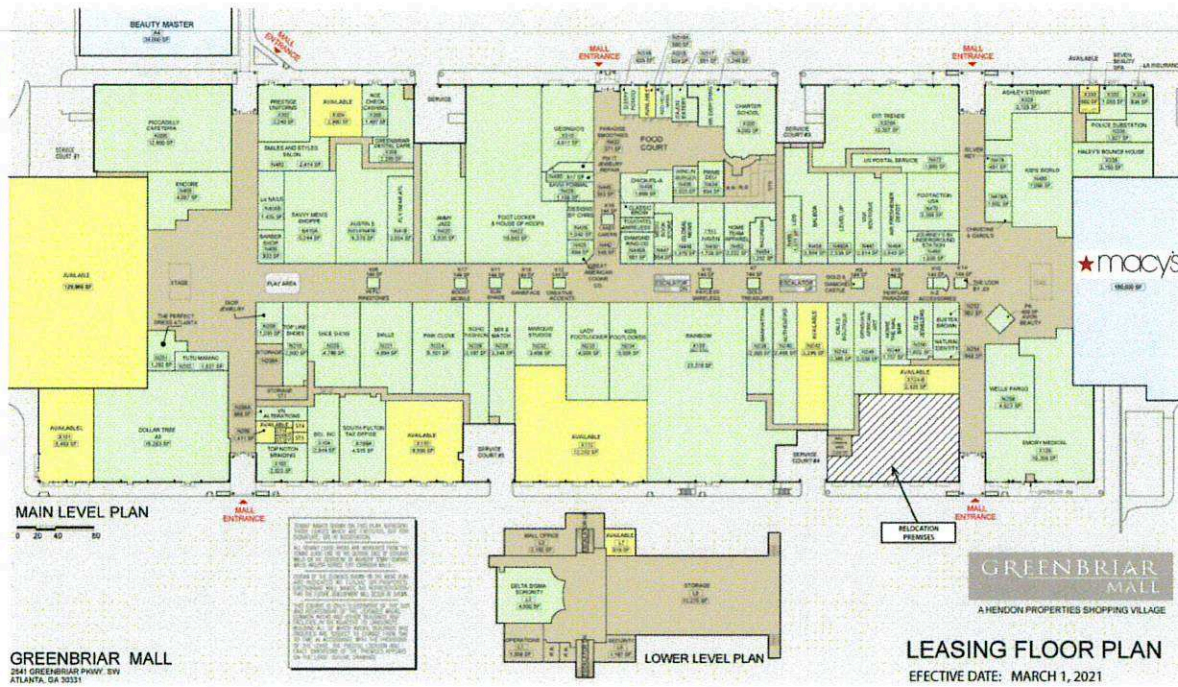
P:\CACContracts\Land\2841 Greenbriar Parkway - Tax Commissioner\Resolution Tax Commissioner Third Amendment Greenbriar 10162020 - pjo comments 10-16-2020.docx

ITEM # 20-0786 RM 11/4/20  
ENDING

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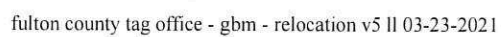
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## RELOCATION PREMISES

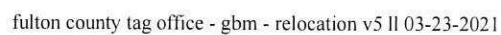




## RELOCATION PREMISES DETAIL



## APPROVED PLANS / LANDLORD'S WORK





**EXHIBIT D**

**AMORTIZATION AND REPAYMENT SCHEDULE**

Landlord shall, at its own expense, construct and install the improvements to interior of the Relocation Premises pursuant to plans and specifications to be mutually agreed upon between Landlord and Tenant. The amount expended by Landlord, including all hard and soft costs, on such improvements is hereinafter referred to as "Construction Expense."

In the event Tenant terminates the Lease pursuant to Section 3 above after any of the first five (5) calendar years of the Extended Term, Tenant shall pay to Landlord the then unamortized Construction Expenses as follows:

<u>Year of Termination</u>	<u>Unamortized Construction Expense Reimbursement</u>
1	\$1,475,000.00
2	\$1,180,000.00
3	\$885,000.00
4	\$590,000.00
5	\$295,000.00