

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the 19<sup>th</sup> day of November 2012, by and between Maria D. Powell, (hereinafter called "Seller"); and the City of Sandy Springs, Georgia, a municipal corporation, (hereinafter called "Purchaser").

### WITNESSETH:

1. Purchaser hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following property:

That certain parcel of land known as 102 Johnson Ferry Road, Sandy Springs, Georgia 30328, according to the current system of numbering in Sandy Springs, Fulton County, Georgia land lying and being in Land Lot 88 and 89, of the 17<sup>th</sup> District, of Fulton County and as more particularly described as set forth Exhibit A attached hereto, with such improvements as are located thereon, together with all lighting fixtures, attached thereto, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto, and all plants, trees and shrubbery now a part of the property (herein referred to as the "Property").

2. Purchase Price, Method of Payment. The purchase price for the Property, hereinafter called the "Purchase Price," shall be **Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00)**. The Purchase Price, after crediting the Earnest Money, and subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller by wire transfer to an account designated by Seller or other payment medium acceptable to Seller on the Closing Date.

3. Access and Inspection. Between the date of the execution of this Agreement and the Closing Date, Purchaser shall have the right to enter into the Property and the premises thereon for the purpose of conducting such inspections as are contemplated pursuant to this Agreement.

4. Earnest Money. Prior to or contemporaneously with the execution of this Agreement, Purchaser shall pay to Seller the sum of One Thousand and 00/100 Dollars (\$1,000.00) as an earnest money deposit. All earnest money deposits provided in this Paragraph 5 are herein called the "Earnest Money". On the Closing Date, the Earnest Money and any interest earned thereon shall be applied as part payment of the Purchase Price, in accordance with Paragraph 2 hereof. The Earnest Money shall otherwise be held and disbursed in accordance with the terms and provisions of this Agreement. All interest accruing on the Earnest Money shall in all events be the sole property of Seller.

5. Closing. Subject to the terms if this Agreement, the closing of the purchase and sale of the Property, hereinafter called "Closing," shall be on or before December 31, 2012 at the law offices of closing Attorney as chosen by Purchaser.

  
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6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Purchaser and Seller at Closing, or thereafter if Purchaser and Seller shall agree:

(a) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property, hereinafter called the "Taxes", for the year in which Closing occurs shall be prorated as of the Closing Date. In the event the Taxes for such year are not determinable at the time of Closing, said Taxes shall be prorated as of the Closing Date, based upon the Property's share of the undivided interest in the common elements as defined in the Declaration, and the parties shall re-prorate the Taxes for such year promptly upon the receipt of the tax bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Taxes used as a basis for the proration at Closing and the actual amount of the Taxes for such year. In the event any of the Taxes are due and payable at the time of Closing, the same shall be paid at Closing. If the Taxes are not paid at Closing, Seller shall deliver to Purchaser the bills for the Taxes promptly upon the receipt thereof and Purchaser shall thereupon be responsible for the payment in full of the Taxes within the time fixed for payment thereof and before the same shall become delinquent.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

All prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effected at Closing, except as otherwise provided and as further specified herein.

7. Title.

(a) For the purposes of this Agreement, "good and marketable fee simple title" shall mean such title as is insurable by a title insurance company licensed to do business in Georgia, under its standard form of Georgia owner's policy of title insurance, at its standard rates, subject only to the following, hereinafter called the "Permitted Exceptions": (i) the standard exclusions therein; (ii) ad valorem taxes assessed against the Property not due and payable on or before the Closing Date; (iii) all, if any, easements, rights-of-way and other encumbrances such as encroachment agreements (excluding, however, any liens, security deeds or other financing instruments), and survey matters resulting from construction or completion of the Improvements in accordance with the Plans and Specifications created by Seller prior to or after the execution and delivery of this Agreement which are reasonably necessary or desirable to facilitate construction of the Improvements or are required by any governmental authority or public utility company with respect thereto; (iv) the Declaration; and (v) all matters, if any, waived by Purchaser.

(b) Title Objections. Within thirty (30) days following the execution of this Agreement by all parties, Purchaser shall present Seller with any objections to free and clear title on the Property.

(c) Seller shall have until ten (10) days from the date of Purchaser's initial notice of objections in which to review such notice and, if Seller elects, in which to give Purchaser notice

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of any objections specified therein which Seller does not intend to attempt to cure or otherwise satisfy. If Seller gives Purchaser such notice with respect to any objection specified in Purchaser's initial notice of title objections, then Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice to Seller within ten (10) days after Seller's notice, in which event the Earnest Money shall promptly be refunded to Purchaser and all further rights and obligations of the Parties hereunder shall terminate (provided, however, that Seller shall retain One Hundred Dollars (\$100.00) of the Earnest Money as full and adequate consideration to Seller for this Agreement).

8. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Purchaser the following documents and instruments, all in form and substance reasonably satisfactory to Purchaser and Seller, duly executed by or on behalf of Seller: (i) a limited warranty deed conveying the Project; (ii) a Sellers' affidavit with respect to the Property, qualified to the knowledge of Seller and providing that nothing contained therein shall in any way enlarge or otherwise modify the limited warranty of title given in the deed of conveyance at Closing; and (iii) a legal affidavit from an authorized agent of the Seller as general contractor stating that all labor, materials, fixtures, suppliers, rental equipment, etc. used in making Improvements to the Property have been paid the agreed price in full or the reasonable value thereof or have been waived in writing by the lien claimant.

(b) Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement.

9. Costs of Closing. Seller shall pay the State of Georgia Realty Transfer Tax payable on the transfer of the Property and the Improvements. Purchaser shall pay all recording costs, the cost of all surveys contemplated herein, the premium for any owner's policy of title insurance issued in favor of Purchaser insuring Purchaser's title to the Property, and Purchaser's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the Purchaser. Purchaser shall pay all costs associated with procuring any loans or mortgages on the property.

10. Warranties, Representations. Seller represents, warrants and covenants that:

(a) Seller shall have, at closing, good and marketable fee simple title to the Property, and Seller has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement;

(b) There are no lawsuits pending or threatened against or involving Seller or the Property which affect title;

(c) Seller has not received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property;

(d) On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect or engineer for work, labor or services performed or rendered.

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*[Handwritten initials]*

or for materials supplied or furnished, in connection with the Property for which any such person could claim a lien against the Property or if Seller is indebted to such entity, Seller will save and defend Purchaser from any and all claims relating thereto, and will discharge the lien at Closing in a manner satisfactory to the Purchaser's title insurance company.

(e) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the date hereof and the Closing Date.

(f) Seller warrants to the Purchaser that no hazardous substances are known to exist on the Property.

11. Possession at Closing. Seller shall surrender possession of the Property to Purchaser on the Closing Date.

12. Remedies.

(a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Purchaser under this Agreement, Seller shall retain escrow money as full satisfaction and accord of any claims against Purchaser.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Seller under this Agreement, Purchaser may exercise the following rights and remedies: (i) in the event of any default by Seller, Purchaser shall have the right to terminate this Agreement, the Earnest Money shall be promptly refunded to Purchaser and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) Purchaser shall have the right to sue Seller for specific performance of this Agreement; or (iii) if, and only if, Seller's default is a bad faith refusal by Seller to convey the Property to Purchaser as required by Paragraph 9(a) of this Agreement, then Purchaser shall have the right to sue Seller for specific performance of this Agreement, or Purchaser shall have the right to sue Seller for monetary damages. The inability of Seller to convey good and marketable fee simple title to the Property on the Closing Date shall not constitute a default by Seller under this subparagraph 14(b)(iii) of this Agreement unless such defect arises by reason of an affirmative act or omission to act of Seller.

