

# RIVERDANCE COMMERCIAL CONDO LEASE AGREEMENT

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, first party (hereinafter called "Tenant"); and Premier Realty Associates, Inc (hereinafter called "Landlord");

## W I T N E S S E T H

1) PREMISES: The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby rents, leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises") to wit: Approximately 1176 square feet in the building located at 1110 Satellite Blvd., Suite 203, Suwanee, GA 30024 being a part of the Riverdance Commercial Condominium Association.

2) TERM: The Tenant shall have and hold the Premises for a term of 3 years beginning on the \_\_\_\_\_ day of \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, at midnight, unless sooner terminated as hereinafter provided. Tenant shall take possession \_\_\_\_\_.

3) RENTAL: Tenant agrees to pay Landlord, by payments to Premier Realty Associates, Inc at 5767 Gene Sarazen Drive, Braselton GA 30517 by mail, an annual base rent in the amounts shown on the following rent schedule:

\$\_\_\_\_\_ annually / \$\_\_\_\_\_ per month for 1<sup>st</sup> Twelve Months  
\$\_\_\_\_\_ annually / \$\_\_\_\_\_ per month for 2<sup>nd</sup> Twelve Months  
\$\_\_\_\_\_ annually / \$\_\_\_\_\_ per month for 3<sup>rd</sup> Twelve Months

Tenant agrees to pay Association dues, by payments to Riverdance Commercial Condominium Association, with payments mailed to (unless otherwise directed) c/o Premier Realty Associates, 5767 Gene Sarazen Drive, Braselton GA 30517 by mail, in the amounts shown on the following Association CAM dues schedule:

\$\_\_\_\_\_ annually / \$\_\_\_\_\_ per month at the present rate. CAM fees are subject to adjustment per Annual Budget of the Association.

Rent and CAM fees shall be paid promptly on the first day of each month. Upon execution of this Lease Agreement by the Parties, Tenant shall pay to Landlord the first calendar month's rent and any portion of a partial month remaining at the time of commencement, unless otherwise provided in Special Stipulations.

4) LATE CHARGES/RETURNED CHECKS: If Tenant fails to pay rent by the tenth day from due date, a late charge of One Hundred Twenty-Five and No/100 U.S. Dollars (\$125.00) will be charged plus fifteen percent (15%) interest on balance due. A returned check fee of one Hundred Twenty-Five and No/100 U.S. Dollars (\$125.00) will be charged for checks returned for insufficient funds.

5) SECURITY DEPOSIT: Tenant has deposited with Landlord the sum of \$2500.00 as security for the performance by Tenant of its obligations under this Lease. Landlord shall use, retain or apply all or any part of such Security Deposit, without obligation for interest, to the extent required to cure any default by Tenant under this Lease. If Tenant complies with all of the terms and conditions of this Lease, the Security Deposit or balance thereof, shall be returned to Tenant at the expiration of the Term. In the event of a sale of the Complex or assignment of this Lease by Landlord to any person other than a mortgagee,

Landlord shall have the right to transfer the security to its vendee or assignee, subject to the provisions of this Lease, and thereupon Landlord shall be released from any liability with respect to such security deposit, such vendee or assignee to be solely responsible to Tenant therefore. Tenant shall not assign or encumber its interest in the security deposit, and neither Landlord nor its successors and assigns shall be bound by any attempted assignment or encumbrance.

6) **UTILITY BILLS:** Tenant shall pay all utility bills, including, but not limited to gas, electricity, fuel, light, and heat bills, for the Premises, and Tenant shall pay all own janitorial services used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills or charges for other services, Landlord may pay the same, and such payment shall be added to and become part of the next rental payment due under this Lease.

7) **USE OF PREMISES:** Premises shall be used for accounting and general office purposes and no other. Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on premises.

8) **COMMON AREA COSTS; RULES AND REGULATIONS:** If the Premises are part of a larger building or group of buildings, Landlord shall pay the common area maintenance costs as hereinafter more particularly set forth in Section 3 and the Special Stipulations. Any Rules and Regulations of Riverdance Commercial Condominium Association shall be adhered to by Tenant. Tenant agrees to perform and abide by those Rules and Regulations and such other Rules and Regulations as may be made from time to time by Landlord.

