

# KEYSTONE OFFICE BUILDING

OFFICE LEASE

Dated January \_\_, 2025

Between:

Landlord:

KEYSTONE INVESTMENT PROPERTIES, LLC

a Georgia limited liability company

and

Tenant:

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### EXHIBITS

EXHIBIT A:	Work Agreement
EXHIBIT B:	Commencement Date Agreement
EXHIBIT C:	Acceptance of Premises
EXHIBIT D:	Legal Description
EXHIBIT E:	Rules and Regulations
EXHIBIT F:	Operating Expenses
EXHIBIT G:	Personal Guaranty

OFFICE LEASE

THIS LEASE, made as of this \_\_\_\_ day of July 2012, (the "Effective Date") by and between KEYSTONE INVESTMENT PROPERTIES, LLC, a Georgia limited liability company (herein called "Landlord"), and CHARLENE ALEXANDER (herein called "Tenant").

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. **FUNDAMENTAL LEASE PROVISIONS.** The terms defined herein are an integral part of this Lease:
- A. **"Premises":** Landlord, hereby leases unto Tenant, and Tenant hereby leases from Landlord, that certain space (herein called "Premises") shown on the floor plan(s) attached hereto as Exhibit "A" and made a part hereof and known as Suite \_\_\_\_, situated on the SECOND (2nd) floor(s) **or a space of similar size and dimension on an alternate floor** of the office building located at 5040 Bill Gardner Parkway (herein called "Building") in that certain project commonly known as Keystone Office Building, located in Locust Grove, Georgia, 30248 (the "Project"). The Premises shall include the appurtenant right to the use, in common with others, the lobbies, entrances, stairs, corridors, elevators and other public portions of the Building and the Project (the "Common Areas").
- B. **"Base Rent":** Throughout the Term of this Lease, Tenant shall pay base rent to Landlord calculated as follows (the "Base Rental"):

<u>Rental Period</u>	<u>Base Rent per Square Foot</u>	<u>Monthly</u>	<u>Annually</u>
Year 1	\$ ____	_____	_____
Year 2	\$ ____	_____	_____
Year 3	\$ ____	_____	_____
Year 4	\$ ____	_____	_____
Year 5	\$ ____	_____	_____

In addition to the payment of Base Rent, Tenant shall pay to Landlord each Lease Year throughout the Term of this Lease an amount equal to Tenant's Share of Operating Expenses incurred by Landlord, as provided in Section 4 below. Operating Expenses are currently estimated as shown below and will remain constant throughout the term of the lease:

<u>Rate Per Square Foot</u>	<u>Monthly</u>	<u>Annually</u>
\$6.00	\$ _____	\$ _____

- C. **"Lease Year"** shall mean each successive twelve-month period throughout the Term provided that the first Lease Year shall commence on the Commencement Date and expire on the last day of the month in which the anniversary of the Commencement Date occurs, and each subsequent Lease Year shall commence on the day following the expiration of the previous Lease Year.
- D. **"Base Year":** shall mean 2010.
- E. **"Square Feet in the Project":** shall mean **18,000 rentable** square feet.
- F. **"Square Feet in the Premises":** shall mean \_\_\_\_ **usable**, \_\_\_\_ **rentable** square feet, including Tenant's pro rata share of Building and Project Common Areas, subject to final adjustment based upon final as-built drawings.
- G. **"Tenant's Share":** shall mean the percentage determined by dividing the Square Feet in the Premises by the Square Feet in the Project.
- H. **"Land":** shall mean that certain parcel of real property as is more particularly described on Exhibit "D" attached hereto and made a part hereof.
- I. **"Project":** shall mean all improvements now or hereinafter constructed on the Land and any common areas or improvements, parking areas or parking decks as described in Exhibit "D".
- J. **"Deposit":** shall mean a Security Deposit in the amount of \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ security deposit plus 1<sup>st</sup> month's rent.
- K. **"Term" or "Lease Term":** as defined in Paragraph 2 below.
- L. **"Commencement Date":** as defined in Paragraph 2 below.
- M. **"Landlord's and Tenant's Mailing Addresses":** as set forth in Paragraph 22 below.
- N. **"Use of Premises":** for general office purposes only.

2. **TERM.** Landlord shall construct or install in the Premises the improvements to be constructed or installed by Landlord pursuant to **Exhibit "A"** attached hereto and made a part hereof (the "**Tenant Work**"). The term of this Lease (herein called "**Term**") shall commence on the earlier of (the date of such commencement being herein called the "**Commencement Date**") (i) 01, 2012, or (ii) the date on which Landlord's construction coordinator supervising construction of such improvements shall certify in writing to Landlord and Tenant that such improvements have been substantially completed; provided, however, if Landlord shall be delayed in substantially completing said work for any reason, except a delay caused by Tenant, then the Commencement Date shall be deferred by the number of days of such delay. The Commencement Date shall not be deferred if the delays are caused by Tenant. Unless sooner terminated as herein provided, the Lease Term shall expire on the last day of the 60th full month following the Commencement Date. If Landlord, for any reason other than a delay caused by Tenant cannot deliver possession of the Premises (with the improvements to be installed or constructed pursuant to substantially complete) to Tenant at the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting there from, but in that event, provided the delay is not caused by Tenant, Rent (as that term is hereinafter defined) shall be waived for the period between the Commencement Date and the time when Landlord can deliver possession.

Within a reasonable time of the Premises being ready for occupancy by Tenant, Landlord shall furnish to Tenant a Commencement Date Agreement in the form attached as **Exhibit "B"** and Acceptance of Premises in the form attached as **Exhibit "C"** and made a part hereof. Tenant shall execute the Commencement Date Agreement and Acceptance of Premises and return a signed copy to Landlord within five (5) days of its receipt of same, but in any event prior to occupying the Premises. As of the Commencement Date, Tenant takes and accepts from Landlord the Premises "as is", upon the terms and conditions herein contained, in its then condition, Tenant agreeing that such condition is suited for the uses intended by Tenant.

3. **BASE RENT AND DEPOSIT.**

- A. Commencing on the Commencement Date and continuing on the first day of each and every calendar month thereafter during the Lease Term, in advance and without notice, Tenant shall pay to Landlord the Base Rent for the Premises. The Base Rent for any fractional month shall be prorated on a per diem basis. "Rent" (which term shall include Base Rent as herein described and all additional rent payable under this Lease) shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America at the offices of Landlord set forth in Paragraph 22 below, or its Building manager located in the Building, or to such other person or at such other place as Landlord may from time to time designate in writing. On the date of execution hereof Tenant shall deposit with Landlord the first month's Base Rent plus the Deposit.
- B. The Deposit, if any, shall be held by Landlord as security for the faithful performance and observance by Tenant of all of the agreements, covenants, conditions and provisions of this Lease to be performed or observed by Tenant, and Tenant shall not be entitled to any interest thereon. In the event Tenant fails to perform or observe any of the agreements, covenants, conditions and provisions of this Lease to be performed or observed by it, then at Landlord's option, Landlord may, but shall not be obligated to, apply the Deposit, or so much thereof as may be necessary, to remedy any such failure by Tenant. Tenant shall immediately upon request pay to Landlord any sum necessary to restore the Deposit to the full amount specified in Paragraph 1(I). Any remaining portion of the Deposit shall be returned to Tenant within thirty (30) days following the expiration of the Lease Term.

