

TRANSMITTAL FORM FOR LEGISLATION

*Shantae Deenath* (signature)

TO: MAYOR'S OFFICE

ATTN: MARVA LEWIS

Dept.'s Legislative Liaison: Carmen Anderson

Contact Number: 404-865-8993

Originating Department: Department of Enterprise Assets Management

Committee(s) of Purview: Public Safety and Legal Administration Committee

Chief of Staff Deadline: March 8, 2019

Anticipated Committee Meeting Date(s): March 26, 2019 (1<sup>st</sup> Read) & April 23, 12, 2019 (2<sup>nd</sup> Read)

Anticipated Full Council Date: May 6, 2019

Legislative Counsel's Signature: *Kempster Charles*

Commissioner's Signature: *[Signature]* *sc*

Public Defender's Signature: *[Signature]*

Chief Financial Officer: *[Signature]*

Chief Information Officer Signature (for IT Procurements): *[Signature]*

*(S)* 3/7/19

Chief Procurement Officer Signature: \_\_\_\_\_

**CAPTION**

AN ORDINANCE  
BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE ON BEHALF OF THE CITY OF ATLANTA ("CITY") TO EXECUTE A LEASE AGREEMENT WITH MCCALL REALTY, LLC, A GEORGIA LIMITED LIABILITY COMPANY, FOR APPROXIMATELY 2,375 RENTABLE SQUARE FEET OF OFFICE SPACE LOCATED AT 236 FORSYTH STREET SW, SUITE 402, ATLANTA, GEORGIA, FOR THE OFFICE OF THE PUBLIC DEFENDER FOR A TERM COMMENCING ON MAY 1, 2019 THROUGH AUGUST 31, 2020; AUTHORIZING THE PAYMENT OF RENT TO COMMENCE UPON CITY'S POSSESSION OF THE PREMISES AT A BASE RENTAL IN THE AMOUNT OF \$17.00 PER SQUARE FOOT (\$3,364.58 MONTHLY) FOR THE FIRST TWELVE MONTHS AND \$17.77 PER SQUARE FOOT (\$3,515.99 MONTHLY) FOR THE REMAINDER OF THE TERM, AND OPERATING COSTS; AUTHORIZING EXPENDITURES TO BE CHARGED TO AND PAID FROM THE ACCOUNTS AS SHOWN; WAIVING ARTICLE X, SECTION 2-1546 OF THE PROCUREMENT CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT - indicate dollar amount:  
(see Part 2-B-#6 when applicable)

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ (date)      Received by LC from CPO: \_\_\_\_\_ (date)

Received by Mayor's Office: \_\_\_\_\_ (date)      Reviewed by: \_\_\_\_\_ (date)

Submitted to Council: \_\_\_\_\_ (date)

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** Public Safety and Legal Administration Committee

**Caption:**

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**Council Meeting Date:** May 6, 2019

**Legislation Title:** AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE ON BEHALF OF THE CITY OF ATLANTA ("CITY") TO EXECUTE A LEASE AGREEMENT WITH MCCALL REALTY, LLC, A GEORGIA LIMITED LIABILITY COMPANY, FOR APPROXIMATELY 2,375 RENTABLE SQUARE FEET OF OFFICE SPACE LOCATED AT 236 FORSYTH STREET SW, SUITE 402, ATLANTA, GEORGIA, FOR THE OFFICE OF THE PUBLIC DEFENDER FOR A TERM COMMENCING ON MAY 1, 2019 THROUGH AUGUST 31, 2020; AUTHORIZING THE PAYMENT OF RENT TO COMMENCE UPON CITY'S POSSESSION OF THE PREMISES AT A BASE RENTAL IN THE AMOUNT OF \$17.00 PER SQUARE FOOT (\$3,364.58 MONTHLY) FOR THE FIRST TWELVE MONTHS AND \$17.77 PER SQUARE FOOT (\$3,515.99 MONTHLY) FOR THE REMAINDER OF THE TERM, AND OPERATING COSTS; AUTHORIZING EXPENDITURES TO BE CHARGED TO AND PAID FROM THE ACCOUNTS AS SHOWN; WAIVING ARTICLE X, SECTION 2-1546 OF THE PROCUREMENT CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND FOR OTHER PURPOSES.

**Requesting Dept.:** Department of Enterprise Assets Management

**B. To be completed by the department:**

- 1. Please provide a summary of the purpose of this legislation (Justification Statement).** The purpose of this Ordinance is to authorize the Mayor or her designee to enter into a Lease Agreement with McCall Realty, LLC, a Georgia limited liability company, for rental of approximately 2,375 square feet of office space located at 236 Forsyth Street, SW, Suite 402, Atlanta, Georgia ("Premises") for the Office of the Public Defender for a term commencing on May 1, 2019 through August 31, 2020.
- 2. Please provide background information regarding this legislation.** The Office of the Public Defender currently occupies office space at 236 Forsyth Street, Suite 500, Atlanta, Georgia, and needs additional office space for their services. The City wishes to lease an additional 2,375 square feet of office space, at the same location for a term commencing on May 1, 2019 through August 31, 2020. The payment of rent will commence upon the City's possession of the Premises in the amount of \$3,364.58 per month for the first year and \$3,515.99 per month for the remainder of the term.

**3. If Applicable/Known:**

- (a) **Contract Type:** Lease Agreement
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids/Proposals Received:** N/A
- (f) **Bidders/Proponents:** N/A
- (g) **Background:** The Office of the Public Defender currently occupies office space at 236 Forsyth Street, Suite 500, Atlanta, Georgia, and needs additional office space for their services. The City wishes to lease an additional 2,375 square feet of office space, at the same location for a term commencing on May 1, 2019 through August 31, 2020. The payment of rent will commence upon the City's possession of the Premises in the amount of \$3,364.58 per month for the first year and \$3,515.99 per month for the remainder of the term.
- (h) **Term of Contract:** May 1, 2019 through August 31, 2020.

**4. Fund Account Center:** N/A

**5. Source of Funds:** 1001 (General Fund), 300101 (PDA Public Defender Administration), 5223103 (Building Rental or Lease Services), 2800000 (Public Defender)

**6. FISCAL IMPACT**

- Cost will be covered by the Department's current year budget
- Budget neutral – no monetary impact
- Cost not anticipated in the Department's current year budget – see account string in legislation

