

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the 7th day of February, 2020 by and between **TWISTED TWINS PROPERTIES LLC**, a Georgia limited liability company ("Landlord") and **BURNETTE WELDING, INC.**, a Georgia corporation ("Tenant"); (Landlord and Tenant are referred to herein collectively as the "Parties" and sometimes individually as a "Party").

ARTICLE I LEASE OF PREMISES

1.01. Basic Lease Provisions and Definitions.

- (a) Lease Term: means thirty six (36) months commencing on February 7, 2020 and ending February 7, 2023.
- (b) Lease Date: means the date first listed above.
- (c) Building: means the building located at 1338 Richard Avenue, Gainesville, GA 30501.
- (d) Leased Premises or Premises: means all that tract or parcel of land lying and being in Hall County, Georgia and being on Richard Drive and West Drive, being Lots 8, 9, 10, 11, 12, 13, 14, and 15 of the R.I. Tyner Subdivision as shown by plat prepared by S. C. Moon, dated March 1954, and recorded in Plat Book 12, Page 152, Hall County, Georgia Plat Records, said plat is made reference to herein for a more complete description of said property. Said property is subject to all easements, covenants and restrictions of record, if any.
- (e) Site: The property described on Exhibit "A" which exhibit is incorporated herein by reference also being All that tract or parcel of land lying and being in Hall County, Georgia and being on Richard Drive and West Drive, being Lots 8, 9, 10, 11, 12, 13, 14, and 15 of the R.I. Tyner Subdivision as shown by plat prepared by S. C. Moon, dated March 1954, and recorded in Plat Book 12, Page 152, Hall County, Georgia Plat Records, said plat is made reference to herein for a more complete description of said property. Said property is subject to all easements, covenants and restrictions of record, if any.
- (f) Base Year Rental Rate or Rental: \$2,800.00 for the period from Commencement Date until December 1, 2020; and \$3,000.00 for the period from January 1, 2021 until the end of Lease Term or February 7, 2023.
- (g) Commencement Date: The term of this Lease shall commence on the date hereof (the "Commencement Date" February 7, 2020).
- (h) Security Deposit: \$2,800.00

- (i) Permitted Use: Welding Facility
- (j) Address for notices and payments are as follows:

Landlord: TWISTED TWINS PROPERTIES LLC
5794 Ridgetop Drive
Gainesville, GA 30506
Attn: Patricia Simpson

With payments to: TWISTED TWINS PROPERTIES LLC
5794 Ridgetop Drive
Gainesville, GA 30506
Attn: Patricia Simpson

Tenant: BURNETTE WELDING, INC.
1636 A Oakbrook Drive
Gainesville, GA 30507

- (k) Common Area: N/A

- (l) Exhibits: Exhibit "A" – Description of Premises

1.02. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises and Building under the terms and conditions herein, together with a non-exclusive right, in common with others, to use the land and improvements thereto that is designed for use in common by all tenants of the Site and their respective employees, agents, customers, invitees and others (collectively, the "Common Areas").

ARTICLE II **LEASE TERM AND POSSESSION**

2.01. Lease Term. The Lease Term shall be as set forth in Section 1.01(a) and shall commence on the Commencement Date set forth in Section 1.01(g) above and, unless sooner terminated under the provisions hereof, shall expire at 11:59 p.m. on the last day of the Lease Term. In the event the Commencement Date is a day other than the first day of a calendar month, then solely for the purposes of the Lease Term, the Commencement Date shall not be deemed to have occurred until the first day of the first full calendar month thereafter.

2.02 As-Is. At the Commencement Date, if Tenant takes possession of and occupies the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises and that the condition of the Leased Premises was at the time satisfactory and in conformity with the provisions of this Lease in all respects.

2.04. Surrender of the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately: (a) surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair; (b) if requested by Landlord, remove from the Leased Premises: (i) Tenant's Property (as defined in Section 8.01 below) and (ii) any alterations required to be removed pursuant to Section 7.03 below, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear excepted. All of Tenant's Property that is not removed within ten (10) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant.

