

11-0-0941

(Do Not Write Above This Line)

AN ORDINANCE BY  
COUNCILMEMBER C.T. MARTIN

*[Signature]*

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO WAIVE ARTICLE X OF THE REAL ESTATE AND PROCUREMENT CODE CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES IN ORDER TO CONSENT TO AN ASSIGNMENT OF A LEASE AGREEMENT WITH PEACHTREE FIDELITY I, LLC, FOR THE RENTAL OF OFFICE SPACE LOCATED AT 753 JUNIPER STREET, ATLANTA, GEORGIA, FROM THE GEORGIA BUREAU OF INVESTIGATION, TO THE CITY OF ATLANTA ON BEHALF OF THE ATLANTA POLICE DEPARTMENT FOR THE ATLANTA HIGH-INTENSITY-DRUG-TRAFFICKING-AREA-TASK-FORCE ('ATLANTA HIDTA') THROUGH FY2011, TO RATHER THE PAYMENT OF RENT PURSUANT TO SAID AGREEMENT SINCE JUNE 30, 2005 IN AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00) PAID FROM A GRANT FROM THE WHITE HOUSE OFFICE OF NATIONAL DRUG CONTROL POLICY ('ONDCP'), AND TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO PAY AN OUTSTANDING INVOICE UNDER SAID LEASE AGREEMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-THREE THOUSAND, SEVEN HUNDRED AND EIGHTY-NINE DOLLARS AND NINETY-NINE CENTS (\$123,789.99) TO BE CHARGED TO AND PAID FROM A GRANT FROM ONDCP: 2501 (INTERGOVERNMENTAL GRANT FUND); 240101 (GENERAL LEDGER DEPARTMENT: ADP CHIEF OF POLICE); 523103 (BUILDING, FABRICATED, PRE-FABRICATED OR PREMANUFACTURED, RENTAL, OR LEASE), 1320000 (FUNCTION ACTIVITY NUMBER: CHIEF EXECUTIVE); 210812 (GENERAL LEDGER PROJECT: HIDTA 2010-11); 3193 (GENERAL LEDGER FUNDING SOURCE: HIDTA); AND FOR OTHER PURPOSES.  
APPROVED BY:

ADOPTED BY

C.T. MARTIN  
COUNCILMEMBER

JUN 2 0 2011

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 6/6/11

Referred To: Finance/Exec

Date Referred

Referred To:

Date Referred

Referred To:

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

First Reading

Committee Finance/Exec  
Date 6-15-11

Chair \_\_\_\_\_

Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_

Members *[Signature]*

Refer To Finance/Exec  
Adm Serv

Refer To

Committee \_\_\_\_\_

Date \_\_\_\_\_

Chair \_\_\_\_\_

Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_

Members \_\_\_\_\_

Refer To

Committee \_\_\_\_\_

Date \_\_\_\_\_

Chair \_\_\_\_\_

Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

Committee \_\_\_\_\_

Date \_\_\_\_\_

Chair \_\_\_\_\_

Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_

Members \_\_\_\_\_

Refer To

- 2nd
- 1st & 2nd
- 3rd
- Consent
- V Vote
- RC Vote

CERTIFIED

CERTIFIED  
JUN 2 0 2011

ATLANTA CITY COUNCIL PRESIDENT

*[Signature]*

CERTIFIED  
JUN 2 0 2011

*[Signature]*  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JUN 15 2011

WITH APPROVAL SIGNATURE  
BY OFFICER OF LAW



**CITY COUNCIL  
ATLANTA, GEORGIA**

**11-0-0941**

**AN ORDINANCE BY  
COUNCILMEMBER C.T. MARTIN**

**AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO WAIVE ARTICLE X OF THE REAL ESTATE AND PROCUREMENT CODE CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES IN ORDER TO CONSENT TO AN ASSIGNMENT OF A LEASE AGREEMENT WITH PEACHTREE FIDELITY I, LLC, FOR THE RENTAL OF OFFICE SPACE LOCATED AT 753 JUNIPER STREET, ATLANTA, GEORGIA, FROM THE GEORGIA BUREAU OF INVESTIGATION, TO THE CITY OF ATLANTA ON BEHALF OF THE ATLANTA POLICE DEPARTMENT FOR THE ATLANTA HIGH-INTENSITY-DRUG-TRAFFICKING-AREA-TASK-FORCE ("ATLANTA HIDTA") THROUGH FY2011, TO RATIFY THE PAYMENT OF RENT PURSUANT TO SAID AGREEMENT SINCE JUNE 30, 2005 IN AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00) PAID FROM A GRANT FROM THE WHITE HOUSE OFFICE OF NATIONAL DRUG CONTROL POLICY ("ONDCP"), AND TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO PAY AN OUTSTANDING INVOICE UNDER SAID LEASE AGREEMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-THREE THOUSAND, SEVEN HUNDRED AND EIGHTY-NINE DOLLARS AND NINETY-NINE CENTS (\$123,789.99) TO BE CHARGED TO AND PAID FROM A GRANT FROM ONDCP: 2501 (INTERGOVERNMENTAL GRANT FUND); 240101 (GENERAL LEDGER DEPARTMENT: APD CHIEF OF POLICE; 5223103 (BUILDING, FABRICATED, PRE-FABRICATED OR PREMANUFACTURED, RENTAL OR LEASE), 1320000 (FUNCTION ACTIVITY NUMBER: CHIEF EXECUTIVE); 210812 (GENERAL LEDGER PROJECT: HIDTA 2010-11); 31933 (GENERAL LEDGER FUNDING SOURCE: HIDTA); AND FOR OTHER PURPOSES.**

**WHEREAS**, the White House Office of National Drug Control Policy ("ONDCP") offers grant funds to High Intensity Drug Trafficking Area ("HIDTA") task-forces for the purpose of disrupting and dismantling illegal drug trafficking organizations; and

**WHEREAS**, the Atlanta Police Department ("Department") has been an active participant in the Atlanta High-Intensity-Drug-Trafficking-Area-Task-Force ("Atlanta HIDTA") responsible for disrupting and dismantling violent drug trafficking organizations in the Atlanta area for over ten years, the funding for which is supplied through grant awards from ONDCP; and

