



STATE PROPERTIES COMMISSION

270 Washington Street, Suite 2-129, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

January 24, 2017

Ms. Stephanie Johnson
Effingham County Board of Commissioners
601 North Laurel Street
Springfield, Georgia 31329

Dear Ms. Johnson:

Enclosed are one (1) executed original Lease Agreement #8588 and one (1) executed original Sublease #8588 for space occupied by the Department of Juvenile Justice located at 768 Georgia Highway 119 Southfield in Effingham, Georgia.

Please note that an executed original Lease Agreement and Sublease have been forwarded to the occupying agency and one executed original Lease Agreement and Sublease have been retained for our files.

Should you require additional information or have any questions, please contact me at 404-656-7955.

Sincerely,

Mikki Hutchins, III
Leasing Specialist

MH:ks

Enclosures

LEASE AGREEMENT

This **LEASE AGREEMENT**, hereinafter referred to as this "Agreement," is made and entered into this 24th day of January, 2017, by and between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** whose business address for purpose of this Agreement is 601 North Laurel Street, Springfield, Georgia 31329, Party of the First Part, hereinafter referred to as "Landlord," and the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as "Tenant" ["Landlord" or "Tenant" may be referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) or neuter gender (it), as the context requires].

DEFINITIONS

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

- A. "**Building**" shall be construed to mean the building containing the Premises. References in this Agreement to the Building are deemed to include the Premises.
- B. "**Casualty**" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
- C. "**Common Area**" shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.
- D. "**Date of Casualty**" shall be construed to mean the date on which the Casualty occurs.
- E. "**Hazardous Substances**" shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," "regulated substance," "medical waste," "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.
- F. "**Janitorial Services**" if the responsibility of the Landlord shall be construed to mean performing the following services within the Premises: (1) vacuum carpet nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia); (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as

necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the Premises, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.

- G. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.
- H. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.
- I. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.
- J. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. "Mortgages" shall mean more than one "Mortgage."
- K. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.
- L. "Premises" shall include not only the property more particularly described in ARTICLE I of this Agreement but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
- M. Any and all references to the word "Term" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

WITNESSETH THAT:

ARTICLE I

PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant an estate for years to Tenant those certain premises situated in **Effingham** County, Georgia, and being more particularly described as follows, to wit:

Approximately **2,489** square feet of office space located at
768 Georgia Highway 119 South
Springfield, Georgia 31329.

The above-described Premises being shown and delineated on a floor plan drawing prepared for the Landlord and Tenant by the Bock Architects, PC., and entitled Exhibit A (Floor Plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

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

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for any lawful business purpose the above-described Premises.

ARTICLE II

TERM

This Agreement shall commence on the earlier of the first day Tenant occupies the Premises for the use as provided in Article I; or the next business day after substantial completion of the build out of the Premises as evidenced by Landlord's receipt of a permanent certificate of occupancy for the Building and Premises (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the **30th day of June, 2017** (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. Landlord and Tenant will execute a rent commencement letter within ten (10) days of occupancy confirming said Commencement Date and lease expiration date. Such letter shall substantively conform to that template letter attached hereto as Exhibit B and incorporated herein by reference. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term."

ARTICLE III

OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND

THE TERM OF THIS AGREEMENT

The Landlord, in consideration of the Premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the Parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **three (3)** additional periods of one (1) year(s) each (hereinafter referred to as "Renewal Option(s)"). Said effective Renewal Option(s) shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and the monthly rental rate for said Renewal Option shall be as provided in paragraph Article IV, Paragraph 2 herein below; provided, however, that notice of Tenant's desire to exercise such right, privilege

and option shall be given to the Landlord either forty-five (45) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof or five (5) days after the Governor signs the annual appropriation bill, whichever occurs later, but in no case shall Tenant's written notice be provided to Landlord later than June 30th of the Term or the then current Renewal Option of Tenant's intent to exercise the Renewal Option. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant have been fully and faithfully performed, kept and observed by the Tenant. Unless otherwise specified, the initial Term as provided in Article II and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term."

ARTICLE IV

FIXED RENTAL

1. For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal **monthly rental of One Thousand Seven Hundred Twenty-Five Dollars and 00/100(\$1,725.00)**(hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the 1st day of each and every calendar month during the said Term, being at the rate of **Twenty Thousand Seven Hundred Dollars and 00/100 (\$20,700.00) per annum**; provided, however, that if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of Fixed Rental payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the above-referenced monthly installment of Fixed Rental prorated on a daily basis, and shall be payable, together with the monthly installment of Fixed Rental for the first full calendar month of the Term of this Agreement, on the first day of the first calendar month following the Commencement Date; provided further, however, that, if the Expiration Date is a day other than the last day of a calendar month, the monthly installment of Fixed Rental payable for the month during which the Expiration Date occurs shall be the above-referenced monthly installment of Fixed Rental prorated on a daily basis.