4. **REIMBURSEMENT FOR OPERATING EXPENSES OF LANDLORD.**

- A. In addition to the Base Rent payable hereunder, Tenant agrees to reimburse Landlord (as additional rent hereunder) for Tenant's share of all operating expenses (the "Operating Expenses") as described in **Exhibit "F"** attached hereto and by this reference made a part hereof, of maintaining and operating (directly or indirectly) the Building..
- B. Tenant's Share of the Operating Expenses (herein called "Tenant's Operating Expenses") shall be in an amount equal to the product obtained by multiplying the total Operating Expenses during each calendar year of the Lease Term by Tenant's Share. Tenant's Operating Expenses shall be paid by Tenant as additional rent hereunder. For each calendar year or part thereof occurring during the Lease Term subsequent to the Base Year, Landlord shall have the right to make a good faith estimate of Tenant's Operating Expenses for the upcoming calendar year and upon fifteen (15) days' notice to Tenant to require the payment by Tenant of one-twelfth (1/12<sup>th</sup>) of such amount on the first (1<sup>st</sup>) day of each month during the calendar year in question. By May 1 of each calendar year following the year in which the Lease Term commences, or as soon thereafter as practicable, Landlord shall furnish to Tenant a statement of Operating Expenses for the prior calendar year, including therein the calculation of any additional amount owed by Tenant to Landlord, which amount shall be promptly paid by Tenant to Landlord as additional rent. At Landlord's option, any amounts owed by Landlord to Tenant shall be refunded or applied against Rent due under the Lease. If this Lease shall terminate on a day other than the last day of a calendar year, the additional rent payable by Tenant pursuant to this Paragraph shall be prorated on the basis which the number of days from the commencement of such calendar year to and including such termination date bears to three hundred sixty-five (365). As of the date of this Lease, Operating Expenses are estimated at **\$4.00** per rentable square foot of Premises and **will remain constant for the term of this lease.**

5. **TAXES PAYABLE BY TENANT.** All building-related real estate taxes are included in CAM. Any personal property taxes related but not limited to Tenant's personal property, equipment, fixtures, or inventory is the sole responsibility of the Tenant.

6. **USE OF PREMISES.** Tenant shall use the Premises for general office purposes as the office of an obstetrician. Tenant shall not do or permit to be done in or about the Premises or make any use thereof, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted; or which is prohibited by or will increase the existing rate or cause cancellation of any of Landlord's insurance policies for the Building; or which will in any way obstruct or interfere with the rights of other tenants of the Building, or injure or annoy them; or use or allow the Premises to be used for lodging or for any improper, immoral, or unlawful purpose; cause, maintain or permit any nuisance in, on or about the Premises; or bring into the Building any furniture, equipment materials or other objects which overload the Building, its structure or any portion thereof or electrical or mechanical systems thereof.

7. **PREPARATION OF THE PREMISES.** Landlord will provide, at no cost to Tenant except as set forth in this Lease, the Tenant Work set forth in Exhibit "A" attached hereto, up to an amount equal to \$\_\_\_\_\_ per usable square foot of the Premises. Usable square footage for the Premises totals \_\_\_\_\_ square feet.

8. **SERVICES.** Provided Tenant shall not be in default under this Lease, Landlord agrees to provide to Tenant the following services:

- (a) Heating and air-conditioning service ("HVAC") daily on Mondays through Fridays, from 7:00 a.m. to 6:00 p.m., with New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other national holiday (herein collectively called the "Holidays") excepted; after hours HVAC service shall be available upon reasonable prior request at the cost of \$65.00 per hour; subject to increase not more frequently than annually based upon increased utility costs to Landlord. This applies to Common Areas only.
- (c) Electric current for lighting, replacement of bulbs for Building Standard lighting and reasonable facilities for furnishing the usual and normal electric power for office space. Tenant shall not, without Landlord's prior written consent, use any equipment, including, without limitation, air-conditioning units, computers, copiers, punch card machines, space heaters, or any other machines which use electric current in excess of 110 volts, or which require dedicated circuits or other special circuits;
- (d) Water and sewer service; and
- (e) Common use restrooms and toilets including hot and cold water.

9. **NON-LIABILITY AND INDEMNIFICATION.** Excepting for the willful misconduct or gross negligence of Landlord, its agents, contractors and employees, Landlord shall not be liable to Tenant in any manner whatsoever for failure or delay in furnishing any service provided for in this Lease, and no such failure or delay to furnish any service or services by Landlord shall be an actual or constructive eviction of Tenant nor shall any such event operate to relieve Tenant from the prompt and punctual performance of each and all of the covenants to be performed herein by Tenant; nor shall Landlord be liable to Tenant for damage to person or property caused by defects in the cooling, heating, electric, water, elevator or other apparatus or systems or by water discharged from sprinkler systems, if any, in the Building; nor shall Landlord be liable to Tenant for the theft, or loss of any property of Tenant whether from the Premises or any part of the Building or property adjoining the Building containing the Premises. Landlord agrees to make reasonable efforts to protect Tenant from interference or disturbance of third persons including other tenants, however, Landlord shall not be liable for any such interference or disturbance whether caused by another tenant or tenants or Landlord or other person, nor shall Tenant be relieved from any obligation under this Lease because of such interference, disturbance or breach.

Subject to the other provisions of this Lease, Tenant hereby indemnifies Landlord from and agrees to hold Landlord harmless against, any and all liability for any loss, injury, or damage (collectively, a "**Loss**"), including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Landlord by any person whomsoever, caused by or resulting from (i) any Loss occurring in the Premises (except where such Loss is caused by or results from the gross negligence or willful misconduct of Landlord or its employees, agents or contractors); and (ii) any Loss occurring in the Premises, the Building or anywhere in the Project that is caused by or results from the negligence or willful misconduct of Tenant, its employees, agents or contractors. Subject to the provisions of this Lease, Landlord hereby indemnifies Tenant from, and agrees to hold Tenant harmless against, any and all liability for any Loss occurring in the Premises, the Building or anywhere in the Project, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Tenant by any person whomsoever, caused by or resulting from the gross negligence or willful misconduct of Landlord or its employees, agents or contractors. The provisions of this paragraph shall survive the expiration or any termination of this Lease.

10. **REPAIRS BY LANDLORD.** Landlord shall maintain and repair the common areas of the Project, provided that Tenant shall be responsible for any damages to the Building and the Common Areas of the Project

caused by any act or omission of Tenant, its agents, employees or visitors. Landlord shall have no duty to Tenant to make any repairs or improvements to the Premises and Tenant shall be solely responsible therefor, except structural repairs necessary for safety and tenantability not brought about by any act, omission or neglect of Tenant, its agents, employees or visitors.

**11. RIGHT OF LANDLORD TO ENTER PREMISES.** Tenant shall not change the locks on any entrance to or doors in the Premises. Landlord shall have the right to enter the Premises at such times as Landlord deems reasonably necessary or desirable to inspect and examine same, to make such repairs, additions, alterations, and improvements as Landlord desires to make to the Building and to exhibit said Premises to prospective purchasers or lenders at anytime during the Term or to prospective tenants during the last twelve (12) months of the Term.

**12. TRANSFER OF TENANT.** Landlord hereby reserves the right, at its sole expense, and upon giving at least sixty (60) calendar days' written notice in advance to Tenant, to transfer and remove Tenant from the Premises from time to time to any other available space in the Building of substantially equal area and equivalent rental. Landlord hereby agrees to reimburse for Tenant's moving expenses, up to one month's base rental.

**13. ADDITIONAL AGREEMENTS OF TENANT.**

- A. Tenant shall, at its sole expense, keep the Premises in good repair and tenantable condition. If Tenant fails to keep the Premises in good repair and tenantable condition, Landlord can make such repairs as it deems necessary to put the Premises in good and tenantable condition and Tenant shall be liable to immediately reimburse Landlord for the cost of such repairs as additional rent hereunder.
- B. Tenant shall, at its sole cost and expense, comply as to its use of the Premises, with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency thereof, including but not limited to the Americans with Disabilities Act, (the "ADA") and all regulations and orders promulgated pursuant to the ADA (collectively, "Applicable Laws"), and abide by and observe the Rules and Regulations attached to this Lease as Exhibit "E" and made a part hereof, and such further uniform rules and regulations for the management of the Building as may hereafter be established in writing by Landlord. During the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, be responsible for making any modifications to the Premises that may be required pursuant to any Applicable Laws.
- C. Before the termination of this Lease (if not in default hereunder), Tenant shall remove from the Premises all its personal property which this Lease allows Tenant to remove and surrender such Premises and the keys thereto to Landlord (whether or not in default hereunder) in the same condition as at the beginning of this Lease, normal wear and tear only excepted. The term "keys" shall also mean any electronic device used as a part of the security system in the building to gain access to the building. If Tenant shall fail to remove all effects from the Premises upon termination of this Lease for any cause whatsoever, Landlord may remove, sell, store or otherwise dispose of the same, without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord on demand any and all expenses incurred by Landlord thereby.
- D. Tenant shall satisfy, discharge or bond of record within ten (10) days following the filing thereof any mechanic's lien filed against the Land, Premises, Building or the Project for work or materials claimed to have been furnished to Tenant.
- E. The term "Hazardous Materials," as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Tenant shall, at Tenant's sole expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Materials (collectively, "Environmental Laws").