**WHEREAS**, pursuant to Resolution 05-R-0680 which was Adopted by the Atlanta City Council on May 2, 2005 and Approved by the Mayor on May 9, 2005, the Mayor was authorized to execute agreements designating the Atlanta Police Department ("Department") as the "pass-through" agency for the Atlanta High-Intensity-Drug-Trafficking-Task-Force ("Atlanta HIDTA"); and

**WHEREAS**, as a result, effective June 30, 2005, the City of Atlanta accepted the assignment of a lease agreement with Peachtree Fidelity I, LLC, (attached hereto as Exhibit A), from the Georgia Bureau of Investigations (GBI) for rental of the premises containing approximately



27,640 square feet located at 763 Juniper Street, Atlanta, Georgia for the continued occupancy of Atlanta HIDTA, (the "Lease Agreement"); and

**WHEREAS**, the acceptance of the assignment of the Lease Agreement by the City of Atlanta was not approved by a resolution subsequent to the passage of Resolution 05-R-0680; and

**WHEREAS**, following the assignment of the lease, Atlanta HIDTA has continued to occupy the premises located at 763 Juniper Street, and the City of Atlanta has continued to pay Peachtree Fidelity I, LLC, from grant awards and has paid from such awards an amount not to exceed three million dollars, (\$3,000,000.00), under the both the terms of reflected in the agreement and under certain oral amendment subsequently made thereto since 2005; and

**WHEREAS**, pursuant to 10-O-1665, which was Adopted by the Council on October 4, 2010 and approved by the Mayor on October 13, 2010, the FY2011 Intergovernmental Grant Fund budget was amended by adding to anticipations and appropriations a grant award #G10GA0003A from ONDCP to Atlanta HIDTA, along with two subsequent award modifications, in the total amount of five million, six-hundred twenty-five thousand, seven-hundred sixty-eight dollars (\$5,625,768), to fund the activities of the Atlanta HIDTA task force; and

**WHEREAS**, the payment due to Peachtree Fidelity I, LLC for the remainder of FY2011 under the oral amendments to the lease agreement is one hundred twenty-three thousand, seven hundred eighty-nine dollars and ninety-nine cents (\$123,789.99); and

**WHEREAS**, the budget of the ONDCP grant award to Atlanta HIDTA, approved by Council under 10-0-1665, includes funding for the rent of office space, such as 763 Juniper Street, Atlanta, Georgia, under the general ledger account 2501 (Intergovernmental Grant Fund); 52231003 (Building, fabricated, pre-fabricated or pre-manufactured, rental or lease); 1320000 (Function Activity Number: Chief Executive); 210812 (General Ledger Project: HIDTA 2010-11); 31933 (General Ledger Funding Source: HIDTA); and

**WHEREAS**, the Department requests that the Atlanta City Council authorize the acceptance the assignment of the lease of the premises located at 763 Juniper Street through FY2011, and to pay the outstanding balance due for the remainder of FY2011 from grant award #G10GA0003A, so that Atlanta HIDTA may continue to occupy the premises located at 763 Juniper Street, Atlanta, Georgia; and

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:**

**SECTION 1:**

The actions of the City of Atlanta in making rental payments to Peachtree Fidelity I, LLC from grant funds in order to provide for the continued occupancy of Atlanta High-Intensity-Drug-Trafficking-Area-Task-Force ("HIDTA") from June 30, 2005 through March 31, 2011, are ratified and accepted.



**SECTION 2:**

The Mayor or his designee is authorized to accept the assignment of the lease agreement with Peachtree Fidelity I, LLC from the Georgia Bureau of Investigations for rental of the premises containing approximately 27,640 square feet located at 763 Juniper Street Atlanta, Georgia for the continued occupancy of Atlanta HIDTA (the "Lease Agreement") through FY2011.

**SECTION 3.**

The Chief Financial Officer is authorized to remit payment of the outstanding FY2011 invoice to Peachtree Fidelity I, LLC for payments under the Lease Agreement in an amount not to exceed one hundred twenty-three thousand, seven hundred eighty-nine dollars and ninety-nine cents (\$123,789.99).

**SECTION 4.**

The outstanding invoice to Peachtree Fidelity I, LLC shall be charged to and paid in the amount of \$123,789.99 from a grant from the White House Office of National Drug Control Policy ("ONDCP"): 2501 (Intergovernmental Grant Fund); 52231003 (Building, fabricated, pre-fabricated or pre-manufactured, rental or lease); 1320000 (Function Activity Number: Chief Executive); 210812 (General Ledger Project: HIDTA 2010-11); 31933 (General Ledger Funding Source: HIDTA).

**SECTION 5.**

Article X of the City's Real Estate and Procurement Code is hereby waived to the extent such sections apply to the authorizations contemplated by this Ordinance.

**SECTION 6.**

All other ordinances in conflict with this Ordinance are hereby waived to the extent of such conflict.

A true copy,

*Rhonda Dauphin Johnson*  
Municipal Clerk

ADOPTED by the Atlanta City Council  
RETURNED WITHOUT SIGNATURE OF THE MAYOR  
APPROVED as per City Charter Section 2-403

June 20, 2011

June 29, 2011

RCS# 1120  
6/20/11  
4:40 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

ADOPT

YEAS: 14  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 1

Y Smith	Y Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	B Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I



STATE OF GEORGIA  
COUNTY OF FULTON

AMENDMENT TO RENTAL AGREEMENT  
and  
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS SECOND AMENDMENT TO RENTAL AGREEMENT is entered into this 31<sup>st</sup> day of May, 2005, by and between **Peachtree Fidelity I, LLC**, a Georgia limited liability company (hereinafter referred to as "Landlord"), and **Georgia Bureau of Investigation**, an agency within the State Government of Georgia (hereinafter referred to as "Tenant") and the **City of Atlanta, Georgia** (hereinafter referred to as "Assignee").

