

ASSIGNMENT AND ASSUMPTION OF LEASE
WITH CONSENT OF TENANT

This Assignment and Assumption of Lease with Consent of Tenant (the “Assignment”) is made and entered into effective as of the ___ date of February, 2023, by and between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the Assignor”) and **THE HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF GAINESVILLE**, a hospital authority organized and existing under the laws of the State of Georgia whose mailing address is 743 Spring Street, N.E., Gainesville, Georgia 30501 (the “Assignee”).

WHEREAS, Assignor, contemporaneously herewith, is conveying all duties, obligations, and responsibilities under the Lease (defined below) that occur after the date of full execution of the document to Assignee as to the real property located at **1255 Vine Street, Gainesville, Georgia 30501, comprising Tax Parcel #s 01064 001023A and 01064 001018A** (the “Property”); and

WHEREAS, said conveyance includes all rights and appurtenances associated with the Property; and

WHEREAS, said Property is encumbered by that certain Commercial Lease between Assignor, as Landlord, and **NORTH GEORGIA WORKS, INC.**, a Georgia corporation, as Tenant, dated March 6, 2018 (the “Lease”), a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title, and interest as the Landlord under the Lease and Assignee desires to accept such assignment and assume all of Assignor’s rights and obligations under the Lease.

NOW, THEREFORE, the parties hereto in consideration of their mutually dependent promises and other good and valuable considerations, the receipt and sufficiency are hereby acknowledged, the undersigned hereby agree as follows:

1. Assignor hereby conveys, assigns, transfers, and sets over, unto Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Lease.
2. Assignee hereby accepts the foregoing Assignment and agrees to faithfully perform all covenants, stipulations, agreements, and obligations of the Assignor under the Lease which has been assigned to such Assignee hereunder.
3. To the extent allowed by law, Assignor hereby indemnifies and holds harmless Assignee from and against any and all claims, causes of action or damages (including attorney’s fees, expenses of litigation and costs of appeal), if any, arising out of liabilities incurred or Assignor’s failure to perform any condition or covenant of the Lease which arose prior to the date hereof.
4. Assignee hereby indemnifies and holds harmless Assignor from and against any and all claims, causes of action or damages (including attorney’s fees, expenses of litigation and costs of appeal), if any, arising out of liabilities incurred or Assignee’s failure to perform any condition or covenant of the Lease which arise after the date hereof.
5. This Assignment shall be binding upon and insure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Georgia.

[SIGNATURES ON FOLLOWING PAGES]

STATE OF GEORGIA
COUNTY OF HALL

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment and Assumption of Lease with Consent of Tenant to be executed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Comm. Expires: _____

(Notary Seal)

[Seal of Hall County Affixed]

ASSIGNOR: HALL COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Attest: _____
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous, III, County Attorney

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Comm. Expires: _____

(Notary Seal)

ASSIGNEE: THE HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF GAINESVILLE, a hospital authority organized and existing under the laws of the State of Georgia

By: _____
Its: _____

Attest: _____
Its: _____

(Seal)

Consented to by Tenant:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Comm. Expires: _____

(Notary Seal)

TENANT: NORTH GEORGIA WORKS, INC., a Georgia corporation

By: _____
Name: _____
Its: _____

(Corporate Seal)

Exhibit "A"

INSERT LEASE

COMMERCIAL LEASE

THIS LEASE, made this 6th day of March, 2018 by and between Hall County, Georgia, first party (hereinafter called "Landlord") and North Georgia Works, Inc., second party (hereinafter called "Tenant"):

WITNESSETH:

PREMISES

1. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

See attached Exhibit "A"

and being known as 1255 Vine Street, Gainesville, GA 30601. No easement for light or air is included in the Premises.

TERM

2. The Tenant shall have and hold the Premises for a term of One (1) Year, beginning on the 7th day of March, 2018 and ending on the 6th day of March, 2019, at midnight, unless sooner terminated as hereinafter provided.