Or

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Note

**7. Method of Cost Recovery:**

**8. Approvals:**

**DOF:**

**DOL:**

**This Legislative Request Form Was Prepared By:** Cheryl Glenn-Snooks, Real Estate Manager

**Contact Number:** 404-546-1829

**AN ORDINANCE  
BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE ON BEHALF OF THE CITY OF ATLANTA (“CITY”) TO EXECUTE A LEASE AGREEMENT WITH MCCALL REALTY, LLC, A GEORGIA LIMITED LIABILITY COMPANY, FOR APPROXIMATELY 2,375 RENTABLE SQUARE FEET OF OFFICE SPACE LOCATED AT 236 FORSYTH STREET SW, SUITE 402, ATLANTA, GEORGIA, FOR THE OFFICE OF THE PUBLIC DEFENDER FOR A TERM COMMENCING ON MAY 1, 2019 THROUGH AUGUST 31, 2020; AUTHORIZING THE PAYMENT OF RENT TO COMMENCE UPON CITY’S POSSESSION OF THE PREMISES AT A BASE RENTAL IN THE AMOUNT OF \$17.00 PER SQUARE FOOT (\$3,364.58 MONTHLY) FOR THE FIRST TWELVE MONTHS AND \$17.77 PER SQUARE FOOT (\$3,515.99 MONTHLY) FOR THE REMAINDER OF THE TERM, AND OPERATING COSTS; AUTHORIZING EXPENDITURES TO BE CHARGED TO AND PAID FROM THE ACCOUNTS AS SHOWN; WAIVING ARTICLE X, SECTION 2-1546 OF THE PROCUREMENT CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Office of the Public Defender (the “Public Defender’s Office”) currently occupies 12,175 rentable square feet of office space at 236 Forsyth Street SW, Suite 500, Atlanta for its administrative and office work; and

**WHEREAS**, McCall Realty, LLC (the “Landlord”), a Georgia limited liability company, is the landlord of the building at 236 Forsyth Street SW, Atlanta; and

**WHEREAS**, the Public Defender’s Office has a need for additional office space and has found suitable space at 236 Forsyth Street SW, Suite 402 (the “Premises”); and

**WHEREAS**, the Landlord wishes to lease the Premises to the City, and the City wishes to lease the Premises from the Landlord under the terms and conditions of a lease agreement (the “Lease Agreement”) between the parties containing the requirements set forth herein; and

**WHEREAS**, the Lease Agreement with the Landlord provides for a term from May 1, 2019 through August 31, 2020, and for the payment of rent beginning upon City’s possession of the Premises at a base rental in the amount of \$17.00 per square foot (\$3,364.58 monthly) for the first twelve months and \$17.77 per square foot (\$3,515.99 monthly) for the remainder of the term and operating costs; and

**WHEREAS**, it is necessary to waive the requirements of the Procurement Code of the City of Atlanta Code of Ordinances, Article X, Section 2-1546 to timely meet the requirements of this Ordinance; and

WHEREAS, the proposed lease agreement is substantially similar to the Lease Agreement attached hereto as Exhibit A.

**THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS AS FOLLOWS:**

**Section 1:** The Mayor or her designee is authorized on behalf of the City to enter into an agreement to lease the Premises from McCall Realty, LLC for a term from May 1, 2019 through August 31, 2020, and to pay rent upon the City's possession of the Premises at a base rental in the amount of \$17.00 per square foot (\$3,364.58) for the first twelve months and \$17.77 per square foot (\$3,515.99) for the remainder of the term and operating costs.

**Section 2:** All rent and other costs and expenses in connection with the Lease Agreement shall be charged to and paid from **1001 (General Fund) 300101 (PDA Public Defender Administration) 5223103 (Building Rental or Lease Services) 2800000 (Public Defender).**

**Section 3:** The City Attorney or her designee is directed to prepare such Lease Agreement and all necessary supporting documents for execution by the Mayor or her designee.

**Section 4:** The Mayor or her designee is authorized to execute and deliver, on behalf of the City, such other documents, certificates, papers and instruments as are necessary, appropriate, advisable or required to effectuate the purpose and intent of this ordinance and to consummate the actions contemplated by this Ordinance and the proposed Lease Agreement.

**Section 5:** The provisions of the City of Atlanta Code of Ordinances Section 2-1546 requiring a request for lease proposals, procedures for public notice and discussions, further authorization by City Council, and other actions are hereby waived for the purposes of this Ordinance only.

**Section 6:** The Lease Agreement shall not become binding upon the City and the City will incur no obligation or liability under it until the Lease Agreement has been approved by the City Attorney or her designee as to form, executed by the Mayor or her designee, attested to by the Municipal Clerk or her designee, and delivered to the Landlord.

**Section 7:** All other ordinances and parts of ordinances in conflict with this Ordinance are hereby waived for the purposes of this Ordinance only, and only to the extent of the conflict.

**Exhibit "A"**  
**Form of Lease Amendment**

[Attached]



**ATLANTA COMMERCIAL BOARD OF REALTORS, INC.  
OFFICE LEASE AGREEMENT**



THIS LEASE is made this \_\_\_\_\_ day \_\_\_\_\_, 2019 by and McCall Realty, LLC, (hereinafter called "Landlord"), The City of Atlanta (hereinafter called "Tenant"), and The Wesley Company (hereinafter called "Broker").

**1. PREMISES.** Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and contained hereinafter to be paid, kept and performed by Tenant, leases and rents unto Tenant and Tenant hereby rents and leases from Landlord the following described space in 236 Forsyth Street S.W., Atlanta, Fulton County, GA 30303, Suite 402 (hereinafter called the "Building") being approximately 2,375 rentable square feet located at 236 Forsyth Street S.W., Atlanta, Fulton County, GA 30303, Suite 402 (hereinafter called the "Premises"). The Premises are more particularly described and shown on Exhibit "A" as attached hereto and made a part hereof. No easement for light or air is granted hereunder.

**2. TERM.** The Tenant shall have and hold the Premises for a term of eighteen (18) months beginning on the 1st day of March, 2019, and ending on the 31<sup>st</sup> day of August, 2020, at midnight, unless sooner terminated as hereinafter provided, or unless adjusted pursuant to Paragraph 6. (hereinafter called "Term").

**3. RENTAL AND COVENANTS TO PAY RENT.**

(A) Tenant shall pay to Landlord at 236 Forsyth Street SW, Suite 104, Atlanta, GA 30303, to the Attention of McCall Realty or at such other place as Landlord may designate in writing without demand, deduction or set-off, in advance on the first day of each calendar month during the Term subject to adjustment as provided in this paragraph. However, the rental shall be no less than the Base Rental as specified below. Rental for any period during the Term which is for less than one month shall be a prorated portion of the monthly rental due.

(B) Base Rental shall escalate as follows:

Months 1-12	\$17.00 per sf	\$3,364.58 per month
Months 13-18	\$17.77	\$3,515.99

(C) All payments, other than those specified above, as required in this Lease to be made by Tenant to Landlord shall be deemed to be and shall become additional rent hereunder, whether or not the same shall be designated as such and shall be due and payable along with usual rental payments subject to the same conditions and remedies as exist for said rental payments.