WITNESSETH:

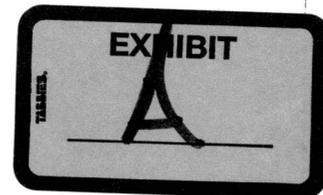
WHEREAS, on or about February 25, 1998, Landlord and Tenant entered into that certain Lease Agreement (hereinafter referred to as the "Lease") for premises containing approximately 27,440 square feet located at 763 Juniper Street, Atlanta, Georgia (hereinafter referred to as the "Premises"), which are more particularly described in the Lease; and

WHEREAS, Landlord and Tenant are mutually agreeable to the amendment of the Lease as provided hereinafter and the assignment of the Lease to the Assignee;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant and Assignee hereby agree as follows:

1. Effective June 30, 2005, Tenant hereby assigns to Assignee all of its right, title and interest in and to the Lease and Landlord consents to such assignment.
2. Effective June 30, 2005, Assignee hereby accepts the foregoing assignment. Assignee hereby assumes and agrees to pay, perform and be bound by all of the covenants, terms and obligations contained in the Lease. Upon execution of this Agreement, Assignee agrees to assume responsibility for any city imposed impositions.
3. All notices and payment shall be made to Landlord at the following address: P.O. Box 11987, Atlanta, Georgia 30355.
4. Paragraph 2n of the First Amendment to the Lease is amended to read:

"Should Tenant renew the Agreement as provided in Article IV for the State Fiscal Year 2012 (beginning July 1, 2011 and ending June 30, 2012) the rental rate for the 27,460 square feet covered by this Agreement shall be \$553,800.00 per year or \$46,066.67 per month (\$20.00 per square foot)."
5. Article III of the Lease is amended to provide that rent shall be paid six months in advance biannually on the first day of July and the first day of January of each year.





6. Except as expressly amended hereby, all terms and conditions of the Lease remain in full force and effect, and are hereby ratified by the parties.

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

**LANDLORD:**

PEACHTREE FIDELITY, LLC

By: *[Signature]* (SEAL)  
Jeffrey M. Notrica  
Title: Member

**TENANT:**

GEORGIA BUREAU OF INVESTIGATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

CITY OF ATLANTA, GEORGIA

Signed, sealed and delivered as to Assignee  
In the presence of:

ATTEST: *[Signature]*  
Municipal Clerk

APPROVED: *[Signature]*  
Mayor

RECOMMENDED: *[Signature]*  
Chief of Police

APPROVED: *[Signature]*  
Director of Purchasing

APPROVED: *[Signature]*  
Janice D. Davis by E. Rayles  
Chief Financial Officer

APPROVED AS TO FORM: *[Signature]*  
Senior Assistant Attorney



**FIRST AMENDMENT**

This **FIRST AMENDMENT**, hereinafter referred to as "Amendment", made and entered into this 5th day of February, 2003, by and between Peachtree Fidelity<sup>I</sup> LLC, c/o Inman Park Properties hereinafter, referred to as "Landlord", and the Georgia Bureau of Investigation an agency within the State Government of Georgia; hereinafter referred to as "Tenant".

**WITNESSETH THAT;**

**WHEREAS**, Landlord and Tenant entered into that certain RENTAL AGREEMENT dated February 25, 1998 hereinafter referred to as "said Rental Agreement" for the rental of the premises more particularly described as follows:

Approximately 27,640 square feet of office space located at 763 Juniper Street in Atlanta, Georgia; and

**WHEREAS**, Landlord and Tenant are mutually agreeable to the amendment of said Rental Agreement as provided hereinafter;

**NOW, THEREFORE;**

1.

By mutual consent of Landlord and Tenant, modifications to Article IV shall be amended to reflect ten (10) renewable options.

2.

Landlord agrees to give Tenant a \$3,000.00 allowance to spend on improvements.

3.

By mutual consent of Landlord and Tenant, modifications to Exhibit B are as follows:

1. Paragraph 1 is deleted in its entirety.

2. Paragraph 2 is amended to add the following:

f. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2004 (beginning July 1, 2003 and ending June 30, 2004) the rental rate for the 27,640 square feet covered by this Agreement shall be \$442,239.96 per year or \$36,853.33 per month. (\$16.00 per square foot).

g. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2005 (beginning July 1, 2004 and ending June 30, 2005) the rental rate for the 27,640 square feet covered by this Agreement shall be \$456,060.00 per year or \$38,005.00 per month. (\$16.50 per square foot).

RICHARD BOWERS & CO.  
REAL ESTATE  
VERNON L. WRIGHT  
PHONE: (404) 816-1600  
FAX: (404) 812-0318



- h. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2006 (beginning July 1, 2005 and ending June 30, 2006) the rental rate for the 27,640 square feet covered by this Agreement shall be \$469,880.04 per year or \$39,156.67 per month. (\$17.00 per square foot).
- i. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2007 (beginning July 1, 2006 and ending June 30, 2007) the rental rate for the 27,640 square feet covered by this Agreement shall be \$483,699.96 per year or \$40,308.33 per month. (\$17.50 per square foot).
- j. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2008 (beginning July 1, 2007 and ending June 30, 2008) the rental rate for the 27,640 square feet covered by this Agreement shall be \$497,520.00 per year or \$41,460.00 per month. (\$18.00 per square foot).
- k. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2009 (beginning July 1, 2008 and ending June 30, 2009) the rental rate for the 27,640 square feet covered by this Agreement shall be \$511,340.04 per year or \$42,611.67 per month. (\$18.50 per square foot).
- l. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2010 (beginning July 1, 2009 and ending June 30, 2010) the rental rate for the 27,640 square feet covered by this Agreement shall be \$525,159.96 per year or \$43,763.33 per month. (\$19.00 per square foot).
- m. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2011 (beginning July 1, 2010 and ending June 30, 2011) the rental rate for the 27,640 square feet covered by this Agreement shall be \$538,980.00 per year or \$44,915.00 per month. (\$19.50 per square foot).
- n. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2012 (beginning July 1, 2011 and ending June 30, 2012) the rental rate for the 27,640 square feet covered by this Agreement shall be \$553,980.00 per year or \$46,066.67 per month. (\$20.00 per square foot).
- o. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2013 (beginning July 1, 2012 and ending June 30, 2013) the rental rate for the 27,640 square feet covered by this Agreement shall be \$580,440.00 per year or \$48,370.00 per month. (\$21.00 per square foot).

4.