2. **Renewal Rental Rate.**

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2018 (beginning July 1, 2017 and ending June 30, 2018) the rental rate shall be \$20,700.00 per year.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2019 (beginning July 1, 2018 and ending June 30, 2019) the rental rate shall be \$20,700.00 per year.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2020 (beginning July 1, 2019 and ending June 30, 2020) the rental rate shall be \$20,700.00 per year.

ARTICLE V

COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS

AND STIPULATIONS OF THIS AGREEMENT

1. **Headings.** The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
2. **Riders.** Reserved.
3. **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for

payment or for performance of any obligation; the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

4. **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the Party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.
5. **Covenant of Title and Quiet Enjoyment.** Landlord covenants that he is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.
6. **Additional Landlord Covenants, Representations and Warranties.** Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that: (i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or

before any governmental authority, domestic or foreign; (ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord; (iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises, with the exception of any Mortgage for which Landlord shall have delivered (or within ten (10) days following the Commencement Date, shall deliver) a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Tenant; (iv) to the Landlord's knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises; (v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vi) Landlord shall ensure that on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vii) to the Landlord's best knowledge, no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land; (viii) to the Landlord's best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land; (ix) all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises; (x) as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair; (xi) the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and (xii) the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the Party appointing such agent.
8. Change in the Ownership of the Premises. No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the Premises shall be binding

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

9. Binding Effect on Heirs, Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.
10. Landlord's Failure to Deliver the Premises at the Commencement of the Term. Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise this option then there shall be a total abatement of rent during the period between the Commencement Date and the time the Landlord delivers possession of the Premises to the Tenant.
11. Destruction of or Damage to the Premises. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Tenant's sole good faith judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving written notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, rent shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business. Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt.
12. Insurance. From and after the Commencement Date, Landlord shall procure, and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area, paying as the same become due all premiums therefore: (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of

Georgia. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties. Tenant shall not use the Premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. The Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, during the Term of this Agreement insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.

13. Environmental Covenants. If removal, encapsulation or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the "Remediation"), unless such Hazardous Substances were released or placed on the Land or Building by Tenant, Landlord immediately and with all due diligence and at no expense to Tenant, shall take all measures necessary to comply with all applicable Laws, to remove such Hazardous Substances and to perform such Remediation. Landlord shall repair and restore the Land or Building at its sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by written notice to Landlord which shall be effective on Landlord's receipt. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.
14. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any

other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

15. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE IV above and under the same provisions in force at the expiration or termination of this Agreement.
16. Condemnation. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "Tenant Election"). In the event the Tenant elects to remain on the Premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. Notwithstanding anything to the contrary, if Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.
17. Rubbish Removal. Landlord shall keep the Common Area clean, both inside and outside, at Landlord's sole cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the common areas of the Building.
18. Repairs by the Landlord; Repairs by Tenant; Tenant Self-Help. Landlord, at Landlord's sole cost and expense, shall maintain and repair in good operable condition and replace as necessary, throughout the Term of this Agreement, the Building and Common Area, including without limitation, the Drainage Facilities, the Paved Areas, the HVAC, roof, foundations, footings, columns, exterior walls and other structural components, parking and other paved areas, building systems, utility lines and sewer pipes and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also (i) keep the Common Area well lit and change light bulbs in the Common Area as necessary; (ii) perform the Janitorial Services; (iii) maintain and repair the interior portions of the

Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time. Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this paragraph. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. All costs and expenses incurred by Tenant in exercising Tenant's rights under this this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

19. Entry for Inspection and Repairs, Alterations or Additions. Tenant shall permit Landlord, his agents or employees to enter onto the Premises at all reasonable times, but after no fewer than two (2) days prior written notice, for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the Premises. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.
20. Janitorial Services. Landlord shall use care to select honest and efficient employees for provision of the Janitorial Services. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the Premises.
21. Utilities. With the sole exception of telephone, Landlord shall furnish and pay for, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the

Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish and pay for water and sewer.

22. Notice to the Landlord of Damage(s) or Defect(s). Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the Premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.
23. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.
24. Termites, Rodents and Pests. Landlord shall, at his own cost and expense, keep Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement.
25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Premises for Tenant's business. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal.
26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.
27. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.
28. Entry for Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE III above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or "For Lease." Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.
29. Abandonment of Premises by the Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant (or Tenant's permitted assignee or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair of improvements.
30. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.
31. Assignment and Subletting of Premises by the Tenant. Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of

administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant give s Landlord prior written notice thereof. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

32. Surrender of the Premises. Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.

33. Mortgages and Mortgagees. This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and attornment agreement (an "SNDA") in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant's obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.

34. Miscellaneous.

A. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia has not been and will not be violated in any respect by this Agreement.

