

**LEASE AGREEMENT**

**PREMISES:** 100 South Hill Street, Suite 114, Griffin, Georgia 30223

**LANDLORD:** City of Griffin, Georgia

**TENANT:** Tru-Check, Inc.

**DATE:** July 1, 2014

## STANDARD OFFICE LEASE

This Lease is made and entered into this 1<sup>st</sup> day of July, 2014, by and between the City of Griffin, a Georgia municipal corporation, (hereinafter referred to as "Landlord"), and Tru-Check, Inc., a Delaware corporation (hereinafter referred to as "Tenant").

### WITNESSETH:

#### 1. PREMISES

Landlord does hereby rent and lease to Tenant, and Tenant does hereby rent and hire from Landlord, that certain space containing approximately two hundred ninety-three (293) rentable square feet of space, as shown on the floor plan attached hereto as Exhibit "A" and incorporated herein by reference (such space being hereinafter referred to as the "Premises"). The Premises is located at 100 South Hill Street, Suite 114, Griffin, Georgia 30223 (hereinafter referred to as the "Building"). The Premises, the Building and the surrounding areas are set forth on the legal description attached hereto as Exhibit "B" and incorporated herein by reference (such space being hereinafter referred to as the "Land").

#### 2. TERM

The term of this Lease (the "Term") shall be for a period of twelve (12) months, commencing on July 1, 2014 (the "Commencement Date"), and expiring at midnight on the last day of the twelfth (12<sup>th</sup>) full calendar month following the Commencement Date, unless sooner terminated as hereunder provided or unless such Commencement Date and termination are adjusted as herein provided.

#### 3. RENTAL

##### (a) Base Rental.

1. "Base Rental" means the minimum sum of Six Thousand Eight Hundred Thirty Seven Dollars and 48/100 (\$6,837.48), payable in equal monthly installments of Seven Hundred Fifty-Nine Dollars and 72/100 (\$759.72) (the "Monthly Rental"), as the same may be increased from time to time pursuant to Section 3(b) of this Standard Office Lease. The term "Rent", as used herein, shall mean Monthly Rental and any other amounts due by Tenant to Landlord hereunder. All Monthly Rental, additional rental, and any other costs, expenses, sums or amounts payable or reimbursable hereunder by Tenant to Landlord shall be deemed to be rental hereunder whether or not designated as such.

2. Tenant agrees to pay to Landlord, without any demand, setoff or deduction whatsoever, the Rent and all such other charges, sums of money, or amounts as shall become due hereunder as additional rent. The Rent shall be due and payable in advance in equal monthly installments of Seven Hundred Fifty-Nine Dollars and 72/100 (\$759.72) on the first day of each calendar month during the Term to Landlord at Landlord's address provided herein (or such other address as may be designated by Landlord in writing from time to time).

3. Tenant shall pay the first month of Monthly Rental upon the execution and delivery of this Lease (with said amount to be applied against the Monthly Rental first due under the Lease).

4. If the Term commences at any time other than the first day of any calendar month or terminates at any time other than the last day of a calendar month, the amount of Rent due from Tenant shall be proportionately adjusted based on that portion of the month that this Lease is in effect.

5. Rent payments not received by Landlord on or before the due date shall be subject to a late charge payable by Tenant in an amount equal to ten percent (10%) of such past due Rent.

##### (b) Taxes and Insurance.

1. Landlord shall make timely payment of all real property (ad valorem) taxes and assessments levied against the Building.

2. Reserved.

3. Reserved.

4. Tenant shall pay promptly when due all taxes directly or indirectly imposed or assessed upon Tenant's gross sales, business operations, machinery, equipment, trade fixtures and other personal property or assets, whether

such taxes are assessed against Tenant, Landlord or the Building, and all of the privileges, business licenses, taxes and similar charges for which Tenant is primarily responsible. In addition, in the event there is imposed at any time a tax upon and/or measured by the rental payable by Tenant under this Lease, whether by way of a sales or use tax or otherwise, Tenant shall be responsible for the payment of such tax and shall pay the same on or prior to the due date thereof; provided, however, that the foregoing shall not include any inheritance, estate, succession, transfer, gift or income tax imposed on or payable by Landlord.

(c) Common Area Maintenance.

Reserved.

**4. SECURITY DEPOSIT**

Reserved.

**5. USE**

The Premises shall be used for general offices purposes and no other. The Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the Insurance or increase the rate of Insurance on the Premises or on the Building. Tenant hereby agrees to comply with any and all municipal, county, state and federal regulations and requirements applicable or in any way relating to the use, access to, occupancy and condition of the Premises. If Tenant's use for other than general office purposes should increase the cost of Landlord's Insurance on the Premises or on the Building, then Tenant shall pay the entire amount of such increase within sixty (60) days after notification of same by Landlord.

Landlord represents and warrants that, to the best of its knowledge, the roof and skylights (if any) are watertight, and the HVAC and all other utilities serving the Premises are in good working order. Tenant acknowledges that Landlord, its agents and employees and other persons acting on behalf of Landlord have made no further representations or warranties of any kind, express or implied, with respect to: (i) the physical or environmental condition, zoning or legal status of the Building; (ii) the fitness of the Premises for Tenant's intended use; (iii) the degree of sound transfer within the Building; (iv) the absence of electrical or radio interference in the Premises or the Building; (v) the condition, capacity or performance of electrical or communications systems or facilities; or (vi) the absence of objectionable odors, bright lights or other conditions which may affect Tenant's use and enjoyment of the Premises or the Building, upon which Tenant has relied directly or indirectly for any purpose.

**6. LANDLORD'S CARE**

Landlord shall not be required to make any repairs or improvements to the Premises except repairs to the foundation, exterior walls or roof, including any skylights, of the Building as necessary for safety and tenantability unless the need for such repairs or improvements is due to Landlord's negligence.