**4. LATE CHARGES.** Other remedies for nonpayment of rental notwithstanding, time is of the essence of this Lease and if Tenant's payment has been received by Landlord more than six (6) business days after Tenant's receipt of written notice from Landlord that it is overdue, a late charge equal to the greater of five percent (5%) of the monthly rent or One Hundred Dollars (\$100.00) will be due as additional rent. In the event Tenant's rent check is dishonored by the bank, Tenant agrees to pay Landlord \$25.00 as a handling charge and, if applicable, the late charge, and Tenant shall deliver said monies to Landlord as specified in Paragraph 3. Any other amounts payable to Landlord under this Lease, with the exception of rent, shall be considered past due 30 days from Landlord's billing date and Tenant shall pay a monthly service charge of 5% of the amount past due for that and each subsequent month that the amount remains past due. The parties agree that such charges represent a fair and reasonable estimate of the costs the Landlord will incur by reason of such late payment and/or returned check.

**5. INTENTIONALLY DELETED.**

**6. COMMENCEMENT DATE.**

(A) The date on which possession of the Premises is taken by Tenant (hereinafter called "Commencement Date") will establish the commencement of rent on this Lease if possession is taken before the 1<sup>st</sup> day of January, 2019. If for any reason Landlord fails to deliver the Premises ready for occupancy on the above date, this Lease shall remain in full force and effect and Landlord shall have no liability to Tenant due to delay in occupancy and rental shall commence when the Premises are ready for occupancy, except as follows, and rental shall commence when the Premises are ready for occupancy, however, Tenant shall receive a rent credit equal to one (1) day's rental for each day that the Premises are delivered beyond such date which credit shall be applied to the first rents coming due under this Lease until such credit is fully utilized.. Moreover, the Term of this Lease shall be proportionately extended for an additional period of time to the end so that this Lease shall provide for a full Term as herein provided. If the Premises is not ready for Tenant's occupancy on or before \_\_\_\_\_, then Tenant shall have the right to terminate this Lease by written notice to Landlord, effective upon Landlord's receipt of such notice. If a delay in having the Premises ready for occupancy is caused by Tenant, or if the Premises are ready for occupancy on the above date but Tenant does not take occupancy, rental in either case will commence as of the above date, unless specified otherwise herein.

**(B) INSTALLATION OF FF&E.** Notwithstanding anything to the contrary contained herein, Tenant may occupy the Premises a minimum of 14 days prior to the Commencement Date (after Tenant's receipt of reasonable advance notification from Landlord that the Premises are ready for such early occupancy) for the purposes of installing Tenant's Furniture, Fixtures and equipment including Tenant's low voltage wiring provided that Tenant shall coordinate such early occupancy with and shall not unreasonably interfere with Landlord's Contractor installing the Tenant Improvements. Tenant shall not be obligated to pay rent for such early occupancy nor shall such occupancy advance the Commencement Date, as defined herein.

**7. ACCEPTANCE OF PREMISES.** Landlord and Landlord's broker have made no representations or promises with respect to the Building, the Premises, or this Lease except as herein expressly set forth. The taking of possession of the Premises by Tenant shall be evidence that Tenant has accepted and that the Premises and the Building are suitable for the use intended by Tenant and were in satisfactory condition at the time such possession was so taken, except to the extent the Premises or the Building are not in satisfactory condition, no compliant with applicable laws and excluding any latent or patent defects and any punch list items.

**8. REPAIR BY TENANT AND REMOVAL OF IMPROVEMENTS AND ALTERATIONS UPON TERMINATION.**

(A) Tenant will, at Tenant's expense, take good care of the Premises and the fixtures and appurtenances therein, and will cause no active or permissive waste or injury thereof other than reasonable wear and tear, damage by fire, the elements or casualty; and Tenant shall, at Tenant's expense, but under the direction of Landlord, promptly repair any damage to the Premises or the Building caused by the misuse or neglect thereof, or by persons permitted on the Premises by Tenant, or Tenant moving in or out of the Premises.

(B) Tenant will not, without Landlord's written consent (such consent not to be unreasonably withheld, conditioned or delayed by Landlord with respect to nonstructural alterations, additions or improvement), make any alterations, additions or improvements in or about the Premises and will not do anything to or on the Premises which will increase the rate of fire insurance on the Building. All alterations, additions or improvements (including but not limited to carpets, window treatments, and window treatment hardware) made or installed by Tenant to the Premises shall become the property of Landlord at the expiration of the Term of this Lease, or any extensions or renewals thereof. Landlord reserves the right to require Tenant to remove any improvements or additions made to the Premises (provided that Landlord informed Tenant in writing of such removal requirement at the time that Landlord granted consent for such improvement or addition, otherwise such removal will not be required) by Tenant except for the Tenant Improvements (notwithstanding the foregoing, Landlord may require and Tenant shall have the right to remove any information technology equipment installed by Tenant on the Premises); Tenant further agrees to do so, where applicable, prior to the expiration of the Term or within thirty (30) days after notice from Landlord, whichever shall be later, provided that Landlord give such notice no later than thirty (30) days after expiration of the Term of this Lease, or any extensions or renewals thereof.

(C) No later than the last day of the Term, Tenant will remove all of Tenant's personal property and trade fixtures and repair all damage done by or in connection with the installation or removal of said property and will surrender the Premises (together with all keys to the Premises) in as good a condition as existed at the beginning of the Term, reasonable wear and tear, damage by fire, the elements or casualty excepted. All property of Tenant remaining on the Premises after expiration of the Term shall be deemed conclusively abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal, subject, however, to Landlord's right to require Tenant to remove any improvements or additions made to the Premises by Tenant pursuant to sub-paragraph (B) of this paragraph. Notwithstanding the foregoing, all of Tenant's client files and business records shall remain the sole property of Tenant and in the event that any of such files or records remain on the Premises after the expiration or earlier termination of the Term, Landlord shall keep such files and the contents thereof, safe, confidential and secure, and return such files and records to Tenant or Tenant's duly authorized designee. Any reasonable expenses that Landlord incurs in preserving Tenant's client files and business records shall be borne by Tenant.

(D) In doing any work of any nature in, to or about the Premises, Tenant will use only contractors or workmen approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall promptly cause the removal of any lien for material or labor claimed to be furnished to Premises at Tenant's request. Tenant may fully satisfy the foregoing requirement by bonding over such lien no later than thirty (30) days after Tenant has been notified of the existence of such lien.

**9. REPAIRS AND MAINTENANCE OF THE BUILDING.** Landlord shall provide for the cleaning, repair and maintenance of the public portions of the Building. Unless otherwise expressly stipulated herein, Landlord shall not be required to make any



improvements or repairs of any kind or character on the Premises during the Term of this Lease, except repairs to the exterior walls, corridors, floors, windows, roof and other structural elements and equipment of the Building, including without limitation, all building systems (whether constituting electrical, HVAC, plumbing fixtures and components or otherwise, except solely with respect to this systems which exclusively serve the Premises which shall be the responsibility of Tenant), and such additional maintenance as may be necessary because of damage by persons other than Tenant, its brokers, employees, invitees or visitors. Landlord shall not be liable to Tenant for losses due to theft or burglary or for damages done by unauthorized persons on the Premises.