(c) SEE 12 (c) ON PAGE 8 *with note 11/20/12*

13. Damage or Destruction. If any portion of the Improvements is damaged or destroyed by casualty prior to Closing, Seller shall promptly commence and diligently prosecute to completion the repair of such damage, and the final Closing Date hereunder shall be extended by the number of days reasonably required to repair such damage. If any portion of the Improvements is damaged or destroyed by casualty prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any insurance proceeds actually received by Seller with respect to such casualty and not expended by Seller prior to Closing for the repair or restoration of the Improvements; and (ii) at Closing, Seller shall assign to Purchaser all rights of Seller in and to any insurance proceeds payable thereafter by reason of such casualty.

*Handwritten signature and date: 11/20/12*

14. Condemnation. If all or any material part of the Project is taken by eminent domain proceedings, or if there is the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Purchaser shall have the right, at its option, to terminate this Agreement by giving written Notice to Seller on or before the date ten (10) days after the date upon which Seller gives Purchaser written Notice of such taking, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. In the event of a taking of less than all or a material part of the Project, Purchaser shall have no right to terminate this Agreement by reason of such taking. If all or any part of the Project is taken by eminent domain proceedings prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any awards or other proceeds actually received by Seller with respect to any taking and not expended by Seller prior to Closing for the repair or restoration of the Property; and (ii) at Closing, Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable thereafter by reason of such taking. For the purposes of this Paragraph, a taking shall be deemed to be of a "material" part of the Project only if such taking involves either: (i) the taking of more than twenty (20%) of the parking spaces on the Property; or (ii) the taking of more than ten percent (10%) of the interior space in the Improvements.

15. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller; except that Purchaser may assign this Agreement to an entity (including a corporation, limited liability company or partnership) owned or controlled by Purchaser without the necessity of obtaining the prior written consent of Seller. However, no assignment shall relieve Purchaser of liability for the performance of Purchaser's duties and obligations under this Agreement.

16. Parties. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and assigns.

~~17. Brokerage Commission; Disclosure. Seller shall pay to \_\_\_\_\_ (hereinafter "Broker") a brokerage commission equal to the amount agreed upon between the Seller and Broker. The parties acknowledge that Broker represents the Seller and not the Purchaser in this transaction. It is understood and agreed that no commission shall be due hereunder in the event the Closing does not occur for any reason whatsoever. Seller each hereby indemnifies Purchaser against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Agreement or any cancellation or termination of this Agreement. At Closing, Broker shall execute and deliver a final and unconditional waiver and release of any lien rights it may have against the Property pursuant to the Commercial Real Estate Broker Lien Act, O.C.G.A. 44-14-600, et seq.~~

18. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between

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Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

19. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

21. Time. Time is and shall be of the essence of this Agreement.

22. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

23. Exhibits. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

24. Notices. All notices, requests, demands, tenders and other communications hereunder shall be in writing. Any such notice, request, demand, tender or other communications shall be deemed to have been duly given if personally delivered or on the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below its execution hereof. Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth herein.

25. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the closing herein.

26. Miscellaneous. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or banking holiday, then the time of the period shall be deemed extended to the next day which is not a Saturday, Sunday, or banking holiday.

27. Special Stipulations.

(a) Seller acknowledges that Purchaser's obligation to purchase shall be conditioned upon the receipt of Phase One and, if required, Phase Two Environmental assessment of the Property acceptable to the Purchaser in Purchaser's sole discretion. ~~In the event that the required assessments are not completed prior to the Closing Date, Purchaser may at its option extend the Closing Date and additional sixty (60) days so long as Purchaser is diligently pursuing completion of such assessment.~~ (Should Purchaser determine that the environmental condition of the Property is unacceptable based upon the assessments, Purchaser may terminate the Purchase and Sale Agreement and be refunded the entirety of the Earnest Money deposit, provided Purchaser informs Seller of its intent to terminate the agreement in writing.) The parties agree that upon

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SEE PAGE 8 FOR CONTINUATION OF PARAGRAPH 27(a)

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execution of this Agreement, the City may enter upon the Property for the purposes of conducting the required environmental assessments.

(b) Except as set forth in Special Stipulation (a) above, Seller shall allow Purchaser thirty (30) days from the date of this Agreement to inspect the Property and conduct its due diligence. Should Purchaser deem the property unfit for its use prior to the expiration of the thirty (30) day inspection period, Purchaser may terminate the Purchase and Sale Agreement and be refunded the entirety of the Earnest Money deposit, provided Purchaser informs Seller of its intent to terminate the agreement in writing.

(c) Seller acknowledges that the Purchaser's obligations shall be conditioned upon the City Council of Sandy Springs, Georgia's final approval of the closing of the Property.

(d) Seller acknowledges that the Purchaser's obligations to purchase shall be conditioned upon receipt of an appraisal by the appraiser of Purchaser's choosing which shall reflect the value of the Property as within fair market value. Should Purchaser determine that the appraisal of the Property is unacceptable, Purchaser may terminate the Purchase and Sale Agreement and be refunded the entirety of the Earnest, provided Purchaser informs Seller of its intent to terminate the agreement in writing.

(e) Subject to the express terms of this Agreement, at Closing Purchaser accepts the premises in "as-is" condition.

28. Time for Acceptance. This Agreement shall be regarded as an offer made by the Purchaser on November 14, 2012 to the Seller and is open for acceptance by the Seller on or before 5:00 p.m. Eastern Daylight Savings Time on November 16, 2012. The only manner of acceptance binding upon the Purchaser shall be the execution of this Agreement by the Seller and receipt by the Purchaser of one executed copy on or before 5:00 p.m. on November 16, 2012.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives, all as of the day and year first above written.

SELLER:  
Maria D. Powell

Maria D. Powell

Address:

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

Nov. 19, 2012  
Date Executed

(Signatures Continued on Following Page)

PURCHASER:  
THE CITY OF SANDY SPRINGS, GEORGIA

11-14-12  
Date executed

John McDonough  
By: John McDonough  
Its: City Manager

11/20/12

BROKER:

By:  
Title:

Date executed

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11/21/12

PARAGRAPH 12 (C) IF THE CLOSING OF THE PURCHASE AND SALE OF THE PROPERTY CONTEMPLATED HEREBY IS NOT COMPLETED ON OR BEFORE DECEMBER 31, 2012, THIS AGREEMENT SHALL BE NULL AND VOID.

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PARAGRAPH 29(A) CONTINUED:

"Purchaser shall bear all costs of the environmental assessment(s). Purchaser shall provide Seller at least two (2) days' notice prior to the City entering upon the Property to conduct the assessment(s). Purchaser agrees that the assessment(s) will be performed without causing any interruption, interference or inconvenience to the current Tenant's ongoing business and operations on the Property. Purchaser agrees to indemnify and hold Seller harmless for any and all loss, damage to the Property, death, injuries, or other claims arising as a result of Purchaser and/or the City conducting the assessments. In addition, Purchaser agrees that the assessments shall be maintained confidential and limited solely to Purchaser, Seller and the City, and their respective professionals, unless required to be disclosed by law. Seller shall have the right to be present at the time of environmental testing and to split samples upon Seller's request."

