

LEASE AGREEMENT

This **LEASE AGREEMENT**, hereinafter referred to as "Agreement," is made and entered into this 1st day _____ of _____, 2024 (the "Effective Date"), by and between **SELIG ENTERPRISES, INC.**, a Georgia corporation, whose business address for purpose of this Agreement is 1100 Spring Street NW, Suite 550, Atlanta, Georgia 30309, hereinafter referred to as "Landlord", and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, whose business address for purpose of this Agreement is 141 Pryor Street, SW, Suite 8021, Atlanta, Georgia 30303, hereinafter referred to as "Tenant" ["Landlord" or "Tenant" may be referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) or neuter gender (it), as the context requires].

DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

- A. "Building" shall be construed to mean the building containing approximately 69,317 square feet of gross rentable area and located on the Land. References 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 Area" 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 and parking garages and landscaped areas 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 and more commonly known as 5210 Phillip Lee Drive, Atlanta, Fulton County, Georgia.
- 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.

- H. "Landlord Work": All work, labor or services done, or materials furnished, for any work or construction performed by Landlord to the Building and Premises with respect to or in conjunction with Tenant's initial occupancy of the Premises, if any, as to be agreed to as set forth in Article IV below.
- I. "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 building 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.
- J. "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".
- K. "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 heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.
- L. "Premises" shall include not only the property more particularly described in ARTICLE I 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.
- M. "Term". Any and all references to the word "Term" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

WITNESSETH THAT:

ARTICLE I

PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant a lease for a period of ten (10) years inclusive of renewal option (as more specifically set forth in Article II) to Tenant for those certain premises situated in Fulton County, Georgia, and being more particularly described as follows, to wit:

The Building (consisting of office and warehouse space) located upon the Land. For avoidance of doubt the Premises include both the Building and the remainder of the Land (including all Common Areas):

The above-described Premises being shown and delineated on EXHIBIT A, attached hereto and incorporated herein by reference.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for storage of voting machines in the above-described Premises, general office use and any other lawful business of the Tenant, as approved by Landlord, such approval not to be unreasonably withheld.

ARTICLE II

TERM

This Agreement shall commence on Effective Date of this Agreement (the “Commencement Date”). This Agreement shall end at 11:59 p.m. on the 31st day of December 2024 (the “Expiration Date”) unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the “Term.” Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for nine (9) twelve (12) month terms (hereinafter each option referred to as a “Renewal Option” and each renewal or extension a “Renewal Term”). Said Renewal Term shall be upon the same provisions as set forth herein, and the monthly rental rate for said Renewal Term shall be as provided in the paragraph below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord no less than forty-five (45) days prior to the Expiration Date of the original Term or any Renewal Term of this Agreement. Unless otherwise specified, the initial Term as provided above and the Renewal Option, if exercised, and Renewal Term are hereinafter collectively referred to as the “Term.”

Provided Tenant is not in Tenant Default of the terms and conditions of this Lease, Tenant shall have the one (1) time right to terminate this Lease on each anniversary of the Renewal Date by providing Landlord with sixty (60) days’ prior written notice. For clarification purposes only, Tenant shall have the right to terminate the Lease effective December 31, 2024, or December 31, 2025, or December 31, 2026, or December 31, 2027, or December 31, 2028 or, December 31, 2029 or, December 31,2029 or, December 31, 2030 or, December 31, 2031 or, December 31, 2032. In the event the Lease is terminated pursuant to the foregoing, Tenant agrees to pay to Landlord as consideration for the early termination of this Lease, the Construction Cost Cap Amount (or the applicable portion thereof) amortized on a straight-line basis over five (5) years commencing on the -Effective Date (the “Fee”). As an example, only, if the Tenant elects to terminate the Lease effective December 31, 2024, and the cost of the Landlord Improvements is Two Hundred Thousand and 00/100 (\$200,000.00) Dollars then the Fee shall be One Hundred Sixty Thousand and 00/100 (\$160,000.00) Dollars. The Fee shall be payable to Landlord, as additional rent, upon Tenant's notice to Landlord of its intent to exercise its right to terminate the Lease.

