

STATE OF GEORGIA
COUNTY OF HALL

LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as "Agreement," made and entered into this _____ day of _____, 2022, by and between 117 BRADFORD, LLC, the business address of which is 4211 Misty Morning Way, Apt. 2212, Gainesville, Georgia, 30506, Party of the First Part, hereinafter referred to as Landlord and HALL COUNTY, GEORGIA, BY AND THROUGH THE BOARD OF COMMISSIONERS OF HALL COUNTY, a political subdivision of the State Government of Georgia, whose complete business address is: P.O. Drawer 1435, Gainesville, Georgia, 30503, Party of the Second Part, hereinafter referred to as Tenant.

WITNESSETH THAT:

ARTICLE I

PREMISES LEASED AND USE OF THE PREMISES BY TENANT

The Landlord, in consideration of the rents agreed to be paid by the Tenant and in consideration 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, demise, and rent, upon the covenants, agreements, provisions, terms, conditions, and stipulations herein stated, unto the Tenant those certain premises situated in Hall County, Georgia, and being more particularly described as follows, to wit:

The Old Whatley Pharmacy Building consisting of
approximately 4729 square feet of office space located at
117 Bradford Street SE in Gainesville, Georgia

Also included as a part of the above-described premises are all the fixtures, improvements, tenements, and appurtenances thereunto belonging or in anywise appertaining including, but not limited to, the right of ingress and egress thereto and therefrom 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 office space. This agreement is inclusive of both floors of the subject premises.

ARTICLE II

TERM

This Agreement shall be for a term of 12 months, commencing on the ____ day of _____, 2022, and ending at 12:00 o'clock midnight on the ____ day of _____, 2023, unless this Agreement shall be renewed or sooner terminated as hereinafter provided.

ARTICLE III

FIXED RENTAL

For the use of the above-described premises, the Tenant agrees to pay the Landlord, the total fixed equal monthly rental of \$4,465.00 dollars, beginning on the _____ day of _____, 2022, and payable thereafter on the 1st day of each and every calendar month during the said term, being at the rate of \$53,580.00 dollars per annum. Rent for any portion of a month at the beginning or end of a term of this Lease shall be prorated on a daily basis, and shall be payable at the beginning of the short period.

ARTICLE IV

TENANT'S OPTION TO RENEW OR EXTEND THIS AGREEMENT

The Landlord, in consideration of the premises and of the covenants, agreements, provisions, terms, conditions, and stipulations herein agreed to be mutually kept and performed by both of the parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of automatically renewing or extending the term of this Agreement, at the expiration of the aforementioned term, on a year to year basis for two consecutive years. Said renewal or extension shall be upon the same covenants, agreements, provisions, terms, conditions, and stipulations as herein set forth and with a 5% annual increase rate of rental herein stipulated; provided, however, that notice of Tenant's desire not to exercise such right, privilege and option shall be given to the Landlord at least forty-five days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions, and stipulations of this Agreement on the part of the Tenant to be performed, kept, and observed, have been fully and faithfully performed, kept, and observed by the Tenant.

ARTICLE V

COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS, AND STIPULATIONS OF THIS AGREEMENT

1. Purpose of Article Headings and Paragraph Identification

The brief captioned Article headings and Paragraph Identification references are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

2. Identification References

The word "Landlord" as used in this Agreement shall be construed to mean Landlord 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.

3. Definitions

The word "Premises" as used in this Agreement shall include not only the

particularly above described property but also all the fixtures, improvements, tenements, and appurtenances thereunto belonging or in anywise appertaining thereto, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

Any and all references to the word "Term" of this Agreement shall include not only the original term of this Agreement but also any renew of or extension of the original term.

4. Time is of the Essence

All time limits stated in this Agreement are of the essence of this Agreement.

5. Notices

All notices, statements, demands, requests, consents, approvals, and authorizations hereunder given by either party to the other shall be in writing and sent by United States Registered or Certified Mail, postage prepaid, and addressed to the party to be notified at such party's address as shown in this Agreement. Either party to this Agreement may from time to time by notice to the other party designate a different address to which notices shall be sent. The day upon which the notice is placed in the mail shall be treated as the date of service of said notice.

6. Covenant of Title and Quiet Enjoyment

Landlord covenants that it is seized of the premises in fee simple absolute. Landlord agrees that the Tenant, paying the rent and keeping the provisions herein contained, shall have lawful, quiet and peaceful enjoyment of the premises, and 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.