To the extent allowed by law MM  
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Exhibit "A"

All that tract or parcel of land lying and being in Land Lots 88 and 89 of the 17<sup>th</sup> District of Fulton County, Georgia, being Lot 18, Block A of H. V. Powell Subdivision, according to plat which is recorded in Plat Book 46, Page 73, Fulton County records, and being more particularly described as follows:

BEGINNING at a point on the northeastern side of Johnson Ferry Road, nine hundred forty and five tenths (940.5) feet Southeastly as measured along the northeastern side of Johnson Ferry Road (before the widening of said road), from the corner formed by the intersection of the northeastern side of Johnson Ferry Road and the easterly side of Wright Road; said point of beginning also being the dividing line of Lots 17 and 18, said block, subdivision and plat; thence running Southeastly along the northeastern side of Johnson Ferry Road, one hundred (100) feet to an iron pin at the dividing line of Lots 18 and 19, said block, subdivision and plat; thence Northeastly along the dividing line of said Lots 18 and 19, three hundred twenty-one and one tenth (321.1) feet to an iron pin; thence Northwesterly eighty (80) feet to an iron pin at the dividing line of the above mentioned Lots 17 and 18; thence Southwesterly along the dividing line of said Lots 17 and 18, three hundred thirty-six and five tenths (336.5) feet to the Northeastly side of Johnson Ferry Road and the POINT OF BEGINNING.

# Newburger-Andes & Co., Inc.

~Real Estate Investments~

201 Allen Road, Suite 300 - Atlanta, GA 30328

Phone: 404-256-3061 Fax: 404-256-0741

THIS LEASE, made on 12/6/06 by and between Maria D. Powell first party, hereinafter called "Landlord"; and Matt Devine Agency second party, (hereinafter called "Tenant"); and NEWBURGER-ANDES & COMPANY, INC. and Not Applicable third party (hereinafter called "Agent(s)");

1. **PREMISES:** The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit: approximately 2,400 square feet of Office located and being known as 102 Johnson Ferry Road, Atlanta, GA 30328 Fulton. No easement for light or air is included in the Premises, and outside storage is prohibited.

2. **TERM:** To have and to hold the same for a term of approximately Four (4) year(s) and Zero (0) month(s).

*2. PAYMENT*

3. **RENTAL:** (Tenant agrees to pay Landlord, by payments to NEWBURGER-ANDES & COMPANY, INC., Agent of Landlord, who negotiated this Lease, at office of Agent, at 201 Allen Road, Suite 300, Atlanta, GA 30328, promptly on the first (1st) day of each month in advance during the term of this Lease, a base monthly rental of:

\$2,300.00	2/1/07-1/31/08	11.50
\$2,500.00	2/1/08-1/31/09	12.50
\$2,700.00	2/1/09-1/31/10	13.50
\$2,950.00	2/1/10-1/31/11	14.50

*(1,000)*

All monies due to begin the term of this Lease shall be paid by cashier's check or cash only, if Tenant plans to occupy space prior to such time as it may take for a regular check to clear Tenant's bank account. Mid-month move-ins shall be prorated so that the full rental amount will be due on the first (1st) of the month. Tenant expressly agrees to pay said amount each month in advance on the first (1st) day of each month. Tenant understands that there is no grace period and rents remitted after the first of the month are considered delinquent. Rentals and other charges received after the fifth (5th) of the month shall be charged a late charge of five percent (5%) of the delinquent rent or charge. Rentals and other charges received after the fifteenth (15th) of the month accrue a ten percent (10%) late charge, and after the twentieth (20th) a twenty percent (20%) late charge. Any rentals received after the twenty-fifth (25th) day of the month must be accompanied by the following month's rental. A service charge of five percent (5%) shall be assessed on returned checks

*Handwritten calculations:*  
966 x 12 = 11592  
11592 / 11 = 1054  
1054 x 4 = 4216

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MNO

4. VACANCY OR ABANDONMENT OF LEASED PREMISES: Tenant agrees not to abandon or vacate leased premises during the period of this Lease, and agrees to use said Premises for purpose herein leased until the expiration hereof. No vacancy or abandonment of the Premises by Tenant, repossession of the Premises by Landlord or reletting of the Premises by Landlord shall relieve Tenant of Tenant's obligations under the Lease upon default by Tenant. With or without terminating this Lease, Landlord may, at Landlord's option, elect to accelerate all rent due under this Lease, from the date of default through the end of the Lease term, in which event all such sums shall become immediately due and payable by Tenant to Landlord, provided, however, that such payment shall not constitute a penalty or a forfeiture, but shall constitute liquidated damages.

5. USE OF PREMISES: Premises shall be used for Insurance/financial services office purposes. Premises shall not be used for any illegal purpose; nor in any way to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on Premises. Tenant agrees that its occupancy shall not be detrimental to other tenants by reason of odor, smoke, dust, gas, noise or vibration. Tenant shall not under any circumstances, conduct any form of telemarketing either by phone or by mail within the leased premises. Number of personnel in Premises shall not exceed county code requirements. Tenant agrees to have all employees' vehicles parked in area designated by Landlord, allowing for customer usage where and when such parking is available. Landlord may take whatever action necessary to enforce these restrictions including, but not limited to, cancellation of the Lease. **SMOKING OF ANY TYPE SHALL NOT BE PERMITTED WITHIN THE LEASED PREMISES AT ANY TIME.**

6. CANCELLATION OF LEASE BY LANDLORD/TENANT DEFAULT: It is mutually agreed that in the event the Tenant shall default in the payment of rent, including additional rent, herein reserved, when due, and fails to cure said default immediately after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, and not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant, whereupon this Lease shall end. After an authorized assignment of the entire Premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

In the event of such default (which includes non-payment of rent), re-entry, expiration and/or dispossession by summary proceedings or otherwise all rents and other charges shall become due thereupon and be paid

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LANDLORD

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TENANT

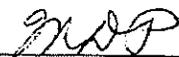
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up to the time of such re-entry, dispossession and/or expiration and Landlord may relet the demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Lease Term and Tenant shall also pay Landlord, as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, for each month of the period which would otherwise have constituted the balance of the Lease Term, any deficiency between (i) the sum of one monthly installment of minimum rent and all charges that otherwise would have become due and (ii) the net amount, if any, of the rents collected on account of the lease of the demised Premises for the balance of the Lease Term or if not reletted, then in that event the Tenant shall pay the reasonable rental value, based upon prevailing market conditions, for which the demised Premises could be reletted, plus estimated brokerage fees and other associated costs which would be incurred by Landlord.

**7. HOLDING OVER/TENANCY AT SUFFERANCE:** If Tenant remains in possession of the Premises after expiration of the term of this Lease, without any distinct written agreement by Landlord, Tenant shall be and become a Tenant At Sufferance, and there shall be no renewal or extension of this Lease by operation of law. In the event Tenant remains on the Premises after the expiration term of this Lease, without a written agreement with Landlord, Tenant agrees to pay to Landlord a rental of \$100.00 per day for each and every day Tenant remains on the Premises. In the event that rental is in excess of \$1,000.00 per month, Tenant shall pay \$100.00 per day in addition to said monthly rental.