This AMENDMENT shall be for a term commencing on the 1st day of July, 2003, and ending on the 30th day of June, 2004, unless terminated, renewed or extended in accordance with the term of said Rental Agreement.

5.

Except as modified and amended herein, all other terms and provisions of said Rental Agreement shall remain in full force and effect and are hereby made applicable to this Amendment, and this Amendment is hereby incorporated in and made a part of said Rental Agreement.

RICHARD BOWERS & CO.  
REAL ESTATE  
VERNON L. WRIGHT  
PHONE (404) 818-1808  
FAX (404) 842-0319



IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed and delivered this Amendment on the day, month, and year first above written.

WITNESS

[Signature]

Notary Public

My Commission Expires

(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)



LANDLORD - PEACHTREE FIDELITY I, LLC

[Signature]

By Jeffrey M. Notrica

Title Member

WITNESS

[Signature]  
My Commission Expires: 8/30/03  
GEORGIA  
AUG. 30, 2003  
IMPRESS NOTARY PUBLIC SEAL HERE

TENANT

Jon Paget

Georgia Bureau of Investigation

By [Signature]

Title Chief of Facilities and Support Operations

APPROVED:  
DEPARTMENT OF ADMINISTRATIVE SERVICES -  
SBS, SPACE MANAGEMENT

DATE: Elliott M. Parnes  
3-13-03

RICHARD POWERS & CO.  
REAL ESTATE  
VERNON L. WRIGHT  
PHONE (404) 376-1200  
FAX (404) 376-1204



SSN/FEI # 58-2352462

STATE OF GEORGIA

RENTAL AGREEMENT# 5332

COUNTY OF Fulton

**RENTAL AGREEMENT**

This RENTAL AGREEMENT, hereinafter referred to as "Agreement", made and entered into this 25th day of February, 19 98, by and between

Peachtree Fidelity, LLC c/o Inman Park Properties  
whose complete business address is P O Box 11987  
Atlanta, Georgia 30355-1987

Party Of The First Part, hereinafter referred to as Landlord (and when referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) will be used), and the Georgia Bureau of Investigation -- HIDTA

an agency, department, commission, board or bureau within the State Government of Georgia, whose complete business address is 3121 Panthersville Road  
Decatur, Georgia 30034

Party Of The Second Part, hereinafter referred to as Tenant (and when referred to in this Agreement by a pronoun the third person, singular number and neuter gender (it) will be used).

**WITNESSETH THAT:  
PREMISES RENTED AND USE TO BE  
MADE OF THE PREMISES BY THE TENANT**

**ARTICLE I**

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, demise and rent, upon the covenants, agreements, provisions, terms, conditions and stipulations herein stated, unto the Tenant those certain premises situated in Fulton County, Georgia, and being more particularly described as follows, to wit:

**Approximately 27,640 square feet of office/  
warehouse space located at 763 Juniper Street  
in Atlanta, Georgia 30308.**

The above-described premises being shown and delineated on a certain \_\_\_\_\_  
19 \_\_\_\_\_, drawing prepared for the Landlord and Tenant by Jones Pierce, Inc.  
and entitled Exhibit A

a copy of said drawing marked EXHIBIT "A", is attached hereto, incorporated in, and by reference made a part of this Agreement.

Also included as a part of the above-described premises are all the fixtures, improvements, tenements and appurtenances, therunto belonging or in any wise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for office/warehouse space the above-described premises, together with all the fixtures, improvements, tenements and appurtenances, therunto belonging or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

*Handwritten initials and numbers:* JPC, KPS 504



ARTICLE II

TERM

This Agreement shall be for a term of 12 months, commencing on the 1st day of July, 19 98, and ending at 12:00 o'clock midnight on the 30th day of June, 19 99, unless this Agreement shall be sooner terminated as hereinafter provided.

ARTICLE III

FIXED RENTAL

For the use and rent of the above-described premises, the Tenant agrees to pay to the Landlord, at his 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 \$28,791.66 Dollars, beginning on the 1st day of July, 19 98, and payable thereafter on the 1st day of each and every calendar month during the said term, being at the rate of \$345,499.92 Dollars per annum.

ARTICLE IV

OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND THE TERM OF THIS AGREEMENT

see Exhibit B Para. 1 & 2

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, on a year to year basis for four (4) consecutive years. Said renewal or extension shall be upon the same covenants, agreements, provisions, terms, conditions and stipulations as herein set forth and at the same monthly rate of rental herein stipulated; provided, however, that notice of Tenant's desire to exercise such right, privilege and option shall be given to the Landlord at least forty-five days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant to be performed, kept and observed, have been fully and faithfully performed, kept and observed by the Tenant.

ARTICLE V

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

Purpose of Article And Paragraph Identification References Definitions

1. The brief, captioned Article and Paragraph Identification References which appear in the left hand margin of this Agreement are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

2. A. The word "Landlord" as used in this Agreement 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.

B. The word "P(remises)" as used in this Agreement shall include not only the particularly above described property but also all the fixtures, improvements, tenements and appurtenances, thereto belonging or in any wise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

C. 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.

Time Is Of The Essence

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

Notices

INITIALS

4. All notices, statements, demands, requests, consents, approvals and authorizations, hereunder given by either party to the other shall be in writing and sent by United States Registered or Certified Mail, postage prepaid, and addressed to the party to be notified at such party's address as shown in this Agreement. Either party to this Agreement may from time to time by notice to the other designate a different address to which notices shall be sent. The day upon which the notice is placed in the mail shall be treated as the date of service. See Exhibit B, Para. 8

Covenant Of Title And Quiet Enjoyment

INITIALS

5. Landlord covenants that he is seized of the premises in fee simple absolute. Landlord agrees that the Tenant, paying the rents 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 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, then this Agreement may be immediately cancelled 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.

Handwritten initials and signatures at the bottom right of the page.



**Notice Of Appointment Of An Agent**

6. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the party appointing such agent. See Exhibit B, Para. 9

**Change In The Ownership Of The Premises**

7. 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.