RENTAL

3. Tenant agrees to pay to Landlord, by payments to Hall County, Landlord, who negotiated this Lease, at the office of Landlord, an annual rental in the amount of \$1.00 which shall be paid promptly on the first day of each year in advance during the term of this Lease.

Rent shall be paid in advance on the first day of each year and shall not be considered past due by Landlord if received prior to the Tenth (10th) day of the year in which it becomes due. Any rent or outstanding balance received after the Tenth (10th) day of each year will be subject to a Fifteen Percent (15%) late fee.

SECURITY DEPOSIT

4. No security deposit shall be required.

UTILITY BILLS

5. Tenant shall pay the total monthly utility bills, including, but not limited to gas, electricity, fuel, light, and heat bills for the Premises.

USE OF PREMISES

6. Premises shall be used for Transitional Housing for Workforce Development purposes and no other. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

ABANDONMENT OF THE PREMISES

7. Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein until the expiration hereof.

REPAIRS BY LANDLORD

8. Landlord shall not be responsible for any repairs to the Premises. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligations to inspect said Premises.

REPAIRS BY TENANT

9. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain the Premises in good order and repair. Tenant agrees to keep in good repair the roof,

including gutters and downspouts foundations and exterior walls of the Premises, and underground utility and sewer pipes outside the exterior walls of the building. Heating and air conditioning equipment (including, but not limited to replacement of parts, compressors, air handling units and heating units), and other improvements located thereon shall be the responsibility of Tenant. Tenant further agrees to care for the grounds around the building, including the parking lot and drive, the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

DESTRUCTION OF OR DAMAGE TO PREMISES

10. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. If damage cannot be repaired within sixty (60) days, Tenant shall have the option of terminating this Lease.

INDEMNITY

11. Tenant agrees to and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorneys fees and court costs except those arising out of Landlord's (or its agents, employees, or contractors) gross negligence or willful misconduct.

Tenant shall, at all times during the Lease term and at its own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage, with minimum limits of \$1,000,000.00 on account of bodily injuries to, or death of, one or more than one person as the result of any one accident or occurrence and \$500,000.00 on account of damage to property. Such policy shall name the Landlord as additional insured. Landlord shall not be obligated to insure any personal property of Tenant upon or within the Leased Premises, any fixtures installed or paid for by Tenant upon or within the Leased Premises, or any improvements which Tenant may construct on the Leased Premises. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord. Tenant at all times during the term of this Lease shall, at its own expense, keep in full force and effect such insurance on its property against fire and such other risks as Tenant deems appropriate, using "blanket" insurance coverage if it so desires.

GOVERNMENTAL ORDERS

12. Tenant agrees, at his own expense, promptly to comply with all requirements of any legally constituted public authority made necessary solely by reason of Tenant's specific use of the Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's specific use. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to \$10,000.00, then the Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

CONDEMNATION

13. If any portion of the Premises, or such portion of the building or property as will make the Premises unusable for the purposes herein leased, condemned by any legally constituted authority or any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any

award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

ASSIGNMENT AND SUBLETTING

14. Tenant may sublease portions of the Premises to others provided such sublessee's operation is a part of the general operation of Tenant and is under the supervision and control of Tenant, creates no burden on Landlord with compliance of building codes as it relates to multi-tenant occupancy and provided such operation is within the purposes for which the Premises shall be used. Except as provided in the preceding sentence, or with Landlord's written consent (which will not be unreasonably withheld, conditioned or delayed), Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

REMOVAL OF FIXTURES

15. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

EVENTS OF DEFAULT

16. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant; (1) Tenant fails to pay the rental within ten (10) days of written notice; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease, and Tenant fails to take reasonable effort to cure such failure within thirty (30) days of Landlord's written notice; (4) Tenant is adjudicated bankrupt; (5) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit of creditors; or (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

17. Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereinafter) and without prejudice to any other remedy herein provided or provided by law: (a) if the Event of Default involves nonpayment of rental, and Tenant fails to cure such default within ten (10) days after receipt of written notice thereof from Landlord, or in the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental, and Tenant fails to cure, or fails to commence a cure, such default within thirty (30) days after the receipt of written notice of default from Landlord. Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (b) if the Event of Default involved any matter other than those set forth in item (a) of this Paragraph 17 the Landlord may terminate this Lease by giving written notice to Tenant and upon such termination, shall be entitled to recover from Tenant damages in an amount equal to all rent which is then due and which would otherwise have become due throughout the remaining term of this Lease or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten (10) days after receipt of such notice, the entire amount of the rental for the remainder of the term of this Lease or any renewal or extension thereof, shall immediately become due and payable upon the expiration of the ten day period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the

Tenant within said ten-day period, the entire amount of said rental shall thereupon become immediately due and payable without further notice to Tenant; or (d) upon any Event of Default. Landlord, as Tenant's agent, without terminating this Lease may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to litigate damages by reason of Tenant's default.

EXTERIOR SIGNS

18. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any said signs and agrees upon removal of said signs to repair all damage incidents to such removal.

ENTRY FOR CARDING, ETC.

19. Landlord may card the Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

EFFECT OF TERMINATION OF LEASE

20. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

NO ESTATE IN LAND

21. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER

22. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant-at-will at the rental rate which is in effect at end of Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant-at-sufferance and, commencing on the date following the date of such expiration, the annual rental payable under Paragraph 3 hereof shall, for each year, or fraction thereof, during which Tenant so remains in possession, be 150% the annual rental otherwise payable under Paragraph 3 hereof. This under either case, Tenant shall be required to vacate the building within thirty (30) days by written notice to Landlord.

ATTORNEY'S FEE AND HOMESTEAD

23. If any rent or other sum owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions, which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord his homestead exemption.

RIGHTS CUMULATIVE

24. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

SERVICE OF NOTICE

25. Tenant hereby appoints as his agent to receive service at all dispossession or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from Premises.

WAIVER OF RIGHTS

20. No failure of Landlord to exercise any power given Landlord hereunder, or to assist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver at Landlord's rights to demand exact compliance with the terms hereof.

DISCLOSURE OF OWNERSHIP

27. The owner of the Premises is Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30503, and the person authorized to manage the Premises is Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30503. Service of process and demands and notices as to the Landlord shall be made on Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30503, who is authorized to acknowledge the receipt of same.

AGENCY DISCLOSURE

28. The Simpson Company of Georgia, Inc. has acted as agent for the Tenant in this transaction and is to be paid by the Landlord a commission of \$0.00 for negotiating this transaction.

All licensed real estate agents are obligated by law to treat you honestly and fairly. They must:

Present all offers to the owner promptly; respond honestly and accurately to questions concerning the property; disclose material facts the agent knows or reasonably should know about the property; offer the property without regard to race, creed, sex, religion, or national origin.

Representing the owner a real estate agent can provide you with information about available properties and sources of financing; show you available properties and describe their attributes and amenities; assist you in submitting an offer to purchase or lease. You may, if you feel it necessary, obtain professional advice from other sources.

The real estate agent who presents the disclosure form to you must act in compliance with his or her firm's policies. Agents for a real estate firm must represent owner of any property listed for sale or lease with that firm. They must also represent the owner of any property listed in any multiple listing service to which their firm belongs unless the owner has, in writing, released them from that obligation prior to their offering the property to a prospective purchaser. On properties not listed for sale or lease with the firm, (the firm, not the individual agent) may elect to represent either the owner of the property or the prospective purchaser or lessee.

TIME IS OF THE ESSENCE

29. Time is of the essence of this Lease.

DEFINITIONS

30. "Landlord" as used in this Lease shall include first party, his heirs, representation assigns and successors in title to the Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subleases, as to the Premises covered by such assignment or sublease.

SPECIAL STIPULATIONS

In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:

1. See Attached Exhibits "A" and "B"

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

LANDLORD: HALL COUNTY, GEORGIA

TENANT: NORTH GEORGIA WORKS,
INC.