**8. TAX ESCALATIONS:** Tenant shall pay upon demand, as additional rental during the term of this Lease and any extension or renewal thereof, the amount by which all taxes (including, but not limited to, ad valorem taxes, special assessments and any governmental charges) and operating expenses of the real estate and improvements of which the premises are a part, based on the taxes and operating expenses for each tax year exceeding all taxes on the Premises for the tax year 2007. (The Tenant's proportionate part shall be that percentage of the Tenant's leased area of rentable floor area of the entire premises.) As used herein, "operating expenses" shall be construed to mean insurance and the cost of labor, materials and services for the operating and maintenance of the improvements of which the premises are a part. The amount of the additional payments to be made by Tenant as above said shall be estimated based on the increase in said taxes and operating expenses. In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire property assessed. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis of determining the pro rata share, if any, to be paid by Tenant for the portion of the least Lease year. Tenant's pro rata portion of increased taxes or share of excess cost of fire and extended coverage and liability insurance as provided herein, shall be payable immediately after receipt of notice from Landlord or Agent as to the amount due. The Agent's commission shall not apply to any such additional rental resulting from the provisions of this paragraph unless billing and collection thereof is handled by Agent at the request of the Landlord. Any tax and/or operating increases which may become due in the future shall, upon demand, be converted to monthly payments and added to the Lease monthly payments and Tenant agrees to pay for same.

**9. INSURANCE:** Tenant shall carry fire and extended coverage insurance insuring its interest in Tenant's improvement in the leased Premises and its interest in its office furniture, equipment, supplies, inventory, fixture and personal property therein. Such insurance will not be terminated or cancelled without thirty (30) days prior notice to Landlord by the carrier of such insurance. The carrier of such insurance shall waive all right of recovery by way of subrogation against Landlord. Landlord and Tenant hereby waive any rights of action each against the other for loss or damage covered by an insurance which either party carries on the leased Premises.

  
\_\_\_\_\_  
LANDLORD  


At all times during the term of this Lease, Tenant shall keep in effect with insurance companies satisfactory to Landlord and legally authorized to transact business in Georgia and maintaining an office or agency in the State of Georgia, Workman's Compensation Insurance as required by the State of Georgia, public liability insurance, in the name of and for the benefit of Landlord and Tenant, including personal injury liability insurance, in the amount of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. All public liability policies and certificates of insurance shall name Landlord as an additional insured and shall provide that all Landlord's losses, to the limit of the policy, will be indemnified and all liability claims against Landlord resulting from Tenant's business will be defended by Tenant, or its insurance carrier at no cost to Landlord. Tenant shall promptly deliver to Landlord all such certificates of insurance and they shall be held by Landlord. Tenant agrees that it shall not cancel any of the above mentioned policies, or allow any policy to lapse without delivering to Landlord a certificate indicating equal or greater coverage written by an insurance company acceptable to Landlord.

**10. PETS:** Tenant shall have no pets or animals in Premises without prior written consent of Landlord. Any damages to Premises because of pets will be cured at Tenant's sole expense and Landlord shall in no way be liable.

**11.** Tenant shall not, without prior written Landlord consent, allow any type of combustible engine to be placed inside Premises.

**12. REPAIRS BY LANDLORD:** Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors), and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence of Tenant, its agents, employees, or invitees. Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. **Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.**

**13. REPAIRS AND MAINTENANCE BY TENANT:** Tenant accepts the leased premises in its present condition and as suited for the uses intended by Tenant. Tenant shall have HV/AC serviced twice yearly by a certified HV/AC company. Tenant shall keep ALL service records for owners review.

**14. OUTSIDE STORAGE/USAGE:** Tenant agrees that there shall be no outside storage of any kind, including but not limited to trailers, wiring, cardboard, boxes, wood pallets, containers or any vehicles or items of any kind, further, in the event that items are found outside of the Premises, then these items shall be removed by Landlord and Tenant will be subject to a minimum fine of \$150.00 for said removal, to be paid upon notice from Landlord. Tenant shall not conduct business of any type outside of Premises, including, but not limited to, painting, nor shall Tenant allow any outside activity which may disturb other tenants or damage property.

**14A. BUSINESS REGISTRATION AND LICENSE:** Tenant accepts the responsibility to obtain a business registration in their name according to county codes and any other certificates that may be required at such time. All county requirements for approval, including, if applicable, compliance with zoning rules and regulations governing the business location, inspections, architectural lay-outs and any other additional information requested, their fees and charges shall be the sole responsibility of the tenant.

  
\_\_\_\_\_  
LANDLORD  
  
\_\_\_\_\_  
TENANT  
\_\_\_\_\_  
AGENT

**15. ATTORNEY'S FEES AND HOMESTEAD:** If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord his homestead and exemption.

**16. RIGHTS CUMULATIVE:** All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

**17. SERVICE OF NOTICE:** Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of leased premises at the time, or occupying said Premises; and if no person is in charge of, or occupying said Premises, then such service or notice may be made by attaching the same to the main entrance of said Premises. Notice deposited in the mail in the manner herein described shall be deemed given upon delivery, receipt or attachment to the door of the main entrance to the Premises, as the case may be. In the event delivery by mail cannot be made or is refused, the date of mailing shall be deemed to be the date of notice.

**18. SECURITY DEPOSIT:** Tenant has deposited with Landlord the sum of \$2,950.00 in an interest bearing trust account by Landlord, without liability for interest to Tenant, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease. Should any rent or any other amount due Landlord hereunder be overdue and unpaid, then Landlord may, at its option, appropriate and apply all or a portion of said deposit to the payment of any overdue rent or other amount. Tenant shall, upon written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said Security Deposit to its original sum, at anytime Landlord makes such appropriation. In no event shall the Security Deposit held by Landlord be construed as the last month's rent or be considered as payment in lieu of the last month's rent. The Security Deposit will be fully refundable only after Tenant has vacated the Premises in the manner provided in the Lease, and only to the extent that it exceeds such amounts as are necessary in Landlord's discretion to remedy Tenant's defaults in the payment of any sums due, to repair damages to the Premises caused by Tenant's neglect or misuse, or the neglect or misuse or fault of any guests or any person on the premises through and under Tenant, including, without limitation, Tenant's family, agents, domestic help, employees or invitees, exclusive of ordinary wear and tear, or, to clean such premises to restore it to the condition at Tenant's occupancy, including all appliances, carpeting and floor covering, balconies, windows, etc. In the event of any damages to the Premises or any part thereof as to which Tenant is responsible hereunder, Landlord may, at its option, repair such damage, and, in addition to any other remedies hereunder, apply such amounts toward payment of the costs of such repair. In the event that such amounts shall be applied in such a manner, Tenant agrees that within ten (10) days of written demand from Landlord, Tenant shall deposit with Landlord an amount sufficient to restore the Security Deposit to the original amount deposited hereunder and failure to do so shall be considered a default. A failure to restore the Security Deposit shall be a rent default under the Lease. The Security Deposit shall also apply to replacement of lost keys or locks changed by Tenant. Landlord shall not be obligated to hold the Security Deposit in a special account, nor shall Landlord be held accountable to Tenant for interest, if any, earned upon said sum, nor shall Landlord be under restriction with respect to the use of said deposit. If Landlord shall sell the property containing the Premises, Landlord shall have the right to transfer the Security Deposit in a manner provided for by law to the vendee for the benefit of Tenant, and Landlord shall thereupon be released by Tenant from all liability for the return of such security. Upon vacating of the Premises, Tenant shall furnish written notice to Landlord of the address to which Tenant is relocating. All refunds to which Tenant is entitled under this Lease shall be mailed to such address. In the event Tenant fails to furnish Landlord with a new address, all notifications or refunds shall be mailed to Tenant's last known address.

  
\_\_\_\_\_  
LANDLORD  


19. **DEFINITIONS:** Notwithstanding anything contained herein to the contrary, "Free Rent" as used in this Lease, shall mean the Base Rent for the month(s) in which free rent is to be given, which rental will be deferred until the end of the Lease Term and, provided that all other rents and other charges provided for in the Lease have then been paid, then such deferred rent will thereupon be waived by the Landlord. However, in the event of a default under this Lease by the Tenant, such deferred rental payments shall, at the option of the Landlord, be immediately due and payable. Common Area Maintenance charges, water/sewer charges, utility, tax and insurance charges shall not be considered as free/deferred rent and shall at all times be due and payable as herein defined.

The following Exhibits are attached hereto and made a part hereof.

**Exhibit 'A':** Tenant Information Form  
**Exhibit 'B':** Disclosure Statement  
**Exhibit 'C':** Commission Agreement  
**Exhibit 'D':** Tenant Remodeling/Repairs Authorization  
**Exhibit 'E':** Personal Guarantee  
**Exhibit 'F':** Rules and Regulations  
**Exhibit 'G':** Copy of Driver's License

20. **SPECIAL STIPULATIONS:** In so far as the following special stipulations conflict with any of the foregoing provisions, the following shall control:

1) Tenant has 1st right of refusal to purchase the property at 90 & 102 Johnson Ferry Road. Price & terms to be negotiated between buyer & seller. Tenant may enter into purchase negotiations at any time during this lease.

2) Landlord grants tenant the months of 3/07 – 6/07 at one half base rent. Total rent due for said months equals \$1,150.00 per month.

  
\_\_\_\_\_  
LANDLORD  


This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

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

\_\_\_\_\_  
WITNESS

LANDLORD: Maria D. Powell

\_\_\_\_\_  
NOTARY PUBLIC

BY: Maria D. Powell  
Maria Powell

TENANT: Matt Devine Agency

\_\_\_\_\_  
WITNESS

BY: Matt Devine  
Matt Devine

\_\_\_\_\_  
NOTARY PUBLIC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
CORPORATE SEAL AFFIXED

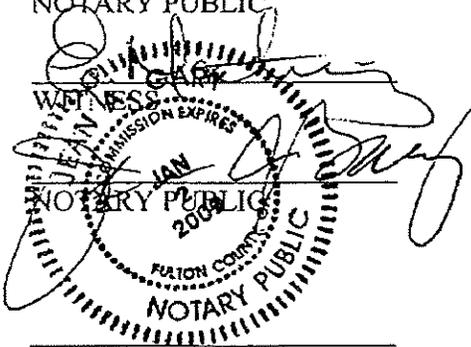
\_\_\_\_\_  
WITNESS

AGENT: Newburger-Andes & Co., Inc.

\_\_\_\_\_  
NOTARY PUBLIC

BY: \_\_\_\_\_  
David M. Andes

SALESPERSON(S): Mark Stenzel



BY: \_\_\_\_\_  
Mark Stenzel

BY: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

OUTSIDE AGENT: Not Applicable

\_\_\_\_\_  
NOTARY PUBLIC

BY: \_\_\_\_\_

**EXHIBIT 'A' TENANT INFORMATION FORM**

COMPANY NAME Matt Devine Agency		
PRESENT ADDRESS		
CITY	STATE	ZIP
FEDERAL ID NUMBER:	BUSINESS TYPE: Insurance/financial services office	BUSINESS AGE:
PRESENT LANDLORD		PHONE
COMPANY OWNER (NAME)		SIGNING LEASE
NAME Matt Devine		TITLE Owner
HOME ADDRESS: 3202 Parkview I		
CITY, STATE, ZIP: Alpharetta, GA		
If person signing lease is not local, give address, etc. of person to contact in the Atlanta area.		
NAME		
HOME ADDRESS		
CITY	STATE	ZIP
PRESENT BUSINESS ADDRESS		
CITY	STATE	ZIP
IN CASE OF EMERGENCY Bill Devine (7) 262-4299		
COMMENTS		
I certify that the above information is true and correct to the best of my knowledge.		
Tenant's Signature <i>Bill Devine</i>		Date 12/11/06

E-MAIL: devinem07@yahoo.com

WEB SITE: \_\_\_\_\_

CAR PHONE: 404-213-9772

HOME PHONE: \_\_\_\_\_

ALTERNATE PHONE: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

PAGER: \_\_\_\_\_

**EXHIBIT 'B' DISCLOSURE STATEMENT**

PROPERTY LOCATION: 102 Johnson Ferry Road, Atlanta, GA 30328

Pursuant to Georgia Real Estate Commission Regulation 520-1-.08, Newburger-Andes & Co., Inc. makes the following disclosures:

I. Newburger-Andes & Co., Inc., represents:

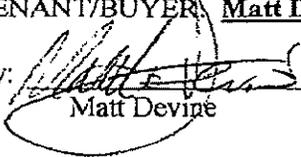
- (a) the Tenant/Buyer exclusively
- (b) the Landlord/Seller exclusively
- (c) the Tenant/Buyer and Landlord/Seller jointly and such dual agency is expressly consented to by the parties by their execution hereof.

II. Newburger-Andes & Co., Inc. shall receive its compensation from:

- (a) the Tenant/Buyer exclusively
- (b) the Landlord/Seller exclusively
- (c) both the Tenant/Buyer and Landlord/Seller and such payment is expressly consented to by the parties by their execution hereof.

*\*Outside Agent (Not Applicable), in this transaction represents the Tenant/Buyer exclusively and is compensated by the Landlord/Seller.*

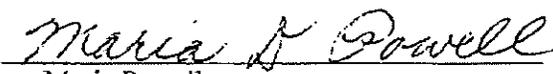
TENANT/BUYER: Matt Devine Agency

By:   
Matt Devine

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

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

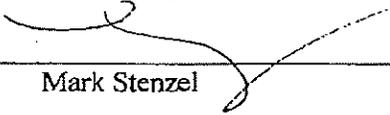
LANDLORD/SELLER: Maria D. Powell

By:   
Maria Powell

AGENT: Newburger-Andes & Co., Inc.

By: \_\_\_\_\_  
David M. Andes

SALESPERSON: Mark Stenzel

By:   
Mark Stenzel

OUTSIDE AGENT: Not Applicable

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

**EXHIBIT 'D' TENANT REMODELING/REPAIRS AUTHORIZATION**

ITEM #	ITEM	SPECIFIC INSTRUCTIONS
1	HV/AC	Check and service
2	PAINTING	Upstairs & kitchen area
3	WALLS	Not Applicable
4	DOORS	Not Applicable
5	CARPET	Entire premises except vinyl tile in kitchen
6	CEILING	Not Applicable
7	LIGHTS	Not Applicable
8	ELECTRICAL	(excluding light bulbs) Not Applicable
9	LOCKS	Not Applicable
10	CLEANING	Not Applicable
11	GLASS	Not Applicable
12	PLUMBING	Not Applicable
13	MISCELLANEOUS	Not Applicable

APPROXIMATE ESTIMATE: Not Applicable

BID ATTACHED No

IS THIS SPACE ON LOCKBOX? Yes

IF NO, CALL Matt Devine TO GET IN AT \_\_\_\_\_ OR \_\_\_\_\_

**Exhibit 'E' Personal Guarantee**

TO LEASE DATED 12/6/06  
BETWEEN Maria D. Powell as Landlord  
AND Matt Devine Agency as Tenant  
AND Newburger-Andes & Co. and Not Applicable as Agent(s)  
FOR PREMISES KNOWN AS: 102 Johnson Ferry Road, Atlanta, GA 30328

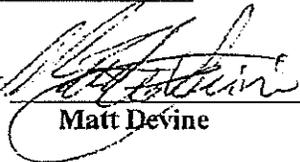
In consideration of the letting of the premises within mentioned to the within named Tenant and in further consideration of the sum of One (\$1.00) Dollar to the undersigned paid by Landlord, receipt of which is hereby acknowledged, the undersigned hereby covenants and agrees to and with Landlord, and the said Landlord's legal representatives, successors, and assigns, that if default shall at any time be made by Tenant in the payment of rent or the performance of the covenants contained within the lease on Tenant's part to be paid or performed, the undersigned will well and truly pay the said rent or any arrears thereof that may remain due unto Landlord, and also all damages that may arise in consequence of the non-performance of said covenants, or any of them, without requiring notice of any such default from Landlord, and this liability of the undersigned shall continue notwithstanding any forbearance, waiver, or any amendment of the lease or the insolvency or bankruptcy of Tenant. The undersigned, for himself, his heirs, executors, and assigns, hereby expressly agrees that the said Landlord, its successors or assigns, may make such changes, as may be agreed upon between Tenant and Landlord with respect to any of the terms, covenants, conditions, agreements, or provisions of the lease without notice to or consent from the undersigned as guarantor.

The undersigned hereby further covenants and agrees with Landlord, its successors, and assigns, that the undersigned may be joined in any action against Tenant in connection with said lease, and that recovery may be had against undersigned in such action or any independent action against the undersigned without Landlord having first exhausted any remedy or claim against Tenant, its successors or assigns.

It is understood that other agreements similar to this agreement may be executed by any other persons with respect to the lease. This agreement shall be cumulative of any such other agreements and the liabilities and obligations of the undersigned hereunder shall in no event be effected or diminished by reason of such other agreement. This agreement shall be binding upon the undersigned and the successor, heirs, executors, and administrators of the undersigned, and shall inure to the benefit of Landlord and its successors and assigns.

SIGNED, SEALED AND DELIVERED Tuesday, December 12, 2006.

\_\_\_\_\_  
UNOFFICIAL WITNESS

BY:   
\_\_\_\_\_  
Matt Devine

\_\_\_\_\_  
NOTARY PUBLIC

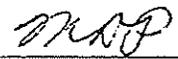
HOME ADDRESS: 3202 Parkview Ln  
Alpharetta, GA 30005  
SS# 180-58-6627

BY: \_\_\_\_\_

BY: \_\_\_\_\_

RULES AND REGULATIONS FOR ALLEN ROAD

1. The sidewalks, entry passages, corridors, halls, elevators and stairways shall not be obstructed by tenants, or used by them for any purpose other than those of ingress and egress. The floors, and skylights and windows that reflect or admit light into any place in said building, shall not be covered or obstructed by tenants. The water closets and other water apparatus, shall not be used for any other purpose than those for which they were constructed, and no sweepings, rubbish or other obstructing substances shall be thrown therein. Any damage resulting to them, or to heating apparatus, from misuse, shall be borne by tenants who, or whose clerks, or servants, shall cause it.
2. No advertisement, or other notice, shall be inscribed, painted or affixed on any part of the outside or inside of said building, except upon the glass doors and windows, and of such order, size and style, as well as at such places as shall be designated by Landlord. Exterior signs on windows and interior signs on glass doors will be installed for tenants by Landlord, the cost of the installation to be charged to and paid for by tenants.
3. No tenant shall do, or permit to be done, in said premises, or bring or keep anything therein, which shall, in any way, increase the rate of fire insurance on said building, or on property kept therein, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any part thereof, or conflict with any of the rules and ordinances of the Board of Health. Tenants, their clerks and servants, shall maintain order in the building, shall not make or permit any improper noise in the building, or interfere in any way with other tenants or those having business with tenants. Nothing shall be thrown by tenants, their clerks or servants, out of the windows or doors, or down the passages or skylights of the building. No rooms shall be occupied or used as sleeping or lodging apartments at any time. No part of the building shall be used or in any way appropriated for gambling, immoral or other unlawful practices, and no intoxicating liquor or liquors shall be sold in said building.
4. Tenants shall not employ any persons other than the janitors of Landlord (who will be provided with pass-keys into the offices) for the purpose of cleaning or taking charge of said premises.
5. No animals, birds, bicycles, or other vehicles, shall be allowed in the offices, halls, corridors, elevators or elsewhere in the building.
6. All tenants and occupants shall observe strict care not to leave their windows open when it rains or snows and, for any fault or carelessness in any of these respects, shall make good any injury sustained by other tenants, and to Landlord for damage to paint, plastering or other parts of the building, resulting from such default or carelessness. No painting shall be done, no shall any alterations be made, to any part of the building by putting up or changing any partitions, doors or windows, nor shall there be any nailing, boring or screwing into the woodwork or plastering, nor shall any connection be made to the electric wires or gas or electric fixtures, without the consent in writing on each occasion of tenant. All glass locks and trimmings in or upon the doors and windows of the building shall be kept whole and, when any part thereof shall be broken, the same shall be immediately replaced or repaired and put in order under the direction, and to the satisfaction, of Landlord, and shall be left whole and in good repair. Tenants shall not injure, overload or deface the building, the woodwork or the walls of the premises, nor carry on upon the premises any noisome, noxious, noisy or offensive business.
7. No more than one key for each office will be furnished tenants without charge. No additional locks or latches shall be put upon any door without the written consent of Landlord. Tenants, at the termination of their lease of the premises, shall return to Landlord all keys to doors in the building.
8. Landlord, in all cases, retains the power to prescribe the weight and position of iron safes or other heavy articles.
9. The use of burning fluid, camphene, alcohol, benzine, kerosene, or anything except gas or electricity for lighting said premises, is prohibited. No offensive gases or liquids will be permitted.
10. If tenants desire covering over the windows, they must be of such shape, color and material as may be prescribed by Landlord, and shall be erected with Landlord's consent and at the expense of said tenants. No awnings shall be placed on said building.
11. If tenants require wiring for a bell or buzz system, such wiring shall be done by the electrician of the building only, and no outside wiring men shall be allowed to do work of this kind unless by the written permission of Landlord, or its representatives. If telegraph or telephonic service is desired, the wiring for same shall be done as directed by the electrician of the building, or by some other employee of Landlord, who may be instructed by the Superintendent of the building to supervise same, and no boring or cutting for wiring shall be done unless approved by Landlord or its representatives, as stated. The electric current shall not be used for power or heating unless written permission to do so shall first have been obtained from Landlord, or its representatives in writing, and at an agreed cost to tenants.

  
\_\_\_\_\_  
LANDLORD  
  
\_\_\_\_\_  
TENANT  
\_\_\_\_\_  
AGENT

**LEASE AMENDMENT**  
**DATED: January 3, 2011**

State of GEORGIA  
County of Fulton

**THIS AGREEMENT** is entered into by and between Maria D. Powell ("Landlord"), and Matt Devine Agency ("Tenant"), and Newburger-Andes & Company, Inc. & Not Applicable ("Agent(s)").