**Binding Effect On Heirs, Assigns, Etc.**

8. 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 assigns of the parties hereto, and shall be deemed and treated as covenants real running with the premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed. See Exhibit B, Para. 10

**Landlord's Failure To Deliver The Premises At The Commencement Of The Term**

9. Should the Landlord, for any reason whatever, be unable to deliver possession of the premises to the Tenant at the commencement of the term, this Agreement may be immediately cancelled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the immediately preceding option then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of the term and the time the Landlord delivers possession of the premises to the Tenant. See Exhibit B, Para. 11

**Destruction Of Or Damage To The Premises**

10. In the event the premises, either prior to the commencement date of the term of this Agreement or during the term hereof, shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the premises shall not thereafter be repaired by the Landlord at his cost and expense with reasonable promptness and dispatch, then this Agreement may be immediately cancelled and terminated at the option of the Tenant by giving the Landlord notice thereof and rent (if any) shall be payable only to the date of such damage. Should the premises either prior to the commencement date of the term of this Agreement or during the term hereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the Landlord agrees that the premises at the Landlord's cost and expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of the partial destruction of the premises there shall be a fair abatement in the rent payable during the time such repairs and restoration are being made. Such proportional deduction of rent to be based upon the extent to which the making of such repairs and restoration shall interfere with the business carried on by the Tenant on the premises. Full rental shall again commence after completion of the repairs and restoration of the premises by the Landlord. In connection with the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy by the Tenant, as to the extent that such repairs and restoration interfere with the business of the Tenant carried on by the Tenant on the premises, and as to whether the repairs and restoration are being made by the Landlord with reasonable promptness and dispatch. See Exhibit B, Para. 12

**Insurance**

11. Landlord shall and will, at his own cost and expense during the term of this Agreement, keep the premises insured against loss or damage by fire and other casualties or catastrophes for not less than the amount the premises were last assessed for the purpose of property taxation. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State Of Georgia. Landlord shall furnish Tenant with Certificates or other acceptable evidence that such insurance is in effect.

**Use Of The Premises And Insurance Requirements**

12. 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 coverage insurance insuring the premises. The Tenant further agrees not to sell, or permit to be kept for use on the premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

**Cancellation Of This Rental Agreement By The Landlord**

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

**Holding Over Or Continued Use And For Occupancy**

14. Any holding over, or continued use and for 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 III above and under the same provisions in force at the expiration or termination of this Agreement. See Exhibit B, Para. 11

15. In the event, during the term of this Agreement, the whole or any part of the premises shall be taken by any Municipal Corporation, County, State or Federal government, or any other 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 are taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceeding, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the premises must be surrendered or whether it will remain on the premises with the remaining monthly rental payments reduced by an amount determined

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by the ratio of square feet thus taken to the total square feet originally contained in the premises. To exercise this election, the Tenant must notify the Landlord within twenty-five days after it is ultimately determined what portion of the premises will be taken under such proceeding. In the event the Tenant elects to remain on the premises under the condition set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. The rights of the Landlord shall in no way prejudice or interfere with any claim which the Tenant may have against the corporation, government or authority, exercising the power of eminent domain or condemnation, for damages or for destruction of or interference with the business of the Tenant on the premises. See Exhibit B, Para. 14

*Rubbish Removal*

16. Landlord shall keep the premises clean, both inside and outside, at his own cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the premises. See Exhibit B, Para. 15

*Repairs By The Landlord*

17. During the term of this Agreement, Landlord shall, at his own cost and expense, service, replace, keep and maintain in good order and repair each and every part and portion of the premises together with any improvements or additions the Landlord might install or place on the premises in the course of the term of this Agreement. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant, to the existing premises or to any improvements or additions made to the premises by the Landlord, shall not be construed as a waiver by the Tenant of this provision. In the event that Tenant constructs or erects any additions and/or improvements on the premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair. See Exhibit B, Para. 16

*Entry For Inspection And Repairs, Alterations Or Additions*

18. Tenant shall permit Landlord, his agents or employees, to enter onto the premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the premises.

*Janitorial Services*

19. Landlord shall furnish, without additional charge to the Tenant, janitorial services for general cleaning of the premises. Landlord shall use care to select honest and efficient employees. Landlord shall be responsible to the Tenant for the negligence, theft, fraud and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any inactivity on the part of such employees which in any way interferes with Tenant's full enjoyment of the premises. See Exhibit B, Para. 17

*Utilities*

20. With the sole exception of telephones, Landlord shall furnish and pay for all water, electricity, gas, fuel, oil, heat, light 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, heat and power service, Landlord will proceed with all due diligence to restore same. See Exhibit B, Para. 18

*Notice To The Landlord Of Damage(s) Or Defect(s)*

21. Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the premises and said damage(s) or defect(s) shall be remedied with due diligence by the landlord at his own cost and expense. See Exhibit B, Para. 16

*Taxes And Assessments*

22. 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.

*Termites, Rodents, And Pests*

23. Landlord shall, at his own cost and expense, keep the premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the premises by the same during the term of this Agreement. See Exhibit B, Para. 19

*Removal Of Improvements, Erections, Additions And Alterations Made By The Tenant*

24. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the premises for the conductance of the Tenant's business. All improvements, erections, additions and alterations installed or placed on the premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue 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. See Exhibit B, Para. 20

*Removal Of Fixtures, Etc. By The Tenant*

25. 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. See Exhibit B, Para 21

*Waiver Of Right*

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

*Entry For Sealing, Etc.*

27. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE IV above, then it is agreed that the Landlord may, within ~~five~~ ten days next preceding the expiration of the term of this Agreement, send 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.

*JTS*  
*JTS*  
INITIALS  
*JTS*  
*JTS*



**Abandonment  
Of Premises  
By The Tenant**

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

**Waste  
And  
Nuisance**

29. 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 by any, in the building in which the premises may be located.

**Assignment  
And  
Subletting**

30. Except to another agency, department, commission, board or bureau within the Executive Branch of the State Government of Georgia, to another branch of the State Government of Georgia, or to a State Authority, Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the premises, or any portion thereof, without the consent of Landlord first having been had and obtained. However, it is agreed by the parties hereto that Landlord shall not unreasonably withhold such consent. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, on twenty days notice to Tenant, terminate this Agreement. Consent to one assignment and/or subletting shall not destroy this provision and all later assignments and/or subletting shall likewise be made only with the prior consent of the Landlord, which consent shall not unreasonably be withheld. See Exhibit B, Para. 22

**Effect On  
Assignment  
And  
Subletting  
When The  
Tenant  
Surrenders  
The Premises**

31. The voluntary or other surrender of this Agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, either terminate all or any existing sublets or subtenancies or operate as an assignment to him of all or any existing sublets or subtenancies.