2.05. Holding Over. If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, without regard to the day of the month such notice is provided. No provision contained herein shall constitute consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

ARTICLE III **RENT**

3.01. Base Rent. Tenant shall pay to Landlord monthly rental installments of **Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00)** in advance, without demand, deduction or offset beginning on the Commencement Date and on or before the first day of each and every calendar month thereafter and ending on December 31, 2020. On January 1, 2021, Tenant shall pay to Landlord monthly installments of **Three Thousand and No/100 Dollars (\$3,000.00)** in advance, without demand, deduction or offset on or before the first day of each and every calendar month thereafter and ending on January 1, 2023. The rent for February 1, 2023 shall be prorated between Landlord and Tenant for the period between February 1, 2023 and February 7, 2023. Any other monthly rental installments for partial calendar months shall be prorated.

3.02. Additional Rent. In addition to all other amounts that may be due pursuant to this Lease, Tenant shall pay as Additional Rent all other sums of money or charges required to be paid by Tenant, including but not limited to utility charges billed to Tenant in accordance with the provisions of Article VI, reasonable attorneys' fees incurred by Landlord to enforce the provisions of this Lease and interest charges on past due payments shall be characterized as Additional Rent. Payments of any such amounts shall be due ten (10) days following Tenant's receipt of a statement therefor.

3.03. Payment. Tenant shall pay the Rent as herein provided promptly at the times and in the manner herein specified without demand, deduction, setoff, abatement, counterclaim, defense or prior notice.

3.04. Late Charges. Tenant hereby acknowledges that late payment to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. If any Rent is not received by Landlord within five (5) calendar days after the date on which it is due, Tenant shall pay Landlord a late charge equal to two percent (2%) of the amount of such past due payment, plus any attorneys' fees and costs incurred by Landlord by reason of Tenant's failure to pay Rent when due, notwithstanding the date on which such payment is actually paid to Landlord.

ARTICLE IV **TAXES**

4.01 Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes, both real and personal, assessed against or levied upon Tenant's fixtures, signs, furnishings, equipment, leasehold improvements and all other personal property of any kind owned by or used in connection with the Premises by Tenant. In the event any of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord the full amount of such taxes applicable to Tenant's property within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property. Landlord maintains the right but not the obligation to pay said taxes for the benefit of Tenant and consider the same as Additional Rent due under this Lease.

4.02 Real Estate Taxes. Tenant shall pay for all real estate ad valorem taxes that are assessed against the Premises.

ARTICLE V **OCCUPANCY AND USE**

5.01. Use. Tenant shall use the Leased Premises for the Permitted Use and for no other purpose without the prior written consent of Landlord.

5.02. Covenants of Tenant Regarding Use.

(a) Tenant shall: (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with all covenants that encumber the Premises and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including, without limitation, those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises.

(b) Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way cause a nuisance, obstruct or interfere with the rights of other tenants or occupants of the Site or injure or annoy them. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Site of any of Landlord's directions, rules and regulations, but agrees that any enforcement thereof shall be done uniformly.

5.03. Landlord's Rights Regarding Use. Without limiting any of Landlord's rights specified elsewhere in this Lease: (a) Landlord shall have the right at any time, without notice to Tenant, to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper, and (b) Landlord, its agents, employees and contractors and any mortgagee of the Building shall have the right to enter any part of the Leased Premises at reasonable times upon reasonable notice (except in the event of an emergency where no notice shall be required) for the purposes of examining or inspecting the same (including, without limitation, testing to confirm Tenant's compliance with this Lease), showing the same to prospective purchasers, mortgagees or tenants, and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary or desirable. Such entry shall be scheduled and conducted so as not to unduly interfere with the conduct of Tenant's business or interfere with the privacy of Tenant's patients. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor.

ARTICLE VI **UTILITIES AND OTHER BUILDING SERVICES**

Tenant shall pay from the date the Premises are delivered to Tenant the cost of gas, electricity, fuel, light, heat, power, telephone, cable, trash and garbage removal and all other utilities furnished to the Premises or used by Tenant in connection therewith. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. If Tenant's use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval, which shall not be unreasonably withheld, and shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord.

ARTICLE VII **REPAIRS, MAINTENANCE AND ALTERATIONS**

7.01 Alterations. Tenant shall not at any time during the Lease Term make improvements or alterations to the Building without Landlord's prior written consent which may be withheld in Landlord's sole discretion. Prior to beginning any approved work, Tenant shall submit to Landlord complete and detailed plans and specifications for approval by Landlord. Landlord may, at its option, require Tenant, at Tenant's sole cost and expense, to remove any such improvements or alterations at the expiration or sooner termination of the Lease Term and to repair any damages to

the Building caused by such removal, and in the event Tenant fails to do so, Landlord may make such repairs or remove such improvements or alterations which are not promptly made by Tenant and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within ten (10) days after written demand thereof by Landlord. Any improvements or alterations made to the Building shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Lease Term, become the property of Landlord, unless Landlord has demanded Tenant remove the same as provided hereinabove.

The interest of Landlord in the Premises is not subject to liens for improvements or alterations made by Tenant. Tenant will not create or permit to be created or remain as a result of any action or work done or contracted for by Tenant, any lien, encumbrance or charge levied on account of any imposition of any mechanic's, laborer's or materialman's lien which might be or become a lien, encumbrance or charge upon the Premises, and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Premises or any part thereof, might be impaired.

If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises as a result of any action or work done on behalf of or contracted for by Tenant, Tenant, within thirty (30) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then, in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien by paying the amount claimed to be due. Any amount so paid by Landlord and all costs, expenses and fees, including without limitation reasonable attorneys' fees, incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or not the same has been discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, together with interest thereon at the rate of 4% from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant to Landlord within ten (10) days after written demand thereof by Landlord.

Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Premises, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises, nor to subject Landlord's estate in the Premises to liability in any way under any mechanic's and/or materialman's lien laws of the state in which the Premises is located, it being expressly understood that Landlord's estate shall not be subject to any such liability.

7.02 Repairs by Landlord. Landlord agrees to keep and maintain in good order and repair the roof and structural components of the Building. Except as may otherwise be expressly retained herein, Landlord gives Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall at once report in writing to Landlord any known defective condition which Landlord is required to repair pursuant to this Section. Tenant's failure to report

to Landlord any such known condition or defect shall make Tenant responsible to Landlord for any liabilities, costs, expenses and reasonable attorneys' fees incurred by Landlord as a result of such defect. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

7.03 Repairs by Tenant. Tenant shall, at its own cost and expense, keep and maintain the Premises and appurtenances thereto and every part thereof in good order and repair except those portions of the Premises to be repaired by Landlord pursuant to Section 7.02 hereof. Tenants shall repair, maintain and replace heating and air-conditioning systems, plumbing systems, driveways, parking lots, and landscaping, among others. Tenant shall be responsible for routine plumbing maintenance and any plumbing repairs necessitated by Tenant's use. Tenant shall be liable for any damage to the Premises resulting from Tenant's misuse. Tenant agrees to return the Premises to Landlord at the expiration or sooner termination of this Lease in as good condition and repair as when first received, reasonable wear and tear and damage by fire or other insurable casualty excepted. All damage or injury to the Premises caused by the act or negligence of Tenant, its agents, employees, licensees or contractors shall be promptly repaired by Tenant at its sole cost and expense and to the reasonable satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the reasonable cost thereof and Tenant hereby agrees to pay such amounts as Additional Rent hereunder within ten (10) days after written demand thereof by Landlord.

ARTICLE VIII

INDEMNITY AND INSURANCE

8.01. Release. All of Tenant's trade fixtures, merchandise, inventory and all other personal property in or about the Leased Premises, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Leased Premises at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "Tenant's Property"), shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord from: (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the Building or the Common Areas, except to the extent of personal injury (but not property loss or damage) caused directly by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 8.01 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.01, the provisions of Section 8.06 shall prevail.

8.02. Indemnification by Tenant. Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent: (a) arising out of or relating to any act,

omission, negligence, or willful misconduct of Tenant or Tenant's agents, employees, contractors, customers or invitees in or about the Leased Premises, the Building or the Common Areas, (b) arising out of or relating to any of Tenant's Property, or (c) arising out of any other act or occurrence within the Leased Premises, in all such cases except to the extent of personal injury (but not property loss or damage) caused directly by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 8.02 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.02, the provisions of Section 8.06 shall prevail.

8.03. Indemnification by Landlord. Landlord shall protect, defend, indemnify and hold Tenant, its agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent caused directly by the gross negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors. Nothing contained in this Section 8.03 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.03, the provisions of Section 8.06 shall prevail. This Section 8.03 shall survive the expiration or earlier termination of this Lease.

8.04. Tenant's Insurance. During the Lease Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

(a) Liability insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Leased Premises and Tenant's use thereof against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000, and with general aggregate limits of not less than \$2,000,000 for each policy year.

(b) Personal Property Insurance. Special Form Insurance (which insurance shall not exclude flood or earthquake) in the amount of the full replacement cost of Tenant's Property and betterments (including alterations or additions performed by Tenant pursuant hereto).

(c) Worker's Compensation Insurance. Worker's Compensation insurance in amounts required by applicable law.

8.05. Tenant's Insurance Requirements. All insurance required by Tenant hereunder shall: (a) be issued by one or more insurance companies reasonably acceptable to Landlord, licensed to do business in the State in which the Building is located and having an AM Best's rating of A IX or better, and (b) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, Tenant's insurance shall protect Tenant and Landlord as their interests may appear, naming Landlord, Landlord's managing agent, and any mortgagee requested by Landlord, as additional insureds

under its commercial general liability policies. On or before the Commencement Date (or the date of any earlier entry or occupancy by Tenant), and thereafter, within thirty (30) days' prior to the expiration of each such policy, Tenant shall furnish Landlord with certificates of insurance in the form of ACORD 25 or ACORD 25-S (or other evidence of insurance reasonably acceptable to Landlord), evidencing all required coverages, together with a copy of the endorsements to Tenant's commercial general liability policy evidencing primary and non-contributory coverage offered to the appropriate additional insureds. Upon Tenant's receipt of a request from Landlord, Tenant shall provide Landlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent.

8.06. Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Leased Premises, its contents, or other portions of the Building or Common Areas arising from any risk which is required to be insured against by Sections 8.04 and 8.05 above. The special form coverage insurance policies maintained by Landlord and Tenant as provided in this Lease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Landlord and Tenant, as applicable.

ARTICLE IX **CASUALTY**

In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees promptly to restore and repair same; provided, however, Landlord's obligation hereunder with respect to the Leased Premises shall be limited to the reconstruction of such of the leasehold improvements as were originally required to be made by Landlord pursuant to Section 2.02 above, if any. Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are: (a) so destroyed that they cannot be repaired or rebuilt within eight (8) months from the date a building permit can be obtained as determined by Landlord; or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not made available by the insurance company or are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Tenant waives any right under applicable laws inconsistent with the terms of this paragraph.

ARTICLE X
EMINENT DOMAIN

If all or any substantial part of the Building or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain so that the Leased Premises shall become impractical for Tenant to use for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE XI
ASSIGNMENT AND SUBLEASE

11.01. Assignment and Sublease. Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent which shall not be unreasonably withheld. In the event of any permitted assignment or subletting, Tenant shall remain primarily liable hereunder, and any extension, expansion, rights of first offer, rights of first refusal or other options granted to Tenant under this Lease shall be rendered void and of no further force or effect. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease.

11.02. Landlord's Consent. By way of example and not limitation, Landlord shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Landlord's opinion: (i) the Leased Premises are or may be in any way adversely affected; (ii) the business reputation of the proposed assignee or subtenant is unacceptable.

11.03. Permitted Transfer. Notwithstanding anything to the contrary contained in Section 11.01 above, Tenant shall have the right, without Landlord's consent, but upon ten (10) days' prior notice to Landlord, to (a) sublet all or part of the Leased Premises to any related entity which controls Tenant, is controlled by Tenant or is under common control with Tenant; (b) assign all or any part of this Lease to any related entity which controls Tenant, is controlled by Tenant, or is under common control with Tenant, or to a successor entity into which or with which Tenant is merged or consolidated or which acquires substantially all of Tenant's assets or property. For the purposes of this Section 11.03, the term "control" shall mean ownership of not less than eighty percent (80%) of all voting stock or legal and equitable interest in such LLP or entity. Any such transfer shall not relieve Tenant of its obligations under this Lease. Nothing in this Section 11.03 is intended to nor shall permit Tenant to transfer its interest under this Lease as part of a fraud or

subterfuge to intentionally avoid its obligations under this Lease (for example, transferring its interest to a shell LLP that subsequently files a bankruptcy), and any such transfer shall constitute a Default hereunder. Any change in control of Tenant resulting from a merger, consolidation, or a transfer of partnership or membership interests, a stock transfer, or any sale of substantially all of the assets of Tenant that do not meet the requirements of this Section 11.03 shall be deemed an assignment or transfer that requires Landlord's prior written consent pursuant to Section 11.01 above.

ARTICLE XII

TRANSFERS BY LANDLORD

12.01. Sale of the Leased Premises. Landlord shall have the right to sell the Leased Premises at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability hereunder after the date of such conveyance.

12.02. Estoppel Certificate. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost to Landlord, an estoppel certificate in such form as Landlord may reasonably request certifying: (a) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (b) the date to which rent has been paid, (c) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (d) any other matters or state of facts reasonably required respecting the Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Premises.

12.03. Subordination. Landlord shall have the right to subordinate this Lease to any mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof, and any amendments or modifications thereto (collectively, a "Mortgage") presently existing or hereafter encumbering the Premises by so declaring in such Mortgage. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost, any instrument that Landlord deems reasonably necessary or desirable to confirm the subordination of this Lease. Notwithstanding the foregoing, if the holder of the Mortgage shall take title to the Leased Premises through foreclosure or deed in lieu of foreclosure, Tenant shall be allowed to continue in possession of the Leased Premises as provided for in this Lease so long as Tenant is not in Default.

12.04. Tenant's Failure. Tenant's failure to deliver such estoppel certificate or subordination agreement as may be requested by Landlord within the time period provided herein shall be conclusive upon Tenant that this Lease is in full force and effect, without modification, except as may be represented by Landlord, that there are no defaults in Landlord's performance, and that not more than one (1) month's rental has been paid in advance. Furthermore, in the event of Tenant's failure to deliver such estoppel certificate or subordination agreement within the time provided herein, Landlord shall have the right to execute such estoppel certificate or subordination agreement on Tenant's behalf as attorney-in-fact for Tenant and Tenant hereby appoints Landlord as its attorney-in-fact to execute the same.

ARTICLE XIII
DEFAULT AND REMEDY

13.01. Default. The occurrence of any of the following shall constitute a "Default":

- (a) Tenant fails to pay any Monthly Rental Installment or Additional Rent within five (5) days after the same is due.
- (b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of fifteen (15) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance within said fifteen (15) day period and thereafter diligently completes the required action within a reasonable time.
- (c) Tenant shall vacate or abandon the Leased Premises, or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) days.
- (d) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of Article XI of this Lease.
- (e) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter.

13.02. Remedies. Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

- (a) Landlord may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses which Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action.
- (b) Without terminating this Lease, Landlord may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming

under or through Tenant shall be entitled to possession of the Leased Premises, and Tenant shall immediately surrender the Leased Premises to Landlord, and Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that Landlord may have. Upon termination of possession, Landlord may: (i) re-let all or any part thereof for a term different from that which would otherwise have constituted the balance of the Lease Term and for Rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to Landlord an amount equal to the present value (discounted at the Prime Rate) of the difference between the Rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term (the "Accelerated Rent Difference"), or (ii) without re-letting, declare the present value (discounted at the Prime Rate) of all Rent which would have been due under this Lease for the balance of the Lease Term to be immediately due and payable as liquidated damages (the "Accelerated Rent"). Upon termination of possession, Tenant shall be obligated to pay to Landlord: (A) the Accelerated Rent Difference or the Accelerated Rent, whichever is applicable, (B) all loss or damage that Landlord may sustain by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, tenant finish improvements, brokers' commissions and attorneys' fees, and (C) all unpaid Minimum Annual Rent and Additional Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "Prior Obligations").

(c) Landlord may terminate this Lease and declare the Accelerated Rent to be immediately due and payable, whereupon Tenant shall be obligated to pay to Landlord: (i) the Accelerated Rent, (ii) all of Landlord's Default Damages, and (iii) all Prior Obligations. It is expressly agreed and understood that all of Tenant's liabilities and obligations set forth in this subsection (c) shall survive termination.

(d) Landlord and Tenant acknowledge and agree that the payment of the Accelerated Rent Difference or the Accelerated Rent as set above shall not be deemed a penalty, but merely shall constitute payment of liquidated damages, it being understood that actual damages to Landlord are extremely difficult, if not impossible, to ascertain. Neither the filing of a dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

(e) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the Default.

13.03 Landlord's Default and Tenant's Remedies. Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief

or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder.

13.04 Limitation of Landlord's Liability. If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Premises for the collection of such judgment.

13.05 Nonwaiver of Defaults. Neither party's failure nor delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

13.06 Attorneys' Fees. If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the other party engages legal counsel in connection with the same, then party in default agrees to reimburse the other party for its reasonable attorneys' fees incurred in connection therewith. In addition, if a monetary Default shall occur and Landlord engages outside counsel to exercise its remedies hereunder, and then Tenant cures such monetary Default, Tenant shall pay to Landlord, on demand, all expenses incurred by Landlord as a result thereof, including reasonable attorneys' fees, court costs and expenses actually incurred.

ARTICLE XIV

ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES

14.01. Environmental Definitions.

(a) "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.

(b) "Hazardous Substances" shall mean those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste" or "infectious waste" under Environmental Laws and petroleum products.

14.02. Restrictions on Tenant. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

14.03 Notices, Affidavits, Etc. Tenant shall immediately: (a) notify Landlord of: (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of any Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises, and (b) deliver to Landlord any notice received by Tenant relating to (a)(i) and (a)(ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

14.04. Tenant's Indemnification. Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article XIV. The covenants and obligations under this Article XIV shall survive the expiration or earlier termination of this Lease.

14.05. Existing Conditions. Notwithstanding anything contained in this Article XIV to the contrary, Tenant shall not have any liability to Landlord under this Article XIV resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises prior to the Commencement Date of this Lease (or any earlier occupancy of the Leased Premises by Tenant) except to the extent Tenant exacerbates the same.

ARTICLE XV **MISCELLANEOUS**

15.01. Equal Weight. Landlord and Tenant agree, understand and acknowledge that each and every clause, provision, section, paragraph, term, covenant and condition contained in this Lease is separate and distinct from any and all other clauses, provisions, sections, paragraphs, terms, covenants and conditions contained in this Lease. Landlord and Tenant further agree, understand and acknowledge that each of the foregoing shall have equal weight, merit and importance among them and shall not have greater or lesser weight, merit or importance than any other clause, provision, section, paragraph, term, covenant and/or condition contained in this Lease.

15.02. Independent Covenants. The obligation of Tenant to pay Rent and other monetary obligations provided to be paid by Tenant under this Lease and the obligation of Tenant to perform Tenant's other covenants and duties under this Lease constitute independent, unconditional obligations of Tenant to be performed at all times provided for under this Lease, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease and

not otherwise, and Tenant acknowledges and agrees that in no event shall such obligations, covenants and duties of Tenant under this Lease be dependent upon the condition of the Premises or the Property, or the performance by Landlord of its obligations hereunder.

