

LEASE AGREEMENT

This **LEASE AGREEMENT**, hereinafter referred to as “**Agreement**,” is made and entered into this ____ day of October 2021, by and between, **SK ARO, LLC**, a limited liability company organized under the laws of the State of Delaware which is authorized to transact business in the State of Georgia and whose business address for purpose of this Agreement is 34 Peachtree Street, Suite 2850, Atlanta, Georgia 30303, hereinafter referred to as “**Landlord**,” and the **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 the Premises. 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. “Janitorial Services” shall mean (1) daily cleaning of restrooms, floors and common area and vacuuming carpet nightly on Monday through Friday (except for National Holidays; (2) emptying all waste receptacles and removing waste paper and rubbish from the Premises; and (3) washing waste receptacles as necessary with respect to any restrooms located within the Premises, emptying and sanitizing all receptacles and sanitary disposals, filling toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mopping, rinsing, and drying floor, cleaning all mirrors, bright work and enameled surfaces, scrubbing floors as necessary, washing and disinfecting all basins, urinals, and bowls, washing with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.
- G. “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.
- H. “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.
- 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 Exhibit A, attached hereto as referenced in Article I below, 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. Leased Premises Square Footage shall mean floors 2, 3 and 4 of the Premises inclusive of common areas and is estimated to be 8,423 square feet per floor, for a total of 25,269 square feet representing 75% of the Rentable Square Footage of the Building. Leased Premise Square Footage shall not be re-measured or adjusted during the Term of this Lease or any renewal thereof.
- N. Any and all references to the word "Term" of this Agreement shall include not only the Initial Term but also any renewal or extension of the 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 an initial lease term of November 1, 2021 through December 31, 2021 and five (5) permitted lease renewal terms which shall extend from January 1st to December 31st, for those certain premises situated in Fulton County, Georgia, and being more particularly described as follows, to wit:

Approximately 25,269 square feet of office space consisting of the 2nd, 3rd, and 4th floors for a total of 8423 sq. ft. including any common areas of 86 Pryor Street, Atlanta, Georgia 30303.

The above-described Premises being shown and delineated on a drawing prepared by the Landlord and entitled Exhibit A (Premises). A copy of said drawing marked Exhibit A is attached hereto, incorporated in, and by this reference made a part of this Agreement.

Tenant has use of the Common Area subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times.

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 any lawful business in the above-described Premises; however, any change in the nature of the business conducted in the Premises after the Commencement Date of the Agreement shall require the approved written consent of the Landlord, which shall not be unreasonably withheld.

ARTICLE II

TERM

Subject to the terms and conditions herein and pursuant to O.C.G.A. § 36-60-13, Tenant shall have and hold the premises described herein for an initial term, commencing on the Commencement Date, as defined below, which is estimated to be on or about November 1, 2021 (the "Estimated Delivery Date"), and ending at 11:59 p.m. on December 31, 2021 (the "Initial Term"), and shall automatically renew for up to five (5) additional consecutive one-year terms (January – December), in accordance with the terms hereinafter set forth. Pursuant to O.C.G.A. §36-60-13, after the expiration of the initial term, the term of this Agreement shall automatically renew for five (5) consecutive twelve (12) month terms (each an "Option Term") on the terms set forth in this Agreement, subject to the termination right set forth below. The five (5) optional twelve (12) month automatic renewals 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 Option Term, Tenant shall provide the "Notice of Lease Termination" (defined below in this section). In no event shall this Lease Agreement continue beyond December 31, 2026, unless extended by mutual written agreement of both parties.

As reflected above, this Lease Agreement may be terminated if funding is not available and not appropriated for any Option Term after the Initial Option Term by Tenant by providing written notice (the "Notice of Lease Termination") to Landlord at least sixty (60) days prior to the

scheduled expiration of the then existing term (i.e., 60 days prior to the expiration of the then-current Option Term – November 1st of the relevant calendar year or term, as early as November 1, 2022), in which event this Lease Agreement shall terminate as of the expiration of such then existing term. Otherwise, this Lease Agreement shall terminate absolutely and without further obligation on the part of the Tenant as of December 31, 2026, unless extended by mutual written agreement of the parties as is provided in this Agreement. If either Party gives notice of lease termination, Tenant's right to renew the term of this agreement for all subsequent option terms shall immediately expire and be of no further force and effect. Subject to Landlord's rights under this Agreement, Tenant's determination regarding the availability of funds to satisfy Tenant's payment obligations under this Agreement shall be conclusive and binding on all Parties.