9) **ABANDONMENT OF PREMISES:** Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof.

10) **REPAIRS BY LANDLORD:** Landlord and/or Riverdance Commercial Condominium Association 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 employees or invitees. Landlord agrees to make any major repairs or replacements to the heating and air conditioning system so long as those repairs are not required due to Tenant's negligence or failure to maintain a service contract. Landlord gives to Tenant exclusive control of the 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 report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

11) **REPAIRS BY TENANT:** Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, pay for the first \$500.00 in repairs for any item(s), including but not limited to the building, heating and air conditioning equipment (including a regular maintenance contract with a reputable service provider and including but not limited to replacement parts under \$500.00), and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear excepted. Regarding the heating and air conditioning systems, Tenant's liability for any repairs or replacements required to be made shall be limited to \$500.00 per occurrence and no more than \$1,000.00 during the lease year, not including regular maintenance. Tenant agrees to change or have

changed the furnace filters of the HVAC unit every 3 months or more often as needed in order to maximize tenant's utility costs and maintenance on unit.

12) PROPERTY TAXES: Landlord shall pay the real property tax applicable to the Premises during the term of this Lease, however Tenant shall pay upon demand by Landlord the amount by which all taxes on the Premises for each tax year exceed all taxes on the Premises for the tax year \_\_\_\_\_.

13) DESTRUCTION OF OR DAMAGE TO PREMISES: If the Premises are totally destroyed by storm, fire lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall commence.

14) HAZARDOUS WASTE: The Tenant agrees that the Tenant will not store on the premises or maintain on the premises or use on the premises any "hazardous substance", which means any matter giving rise to liability under the Resources Conservation Act ("RCRA"), 42 U.S.C. Sections 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., or generally any contaminant, oil, radioactive or other material, the removal of which is required by or the maintenance of which is prohibited or penalized by any municipal, county, state or federal authority or governmental unit. The Tenant will, if any such hazardous substance or contaminant comes onto the leased premises, at its own expense, immediately remove the hazardous substance or contaminant. The Tenant hereby agrees to indemnify and hold the Landlord harmless from all claims and damages, specifically including actual damages, consequential damages, penalties, interest and attorney fees, arising out of the placing of any hazardous substance or any contaminant on the premises during the term of this Lease. In addition, the Tenant agrees that the placing of any hazardous substance or contaminant upon the leased premises shall constitute an event of default which shall, despite any other provisions of this lease agreement, give the Landlord the right to terminate this lease upon ten (10) days written notice by Landlord to Tenant.

15) ENVIRONMENTAL LAWS: Landlord represents to the best of its knowledge and belief, (A) the Premises are in compliance with all applicable environmental laws, and (B) there are not excessive levels (as defined by the Environmental Protection Agency) of radon, toxic waste or hazardous substances on the Premises. Tenant represents and warrants that Tenant shall comply with all applicable environmental laws and that Tenant shall not permit any of his employees, contractors, or subcontractors, or any person present on the Premises to generate, manufacture, store, dispose or release on, about, or under the Premises any toxic waste or hazardous substances which would result in the Premises not complying with any applicable environmental laws.

16) INSURANCE INDEMNITY: Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall, during the term of this Lease and any extension thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00) per person and One Million and No/100 U.S. Dollars (\$1,000,000.00) per incident, and property damage limits of Three Hundred Thousand and No/100 U.S. Dollars (\$300,000.00), which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this paragraph, and naming Landlord as additional insured. Tenant shall provide evidence of such insurance to Landlord prior

to the commencement of the term of this Lease. Landlord and Tenant each hereby release and relieve the other, and waive its right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Landlord and Tenant shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

17) **INSURANCE POLICIES:** Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of at least "A-plus", or such other rating as may be required by a lender having a lien on the Premises, as set forth in the most current issue of "Best's Insurance Guide". The insuring party shall deliver to the other party copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses as required by this Lease. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Lessor. If Lessee is the insuring party Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to herein.