ARTICLE III

RENT

The following rental rates shall apply during the original Term and any Renewal Term:

Dates	Monthly Amount
Commencement Date through December 31, 2024:	\$42,345.00.
January 1, 2025 through December 31, 2025:	\$44,038.80.
January 1, 2026 through December 31, 2026:	\$45,800.35.
January 1, 2027 through December 31, 2027:	\$47,632.36
January 1, 2028 through December 31, 2028:	\$49,537.65.
January 1, 2029 through December 31, 2029:	\$51,519.16
January 1, 2030 through December 31, 2030:	\$53,579.93
January 1, 2031 through December 31, 2031:	\$55,723.12
January 1, 2032 through December 31, 2032:	\$57,952.05
January 1, 2033 through December 31, 2033:	\$60,270.13

All other charges and/or payments due under the Lease shall continue to be paid in the manner required under the Lease.

Tenant shall pay the Rent to Landlord at Landlord's address set forth above, or at such other place as Landlord may designate from time to time, without notice or demand therefor, and without any abatement, deduction, diminution or set-off whatsoever, punctually on the Effective Date, and on the first day of each calendar month thereafter throughout the Term, unless otherwise specifically set forth herein. If mailed, the Rent and all other payments under this Agreement shall be mailed in sufficient time and with adequate postage thereon to be actually received by Landlord not later than the due date. A pro rata monthly installment of the Rent shall be due for the Term if the Term for any reason terminates on a day other than the last day of a calendar month.

ARTICLE IV

LANDLORD IMPROVEMENTS

Tenant acknowledges and agrees that Tenant has been in possession of the Premises, and therefore is accepting the Premises in their current "as-is, where-is" condition without representation or warranty express or implied as to condition, fitness for a particular purpose or use, habitability, merchantability or otherwise (unless expressly stated in this Agreement to the contrary). Notwithstanding the foregoing, upon Landlord and Tenant's agreement of the improvements to be performed by Landlord in the Building (the "Agreement"), Landlord shall complete the agreed upon improvements (the "Landlord Improvements") at a cost not to exceed Two Hundred Seventy-Five Thousand and No/100 (\$275,000.00) Dollars (the "Construction Cost Cap Amount"). If the cost of the Landlord Improvements is greater than the Construction Cost Cap Amount, then Landlord shall invoice Tenant the difference and Tenant shall pay Landlord same within thirty (30) days of receipt of such invoice. In the event the Agreement has not occurred on or before August 31, 2024, Landlord shall not be responsible for completing the Landlord Improvements.

ARTICLE V

COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS

AND STIPULATIONS OF THIS AGREEMENT

1. **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.
2. **Riders.** Reserved.
3. **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere 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, federal or state holiday, or other non-business day, 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, federal or state holiday or other non-business day. 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.
4. **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 delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses 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; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, 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 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.

5. Addresses:

LANDLORD ADDRESS:

Selig Enterprises, Inc.
Attention: Kenneth J. Clayman, Esq.
1100 Spring Street NW
Suite 550
Atlanta, Georgia 30309

TENANT ADDRESS:

Fulton County, Georgia Government
141 Pryor Street
Suite 8021
Atlanta, Georgia 30303
Attn: Land Administrator

Fulton County, Georgia Government
141 Pryor Street
Suite G119
Atlanta, Georgia 30303
Attention: Director of Real Estate & Asset Management

Fulton County, Georgia Government
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney

Fulton County, Georgia Government
141 Pryor Street
10th Floor
Atlanta, Georgia 30303
Attention: County Manager