Tenant shall not cause or permit to occur: (a) any violation of any federal, state, or local Environmental Law, ordinance, or regulation now or hereafter enacted, related to environmental conditions in, on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or (b) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Materials in, on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Materials, in violation of any Environmental Law.

Tenant shall indemnify, defend, and hold harmless Landlord, the manager of the Project, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any use, deposit, spill, discharge, or other release of Hazardous Materials that occurs during the Term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Environmental Laws and all other applicable laws.

Any increase in the premiums for necessary insurance on the Building or any portion of the Project which

arises from Tenant's use and/or storage of Hazardous Materials shall be solely at Tenant's expense. Tenant shall procure and maintain, at its sole expense, such additional insurance as may be necessary to comply with any requirement of any federal, state or local governmental agency with jurisdiction over the Premises.

The obligations and liabilities under this section shall survive the expiration or earlier termination of the Lease.

**14. INSURANCE.**

**A. Landlord's Insurance.**

- (1) Landlord shall obtain and keep in force during the Term of this Lease an insurance policy or policies of all-risk fire, extended coverage, theft, vandalism, malicious mischief and other casualty, covering loss or damages to the Project and the Common Areas, as well as all improvements thereto, and the structural improvements to the Premises.
- (2) Landlord shall also obtain and keep in force during the Term of this Lease such other insurance in such amounts and with such policy provisions as it shall deem necessary or appropriate, including without limitation the following: commercial general liability insurance pertaining to the Project and the Common Areas, and bodily injuries, death and property damage arising or occurring therein.
- (3) Tenant shall reimburse Landlord for any increase in the cost of any of Landlord's insurance pertaining to the Project if said increase is caused by or results from Tenant's use or occupancy of the Premises, the breach of this Lease by Tenant, or the acts, omissions, or negligence of Tenant, its employees, officers, agents, licensees, invitees, visitors, customers, concessionaires, assignees, subtenants, contractors or subcontractors.

**B. Tenant's Insurance.** Tenant shall carry, at its sole expense and during the Lease Term, a policy or policies of insurance, as follows: (i) fire and extended coverage insurance insuring Landlord and Tenant's interest in its improvements to the Premises and any and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein, such insurance coverage to be in an amount equal to the full replacement value of such improvements and property, as such may increase from time to time; (ii) worker's compensation insurance as required by applicable law; (iii) comprehensive general liability insurance insuring Tenant, Landlord and any other person designated by Landlord, against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on the Premises, or arising out of the condition, use, or occupancy of the Premises, or in any way occasioned by or arising out of the activities of Tenant, its agents, employees, guests, or licensees in the Premises, the limits of such policy or policies to be in amounts not less than Two Million and no/100 Dollars (**\$2,000,000**) with respect to any one casualty or occurrence; and (iv) such other types of insurance in form and amount which Landlord shall reasonably deem to be prudent for Tenant to carry. Landlord and Tenant shall each have included in all policies of insurance respectively obtained by them under this Lease a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. To the full extent permitted by law, Landlord and Tenant each waives all right of recovery against the other for, and agrees to release the other from, loss or damage to the extent such loss or damage is covered by valid and collectible insurance hereunder. All insurance obtained by Tenant pursuant to this Paragraph (i) shall be carried with companies reasonably satisfactory to Landlord licensed in the State of Georgia; and (ii) shall be non-cancelable, except after twenty (20) days' written notice to Landlord. Executed certificates of insurance with respect thereto shall be delivered to Landlord prior to the Commencement Date, and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of each respective policy term. All liability insurance shall name Landlord and any other persons designated by Landlord as additional named insured.

15. **ALTERATIONS.** Tenant shall make no improvements, alterations or additions of any kind in or to the Premises without first obtaining Landlord's prior written consent, which consent may be granted or denied by Landlord in its sole discretion. All additions, hardware, non-trade fixtures and all improvements, temporary or permanent, in or upon the Premises, whether placed there by Tenant or by Landlord shall, unless Landlord requires their removal, which Landlord shall have the right to do in Landlord's discretion, become Landlord's property and shall remain upon the Premises at the termination of this Lease by lapse of time or otherwise without compensation, allowance or credit to Tenant.

16. **ASSIGNMENT AND SUBLETTING.** Tenant shall not, without at least thirty (30) days' prior written notice to Landlord, which notice shall be accompanied by a copy of the proposed assignment or sublease containing all of the terms thereof, and the prior written consent of Landlord in each instance, directly or indirectly, voluntarily or involuntarily, by operation of law, merger, consolidation, reorganization or otherwise, mortgage, pledge, encumber, sell, transfer or assign this Lease, in whole or in part, or sublease all or any part of the Premises, or permit the use or occupancy of all or any part of the Premises by any other party (all of the foregoing being collectively referred to as an "Assignment"). Landlord's consent may be granted or denied in its sole discretion. Tenant shall promptly reimburse Landlord for Landlord's costs and expenses, including, without limitation, reasonable attorney's fees, in connection with any proposed assignment covered under this Paragraph. Landlord shall have thirty (30) days from its actual receipt of Tenant's notice of Assignment within which to elect, in its sole and absolute discretion, to: terminate this Lease as to the portion of the Premises which is the subject of the proposed Assignment; and/or reject the proposed Assignment and to thereby continue this Lease in full force and effect as if such Assignment had never been proposed; and/or, enter into a new lease with the proposed assignee or any other person, on such terms as Landlord and such assignee or other person may agree; and/or, consent to the proposed Assignment on such terms as Landlord deems necessary and appropriate. In no event shall Tenant be entitled to any profit for such Assignment; Landlord shall have the sole and absolute right to any and all amounts paid or payable in excess of the Rent payable by Tenant, and Landlord may, at its election, receive same directly from the assignee or require Tenant to collect and remit same to Landlord as additional rent hereunder. In the event of any such assignment or subletting, Tenant shall remain fully liable for the performance of all the terms and conditions of this Lease. Any purported assignment or sublease not consented to in writing by Landlord shall be null, void and of no force or effect, and the assignee or tenant thereunder shall have no rights in and to the Premises.

17. **SIGNS.** Landlord must approve Tenant sign prior to Lease Commencement.

18. **DEFAULT/REMEDIES/LATE FEE.**

A. **Events of Default.** The occurrence of any of the following shall constitute an event of default hereunder by Tenant:

- (1) The Rent payable under this Lease, including any additional Rent, or any other sum of money due hereunder is not paid when due, and such failure to pay continues for more than five (5) days after Tenant's receipt of written notice thereof from Landlord. Provided however, that Landlord shall not be required to provide Tenant with the notice and five-day period set forth in this subparagraph more than one (1) time during any twelve (12) month period during the Term of this Lease, as the same may be extended, and the second and each subsequent failure during such twelve (12) month period to timely pay such sums shall immediately constitute an event of default hereunder without any notice thereof from Landlord, and Landlord may immediately exercise some or all of the remedies set forth below without any further notice to Tenant;
- (2) The Premises are deserted or vacated, even though the Tenant continues to pay the stipulated Rent, and such condition is not corrected within ten (10) days of Tenant's receipt of written notice thereof from Landlord;
- (3) Tenant files any petition for debt relief under any section or chapter of the national or federal Bankruptcy Code or any other applicable federal or state bankruptcy, insolvency or other similar act;
- (4) A lien is filed against the Premises or Landlord's estate therein by reason of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or anyone holding the Premises by, through or under Tenant, and Tenant fails to cause the same to be vacated and canceled of record, or bonded off in accordance with applicable law, within twenty (20) days after Tenant's receipt of Landlord's written notice of the filing of such lien; or,
- (5) Tenant fails to observe, perform and keep each and every of the covenants, agreements, provisions, stipulations and conditions contained in this Lease to be observed, performed and kept by Tenant, including without limitation the Rules and Regulations, as defined below, for the Project, and, unless otherwise specified herein, Tenant persists in such failure for twenty (20) days after receipt of written notice by Landlord requiring that Tenant correct such failure.