18) **FIRE AND HAZARD INSURANCE:** Tenant shall, during the term of this Lease and any extensions thereof, at Tenant's expense, maintain in full force and effect comprehensive fire and hazard insurance, with limits of coverage on the premises of at least Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00) which insurance shall contain a special endorsement naming the Landlord as an additional insured, and any mortgage holder on the premises as a loss payee.

19) **GOVERNMENTAL ORDERS:** Tenant agrees, at his own expense, promptly to comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with any such requirements the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirement may terminate this Lease by giving written notice of termination to other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

20) **CONDEMNATION:** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein lease, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

21) **ASSIGNMENT AND SUBLETTING:** Tenant may sublease portions of the Premises to others provided such sublease's operation is a part of the general operation of Tenant and is under the supervision and control of Tenant, and provided such operation is within the purposes for which the Premises shall be used. Except as provided in the preceding sentence, Tenant shall not, without prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

22) **REMOVAL OF FIXTURES:** Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension thereof, remove all fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

23) **EVENTS OF DEFAULT:** The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (A) Tenant fails to pay the rental as provided for herein; (B) Tenant abandons or vacates the Premises; (C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (D) Tenant is adjudicated bankrupt; (E) 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; (F) Tenant, either voluntarily or involuntarily, takes advantage of any debtor or 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; (G) Tenant makes an assignment for benefit of creditors; (H) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

24) **REMEDIES UPON DEFAULT:** Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereafter) and without prejudice to any other remedy herein provided or provided by law; (A) if the Event of Default involves nonpayment of rental, and Tenant fails to cure such default within ten (10) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental, and Tenant fails to cure such default within thirty (30) days after the receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if the Lease had not been terminated); or (B) if the Event of Default involves any matter other than those set forth in item (A) of this Paragraph, the Landlord may terminate this Lease by giving written notice to Tenant, and upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (C) upon any Event of Default, Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten (10) days after receipt of such notice, the entire amount of the rental for the remainder of the term of this Lease, or any renewal or extension thereof, shall immediately be due and payable upon the expiration of the ten day

period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the Tenant within said ten-day period, the entire amount of said rental shall thereupon become immediately due and payable without further notice to Tenant; or (D) upon any Event of Default, Landlord, without terminating this Lease may enter upon and rent the premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default.

25) **EXTERIOR SIGNS:** Tenant shall place no signs upon outside walls or roof of the Premises except with the written consent of the Landlord or the property manager. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incidents to such removal.

26) **ENTRY FOR CARDING, ETC.** Landlord may card the Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord's adjoining property, if any.

27) **EFFECT OF TERMINATION OF LEASE:** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

28) **MORTGAGEE'S RIGHTS:** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed upon the Premises by Landlord.

29) **NO ESTATE IN LAND:** This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

30) **HOLDING OVER:** If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a Tenant-at-Will at the rental rate which is in effect at end of Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then tenant shall be a Tenant-at-Sufferance and, commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 hereof.

31) **ATTORNEY'S FEES AND HOMESTEAD:** If any rent or other sum owing under this Lease is collected by or through an attorney at law. Tenant agrees to pay fifteen (15%) percent thereof as attorneys' 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 exemption.

32) RIGHTS CUMULATIVE: All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

33) INDEMNITY: Landlord and Tenant acknowledge and agree that no third party real estate agent or broker has participated in or is otherwise entitled to receive any commission or other compensation relating to the transaction contemplated by this Lease. Tenant shall and does hereby indemnify and hold harmless Landlord from and against any claim for any real estate commission, finder's fee, consulting fee, or other compensation in connection with the Lease contemplated hereby and arising out of any act or agreement of Tenant. Landlord shall and does hereby indemnify and hold harmless Tenant from and against any claim for any real estate commission, finder's fee, consulting fee, or other compensation in connection with the Lease contemplated hereby and arising out of any act or agreement of Landlord.

34) AGENCY DISCLOSURE: Landlord and Tenant acknowledge that certain officers of Landlord and Tenant are licensed as real estate brokers and/or real estate salesman under Georgia law. In such capacities, such officers are acting as principals and not as brokers or salesmen in this transaction.