6. Covenant of Title and Quiet Enjoyment. Landlord covenants that it is in legal possession of the Premises in fee simple absolute subject to matters of public record. Landlord agrees that the Tenant paying the rent and keeping 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 or by any other person or persons whatsoever claiming by, through or under Landlord.
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 any approved alterations, additions, or improvements pursuant to prior written approval from Landlord, which shall not be unreasonably withheld.
- 7.3 Tenant shall comply with all Laws regarding the use and occupancy of the Premises.
- 7.4 Neither Tenant, nor any of Tenant's agents, employees, contractors or invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Land any Hazardous Substances. Tenant shall, only to the extent permissible by Law, be responsible 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. If any activities of Tenant or its agents, employees, contractors or invitees creates any such condition once discovered, to the extent permitted by Law, Tenant shall be responsible for damages, if any, for creating any condition once discovered. Tenant shall not be responsible for environmental contamination of the Premises or Building by any Hazardous Substances which have 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, any loss, claims, liability, damage 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 actual or asserted 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. Additional Landlord Covenants, Representations and Warranties. Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, 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 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) Landlord shall ensure that 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, except as disclosed in that certain Phase I Environmental Site Assessment dated April 9, 2021, that certain Limited Asbestos Survey Report dated April 15, 2021,

that certain Phase II Limited Subsurface Contamination Assessment dated June 14, 2021, and that certain Prospective Purchaser Corrective Action Plan dated May 15, 2022 (collectively, the “Environmental Reports”), no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; to Landlord’s knowledge the Building and the Land do not, and as of the Commencement Date will not, contain Hazardous Substances; no Hazardous Substances, to Landlord’s knowledge, except as disclosed in the Environmental Reports 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 Land; except as disclosed in the Environmental Reports, 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 Land; except as disclosed in the Environmental Reports the Land is not in violation of any Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause Hazardous Substances to be brought on, kept or used in or about the Building; and, except as disclosed in the Environmental Reports, to Landlord’s knowledge 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 Land; 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..

9. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the Party appointing such agent.
10. Change in the Ownership of the Premises. No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the 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 of the Premises.
11. Binding Effect on Heirs, 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 heirs, legal representative(s), devisees, legatees, next-of-kin, successors and permitted 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. Intentionally Deleted
13. Destruction of or Damage to the Premises. A Casualty affecting a “Material Portion of the Premises” shall mean a Casualty which renders the Premises unsuitable for the Tenant’s continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty affecting a Material Portion of the Premises, either party may terminate this Agreement upon thirty (30) days’ notice to the other in which event this Agreement shall terminate, and the Term of this Agreement shall expire on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date and all rent and other sums shall be apportioned and paid through and including the Date of Casualty. If there occurs a Casualty affecting a Material Portion of the Premises and neither party terminates this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided,

however, that commencing with the Date of Casualty, rent shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business.

14. **Insurance.** From and after the Commencement Date, Landlord shall procure, and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area, paying as the same become due all premiums therefore: (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy (i) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (ii) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties. Tenant shall not use the Premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Tenant will self-fund and maintain, in accordance with policies of Fulton County, Georgia, 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. Tenant shall also obtain and thereafter maintain in full force during the Term, with respect to the Premises, commercial general liability insurance, including contractual liability insurance, with coverage in amounts of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the general and products-completed operations aggregate with respect to property damage, bodily injury, fire damage legal liability coverage with a limit of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) and personal and advertising injury. By way of ISO Additional Insured form CG 2011 (04/13) or equivalent wording, the policy shall insure the interests of Landlord and any designees of Landlord, including, without limitation, any Mortgagee. The coverage afforded Landlord will be provided on a primary and noncontributory basis. Tenant must also maintain statutory worker's compensation and employer's liability coverage, the latter with limits of at least \$100,000.00/\$100,000.00/\$500,000.00. By endorsement, Tenant will waive Tenant's general liability and worker's compensation insurers' rights of subrogation against Landlord. Tenant's insurer will maintain A.M. Best Ratings of at least A-VII throughout Term. The policies must be specifically endorsed to provide Landlord with thirty (30) days' advance written notice of any cancellation. Prior to the Effective Date, Tenant shall provide to Landlord a copy of an Insurance Certificate reflecting all of the foregoing requirements. Notwithstanding anything to the contrary contained herein, Landlord