B. **Remedies.** Upon the occurrence of an event of default, Landlord shall have the option to do and perform



any one or more of the following, in addition to, and not in limitation of, any other right or remedy available to Landlord at law or in equity or elsewhere under this Lease:

- (1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent, enter upon the Premises and expel or remove Tenant and Tenant's effects, by force if necessary, without being subject to prosecution or liable for any claim for damages therefor. In the event that Landlord elects to terminate the Lease in accordance with the terms of this paragraph, then in addition to all Rent and other amounts previously due and unpaid under the terms and conditions of the Lease, Landlord shall be entitled to collect as liquidated damages and not as a penalty, the accelerated present value of the Rent, including any other sums treated as additional Rent hereunder, and all other sums provided herein to be paid by Tenant during the remainder of the Lease Term (the "Rent Balance"), less the Net Rental Value of the Premises, as hereinafter defined. The term "Net Rental Value" shall mean the fair rental value of the Premises for the remainder of the Lease Term reduced to present value, less the Landlord's costs, expenses and attorneys' fees in connection with preparation of the Premises for reletting and for the reletting itself; provided however, the parties agree that in no event shall the Net Rental Value exceed the Rent Balance. The parties agree that the damages caused by the Tenant's default would be difficult or impossible to accurately estimate and that this measure of damages is a reasonable pre-estimate of the Landlord's probable loss resulting from Tenant's breach.
  - (2) Terminate Tenant's right of possession of the Premises without terminating this Lease, and enter the Premises as the agent of Tenant, by force if necessary, without being subject to prosecution or liable for any claim for damages therefor, and relet the Premises as the agent of Tenant without advertisement and by private negotiations and for any term Landlord deems proper, and receive the rent therefore, and Tenant shall pay Landlord upon demand any deficiency that may arise by reason of such reletting, but Tenant shall not be entitled to any surplus funds generated by such reletting. Tenant shall reimburse Landlord for all costs of reletting the Premises including, but not limited to, advertising expenses, commissions, and the cost of improvements reasonably required in order to relet the Premises.
  - (3) As agent of Tenant, do whatever Tenant is obligated to do by the provisions of this Lease and enter the Premises, by force if necessary, without being subject to prosecution or liable for any claims for damages therefor, in order to accomplish this purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in thus effecting compliance with this Lease on behalf of Tenant; and/or
  - (4) If Landlord exercises any of the remedies set forth in this Lease or under Georgia law, in addition to all other costs and expenses Landlord shall be entitled to recover under this Lease, Landlord shall also be entitled to recover the amount of any rental abatement or other rental concession provided by Landlord to Tenant. In addition to all other sums that are owed by Tenant to Landlord under this Lease, upon an uncured event of default, Tenant shall become liable for any costs incurred by Landlord under this Lease for the completion of any improvements to the Premises, and any real estate commissions paid by Landlord under this Lease (collectively, the "Landlord's Costs"), to the extent set forth in this paragraph. The entire amount of the Landlord's Costs shall be amortized evenly over the Lease Term, and so long as Tenant does not default in its obligations under this Lease, and fail to cure such default within the applicable period of cure, if any, provided under this Lease, then Tenant shall have no liability to Landlord for the repayment of any portion of the Landlord's Costs. However, in the event that Tenant shall default in its obligations under this Lease, and Tenant shall fail to cure such default within the applicable period of cure, if any, provided under this Lease, then in addition to all of Landlord's other remedies available under this Lease, Tenant shall also be liable to Landlord for the portion of the Landlord's Costs that remains amortized but unpaid between the date of such default and the expiration of the Term of this Lease.
- C. Attorneys' Fees. If any rent or other sum due and owing under this Lease is collected by or through an attorney at law, then, in addition to such sums, Tenant shall also pay Landlord's reasonable attorneys' fees and other reasonable costs incurred in such collection.
- D. Late Charges and Interest. In the event that Landlord elects to accept a payment of Rent which is not received by Landlord on or before its due date, Tenant shall pay to Landlord a late charge of five percent (5%) of such payment, or One Hundred Dollars (\$100.00), whichever is greater, in order to compensate Landlord for its administrative expenses in processing late payments; however, nothing contained herein shall be deemed to require Landlord to accept any payment of Rent received by Landlord after the due date. In addition, Tenant shall pay to Landlord a processing and handling fee of Fifty Dollars (\$50.00) for any check of Tenant's which is returned to Landlord because of insufficient funds, as liquidated damages to compensate Landlord for its additional administrative costs and expenses in handling such items, it being agreed that the exact amount thereof would be difficult or impossible to ascertain. Any payment of Rent not made when due shall also bear interest at eighteen percent (18%) from the date due until paid in full.

19. **HOLDING OVER.** Tenant shall have no right to hold over beyond the expiration or earlier termination of this Lease without the express written consent of the Landlord. Should Tenant or any of its successors in interest continue to hold over the Premises after the termination of this Lease without the written consent of Landlord, Tenant shall be a tenant at sufferance. In the event of any unauthorized holding over, Tenant shall indemnify the Landlord against all damages sustained by Landlord by reason of such holdover and all claims for damages by any other tenant to whom Landlord shall have leased all or any portion of the leased Premises effective upon the termination of this Lease, and Tenant shall pay to Landlord as liquidated damages, solely for such holding over, monthly rental equal to two hundred percent (200%) the monthly rental (including Base Rental and all other rental amounts in effect during the last full month of the Lease Term).

20. **DESTRUCTION OF OR DAMAGE TO PREMISES.** If the Premises or the Building are damaged by fire or other casualty, Landlord shall forthwith repair the same, subject to the provisions of this paragraph, provided such repairs can, in Landlord's opinion, be made within sixty (60) days of the date that Landlord makes such determination, and this Lease shall remain in full force and effect. If such repairs cannot be made within sixty (60) days of Landlord's determination, in Landlord's opinion, Landlord at its option shall by written notice to Tenant given within sixty (60) days after the date of such fire or other casualty either (i) elect to repair or restore such damage, this Lease continuing in full force and effect, or (ii) terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) or more than sixty (60) days after the date such notice is given. If any fire or other casualty is not the result of the act, omission, negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or agents, then during the period the Premises are rendered unusable by such damage Tenant shall be entitled to a reduction in Rent in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be required to repair any injury or damage or to make any repairs or replacements of any improvements installed in the Premises by or for Tenant, other than Landlord's work under **Exhibit "A"**, and Tenant shall, at Tenant's sole cost and expense, repair and restore its portion of such improvements.

21. **EMINENT DOMAIN.** If all or any part of the Premises or the Building shall be taken as a result of the exercise of the power of eminent domain or agreement in lieu thereof, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by giving written notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature as to substantially impair Tenant's use of the balance of the Premises. In the event of any taking Landlord shall be entitled to any and all compensation, damages, income, rent, awards or interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the monthly Rent thereafter to be paid shall be equitably reduced based upon balance of the square feet of the Premises.

22. **ADDRESSES: NOTICES.** Except for legal process which may also be served as provided by law, all notices given pursuant to this Lease shall be in writing and shall be deemed to have been given to the party intended to receive such notice when hand-delivered, sent overnight service or other receipted delivery service, or three (3) days after such notice shall have been deposited, postage prepaid, to the United States mail, certified, return receipt requested, properly addressed as follows:

(i) **To Landlord:**

Keystone Investment Properties, LLC  
5040 Bill Gardner Parkway, Suite 100  
Locust Grove, GA 30248

(ii) **To Tenant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing.

23. **NO WAIVER OF RIGHTS.** Notwithstanding any other provision herein to the contrary, no failure to or delay in exercise of any right or power given herein or to insist upon strict compliance of any obligation imposed herein and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by either party or any right to demand strict compliance with the terms hereof.

24. **SPECIAL STIPULATIONS.** The Special Stipulations, if any, attached hereto are hereby incorporated herein and made a part hereof, and in the event they conflict with any of the foregoing provisions, shall control.

25. **NO ESTATE IN LAND.** This contract and Lease shall create the relationship of landlord and tenant

between Landlord and Tenant and no estate shall pass out of Landlord; Tenant has only a usufruct which is not subject to levy and sale, and not assignable by Tenant except as herein provided.

26. **SUBORDINATION AND ATTORNMENT.** This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof (herein called "Security Deed") which may now or hereafter affect Landlord's fee title to the Premises and/or Building. Tenant shall within five (5) days of request execute, acknowledge and deliver to Landlord, to Landlord's designee and/or the holder of any such Security Deed, such certificate or certificates that may be requested by Landlord or such holder to evidence the subordination of this Lease to such Security Deeds. If the holder of any such Security Deed shall hereafter succeed to the rights of Landlord under this Lease Tenant shall, at the request of such holder, attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such atonement.