7. Notice of Appointment of an 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 notice of the appointment of said agent and of the extent of the authority of such agent is first given to the Tenant by the Landlord or other party appointing such agent.

8. 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 premise shall be binding on the Tenant for any purpose until the Tenant shall have first been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the premises.

9. Binding Effect on Heirs and Assigns

Each of the provisions contained in this Agreement shall apply, extend to, and 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. Whenever

a reference to the parties hereto is made, 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 it were in each such case explicitly expressed.

10. Landlord's Failure to Deliver the Premises at the Commencement of the Term

Should the Landlord, for any reason whatsoever, be unable to deliver possession of the premises and a certificate of occupancy to the Tenant at the commencement of the term, 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 the immediately preceding option then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of the term and the time that the Landlord ultimately delivers possession of the premises to the Tenant.

11. Destruction of or Damage to the Premises

In the event the premises, either prior to the commencement date of the term of this Agreement or during the term hereof, shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the premises shall not thereafter be repaired by the Landlord at its cost and expense with reasonable promptness and dispatch, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof and rent (if any is due) shall be payable only to the date of such damage. Should the premises either prior to the commencement date of the term of this Agreement or during the term hereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the Landlord agrees that the premises, at the Landlord's cost and expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of the partial destruction of the premises there shall be fair abatement in the rent payable during the time such repairs and restoration are being made. Such proportionate deduction of rent to be based upon the extent to which the making of such repairs and restoration shall interfere with the business carried on by the Tenant on the premises. Full rental shall again commence after completion of the repairs and restoration of the premises by the Landlord. In connection with the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy by the Tenant, as to the extent that such repairs and restoration interfere with the business of the Tenant carried on by the Tenant on the premises, and as to whether the repairs and restoration are being made by the Landlord with reasonable promptness and dispatch.

12. Insurance

Landlord shall and will, at its own cost and expense, during the term of this Agreement, keep the premises insured against loss or damage by fire and other casualties or catastrophes for not less than the amount the premises were last assessed for the purpose of property taxation. 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.

13. Use of Premises and Insurance Requirements

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/or other extended coverage insurance 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.

14. Cancellation of this Rental Agreement by the Landlord

Should the Tenant at any time be in default in the payment of rent, or in the performance of any of the provisions of this Agreement and fail to remedy such default within twenty days after written notice thereof from the Landlord, Landlord may enter and repossess the premises, and expel and remove the Tenant and Tenant's effects therefrom.

15. 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 Articles III and IV above, and under the same provisions in force at the expiration or termination of this Agreement.

16. Condemnation

In the event that during the term of this Agreement the whole or any part of the premises shall be taken by any municipal corporation, county, state government, or federal government, or any other public 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, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be paid only up to the time when the Tenant surrenders possession of the premises. When only a portion of the premises are taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceeding, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the premises must be surrendered or whether it will remain on the premises with 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. To exercise this election, the Tenant must notify the Landlord within twenty-five days after it is ultimately determined what portion of the premises will be taken under such proceeding, in the event the Tenant elects to remain on the premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. The rights of the Landlord shall in no way prejudice or interfere with any claim which the Tenant may have against the corporation, government, or authority exercising the power of eminent domain or condemnation for damages, or for destruction of or interference with the business of the Tenant on the premises.

17. Rubbish

Tenant shall keep the premises clean, both inside and outside, at its own cost and expense.

18. Repairs by Landlord

During the term of this Agreement Landlord shall, at his own cost and expense, service, replace, keep, and maintain in good order and repair each and every part and portion of the premises together with any improvements or additions the Landlord might install or place on the premises in the course of the term of this Agreement. Landlord agrees that any services, replacement, repairs, or maintenance done by the Tenant to the existing 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 this provision. In the event that Tenant constructs or erects any additions and/or improvements on the premises, Landlord shall have no obligation whatsoever to service, replace, keep, or maintain the same in good order and repair.

19. Entry for Inspection and Repairs, Alterations, or Additions

Tenant shall permit Landlord, his agents, or his employees, to enter onto the premises at all reasonable times 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.

20. Janitorial Services

Janitorial services will not be provided by the Landlord.

21. Utilities

Tenant shall pay for all telephone, water, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the premises. No deduction shall be made from the amount due to stoppage in the service of water, electricity, gas, fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the Landlord. In the event of the interruption in water, electricity, gas, fuel, oil, coal, light, heat, and/or power by act of the Landlord, Landlord will proceed with all due diligence to restore same. The heating and air conditioning system for the premises will be replaced if a qualified heating and air technician deems it necessary in the future to do so.