B. Tenant has not and will not participate in the structuring, offering, or issuance of any bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to any bonds or the financing of the Premises, nor any moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of any bonds or financing. Neither this agreement nor the revenues paid by Tenant under this agreement can be pledged or assigned by Landlord as security for any bonds or similar instrument issued to acquire, construct, renovate, rehabilitate, or finance the Premises. Should such actions occur, this agreement shall be terminable without recourse at the sole discretion of the State Properties Commission. Under no circumstances should there be any expectation of the Landlord or any third party regarding the availability of revenues generated from this Agreement beyond the current one year term. Any such

reliance beyond the current one year term is at the sole risk of such party and the Tenant shall have no obligation (legal or moral) with respect to any losses suffered by such party. The express intent of this Section 34(B) is to put the Landlord and all third parties (including rating agencies, investors, underwriters, issuers and counsel) on express notice, that neither the Tenant, the State Properties Commission, the State of Georgia nor any of its departments or agencies shall have any obligation (legal or moral) with respect to any financing for the Premises

C. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as Exhibit A are subject to final approval by the State Fire Marshal's Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshal's Office without cost or expense to the Tenant. Tenant has provided a copy of the floor plans to the State Fire Marshal's Office to aid the Landlord in this approval process.

35. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

(Signatures begin on next page and remainder of page is intentionally blank)

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

Signed, sealed and delivered
as to Landlord in the presence of:

[Signature]
Unofficial Witness

S. Johnson
Notary Public

My Commission Expires: 03/16/2020



(Affix and Impress
Notary Public Seal Here)

LANDLORD:

EFFINGHAM COUNTY BOARD OF
COMMISSIONERS

By: [Signature]
Name: Wendall A. Kessler
Title: Chairman

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
as to Tenant in the presence of:

Angela Williams
Unofficial Witness

[Signature]
Notary Public

My Commission Expires

(Affix and Impress
Notary Public Seal Here)



TENANT:

STATE PROPERTIES COMMISSION

By: [Signature]
Name: Frank Smith
Title: Deputy Executive Director

[Faint handwritten text, possibly a signature or name]

[Faint handwritten text]



[Faint handwritten text, possibly a signature or name]

[Faint handwritten text]

[Faint handwritten text]

EXHIBIT B

[Rent Commencement Letter Template/Form]

[Date]

[Landlord Name]
[Landlord Address]

Re: Lease Agreement dated as of _____ (the "Agreement"), by and between _____ ("Landlord"), and the State Properties Commission, a Commission within the State Government of Georgia ("Tenant"), concerning certain premises leased by Tenant from Landlord at _____.

Dear _____:

In accordance with the terms and conditions of the Agreement, the following is confirmation of certain terms and conditions of the Agreement:

1. The Tenant Improvements are substantially completed, and the Term shall commence on or has commenced on _____ for a term of _____ ending on _____.
2. Full monthly Rent will commence to accrue on _____, in the amount of \$_____ per month.
3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment.
4. Tenant's rent checks should be made payable to _____
5. The exact number of rentable square feet ("rsf") within the Premises is _____ rsf.
6. This Rent Commencement Letter is hereby submitted by Tenant, and is signed by a duly authorized representative of Tenant.

TENANT:
STATE PROPERTIES COMMISSION,
A Commission within the State Government of Georgia

By: _____
Name: _____
Its: _____

Acknowledged and Accepted this ____ day of _____, 20__, by Landlord's duly authorized representative.

LANDLORD:

By: _____
Authorized Signatory

SUBLEASE AGREEMENT

This **SUBLEASE AGREEMENT** (this "Sublease") is made and entered into this 24th day of January, 2017, by and between the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32 ("Sublandlord"), and the **DEPARTMENT OF JUVENILE JUSTICE** an agency, department, commission, board, or bureau or other entity within the State Government of Georgia ("Subtenant") (Sublandlord and Subtenant will hereinafter be collectively referred to as the "Parties").

WITNESSETH THAT:

WHEREAS, Effingham County Board of Commissioners as landlord ("Master Landlord"), and Sublandlord, as tenant, entered into that certain Lease Agreement dated January 24, 2017, (as the same may hereafter be amended, the "Master Lease"), which Master Lease is attached hereto as Exhibit A; and

WHEREAS, pursuant to the terms of the Master Lease, Sublandlord is leasing from Master Landlord certain premises known as **768 Georgia Highway 119 South, Springfield, Georgia 31329**, containing, in the aggregate, approximately **2,489** square feet of office space and more particularly depicted on Exhibit B attached hereto (the "Sublease Premises"); and

WHEREAS, pursuant to O.C.G.A. § 50-16-41 et seq., Sublandlord shall manage the utilization of administrative space for state entities, which includes: (i) entering into any necessary agreements to rent or lease administrative space on behalf of any state entity; and (ii) subleasing the space to the state entity or entities requiring the space;