27. **ESTOPPEL.** Tenant shall, within five (5) days of request, execute, acknowledge and deliver to Landlord and/or to Landlord's designee such certificate or certificates in recordable form evidencing (a) that this Lease is in full force and effect (b) there are no existing defaults, acts or omissions, which with the giving of notice or the passage of time would constitute defaults, on the part of Landlord or Tenant hereunder or defenses or offsets against the enforcement of this Lease to the knowledge of Tenant and specifying the nature of such defaults, defenses or offsets, if any, (c) the date to which rent, and other amounts due hereunder, if any, have been paid, and (d) any other information which may be reasonably required by Landlord and/or Landlord's designee;

28. **SEVERABILITY AND INTERPRETATION.** If any clause or provision of this Lease shall be deemed illegal, invalid, or unenforceable under present or future laws effective during the Lease Term, then, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability.

29. **SUCCESSORS AND ASSIGNS.** The words "Landlord" and "Tenant" as used herein shall include the respective contracting party, whether singular or plural, and whether an individual, masculine or feminine, or a partnership, joint venture, business trust or corporation. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns, subject to the provisions of Paragraph 16 hereof.

30. **GEORGIA LAW.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

31. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease; provided, however, that failure of Landlord to provide Tenant with any notification regarding reimbursements for Operating Expenses or any other charges or additional rent provided for hereunder, within the time periods prescribed in this Lease shall not relieve Tenant of its obligation to make such payments or contributions.

32. **EXCULPATION OF LANDLORD.** Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Land and Building, and neither Landlord nor any of the joint venturers of Landlord, nor any officer, director, member or shareholder of Landlord or of any of the joint venturers of Landlord shall have any personal liability whatsoever with respect to this Lease.

33. **PARKING AND COMMON AREAS.** Landlord reserves the unrestricted right, from time to time, to expand or change the perimeters of the Building or Land, any parking areas, driveways, access roads, or other Common Areas, any or all of which may now or hereafter be located on the Land, or on land adjacent to the Land, or to construct new or additional buildings, parking areas, driveways, access roads or other areas.

If at any time, in Landlord's opinion, it becomes necessary for purposes of expanding, repairing, restoring, constructing or reconstructing all or any portion of the Project, Landlord may, temporarily close off portions of the Common Areas, erect private boundary marks or take such other action as Landlord deems necessary or desirable for such purposes. Landlord reserves the right from time to time, to dedicate portions of the parking areas, driveways, access roads, or other areas which may now or hereafter be located on the Land to the public.

Landlord represents that the existing parking lot serving the Building currently contains approximately 3.11 parking spaces per 1,000 rentable square feet in the Building, provided Landlord does not represent that this ratio of parking spaces to rentable square feet will not change in the future. As of the date of this Lease the parking rate for non-reserved parking is free, provided that Landlord expressly reserves the right to assess a fee to park in the lot, which fee shall be subject to increase from time to time but not in excess of the rate from time to time published or set generally for the public and other tenants within the immediate market area.

34. **PUBLIC RECORDS.** Without the prior written consent of both parties, neither this Lease nor any memorandum hereof shall be recorded or placed on public record.

35. **MULTIPLE TENANTS.** If more than one individual or entity comprises Tenant, then all individual and entities comprising Tenant are and shall each be jointly and severally liable for the due and proper performance of Tenant's duties and obligations arising under or in connection with this Lease.

36. **FORCE MAJEURE.** Both parties shall be excused for the period of any delay and shall not be deemed in

default with respect to the performance of any of the nonmonetary terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond their reasonable control, which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, and acts of God.

37. **REAL ESTATE BROKERS.** \_\_\_\_\_ N/A \_\_\_\_\_, ("Landlord's Broker") has represented the Landlord in this transaction, and \_\_\_\_\_ ("Tenant's Broker") has represented the Tenant in this transaction (Landlord's Broker and Tenant's Broker are collectively referred to herein as "Broker"), and Broker will be compensated by Landlord by separate agreement. Landlord and Tenant (each of which is an "Indemnifying Party" hereunder) represent to each other that they have dealt with no broker, agent or finder in connection with this transaction other than Broker. Each Indemnifying Party hereby indemnifies the other party and agrees to hold such other party harmless from and against any and all claims, causes, demands, losses, liabilities, fees, commissions, settlements, judgments, damages, and expenses (including attorneys' fees and court costs) in connection with any claim for commission, fees, compensation or other charge relating in any way to this agreement, or to the consummation of the transactions contemplated hereunder, which may be made by any person, firm or entity, other than Broker, based upon any agreement made or alleged to have been made by such Indemnifying Party or its agent or representative, or the conduct or the alleged conduct of such Indemnifying Party or its agent or representative. The provisions of this paragraph shall survive termination or expiration of the Lease.

38. **ENTIRE AGREEMENT MODIFICATION.** This Lease contains the entire agreement between the parties hereto and any representation, warranty or agreement, oral or otherwise, between the parties not embodied herein shall be of no force or effect. No modification, amendment or alterations to this Lease shall be effective unless same shall be in writing and signed by Landlord and Tenant.

39. **GUARANTY.** This Lease has been entered into by Landlord in reliance upon Tenant's representation that Tenant's obligations hereunder will be personally guaranteed by \_\_\_\_\_ (the "Guarantor"). Contemporaneously with Tenant's execution of this Lease, Tenant shall have the Personal Guaranty attached hereto as **Exhibit "G"** executed by Guarantor, and shall deliver such executed Personal Guaranty to Landlord contemporaneously with Tenant's delivery of the executed Lease to Landlord. In the event that Tenant shall fail to deliver such executed Personal Guaranty to Landlord contemporaneously with Tenant's delivery of the executed Lease, then this Lease shall be voidable at Landlord's sole option upon written notice to Tenant forwarded no later than thirty (30) days following the Commencement Date of this Lease.

40. **AUTHORITY OF TENANT.** Tenant hereby represents and warrants that: If Tenant executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly incorporated or a duly qualified (if a foreign corporation) corporation and is fully authorized and qualified to do business in the State in which the Premises are located, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is an officer of the corporation and is authorized to sign on behalf of the corporation. If Tenant signs as a partnership, joint venture, or sole proprietorship or other business entity (each being herein called "Entity"), each of the persons executing on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing Entity, that Tenant has full right and authority to enter into this Lease, that all persons executing this Lease on behalf of the Entity are authorized to do so on behalf of the Entity, and that such execution is fully binding upon the Entity and its partners, joint venturers, or principal, as the case may be. Upon the request of Landlord, Tenant shall deliver to Landlord documentation satisfactory to Landlord evidencing Tenant's compliance with this Paragraph.

41. **SPECIAL STIPULATIONS.** Where the items identified in this section shall conflict with the foregoing, the items in this section shall control:

- a. Base Rent for the first \_\_\_\_\_ months of the Lease Term shall be abated. Tenant shall pay its share of Operating Expenses only during these two (\_\_\_\_) months.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument, causing their respective seals to be affixed hereto, as of the Effective Date set forth above.

**LANDLORD:**

KEYSTONE INVESTMENT PROPERTIES, LLC  
a Georgia limited liability company

By: \_\_\_\_\_  
John F. Mynatt, Jr.

Its: Manager

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

(CORPORATE SEAL)

**TENANT:**

\_\_\_\_\_

By: \_\_\_\_\_

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

**EXHIBIT "A"**  
**WORK AGREEMENT**

*[The following language should be used where the Landlord is to make all of the improvements to the Premises:]*

*Improvements to Premises.* Except as set forth herein, Tenant accepts the Premises in their "as is" condition, and Landlord shall have no obligation to make any improvements to the Premises not specifically set forth herein.