and Tenant hereby waive and release all liabilities, demands, claims, costs, suits, actions, judgments, expenses and obligations, including, without limitation, costs of investigation, court costs, and attorneys' fees, disbursements and expenses at both the trial and appellate levels related thereto against each other, and against the agents and employees of each other, for any loss or damage sustained by each other to the extent such liabilities, demands, claims, costs, suits, actions, judgments, expenses and obligations, including, without limitation, costs of investigation, court costs, and attorneys' fees, disbursements and expenses at both the trial and appellate levels related thereto are or could be insured against under any standard broad form policy of fire and extended coverage insurance, or under any fire and extended casualty insurance policy maintained by Landlord or Tenant under this Agreement, or required to be maintained by Landlord or Tenant under this Agreement, regardless of whether such policy is in effect at the time of the loss. Landlord and Tenant will cause their respective insurance carriers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with damage to the Premises or any portions thereof or any personal property thereon; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. Tenant will cause all other occupants of the Premises claiming by, under or through Tenant to execute and deliver to Landlord a waiver similar to the aforementioned waiver and to obtain such waiver of subrogation rights endorsements. Notwithstanding any other provision in this Agreement to the contrary, Landlord understands and agrees that Tenant will self-fund any and all insurance coverage required under this Agreement.

15. Environmental Covenants. 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, it shall be sole financial responsibility of the Tenant for all Remediation and, restoration costs and rent payable during the period required for repair. If Remediation is required, and such Hazardous Substances were released or placed on the Land or Building by Landlord employees, agents or contractors. Landlord shall immediately and with all due diligence and all measures necessary to comply with all applicable Laws, to remove such Hazardous Substances and to perform such Remediation. Landlord shall repair and restore the Land or Building at Landlord's sole costs and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, are not usable for Tenant's business purposes. Notwithstanding anything to the contrary, if such Remediation and Restoration cannot be completed within one hundred twenty (120) days following the date such Hazardous Substances are discovered, Tenant may either terminate this Agreement by written notice to Landlord which shall be effective on Landlord's receipt or have the rent abated for the period of time the space affected is not available as prorated for the time it is not usable.
16. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement (a "Tenant Default"): (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within ten (10) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), 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, Landlord may immediately exercise any of the following remedies:

(i) Terminate this Agreement by giving Tenant notice of termination, in which event this Agreement shall expire and terminate on the date specified in such notice, and Tenant shall remain liable for all obligations of Tenant under this Agreement accruing on or before the effective date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

(ii) Without terminating this Agreement, and with notice to Tenant, Landlord may initiate legal proceedings to evict Tenant and Tenant's property from the Premises, and Landlord may, after prevailing in any such suit, rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term and upon such terms and conditions as Landlord may deem necessary or desirable, in order to re-let the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such re-letting. Upon each such re-letting, all rentals received by Landlord from such re-letting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including, without limitation, brokerage fees and attorneys' fees and costs of alterations and repairs; third, to the payment of rent then due and unpaid hereunder in such order as Landlord, in Landlord's sole and absolute discretion, may determine; and the residue, if any, shall be held by Landlord to the extent of and for application in payment of future rent as same may become due and payable hereunder. In re-letting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not receive credit therefor. In the event that such rentals received from such re-letting shall at any time or from time to time be less than sufficient to pay to Landlord the entire rent then due from Tenant, Tenant shall pay any such deficiency to Landlord immediately upon written demand therefor. Such deficiency shall, at Landlord's option (which option may be exercised or not by Landlord, in Landlord's sole and absolute discretion), be calculated and paid monthly. No such re-letting shall be construed as an election by Landlord to terminate this Agreement unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Agreement for any such previous Tenant Default, provided such Tenant Default has not been cured; or

(iii) Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due.

17. Holding Over. In the event that Tenant remains in possession of the Premises or any portion thereof after the termination of this Agreement and Landlord does not expressly consent in writing to Tenant's holding over beyond the termination of this Agreement, then Tenant shall be a tenant at sufferance and shall owe Landlord compensation for the period of occupancy subsequent to the termination of this Agreement at a rate of one hundred twenty-five percent (125%) of the rent in effect immediately prior to the termination of this Agreement, plus Tenant shall pay all other additional rents and other sums under this Agreement, and there shall be no extension or renewal of this Agreement by operation of Laws. Nothing in this paragraph or elsewhere in this Agreement shall be construed as consent by Landlord to possession of the Premises by Tenant after the termination of this Agreement.