#### **10. USE.**

(A) Tenant shall use the Premises for a law and business office and for all lawful activities normally incidental thereto and related to the conduct of Tenant's business, but for no other purposes. Tenant shall not use or occupy the Premises, or permit the Premises to be used or occupied, in violation of any ordinance, law or regulation of any governmental body, or in any manner which would vitiate or increase the premium charged for insurance on the Premises or the Building or that would cause damage to the Building, or that would constitute a public nuisance, or that would disturb the quiet enjoyment of the other tenants of the Building.

(B) Landlord hereby represents, warrants and agrees that as of the Commencement Date, the Building and the Premises will be in compliance with all applicable laws, codes, governmental laws, code, governmental rules and regulations applicable to buildings generally and to the physical nature and character of the Land, the Building and any other improvements thereon. During the Term as it may be renewed or extended, Tenant shall comply at Tenant's expense with all laws, codes, governmental rules and regulations applicable sole to Tenant's use of the Premises. Notwithstanding the aforesaid, nothing contained in this Paragraph shall obligate Tenant to make any structural changes in, or to correct any structural defects in the Premises, the Building or any part thereof, or make any repairs, changes or alterations or add any equipment or device rendered necessary by the failure of any improvement to have been constructed in compliance with such laws, codes, governmental rules and regulations, or to incur any capital expenditure in order to comply with such laws.

**11. SERVICES - WATER, CLEANING, AND ELECTRICITY.** Landlord shall furnish the following services without additional charge:

(A) Heat and air conditioning similar to other comparable buildings in the downtown Atlanta office market to reasonably cool or heat the Premises, at the proper season, during standard building hours (8:00 A.M. to 6:00 P.M. on Mondays through Fridays, inclusive and 8:00 A.M. to 1:00 P.M. on Sundays) on normal business days, except holidays observed by national banks as legal holidays;

(B) Restroom facilities including hot and cold running water, paper towels, and toilet tissue reasonably used on the Premises;

(C) Janitorial services each Monday through Friday, except holidays observed by national banks as legal holidays;

(D) Electric current for lighting and for small business machines only (e.g. typewriters, personal computers, copiers and other small office equipment) using 110 volt, 20 AMP circuits. Tenant will not use any electrical equipment which in Landlord's reasonable opinion will overload the wiring installations or interfere with the reasonable use thereof by other users in the Building. Tenant will not, without Landlord's prior written consent in each instance (which shall not be unreasonably withheld, conditioned, or delayed) make any alterations or additions to such system. Should Landlord grant such consent, all additional circuits or equipment required therefore shall be provided by Landlord and the reasonable cost thereof shall be paid by Tenant upon Landlord's demand;

(E) If Tenant uses an excessive amount of any of the services enumerated in this Paragraph, then Landlord reserves the right to charge Tenant as additional rent a reasonable sum for such excess;

(F) Landlord shall in no way be liable for cessation of any of the above services caused by strike, accident or reasonable breakdown, nor shall Landlord be liable for damages resulting from any of the fixtures or equipment in the Building being out of repair, or for injury to person or damage to property, caused by any defects in the electrical equipment, heating, ventilating and air conditioning system, water apparatus, or for any damages arising out of failure to furnish the services enumerated in this Paragraph 11.

**12. DESTRUCTION OF OR DAMAGE TO PREMISES.** If the Premises are made untenable in whole or in part by fire or other casualty, the rent, until repairs shall be made or this Lease is terminated as hereinafter provided, shall be apportioned on a per diem basis and prorated according to the part of the Premises which is usable by the Tenant, but shall fully abate in the event that the Premises in not accessible or is not usable by Tenant. If such damage shall be so extensive that the Premises cannot be restored by the Landlord within a period of one hundred twenty (120) days (as evidenced by a written declaration from Landlord

to Tenant), then either party shall have the right to cancel this Lease by notice to the other given at any time within thirty (30) days after the date of such damage. If this Lease is not so terminated, the Landlord will promptly repair the damage at the Landlord's expense and will not await the receipt of insurance proceeds prior to commencing and completing such repairs.

**13. RULES AND REGULATIONS.** Tenant will faithfully observe and comply with the "Rules and Regulations" attached hereto and made a part hereof, and such further reasonable rules and regulations as Landlord may prescribe, on written notice to Tenant, for the safety, care and cleanliness of the Building, and the comfort, quietness and convenience of other occupants of the Building. Notwithstanding the foregoing, in the event of any conflict between the Rules and Regulations and the terms and conditions of this Lease, the terms and conditions of this Lease shall control.

**14. EVENTS OF DEFAULT.** 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:

(A) Tenant fails to pay the rental as provided for herein within ten (10) days after receipt of written notice from Landlord that such sum is overdue;

(B) Tenant abandons or vacates the Premises without the payment of rent;

(C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease within thirty (30) days after Tenant's receipt of written notice from Landlord that such performance is overdue; provided that for any obligation that cannot reasonably be completed within such thirty (30) day period Tenant will not be deemed to have committed an Event of Default hereunder if Tenant has commenced its cure within the initial thirty (30) day period and is diligently completing performance immediately thereafter;

(D) Tenant is adjudicated bankrupt or files for bankruptcy protection and such filing is not vacated or stayed within sixty (60) days of such adjudication or filing;

(E) 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;

(F) Tenant either voluntarily or involuntarily takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred;

(G) Tenant makes an assignment for benefit of creditors; or

(H) 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

**15. REMEDIES UPON DEFAULT.** Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of pursuing any one or more of the following remedies, provided that such remedies shall only be available to Landlord if Landlord, in all instances, uses reasonable efforts to mitigate Landlord's damages:

(A) Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice;

(B) Landlord may terminate this Lease as provided in Paragraph 15(A) hereof and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full term hereby granted, over (ii) the aggregate reasonable rental value of the Premises (less reasonable brokerage commissions, attorney's fees and other costs relating to the reletting of the Premises) for the same period, all of which excess sum shall be deemed immediately due and payable;

(C) Landlord may, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of the Premises during the term of this Lease, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this clause (c) less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

(D) Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs; third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rental received from such reletting during any month is less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(E) Tenant acknowledges that the Premises are to be used for commercial purposes.

**16. ASSIGNMENT AND SUBLETTING.** Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, 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 the 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. The assignee of Tenant, at the option of Landlord, shall become liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. Consent to any assignment or sublease shall nullify any lease options or first rights of refusal.

**17. EMINENT DOMAIN.** If all or any part of Premises or the land on which Building stands or any estate therein are taken by virtue of eminent domain or conveyed or leased in lieu of such taking, this Lease shall expire on the date when title shall vest, or the term of such lease shall commence, and any rent paid for any period beyond said date shall be repaid to Tenant. It is expressly agreed that the Tenant shall not have any right or claim of any award made to or received by the Landlord for such taking. The widening of streets abutting the land on which the Building stands shall not affect this Lease, provided no part of the Building is so taken. Nothing herein contained, however, shall preclude Tenant from claiming, proving and receiving from the condemning authority a separate award for the value of any of Tenant's personal property taken which Tenant could have rightfully removed from the Premises hereunder and for relocation and moving expenses, so long as the Landlord's award is not thereby reduced.