By: [Signature]
Its: Chairman
Date: March 6, 2018

By: [Signature]
Its: President
Date: March 8, 2018

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EXHIBIT "A"

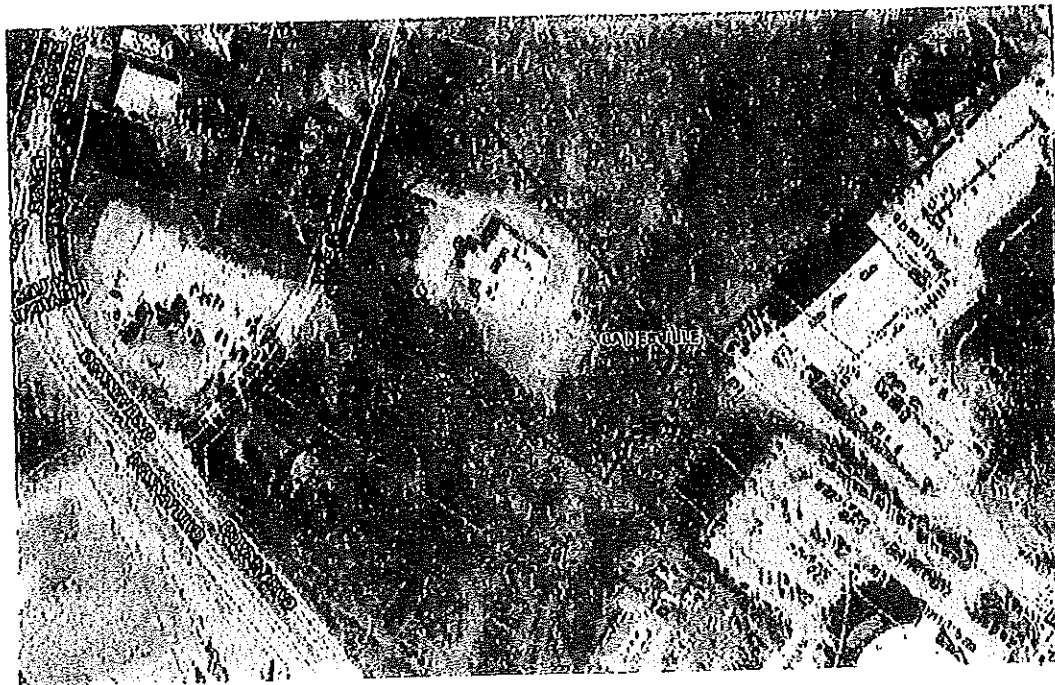


EXHIBIT "B"

SPECIAL STIPULATIONS

1. The initial term of this lease shall be as provided in Item 2 (TERM) hereof to be followed by 24 consecutive annual renewal terms which shall automatically renew unless either party is found to be in default as provided in Item 16 hereof at the termination of the initial term or any subsequent renewal term or unless sooner otherwise terminated as herein provided.
2. This Lease shall be contingent upon Tenant obtaining all necessary permits from the City of Gainesville for using Premises as a Transitional Housing Facility for Workforce Development. If Tenant is unable to obtain all necessary permits for said use, this lease shall terminate and shall be null and void.
3. Notwithstanding any terms or provision of this lease agreement to the contrary this lease agreement shall terminate absolutely and without further obligation on the part of Hall County, Georgia at the close of the calendar 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. O.C.G.A. Section 36-60-133(1).
4. In the event that Tenant upon taking possession of the premises should undertake to renovate the premises so as to be more suitable for Tenant's intended use, Tenant shall be responsible for removal of all county furnishings, fixtures, equipment and materials found necessary by Tenant to be removed prior to or during renovation and shall furthermore be responsible for placing such property into a facility which county approves as satisfactory and adequate for the storage of such property.
5. During the tenure of the lease Tenant shall make available for Landlord's use an interior storage space in the approximate size of 8' x 12' (96 square feet) for the use by Landlord for storage of non-hazardous material.