**WITNESSETH**

**WHEREAS**, Maria D. Powell is the Landlord and Matt Devine Agency is the Tenant under a certain lease agreement dated 12/6/06 for the premises known as 102 Johnson Ferry Road, Atlanta, GA, 30328, and,

**WHEREAS**, the parties wish to amend the above Lease Agreement effective immediately as follows:

**\*MONTHLY BASE RENTAL** – shall be as follows:

\$0.00 2/1/11 - 2/28/11  
\$1,580.00 3/1/11 - 2/28/14

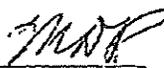
**\*MONTHLY ADDITIONAL CHARGES** – shall be as follows:

- (a) The **WATER / SEWER** charge: Paid by the Tenant
- (b) The **COMMON AREA MAINTENANCE** charge: Inc. in Base rent
- (c) The **SECURITY PATROL** services: Not Applicable
- (d) The **UTILITIES** charge: Paid by the Tenant
- (e) The **Tax** charge: Not Applicable
- (f) The **insurance** charge: Not Applicable

**\*SERVICE OF NOTICE** – shall be as follows:

- (a) All notices required to be given to LANDLORD hereunder shall be requested to the following address:

LANDLORD:                      Maria D. Powell  
    442 ABC Hickory Trail  
    Dawsonville, GA 30534

  
\_\_\_\_\_  
LANDLORD  
  
\_\_\_\_\_  
TENANT

\_\_\_\_\_  
AGENT

**EXHIBITS:** The following Exhibits are attached hereto and made apart hereof by this reference.

EXHIBIT "A": Tenant Information Form

**SPECIAL STIPULATIONS:**

- This agreement is contingent upon all charges being up to date.

- Per your original lease, if Tenant remains in possession of the Premises after expiration of the term of this Lease, without any distinct written agreement by Landlord, Tenant shall be and become a Tenant At Sufferance, and there shall be no renewal or extension of this Lease by operation of law. In the event Tenant remains on the Premises after the expiration term of this Lease, without a written agreement with Landlord, Tenant agrees to pay to Landlord a holdover of \$100.00 per day for each and every day Tenant remains on the Premises. Tenant shall pay tax/insurance escalations upon as additional rental during the term of the lease and any extension or renewal.

1) If tenant renews this lease beyond the above stated dates then landlord is no longer obligated to pay a monthly commission to Newburger-Andes & Company

  
\_\_\_\_\_  
LANDLORD  
  
\_\_\_\_\_  
TENANT

\_\_\_\_\_  
AGENT

**Exhibit "C" COMMISSION AGREEMENT**

THIS AGREEMENT, made 12/6/06, by and between Maria D. Powell (hereinafter called "Landlord"), and Newburger-Andes & Co., Inc. and Not Applicable (hereinafter called "Agents");

WHEREAS, on 12/6/06, Landlord and Matt Devine dba Allstate Insurance (hereinafter called "Tenant") entered into a Lease Agreement covering the premises known as 102 Johnson Ferry Road, Atlanta, GA 30328 (hereinafter the "Leased Premises"); the parties hereto do agree to the following compensation:

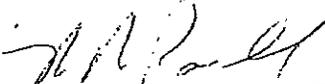
**NEWBURGER-ANDES' COMMISSION:** The first month's rental for which Tenant is required to pay under the lease, if the term of the Lease is for one (1) year or longer; and five percent (5%) of all rentals, tax, insurance, water/sewer and common area maintenance received, and Landlord, with consent of Tenant, hereby assigns to Agent aforesaid commission collected by Agent. If the term of this Lease is extended, renewed, a tenancy at will is created, or new lease is entered into between Landlord and Tenant covering leased premises, or any part thereof, or covering any other premises as an expansion of, or substitute for, the premises herein leased, then in any of said events Landlord in consideration of Agent's having procured Tenant hereunder, agrees to pay Agent five percent (5%) of all rentals received, under such extension, renewal, tenancy at will, amendment, or new lease. (Agent agrees that, in the event Landlord sells leased premises that upon Landlord's furnishing Agent with an agreement signed by Purchaser assuming landlord's obligations to Agent under this lease, Agent will release Landlord from any further obligations to Agent hereunder). Tenant agrees that if this lease is validly assigned by him that he will secure from assignee an agreement in writing by assignee recognizing assignment held by Agent and agreeing to pay rental to Agent herein named during the term of this lease. Agent is a party to this contract solely for the purpose of enforcing his rights under this paragraph and it is understood by all parties hereto that Agent is acting solely in the capacity as agent for Landlord, to whom Tenant must look as regards all covenants, agreements and warranties herein contained, and that Agent shall never be liable to Tenant in regard to any matter which may arise by virtue of this lease. Voluntary cancellation of this lease shall not nullify Agent's right to collect the commission due for the remaining term of this lease. In the event that the premises are condemned or sold under threat of and in lieu of condemnation, Agent shall, on the date of receipt by Landlord of the condemnation award or sale proceeds, by paid Agent's commission, reduced to its present cash value at the then existing legal prime rate of interest, which would otherwise be due to end the term contracted for. Agent will make no claim against Tenant for commission. No commission under this Agreement shall be due and payable by Landlord unless and until Landlord actually receives and collects the monthly rental from Tenant upon which such commission payments from Landlord are based.

**OUTSIDE AGENT COMMISSION:** In the event Tenant is procured through or with the assistance of an outside Broker, Landlord shall pay to Newburger-Andes a procurement fee of one-half (1/2) of the average base months rental plus first month's water/sewer and common area maintenance charge and a commission of two-and-one-half percent (2.5%) of all base rentals paid by Tenant and five percent (5%) of all tax, insurance, and common area maintenance and water/sewer costs collected. The Landlord shall pay the Outside Agent a commission of the first month's base rent plus 5% of all base rentals received paid over the term, including all expansions, extensions and renewals.

AGENT: Newburger-Andes & Co., Inc..

BY: \_\_\_\_\_  
DAVID M. ANDES

LANDLORD: Maria D. Powell

BY:   
\_\_\_\_\_  
Russ Powell

SALESPERSON: Mark Stenzel

BY:   
\_\_\_\_\_  
Mark Stenzel

OUTSIDE AGENT: Not Applicable

BY: \_\_\_\_\_

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Lease Agreement and any subsequent amendments shall remain the same and the parties hereto do hereby ratify the Lease Agreement.

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

LANDLORD: Maria D. Powell

\_\_\_\_\_  
Witness

By: Maria D. Powell  
~~Russ Powell~~

\_\_\_\_\_  
Notary Public

TENANT: Matt Devine Agency

\_\_\_\_\_  
Witness

By: Matt Devine  
Matt Devine

\_\_\_\_\_  
Notary Public

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

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

AGENT: Newburger-Andes & Company, Inc.