- (a) *Construction of the Improvements.* Unless the parties expressly agree in writing to the contrary, the Improvements, as defined below, shall be constructed by Landlord or Landlord's general contractor under the direct supervision and control of Landlord. Landlord shall have no obligation to commence construction of the Improvements until both parties have approved the plans for the Improvements, as described below.
- (b) *The Plans.* After they have been approved by Landlord and Tenant, a copy of the detailed plans and specifications (the "Plans") for improvements to be constructed by Landlord within the Premises (the "Improvements") will be attached to this Lease as Exhibit "A-1" and incorporated herein by this reference. After attachment of a copy of the Plans hereto, all modifications requested by Tenant to the Plans ("Change Orders") must be approved by both parties in order to be effective. The original of the Plans will be maintained in Landlord's management office in the Building.
- (c) *Improvement Allowance; Tenant's liability for Excess Costs.* Landlord shall construct the Improvements and pay the cost of the Improvements up to, but not exceeding, an amount equal to \_\_\_\_\_ NO/100 Dollars (\_\_\_\_\_) per rentable square foot of the Premises, the amount of which is agreed to be \_\_\_\_\_ (\$\_\_\_\_\_) (the "Allowance"). The parties agree that no portion of the Allowance is available to be used by Tenant for the cost of any furniture, fixtures, equipment, or other similar non-construction items Tenant may desire to be placed within the Premises, and that all such items shall be at Tenant's sole cost and expense. The parties also agree that deducted from the Allowance shall be Landlord's construction management fee in the amount of two percent (2%) of the total cost to construct the Improvements, plus any sum Landlord may incur in connection with producing the Plans for the Improvements, or in modifying the Plans to accommodate any Change Orders requested by Tenant. In the event that the cost of constructing the Improvements exceeds the Allowance, then the entire amount of such excess (the "Excess") shall be Tenant's sole liability and Tenant shall pay the full amount of the Excess to Landlord, as additional rental due under the Lease, within thirty (30) days after Tenant's receipt of Landlord's invoice for same. In the event that the cost of the Improvements is less than the full amount of the Allowance, Tenant shall not be entitled to any reimbursement for any unused portion of the Allowance.
- (d) *Additional Remedies in the event of Default.* The Allowance shall be a part of the "Landlord's Costs" as that phrase is used in the Remedies provision of this Lease. Accordingly, after the Allowance has been expended by Landlord, the principal amount of the Allowance, together with interest thereon calculated at the simple interest rate of twelve percent (12%) per annum, shall be amortized evenly over the Lease Term, and so long as Tenant does not default in its monetary obligations under the Lease, and fail to cure such default within the applicable period of cure, if any, provided under this Lease, then the balance of the Allowance shall be reduced each month by the principal amount amortized each month, and upon Landlord's receipt of the final payment of Base Rental due during the Term of this Lease, Tenant shall have no liability to Landlord for the repayment of any portion of the Allowance or the interest that accrued and was amortized over the Term of the Lease. In the event that Tenant shall default in any of its monetary obligations under this Lease, and Tenant shall fail to cure such default within the applicable cure period, if any, specified in this Lease, then in addition to all of Landlord's other remedies available under this Lease, Tenant shall also be liable to Landlord for the entire unreduced principal balance of the Allowance remaining as of the date of default, and interest shall accrue thereon at the rate of twelve percent (12%) simple interest per annum until such sum is paid in full. Provided, however, that if Landlord elects to exercise its rights under Paragraph 18(B)(1) of this Lease to accelerate the entire amount of all Base Rental, Additional Rental and other charges due from Tenant for the balance of the Lease Term, and Landlord obtains a judgment for, or is paid by Tenant, the entire amount of such accelerated sum, then such judgment for or payment of such accelerated sum shall preclude a separate recovery by Landlord under the foregoing terms of this paragraph of the unreduced balance of the Allowance and any interest thereon.

**EXHIBIT “B”**  
**COMMENCEMENT DATE AGREEMENT**

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

Lease dated \_\_\_\_\_ between **Keystone Investment Properties, LLC** (hereinafter referred to as “Landlord”) and \_\_\_\_\_ (hereinafter referred to as “Tenant”) for \_\_\_\_\_ Rentable Square Feet of Office Space, Suite   200   in the building known as Keystone Office Building, Locust Grove, Georgia.

Pursuant to the provisions of Paragraph 2 of the Lease, Landlord and Tenant agree as follows: the Commencement Date for the Lease is \_\_\_\_\_.

Tenant hereby acknowledges and confirms to Landlord that Tenant is in possession of, and has accepted, the Premises demised by the Lease, and acknowledges that to the best of Tenant’s knowledge all the work to be performed by the Landlord, if any, in the Premises as required by the terms of the Lease has been satisfactorily completed except as noted immediately below (latent structural defects excepted). Tenant further certifies that to the best of Tenant’s knowledge all conditions of the Lease required of Landlord as of this date have been fulfilled and there are no defenses or off-sets against the enforcement of the Lease by Landlord.

**LANDLORD:**  
KEYSTONE INVESTMENT PROPERTIES, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**TENANT:**  
\_\_\_\_\_

By: \_\_\_\_\_

(CORPORATE SEAL)

**EXHIBIT “C”**

**ACCEPTANCE OF PREMISES**

Landlord:           KEYSTONE INVESTMENT PROPERTIES, LLC

Tenant:            \_\_\_\_NAME\_\_\_\_  
                      \_\_\_\_ADDRESS\_\_\_\_  
                      \_\_\_\_\_

\_\_\_\_\_  
(Lease Dated)

THE UNDERSIGNED, as Tenant, hereby confirms:

- 1.       That it has accepted possession of the Premises on \_\_\_\_\_, on which the Lease commences and is in full force.
- 2.       That the improvements and space required to be furnished by Tenant’s approved construction drawings dated\_\_\_\_\_ have been completed with the exception of the work on the attached Punchlist, dated\_\_\_\_\_.
- 3.       That (if required by the Lease) payment of “extras” as outlined in the Lease will be made in the amount of \$ \_\_\_\_\_.
- 4.       Additional authorized changes itemized on the attached Extra Tenant Work Authorization for a total of \$ \_\_\_\_\_.
- 5.       That the undersigned representative for Tenant is authorized to execute this Agreement.

**LANDLORD:**

KEYSTONE INVESTMENT PROPERTIES, LLC,  
a Georgia limited liability company

\_\_\_\_\_  
Property Manager

**TENANT:**

\_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature



**EXHIBIT “D”**

**LEGAL DESCRIPTION**

TO BE ADDED

## EXHIBIT "E"

### RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, retail areas, malls, common areas, parking areas, roadways, elevators, escalators and stairways of the Building and Project shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, malls, common areas, parking areas, roadways, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building. Subject to Section 11 of the Lease, Landlord shall have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefore to change the arrangement and/or location of entrances or passageways, doors or doorways, corridors, elevators, stairs or toilets and to change, alter, increase, decrease or modify the other common areas of the Building and Project.
2. The Premises shall not be used for the storage of merchandise held for sale to the general public or for lodging. No cooking shall be done or permitted on the Premises except private use by Tenant or Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages and microwave ovens shall be permitted, provided that such use is in accordance with all applicable Federal, state and municipal laws, codes, ordinances, rules and regulations.
3. No tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning its premises unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. No Tenant shall cause any unnecessary labor by reason of such Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the premises, however occurring, or any other person. Janitor service will not be furnished on nights when Premises are occupied after 6:00 P.M. unless by additional agreement in writing.
4. The Landlord shall designate appropriate entrances for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property, and Tenant shall not use any other entrances for such purposes. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Building and the right to approve all items placed on the balconies; balconies shall be kept clean and in good order at all times. Tenant shall not allow any objects or articles to be dropped or thrown from any window or balcony. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, except as otherwise set forth in the Lease; and subject to the foregoing; all damage done to the Building by moving or maintaining such property shall be repaired at the expense of Tenant.
5. No tenant shall use or keep in the Premises, Building or the Project any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating or air-conditioning other than that supplied by Landlord. No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the Premises or the Building.
6. Tenant acknowledges and agrees to the desirability or the necessity of Landlord, under law or in the prudent management of the Building, organizing and coordinating within the Building and among all tenants, arrangements and exercises appropriate to maximize the safety of all tenants in the event of fire or any other such disaster which may require the partial or total evacuation of the Building. Tenant undertakes and hereby agrees to fully cooperate with and participate in any simulated exercises with respect to the foregoing arrangements and exercises arranged from time to time by Landlord. Tenant hereby indemnifies Landlord, and agrees to hold Landlord harmless, from and against any loss, costs, damages, injuries, or expenses incurred by Tenant as a result of, through, or in conjunction with the arrangement, coordination or performance of the arrangements and exercises as herein described.
7. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the Premises. Landlord shall make adjustments in thermostats as requested by Tenant when consistent with other provisions of this Lease.