**7. TENANT'S CARE**

Tenant shall repair, maintain, replace as necessary and keep in good, clean and safe repair all portions of the Premises and all equipment, fixtures and systems therein which are not specifically set forth as the responsibility of Landlord in Paragraphs 6 and 12 of this Lease. Tenant shall, at its sole cost and expense, clean, keep in good repair, maintain and replace all portions of the Premises, including, but not limited to, all doors and plate glass in the Premises when cracked or broken, all electrical, plumbing and heating, air conditioning and ventilation systems added by the Tenant exclusively serving the Premises, and all alterations, improvements, betterments, equipment, fixtures and personal property belonging to Tenant or placed in the Premises by, for or on behalf of the Tenant. All repairs and replacements by Tenant shall be made promptly, in good and workmanlike manner, in compliance with all applicable laws, codes and ordinances, and in quality at least equal to the original work and with contractors approved by Landlord. If Tenant fails to perform its obligations, Landlord may enter the Premises and do so on Tenant's behalf, and Tenant shall reimburse Landlord upon demand for any costs and expenses incurred by Landlord in performing such obligations. At the termination of this Lease, Tenant agrees to deliver up the Premises to Landlord in as good condition as on the Commencement Date, ordinary wear and tear excepted.

Tenant shall indemnify Landlord and shall hold Landlord harmless against any and all damage or injury to the Premises, the Building or the Land or to any person or property caused or contributed to by any act, omission, or neglect of Tenant, any invitee, agent, affiliate, customer or client of Tenant or anyone in Tenant's control or employ. Tenant shall at once report in writing to Landlord any defective condition known to Tenant which Landlord is required to repair, and failure to promptly report such defects shall make Tenant liable to Landlord for any liability incurred by Landlord by reason of Tenant's failure to notify Landlord of such

defects; provided, however, no liability shall accrue to Tenant for Tenant's failure to inform Landlord of latent defects to the Premises, Building or Land. In no event shall Tenant cause or allow any outside storage of trash, refuse or other debris on the Premises or the Property, whether in the area of the dumpster or otherwise.

## **8. INSPECTIONS**

Landlord shall have the right, but not the obligation, to enter the Premises at reasonable hours to exhibit same to prospective lenders, purchasers or tenants; to make repairs, additions, alterations, and improvements; and to inspect the Premises, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom unless such damages are caused by the negligence of Landlord or its officers, employees, agents, contractors, sublessees or invitees. Notwithstanding the foregoing, except in the case of emergency, Landlord shall provide at least twenty-four (24) hours notice to Tenant before entering the Premises. Tenant hereby waives any claim for damages for any inconvenience to or interference with Tenant's business or any loss of occupancy or quiet enjoyment of the Premises occasioned by such entry. Landlord may at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open Tenant's doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord in an emergency shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or construction, of Tenant from the Premises or any portion thereof and Landlord shall have no liability to Tenant as a result thereof.

## **9. DEFAULT, REMEDIES**

(a) Default. The occurrence of any of the following shall constitute an event of default hereunder by Tenant:

1. Any Rent specified in this Lease is not paid by the due date within five (5) days after Landlord notifies Tenant that such Rent has not been received provided Landlord shall not be required to produce notice after the second failure in one Lease year;
2. The Premises are deserted or abandoned;
3. Tenant shall do or permit to be done anything which creates a lien upon the Premises or the Building and such lien is not removed or discharged within thirty (30) days after the filing thereof;
4. Any petition is filed by or against Tenant in bankruptcy and not dismissed within thirty (30) days after the filing thereof or Tenant takes advantage of any debtor relief proceeding under any present or future law whereby the Rent payable hereunder or any part thereof is or is proposed to be reduced or deferred;
5. Tenant becomes insolvent or makes a transfer in fraud of creditors;
6. Tenant makes an assignment for the benefit of creditors;
7. A receiver is appointed for all or a substantial part of the assets of Tenant;
8. Tenant's Leasehold interest in the Premises is levied upon under execution;
9. The default of a guarantor under a guaranty or the repudiation of a guaranty required under this Lease; or
10. Tenant fails to comply with any other term, provision, condition, or covenant of this Lease or with any of the Rules and Regulations now or hereafter reasonably established by Landlord for the government of the Building and Tenant does not cure such failure to comply within thirty (30) days written notice by Landlord.

(b) Remedies. Upon the occurrence of any of the aforesaid events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

1. Landlord shall have the immediate right of re-entry and may remove all property from the Premises to a warehouse or elsewhere at the cost of, and for the account of, Tenant all without being deemed guilty of trespass, or becoming liable for any loss, damage or damages which may be occasioned thereby;

2. Landlord may, enter the Premises and make such alterations and repairs as may be necessary in order to relet the Premises;

3. Landlord, with or without terminating this Lease, may, but shall not be obligated to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable. Upon reletting the Premises, this Lease shall terminate and all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any unpaid costs and expenses of such reletting, including reasonable brokerage fees and reasonable attorney's fees, the costs of such alterations and repairs and Lease considerations and incentives; third, to the payment of the Rent due and unpaid hereunder. In no event shall Tenant be entitled to any excess rental received by Landlord over and above that which Tenant is obligated to pay hereunder, including Rent, additional Rent and all other charges;

4. Landlord may terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises, and Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees and costs;

5. Enter upon the Premises without being liable for prosecution or any claim of damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses including, without limitation, reasonable attorneys' fees which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise; or

6. Terminate Tenant's right of possession, without terminating this Lease, and enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by entry, dispossessory suit or otherwise, without thereby releasing Tenant from any liability hereunder, and without being liable for prosecution or any claim of damages therefor and, if Landlord so elects, make such alterations, redecorations and repairs as, in Landlord's judgment, may be necessary to relet the Premises; and Landlord may, but shall be under no obligation to do so (except as may be provided by State law), relet the Premises or any portion thereof in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms as Landlord may deem advisable, with or without advertisement, and by private negotiations, and receive the rent therefor, Tenant hereby agreeing to pay to Landlord the deficiency, if any, between all Rent reserved hereunder and the total rental applicable to the Term hereof obtained by Landlord upon re-letting; and Tenant shall be liable for Landlord's costs incident to such re-letting, including reasonable broker's commissions and lease assumptions; and any such demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.

All sums past due under this Lease shall bear interest at the lesser of a per annum rate of ten percent (10%) or the maximum lawful rate, from due date thereof until paid-in-full. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Rent or other charges and assessments payable by Tenant and due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, covenants, warranties and provisions herein contained. No reentry or taking possession of the Premises by Landlord or any other action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease or an election by Landlord to terminate this Lease unless written notice of such intention is given to Tenant. No failure of Landlord to exercise any power given Landlord, hereunder, or to insist upon strict compliance by Tenant of any obligation 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. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of any reletting of the Premises by Landlord as above provided, allowance shall be made for the expense of repossession. Tenant agrees to pay to Landlord all costs and expenses incurred by Landlord in the enforcement of this Lease, including, without limitation, the reasonable fees of Landlord's attorneys. No waiver of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

All rights and remedies of Landlord created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise any other.