**18. LANDLORD'S ENTRY OF PREMISES.** Landlord may enter the Premises with prior notice not less than twenty-four (24) hours, except in case of emergencies, at reasonable hours with prospective purchasers or tenants, or to inspect the Premises, or to make repairs required by Landlord under the terms hereof or repairs to adjoining space within the Building. Notwithstanding the foregoing, Landlord may not show the Premises to prospective tenants until the last six (6) months of the Term, unless Landlord has received a Termination Notice from Tenant.

**19. INTENTIONALLY DELETED.**

**20. SUBORDINATION AND NONDISTURBANCE.** Landlord represents and warrants to Tenant that it has unencumbered fee simple title to the Building, the Land, and to the parking area and that so long as Tenant is not in default in the performance

of any covenant in this Lease, Tenant shall quietly enjoy the Premises and parking area in accordance with the terms of this Lease. If Landlord shall have assigned this Lease as additional security to the holder of any first mortgage or deed of trust on the Building, the land or the parking area, and Tenant shall have received notification that Landlord is in default under any such mortgage, Tenant may, at its option, pay rent to said holder of the mortgage for application by said holder on the mortgage debt. Landlord may, from time to time, grant first lien deeds of trust, security deeds, mortgages or other first lien security interests covering its estate in the Building (each a "Mortgage"). Tenant agrees that this Lease shall be subject and subordinate to each Mortgage, including any modifications, extensions, renewals thereof and advances thereunder from time to time in effect, provided that Tenant has received a non-disturbance agreement from the holders of all such Mortgages (including without limitation, the holders of any such Mortgages in existence on the effective date of this Lease), such non-disturbance agreement to be in form and substance reasonably acceptable to Tenant. . The foregoing provisions shall be self-operative, and no further instrument of subordination shall be required to make this Lease subject and subordinate to any Mortgage. Tenant shall, upon request, from time to time execute and deliver to Landlord or the holder of any Mortgage any instrument requested by Landlord or the holder of such Mortgage to evidence the subordination of this Lease to any such Mortgage. Tenant agrees to recognize and attorn to any party succeeding to the interest of Landlord as a result of the enforcement of any Mortgage, and be bound to such party under all the terms, covenants, and conditions of this Lease, for the balance of the Term of this Lease, including any extensions or renewals thereof, with the same force and effect as if such party were the original Landlord under this Lease. Upon the request of Landlord, Tenant agrees to execute subordination and attornment agreement incorporating the provisions set forth above and otherwise in form reasonably acceptable to Landlord.

**21. INDEMNITY, INSURANCE, WAIVER OF CLAIMS AND MUTUAL WAIVER OF SUBROGATION.**

(A) To the extent permitted by law, 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 negligent or wrongful use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including reasonable attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect commercial general liability insurance with limits of \$500,000.00 per occurrence and \$1,000,000.00 aggregate, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this Paragraph 21, and naming Landlord as additional insured. Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the term of this Lease. Landlord and Tenant each hereby release and relieve the other, and waive its right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their Brokers, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Landlord and Tenant shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(B) Landlord agrees to and hereby does indemnify and save Tenant harmless from and against all claims for damages to persons or property by reason of Landlord's negligent or wrongful acts or omissions with respect to the Premises, the Building and all activities of Landlord thereon, and all expenses incurred by Tenant as a result thereof, including reasonable attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Landlord shall during the Term and any extension or renewal hereof, and at Landlord's expense, maintain in full force and effect commercial general liability insurance with limits of \$500,000.00 occurrence and \$1,000,000.00 aggregate, which shall contain a special endorsement recognizing and insuring any liability accruing to Landlord under the first sentence of this Paragraph 21(B), and naming Tenant as additional insured. Landlord also agrees to maintain during all terms of this Lease, a policy of broad form property insurance, insuring the Building at the full replacement cost thereof. Landlord shall provide evidence of the foregoing insurance coverages to Tenant prior to the commencement of the Term in the form a certificate of insurance and upon request by Tenant thereafter.

(C) Mutual waiver of subrogation. Notwithstanding anything to the contrary contained therein, Landlord and Tenant each hereby release and relieve the other, and waive its right of recovery, for loss or damage arising out of or incident to the perils insured against by a broad form property insurance policy which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said property insurance policy. Landlord and Tenant shall give notice to their respective insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

**22. RIGHTS CUMULATIVE.** All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive of those given by law.

**23. HOLDING OVER.** If Tenant remains in possession of the Premises after expiration of the Term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of this 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, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be 150% of the monthly rental otherwise payable under Paragraph 3 above as Landlord's sole and exclusive remedy for such holdover by Tenant..

**24. WAIVER OF RIGHTS.** No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. No failure of Tenant to exercise any power given Tenant hereunder or to insist upon strict compliance by Landlord of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Tenant's right to demand exact compliance with the terms hereof.

**25. SECTION TITLES.** The section titles in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

**26. NOTICE.** Any notice by either party to the other required or permitted under this Lease shall be valid only if in writing and shall be deemed to be duly given only if delivered personally or sent by registered or certified mail or by nationally recognized overnight courier and addressed (1) if to Tenant, at the Premises and at the addresses set forth below, and (2) if to Landlord, at the address set forth herein, or at such other address for either party as that party may designate by notice to the other, with copy to the Broker(s) at the address set forth herein; notice shall be deemed given, if delivered personally or by overnight courier, upon delivery thereof, and if mailed upon the mailing thereof.

**27. DEFINITIONS.** "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include the undersigned and its heirs, representatives, and successors, and if this Lease is validly assigned or sublet, shall also include Tenant's assigns or subtenants covered by such assignment or sublease. "Broker" and "Co-Broker" shall include the undersigned, their successors, assigns, heirs and representatives. "Landlord", "Tenant", "Broker", and "Co-Broker" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

**28. ENTIRE AGREEMENT.** 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. No subsequent alteration, amendment, change or addition to this Lease, except as to changes or additions to the Rules and Regulations described in Paragraph 13 which do not conflict with the terms and conditions of this Lease, shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

**29. ATTORNEY'S FEES.** In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding, in an amount at least equal to fifteen percent of any damages due from the non-prevailing party. Furthermore, Landlord and Tenant agree to pay the attorney's fees and expenses of the other party to this Lease (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself.

**30. INTENTIONALLY DELETED.**

**31. NO ESTATE IN LAND.** This Lease shall create the relationship of landlord and tenant between the parties hereto. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

**32. TIME OF ESSENCE.** Time is of the essence of this Lease.

**33. REAL ESTATE COMMISSION.** Landlord agrees to pay to Broker and Co-Broker for negotiating this Lease, a commission as agreed to in a separate agreement. Tenant warrants and represents that it has had no dealings with any broker or broker(s) in connection with this Lease, other than Broker and Co-Broker. Landlord warrants and represents that it has had no dealings with any broker or broker(s) in connection with this Lease, other than Broker and Landlord covenants to pay, hold harmless and indemnify Tenant from and against any and all cost, expense or liability for any compensation, commissions or charges claimed by any broker or broker(s) on behalf of the Landlord with respect to this Lease or negotiations thereof, in addition to Broker and Co-Broker.

**34. EXCULPATION OF LANDLORD.** Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Building as though unencumbered by any mortgages, liens, deeds of trust or otherwise, and neither Landlord nor any joint ventures, partners, officers, directors, employees or shareholders of or in Landlord shall have any personal liability whatsoever with respect to this Lease.

**35. CERTAIN ENVIRONMENTAL MATTERS.**

(A) Landlord has not caused or permitted and shall not cause or permit any Hazardous Substances (as herein defined) to be, and has no knowledge that any such Hazardous Substances were generated, manufactured, refined, transported, treated, stored, disposed, handled, processed, produced or released on the premises, the Building or the Land, except in compliance with all applicable federal, state and local laws and regulations. For the purposes of this Lease, the terms "Hazardous Substances" shall mean any hazardous substances, pollutant, contaminant, or petroleum or any fraction thereof, as such terms are defined under applicable federal, state, or local statutes, regulations, or ordinances. Furthermore, Landlord hereby represents and warrants that the Premises and the Building do not contain any asbestos containing materials.

(B) Tenant shall not use, store, treat, discard or dispose of any hazardous substances in or about the Premises except in compliance with applicable environmental laws and in such quantities and for such uses as are reasonably necessary for the operation of a law and business office (including, without limitation, the use of copier toners and cleaning substances and materials). For purposes of this Lease, hazardous substances shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA under any applicable environmental law or legislation; as such lists may be supplemented, amended or newly enacted from time to time. To the extent that any of the applicable environmental laws of the State of Georgia establish a meaning for hazardous substances which is broader than that specified in any federal legislation or laws, such broader meaning shall apply. Applicable environmental law shall mean and include the collective aggregate of the following: any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or body exercising similar functions) or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Premises pertaining to health or the environment.

(C) The occupancy, operation and use of the Premises by Tenant shall not violate any applicable environmental laws, of any federal, state, local or other governmental authority.

**(D) INTENTIONALLY DELETED.**

**(E) INTENTIONALLY DELETED.**

(F) Tenant shall not cause any violation of any applicable environmental laws, nor permit any sub-tenant of any portion of the Premises to cause such a violation, nor permit any environmental liens to be placed on any portion of the Building or the Premises.

(G) Tenant shall give notice to Landlord immediately upon (i) Tenant's receipt of any notice from any governmental authority of a violation of any applicable environmental laws or upon acquiring knowledge of the receipt of any such notice by any sub-tenant of any portion of the Premises, and (ii) acquiring knowledge of the presence of any hazardous substances on the Premises in a condition that is resulting or could reasonably be expected to result in any adverse environmental impact, with a full description thereof. In the event of a release of Hazardous Substances on the Premises caused by Tenant, Tenant shall promptly comply with all applicable environmental laws requiring the notice, removal, treatment, or disposal of such Hazardous Substances HS and provide the Landlord with satisfactory evidence of such compliance.

**36. FORCE MAJEURE.** Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant as the case may be (except for Tenant's monetary obligations hereunder), such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, injunction, insurrection, court order, requisition or any other causes or any kind whatsoever which are beyond the control of the non-performing party.

**37. SEVERABILITY.** The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**38. QUIET ENJOYMENT.** If Tenant shall pay the rent herein and other amounts to be paid by Tenant to Landlord, and will faithfully keep, perform, and observe all of the covenants, agreements and conditions herein stipulated to be kept, performed and observed by Tenant, Tenant shall at all times during the term of the Lease have the peaceable and quiet enjoyment of the Premises without hindrance of Landlord or any person lawfully claiming under Landlord subject, however, to the terms of this Lease.

**39. AGENCY DISCLOSURE.** Landlord and Tenant hereby acknowledge that Broker has acted as an agent for McCall Realty, LLC in this transaction and will be paid a commission by the Landlord.

**40. NO OPTION.** The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease shall become effective only upon execution and delivery of a fully executed Lease by Landlord and Tenant.

**41. INTENTIONALLY DELETED.**

**42. SPECIAL STIPULATIONS.** Special Stipulations shall control if in conflict with any of the foregoing provisions of this Lease.

**43. SPECIAL STIPULATIONS.** Special Stipulations shall control if in conflict with any of the foregoing provisions of this Lease.

**43.1 . Operating Costs Pass Through**

As additional rent hereunder, Tenant agrees to pay to Landlord its pro rata share of the amount by which the Operating Costs (defined below) of the Building for the then current year of the Lease exceed the Operating Costs for the year 2018 ("Base Year"). For purposes of this lease, the term "Operating Costs" shall mean the annual cost to Landlord of the ownership, operation, management, ordinary repair, and maintenance of the Building during each calendar year and shall include, without limitation, costs for (i) the maintenance and ordinary repair of the Building and equipment, common areas, landscaping of grounds and garbage receptacles, (ii) janitorial supplies and equipment, (iii) utility expenses, (iv) garbage and rubbish removal, (v) security services, (vi) straight line amortization of the cost of installation of capital improvements which are primarily for the purpose of reducing operating costs (but only to the extent of the reduction of such costs), or which may be required by governmental authority (vii) intentionally deleted, (viii) intentionally deleted, (ix) insurance, (x) real estate taxes (to include ad valorem taxes, special assessments, and other governmental or quasi-governmental charges). Operating Costs shall specifically exclude capital repairs and replacements (except as aforesaid), and any other cost, charge or expense that does not constitute an Operating Cost property chargeable to Tenant in accordance with either generally accepted accounting principles consistently applied ("GAAP") or custom and usage in the downtown Atlanta office market. A list of such common exclusions is annexed to this Lease as Exhibit "D" and Landlord and Tenant have agreed that such exclusions shall not constitute Operating Costs for the purposes hereof.

(B) Landlord will notify the Tenant in writing of Tenant's pro-rata share of such increase in Operating Costs, if any, and Tenant agrees to pay Landlord, within thirty (30) days thereafter, Tenant's pro-rata share as additional rent hereunder and thereafter to pay one-twelfth (1/12<sup>th</sup>) of said increase in equal monthly installments along with Tenant's payment of installments of Base Rental, subject to further adjustment as provided in this paragraph. Within one hundred twenty (120) days after the close of each calendar year, Landlord will furnish to Tenant an itemized and detailed statement of the Operating Costs for such year, such statement to be prepared in accordance with GAAP and to include Tenant's pro-rata share of Operating Costs computed as herein provided. Any necessary adjustments shall be made by Landlord within thirty (30) days after delivery of such statement.