Landlord shall supply during business hours Building standard HVAC Service based on an average electrical connected load of 5 watts per rentable square foot and one person per 200 rentable square feet of

the Demised Premises (or on each floor of the Demised Premises if the Demised Premises consist of more than one floor).

Tenant agrees that Landlord will not be held responsible for performance to the above specifications in the event that any law or governmental policy shall require Landlord to take measures that will affect the performance of, on the specification of, the HVAC system of the building.

8. All contractors and technicians rendering any installation service to Tenant shall be referred to Landlord for approval and supervision prior to performing any services. This applies to all work performed in the Building, including, but not limited to, installation of telephones, communication or video equipment and electrical devices as well as all installations affecting floors, walls, woodwork, windows, ceilings and any other physical portion of the Building.
9. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name or street address of the Building.
10. Landlord reserves the right to exclude from the Building between the hours of 6:00 P.M. and 7:00 A.M. and at all hours on Saturdays, Sundays and legal holidays all persons who do not present identification acceptable to Landlord. Each tenant shall provide Landlord with a list of all persons authorized by Tenant to enter its premises and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.
11. The directory of the Building will be provided for the display of the name and location of tenants. Landlord reserves the right to restrict the amount of directory space utilized by any tenant.
12. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building or the interior of the atrium. Tenant shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Building's heating or air-conditioning system.
13. No tenant shall obtain for use in the Premises, ice, drinking water, food, beverage, towel or other similar services, except at such reasonable hours and under such reasonable written regulations as may be fixed by Landlord.
14. Each tenant shall ensure that the doors of its premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Premises so as to prevent waste or damage, and for any default or carelessness in this regard, Tenant shall make good all injuries sustained by other tenants or occupants of the Building of Landlord. On multiple tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.
15. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invites, shall have caused it.
16. Except with the prior written consent of Landlord, no tenant shall sell retail newspapers, magazines, periodicals, theater or travel tickets or any other goods or merchandise to the general public in or on the Premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises of any tenant be used for manufacturing of any kind, or any business or activity other than that specifically provided for in the Tenant's Lease.
17. Tenant shall not install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building without the prior written consent of Landlord. No TV or radio or recorder shall be played in such manner as to cause a nuisance to any other tenant.
18. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its Premises.
19. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the City of Stockbridge without being in violation of any law or ordinance governing such disposal.
20. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building

are prohibited, and each tenant shall cooperate to prevent the same.

21. The requirements of tenants will be attended to only upon application in writing at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.
22. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
23. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of premises in the Building.
24. Landlord reserves the right to make such other reasonable, uniform, written rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.
25. For the benefit of all building occupants, their clients and visitors, smoking is not permitted in any part of the Building (especially the lobbies, corridors, exit stairwells, elevators and restrooms) nor at the main entrances to the buildings.
26. Except with the prior written consent of the Landlord, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about the Premises, or carry on any mechanical business therein. Except for Contaminants (as hereinafter defined) used in the ordinary course of business and in compliance with Requirements of Law (as hereinafter defined), Tenant and its agents, employees, contractors and invitees shall not use, store, release, generate or dispose of or permit to be used, stored, released, generated or disposed of any Contaminants on or in the Premises. "Contaminant" shall mean any substance or waste containing hazardous substances, pollutants, and contaminants as those terms are defined in the Federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and any substance similarly defined or identified in any other federal, provincial or state laws, rules or regulations governing the manufacture, import, use, handling, storage, processing, release or disposal of substances or wastes deemed hazardous, toxic, dangerous or injurious to public health or to the environment. This definition includes friable asbestos and petroleum or petroleum-based products. "Requirements of Law" shall mean any federal, state or local law, rule, regulation, permit, agreement, order or other binding determination of any governmental authority relating to the environment, health or safety. This definition also includes all medical waste, bio-hazardous material, biological samples, or other such materials and substances, except that these items may be stored or kept, for a time consistent with the normal course of business for a like medical practice, within the Premises, in federally approved containers for the storage or accumulation of such material. Biohazard and/or medical waste containers shall be regularly emptied in a timely manner and method, so as not to endanger the public or any individual. Tenant assumes all expenses for and liability for handling, storage, and removal of any medical waste, bio-hazardous material, biological sample, and similar substances or materials.

**EXHIBIT "F"**  
**OPERATING EXPENSES**

The term Operating Expenses shall also include, without limitation, the following items:

General administrative and management fees; water and sewer charges; sanitary assessments; garbage and waste disposal; license, permit and inspection fees; heat, light, power and other utilities; air conditioning and ventilation; elevator services; plumbing service; janitorial and cleaning service; maintenance, repair and service contracts; watchmen, guards and personnel engaged in the management, operation, maintenance, repair and protection of the Project, together with wages, fringe benefits, payroll taxes and employee benefits applicable thereto; insurance, including, without limitation, fire and extended coverage, rent loss and boiler and machinery coverage and personal injury and property damage liability insurance; supplies, materials, tools and equipment; all costs and expenses of contesting by appropriate legal proceedings any matter concerning operating or managing the Project or the amount of validity of any property taxes levied against the Project; the costs and expenses of all personal property, fixtures and equipment (including window washing machinery) used in the management, operation, maintenance and repair of the Project, including, without limitation, exterior window coverings provided by Landlord and carpeting in public corridors and common areas; all fees for professional services (including, but not limited to, attorneys' and accountants' fees) rendered in connection with the operation, administration and management of the Project; all costs and expenses of repair, maintenance and cleaning of the roof and exterior of the Building, sidewalks and related common areas (including loading docks) contiguous to the Building and all common areas (including stairs and elevators) window cleaning and similar functions; all costs and expenses for repair or replacement of parts or portions of the Project damaged by fire, flood or other casualty, which costs are not covered by proceeds of insurance carried by Landlord (i) as the result of the applicability of the deductible feature of any such insurance policies, or (ii) for any reason other than the particular casualty involved being expressly and affirmatively excluded from coverage by the specific language of such insurance policies; all costs and expenses for repair and maintenance of all support systems serving the Project, including, but not limited to, water, electrical, gas, fuel, steam, smoke, sewage, elevator, heating, ventilation and air conditioning systems serving the Building; reserves for alterations, repairs and replacement; and all other expenditures with respect to the operation, maintenance, administration and management of the Project which are affected in accordance with accepted principles of sound management and accounting practices as applied to the operation, maintenance, administration and management of first-class office buildings in Stockbridge, Georgia, all real estate taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature (including any interest on such assessments whenever the same are permitted to be paid in installments) which may presently or hereafter be imposed, levied, assessed or confirmed by any lawful taxing authorities or which may become due and payable out of or for, or which may become a lien or charge upon or against the whole, or any part, of the Project, Land, Building and all other improvements now or at any time during the Lease Term constituting a part of the Project, or any taxes in lieu thereof which would be payable even if the Project were the sole property of Landlord and the income from the Project were the sole income of Landlord (all of which real estate taxes, assessments, levies, charges and costs are hereafter collectively referred to as "**Taxes**"); Landlord shall have sole, absolute and unrestricted right, but not the obligation, to contest the validity or amount of the Taxes by appropriate proceedings, and if Landlord shall institute any such contest of its own volition, it shall have the sole, absolute and unrestricted right to settle any contest, proceeding or action upon whatever terms Landlord may, in its sole discretion, determine; and cost, amortized over such reasonable period as Landlord shall determine, together with interest at the rate of one percent (1%) per annum above the prime rate charged by SunTrust Bank from time to time on the unamortized balance, of any capital improvements or structural alterations made to the Building by Landlord that reduce or limit costs of any item of Operating Expenses or are required under any governmental law or regulation or by Landlord's insurance carrier; provided, however, that Operating Expenses shall not include costs of tenant improvements, real estate brokers' commissions, interest directly related to financing the Project, costs of services directly recoverable from tenants in the Building and capital items, except the cost of capital improvements specified above. Landlord and Tenant hereby acknowledge and agree that some common area expenses may be incurred generally with respect to the Project, as opposed to being allocable solely to the Premises or to the Building in which the Premises is located. Tenant agrees to reimburse Landlord for Tenant's proportionate share of Operating Expenses of the Project over the Base Year Operating Expenses.