**Surrender  
Of The  
Premises**

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

**Invalidity Of  
A Provision  
Or A Portion  
Of A  
Provision**

33. 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.

**Further  
Special  
Provision(s)**

34. Insofar as the following special provision(s), conflict(s) with any of the foregoing provisions, the following provision(s), shall control: (If there are no special provisions, please insert in the space below the word "NONE".)

*Handwritten initials and signature*

(a) Landlord shall be responsible for compliance with all applicable permitting and zoning ordinances and requirements, local and state building codes, life safety codes, handicap accessibility codes and the security of a certificate of occupancy for the modification or construction of the above-described premises. **(The Americans With Disabilities Act (ADA-1990))**  
See Exhibit B, Para 23.

(b) Landlord and Tenant hereby certify that the provisions of law contained in an Act prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State as set forth in O.C.G.A. Ch 45-10, Art 2, Part 1 (Ga. Laws 1983, p. 1326, as amended) have not been and will not be violated in any respect by this Agreement.

(c) See Exhibits A and B attached hereto and by reference  
incorporated herein.

**Entire  
Agreement**

35. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the premises. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those hereinabove set forth. It is further understood and agreed that no subsequent alteration, amendment, modification, change or addition to this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement.

*Handwritten initials and signature*



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:

LANDLORD

PEACHTREE FIDELITY, LLC

Witness

By: [Signature] (L.S.)  
Jeffrey H. Norcia, Managing Member

Notary Public  
My Commission Expires:

By: [Signature] (L.S.)  
Jay D. Kessler, Member

By: [Signature] (L.S.)  
Kenneth J. Seitz, Member

(AFFIX AND IMPRESS  
NOTARY PUBLIC SEAL  
HERE)

BY: \_\_\_\_\_ (L.S.)

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_ (L.S.)

(IF CORPORATION AFFIX AND IMPRESS CORPORATE SEAL HERE AND ATTACH TO THIS AGREEMENT MARKED EXHIBIT "B" A CERTIFIED COPY OF THE CORPORATE RESOLUTION PERTAINING TO AND PERMITTING THIS AGREEMENT AND AUTHORIZING AND DIRECTING THE ABOVE CORPORATE OFFICERS TO EXECUTE THIS AGREEMENT FOR AND ON BEHALF OF THE CORPORATION, WHEN THE CORPORATE RESOLUTION IS ATTACHED HERETO THE SAME IS HEREBY INCORPORATED IN AND BY REFERENCE MADE A PART OF THIS AGREEMENT.)

SIGNED, SEALED AND DELIVERED  
As to Tenant, in the presence of:

TENANT

Witness

[Signature] (L.S.)

GEORGIA BUREAU OF INVESTIGATION

Notary Public  
My Commission Expires:

BY: [Signature] (L.S.)

TITLE: DIRECTOR OF STAFF SERVICES

(AFFIX AND IMPRESS  
NOTARY PUBLIC SEAL  
HERE)

APPROVED AS TO CONTENT BY THE  
DEPARTMENT OF ADMINISTRATIVE SERVICES

BY: [Signature]

DATE: 2/25/08

*[Handwritten initials and marks]*



## EXHIBIT B

These Special Stipulations are incorporated into and made a part of that certain Rental Agreement dated as of February 25, 1998, between Peachtree Fidelity, LLC, as Landlord, and the Georgia Bureau of Investigation - HIDTA, as Tenant. In the event of any conflict between these Special Stipulations and the printed of this Agreement, these Special Stipulations shall be controlling.

### 1. DEFINITIONS AND OTHER MATTERS

#### a. For purposes of this Special Stipulation No. 1,

1. the term "Building" shall refer to that building located on the property which has a street address of 763 Juniper Street, Atlanta, Fulton County, Georgia and is more particularly described on Exhibit C attached hereto and made a part hereof by this reference, being that building in which the premises referenced in this Agreement is located;
2. the term "Operating Expenses" shall include only those costs of operation and routine repair and maintenance of the Building, common area maintenance and landscaping and shall specifically be comprised of real property taxes, insurance and the cost of materials and labor for routine repairs and maintenance for which Landlord is responsible under this Agreement;
3. the term "Base Year" shall refer to the calendar year ending on the 31st day of December last preceding the beginning of the renewal or extension term for which additional rental is being calculated;
4. the Base Year for this special stipulation shall be Calendar Year 1997;
5. the term "Increased Operating Expenses" shall refer to the amount, if any, by which the Operating Expenses for the Calendar Year following the Base Year exceeds the Operating Expenses for the Base Year, excluding the amount of any such increase over which Landlord has direct control;
6. the term "Pro-Rata Percentage" shall refer to a numerical value calculated by dividing the net usable/rentable square footage of office space in the Building occupied by Tenant (numerator) by the total net usable/rentable square footage of office space in the Building (denominator) and multiplying the resulting fraction by 100 as follows:

$$\frac{27,640 \text{ Square feet}}{27,640 \text{ Square feet}} \text{ times } 100 \text{ equals } 100\%$$

- b. Upon receipt of supporting documents reasonably satisfactory to Tenant showing Increased Operating Expenses, Tenant agrees to pay in any renewal or extension term of this Agreement, additional rental in equal monthly payments in addition to the Fixed Rental described in Article III of this Agreement, as such Fixed Rental is increased pursuant to Paragraph 2 of these Special Stipulations. Said additional rental shall be equal to the Pro-Rata Percentage divided by 100 and multiplied by the Increased Operating Expenses, plus the additional rental (if any) paid in the immediately preceding term, however, that no increase in the additional rental provided herein shall result in additional monthly rental (expressly excluding any increased rental provided in Paragraph 2 of these Special Stipulations) of greater than 103% of the additional monthly rental for the immediately preceding term or a total rental (expressly excluding any increased rental provided in Paragraph 2 of these Special Stipulations) of the applicable renewal or extension term of greater than 103% of the Additional Rental due for the immediately preceding term.