(C) If the Building is not fully occupied or Landlord is not supplying services to all rentable areas of the Building during the Base Year, then Landlord shall adjust its actual Operating Costs to Landlord's reasonable estimate of that amount, which would have been paid or incurred by Landlord as Operating Costs had the Building been 95% occupied or serviced, and the Operating Costs as so adjusted shall be deemed to be the actual Operating Costs for the Base Year. If at any time the Building is not fully occupied or Landlord is not supplying services to all rentable areas of the Building during an entire calendar year, then Landlord may adjust its actual Operating Costs to Landlord's reasonable estimate of that amount, which would have been paid or by Landlord's as Operating Costs had the Building been 95% occupied or serviced, and the Operating Costs as so adjusted shall be deemed to be the actual Operating Costs for such calendar year. Landlord shall fully disclose to Tenant any adjustments (including all calculations) made by Landlord to Base Year or calendar year Operating Costs, as aforesaid.

(D) Tenant shall have the right to audit the operating expenses, including the base year, at any point in the Lease Term for any previous or current lease period, but not more than once per calendar year. Such audit may be conducted by employees of Tenant or by qualified accounting or audit firm selected by tenant. In the event that Tenant's audit reveals that Tenant's has been overcharged Operating Costs, Landlord shall immediately refund to Tenant such overcharge and/or reduce the monthly installments of Operating Costs paid by Tenant going forward to compensate therefore.

**43.2. TERMINATION OPTION.** Tenant shall have an annual right to terminate the Lease ("Termination Option") on the annual anniversary of the Commencement Date ("Termination Option Date") subject to the following provision:

(A) The termination shall be effective only so long as Tenant is not in default of the Lease beyond applicable notice and cure periods at the time of exercise of the Termination Option and Tenant is not in default of the Lease beyond applicable notice and cure periods through the Termination Option Date;

(B) Tenant has not assigned this Lease or sublet any portion of the Premises.

(C) Tenant submits written notice to Landlord at least **six (6)** months but not more than **twelve months** prior to the termination Option Date of the Lease ("Termination Notice"), stating that Tenant wishes to exercise its Termination Option.

Landlord shall have the right, at its option, to reject Tenant's election to terminate this Lease if Tenant commits a default beyond applicable notice and cure periods at any time after the giving of the Termination Notice and prior to the Termination Option Date. If Landlord notifies Tenant in writing of such election, Tenant's Termination Notice shall be void. Landlord shall immediately return the termination payment to Tenant in full and this Lease shall continue in full force and effect.

If Tenant timely exercises the Termination Option as provided above, this Lease and the Lease Term shall terminate on the Termination Option Date as fully and completely as if the Termination Option Date were the date set forth in the Lease for the expiration of the Lease Term and Tenant shall surrender the Premises to Landlord together with all keys and combination of locks, safes, and vaults, if any, in or to the Premises pursuant to the terms and conditions set forth in this Lease. The parties agree that such termination shall not affect Tenant's monetary or non-monetary obligations or the Landlord's or Tenant's rights which the Lease provides shall survive the expiration of the Lease Term, including but not limited to, the payment of any Operating Costs or any other rents or additional rents contained in this Lease.

**43.3. LEASE EXTENSION OPTION.** Tenant shall have one (1) option to renew and extend the term of this Lease (an "Extension Option") for a period of one additional term of **five (5)** years (such period an "Extended Term") provided that on the date of exercise of the Extension Option, (i) Tenant is not in default under this Lease beyond applicable notice and cure periods, and (ii) Tenant has not assigned this Lease or sublet all or any part of the Premises. The Extension Option shall be exercised, if at all, by written notice from Tenant to Landlord given not less than **six (6)** months but not more than **twelve (12)** months prior to the expiration date of the Term. The Extended Term shall be on the same covenants, agreements, terms, provisions and conditions as are contained in the Lease for the Term, except for Base Rental, which shall be \$44,090.51 per year with annual increases of 4.5 percent.

**43.4. AFTER HOURS HVAC.** Tenant shall have the right to after hours HVAC. Tenant will need to request such HVAC from Landlord's Property Manager at least one weekday in advance of needed use. Any after hours HVAC will be charged to Tenant at a cost of \$40 per hour.

**43.5 INTENTIONALLY DELETED.**

**43.6. PARKING.** Tenant shall be entitled to one (1) parking space per 1,000 square feet of rentable square feet, for a total of two (2) parking spaces ("Tenant's Parking Allotment"). Tenant's right to park in such parking spaces will be on an "open parking" basis and such spaces will not be separately assigned to Tenant unless Tenant provides written notice to Landlord that Tenant's Parking Allotment has not been available to Tenant for a period of fifteen (15) days during any calendar month, in which event, Landlord will take such steps as are necessary to ensure that Tenant's Parking Allotment is always available to Tenant by means of separately designating Tenant's parking spaces with signage and/or such other measures including the towing of illegally parked vehicles and restricted access to the parking lot, as is reasonably required under the circumstances to ensure the availability of Tenant's Parking Allotment.

**43.6 DEFAULT BY LANDLORD.** Landlord violates or fails to perform any obligation of Landlord under this Lease and such violation or failure continues for thirty (30) days after notice to Landlord (except as provided for in the following sentence), Tenant may, in addition to any other remedies available to it, perform on behalf of Landlord and deduct from any of the rentals due hereunder all reasonable expenses Tenant incurs as a result thereof, or terminate this Lease by notice to Landlord at any time after expiration of the thirty (30) day period while the violation or failure continues. Notwithstanding the foregoing, if such cure is not reasonably capable of being completed within thirty (3) days (except with respect to Landlord's failure to provide access to the Premises or Landlord's failure to provide an essential service), Tenant's remedies for Landlord's violation or failure to perform shall be delayed as follows: Landlord shall have such longer period as is reasonably necessary under the circumstances to complete such cure provided that Landlord commences its cure within the thirty (30) day initial cure period and is diligently pursuing completion of same immediately thereafter. However, in the event that (i) Tenant has been unable to access the Premises for a period of thirty (30) or more consecutive days as a result of the acts or omissions of Landlord, or (ii) Tenant has been deprived of any essential service for a period of thirty (30) or more consecutive days, an "essential service" being defined to mean the provision of heat, electricity, lighting, cooling or water to



the Premises, in either of such events Tenant shall have an immediate right to terminate this Lease after the lapse of such thirty (30) day period.

**43.7 MEMORANDUM OF LEASE.** Either party may record a short form or memorandum of this Lease setting forth the Term and Tenant's Lease Extension Option and at the request of the other party shall join in such memorandum.

**43.8 OPTION TO EXTEND.** At the expiration of this lease with no less than nine (9) months' prior notice, Tenant will have one option to extend for an additional five (5) years at the then current market rate.

**43.9 LANDLORD'S WORK.** Landlord will provide fresh white paint and carpet tile, color if which will be approved by Tenant. Tenant is free to paint over delivered white paint base but will not paint in such a way that the condition cannot be returned to as delivered, nor paint columns or trim to degree that it cannot be easily stripped and returned to delivered condition.