18. 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 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 ARTICLE I hereof shall be prohibited, and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises, which includes the Building, is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, then the Tenant's rent obligation for the remaining monthly rental payments shall be reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Building. The Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. Notwithstanding anything to the contrary, if Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives notice to the Landlord, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt. 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.

19. Repairs. Landlord shall be responsible for the following ("Landlord Repairs"): Necessary repairs to lines for utilities which serve the Premises, but are located outside the perimeter walls of the Building; necessary repairs to the climate-controlled heating, ventilating and air-conditioning systems, whether located on the exterior of the Building, or in the interior of the Building, or within or on the walls of the Building; necessary roof repairs and/or replacements, and necessary structural repairs to the exterior walls and foundations of the Building, specifically excluding any repair, replacement, rebuilding, painting, cleaning, or non-structural maintenance, foreseen or unforeseen, ordinary or extraordinary: (i) to the Building or any portion thereof, except as expressly defined as Landlord Repairs herein, (ii) termite treatments or any damage caused by wood-destroying organisms, (iii) to any exterior or interior portions of any windows (provided said windows are not structural in nature), doors, glass, plate glass, locks, hardware, Signs, or any casing, frames or caulking which support or surround same, (iv) made necessary by or arising out of any act or omission or negligence of Tenant or any Invitees of Tenant, or (v) which are designated in this Agreement as Tenant Repairs. Tenant shall be responsible for the following ("Tenant Repairs"): All repairs, replacements, rebuilding, painting, cleaning and maintenance, foreseen or unforeseen, ordinary or extraordinary, which are not expressly defined as Landlord Repairs, to the Building and Common Areas and all portions thereof, including, without limitation, personal property; appliances; all fixtures equipment contained in or on the Building; all improvements and alterations to the Building, the exterior and interior portions of all windows, unless such windows are structural in nature, doors, glass, locks, hardware, signs, or any casing, frames, or caulking which support or surround same; all plumbing, sewerage, drainage, fire protection sprinkler, water line backflow testing and repairs, and electrical systems located on or within the walls of the Building; and all interior walls, wall treatments, floors, ceilings and ceiling systems, and all elevators and escalators; all necessary repairs to the parking areas, driveways, sidewalks and landscaped areas provided same were in acceptable working order at the time of the Effective Date of this Agreement. In the event that (i) Tenant fails to promptly perform the Tenant Repairs, (ii) Landlord, in the exercise of Landlord's reasonable discretion, determines that emergency Tenant Repairs are necessary or desirable, or (iii) Landlord Repairs or Tenant Repairs are made necessary by any act or omission or negligence of Tenant or Tenant's agents, employees, contractors or invitees, then in any of such events, Landlord shall be entitled, but not obligated, to perform or cause same to be performed without incurring any liability to Tenant for any damage caused thereby, and Tenant shall pay the cost thereof

(plus fifteen percent (15%) to cover Landlord's overhead and administrative costs) to Landlord upon demand, as additional rent.

20. 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 fewer 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.
21. Intentionally Deleted.
22. Utilities. Tenant is responsible to pay for all utilities as required for, electricity, gas, light, heat and power or any other utility used by the Tenant while occupying the Premises.
23. 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.
24. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.
25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. The 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 business with prior Landlord approval except those as agreed to be installed by the Landlord on behalf of the Tenant. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant and approved by Landlord, 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, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal. All improvements made by Tenant shall be performed in a good and workmanlike manner and lien free. Tenant shall cause any lien recorded against the Premises to be cancelled and discharged of record or bonded by appropriate proceedings to remove such lien of record or stay enforcement thereof within twenty (20) days following receipt of written notice of the filing thereof.
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. Any property which Tenant is required to remove (or as applicable, which Landlord does not so elect to cause Tenant to remove) which remains in the Premises for ten (10) days following the termination of this Agreement shall be deemed abandoned and title to such property shall pass to Landlord, without the necessity of further documentation; provided, however, Tenant shall, in such instance and upon Landlord's request, execute a quit-claim deed to the property, in recordable form, designating Landlord as the grantee and Tenant hereby irrevocably appoints Landlord, its successors and assigns, as the attorney in fact of Tenant to execute, seal and deliver such quit-claim deed on behalf of such Tenant should Tenant fail or refuse to do so within ten (10) days after Landlord gives notice to Tenant requesting the execution, sealing and delivery of such quit-claim deed. The provisions of this paragraph shall survive the termination of this Agreement.

27. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any 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.
28. 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 (or Tenant's permitted assignee or sublessee) is absent from the Premises for One Hundred Twenty (120) consecutive days, excepting for purposes of repair of improvements.
29. 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.
30. Assignment and Subletting of Premises by the Tenant. Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of Landlord which shall not unreasonably be withheld.
31. Surrender of the Premises. Tenant shall at the expiration or termination of this Agreement surrender up the Premises "broom clean", 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, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.
32. 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.
33. Miscellaneous.
 - A. Parking. Tenant shall have exclusive use of all parking located on the Premises.
 - B. Signage. Tenant will not install or affix any signage without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant identification will be available and at the primary entrance to the Premises. Tenant shall be responsible for the installation of any signage attached to the Building on the building fascia. Signage shall (i) be in compliance with all applicable Laws, (ii) remain the property of Tenant and (iii) be removable by the Tenant at any time during the term of lease; provided, that Tenant reasonably repairs or reimburses Landlord for damage to the Premises that directly results from signage installation or removal.
34. 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 this Agreement or the remainder of such provision 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.

35. **LIABILITY OF LANDLORD.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER LANDLORD NOR ANY SHAREHOLDER, DIRECTOR, OFFICER, EMPLOYEE OR MEMBER OF LANDLORD SHALL HAVE ANY PERSONAL LIABILITY WHATSOEVER UNDER OR WITH RESPECT TO THIS AGREEMENT, AND TENANT SHALL LOOK SOLELY TO THE ESTATE, RENTS, PROFITS AND PROPERTY OF LANDLORD ONLY IN AND TO THE LAND AND BUILDINGS COMPRISING THE PREMISES FOR THE COLLECTION OF ANY JUDGMENT OR OTHER JUDICIAL PROCESS ARISING OUT OF ANY CLAIMS, DEMANDS OR CAUSES OF ACTION IN ANY WAY ARISING OUT OF OR RELATED TO ANY DEFAULT OR BREACH BY LANDLORD UNDER OR WITH RESPECT TO THIS AGREEMENT, AND NO OTHER ASSETS OR PROPERTY WHATSOEVER OF LANDLORD OR ANY SHAREHOLDER, DIRECTOR, OFFICER, EMPLOYEE OR MEMBER OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF ANY REMEDIES OF TENANT WHICH IN ANY WAY ARISE OUT OF OR ARE RELATED TO ANY DEFAULT OR BREACH BY LANDLORD UNDER OR WITH RESPECT TO THIS AGREEMENT.

(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.

LANDLORD:

SELIG ENTERPRISES, INC.

By: _____

Its: _____

TENANT:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman

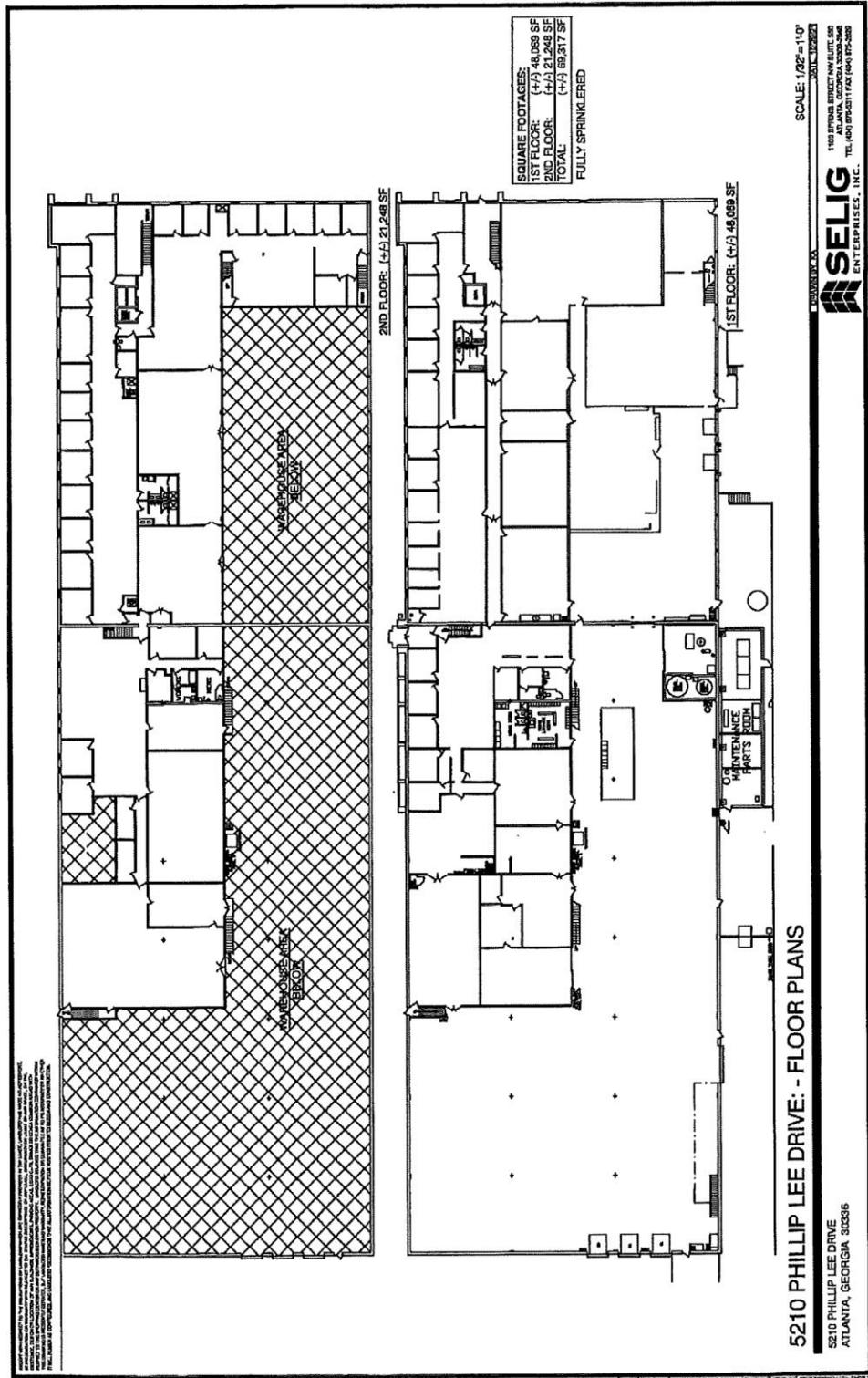
ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

EXHIBIT A
PREMISES



[PAGE 1 OF 2]