ARTICLE III

OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND

THE TERM OF THIS AGREEMENT

Landlord does also grant the tenant an option to extended the lease term agreement for one additional period of five (5) years in accordance with the provisions of O.C.G.A. § 36-60-13, provided that the Tenant provides said notice of its intent to do so no later than one (1) year prior to the expiration of the last Option Term and no later than December 31, 2025.

ARTICLE IV

RENTAL

For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord the Rent as herein defined in Exhibit C which shall include all operating expenses for the Premises.

(a) Tenant's Share. All references in the Lease for purposes of determining Tenant's Share of the Building shall be deemed to refer to 2nd, 3rd, and 4th floors as included herein in Exhibit A shall be 75 % of the Building (based on the Building square footage being approximately 33,692total Rentable Square Footage).

(b) Cap on Controllable Operating Costs. Notwithstanding anything contained in the

Lease to the contrary, during the Extension Term, Controllable Expenses, as defined below, shall not increase by more than three percent (3%) per calendar year, calculated on an annual basis and commencing with calendar year 2022. The calculation of the three percent (3%) cap on an annual basis and commencing for calendar year 2022 means that if Controllable Expenses grow less than three percent (3%) in any year from and after 2022, the full three percent (3%) allowable increase for that year will still be factored into the calculation to determine the amount by which the Controllable Expenses may increase in future years. "Controllable Expenses" shall mean all Operating Costs other than the following: (i) insurance premiums, (ii) cost of licenses, fees and permits, (vi) all labor and related costs which are subject to union or collective bargaining agreements, (vii) those costs required by applicable legal requirements and governmental regulations, (viii) cost associated with any unforeseen repairs or replacements or emergency or other circumstance outside of Landlord's reasonable control and (ix) Real Estate Taxes. Notwithstanding anything herein contained to the contrary, an increase in Real Estate Taxes shall not exceed 5% in any given year of the Lease year.

(c) Acceptance of Premises. Tenant hereby accepts the Existing Premises "AS IS," "WHERE IS" condition, with the conditions and warranties as represented in Article VIII herein. Landlord has agreed to allow all in place furniture to remain in the space for use by the tenant at no additional charge per the listing attached hereto as Exhibit B.

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:

SK ARO, LLC
34 Peachtree Street, Suite 2850
Atlanta, Georgia 30303

TENANT ADDRESS:

Fulton County
Attention: Director of Real Estate & Asset Management
141 Pryor Street, SW

Suite 6001
Atlanta, Georgia 30303

With a copy to:

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

With a copy to:

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

With a copy to:

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

6. Covenant of Title and Quiet Enjoyment. Landlord covenants that he is in legal possession of the Premises in fee simple absolute. 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. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation. Upon written notice to Landlord and notwithstanding anything to the contrary, if such repair or resolution impacting quiet enjoyment and title shall not be substantially

completed within sixty (60) days following the date of effective notice, then within thirty (30) days following expiration of such 60-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt.

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 the Rules and Regulations and all Laws regarding the use and occupancy of the Premises.

7.4 Neither Tenant, nor any of Tenant's Invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Property any Hazardous Materials. 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. Tenant shall not be responsible for environmental contamination of the Premises or Building by any hazardous substance which has migrated to the Premises from another property or Building area through no fault of Tenant or any agent, employee, contractor, licensee, or invitee. Tenant shall be responsible for, to the extent permitted by law, for any loss, claims, liability or costs incurred by reason of any actual failure of Tenant to fully comply with all applicable Laws or Permits, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any 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 immunity 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 actual knowledge, no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances, to Landlord's knowledge, have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; 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; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land;

(viii) to the Landlord's best 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;

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

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

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

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

9. 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 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. Landlord's Failure to Deliver the Premises at the Commencement of the Term. Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise this option then there shall be a total abatement of rent during the period between the Commencement Date and the time the Landlord delivers possession of the Premises to the Tenant
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, Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant shall have the right to terminate this Agreement, provided Tenant shall not take action to terminate Agreement, so long as Landlord is demonstrating diligence and in good-faith in curing the casualty to its completion by giving written notice to Landlord of such termination within thirty (30) days after the Date of Casualty, 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 Tenant does not terminate 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. Tenant may, under this section, terminate this Agreement by thirty (30) days written notice to Landlord which shall be effective upon Landlord's receipt.

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. The 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 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.

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 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 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 Landlord, its 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 terminate this Agreement by written notice to Landlord which shall be effective on Landlord's receipt.

16. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall 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 twenty (20) 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 reasonable material 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 initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

17. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in Article IV above and under the same provisions in force at the expiration or 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 is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, then the tenants rents obligation for the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. 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 by the Landlord; Repairs by Tenant; Tenant Self-Help. Landlord, at Landlord's sole cost and expense, shall maintain and repair in good operable condition and replace as

necessary, throughout the Term of this Agreement, the Building and Common Area, including but without limitation, Landlord shall also: (i) keep the Common Area well-lit and; (ii) perform the Janitorial Services and Exterior Property Maintenance to include but limited to garbage from exterior and interior of the building ; and (iii) maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. Notwithstanding anything in this Agreement to the contrary, Landlord shall have no obligation to repair damages caused by Tenant's negligence or willful misconduct of Tenant's employees, agents, or contractors. Tenant shall notify Landlords of its costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses, tenant and landlord shall agree to mutually approve terms of financial settlement. Upon settlement landlord shall, to the extent obligated for such costs, will pay any such substantiated amount within forty-five (45) days after receipt of an invoice and demand therefor. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents, guests or contractors.

Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises without prior Landlord approval, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

20. Entry for Inspection and Repairs, Alterations or Additions. Tenant shall permit Landlord, his agents or employees to enter onto the Premises at all reasonable times, but after no fewer than two days (2) 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. Tenant reserves the right to require Landlord, his agents or employees to be escorted at all times while in the Premises. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without any advance Notice, Landlord agreeing, however, to promptly notify Tenant of such entry after the fact.
21. Operational Expenses. Landlord shall be solely responsible for furnishing and paying for all operational expenses and utilities to include electricity, gas, light, heat, power, water and sewer or any other utility used for the Premises and Common Areas during normal operational hours. Landlord shall also be responsible for all property management costs, taxes and insurance. Tenant agrees to promptly report to the Landlord any condition that should be addressed by the Landlord. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the Premises.
22. 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.
23. 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.
24. Termites, Rodents and Pests. Landlord shall, at his own cost and expense, keep Common Area

and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement.

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. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal.
26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which Tenant has placed on the Premises. Tenant understands and agrees that Landlord is furnishing certain movable furniture and personal property as part of this Agreement, said movable furniture and personal property being identified in Exhibit B, which shall not be removed without Landlord's prior written consent.
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. Entry for Carding, Etc. Landlord may, within the eighteen (18) month period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or "For Lease." Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees with appropriate notice as noted herein
29. 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 and twenty (120) consecutive days, excepting for purposes of repair of improvements.

30. 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.
31. Assignment and Subletting of Premises by the Tenant. Landlord recognizes and acknowledges that a political subdivision of the State of Georgia. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior written notice thereof. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, or Public Body Corporate and Politic, of Fulton County, Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant. Tenant may sublet the Premises to a third-party, outside the definition of Occupying Agency, only upon written consent from Landlord, which shall not be unreasonably withheld or delayed.
32. Surrender of the Premises. Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition, and ordinary wear and tear excepted.
33. 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.

34. Miscellaneous.

- A. Tenant acknowledges that this Agreement and its obligations hereunder may become a source of repayment for any of Landlord's financing of the Premises. Tenant does not prohibit Landlord from pledging or assigning the rents payable by Tenant hereunder as security for such financing. Tenant will affirmatively support or acknowledge the rights of any lender or other Party in connection with such financing to the extent permitted by law.
- 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 on the Building's lobby directory 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, regulations and ordinances, (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.

35. 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.

(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:

SK ARO, LLC

a Georgia Foreign Limited Liability Company
organized under the laws of the state of Delaware

By: **UNDERGROUND ATLANTA DEVELOPERS, LLC.**
A Georgia limited liability company, its Manager

By: _____
Name: Shaneel Lalani
Title: Managing Member

_____ Date

TENANT:

FULTON COUNTY, GEORGIA

a political subdivision of the State of Georgia

By: _____
Name: Robert L. Pitts
Title: Chairman, Board of Commissioners

_____ Date

ATTEST

By: _____
Name: Tonya R. Grier
Title: Clerk to the Commission

APPROVED AS TO FORM:

By: _____
Name: Kaye Woodard Burwell
Title: Interim County Attorney

P:\CAPROJECTS\DREAM\DA - 86 PRYOR ST - UNDERGROUND\DA PROPOSED FULL SERVICE LEASE - 86 PRYOR - 9.29.2021.DOCX

EXHIBIT A

[Premises]

EXHIBIT B

[Landlord's Furniture and Equipment]

EXHIBIT "C"

RENT

		Monthly	Annual	Revised Cost Sq. Ft.
Rent	Nov - Dec 21	52,500	105,000.00	24.93
	Jan - Dec 22	52,500	630,000.00	24.93
	Jan - Dec 23	54,075	648,900.00	25.68
	Jan - Dec 24	55,697	668,367.00	26.45
	Jan - Dec 25	57,368	688,418.01	27.24
	Jan - Dec 26	59,089	709,070.55	28.06
Totals			3,449,755.56	