WHEREAS, Sublandlord desires to sublease the Sublease Premises to Subtenant, and Subtenant desires to sublease the Sublease Premises from Sublandlord, all upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, this Sublease has been approved by the governing bodies of the Sublandlord and the Subtenant.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, ten dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by all parties hereto, the Parties, intending to be legally bound, hereby covenant, acknowledge, represent and agree as follows:

1. DEMISE; TERM

Sublandlord hereby subleases the Sublease Premises to Subtenant, and Subtenant hereby subleases the Sublease Premises from Sublandlord, on the terms and conditions contained herein. The term of this Sublease shall commence on such later date on which (i) this Sublease is fully executed and delivered and (ii) Sublandlord has delivered possession of the Sublease Premises to Subtenant (the "Commencement Date"). The term of this Sublease shall terminate on the earlier of (i) 11:59 p.m. on the date one (1) calendar day prior to the expiration date of the Master Lease or (ii) such earlier date upon which the Term shall expire or be cancelled or terminated pursuant to any of the conditions or covenants of this Sublease or pursuant to law (the "Expiration Date"). The period between the Commencement Date and the Expiration Date is hereinafter referred to as the "Sublease Term" or the "Term." Anything

contained in this Sublease to the contrary notwithstanding, in the event the Master Lease expires or is sooner terminated for any reason, then this Sublease shall terminate automatically and any unsatisfied Subtenant obligations incurred prior to the termination date shall survive such termination. Upon the occurrence of the Commencement Date, either party shall have the right to require both parties hereto to confirm the Commencement Date in writing. of the Master Lease granted to Sublandlord the exclusive right, privilege and option of renewing or extending the Term of the Master Lease for **three (3)** additional periods of one (1) year(s) each (hereinafter referred to as "Renewal Option(s)"). Unless Subtenant provides to Sublandlord, prior to May 1st of the Term or any current Renewal Option, a written request that Sublandlord not exercise a Renewal Option, then Sublandlord may exercise its Renewal Option as provided in the Master Lease. Upon the exercise by Sublandlord of its Renewal Option(s) under the Master Lease, the Sublease Term shall be automatically renewed without the necessity of any further writing between the Sublandlord and Subtenant to extend the Sublease Term. This Sublease shall be deemed renewed for the same period of such effective Renewal Option, less one day (hereinafter referred to as "Sublease Renewal Option(s)"). During any effective Sublease Renewal Option(s), Subtenant's obligations will continue as provided in this Sublease Agreement.]

2. RENT

Subtenant agrees to pay to Master Landlord (for the account of Sublandlord), without demand therefor and without right of set-off, abatement, credit or deduction, monthly rent in accordance with Article of the Master Lease (the "Sublease Base Rent"), payable in good and immediate funds by interbank wire transfer or check, or as Sublandlord may from time to time otherwise direct by written notice to Subtenant. Sublease Base Rent shall be payable to Master Landlord in advance commencing on the Commencement Date and thereafter in advance on the first day of each month during the Sublease Term. Sublease Base Rent for any partial month shall be prorated on a per diem basis. Notwithstanding anything to the contrary, the installment of Sublease Base Rent for the first full month of Sublease Term shall be due and payable upon the Commencement Date and in accordance with Article 1 of this Sublease by Subtenant. Additionally, Subtenant agrees to pay to Master Landlord any payments accruing as a result of (i) any increases in insurance premiums resulting from any act or omission of Subtenant, (ii) any sums payable on account of Subtenant's use of extra heating, ventilation or air conditioning, and (iii) any sums payable on account of any services requested by and provided to Subtenant. In addition, on the date Subtenant signs this Sublease, and thereafter upon demand, Subtenant shall reimburse Sublandlord for all reasonable out of pocket expenses incurred (a) in connection with this Sublease and the preparation of the Sublease Premises for occupancy by Subtenant (including, without limitation, all design and programming costs) and (b) by Sublandlord in connection with Subtenant's vacation of the Sublease Premises. All sums due under this Section 2, including, without limitation, Sublease Base Rent, shall be absolutely payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Sublease. For purposes of this Sublease, all sums due under this Section 2 or under any other provision of this Sublease, other than Sublease Base Rent, shall be collectively referred to herein as "Sublease Additional Rent," and all Sublease Base Rent and Sublease Additional Rent shall be collectively referred to herein as "Rent."

3. INSURANCE

Subtenant acknowledges and agrees that it is solely responsible for any damage to its personal property from any cause whatsoever. Accordingly, at all times during the term of this Sublease, Subtenant shall maintain insurance coverage for Subtenant's fixtures, furnishings, equipment and personal property which it may use or store at the Sublease Premises against any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion,

aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe and public liability insurance for all liability of Subtenant, its members, officers, employees and agents, arising from or in connection with the use or occupancy of the Sublease Premises, which can be insured under State self-insurance funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division.