\_\_\_\_\_  
Witness

By: David M. Andes  
David M. Andes

\_\_\_\_\_  
Notary Public

Salesperson: Mark Stenzel

\_\_\_\_\_  
Witness

By: Mark Stenzel  
Mark Stenzel

\_\_\_\_\_  
Notary Public

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



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LEGAL DESCRIPTION FOR  
90 JOHNSON FERRY RD

All that tract or parcel of land lying and being in Land Lot 88 of the 17th District of Fulton County, Georgia, being known as Lot No. 17 of Block A of the H.V. Powell Subdivision as per survey of the same by J.B. Carey, Surveyor, dated January 17, 1948, and more particularly described as follows:

BEGINNING at an iron stake on the northeast side of Johnson Ferry Road, 840.5 feet southeast, as measured along the northeast side of Johnson Ferry Road, from the intersection of the northeast side of Johnson Ferry Road with the southeastern side of Wright Road; running thence southeast along the northeast side of Johnson Ferry Road, 100 feet to the northwest corner of Lot 18 of said subdivision; thence northeast along the northwest side of Lot 18, 336.5 feet to an iron stake and the southeast corner of Lot 16, said subdivision; running thence southwest along the southeast line of Lot 16, 334.6 feet to the northeast side of Johnson Ferry Road and the POINT OF BEGINNING, being improved property known as 90 Johnson Ferry Road, according to the present system of numbering houses in Fulton County, Georgia

03 08 91 01:04 PM 701

part, hereinafter called Grantor, and D. POWELL, as parties of the second party, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One (\$1.00) Dollar in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 88 and 89 of the 17th District of Fulton County, Georgia, being Lot 18, Block A of H. V. Powell Subdivision, according to plat which is recorded in Plat Book 46, page 73, Fulton County Records, and being more particularly described as follows:

BEGINNING at a point on the northeasterly side of Johnsons Ferry Road, nine hundred forty and five tenths (940.5) feet southeasterly as measured along the northeasterly side of Johnsons Ferry Road (before the widening of said road), from the corner formed by the intersection of the northeasterly side of Johnsons Ferry Road and the southeasterly side of Wright Road; said point of beginning also being the dividing line of Lots 17 and 18, said block, subdivision and plat; thence running southeasterly along the northeasterly side of Johnsons Ferry Road, one hundred (100) feet to an iron pin at the dividing line of Lots 18 and 19, said block, subdivision and plat; thence northeasterly along the dividing line of said Lots 18 and 19, three hundred twenty-one and one tenth (321.1) feet to an iron pin; thence northwesterly eighty (80) feet to an iron pin at the dividing line of the above mentioned Lots 17 and 18; thence southwesterly along the dividing line of said Lots 17 and 18, three hundred thirty-six and five tenths (336.5) feet to the northeasterly side of Johnsons Ferry Road and the point of beginning.

Except that part of the above described property lying within the right of way of Johnsons Ferry Road, after the widening of said road.

The above-described property is conveyed subject to an indebtedness evidenced by a certain note dated September 2, 1976, in favor of Decatur Federal Savings and Loan secured by a Deed to Secure Debt of even date therewith recorded in Deed Book 6551, Page 156, Fulton County Records, which the grantee herein assumes and agrees to pay in accordance with the terms thereof.

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LEGAL  
DESC.  
FOR  
JOHNSON  
FERRY RD.

BOOK 9482 PAGE 110

(4)  
HESTER

1/2" CRIMP-TOP FOUND

1/2" REBAR FOUND

S 39°-29'-36" E  
76.09'

90

(17)

P.B. 46  
PAGE 73

(18)

H. R. & M. D. POWELL  
NOW OR FORMERLY

D.B. 9482  
PAGE 439,440

PO JOHNSON  
FERRY

0.608 ACRES  
26,488 SQ. FT.

(#2)

N 52°-16'-22" E  
309.49'

S 48°-20'-4W  
301.48'

INSERT "B"

This plat is for closure accurate with

A TOPCON GTS was used to angular measurements

In my opinion is not in

IF MY OPINION IS CORRECT RE-LAND PLATT PREPARED IN THE MINIMUM REQUIREMENTS

POLE

27.7 ±

52.7' 1-STORY FRAME

G FRAME FENCE

S 48°-20'-4W  
30.09'

R/W

0.31'

N.T.S.

27' 24' 7' 28.7' 10.8'

108.90'

49.41'

END FENCE

APPROX. L.L.L. MATCH (SEE SH.#1)

R=1478.55'



FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the \_\_\_ day of December 2012, by and between Maria D. Powell, (hereinafter called "Seller"); and the City of Sandy Springs, Georgia, a municipal corporation, (hereinafter called "Purchaser").

W I T N E S S E T H:

WHEREAS, the parties entered into that certain Purchase and Sale Agreement, dated November 19, 2012 (hereinafter "Purchase and Sale Agreement") regarding a certain parcel of land located at 102 Johnson Ferry Road, Sandy Springs, Georgia, Land Lot 88 and 89 of the 17<sup>th</sup> District of Fulton County, Georgia pursuant to the current system of numbering (hereinafter the "Property"); and

WHEREAS, the Property is encumbered by that certain Lease Agreement between Maria D. Powell as Landlord and Matt Devine Agency as Tenant and Newberger-Andes & Company as Agent, dated December 6, 2006 and amended January 3, 2011 (hereinafter the "Lease") a copy of said Lease as amended is attached hereto as Exhibit "A" and incorporated herein as if set out in full; and

WHEREAS, the parties desire to clarify certain issues regarding the Lease in referenced to the Purchase and Sale Agreement, the parties agree as follows:

1. The parties agree that the Purchase and Sale Agreement shall be amended to include the following as a new Paragraph 28:

28. Lease Agreement.

(a) The Property is encumbered by that certain Lease Agreement between Maria D. Powell as Landlord and Matt Devine Agency as Tenant and Newberger-Andes & Company as Agent, dated December 6, 2006 and amended January 3, 2011 (hereinafter the "Lease")

(b) Purchaser acknowledges the Lease and agrees to accept and honor the terms of the Lease provided that Seller delivers to Purchaser not less than ten (10) days prior to Closing, those certain documents set forth in subsections (c) – (h) below.

(c) Seller shall provide an Assignment of the Lease to the Purchaser in a form acceptable to Purchaser which shall include and acknowledgement of such assignment by the Matt Devine Agency as Tenant.

(d) Seller shall provide an Estoppel Certificate from the Tenant to Purchaser dated the date of Closing in a form acceptable to the Purchaser which states that tenant has no claims against the Landlord regarding the Lease and waives and

releases any claims whether known or unknown which may exist as of the date of the Closing.

(e) Seller shall provide a written waiver by Tenant of any right of first refusal which Tenant may have regarding the Property and an acknowledgement that Tenant may be required to further execute such other documents at Closing as reasonably requested by Purchaser to document the legal release and waiver of any right that Tenant may have regarding first right of refusal for the Property.

(f) Seller shall provide proof of Tenant’s insurance as required pursuant to the Lease which shall include and endorsement that the insurance shall not be cancelled without prior notice to the City of Sandy Springs, Georgia.

(g) Seller shall provide Purchaser a check in the sums of all Security Deposits or such other funds as the Seller may hold regarding under the Lease or regarding the Tenancy.

(h) Should Seller fail to provide any of the above in the time required, Purchaser may terminate this Agreement as well as that Agreement regarding 90 Johnson Ferry Road, and receive a refund of all Earnest Money.

IN WITNESS WHEREOF, Seller and Purchaser have caused this First Amendment to Purchase and Sale Agreement to be executed and sealed by their duly authorized representatives, all as of the day and year first above written.

**SELLER:**  
**Maria D. Powell**

\_\_\_\_\_  
Date Executed

\_\_\_\_\_  
Maria Powell

**PURCHASER:**  
**THE CITY OF SANDY SPRINGS, GEORGIA**

\_\_\_\_\_  
Date executed

\_\_\_\_\_  
By: John McDonough  
Its: City Manager