Tenant hereby indemnifies Landlord from and agrees to hold Landlord harmless against, any and all liability, loss, cost, damage or expense, including, without limitation, court costs and reasonable attorney's fees actually incurred (without regard to

statutory definitions or constraints upon the charge or collection thereof), through all appeals, imposed on Landlord by any person whomsoever, caused in whole or in part by any act or omission of Tenant, or any of its employees, contractors, servants, agents, subtenants, assignees, representatives or invitees, or otherwise occurring in connection with any default of Tenant under this Lease or attributable to or resulting from the condition, use or occupancy of the Premises by Tenant. The provisions of this paragraph shall survive any termination of this Lease.

#### **10. PERSONALTY OF LEASE**

If Tenant shall not remove all Tenant's effects from the Premises within a reasonable time after any expiration or other termination of this Lease, such effects shall be deemed abandoned by Tenant. All personal property of Tenant or Tenant's employees, agents, affiliates, or invitees, located in or brought upon the Premises or any part of the Building shall be at the risk of Tenant only, and Landlord shall not be liable to Tenant or any other party for any damages thereto or theft thereof resulting from any cause.

#### **11. POSSESSION; COMMENCEMENT DATE AGREEMENT**

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. If this Lease is executed before the Premises herein becomes ready for occupancy and Landlord cannot deliver possession of the Premises on the Commencement Date, Tenant hereby waives any claim for damages due to such delay, and Landlord hereby waives the right to receive any payment of Rent until Landlord delivers possession to Tenant, except as otherwise set forth to the contrary herein. After Tenant takes possession of the Premises or is deemed to have received possession of the Premises, Landlord shall prepare and deliver to Tenant an agreement (hereinafter the "Commencement Date Letter"), generally in the form of Exhibit "C" to this Lease, which shall fix the Commencement Date and the date upon which the Term shall expire. Within thirty (30) days after Tenant's receipt of such Commencement Date Letter, Tenant shall properly execute and return the agreement to Landlord. When fully executed and delivered, the Commencement Date Letter shall supersede any inconsistent terms contained in this Lease.

#### **12. UTILITIES**

Landlord shall furnish on or near the Premises a reasonable amount of water, electricity, air conditioning and heat for Tenant's use during ordinary business hours for the Building (which are 8:00 a.m. to 6:00 p.m., Monday through Friday, only, exclusive of normal business holidays). Heating and air conditioning services may be provided at times other than during ordinary business hours upon a forty-eight hour advance request by Tenant to Landlord. Tenant shall bear the entire cost of such additional service as such costs are reasonably determined by Landlord. The heating and air conditioning unit in the Building shall be operated only when Landlord, in its sole judgment, considers that the weather requires it. Landlord agrees to, and shall keep all plumbing, electrical, air conditioning, ventilation and heating equipment located outside of the leased premises in good repair, provided, however, Landlord shall not be liable for damages, nor shall the Rent be abated for Landlord's failure to furnish water, electricity, gas, and heat. Tenant shall maintain and make all other repairs in or to the leased Premises and any equipment located therein.

#### **13. SUBLETTING AND ASSIGNMENT**

Tenant shall not, without the prior written consent of Landlord, which consent, not to be unreasonably withheld, shall be at Landlord's sole discretion, assign this Lease or any interest herein or in the Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. Consent to one or more such transfers or subleases shall not destroy or waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord. Subtenants or transferees of the Premises for the balance of the Term shall become directly liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant (or any guarantor of Tenant's obligations hereunder) of any liability therefor, and Tenant shall remain obligated for all liability to Landlord arising under this Lease during the entire remaining Term including any extensions thereof, whether or not authorized herein. If Tenant is a partnership or a limited liability company (or any similar business association), a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners or members as the case may be owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease not requiring consent of Landlord. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest in the capital stock of Tenant, whether in a single transaction or in a series of transactions, shall be deemed a voluntary assignment of this Lease not requiring consent of Landlord. Landlord may, as a prior condition to considering any request for consent to an assignment or sublease, require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee and such other financial documentation relative to the proposed subtenant or assignee as Landlord may reasonably require. In the event Landlord consents to an assignment or sublease, Tenant shall pay to Landlord a fee in the amount of \$500 to cover Landlord's accounting costs plus any reasonable legal fees incurred by Landlord as a result of any proposed assignment or sublease. Any consideration, in excess of the Rent and other charges and sums due and payable by Tenant under this Lease, paid to Tenant by any assignee of this Lease for its assignment, or by any subtenant under or in connection with its sublease, or otherwise paid to Tenant by another party for use and occupancy of the Premises or any portion

thereof, shall be promptly remitted by Tenant to Landlord as additional Rent hereunder and Tenant shall have no right or claim thereto as against Landlord. No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease. Notwithstanding anything to the contrary set forth herein, Tenant shall not be released from its obligations under the Lease in the event of any assignment of this Lease or any subletting of the Premises. Upon Landlord's receipt of a request by Tenant to assign this Lease or any interest herein or in the Premises or to transfer or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant, Landlord shall have the right, at Landlord's option, to exercise in writing any of the following options: (a) to terminate this Lease as to the portion of the Premises proposed to be assigned or sublet; or (b) to consent to the proposed assignment or sublease, subject to the other terms and conditions set forth in this Section 13.

#### **14. EARLY TERMINATION**

In the event that the services provided by Tenant are no longer needed by the City of Griffin because of the acceleration of the automated meter reading program (also known as "AMR"), then Tenant may terminate its lease earlier than the agreed upon termination date. However, Tenant shall provide thirty (30) days notice of the intent to terminate prior to termination taking effect.