**EXHIBIT "G"**

**LEASE GUARANTY**

THIS LEASE GUARANTY is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by the undersigned  
\_\_\_\_\_(hereinafter referred to as "Guarantor").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged by Guarantor, and for the purpose of seeking to induce KEYSTONE INVESTMENT PROPERTIES, LLC, ("Landlord") to enter into that certain Lease Agreement (the "Lease") dated \_\_\_\_\_, 2012 with \_\_\_\_\_ ("Tenant") for the lease of certain space in 5040 Bill Gardner Parkway, which Lease will be to the direct interest and advantage of Guarantor, Guarantor does hereby unconditionally guarantee to Landlord (a) the full and prompt payment when due, whether by acceleration or otherwise, with such interest as may accrue thereon of all sums which may become due under the Lease; (b) the full and prompt performance of any and all obligations of Tenant under the Lease; and (c) the full and prompt compliance of Tenant with all provisions, terms, covenants and conditions of the Lease. If Tenant at any time defaults in such payment, performance, or compliance, Guarantor will promptly pay, keep, perform and observe the same, as the case may be, in the place and stead of Tenant.

Guarantor hereby acknowledges and covenants that it has read the Lease and the underlying Prime Lease (as such term is defined in the Lease) and is aware of the terms, conditions, and requirements contained therein. Guarantor does hereby agree that if any and all sums which are now or may hereinafter become due from Tenant to Landlord under the Lease are not paid by Tenant in accordance with its terms, or if Tenant does not perform any and all obligations of Tenant under the Lease, and comply with all terms and conditions of the Lease, Guarantor will immediately make such payments, perform such obligations and comply with all such terms and conditions. Guarantor further agrees to pay Landlord all expenses (including, without limitation, attorney's fees) paid or incurred by Landlord in endeavoring to collect the payments or enforce the obligations of Tenant guaranteed hereby, or any portion thereof, or to enforce this Guaranty.

Guarantor hereby consents and agrees that Landlord may at any time, and from time to time, without further notice to or further consent from Guarantor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, at any time hereafter securing any amounts or liability hereby guaranteed; extend or renew the Lease for any period; grant releases, compromises and indulgences with respect to the Lease and to any persons or entities now or hereafter liable thereunder or hereunder; release any other Guarantor of the Lease; or take or fail to take any action of any type whatsoever.

No such action which the Landlord shall take or fail to take in connection with the Lease or for the performance of any obligations or undertakings of Tenant, nor any course of dealing with Tenant or any other person, nor any renewals, extensions, amendments or modifications of the Lease, shall release Guarantor's obligations hereunder, affect this Guaranty in any way or afford Guarantor any recourse against Landlord.

The provisions of this Guaranty shall extend and be applicable to all renewals, amendments, extensions and modifications of the Lease, and any and all references herein to the Lease shall be deemed to include any such renewals, extensions, amendments or modifications thereof.

Guarantor hereby subordinates any and all indebtedness of Tenant now or hereafter owed to Guarantor to all indebtedness of Tenant to Landlord, and agrees with Landlord that Guarantor shall not claim any offset or other reduction of Guarantor's obligations hereunder because of any such indebtedness; provided, however, that, if Landlord requests, such indebtedness shall be collected, enforced and received by Guarantor as trustee for Landlord and be paid over to Landlord on account of the indebtedness of Tenant to Landlord, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

Guarantor hereby waives and agrees not to assert or take advantage of (a) the defense of the statute of limitations in any action hereunder or for the collection of any amounts or the performance of any obligations hereby guaranteed; (b) any defense that may arise by reasons of the incapacity, lack of authority, death or disability of Guarantor or any other person or entity, or the failure of Landlord to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceeding) of Tenant or any other person or entity; (c) any defense based on the failure of Landlord to give notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of any other person whomsoever, in connection with any obligation hereby guaranteed; (d) any defense based upon an election of remedies by Landlord which destroys or otherwise impairs any subrogation or rights of Guarantor or the right of Guarantor to proceed against Tenant for reimbursement, or both; (e) any defense based upon failure of Landlord to commence an action against Tenant; (f) any duty on the part of Landlord to disclose to Guarantor any facts it may now or hereafter know regarding Tenant; (g) acceptance or notice of acceptance of this Guaranty by Landlord; (h) notice of presentment and demand for payment of any of the amounts or performance of any of the obligations hereby guaranteed; (i) protest and notice of dishonor or of default or Guarantor or to any other party with respect to payment of the amounts or performance of obligations hereby guaranteed; (j) any and all other notices whatsoever to which Guarantor might otherwise be entitled; and (k) any defense based on lack of due diligence by Landlord in collection, protection or realization upon any collateral securing the amounts due and obligations of Tenant under the Lease.

This is a guaranty of payment and performance and not of collection. This liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Tenant or any other person, not against securities or liens available to Landlord. Guarantor waives any right to require that an action be brought against Tenant or any other person to require that resort be had to any security or to any deposit or credit in favor of Tenant or any other person. In the event of a default under the Lease, Landlord shall have the right to enforce its rights, powers and remedies thereunder or hereunder, in any order, and all rights, powers and remedies available to Landlord in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity. If the amounts or obligations guaranteed hereby are partially paid or performed by reason of the election of Landlord to pursue any of the remedies available to Landlord, or if such amounts or obligations are otherwise partially paid or performed, this Guaranty shall nevertheless remain in full force and effect, and Guarantor shall remain liable for the entire payment and performance of the amounts and obligations guaranteed hereby even though any rights which Guarantor may have against Tenant may be destroyed or diminished by the exercise of such remedy. Until all of the amounts and obligations of Tenant to Landlord have been paid and performed in full, Guarantor shall have no right of subrogation to Landlord against Tenant and Guarantor hereby waives any rights to enforce any remedy which Landlord may have against Tenant.

This Guaranty shall be governed and construed in accordance with the laws of the State of Georgia.

Guarantor warrants and represents to Landlord that any and all financial statements heretofore delivered by Guarantor to Landlord are true and correct in all respects as of the date hereof.

Guarantor jointly and severally waives any and all homestead and exemption rights which they may have under or by virtue of the Constitution or the laws of the United States of America or of any state as against this Guaranty, any renewal hereof, or any obligations represented hereby, and does jointly and severally transfer, convey and assign to Landlord a sufficient amount of such homestead exemption as may be allowed, including such homestead or exemption as may be set apart in bankruptcy, to pay all amounts due hereunder in full, with all costs of collection, and does hereby direct any trustee in bankruptcy having possession of such homestead or exemption to deliver to Landlord a sufficient amount of property or money set apart as exempt to pay the obligations guaranteed hereby, or any renewal thereof, and does hereby, jointly and severally, appoint Landlord the attorney-in-fact for each of them, to claim any and all homestead exemptions allowed by law.

Guarantor hereby agrees that it will make no transfer, sale, conveyance, encumbrance, or hypothecation of any part of its property unless said transfer, sale, conveyance, encumbrance, or hypothecation is for a good and fair consideration.

This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Landlord or any officer or agent of Landlord, except by a writing signed by a duly authorized officer of Landlord and bearing the seal of Landlord. This Guaranty shall be irrevocable by Guarantor until all obligations and undertakings of Tenant under, by reason of, or pursuant to the Lease have been completely performed.

All notices required or desired to be given hereunder by either party shall be in writing and be given by personal delivery or by overnight mail by a nationally recognized overnight carrier (such as Federal Express or UPS), as follows:

If to Landlord: John F. Mynatt, Jr.  
Keystone Investment Properties, LLC  
5040 Bill Gardner Parkway; Suite 100  
Locust, Grove GA 30248

If to Guarantor: \_\_\_\_\_  
NAME  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

or at such other address as either party may provide to the other in writing for the stated purpose of receiving notices. Notice given as aforesaid shall be a sufficient service thereof and shall be deemed given upon receipt or refusal of delivery.

The provisions of the Guaranty shall be binding upon Guarantor and its successors, successors-in-title, heirs, legal representatives and assigns and shall inure to the benefit of Landlord, its successors, successors-in-title, heirs, legal representatives and assigns. This Guaranty shall in no event be impaired by any change which may arise by reason of the death of Tenant or Guarantor, if individuals, or by reason of the dissolution of Tenant or Guarantor, if Tenant or Guarantor is a corporation or a partnership.

If any provision of this Guaranty or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Guaranty and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

This Guaranty is assignable by Landlord, and any assignment hereof or any transfer or assignment of the Lease or portions thereof by Landlord shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Landlord.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty under seal as of the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

Witness

\_\_\_\_\_

Notary Public  
My commission expires: