

STANDARD FORM LEASE
Habersham County Shopping Center - No.61

THIS LEASE AGREEMENT (the "Lease") is made and entered into this 16th day of May, 2022 (the "Effective Date"), between INGLES MARKETS, INCORPORATED, a North Carolina corporation (the "Landlord"), and HABERSHAM COUNTY, (the "Tenant").

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, adequacy, and sufficiency, of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS AND FUNDAMENTAL PROVISIONS

NOTE: THIS LEASE IS NOT A LEASE UNTIL DULY SIGNED BY AND DELIVERED TO BOTH LANDLORD AND TENANT

1.1 **Addresses:**

<u>Landlord:</u>	Ingles Markets, Incorporated P.O. Box 6676 Asheville, North Carolina 28816 <u>Attention:</u> Real Estate Department	<u>Tenant:</u> Habersham County 130 Jacob's Way, Suite 101 Clarksville, Georgia 30523 Attn: Alicia Vaughn, County Manager
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1.2 **Common Areas:** Those areas, facilities, utilities, improvements, equipment, and installations, in the Shopping Center which are from time to time designated by Landlord for the nonexclusive use or benefit of Landlord and tenants of the Shopping Center, their employees, agents, customers, licensees and invitees.

1.3 **Lease Term:** Five (5) Lease Years commencing on the Rental Commencement Date and expiring at 5:00 P.M. (EST) on the last day of the fifth (5th) Lease Year, determined in accordance with the following. The first (1st) Lease Year shall consist of twelve (12) consecutive full calendar months first occurring from and after the Rental Commencement Date (plus the partial month, if any, caused by the Rental Commencement Date falling on other than the first day of a calendar month). Each succeeding lease year shall be for a period of twelve (12) full calendar months.

1.4 **Minimum Rent:**

Minimum Rent:

	<u>Annually</u>	<u>Monthly</u>	<u>PSF</u>
Year 1	\$67,599.96	\$5,633.33	\$8.00
Year 2	\$69,627.96	\$5,802.33	\$8.24
Year 3	\$71,740.56	\$5,978.38	\$8.49
Year 4	\$73,853.04	\$6,154.42	\$8.74
Year 5	\$76,050.00	\$6,337.50	\$9.00

1.5 **Permitted Use:** Tenant shall use the Premises solely for the following permitted use and for no other purpose whatsoever: county election office and voting registrations.

1.6 **Permitted Trade Name:** HABERSHAM COUNTY

1.7 **Premises:** That certain space commonly known as Ingles #61 Habersham Shopping Center, 199 Habersham County Shopping Center, US 441 Bypass, GA Cornelia, Georgia, 30531, of the

Shopping Center at the location shown on the Site Plan attached hereto as Exhibit "A" and by this reference made a part hereof (the "Site Plan"), containing approximately 8,450 square feet of space.

- 1.8 Prepaid Minimum Rent: \$5,964.29
- 1.9 Rental Commencement Date: Six (6) months from the Effective Date of the Lease. No rent or Operating Costs due during this period.
- 1.10 Security Deposit: \$5,964.29 shall be retained by Landlord throughout the term of the Lease and returned to Tenant, without interest, after the termination of the term of the Lease provided such Security Deposit shall not have been applied by Landlord in accordance with the terms and provisions of the Lease.
- 1.11 Shopping Center: That certain shopping center located in Cornelia, Habersham County, Georgia, commonly known as Ingles Shopping Center #61 and more particularly depicted on the Site Plan attached hereto as Exhibit "A", as same may be altered, expanded or reduced from time to time at the discretion of Landlord.

ARTICLE II DEMISE OF PREMISES

- 2.1 Lease: Landlord hereby leases and demises to Tenant, for the Lease Term herein described (or until sooner terminated in accordance with the provisions herein set forth), (i) the Premises, together with (ii) the nonexclusive right to use the Common Areas, all subject to the Rules and Regulations.
- 2.2 Acceptance of Premises by Tenant: Tenant agrees to accept the Premises in an "AS-IS/ WHERE-IS" condition as tendered by Landlord. Tenant agrees that no representations with respect to the conditions of the Premises and no promises to decorate, alter, repair or improve the Premises have been made by Landlord. Promptly upon the tender of possession of the Premises by Landlord to Tenant, Tenant shall commence and thereafter diligently pursue to completion all of Tenant's work in the Premises in strict accordance with plans and specifications approved by Landlord.
- 2.3 Early Access: Tenant shall be permitted access to the Premises prior to the Rental Commencement Date for the purpose of installing fixtures, equipment, inventory and other personalty of Tenant and preparing the Premises for Tenant's opening for business therein, or for any other purpose permitted by Landlord. Such early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Rental Commencement Date had occurred, except for the payment of Minimum Rent and payments in respect of Operating Costs, which shall commence on the Rental Commencement Date; it being specifically agreed and understood that Tenant shall pay all charges for temporary water, heating, cooling and lighting from the date upon which Tenant is notified the Premises are available for Tenant's work (or from the date when Tenant commences to perform its work, if earlier) in the Premises until the Rental Commencement Date. Landlord shall have the right to impose such additional conditions on Tenant's early entry as Landlord, in its sole discretion, deems appropriate, and Landlord shall have the further right to require that Tenant execute an early entry agreement containing such conditions prior to Tenant's early entry into the Premises.
- 2.4 Surrender of Premises: At the expiration, or earlier termination, of the Lease Term, Tenant shall surrender the Premises to Landlord in the condition required by this Lease and otherwise in a good and broom-clean condition, reasonable wear and tear excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures, or other personal property permitted to be removed by Tenant from the Premises.

ARTICLE III
RENT AND OTHER CHARGES

3.1 **Minimum Rent:** Except for the Prepaid Minimum Rent paid by Tenant upon Tenant's execution of this Lease, Tenant hereby covenants to pay Minimum Rent, in advance, on a monthly basis on the first day of each calendar month during the Lease Term from and after the Rental Commencement Date, without demand, deduction, or setoff whatsoever; provided that, if the Rental Commencement Date occurs on other than the first (1st) day of a calendar month, Minimum Rent for the partial month in which the Rental Commencement Date occurs shall be paid with the next month's installment of Minimum Rent on the first (1st) day of the next calendar month. Tenant's payment of Prepaid Minimum Rent made in connection with execution of this Lease shall be applied against the first monthly installment of Minimum Rent otherwise payable by Tenant hereunder. It is specifically agreed and understood that the covenants of Tenant to pay Minimum Rent, Additional Rent, and all other Rent set forth in this Lease, are separate and distinct covenants of Tenant, not contingent upon the performance of any other terms or conditions of this Lease. Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis.

3.2 **Utilities:** Tenant shall promptly pay all charges for utilities and other services furnished to the Premises, whether by Landlord or the applicable utility company. Landlord shall not be liable for any interruptions or curtailment in utility services, whether for alteration, repair, or improvement, of the Premises or the Shopping Center, or otherwise.

3.3 **Operating Costs:** Tenant shall pay to Landlord, along with its monthly installment of Minimum Rent and as Additional Rent, Landlord's estimate of Tenant's monthly share of all costs incurred by Landlord in maintaining, lighting, repairing, replacing, operating, cleaning, painting, securing, managing, and insuring the portions of the Shopping Center which are the responsibility of Landlord hereunder, including, without limitation, (a) payment of all insurance premiums (including Worker's Compensation insurance and fidelity bonds for personnel of Landlord [it being agreed and understood that Landlord may self-insure or internally perform other functions relating to the Shopping Center included in Operating Costs, and in such event, Landlord may include in Operating Costs the reasonable and competitive cost of such functions performed internally by Landlord]), (b) taxes and assessments associated with the Shopping Center, and (c) a management, administrative or overhead fee (however denominated) payable to Landlord totaling fifteen percent (15.0%) of all other Operating Costs (the foregoing being, collectively, the "**Operating Costs**"). Tenant's annual share of Operating Costs shall be computed by multiplying Operating Costs by a fraction, the numerator of which shall be the number of square feet of gross leasable area of the Premises and the denominator of which shall be the number of square feet of gross leasable area of the Shopping Center. Adjustments to estimates of Tenant's share of Operating Costs shall be made on an annual basis, and adjustments shall be made as to underpayment or overpayment of Operating Costs by Tenant upon the annual determination of the actual Operating Costs for the Shopping Center. Landlord shall furnish to Tenant, after each CAM Year (as hereafter defined) during the Term (prorated for any partial CAM Year occurring during the Term), a statement in reasonable detail, including reasonable supportive documentation (the "**Annual Statement**"), describing the calculation of charges and computation of Tenant's annual share of the actual Operating Costs, and the payments made by Tenant as estimates of Operating Costs during such CAM Year. If Tenant's actual share of Operating Costs exceeds Tenant's payments, Tenant shall pay to Landlord the deficiency within thirty (30) days after Tenant's receipt of the Annual Statement. If Tenant's payments made during the CAM Year at issue exceed the actual Tenant's share of Operating Costs, Landlord may pay the excess to Tenant at the time Landlord furnishes the Annual Statement, or credit the excess toward Tenant's estimated payments of Operating Expenses for the succeeding CAM Year. It is understood and agreed that Landlord shall have the right to account for and reconcile Operating Costs for the Shopping Center on the basis of a calendar year, Lease Year or Landlord's fiscal year, as it elects from time to time, and the annual period so designated and utilized by Landlord from time to time with respect to this Lease shall be the "**CAM Year**" for purposes hereof.

3.4 **Security Deposit:** Tenant has concurrently with the execution of this Lease deposited with Landlord the Security Deposit which shall serve as security for the full performance of every term and provision of this Lease by Tenant. Landlord may apply all or any part of the Security Deposit to cure any

default by Tenant hereunder, and Tenant shall promptly restore to the Security Deposit all amounts so applied upon invoice. If Tenant shall fully perform each term and provision of this Lease, any portion of the Security Deposit which has not been appropriated by Landlord in accordance with the provisions hereof shall be returned to Tenant, without interest, within thirty (30) days after the expiration of the Lease Term.

3.5 **Rent:** As used herein, the term "**Rent**" shall include Minimum Rent, Additional Rent, Tenant's share of Operating Costs and all other additional charges or sums payable to Landlord hereunder. All Rent shall be paid without demand, deduction or setoff whatsoever.

ARTICLE IV PERMITTED USAGE

4.1 **Use:** Tenant shall use, occupy, and operate in the whole of the Premises solely for the Permitted Use and for no other purpose whatsoever. Tenant covenants to continuously operate upon the whole of the Premises solely utilizing the Permitted Trade Name during minimum business hours of at least 10:00 A.M. to 6:00 P.M., six days per week or such other hours as are from time to time imposed by Landlord. Tenant shall not, without Landlord's prior written consent, keep anything within the Premises, or use the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises or the Shopping Center, and Tenant shall pay as Rent the amount of any such increase promptly upon demand by Landlord. Tenant shall observe faithfully and comply strictly with all rules and regulations which Landlord may from time to time adopt for the safety, operation, care, and cleanliness, of the Shopping Center or the preservation of good order therein (the "Rules and Regulations"), including (without limitation) the Rules and Regulations attached hereto as Exhibit "B" and by this reference made a part hereof, as same may be modified or amended by Landlord from time to time. Landlord shall not be liable to Tenant for any violation of the Rules and Regulations, or for the breach of any covenant or condition in any lease, by any other tenant in the Shopping Center.

4.2 **Control by Landlord:** Landlord shall have the right at all times, in its sole discretion, to change the size, location, elevation, nature or use of any portion or all of the Common Areas, the Shopping Center, or any part thereof, as Landlord may from time to time determine, including the right to change the size thereof, to erect buildings thereon, to sell or lease part or parts thereof, to change the location and size of the landscaping and buildings, and to make additions to, subtractions from, or rearrangements of, said buildings. During the term hereof, Landlord shall have the right to relocate the Premises to a reasonable location in the Shopping Center comparable in size to the Premises and on the same terms and conditions as contained herein. Tenant shall be allowed to remove all of its leasehold improvements from the Premises pursuant to such relocation provided that Tenant repairs any damage caused by such removal. Landlord shall tender the new location to Tenant in substantially the same condition as the Premises were in when tendered to Tenant. Landlord may at its option, terminate this Lease if Tenant refuses to accept said new location.

4.3 **Hazardous Substances:** Tenant shall not generate, store, treat dispose of, install, or otherwise use, any hazardous substances on, in, under, or in any way related to, the Premises or any other portion of the Shopping Center, or cause or permit any such generation, storage, treatment, disposal, installation or other use with respect thereto. Tenant shall fully indemnify and hold Landlord harmless from any liability, damage, cost or expense that Landlord might otherwise suffer from Tenant's failure to fully comply with the terms and provisions of this Section. "Hazardous Substances" means and includes any of the substances, materials, elements, or compounds, that are contained in the list of hazardous substances adopted by the United States Congress or the EPA or any substances, materials, elements or compounds affected by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree, now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance, or material.

ARTICLE V
ALTERATION, REPAIR, AND MAINTENANCE

5.1 Alterations by Tenant: Tenant shall not make any alterations (including, but not limited to, alterations to the exterior, the storefront, signs and/or utility lines or systems within or serving the Premises), nor secure any fixture or apparatus, to the Premises without Landlord's prior written approval, and Tenant shall promptly remove upon order from Landlord any decoration or alteration made or installed upon the Premises without Landlord's written consent. Landlord shall have the right to run utility lines, pipes, roof drainage pipes, conduit, wire, ductwork, or sprinkler systems, where necessary, through, in, or beneath, the Premises, and maintain same in a manner which does not unduly interfere with Tenant's use thereof. All alterations, fixtures, betterments, and improvements made to, or installed upon, the Premises shall remain upon the Premises, and shall become Landlord's property upon the expiration or earlier termination of this Lease, unless Landlord shall require Tenant to restore the Premises to its original condition.

5.2 Repairs by Tenant: Tenant shall keep by routine maintenance, repair, and replacement, at its sole cost and expense, the interior of the Premises, together with the storefront and all doors and windows of the Premises, and all electrical, plumbing, heating, ventilating, air conditioning, sprinkler systems, and any other mechanical installations serving the Premises or located therein, whether or not in or under the floor slab or on the roof of the Premises, in good condition and working order. Tenant agrees to employ a suitable contractor approved by Landlord to perform Tenant's obligations for maintenance of the heating, cooling and ventilating units of the Premises, including at least semiannual inspections and cleaning of the system together with such servicing as each such inspection shall disclose, or as shall otherwise be reasonably required by Landlord. In the event Tenant fails to perform its maintenance, repair, or replacement obligations as provided herein, Landlord may, at its option, perform such remedial action on behalf of Tenant, and Tenant agrees to pay to Landlord, as Additional Rent, the cost thereof plus fifteen (15.0%) percent overhead promptly upon demand by Landlord.

5.3 Liens: Tenant hereby indemnifies Landlord against, and shall keep the Premises and the Shopping Center free from, liens for any work performed, material furnished, or obligations incurred, by or on behalf of Tenant and shall discharge or bond any lien filed within ten (10) days after filing.

5.4 Signs and Displays: Tenant shall not place or have placed and maintained on or within the Premises any sign, awning, or advertising, visible from the exterior of the Premises not first approved in writing by Landlord. Landlord shall have the exclusive right to use the roof, and Tenant shall not affix any sign or aerial to the roof of the Premises.

ARTICLE VI
CASUALTY AND CONDEMNATION

6.1 Casualty: Landlord shall have the right, upon thirty (30) days prior written notice to Tenant, to terminate this Lease in the event (i) the Premises is damaged by fire or other casualty to the extent of more than ten (10.0%) percent of the replacement cost thereof, (ii) the Shopping Center is damaged by fire or other casualty to the extent of ten (10.0%) percent or more of the replacement cost thereof, (iii) any damage to the Premises cannot, in Landlord's sole discretion, be repaired within ninety (90) days of the date of such damage, or (iv) the Premises is damaged or destroyed during the last thirty (30%) percent of the Lease Term, or during any renewal or extension term of this Lease. If Landlord should elect to repair or rebuild the Premises because of any damage or destruction, Tenant shall replace all work and improvements originally installed or performed by Tenant at Tenant's expense.

6.2 Condemnation: If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Shopping Center is taken and its continued operation is not in Landlord's sole opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award that may be made in such taking or condemnation. In the event of a partial

taking that does not result in the termination of this Lease, Minimum Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1 **Insurance:** Tenant shall maintain at its sole expense, commencing upon the date Tenant takes possession of the Premises and continuing throughout the Lease Term, commercial liability insurance covering the Premises in a combined single limit amount of not less than \$1,000,000.00, naming Landlord and any mortgagee(s) of the Shopping Center as additional insureds thereunder. Tenant shall also keep in force, at its sole expense, fire and extended coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property, naming Landlord and any mortgagee(s) of the Shopping Center as additional insureds thereunder. The fire and extended coverage insurance maintained by Tenant shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy (Tenant for itself, its successors and assigns, hereby waiving any right of recovery against Landlord, its successors or assigns, by virtue of any casualty to the Premises or the Shopping Center). In addition, Tenant shall keep in force workman's compensation or similar insurance to the extent required by law. All insurance coverages shall be maintained with companies licensed within the State in which the Shopping Center is located that otherwise are reasonably acceptable to Landlord. Tenant shall deliver said insurance policies or certificates thereof to Landlord prior to the date Tenant takes possession of the Premises, and shall provide evidence of continued coverage not later than ten (10) days prior to expiration of any such policy. Should Tenant fail to effect and evidence the insurance called for herein, Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended plus fifteen percent (15.0%) as overhead to Landlord, as Additional Rent, immediately upon demand. Each insurer under the policies required hereunder shall agree by endorsement on the policy, or by independent instrument furnished to Landlord, that it will give (and Tenant in any case will give) Landlord at least fifteen (15) days prior written notice before any policy or policies affecting the Premises shall be altered or canceled.

7.2 **Indemnification:** Tenant hereby agrees to indemnify and hold Landlord, and any mortgagee(s) of the Shopping Center, harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Premises or the Shopping Center, (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant, or (c) any act, omission or negligence of Tenant, its agents, employees, invitees or contractors. Tenant further releases Landlord from liability for any damages sustained by Tenant or any other person claiming by, through, or under, Tenant due to the Premises, the Shopping Center, or any part thereof, or any appurtenances thereto, becoming out of repair, or due to the happening of any accident, including, without limitation, any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus, and from any acts or omissions of co-tenants or other occupants of the Shopping Center. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever, except the affirmative acts of proven negligence of Landlord, and then only to the extent not covered by insurance to be obtained by Tenant in accordance with Section 7.1.

ARTICLE VIII DEFAULT AND REMEDIES

8.1 **Default & Remedies:** Landlord may terminate Tenant's right of possession and repossess the Premises without terminating this Lease and/or terminate the estate and term demised by giving ten (10) days written notice to Tenant upon the happening of one or more of the following events:

- (a) the making by Tenant of an assignment for the benefit of its creditors;
- (b) the levying of a writ of execution or attachment on or against the property of Tenant;
- (c) the taking of any action for the voluntary dissolution of Tenant or of consolidation with or merger into another corporation;

- (d) the doing, or permitting to be done by Tenant of any act which creates a mechanic's lien or claim therefor against the land or building of which the Lese Premises are a part;
- (e) the failure of Tenant to pay an installment of rent when due;
- (f) if proceedings are instituted in a court of competent jurisdiction for the reorganizations, liquidation or involuntary dissolution of Tenant, or for its adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged within thirty days after the institution of said proceedings;
- (g) the failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days or more.

8.2 No Encumbrances or Liens: Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Premises or Shopping Center, nor shall the interest or estate of Landlord in the Premises or Shopping Center be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises or Shopping Center arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises. Any lien or encumbrance caused by Tenant or its agents to Landlord's title that is not removed within the notice period set forth above shall constitute a default hereunder.

8.3 Rights of Re-Entry and Other Remedies: Upon the termination of the estate or Tenant's right to possession, Landlord may re-enter the Premises with process of law using such force as may be necessary, and remove all persons and chattels therefrom and Landlord shall not be liable for damages or otherwise by reason of re-entry or termination of the term of the Lease. Notwithstanding such termination, the liability of Tenant for the Minimum Rent provided for hereinabove shall not be extinguished for the balance of the Lease Term remaining after said termination, and Landlord shall be entitled to recover immediately as liquidated damages an amount equal to the Minimum Rent for the said balance of the Lease Term less the fair rental value of the Premises for the said balance of the Lease Term, discounted to present value at a commercially reasonable discount rate determined by Landlord. Upon and after entry into possession without termination of this Lease, Landlord may, but need not, relet the Premises or any part thereof for the account of Tenant for such rent, for such time and upon such terms as Landlord, in Landlord's sole discretion, shall determine, and Tenant shall be responsible for any resulting deficiency. At Landlord's election, Landlord may sue the Tenant for rent due and owing Landlord by Tenant under this Lease, as many times as is necessary to recover all rents and sums due hereunder, if the Premises are not relet or if eventually relet, for any deficiency which results by virtue of the default by Tenant and Landlord reletting the Premises for rental which is less than that which Tenant was required to pay hereunder, and Tenant waives any defense of Res Judicata concerning any successive suits which are brought by Landlord pursuant to this provision unless Landlord has specifically received a judgment for the identical amount for an identical period in a previous suit of Landlord. Landlord and Tenant acknowledge and agree that all rent, maintenance charges and taxes, fees, expenses, penalties and/or any other sum payable hereunder or pursuant to the terms of this Lease sometimes referred to as "Additional Rent" shall be deemed rent which is due and payable as required under this Lease.

8.4 Self-Help: In the event of any breach by Tenant of any of the provisions of this Lease, Landlord may immediately or at any time thereafter, without additional notice, cure such breach for the account of and at the expense of Tenant, such expense to constitute Additional Rent hereunder to be reimbursed by Tenant. If Landlord at any time, by reason of such breach, is compelled to pay any sum of money or do any act which will require the payment of any sum of money, or incurs any expense, including but not limited to reasonable attorneys' fees, in instituting or prosecuting any action or proceeding to enforce Landlord's rights hereunder, the sum or sums so paid in any action or proceeding to enforce Landlord's rights hereunder, as well as any other sum or sums so paid by Landlord, with interest thereon at the rate set forth in Section 8.5 below from the date of payment thereof by Landlord, shall be deemed to be Additional Rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the payment of such respective sums or expenses.

8.5 **Interest:** If Tenant shall fail to pay to Landlord, when due, any installment of Rent or other payment due hereunder, Tenant shall pay to Landlord interest on such Rent or other payment at the rate of the greater of (x) the prime rate ("prime rate" is defined as the monthly average of the daily rate published in the Wall Street Journal (eastern edition) or, if none or said publication ceases to exist, the monthly average of the daily interest rate announced by the Federal Reserve Bank with jurisdiction in New York, New York, being the rate charged by the Federal Reserve to the banks and generally thought of as their cost of money) established and in force by the Federal Reserve plus three percent (3%) per annum and (y) eighteen percent (18%) per annum from the due date of such Rent or payment until the date same is paid. Notwithstanding the foregoing, (i) if for any reason the term and calculation of the term "prime rate" hereunder is deemed ambiguous or cannot be determined, then eighteen percent (18%) per annum shall be utilized, and (ii) under no circumstances may interest payable in accordance with the foregoing provisions exceed the maximum rate of interest allowed by applicable law (and, if the foregoing provisions otherwise would provide for interest in excess of the maximum rate of interest allowed by applicable law, the rate of interest hereunder shall be deemed automatically decreased so as to equal the maximum rate of interest permitted by applicable law).

8.6 **Power of Attorney:** Tenant hereby constitutes and irrevocably appoints any attorney of any court to be the true and lawful attorney of Tenant, and, in name, place and stead of Tenant, to appear for Tenant in any court of record at any time in any suit or suits brought against Tenant for the enforcement of any right hereunder by Landlord, to waive the issuance and service of process and trial by jury, and from time to time, to confess judgment or judgments in and for costs of suit and for reasonable attorneys' fees in favor of Landlord to be fixed by the court, and to release all errors that may occur or intervene in such proceedings including the issuance of execution upon such judgment, and to stipulate that no appeal shall be prosecuted from such judgment or judgments and that no proceedings in chancery or otherwise shall be filed or prosecuted to interfere in any way with the operation of such judgment or judgments or any execution issued thereon or with any supplemental proceeding taken by Landlord to collect the amount of any such judgment or judgments and to consent that execution on any judgment or decree in favor of Landlord and against Tenant may issue forthwith.

8.7 **Surrender of Possession; Holdover:** Tenant will, at the expiration or termination of this Lease, yield up possession to Landlord, and failing so to do, Tenant shall be deemed a tenant at sufferance and, at Landlord's option, will pay as liquidated damages for each day possession is withheld, an amount equal to double the amount of the daily Minimum Rent, computed on the basis of the actual number of days in such calendar month based upon the monthly installment of Minimum Rent payable under this Lease in the month immediately prior to the holdover, together with all other charges payable under this Lease with respect to the period of holdover; provided, however, that Landlord's right to recover such liquidated damages shall not preclude Landlord from recovering any greater amount of damages sustained by it or as otherwise allowed by law as a result or consequence of Tenant's holdover, and provided further that acceptance of Rent by Landlord shall not be interpreted as a grant of permission for Tenant to continue in possession of the Premises.

8.8 **No Waiver or Reinstatement:** No receipt of money by Landlord from Tenant after breach by Tenant or after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall operate to waive any breach or to reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

8.9 **Acts or Omissions Not Waiver:** No waiver of any default of Tenant under this Lease or any provision hereof shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any condition of this Lease by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition or as an amendment to this Lease's terms, covenants and conditions.

8.10 **Additional Rights Upon Holdover:** Upon a breach hereof by Tenant which results in a judgment for possession and/or rent in a court of competent jurisdiction, and when, after the entrance of such judgment Tenant remains in possession or control of the Premises as a tenant at sufferance, then Tenant shall also be liable for all rent, damages, costs, and expense which Landlord incurs during such period after judgment and Landlord shall be entitled to file an additional lawsuit for recovery of same without Tenant offering a defense of Res Judicata and such recovery and/or law suit shall not operate as a renewal of this Lease or Tenant's right of possession.

8.11 **Remedies Cumulative:** All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and/or in equity, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

ARTICLE IX ASSIGNMENT AND SUBLETTING

9.1 **Assignment and Subletting:** Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this Lease, or sublet the Premises or any part thereof (all of the foregoing collectively referred to as a "Transfer"), without the express prior written consent of Landlord and a processing fee of \$750.00. Tenant shall not be released from, and shall remain principally and primarily liable for, the full and prompt performance of each of the terms and provisions of this Lease following any Transfer. The acceptance by Landlord of Rent following any Transfer shall not be deemed to be a consent by Landlord to any such Transfer, nor shall such acceptance of Rent be deemed a waiver of any right or remedy of Landlord hereunder.

ARTICLE X ATTORNMEN T AND SUBORDINATION

10.1 **Attornment:** Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the Lease Term, as renewed or extended.

10.2 **Subordination:** This Lease is, and shall be, subordinate to the lien of any mortgage, security deed, deed of trust, or the lien resulting from any other method of financing or refinancing now or hereafter in force in connection with the Shopping Center (collectively, "Mortgages" or, individually, a "Mortgage"), and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations, and replacements thereof. The aforesaid provisions shall be self-operative, and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such Mortgages as shall be requested by Landlord and any mortgagee(s) of the Shopping Center. Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments if not executed and delivered by Tenant in recordable form within ten (10) days after written request.

ARTICLE XI MISCELLANEOUS

11.1 **Attorneys' Fees:** Tenant shall pay reasonable attorneys' fees incurred by Landlord in the enforcement of any of the terms, covenants, or provisions of this Lease.

11.2 **Late Charges:** Tenant shall, in addition to interest payable in accordance with the provisions of Section 8.5 above, also pay to Landlord upon demand (and as Additional Rent) a fee of Seventy-five and No/100 Dollars (\$75.00) for each payment of Rent or other charges payable to Landlord hereunder that is or are not paid when due. Tenant acknowledges that such payment is made to compensate Landlord for additional costs that will be incurred by Landlord in processing late payments, and is not a penalty.

11.3 **Accord and Satisfaction:** No payment by Tenant or receipt by Landlord of a lesser amount than the charges herein stipulated shall be deemed to be other than on account of the earliest stipulated charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of any amounts due hereunder or to pursue any other remedy provided herein.

11.4 **Time of Essence:** TIME IS OF THE ESSENCE OF THIS LEASE.

11.5 **Severability:** In the event any provision of this Lease to any extent shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the Lease and the remaining provisions thereof shall be valid and enforceable to the full extent permitted by law.

11.6 **Brokers:** Tenant represents and warrants to Landlord that it has not engaged the services of any broker, commission agent, finder or other like person or entity in connection with the Premises or its leasing thereof, except for Theresa J Wilmot & Company, ("**Broker**"), and Tenant indemnifies Landlord against any claims for brokerage commissions in connection herewith, except for the brokerage commission payable to Broker. Tenant hereby acknowledges that Broker has served solely as agent for Landlord in connection with this Lease and its commissions shall be paid by Landlord in accordance with a separate agreement.

11.7 **Waiver:** No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same provision. Landlord's consent to, or approval of, any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent act. No agreement by Landlord to accept Tenant's surrender of the Premises shall be valid unless in writing from Landlord.

11.8 **Right of Entry:** Landlord shall have free access to the Premises at all reasonable times to inspect the Premises, to show same to prospective purchasers or lenders and, during the last twelve months of the Lease Term, prospective tenants, and to make such repairs, additions, improvements, changes, or alterations, to the Premises or the Shopping Center, as Landlord may elect.

11.9 **Successors and Assigns:** Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

11.10 **Headings, Captions and References:** The Article and Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any terms or provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, except where noted otherwise.

11.11 **Survival of Obligations:** The provisions of this Lease with respect to any obligation of Tenant, including, without limitation, any indemnities of Tenant contained in this Lease, and Tenant's covenant to pay Rent, shall specifically survive the expiration or earlier termination of this Lease.

11.12 **Landlord and Tenant Relationship:** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principle and agent or of partnership or of joint venture between the parties hereto. No estate shall pass from Landlord to Tenant, and this Lease shall not be subject to levy or sale.

11.13 **Counterclaim and Jury Trial:** In the event that the Landlord commences any summary proceeding or action for nonpayment of Rent or other charges provided for in this Lease, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding or action. Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions.

11.14 **Notices:** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by United States Certified Mail, postage prepaid and return receipt requested, by a reputable overnight delivery service for next business day delivery (such as, without limitation, any nationally or regionally-recognized overnight delivery service such as Federal Express) with shipping charges prepaid or billed to sender or, in cases of notice to Tenant, by posting such notice to the Premises. If notice is to be sent to Landlord, such notice shall be addressed to Landlord to the attention of Randy Jameson, Vice President of Real Estate, at the address set forth in Section 1.1 of this Lease, with a copy of such notice being sent to W. Daniel Hicks, Jr., Law Offices of W. Daniel Hicks, Jr., LLC, 555 Sun Valley Drive, Suite N4, Roswell, Georgia 30076. If notice is to be sent to Tenant, such notice shall be addressed to Tenant at the address set forth in Section 1.1 of this Lease, or by posting such notice to the Premises as aforesaid. Notices and demands shall be deemed to have been given (i) upon the date of personal delivery, (ii) upon the date of deposit in the U.S. Mail properly addressed in the manner set forth above, (iii) upon the date of deposit with the overnight delivery service properly addressed for next business day delivery in the manner set forth above, or (iv) upon the date of posting such notice at the Premises, as applicable. The period in which response to a notice must be given or taken pursuant to either (i), (ii) or (iii) foregoing, however, shall run from the date of receipt by the addressee; provided that rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given pursuant to the terms hereof shall be deemed receipt by the addressee. Either party may, at any time, designate in writing a substitute address for the address set forth above or add one or more additional or different addresses, persons or entities to receive notices and, upon receipt of notice thereof, notices thereafter shall be directed to such substitute address or such additional or different addresses, persons or entities. Further, notices may be given by counsel to a party and such notice shall be as effective as if given by the party directly.

11.15 **Representations:** Tenant acknowledges that neither Landlord nor Landlord's agents, employees, or contractors have made any representations or promises with respect to the Premises, the Shopping Center, or this Lease, except as expressly set forth herein.

11.16 **Landlord's Liability:** IN THE EVENT OF ANY ALLEGED DEFAULT OF LANDLORD, TENANT SHALL NOT SEEK TO SECURE ANY CLAIM FOR DAMAGES OR INDEMNIFICATION BY ANY ATTACHMENT, LEVY, JUDGMENT, GARNISHMENT OR OTHER SECURITY PROCEEDINGS AGAINST ANY PROPERTY OF THE LANDLORD OTHER THAN LANDLORD'S EQUITY IN THE SHOPPING CENTER; IT BEING AGREED AND UNDERSTOOD, HOWEVER, THAT THE MAXIMUM RECOVERY BY TENANT AGAINST LANDLORD SHALL BE IN AN AMOUNT EQUAL TO THE LESSER OF (I) THE NET WORTH OF TENANT AS OF THE DATE OF TENANT'S CLAIM AGAINST LANDLORD, OR (II) LANDLORD'S EQUITY INTEREST IN THE SHOPPING CENTER. LANDLORD AS USED HEREIN, SHALL INCLUDE ANY ASSIGNEES OR OTHER SUCCESSOR OF THE ORIGINAL LANDLORD OR ITS SUCCESSORS OR ASSIGNS.

11.17 **Jurisdiction:** The laws of the State in which Shopping Center is located shall govern the interpretation, validity, performance, and enforcement, of this Lease.

11.18 **Estoppel Certificates:** Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge, and deliver, to Landlord, or to such other party as may be designated by Landlord, a certificate stating that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by Landlord have been satisfied or performed and that Landlord is not in default under or with respect to this Lease, except as set forth in said certificate; that Tenant is not in default in the payment of Rent or any of the other obligations required of Tenant hereunder; and that Tenant has paid Rent as of the date set forth in the certificate.

11.19 **Entire Agreement:** This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party. The submission of this Lease shall not constitute an offer to Lease by Landlord and this Lease shall not be binding unless and until it is signed by Landlord and Tenant.

11.20 **Exhibits and Addenda:** All exhibits and addenda attached to this Lease are by this reference incorporated into this Lease. Insofar as such exhibits or addenda conflict with any of the terms or provisions contained in the text of this Lease, the terms and provisions of such exhibit or addenda shall govern and control.

11.21 **Initial Estimate of Operating Costs:** Landlord and Tenant hereby agree that Tenant's pro rata share of Operating Costs is initially estimated to be \$0.47 per square foot of the Premises per annum, \$330.96 per month, subject to reconciliation in accordance with Section 3.3 hereof. No taxes are paid by County as it is exempt.

11.22 **OFAC Compliance:** Tenant represents and warrants to Landlord that neither Tenant nor any of its affiliates or representatives, nor any Person directly or indirectly holding any legal or beneficial interest whatsoever in Tenant (collectively "**Related Tenant Parties**") is, or at any time during the term of this Lease shall be: (i) a Person with whom a United States Person or financial institution established under the laws of the United States is prohibited from transacting business of the type contemplated by this Lease, whether such prohibition arises under U.S. law, regulation, executive order (including without limitation, executive orders and lists published by the United States Office of Foreign Asset Control with respect to "Specially Designated Nationals and Blocked Persons") or otherwise, (ii) included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended, or (iii) in violation of any provisions of the USA Patriot Act, Pub. L. No. 107-56. For purposes of this paragraph "**Person**" means any individual, partnership, corporation, limited liability company, trust or other entity, and "**United States Person**" means a person that is a citizen or resident of the United States, a corporation, partnership, limited liability company, or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust the income of which is subject to United States federal income taxation regardless of its source. Notwithstanding the foregoing, if Tenant is a publicly traded entity, this paragraph shall not apply to the extent that such Person's interest in the Tenant or any Related Tenant Parties is through a U.S. Publicly Traded or Pension Entity. "**U.S. Publicly Traded or Pension Entity**" means either (A) a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a Person, or (B) an "employee pension benefit plan" or "pension plan" as defined in Section 3(2) of ERISA. Tenant covenants and agrees to deliver to Landlord upon request any certification or other evidence requested from time to time by Landlord, in its sole discretion, confirming Tenant's compliance with the provisions of this Section. In addition, Tenant hereby authorizes Landlord and any of its affiliates to submit and/or release any and all information it may deem appropriate to determine whether Tenant complies with this Section throughout the Lease Term. In the event any of the representations in this Section are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable default, entitling Landlord, in addition to all other remedies at law or in equity, to immediately terminate this Lease on written notice to Tenant.

11.23 **Force Majeure:** In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by such party and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered ("**Force Majeure**"), then performance of such work, service, or other act shall be excused for the period of such delay occasioned by Force Majeure and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay resulting from Force Majeure. In no event shall such delay constitute a termination or extension of this Lease. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of rentals of any nature as due under any provision hereof. Likewise, no delay occasioned by financial inability of a party shall be considered an event of Force Majeure.

11.24 **Guaranty:** To the extent that the obligations of Tenant under and with respect to this Lease are to be guaranteed by a Guarantor (whether one or more) named on the first page hereof, Tenant shall cause

such guarantor(s) to execute and deliver to Landlord simultaneously with or prior to Tenant's execution and delivery of this Lease, a guaranty of this Lease substantially in the form of Exhibit "C" attached hereto and by this reference made a part hereof, it being understood and stipulated that (i) such Guaranty is an inducement to Landlord to enter into this Lease, (ii) Landlord's receipt of such Guaranty is a condition to Landlord's agreement to enter into this Lease and (iii) such Guaranty is a material portion of the consideration for Landlord's agreement to enter into the Lease. If there is no such guarantor, Exhibit "C" shall be of no relevance hereto and shall be deemed omitted from this Lease.

11.25 Special Stipulations: The Special Stipulations, if any, set forth in the Addendum attached hereto as Exhibit "D" and by this reference made a part hereof are incorporated herein by reference as fully as if set forth herein in their entirety. To the extent that such Special Stipulations conflict or are inconsistent with any of the foregoing provisions of this Agreement, the Special Stipulations shall govern and control.

*{BALANCE OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURES ON FOLLOWING PAGE(S)}*

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal the day and year first above written.

LANDLORD:

INGLES MARKETS, INCORPORATED,
a North Carolina corporation

Donald Emmons
Witness

Wendy Myers
Witness

By: *WR [Signature]*
Its: *VP Real Estate + Distribution*

TENANT:

HABERSHAM COUNTY

Brandt D. Linn
Witness

Patricia J. McLarty
Witness

By: *B. R. [Signature]*
Name: *Bruce Palmer*
Title: *Commission Chairman*

Exhibit "A"

Site Plan of Premises and Shopping Center

EXHIBIT "A"
SITE PLAN

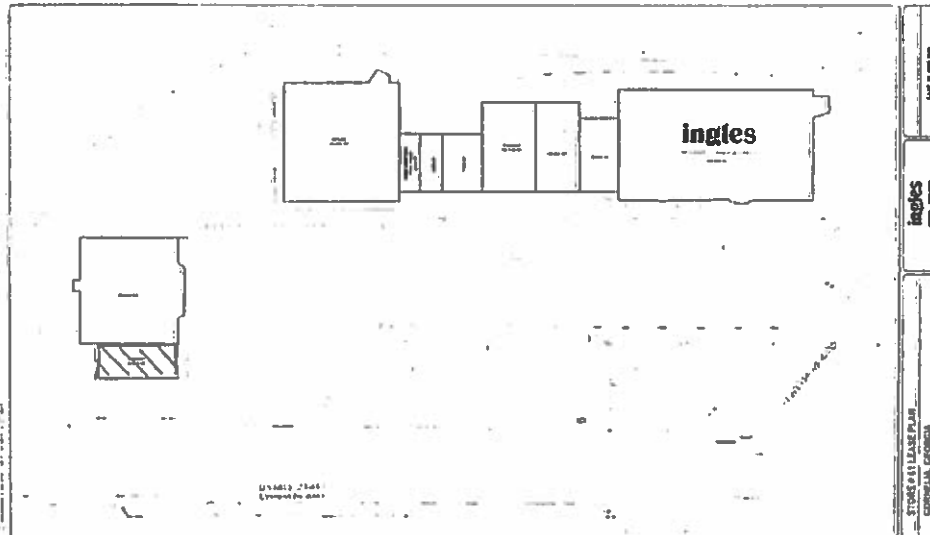


Exhibit "B"

RULES AND REGULATIONS

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies, and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Shopping Center.
3. All garbage and refuse shall be kept in the kind of container specified or supplied by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
4. No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Premises or on the grounds, without first obtaining in each instance the written consent of Landlord. Any radio or television or aerial so installed without such written consent shall be subject to removal without notice at any time.
5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
6. If the Premises are at any time equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
7. The sidewalk immediately in front of the Premises (to the full extent of the frontage of the Premises) and the area immediately adjoining the rear of the Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas. Without limitation, unless Landlord elects to provide such service as part of the Operating Costs, Tenant shall be responsible for deposit of sand, salt or like materials on the sidewalk immediately fronting the Premises and/or the area adjoining the rear of the Premises as reasonably necessary to provide for safe passage thereover in snowy or icy conditions.
8. Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord.
9. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.
10. Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.
11. Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.
12. Tenant shall not make noises, cause disturbances, or created odors which may be offensive to other tenants of the Shopping Center or their officers, employees, agents, servants, customer or invitees.

Exhibit "C"

UNCONDITIONAL AND ABSOLUTE GUARANTY
(INTENTIONALLY OMITTED)

Exhibit "D"

ADDENDUM

Special Stipulations

THESE SPECIAL STIPULATIONS are attached to and made a part of that certain Lease Agreement (the "Lease") between INGLES MARKETS, INCORPORATED, a North Carolina corporation, as Landlord, and HABERSHAM COUNTY, as Tenant, and supplement and amend the Lease in accordance with the terms and provisions set forth below. Wherever there is any conflict between the terms and provisions of this Addendum and the terms and provisions incorporated into the text of the Lease, the terms and provisions of this Addendum shall be paramount and govern and control, and the terms and provisions of the Lease shall be construed accordingly. All terms and words of art used herein, as indicated by the initial capitalization thereof, shall have the respective meaning designated for such terms and words of art in the Agreement, as the same may or may not be amended herein.

1. Premises. Landlord and Tenant acknowledge and agree that Tenant agrees to accept the Premises in an "AS-IS/WHERE-IS" condition. Landlord makes no representation or warranty with respect to the condition of the Premises, and Landlord shall not be required to make any alterations, improvements, and/or repairs to the Premises in order to prepare same for Tenant's continued occupancy pursuant to this Lease, except as follows:
 - a) Landlord will initially service, repair or replace the HVAC unit(s) if older than ten (10) years.
 - b) Landlord will initially service, repair or replace both restrooms (all fixtures) to bring into working condition.
 - c) Landlord will initially repair, seal and/or replace all damaged drywall inside space from leaks and repair roof, if necessary and seal/paint exterior walls, if necessary, to provide water tight space.

2. Tenant is accepting space as-is, where-is and shall be responsible for all demolition and construction/buildout and repair of all electrical and plumbing, bathrooms, ceiling, lighting, flooring, painting, drywall repairs, and any other work deemed necessary to open for business, at Tenant's sole cost and expense.
Tenant and/or Tenant's contractor shall abide by local codes, city/county for the build out or demolition and shall be responsible for plans or to pull any permits required by local, state, or city at Tenants sole cost and expense.
Tenant is also responsible to re-key all front and rear door locks, and shall do so at time of delivery of premises from Landlord to Tenant by a reputable Locksmith company at tenant's sole cost and expense.

TENANT ACCEPTANCE AGREEMENT TO LEASE

This agreement is an amendment to the Lease Agreement (the "Lease") for space in the Shopping Center known as #61- Habersham County Shopping Center, 199 Habersham County Shopping Center, Cornelia, Georgia dated May 16, 2022, by and between **INGLES MARKETS INCORPORATED** as Landlord, **HABERSHAM COUNTY**, as Tenant and Pursuant to the provisions of Article 1.3 of the Lease, Landlord and Tenant hereby mutually agree that:

1. Tenant is in possession of, and has accepted the Premises and Tenant acknowledges that the Premises are satisfactory. The Landlord has no further obligation except items to complete on Exhibit D as listed below:

Premises. Landlord and Tenant acknowledge and agree that Tenant agrees to accept the Premises in an "AS-IS/WHERE-IS" condition. Landlord makes no representation or warranty with respect to the condition of the Premises, and Landlord shall not be required to make any alterations, improvements, and/or repairs to the Premises in order to prepare same for Tenant's continued occupancy pursuant to this Lease, except as follows:

- a) Landlord will initially service, repair or replace the HVAC unit(s) if older than ten (10) years.
- b) Landlord will initially service, repair or replace both restrooms (all fixtures) to bring into working condition.
- c) Landlord will initially repair, seal and/or replace all damaged drywall inside space from leaks and repair roof, if necessary and seal/paint exterior walls, if necessary, to provide water tight space.

2. The Effective Commencement Date of the Lease is hereby agreed to be June 1, 2022.

3. The Rental Commencement Date of the Lease is hereby agreed to be December 1, 2022. Tenant agrees to pay in advance rent per lease agreement, the amount of \$5,964.29 to be applied to December 1, 2022 rent payment and a security deposit, per lease agreement in the amount of \$5,964.29.

4. The Expiration Date of the Lease is hereby agreed to be November 30, 2027.

All other terms and conditions of the Lease are hereby ratified and acknowledged to be unchanged.

Agreed and Executed this 1st day of June, 2022.

LANDLORD:

INGLES MARKETS,
INCORPORATED

By: WR James
Its: VP of Real Estate & Distribution

Shonda E Moore
Witness

TENANT:
HABERSHAM COUNTY

By: Ben R
Its: Commission Chairman

Brandon J. Lane
Witness