#### **15. DESTRUCTION OR DAMAGE**

Should a substantial portion of the Building or the entire Premises or a substantial portion thereof be damaged by fire or other casualty to such an extent that rebuilding or repairs cannot reasonably be completed in Landlord's sole judgment, within a period of one hundred eighty (180) calendar days from the date of such casualty, then Landlord or Tenant shall have the right within a period of thirty (30) days following such casualty to terminate this Lease by written notice to the other party, in which event all Rent payable under this Lease shall be abated from the date of such casualty and this Lease shall end. However, in the event neither party chooses to terminate this Lease in accordance with the above provision, Landlord shall make the repairs or replacements to the Premises with reasonable promptness and dispatch and, Rent will abate in such proportion as the Premises have been damaged and untenantable, and Landlord will restore the Premises as speedily as practical, whereupon full Rent will resume. Landlord, in repairing the Premises, shall not be required to repair any injury or damage to the personal property of Tenant, or to make any repairs to or replacement of any alterations, additions, improvements or fixtures installed on the Premises by or for Tenant. If the cost of performing such repairs and restoration exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, or if Landlord's mortgagee shall require that any insurance proceeds from a casualty loss be paid to it, Landlord may terminate this Lease unless Tenant, within fifteen (15) days after demand therefor, deposits with Landlord a sum of money sufficient to pay the difference between (i) the cost of repair and (ii) the sum of the proceeds of the insurance available to Landlord for such purpose and any deductible paid by Landlord. In no event shall Landlord be liable for any loss or damage sustained by Tenant by reason of casualties mentioned hereinabove or any other accidental casualty.

#### **16. EMINENT DOMAIN**

If the whole or any substantial part of the Premises shall be taken or condemned (including without limitation a sale in lieu of condemnation) by any competent authority for any public use or purpose, then, in that event, the Term of this Lease shall cease and terminate from the date on which possession of the part so taken shall be acquired for such use or purpose; the full amount of any resulting condemnation award, shall be paid to Landlord and Rent shall be accounted for between Landlord and Tenant as of the date of such taking. However, if only an insubstantial, in Landlord's reasonable opinion, portion of the Premises is so taken and the Premises are not untenantable, then Landlord shall repair any damage caused by such taking with reasonable promptness and dispatch and shall allow Tenant an abatement or reduction in Rent hereunder for such time as such portion of the Premises is untenantable, and this Lease shall not be otherwise affected.

#### **17. ALTERATIONS AND IMPROVEMENTS**

Tenant shall make no alterations or additions to the Premises without first obtaining Landlord's written consent thereto. Notwithstanding the foregoing, Tenant may make minor alterations without the consent of Landlord costing less than \$5,000.00, including cosmetic paint, carpet, floor coverings and wallpaper. No alterations shall lessen the value of the Premises or cause expense to Landlord at the termination of this Lease. In no event shall any work be done for Landlord's account or in any way which would allow a lien to be placed against the Premises; any such lien shall be an event of default under this Lease if not removed or lawfully bonded within thirty (30) calendar days following Landlord's discovery thereof. All additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture of Tenant) made in or upon the Premises, either by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises at the termination of this Lease without compensation to Tenant unless Landlord elects to have Tenant remove such alterations, fixtures, additions and improvements, in which event, notwithstanding any contrary provisions respecting such alterations, fixtures, additions and

improvements contained in Section 21, Tenant shall promptly restore, at its sole cost and expense, the Premises to its condition prior to the installation of such alterations, additions and improvements, normal wear and tear excepted.

Tenant shall pay when due all costs for work performed and materials supplied to the Premises. Tenant shall keep Landlord, the Premises and the Building free from all liens and claims of lien relating to the work performed, materials furnished or obligations incurred by or for Tenant and Tenant shall protect, indemnify, hold harmless and defend Landlord, the Premises and the Building of and from any and all loss, cost, damage, liability and expense, including attorney's fees and costs, arising out of or related to any such liens or claims of lien. During the progress of such work, Tenant shall, upon Landlord's request, furnish Landlord with sworn contractor's statements and lien waivers covering all work theretofore performed. Tenant shall satisfy or otherwise discharge all liens, or other claims or encumbrances within thirty (30) days after Tenant obtains knowledge that any such lien, claim or encumbrance has been filed. If Tenant fails to pay and remove such lien, claim or encumbrance within such thirty (30) days, Landlord, at its election, may pay and satisfy the same and in such event the sums so paid by Landlord, with interest from the date of payment at the rate of 8% per annum, shall be deemed additional rent due and payable by Tenant at once without notice or demand.

## **18. INSURANCE**

Tenant shall obtain and maintain in force throughout the Term of this Lease commercial general liability insurance in the amount of not less than \$1,000,000.00 for any one injury (including death) to persons or property of not less than \$1,000,000.00 for any one casualty and of not less than \$1,000,000.00 for property damage. Said policy shall name both Landlord and Tenant as additional insured and shall contain a provision requiring the insurer to give Landlord at least thirty (30) calendar days prior written notice before any termination or expiration of said policy for any reason. Prior to the Commencement Date of this Lease and prior to the expiration of each term of such policy, Tenant shall deliver to Landlord the original of such policy or a proper certificate from the insurer. Whenever good business practice, in Landlord's reasonable judgment, indicates the need for additional insurance coverage or different types of insurance in connection with the Premises or Tenant's use and occupancy thereof, Tenant shall, upon request, obtain such insurance at Tenant's expense and provide Landlord with evidence thereof. All coverage shall be written on an occurrence basis and shall be primary and non-contributory over any insurance the Landlord may elect to provide on its behalf. In the event Tenant shall fail to procure such insurance or to deliver such policies and certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant hereunder, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent. Additionally, Tenant hereby agrees to insure the contents of the Premises including any improvements or betterments to the extent Tenant deems satisfactory in Tenant's sole discretion; and Landlord shall have no responsibility whatsoever for any damage, theft, or other casualty to or involving such contents.

Tenant shall have included in all policies of insurance obtained by Tenant covering the Premises and the contents therein, a waiver by the insurer of all right of subrogation against Landlord in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by Tenant. Tenant waives all right of recovery against Landlord for, and agrees to release Landlord from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained under this Lease by Tenant, even if such loss or damage shall have been caused by the fault or negligence of Landlord, or anyone for whom Landlord may be responsible.

All policies of insurance required to be carried by Tenant under this Section shall be in form satisfactory to Landlord, shall name Landlord, Landlord's mortgagee, Landlord's managing agent and any other party designated by Landlord as additional insureds, shall be issued by insurance companies which are licensed to do business in the State of Georgia, and shall have a Best's rating of at least "A" and a financial rating of not less than "XII" and have been approved in writing by Landlord.

Landlord shall obtain and maintain in force throughout the Term of this Lease commercial general liability insurance in the amount of not less than \$1,000,000.00 for any one injury (including death) to persons or property and of not less than replacement value for any one casualty and of not less than replacement value for property damage.

## **19. INDEMNIFICATION**

Tenant hereby protects, saves, indemnifies, defends, and holds harmless Landlord and Landlord's parent entity, affiliate entities, subsidiaries and all of their respective directors, officers, employees, agents, contractors, successors, assigns, attorneys and representatives from and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees, court costs and alternative dispute resolution expenses) caused in whole or in part, or arising directly or indirectly out of (a) any occurrence in, about, upon, at, or from the Premises, including, without limitation, any occurrence or act associated with Tenant's use or occupancy of the Premises, except to the extent caused by the negligent or intentional act, omission or misconduct of Landlord; (b) any negligent or intentional act, omission, or misconduct of Tenant; or (c) any breach by Tenant of its obligations under this Lease.



**20. SIGNS**

Landlord shall maintain a Building directory on the lower level of the Building. Additionally, if requested by Tenant, Landlord shall provide Tenant with an identification sign of Landlord's design and specification which shall be affixed to the exterior of the Premises by Landlord. No other signage of any type shall be permitted.

**21. ATTORNEY'S FEES**

Tenant agrees to pay all reasonable attorney's fees and expenses actually incurred by Landlord in enforcing any of Tenant's obligations under this Lease whether or not such enforcement involves the filing by Landlord of legal action with any court, or in any litigation or negotiation in which Landlord shall, by virtue of this Lease or Landlord's ownership of the Building, become involved through or on account of this Lease.

**22. HOLDING OVER**

Tenant shall not remain in possession of the Premises after expiration or earlier termination of the Lease without the express written consent of Landlord. If Tenant remains in possession after expiration or termination of the Lease Term with or without Landlord's written consent, Tenant shall become a tenant-at-sufferance, and there shall be no renewal of this Lease by operation of law or otherwise. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except that the monthly rental shall be 125% of the amount of Rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. During any period of holding over by Tenant with or without Landlord's written consent, Landlord retains the right to retake possession of the Premises by any legal means without notice to Tenant. The inclusion of the foregoing shall not be construed as Landlord's consent for Tenant to hold over.

**23. SURRENDER OF THE PREMISES**

Upon the expiration or earlier termination of this Lease or within a reasonable time thereafter, Tenant shall quit and surrender to Landlord the Premises and every part thereof and all alterations, additions and improvements thereto, broom clean and in good condition and state of repair, reasonable wear and tear only excepted. Tenant shall remove all personalty and equipment not attached to the Premises which Tenant has placed upon the Premises, and Tenant shall restore the Premises to the condition immediately preceding the time of placement thereof unless otherwise instructed by Landlord to leave the Premises or any portion thereof "as-is." If Tenant shall fail or refuse to remove all of Tenant's effects, personalty and equipment from the Premises within a reasonable time after the expiration or termination of this Lease for any cause whatsoever or upon Tenant being dispossessed by process of law or otherwise, such effects, personalty and equipment shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without written notice to Tenant or any other party and without obligation to account for them. Tenant shall pay Landlord on demand any and all expenses incurred by Landlord in the removal of such property, including, without limitation, the cost of repairing any damage to the Premises and/or the Building caused by the removal of such property and storage charges (if Landlord elects to store such property). The covenants and conditions of this Section 21 shall survive any expiration or termination of this Lease.

**24. LANDLORD'S NOTICE**

All notices as provided herein shall be sent via hand delivery, over night commercial courier or certified mail to the following:

Landlord:  
City of Griffin  
P.O. Box T  
Griffin, Georgia 30224

With a copy to:  
Andrew J. Whalen III  
City Attorney, City of Griffin  
The Whalen Law Firm LLP  
101 South Hill Street  
Griffin, Georgia 30224

Tenant:  
Tru-Check, Inc.  
100 South Hill Street, Suite 114  
Griffin, Georgia 30223

With a copy to:  
Tru-Check, Inc.  
980 Ellicott Street  
Buffalo, New York 14209  
Attn: William W. Heuer, Jr.

## **25. PARTIES**

"Landlord" as used in this Lease shall include Landlord's assigns and successors in title to the Premises. "Tenant" shall include Tenant and, if this Lease shall be validly assigned or sublet, shall include such assignee or subtenant, its successors and permitted assigns. "Landlord" and "Tenant" shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

## **26. PARKING AND DRIVEWAYS**

(a) Tenant shall have the right of ingress and egress over the driveways located in or in close proximity to the Premises or the Building. If the Premises occupies less than all of the Building, all driveways and parking areas shall be used by Tenant jointly with Landlord and Landlord's other tenants, their agents, customers and invitees, and Tenant hereby agrees not to park on nor block said driveways, but rather to park in designated parking areas and on paved surfaces only.

(b) Tenant shall comply with the following terms and conditions relating to parking:

1. Except for particular spaces and areas designated by Landlord for reserved parking, all parking shall be on an unreserved, first-come, first-served basis. All vehicles on the Property must have and display a current state motor vehicle license plate, license validation decal evidencing payment of current state and county ad valorem taxes and a current state emission inspections sticker. All vehicles kept, placed, stored, parked, maintained or operated in any area of the Property must be insured with the minimum applicable insurance required by state law. Vehicles may not be covered. A vehicle (belonging to Tenant or one of its employees, sublessees or invitees) that fails to meet any one of the above requirements shall be deemed to be unauthorized and non-operable and may be removed from the Property by Landlord at Tenant's expense. The terms "unauthorized" and "non-operable" shall be liberally construed in favor of Landlord. In addition, but not limited to, their generally accepted definitions, "unauthorized" and "non-operable" shall also mean vehicles which: a) are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the general appearance or rental marketability of the Property or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to Landlord or other tenants; b) are causing damage to the community or the parking areas, including, but not limited to, oil or gas leaks, seepage or spills and motorcycle kick stands which sink into the pavement; c) are not registered with Landlord as required by Landlord; d) are not properly parked between parallel lines or other lines marking spaces for parking; e) are blocking access to any prohibited areas, designated "No Parking" areas, fire lanes, fire hydrants, ingress and egress travel lanes, entrances, exits, trash receptacles or compactors or maintenance or service areas; f) are left on blocks or jack stands; g) appear to be in a state of disrepair; h) appear to be incapable of self-propelled movement; i) do not have a proper license tag, current license decal validation sticker, current state emission inspection sticker or minimum applicable motor vehicle insurance; or j) are improperly parked in a reserved or assigned space or are improperly parked in a designated handicapped space or are improperly parked in a specially designated space. The determination of whether a vehicle is abandoned, unauthorized or non-operable shall be within the sole discretion of Landlord, and Tenant agrees that Landlord shall have no liability for any act or failure to act with respect to enforcing the parking rules and regulations.

2. Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the parking areas. Except as caused by the gross negligence or willful misconduct of Landlord, Landlord shall not be liable for any loss, injury or damage to persons using the parking areas or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the parking areas shall be at the sole risk of Tenant and its employees.

3. Landlord shall have the right to temporarily close the parking areas (or certain portions thereof) when reasonable under the circumstances, in order to perform necessary repairs, maintenance and improvements to the parking areas, if any; provided, however, that except in the event of an emergency, Landlord shall provide at least twenty-four (24) hours prior written notice of such closure.

## **27. SUBORDINATION**

This Lease shall be subordinate to the right, title and interest of any lender or other party holding a security interest in or a lien upon the Premises under any and all security deeds or mortgages presently encumbering the Premises or the Building and to any and all other security deeds or mortgages hereafter encumbering the Premises or the Building. Tenant shall at any time hereafter, on the demand of Landlord or the holder of any such security deed or mortgage, execute any instruments, which may reasonably be

required by such secured party for the purpose of evidencing Tenant's subordination of this Lease to the lien or security interest of such secured party. In the event of the termination of this Lease through foreclosure of any security deed or mortgage to which this Lease is subordinated, Tenant shall upon the demand of the purchaser of the Premises or the Building at the foreclosure sale attorn to and enter into a new Lease with such purchaser for the unexpired term of this Lease at the same rent and under the same provisions of this Lease.

## **28. GOVERNMENTAL ORDERS**

Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance bodies, at any time duly issued or in force (hereinafter, all "Governmental Requirements"). Notwithstanding the immediately preceding sentence: Tenant shall not (by this Lease) be obligated to comply with any Governmental Requirements requiring any structural alteration of or in connection with the Premises unless such alteration is required by reason of: (a) a condition which has been created by, or at the instance of Tenant, or is attributable to the use or manner of use to which Tenant puts the Premises, or (b) a breach of any of Tenant's covenants and agreements hereunder. However, where any structural alteration of or in connection with the Premises is required by any Governmental Regulation, and, by reason of (a) or (b) above, Tenant is not obligated to make such alteration, Landlord shall have the option of either making such alteration and paying the cost thereof or terminating this Lease by giving Tenant not less than thirty (30) days prior written notice of such termination; provided, Tenant shall have the right to nullify Landlord's termination by delivering to Landlord, within fifteen (15) days after Tenant receives Landlord's termination notice, a writing in which Tenant promises to make the required alteration at its own expense in a manner satisfactory to Landlord, and to save Landlord harmless from any and all costs, expenses, penalties and/or liabilities (including, but not limited to, accountants' and attorneys' fees) in connection therewith or by reason thereof. Tenant covenants and agrees that, after promising to make any required alteration in order to nullify a termination attempted by Landlord, Tenant will, at Tenant's expense, and in compliance with all covenants, agreements, terms, provisions and conditions of this Lease, make such alteration, and Tenant, at Tenant's expense, will promptly and duly perform all the conditions of such undertaking and that all such conditions of such undertaking shall be deemed to constitute provisions of this Lease to be kept or performed on the part of Tenant with the same force and effect as if the same had been set forth herein.

## **29. IMPROVEMENTS**

Reserved.

## **30. ESTOPPEL CERTIFICATES**

From time to time during the Term, or any renewal thereof, Tenant, on request of Landlord given in writing not less than ten (10) days prior to the desired date of such certification, shall execute, acknowledge, and deliver to Landlord, a statement in writing certifying: (a) that this Lease is unmodified and is in full force and effect (or if there shall have been modifications, that this Lease is in full force and effect as so modified and stating such modification); (b) the dates to which rental hereunder and all other charges have been paid and whether any such payment represents payments in advance; (c) whether there is then existing any claim by Tenant of default hereunder by Landlord, and, if so, specifying the nature thereof; and (d) such other matters as may be requested by Landlord. Any such estoppel certificate to be delivered from time to time in accordance herewith may be relied upon by any person to whom such statement may be delivered by Landlord.

## **31. NO OFFER**

The submission of this Lease for examination does not constitute an offer to lease and this Lease shall be effective only upon execution hereof by Landlord and Tenant.

## **32. LIABILITY OF LANDLORD LIMITED**

ANYTHING IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, TENANT AGREES THAT IT SHALL LOOK SOLELY TO THE ESTATE AND PROPERTY OF LANDLORD IN THE BUILDING (SUBJECT TO THE PRIOR RIGHTS OF ANY MORTGAGEE OR SECURITY DEED HOLDER) FOR THE COLLECTION OF ANY JUDGMENT OR OTHER JUDICIAL PROCESS REQUIRING A PAYMENT OF MONEY BY LANDLORD IN THE EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE TO BE OBSERVED AND/OR PERFORMED BY LANDLORD AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF TENANT'S REMEDIES. IN THE EVENT LANDLORD TRANSFERS OR ASSIGNS THIS LEASE, EXCEPT AS COLLATERAL SECURITY FOR A LOAN, UPON SUCH TRANSFER OF ASSIGNMENT, LANDLORD SHALL THEREUPON BE RELEASED OF ALL FURTHER LIABILITY AND OBLIGATIONS HEREUNDER; PROVIDED, HOWEVER, THAT LANDLORD SHALL REMAIN LIABLE FOR ANY ACT OR OMISSION BEFORE THE DATE OF SUCH TRANSFER.

## **33. FORCE MAJEURE**

Landlord shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Tenant, Tenant's invitees, licensees or other visitors to the Premises or Building so long as the performance or nonperformance of the covenant or obligation is delayed, caused or prevented by an Act of God or force majeure, or by Tenant. Any time periods provided in this Lease shall be extended by the number of days of delay caused by such Act of God or force majeure.

**34. RIGHT TO RELOCATE**

At any time or from time to time during the Term, Landlord shall have the unrestricted and unconditional right to relocate Tenant from the Premises to any other space within the Building. Landlord shall deliver notice to Tenant of Landlord's desire to relocate Tenant, together with a proposal for the area to which such Premises shall be relocated. Should Landlord exercise its right to relocate Tenant under this Section 32 then (i) expenses of said relocation or of any necessary renovation or alteration shall be paid by Landlord, and (ii) following such relocation, the substituted space shall for all purposes thereafter constitute the Premises and all terms and conditions of this Lease shall apply with full force and effect to the Premises as so relocated. If Tenant has not relocated its Premises within sixty (60) days after Landlord first notifies Tenant of Landlord's desire to relocate Tenant and the work on the relocated Premises is complete such that it is comparable to Tenant's Premises prior to the relocation, then it shall be an event of default on the part of Tenant, and Landlord shall have, as a part of said remedies, the right to terminate this Lease. Such termination shall be effective upon any date selected by Landlord in the termination notice which is at least ten (10) days after the termination notice is given by Landlord to Tenant. Tenant hereby further covenants and agrees to promptly execute and deliver to Landlord any lease amendment or other such document appropriate to reflect the changes in the Lease described or contemplated above.

**35. TIME**

Time is of the essence of this Lease.

**36. LANDLORD'S ESTATE**

The contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy and sale and not assignable in whole or in part by Tenant except as herein provided.

**37. BROKER INDEMNIFICATION**

Reserved.

**38. RULES AND REGULATIONS**

In order to minimize inconvenience to Landlord and/or Tenant and to ensure the provision of proper maintenance to the Premises and the Building, Tenant agrees that Tenant its agents, employees, invitees, and licensees shall comply with the following Rules and Regulations as the same may be changed from time to time by Landlord in Landlord's sole discretion:

(a) Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed nor shall refuse, furniture, boxes or other items be placed therein by Tenant or its officers, agents, servants, and employees, or used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building to another part of the Building. Canvassing, soliciting and peddling in the Building are prohibited.

(b) Plumbing systems, fixtures and appliances shall be used only for the purposes for which constructed and no unsuitable material shall be placed therein.

(c) No signs, directories, posters, advertisements or notices shall be painted or affixed on or to any of the windows or doors, or in corridors or other parts of the Building, except in such color, size, and style, and in such places, as shall be first approved in writing by Landlord in its sole discretion. Landlord shall prepare building standard suite identification signs at Tenant's expense. Landlord shall have the right to remove all unapproved signs without notice to Tenant, at the expense of Tenant.

(d) Tenant shall not do, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein or otherwise increase the possibility of fire or other casualty.

(e) Landlord shall have the power to prescribe the weight and position of heavy equipment or objects. All damage done to the Building by the improper placing of such heavy items will be repaired at the expense of Tenant.

(f) Tenant shall notify the Building manager when safes or other heavy equipment are to be taken in or out of the Building, and the moving shall be done after written permission is obtained from Landlord on such conditions as Landlord shall require.

(g) Corridor doors, when not in use, shall be kept closed.

(h) All deliveries must be made via the service entrance and service elevator, when provided, during Normal Business Hours. Landlord's written approval must be obtained for any delivery during non-Normal Business Hours.

(i) Tenant shall cooperate with Landlord's employees in keeping the Premises neat and clean and in the performance of janitorial service to the Premises.

(j) Tenant shall not cause or permit any improper noises in the Building, or allow any unpleasant odors to emanate from the Premises, or otherwise interfere, injure or annoy in any way other tenants in the Building or their invitees, customers, guests and employees.

(k) No animals (excepting only seeing-eye dogs) shall be brought into or kept in or about the Building.

(l) No machinery of any kind, other than ordinary office machines such as typewriters, information processing systems, copy machines, communications equipment, personal computers, printers, and calculators, shall be operated on the Premises without the prior written consent of Landlord, and Tenant shall not use or keep in the Building any inflammable or explosive fluid or substance (including Christmas trees and ornaments), or any illuminating materials. No space heaters or fans shall be operated in the Building.

(m) No bicycles, motorcycles or similar vehicles will be allowed in the Building.

(n) No nails, hooks, or screws shall be driven into or inserted in any part of the Building, nor shall Tenant perform any boring, cutting or installation of any wirings in any part of the Building, without the prior written approval of Landlord.

(o) Landlord has the right to evacuate the Building in the event of an emergency or catastrophe.

(p) No food and/or beverages shall be distributed from Tenant's office without the prior written approval of the Landlord; provided that Tenant may prepare coffee and similar beverages and warm typical luncheon items for the consumption by Tenant's employees and invitees.

(q) No additional locks shall be placed upon any doors without the prior written consent of Landlord. Landlord shall furnish all necessary keys. Tenant shall not make duplicates of the keys for the Premises without the prior consent of Landlord. Additional keys shall be obtained only from Landlord, at a reasonable, competitive fee to be determined by Landlord.

(r) Tenant will not locate equipment, cabinets or furniture adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent Landlord's personnel and employees from servicing such units. All costs of moving such equipment, cabinets or furniture for Landlord's access will be at Tenant's expense.

(s) Tenant shall comply with such parking rules and regulations as may be posted and distributed from time to time by Landlord.

(t) No portion of the Building shall be used for lodging rooms, gambling or any illegal, immoral or improper purpose.

(u) Tenant shall not install any window shades, blinds, drapes or any other window treatment of any kind whatsoever without Landlord's prior written consent.

(v) Landlord reserves the right to rescind any of these Rules and Regulations, and make such other and further Rules and Regulations as it deems necessary from time to time for the benefit of the Building, which Rules and Regulations shall be binding upon Tenant.

### **39. ENTIRE AGREEMENT**

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall not be amended, modified or changed (other than the Rules and Regulations) in any way except by a writing subscribed by both parties.

#### **40. SPECIAL STIPULATIONS**

The special stipulations, if any, set forth in Exhibit "D" attached hereto are hereby incorporated herein by this reference as though fully set forth. In the event of any inconsistency between the terms of such special stipulations attached hereto as Exhibit "D" and the terms of the main body of this Lease, the terms and conditions of the special stipulations shall control.