4. ASSIGNMENT; SUBLETTING

Subtenant will not sublet the Sublease Premises, or any portion thereof, or assign this Sublease in whole or in part, for collateral purposes or otherwise, or permit use or occupancy of the Sublease Premises, or any portion thereof. Subtenant shall not mortgage, convey, encumber or hypothecate its interest under this Sublease. Subtenant acknowledges that it has only a usufruct, not subject to levy or sale, and that no estate has passed out of Master Landlord or Sublandlord.

If a sublease or assignment is required to comply with the Workforce Innovation and Opportunity Act or other federal law or regulation, then Subtenant shall notify Sublandlord and Sublandlord will take the necessary action to comply with said federal law or regulation.

5. CONDITION OF SUBLEASE PREMISES; NO COVENANT OF QUIET ENJOYMENT

Subtenant acknowledges that it has fully inspected the Sublease Premises, is satisfied with the condition thereof and is taking the Sublease Premises in an “As-Is” and “Where-Is” condition, “With All Faults,” and Sublandlord makes no representations or warranties (either express or implied) of habitability, merchantability or fitness for a particular purpose, and Sublandlord expressly disclaims the same. Without limiting the generality of the foregoing neither Sublandlord nor any employee, agent or representative of Sublandlord has made any promise to alter, remodel or improve the Sublease Premises or any portion thereof or any representation (either express or implied) respecting the condition of the Sublease Premises, Subtenant’s taking of possession of the Sublease Premises shall constitute an unconditional acceptance by it of the condition thereof, including without limitation, as suitable for the purposes intended. Subtenant further acknowledges that Sublandlord has made no covenant of quiet enjoyment with respect to this Sublease or to the Sublease Premises.

6. PERMITTED USE OF SUBLEASE PREMISES; COMPLIANCE WITH LAWS

Subtenant covenants and agrees that it shall use the Sublease Premises solely and exclusively for the purposes permitted under the Master Lease. Subtenant shall, at all times and at Subtenant’s sole cost and expense, (a) use the Sublease Premises and cause the same (including compliance by all employees, agents, servants, licensees, invitees, contractors, representatives and others acting on Subtenant’s behalf (collectively, the “Subtenant Parties”) to be in full and strict compliance with all applicable federal and state laws, whether present or future, foreseen or unforeseen, including, without limitation, all judicial and regulatory interpretations of the same and the requirements of any Board of Fire Underwriters (collectively, “Laws”), and (b) not engage in any activities on the Sublease Premises or act in any way which may be considered to be ultra-hazardous or extra-hazardous or which would violate any Laws.

7. ALTERATIONS

Subtenant shall not make any alterations or improvements to the Sublease Premises (“Alterations”) unless Subtenant shall have first obtained the prior written consent of Sublandlord, said consent shall not be unreasonably withheld. Any Alterations permitted under this Sublease shall be made by Subtenant in a good, workmanlike and lien-free manner using new materials, and, upon completion, such alterations and improvements shall remain a part of the Sublease Premises and be surrendered along

with the rest of the Sublease Premises at the expiration or earlier termination of the Term of this Sublease, all without any compensation to Subtenant therefor. Notwithstanding the foregoing to the contrary, prior to the Expiration Date, or upon any earlier termination of this Sublease, Subtenant, at the request of Sublandlord or Master Landlord, shall remove all Alterations, repair all damage resulting from such removal and restore the Sublease Premises to the condition as of the date possession was delivered to Subtenant. If Subtenant fails or refuses to remove such Alterations, or fails to correct, repair and restore the Sublease Premises, Master Landlord or Sublandlord may cause the same to be removed, and repairs and restoration to be made, in which event Subtenant shall upon demand reimburse Sublandlord for any costs incurred by Sublandlord, together with any and all damages which Sublandlord may suffer and sustain by reason of Subtenant's failure or refusal to remove said Alterations.

8. REPAIRS AND MAINTENANCE

During the Term of this Sublease, subject to repairs and maintenance required to be performed by Master Landlord, normal wear, loss by fire or other casualty not caused by Subtenant or the Subtenant Parties and condemnation, Subtenant shall, at its sole cost and expense, make all repairs and maintenance as shall be necessary to keep the Sublease Premises in good condition, working order and repair. Subtenant further agrees that all damage or injury done to the Sublease Premises by the Subtenant, the Subtenant Parties or in or upon the Subtenant Premises (except the Sublandlord, Sublandlord's agents, servants and employees) shall be repaired by Subtenant at its sole cost and expense.

9. SUBJECT TO THE MASTER LEASE

(a) This Sublease, at all times, shall be subject and subordinate to the terms and conditions of the Master Lease.