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 the Landlord at his own cost and expense, unless such damage(s) or defect(s) are the result of actions or inactions caused by the Tenant. Any said damage(s) or defect(s) caused by the Tenant shall be remedied to its prior condition at Tenant's own cost and expense.

23. Taxes and Assessments

Landlord, during the term of this Agreement, agrees and covenants to payoff, 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 its own expense, initially treat and maintain annual treatments to keep the premises 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 Tenant's Improvements, Erections, Additions, and Alterations

The tenant may make, at its own cost and expense with Landlord's approval, such improvements, erections, additions, and alterations as are necessary to adapt the premises for conducting the Tenant's business. All improvements, erections, additions, and alterations installed or placed on the premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue as 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/or 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 and Equipment by Tenant

At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all equipment, appliances, movable furniture, and personal property which it has placed on the premises.

27. Waiver of Right

The waiver by Landlord, or by Tenant, of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement.

28. Entry for Carding of Premises

In the event that Tenant does not exercise the renewal or extension option provided in Article IV above, then it is agreed that the Landlord may, within forty-five days next 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 leases.

29. Abandonment of Premises by Tenant

During the term of this Agreement, Tenant agrees not to abandon or vacate the premises without cause.

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 in which the premises may be located.

31. Assignment and Subletting

Except to another agency, department, commission, board, or bureau within the Executive Branch of the State Government of Georgia, to another branch of the State

Government of Georgia, or to a State Authority, Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the premises, or any portion thereof, without the consent of Landlord first having been had and obtained. However, it is agreed by the parties hereto that Landlord shall not unreasonably withhold such consent. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, on twenty days' notice to Tenant, terminate this Agreement. Consent to one assignment and/or subletting shall not destroy this provision and all later assignments and/or subletting shall likewise be made only with the prior consent of the Landlord, which consent shall not unreasonably be withheld.

32. Surrender of the Premises

Tenant shall at the expiration of this Agreement surrender up the premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other causalities or catastrophes, condemnation, and damage or defects arising from the negligence or default of the Landlord excepted.

33. Invalidity of Provisions

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.

34. Special Provisions

- a. Insofar as the following special provision(s), conflict(s) with any of the foregoing provisions, the following provision(s) shall control.
- b. Landlord shall be responsible for compliance with all applicable permitting and zoning ordinances and requirements of local and state building codes, life safety codes, handicap accessibility codes, The Americans with Disabilities Act (ADA-1990), and the securing of a certificate of occupancy for the modification or construction of the premises.
- c. Landlord and Tenant hereby certify that the provision of law contained in an act prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State as set forth in O.C.G.A. Ch. 45-10, Art. 2, Part I (Ga. Laws 1983, p. 1326. as amended) have not been and will not be violated in any respect by this Agreement.
- d. This agreement shall terminate absolutely and without further obligation on the part of the Tenant at the close of the calendar year or fiscal year in which it was executed and at the close of each succeeding calendar or fiscal year for which it may be renewed subject to the provision for automatic renewal contained in Article IV hereof.
- e. This agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Tenant under the agreement.
- f. This agreement, upon execution by the parties, shall act to immediately supersede and terminate the previous Lease Agreement between Landlord and Hall County by and through the Hall County Board of Commissioners.

35. Entire Agreement

This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the premises. There are no provisions, understandings,

representations or inducements, either oral or written, between the parties other than those herein above set forth. It is further understood and agreed that no subsequent alteration, amendment, modification, change, or addition to this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement.

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

LANDLORD:

117 BRADFORD, LLC

By: Lavinia W. Head
Authorized Member

Lavinia W. Head
(Print)

By: Linda W. Carter
Authorized Member

Linda W. Carter
(Print)

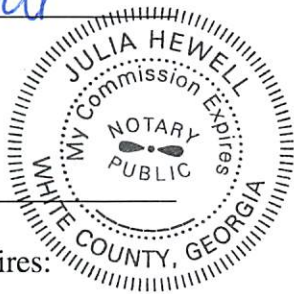
Signed, sealed, and delivered in the presence of:

Julia Hewell
Witness

Notary Public:

10-22-26

My Commission expires:



TENANT:

HALL COUNTY, GEORGIA

By: _____
Chairman Richard Higgins

Attested by:

County Clerk

Notary Public:

My Commission expires:

[Signatures continued from previous page.]

Approved as to form:

County Attorney