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

Signed sealed and delivered  
In the presence of:

\_\_\_\_\_

Witness:

**TENANT:**

By: \_\_\_\_\_ (Seal)

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Signed sealed and delivered  
In the presence of:

\_\_\_\_\_

Witness:

Signed sealed and delivered

In the presence of:

\_\_\_\_\_  
Witness:

Signed sealed and delivered  
In the presence of:

**BROKER:** \_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**CO-BROKER** \_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

## RULES AND REGULATIONS

(which are referred to in the Lease and made a part thereof)

1. The sidewalks, entry passages, corridors, halls, and stairways shall not be obstructed by tenants, or used by them for any purpose other than those of ingress and egress.
2. The water closet and other water apparatus shall not be used for any other purpose than those for which they were constructed, and no sweepings, rubbish, or other obstructing substances shall be thrown therein.
3. No advertisement or other notice shall be inscribed, painted or affixed on any part of the outside or inside of the Building. Window shades, blinds or curtains of a uniform color and pattern only, as specified by Landlord, shall be used throughout the Building to give a uniform color exposure through exterior windows. No awnings shall be placed on Building.
4. No tenant shall do or permit to be done in the Building, or bring or keep anything thereon, which shall in any way obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any part thereof, or conflict with any of the rules and ordinances of the Board of Health. Tenants, their invitees and employees shall maintain order in the Building, shall not make or permit any improper noise in the Building or interfere in any way with other tenants or those having business with them. No rooms shall be occupied or used as sleeping or lodging apartments at any time without permission of Landlord. No part of the Building shall be used or in any way appropriated for gambling, immoral or other unlawful practices. No intoxicating liquor or liquors shall be sold in the Building by Tenant without Landlord's permission.
5. Tenants shall not employ any persons other than the janitors of Landlord (who will be provided with pass-keys into the offices) for the purpose of cleaning or taking care of Premises.
6. No animals, birds, bicycles, or other vehicles shall be allowed into the offices, halls, corridors, or elsewhere in the Building.
7. All glass, locks and trimmings in or upon the doors and windows of the Building shall be kept whole, and when any part thereof shall be broken, the same shall immediately be replaced and put in order under direction and to the satisfaction of Landlord, or its broker, and shall be left whole and in good repair. Tenants shall not deface the Building, the woodwork or the walls of the Premises.
8. No additional locks or latches shall be put upon any door without the written consent of Landlord. Tenants at the termination of their Lease of the Premises shall return to Landlord all keys and security cards to doors in Building.
9. Landlord in all cases retains power to prescribe the weight and position of iron safes, files having excessive weight, or other heavy articles. Any damage done to the Building or to tenants or to other persons by taking a safe or other heavy article in or out of Premises, for overloading a floor, or in any other manner shall be paid for by Tenant causing such damage.
10. Parking facilities supplied by Landlord for Tenants shall be used for vehicles that may occupy a standard parking area only (i.e. 8' x 13'). Moreover, the use of such parking facilities shall be limited to normal business parking and shall not be used for a continuous parking of any vehicle or trailer regardless of size.
11. The Landlord shall not be responsible to any Tenant for the non-observance or violation of any of these Rules and Regulations by any other tenants.
12. Tenant shall not permit in the Premises any cooking or the use of any apparatus for the preparation of food nor the use of any electrical apparatus likely to cause an overload of electrical circuits, with the exception of a microwave oven, coffee machine and refrigerator.
13. Tenant shall maintain no food or drink coin op crating vending machines within the Premises or the Building without the written consent of Landlord; such consent shall not preclude Landlord from charging Tenant for utility costs thereof. Tenant agrees that all personal property, including machines permitted by Landlord under this paragraph, brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant and Landlord and shall not be liable for theft or of money deposited therein or for any damages thereto; such theft or damage being the sole responsibility of Tenant.

14. All Tenants and occupants shall observe strict care not to leave their windows or doors open when it rains or snows, or while air-conditioning or heating systems are in operation, and for any fault or carelessness in any of these respects, shall indemnify other tenants for any injury sustained by other Tenants, and to Landlord for damage to paint, plastering or other parts of the Building, resulting from such default or carelessness.
15. Landlord may waive one or more of these Rules and Regulations for the benefit of any particular tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing such Rules and Regulations against any or all of the other tenants of the building.
16. These Rules and Regulations are supplemental to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building.

(Do Not Write Above This Line)

AN ORDINANCE  
BY PUBLIC SAFETY AND LEGAL ADMINISTRATION  
COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HER  
DESIGNEE ON BEHALF OF THE CITY OF ATLANTA  
("CITY") TO EXECUTE A LEASE AGREEMENT WITH  
MCCALL REALTY, L.C., A GEORGIA LIMITED LIABILITY  
COMPANY, FOR APPROXIMATELY 2,375 RENTABLE  
SQUARE FEET OF OFFICE SPACE LOCATED AT 236  
FORSYTH STREET SW, SUITE 402, ATLANTA, GEORGIA,  
FOR THE OFFICE OF THE PUBLIC DEFENDER FOR A TERM  
COMMENCING ON MAY 1, 2019 THROUGH AUGUST 31, 2020;  
AUTHORIZING THE PAYMENT OF RENT TO COMMENCE  
UPON CITY'S POSSESSION OF THE PREMISES AT A BASE  
RENTAL IN THE AMOUNT OF \$17.00 PER SQUARE FOOT  
(\$3,364.58 MONTHLY) FOR THE FIRST TWELVE MONTHS  
AND \$17.77 PER SQUARE FOOT (\$3,515.99 MONTHLY) FOR  
THE REMAINDER OF THE TERM, AND OPERATING COSTS;  
AUTHORIZING EXPENDITURES TO BE CHARGED TO AND  
PAID FROM THE ACCOUNTS AS SHOWN; WAIVING  
ARTICLE X, SECTION 2-1546 OF THE PROCUREMENT CODE  
OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND  
FOR OTHER PURPOSES.

**First Reading**

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

**FINAL COUNCIL ACTION**  
 2<sup>nd</sup>  1<sup>st</sup> & 2<sup>nd</sup>  3<sup>rd</sup>  
Readings  
 Consent  V Vote  RC Vote

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action Fav. Adv. Hold (see rev. side)  
Other \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action Fav. Adv. Hold (see rev. side)  
Other \_\_\_\_\_

**CERTIFIED**

**MAYOR'S ACTION**

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action Fav. Adv. Hold (see rev. side)  
Other \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action Fav. Adv. Hold (see rev. side)  
Other \_\_\_\_\_

**CERTIFIED**

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER
- PERSONAL PAPER REFER

Date Referred: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Date Referred: \_\_\_\_\_  
Referred To: \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action Fav. Adv. Hold (see rev. side)  
Other \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action Fav. Adv. Hold (see rev. side)  
Other \_\_\_\_\_

**CERTIFIED**

Date Referred: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Date Referred: \_\_\_\_\_  
Referred To: \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action Fav. Adv. Hold (see rev. side)  
Other \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action Fav. Adv. Hold (see rev. side)  
Other \_\_\_\_\_

**CERTIFIED**