(b) All of the terms, covenants, conditions and restrictions imposed by the Master Lease upon Sublandlord, as tenant under the Master Lease, are hereby imposed upon Subtenant and accepted and assumed by Subtenant with respect to the Sublease Premises, except as otherwise expressly set forth in this Sublease. Subtenant shall, with respect to the Sublease Premises, duly, fully and strictly keep, observe and perform each and every term, covenant condition and restriction on Sublandlord's part to be observed and performed as tenant under the Master Lease for the benefit of both Sublandlord and Master Landlord. Anything to the contrary contained herein notwithstanding, Subtenant shall not (i) take any action or fail to take any action which is or would be inconsistent with the terms of the Master Lease, (ii) do or permit to be done by any of the Subtenant Parties anything prohibited to Sublandlord as the tenant under the Master Lease, or which would constitute, with or without the giving of notice or the passage of time or both, a default under the Master Lease, or (iii) take any action, fail to take any action or do or permit anything which would result in any additional cost or liability to Sublandlord under the Master Lease. With respect to any provision of the Master Lease that provides for an abatement of rent under certain circumstances during the Sublease Term, Subtenant shall not be entitled to any rent abatement thereunder unless Sublandlord actually receives a rent abatement under the Master Lease. At the end of the Term of this Sublease, if all Rent has been paid in accordance with the terms and conditions of the Master Lease between Sublandlord and the Subtenant, and upon Sublandlord's receipt from the Master Landlord of a final financial statement of all receipts and disbursements and the balance of funds remaining in any operating fund or maintenance reserve fund, and the Sublandlord actually receives as payment from the Master Landlord the balance of funds remaining in any operating fund or maintenance reserve fund under the terms of the Master Sublease (hereinafter the "return funds"), the portion of such return funds that is attributable to the Sublease Premises shall be paid, in its entirety, by Sublandlord to Subtenant within thirty (30) days of Sublandlord's receipt of such return funds from the Master Landlord without Subtenant's demand therefor.

(c) All the rights and obligations conferred and imposed by the Master Lease upon Master Landlord, as landlord under the Master Lease, are hereby conferred and imposed upon Sublandlord with respect to the Sublease Premises and Subtenant's occupancy thereof. However, Sublandlord shall not be obligated to perform and shall not be liable for the performance by Master Landlord of any of the obligations of the Master Landlord under the Master Lease. Without limiting the generality of the foregoing, Sublandlord shall have no obligation to render any services to Subtenant in or to the Sublease Premises, to construct any improvements or make any alterations on the Sublease Premises, nor shall Sublandlord have any obligation to repair or restore the Sublease Premises following a casualty or condemnation. Sublandlord shall not be liable with respect to any representations or warranties of Master Landlord contained in the Master Lease. Subtenant shall have no claim against Sublandlord by reason of any default on the part of Master Landlord. In furtherance of the foregoing, Subtenant shall not make any claim against Sublandlord for any damages which may arise by reason of any act or omission, whether intentional or negligent, of Master Landlord. Subtenant shall not have actual, constructive or apparent authority to act on Sublandlord's behalf. Nothing herein contained shall be deemed to authorize Subtenant to represent Sublandlord in connection with any suit or claim by or against Master Landlord or to amend or otherwise modify the terms of the Master Lease. Subtenant agrees to look solely to Master Landlord for the furnishing of any services to which Subtenant may be entitled under the Master Lease. Provided Subtenant is not in default under this Sublease, Sublandlord agrees to cooperate with Subtenant and to use reasonable efforts (without, however, incurring any liabilities or expenses, other than those liabilities or expenses which Subtenant unconditionally agrees in writing to reimburse) to enforce, for the benefit of Subtenant, the obligations of Master Landlord to Sublandlord under the Master Lease insofar as they relate to the Sublease Premises. Notwithstanding the foregoing, in the event of a disagreement between Sublandlord and Subtenant regarding the interpretation of the terms of the Master Lease, Sublandlord's interpretation shall control. Any and all out-of-pocket expenses of Sublandlord arising from Sublandlord's action taken pursuant to this Section 9(c) shall be reimbursed by Subtenant as Sublease Additional Rent, which shall be due within ten (10) days after receipt of written demand therefor in reasonable detail. The foregoing covenant shall not be deemed to require that Sublandlord commence legal action to enforce the obligations of Master Landlord.

(d) The terms of this Sublease shall not include the discretionary elections and consents provided to Sublandlord, as tenant, under the Master Lease. The right to make all such elections and provide all such consents shall be reserved solely to Sublandlord, and Sublandlord shall in no event be liable to Subtenant for any loss or damage occasioned by or resulting from any elections made or not made or consents given or not given by Sublandlord, as tenant, under the Master Lease. Sublandlord shall endeavor to provide five (5) days' prior written notice to Subtenant of Sublandlord's intent to make any elections or consents that it may have under the Master Lease; in the case of any disagreement by Subtenant as to Sublandlord's intent, the Sublandlord's determination shall control. In the event of any inconsistency between the terms and provisions of this Section 9(d) and the other terms and provisions of this Sublease, the terms and provisions of this Section 9(d) shall control.

(e) Sublandlord shall have no obligation to provide any non-disturbance, subordination and attornment agreement to Subtenant, nor shall such delivery be a condition to the subordination provided in the Master Lease, as incorporated herein by reference, or to the subordination in this Sublease.

10. CONSENT OF SUBLANDLORD

Whenever the consent of Sublandlord is required under this Sublease, such consent will not be unreasonably withheld by Sublandlord, except to the extent otherwise provided herein. Anything contained herein to the contrary notwithstanding, in any case where this Sublease or the Master Lease

requires Subtenant to obtain the consent or approval of Sublandlord, whether prior to the taking of any action or otherwise, Subtenant shall, in addition to obtaining the consent or approval of Sublandlord, obtain (at the time required) the consent or approval of Master Landlord, if such consent or approval is required by the Master Lease. In the event that Master Landlord's consent or approval is so required, Subtenant shall not contact Master Landlord directly, but Subtenant shall instead deliver a written request to Sublandlord to obtain the consent or approval of Master Landlord. Sublandlord shall promptly transmit to Master Landlord Subtenant's request for such consent or approval. Subtenant shall keep Sublandlord apprised of any communications between Master Landlord and Subtenant. To the extent the Master Landlord withholds its consent or fails to respond to any request for consent, then Sublandlord may withhold its consent to the matter, and such withholding of consent by Sublandlord shall be conclusively presumed to have been reasonable, and Subtenant shall have no claim or cause of action against Sublandlord on account thereof. It is hereby acknowledged by Sublandlord and Subtenant that any consent by Master Landlord to this Sublease shall not make Master Landlord a party to this Sublease, nor shall it create any contractual liability or duty on the part of Master Landlord to Subtenant, nor shall it in any manner increase, decrease or otherwise affect the rights and obligations of Master Landlord and Sublandlord, as the Tenant, under the Master Lease, in respect of the Sublease Premises.

11. DEFAULT; TERMINATION

If Subtenant shall be in default in the fulfillment of any of its covenants and agreements set forth herein or under the Master Lease, at the expiration of the cure period provided in the Master Lease, Sublandlord may terminate this Sublease. In addition to the foregoing, and not in limitation thereof, Sublandlord shall have the right, but shall not be obligated, to cure any breach or default of Subtenant under this Sublease, or in the Master Lease, and any and all costs incurred by Sublandlord in connection with the curing of any such breach or default shall become immediately due and payable to Sublandlord as Sublease Additional Rent.

12. NO UNILATERAL SUBTENANT TERMINATION

Subtenant may not terminate this Sublease in the event of a Sublandlord default without the written consent of Sublandlord and the Georgia State Financing and Investment Commission ("GSFIC").

13. NON-WAIVER

Failure of Sublandlord or Subtenant to declare any default immediately upon occurrence thereof, or any delay in taking any action in connection therewith, shall not waive such action in law or in equity. No waiver by Sublandlord or Subtenant of a default by the other shall be implied, and no express waiver by Sublandlord or Subtenant shall affect any such default other than the default specified in such waiver and then only for the time and extension therein stated. All rights and remedies specifically granted to Sublandlord and Subtenant herein shall be cumulative and not mutually exclusive, and no waiver shall be enforceable unless signed by the party against whom enforcement is sought. Further, no payment by Subtenant or receipt by Sublandlord of a lesser amount than the correct amount or manner of payment of rental due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Sublandlord may accept any checks or payments as made without prejudice to Sublandlord's right to recover the balance or pursue any other remedy in this Sublease or otherwise provided at law or equity.

14. SURRENDER; HOLD OVER

(a) Upon the termination or expiration of this Sublease, Subtenant shall surrender the Sublease Premises to Sublandlord in the same condition as at the commencement of the term hereof, or if

renovations, improvements or facilities are made or placed upon the Sublease Premises, the same condition as at the time the renovations, improvements or additional facilities were completed, natural wear and tear only excepted. To the extent Subtenant fails to remove all of its fixtures, furnishings, and property from the Sublease Premises on or before the expiration or earlier termination of the Sublease Term, then Sublandlord, thereafter, may remove such property from the Sublease Premises and store such property in such manner as Sublandlord deems desirable, and Subtenant shall be obligated to reimburse Sublandlord, as Sublease Additional Rent, for the actual costs incurred in removing and storing such property within ten (10) days after receipt of written demand therefor. Subtenant's obligation to observe and perform the covenants set forth in this Section 14 shall survive the expiration or termination of this Sublease. Notwithstanding the foregoing to the contrary, all fixtures, furnishings, and property of the Subtenant shall remain the property of the Subtenant, and shall be removed by Subtenant upon expiration or earlier termination of the Term.

(b) Should Subtenant, with or without Sublandlord's written consent, hold over after the termination of this Sublease, Subtenant shall become a tenant at will and shall be bound by each and all of the terms herein provided as may be applicable to such tenancy at will. Any such holding over shall not constitute an extension of this Sublease by law or otherwise. During such holding over, Subtenant shall pay, without limitation, Sublease Base Rent, at the rate Subtenant was paying prior to the expiration of the Sublease Term, together with such other sums as may be due Sublandlord under this Sublease and any damages incurred by Sublandlord arising directly or indirectly out of such hold over.