35) SERVICE OF NOTICE: Tenant hereby appoints as his Broker to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

36) WAIVER OF RIGHTS: No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

37) TIME OF ESSENCE: Time is of the essence of this Lease.

38) DEFINITIONS: "Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns, heirs, and representatives. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. "Landlord and "Tenant" include male and female, singular and plural, corporation, partnership or individual as may fit the particular parties.

39) EXHIBITS AND ADDENDA: Any Exhibits and Addenda attached hereto and by reference are made a part hereof.

40) SPECIAL STIPULATIONS: Special Stipulations, if attached hereto, shall control if in conflict with other printed matter in this agreement.

41) NOTICES: All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. Certified Mail, return receipt requested or postage prepaid Notices to Tenant shall be delivered or sent to the address shown below except that upon Tenant's taking possession of the Premises then the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered or sent to the addresses hereinafter stated, to wit:

Landlord:

Premier Realty Associates, Inc

5767 Gene Sarazen Drive

Braselton GA 30517

Phone 404-805-8000

Email [info@PremierRealtyAssociatesInc.com](mailto:info@PremierRealtyAssociatesInc.com)

Tenant:

\_\_\_\_\_

1110 Satelitte Blvd. Unit #\_\_\_\_\_

Suwanee, GA 30024

Phone\_\_\_\_\_

Email\_\_\_\_\_

SIGNATURES ON FOLLOWING PAGE



E ENTIRE AGREEMENT: 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, Landlord and Tenant have duly executed this Lease as of the day and year first above written, each acknowledging receipt of any executed counterpart hereof.

ATTACHED AND MADE A PART  
OF THIS AGREEMENT:

SPECIAL STIPS 1-3  
EXHIBIT A LEGAL DESCRIPTION

**LANDLORD:** Premier Realty Associates, Inc

**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

Signed sealed and delivered in the presence of witness:

\_\_\_\_\_  
Print Name

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

**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

Signed sealed and delivered in the presence of witness:

\_\_\_\_\_  
Print Name

SPECIAL STIPULATIONS 1-3

1. Tenant has received copy of the: DECLARATION OF CONDOMINIUM FOR RIVERDANCE COMMERCIAL, A CONDOMINIUM, AND ITS BYLAWS AND AGREES TO ABIDE BY THE SAME.

2. Copy of Tenants Driver's License attached hereto:

\_\_\_\_\_  
Attach here

3. The undersigned "Guarantor," in consideration of the making of the foregoing Lease Agreement between Tenant and Landlord, does hereby unconditionally guarantee the payment of the rent by the Tenant and the performance by Tenant of all the financial duties and obligations under the Lease Agreement.

Guarantor also agrees that Landlord is not first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor. A lawsuit may be brought and maintained against the Guarantor by Landlord to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the Tenant or any other person in the lawsuit.

It is expressly agreed and understood that Guarantor additionally and unconditionally guarantees the performance under the Lease of (Tenant).

Executed to be effective as of the day of \_\_\_\_\_, 20\_\_.

Guarantor Signature (Personal Name): \_\_\_\_\_

Print Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

1202781v2

INITIALS \_\_\_\_\_ TENANT

\_\_\_\_\_

\_\_\_\_\_ LANDLORD

### EXHIBIT "A" LEGAL DESCRIPTION

All that tract or parcel of Land lying and being in Land Lot 154, of the 7th District, of Gwinnett County, Georgia, being more particularly described as follows:  
Condominium Unit #203, Building 200, of RIVERDANCE COMMERCIAL, a Condominium, as more particularly described and delineated in the Declaration of Condominium for RIVERDANCE COMMERCIAL, a Condominium, recorded in Deed Book 48308, page 730, et seq., Gwinnett County, Georgia, records, as the same may be amended. This conveyance is made subject to the Declaration and all matters referenced therein, all matters shown on the Plat recorded in Condominium Plat Book CD 05, Page 230- 231, aforesaid records, as the same may be amended, and the floor plans recorded in Condominium Floor Plans Book CDFP, Pages 5138-5139 (Building 200):, of the Gwinnett County, Georgia, records, as the same may be amended

INITIALS \_\_\_\_\_ TENANT

\_\_\_\_\_

\_\_\_\_\_ LANDLORD