*Handwritten initials and signatures:*  
SL  
JSS



- c. Landlord shall furnish Tenant written evidence, reasonably satisfactory to the Tenant, of the Operating Expenses of the Base Year and the year immediately preceding the Base Year in order to justify any additional rental for Increased Operating Expenses for the year immediately following the Base Year. Said written evidence shall be furnished to Tenant within ninety (90) days from the end of the Base Year. If such written evidence is not furnished timely, then there shall not be any additional rental for Increased Operating Expenses due during any renewal or extension term based on the Operating Expenses in the Base year and the year immediately preceding the Base Year.

## 2. RENTAL RATES

- a. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 1999 (beginning July 1, 1998 and ending June 30, 1999) the rental rate for the 27,640 square feet covered by this Agreement shall be \$345,499.92, or \$28,791.66 per month (\$12.50/square foot).

Should Tenant not renew this Agreement, Tenant shall pay a one-time rent assessment of \$506,826.00.

- b. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2000 (beginning July 1, 1999 and ending June 30, 2000) the rental rate for the 27,640 square feet covered by this Agreement shall be \$359,319.96, or \$29,943.33 per month (\$13.00/square foot).

Should Tenant not renew this Agreement, Tenant shall pay a one-time rent assessment of \$401,835.00.

- c. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2001 (beginning July 1, 2000 and ending June 30, 2001) the rental rate for the 27,640 square feet covered by this Agreement shall be \$373,140.00, or \$31,095.00 per month (\$13.50/square foot).

Should Tenant not renew this Agreement, Tenant shall pay a one-time rent assessment of \$283,528.00.

- d. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2002 (beginning July 1, 2001 and ending June 30, 2002) the rental rate for the 27,640 square feet covered by this Agreement shall be \$386,959.92, or \$32,246.66 per month (\$14.00/square foot).

Should Tenant not renew this Agreement, Tenant shall pay a one-time rent assessment of \$150,218.00.

- e. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2003 (beginning July 1, 2002 and ending June 30, 2003) the rental rate for the 27,640 square feet covered by this Agreement shall be \$400,779.96, or \$33,398.33 per month (\$14.50/square foot).

## 3. SPECIAL RENT ASSESSMENT

- a. Upon receipt of a written request from Tenant, Landlord agrees to perform such alterations and/or modifications to the Premises as are deemed necessary by Tenant, provided that such alterations and/or modifications are reasonably acceptable to Landlord and are consistent with the structural integrity of the Premises. Tenant acknowledges that it has requested such alterations and/or modifications which are more particularly described in Exhibit A attached hereto and made a part hereof by this reference. Landlord acknowledges that it has agreed

*[Handwritten signatures]*



to perform such alterations and/or modifications in accordance with Paragraph 5 of these Special Stipulations and otherwise in accordance with this Agreement.

- b. If additional alterations and/or modifications are requested by Tenant, Landlord shall not unreasonably withhold consent to such alterations and/or modification requests, provided that such alterations and/or modifications do not increase the costs of Tenant Finish or, if such alterations and/or modifications do increase the costs of Tenant Finish, Tenant executes an Amendment to this Agreement obligating Tenant to pay Landlord for such increased costs. Each such request shall specifically enumerate all items of work to be performed by Landlord and shall set forth the Special Rent Assessment payable by Tenant. If such alterations and/or modifications, and the amount of the proposed Special Rent Assessment are acceptable to Landlord, Landlord agrees to perform such work in accordance with Tenant's request; provided, however, that Landlord shall not be required to perform any work not specifically set forth in any such request, including, without limitation, changes to work being performed as a result of such requests, unless Tenant submits additional written requests, enumerating all such additional items of work and conforming to the above requirements.
- c. Tenant further agrees to pay all Special Rent Assessments in full within ten (10) days of substantial completion of all work set forth in each such request, upon acceptance and approval of such alterations or modifications by Tenant, provided that an amount reasonably required to pay for completion of punch list work shall be retained by Tenant and shall be paid to Landlord within ten (10) days after such punch list work is completed. The total amount of the Special Rent Assessment shall not exceed Four Hundred Thousand Dollars (\$400,000.00) for the costs and expenses attributable to the alterations and/or modifications set forth on Exhibit A.

4. DRUG-FREE WORKPLACE PROVISION

- a. If Landlord is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.
- b. If Landlord is an entity other than an individual, it hereby certifies that:
  1. A drug-free workplace will be provided for the Landlord's employees during the performance of this Agreement; and
  2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certificate: "As part of the subcontracting agreement with (Landlord) \_\_\_\_\_ (subcontractor) \_\_\_\_\_, certifies to the Landlord that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to Paragraph 7 of subsection B of O.C.G.A. Section 50-24-3."
- c. Landlord may be suspended, terminated, or debarred if it is determined that:
  1. The Landlord has made false certification hereinabove; or
  2. The Landlord has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3.

5. RENOVATION PROVISION

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SR  
JAGSS



Landlord agrees to perform such alterations and/or modifications to the Premises as are contemplated by the specifications detailed on Exhibit A. Landlord will contribute up to \$600,000.00 which will include space planning and design fee.

6. PARKING

Parking is provided in the surface parking lots adjacent to the building and the secured parking lot under the building. All parking is free and unassigned and one hundred percent (100%) controlled by Tenant. Landlord shall have no responsibility for securing or otherwise maintaining any such parking areas.

7. SECURITY

Tenant will be provided access to the building 24 hours/day, 7 days/week, 52 weeks/year in accordance with the established regulations for the building. Tenant will be responsible for all security to the property, including parking areas serving the premises, and Landlord shall have no responsibility to provide any such security.