15. NOTICES

Whenever any notice, demand or request is required or permitted under this Sublease, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.. The notice addresses for the parties are as follows:

If to Sublandlord: State Properties Commission
Attn: Leasing Division
270 Washington Street, Suite 2-129
Atlanta, Georgia 30334
Telephone Number: (404) 656-2355

If to Subtenant: Department of Juvenile Justice
Attention: Teri Stripling
3408 Covington Highway, 4th Floor
Decatur, GA 30032
Telephone Number: (404) 508-6544

Sublandlord shall give Subtenant prompt written notice of all written notices from Master Landlord to Sublandlord under the Master Lease which affect the Sublease Premises. Subtenant shall give Sublandlord prompt written notice of all written notices from Master Landlord to Subtenant which affect the Sublease Premises. Subtenant shall not communicate directly with Master Landlord except in the event of any emergency resulting in the reasonable inability by Subtenant to use and occupy the Sublease Premises; in such event, the Subtenant may directly notify the Master Landlord of the emergency, provided that Subtenant shall promptly notify the Sublandlord of the same.

16. SUBTENANT APPROPRIATIONS

Pursuant to O.C.G.A. § 50-16-41(i), and to the extent Subtenant's financial obligations are not funded by federal grant funds, Subtenant shall be accountable in the budgetary process for the Sublease Premises, which may require the payment of rent, fees, or other applicable charges as set forth in the Master Lease to the Sublandlord for use of the Sublease Premises. If Subtenant shall fail to make any budgetary adjustments or if for any reason the moneys in Subtenant's budgetary allotments are insufficient to make all payments required with respect to this Sublease as and when the same becomes due, Subtenant shall direct the state treasurer to set apart from the first moneys or revenues thereafter received, such amounts as are necessary to cure any such deficiencies and shall immediately deposit the same with Sublandlord. The state treasurer may be required to set aside and apply such moneys or revenues as aforesaid at the action of Sublandlord or GSFIC for any deficiencies incurred under this Sublease.

17. PUBLIC CONTRACT

This Sublease is a public contract between public parties and is authorized pursuant to Paragraph I of Section III or Article IX of the Constitution of the State of Georgia of 1983, which provides that the State of Georgia, and any institution, department or agency of the State may contract with any public authority for the joint or separate use of facilities for any period not exceeding 50 years. Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Sublease. The parties hereto expressly intend that there are no third party beneficiaries. No rule of strict construction shall be applied against either party. The invalidity of a provision shall not invalidate the whole so long as the remainder constitutes substantially the same agreement and continues to serve the mutual public purposes provided by this Sublease.

18. MISCELLANEOUS

(a) This Sublease constitutes the entire agreement of the Parties relative to the subject matter hereof, and all prior negotiations, conversations, representations, agreements and understandings are specifically merged herein and superseded hereby. This Sublease may be modified only by written instrument executed by the Parties hereto.

(b) Time is of the Essence of this Sublease

(c) This Sublease shall be construed in accordance with and governed by the laws of the State of Georgia with reference to its conflicts of laws.

(d) The paragraph headings used in this Sublease have been inserted for convenience of reference only and should not be construed to limit or restrict the terms and provisions, covenants and conditions hereof.

(e) If any term or provision of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this

Sublease shall be valid and be enforced to the fullest extent permitted by law. To that end, each of the terms and provisions of this Sublease are hereby declared to be severable.

(f) This Sublease and any modifications or amendments hereto shall not take effect and be binding upon Sublandlord until Sublandlord and Subtenant execute the same.

(g) This Sublease may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

(h) Notwithstanding anything contained herein, this Sublease shall be deemed to be a sublease of the premises covered by the Master Lease and not an assignment, in whole or in part, of Sublandlord's interest in the Master Lease.

(Signatures begin on next page and remainder of page is intentionally blank)

IN WITNESS WHEREOF, the Parties have executed and delivered this Sublease as of the date first set forth above.

Signed, sealed and delivered
as to Landlord in the presence of:

Angel Williams
Unofficial Witness

Khalil Sat
Notary Public

My Commission Expires:

(Affix and Impress

Notary Public Seal Here)



SUBLANDLORD:

STATE PROPERTIES COMMISSION

By: [Signature]

Name: Frank Smith

Title: Deputy Executive Director

Signed, sealed and delivered
as to Tenant in the presence of:

[Signature]
Unofficial Witness

Evelyn Phillips
Notary Public

My Commission Expires:

4/17/2020

(Affix and Impress

Notary Public Seal Here)



SUBTENANT:

DEPARTMENT OF JUVENILE JUSTICE

By: [Signature]

Name: Avery D. Niles

Title: Commissioner



EXHIBIT A

MASTER LEASE

[See Attached]