#### **41. HAZARDOUS SUBSTANCES**

Tenant hereby covenants and agrees that Tenant shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be generated, placed, held, stored, used, located or disposed of at the Premises, the Building, the Property, or any part thereof, except for Hazardous Substances as are commonly and legally used or stored as a consequence of using the Premises for the use defined in Section 5 of this Lease, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA (as hereinafter defined), and so long as Tenant strictly complies or causes compliance with all applicable governmental rules and regulations concerning the use or production of such Hazardous Substances. For purposes of this Section 39, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (EPA) or the list of toxic pollutants designated by Congress or the EPA which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect (collectively "Environmental Laws"). Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from, the Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act ["CERCLA"], any so-called federal, state or local "Superfund" or "Superlien" laws or any other Environmental Law); provided, however, that the foregoing indemnity is limited to matters arising solely from Tenant's violation of the covenant contained herein. The obligations of Tenant under this Section 39 shall survive any expiration or termination of this Lease.

#### **42. SEVERABILITY AND INTERPRETATION**

(a) If any clause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the Term, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability, and in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(b) If any provisions of this Lease require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, as all parties hereto have participated in the preparation of this Lease.

#### **43. ANTI-TERRORISM REPRESENTATIONS**

Tenant is not, and shall not during the term of the Agreement become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2002 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons").

To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises. Tenant will not in the future during the term of the Agreement knowingly engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises.

Breach of these representations constitutes a material breach of this Lease and shall entitle Landlord to any and all remedies available thereunder, or at law or in equity.

**44. MISCELLANEOUS.**

Provided Tenant performs the terms, conditions and covenants of this Lease, and subject to the terms and provisions hereof, Landlord covenants and agrees to take all necessary steps to secure and to maintain for the benefit of Tenant the quiet and peaceful possession of the Premises, for the Term, without hindrance, claim or molestation by Landlord or any other person lawfully claiming under Landlord. Tenant represents to Landlord that Tenant has full power and authority to execute and perform this Lease. Tenant shall not record in any public records any memorandum or any portion of this Lease. Landlord does not grant to Tenant in this Lease any exclusive right except the right to occupy its Premises. All obligations of Landlord and Tenant under this Lease shall survive the termination of this Lease for a period of six (6) months. This Lease may be executed by the parties in separate counterparts which shall constitute one original when taken together. Within ten (10) days after Landlord's written request therefor, Tenant shall deliver to Landlord the current audited annual and quarterly financial statements of Tenant, and annual audited financial statements of the two (2) years prior to the current year's financial statements, each with an opinion of a certified public accountant and including a balance sheet and profit and loss statement, all prepared in accordance with generally accepted accounting principles consistently applied. If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any money damages in any action or by way of set off, except as otherwise set forth herein, defense or counterclaim and Tenant hereby specifically waives the right to any money damages or other remedies. If Landlord breaches any of its obligations under this Lease, Tenant shall notify Landlord in writing and shall take no action respecting such breach so long as Landlord promptly begins to cure the breach and diligently pursues such cure to its completion. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals hereunto and have caused this Lease to be executed in their respective names and on their behalf by duly authorized officials, the day and year first above written.

**LANDLORD:**

\_\_\_\_\_  
City of Griffin,  
a Georgia municipal corporation

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

**Approved as to Form:**

By: \_\_\_\_\_  
City Attorney

**TENANT:**

Tru-Check, Inc.  
Tru-Check, Inc.  
a Delaware corporation

By: Heather Slaney  
Name: Heather Slaney  
Title: Controller

EXHIBIT "A"  
Site Plan of Premises

To be attached.



Exhibit "B"  
Legal Description of Land

All that lot, tract or parcel of land, situate, lying and being in the City of Griffin, Spalding County, Georgia, consisting of 1.09 Acres, as more particularly shown on that certain plat entitled "Survey for the City of Griffin," dated August 21, 2006, by Stanley L. Colwell, Georgia Registered Land Surveyor No. 2605, as recorded in Plat Book 25, page 317 of Spalding County records, which by reference is made a part hereof as if fully incorporated herein. Situated thereon is a multistory commercial building and parking deck, currently known as 100 South Hill Street under the present system for numbering buildings in the City of Griffin.

EXHIBIT "C"  
Commencement Date Letter

July 1, 2014

Tru-Check, Inc.  
100 South Hill Street, Suite 114  
Griffin, Georgia 30223  
Attn: Mark Reeves

RE: Base Rental Schedule - Lease Agreement dated July 1, 2014 (the "Lease") between Tru-Check, Inc., a Delaware corporation (Tenant"), and the City of Griffin, a Georgia municipal corporation (collectively, "Landlord"), for the premises located at 100 South Hill Street, Suite 114, Griffin, Georgia 30223 (the "Premises")

Dear Tenant:

The Commencement Date for the Lease is July 1, 2014, and the Lease shall expire on June 30, 2015, unless sooner terminated in accordance with the terms of the Lease.

RENTAL SCHEDULE:

<u>Period</u>	<u>Base Monthly Rental</u>	<u>Base Rental</u>
Commencement Date – July 1	\$ 759.72	\$ 6,837.48

Please acknowledge your acceptance of the above by signing below and returning this letter to me. Please do not hesitate to call if we can be of assistance.

Sincerely,

Agreed to this 15th day of JUNE 2014.

Tru-Check, Inc.

By: Heather Slaney

Name: Heather Slaney

Title: Controller

(Corporate Seal)

EXHIBIT "D"  
Special Stipulations

1. If the Building is equipped with elevator(s), Landlord shall furnish elevator service (self-service or otherwise) to all floors of the building ordinary business hours, but shall not be liable for damages nor shall the Rent be abated for failure to furnish such service when such failure is not due to Landlord's negligence.

2. Landlord shall furnish reasonable janitorial service for the Premises and other common areas of the building. The Premises shall be cleaned once each day from Monday through Friday. Janitorial service personnel shall have access to the Premises for the performance of such service; provided, however, Landlord shall not be liable for damages to the Premises or damages to Tenant's effects (or those of its employees, invitees or guests). It shall be Tenant's obligation to do whatever it deems necessary to safeguard such property.