8. NOTICES

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand-delivery, by first class or certified mail or by commercial overnight courier to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of a changed address of which proper written notice was not given pursuant to this Paragraph shall be deemed to be receipt of the notice, request, demand or other communication by giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other parties any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To Landlord: Peachtree Fidelity, LLC  
c/o Inman Park Properties  
200 Sandy Springs Place, N.E.  
Suite 100  
Atlanta, Georgia 30328  
Attn: Jeff Notrica

To Tenant: Georgia Bureau of Investigation-HIDTA  
3121 Panthersville Road  
Decatur, Georgia 30034  
Attn: SCOTT CRAW

9. NOTICE OF APPOINTMENT OF AN AGENT

The agent for collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the premises and to this Agreement, until notice of a change of such appointment is received from Landlord by Tenant, shall be Jeff Notrica of Inman Park Properties.

10. NO RECORDATION OF LEASE

Tenant shall not be entitled to record this Agreement on the real estate records of Fulton County, Georgia or otherwise.

*Handwritten signatures and initials:*  
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A circular stamp or mark is at the top right.  
Below it, the initials "JDN" and "KSS" are written.



11. LANDLORD'S FAILURE TO DELIVER THE PREMISES AT THE COMMENCEMENT OF THE TERM

Should Landlord, for any reason whatsoever, be unable to deliver possession of the Premises to Tenant at the commencement of the term, Landlord shall be entitled to extend the commencement of the term to August 1, 1998, by providing written notice of such extension to Tenant on or before July 1, 1998. In the event Landlord extends the commencement date, Tenant shall be entitled to a \$10,000.00 credit against the rent due from Tenant for the August, 1998, monthly rental for the Premises. In the event Landlord does not extend commencement of the term as provided hereby, Tenant may immediately cancel, terminate and declare null and void this Agreement by giving Landlord written notice thereof, provided that Tenant shall have no right to cancel this Agreement if, prior to Tenant giving Landlord written notice of such cancellation, Landlord gives Tenant written notice that Landlord is delivering possession of the Premises to Tenant. If Tenant does not exercise the option to cancel, terminate and declare null and void this Agreement, it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of the term and the time Landlord delivers possession of the Premises to Tenant. In addition, if Landlord is unable to deliver possession of the Premises to Tenant at the commencement of the term because of changes, deletions or additions in construction requested by Tenant, or because of strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, the commencement of the term shall be extended for a period of time equal to the delays resulting from such causes beyond the reasonable control of Landlord: provided, however, that such construction shall be completed in any event within 180 days after the July 1, 1998, commencement of the term contemplated by this Agreement.

12. DAMAGE OF OR DESTRUCTION TO THE PREMISES

- a. In the event the Premises, either prior to the Commencement Date of the term of this Agreement or during the term hereof, shall be rendered partially or wholly unfit for occupancy by fire, the elements, acts of God or other casualty, and if such damage cannot, in Landlord's reasonable judgment, be substantially restored within 90 days of such damage, then either Landlord or Tenant may terminate this Agreement as of the date of such casualty and the term of this Agreement shall end on such date as if that date had been originally fixed in this Agreement for the expiration of the term of this Agreement. Landlord shall indicate whether the Premises may be substantially restored by written notice to Tenant within 30 days of such casualty. If Landlord determines the Premises may be substantially restored, neither party shall have the right to terminate this Agreement. If Landlord fails to give such notice with respect to whether the Premises may be substantially restored or if Landlord's notice indicates that the Premises may not be so substantially restored within such 90 day period, either party shall have the right to terminate this Agreement as provided in this Paragraph. For purposes hereof, the Premises shall be deemed "Substantially Restored" if the Premises are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was being used at the time of such casualty.
- b. In the event of any damage to or destruction of the Premises and if the Premises is rendered partially or wholly unfit for occupancy following such damage or destruction, the rent otherwise payable during the period in which the Premises are unfit for occupancy shall abate in proportion to the number of square feet rendered unusable by such damage or destruction.
- c. If the restoration of the Premises is delayed because of changes, deletions or additions in construction requested by Tenant, or because of strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, the period for such restoration shall be extended for the amount of time Landlord is so

*Handwritten initials and signatures:*  
JC  
DJS  
JMS



delayed, provided, however, that such restoration shall be completed in any event within 180 days after the date of such damage or destruction. In no event shall Landlord be required to restore any of the partitions, fixtures, additions or other property or improvements which may have been placed in or about the Premises by Tenant.

13. HOLDING OVER

Any holding over, or continued use and/or occupancy by Tenant of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at a monthly rental rate equal to 1.25 multiplied by the monthly rental rate set out in Article III of the Agreement and otherwise under the same provisions in force at the time this Agreement expired or terminated.

14. CONDEMNATION

Tenant shall not be entitled to any remedies under Paragraph 15 of this Agreement unless the part of the Premises taken materially and adversely affects the ability of Tenant to use the Premises as contemplated by this Agreement.

15. RUBBISH REMOVAL

Tenant shall keep the inside of the Premises clean at Tenant's cost, and shall see that all ashes, garbage, trash, excelsior, straw and other refuse is removed from the inside of the Premises.

16. REPAIRS BY THE LANDLORD

Notwithstanding anything contained in this Agreement to the contrary, Landlord's obligation to maintain and repair the Premises, at Landlord's sole cost and expense, shall not extend to or include any maintenance or repairs necessitated by damage or destruction caused by or through the negligence or intentional misconduct of Tenant or Tenant's employees, agents, independent contractors, invitees, licensees, sub-tenants or assigns or to any additional painting or carpeting of the Premises which maintenance or repair shall be the obligation of Tenant, at Tenant's sole cost and expense.

17. JANITORIAL SERVICES

Tenant, at Tenant's sole cost and expense, shall provide janitorial services for general cleaning of the Premises. Landlord shall not be responsible to Tenant for the negligence, theft, fault and misconduct of the individuals who are providing such janitorial services.

18. UTILITIES

Tenant shall furnish and pay for all utilities used in connection with the Premises, including, without limitation, telephone, water, electricity, gas and fuel.

19. PEST CONTROL

Tenant shall, at Tenant's sole cost and expense, keep the Premises free from infestation by pests and shall repair all damage caused to the Premises by the same during the term of this Agreement.

20. REMOVAL OF IMPROVEMENTS, ERECTIONS, ADDITIONS AND ALTERATIONS MADE BY TENANT

Tenant shall not be entitled to make any improvements, erections, additions or alterations to the Premises unless Tenant first obtains Landlord's prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

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