EXHIBIT A PREMISES

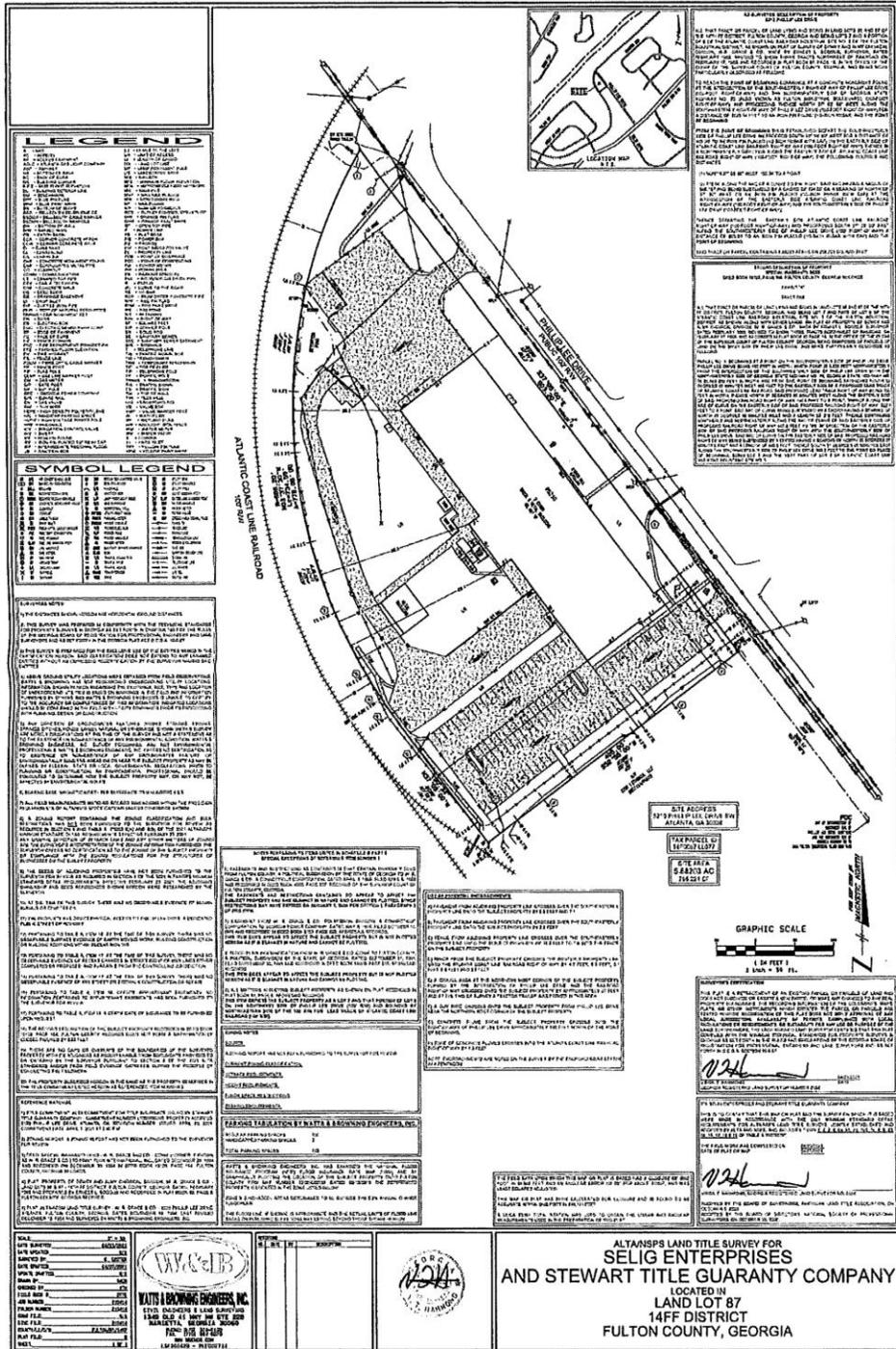


EXHIBIT B
LANDLORD WORK



BRITAIN ELECTRIC, INC.

PROPOSAL

June 3, 2022

Selig Enterprise
Attn: Kent Walker
Re: Phillips Lee Drive (160) 20-amp Drops

The material costs included in this proposal are only good for 7 days from the date of this proposal. Material cost increases are subject to occur after 7 days.

This proposal includes the following scope of work:

1. Provide and install (2) 200-amp 120/208-volt panels
2. Provide and install (160) 20-amp electrical drops dropped down from bar joist height
3. Provide demo of electrical drops after completion
4. Provide scissor lifts

TOTAL	\$244,000.00
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This proposal **DOES NOT** include:

1. Engineered Drawings or Permits
2. Afterhours/overtime labor
3. Fees from utility companies

Thank you,
Ray Brittain