15.03. Benefit of Landlord and Tenant. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

15.04. Governing Law. This Lease shall be governed in accordance with the laws of the State of Georgia.

15.05. Force Majeure. Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

15.06. Examination of Lease. Submission of this instrument by Landlord to Tenant for examination or signature does not constitute an offer by Landlord to lease the Leased Premises. This Lease shall become effective, if at all, only upon the execution by and delivery to both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord constitutes an offer to lease the Leased Premises on the terms contained herein. The offer by Tenant will be irrevocable until 6:00 p.m. EST, fifteen (15) days after the date Landlord receives the Lease executed by Tenant.

15.07. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address specified in Section 1.01(j). If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

15.08. Partial Invalidity; Complete Agreement. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

15.09 Representations and Warranties.

(a) Tenant hereby represents and warrants that: (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Tenant is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf

of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents and warrants that (i) Landlord is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Landlord is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

15.10 Exterior Signs. Tenant shall place no signs upon the outside walls or roof of the Building or on the Leased Premises except with the written consent of the Landlord. Any and all signs placed on the Building or the Leased Premises by Tenant shall be designed and maintained in accordance with all applicable building codes and zoning ordinances, specifications and rules and regulations governing such signs. Tenant shall be responsible to Landlord for any damage caused by the installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal. At the Landlord's discretion, Tenant shall remove said signs at its sole cost and expense upon termination of this Lease. Tenant shall be solely responsible for any associated installation costs as performed.

15.11 Reserved.

15.12 Time. Time is of the essence of each term and provision of this Lease.

15.13 No Recording. Neither this Lease nor any portion hereof shall be recorded without Landlord's written consent.

15.14 No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant, and nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, or of any relationship other than landlord and tenant, between the parties hereto. No estate shall pass out of Landlord, and Tenant has only a usufruct not subject to levy and sale.

15.15 Quiet Enjoyment. Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof including without limitation, the subordination of this Lease to any mortgages provided that Tenant pays the rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. This covenant and any and all other covenants of Landlord shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective periods of ownership of the Landlord's interest hereunder.

15.16 Interpretation. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires. The captions are inserted in this Lease for convenience only, and in no way define, limit, or describe the scope or intent of this Lease, or of any provision hereof,

nor in any way affect the interpretation of this Lease. The terms and provisions of this Lease shall not be construed against or in favor of a party hereto merely because such party is the "Landlord" or the "Tenant" hereunder or because such party or its counsel is the draftsman of this Lease. All references to days in this Lease and any Exhibits or Addenda hereto mean calendar days, not working or business days, unless otherwise stated.

15.17 Survival. All obligations of either party hereunder not fully performed as of the expiration or termination of the Lease Term of this Lease or the termination of this Lease shall survive the expiration or termination of the Lease Term of this Lease or the termination of this Lease and shall be fully enforceable in accordance with those provisions pertaining thereto.

15.18 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent, Additional Rent, or any other Rent herein stipulated shall be deemed to be other than on account of the earliest of such amount then due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the rent or pursue any other remedy provided in this Lease.

15.19 Disclosure of Relationship. Landlord may disclose to others the basic terms of this Lease and that Tenant is a tenant of Landlord.

15.20 Special Stipulations. To the extent that the Special Stipulations, if any, set forth in Exhibit "B" attached hereto conflict with any of the printed provisions of this Lease, such Special Stipulations shall control.

15.21 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

EXECUTED BY the Parties or their fully authorized agent(s) under seal as of the Lease Date.

LANDLORD:

TWISTED TWINS PROPERTIES LLC

By:  (Seal)
Patricia Simpson, Managing Member

By:  (Seal)
Pamela Austin Morgan, Managing Member

TENANT:

BURNETTE WELDING, INC.


By:  (Seal)
Printed Name: Scott Burnette
Title: Owner



Exhibit "A"

Description of Premises

All that tract or parcel of land lying and being in Hall County, Georgia and being on Richard Drive and West Drive, being Lots 8, 9, 10, 11, 12, 13, 14, and 15 of the R.I. Tyner Subdivision as shown by plat prepared by S. C. Moon, dated March 1954, and recorded in Plat Book 12, Page 152, Hall County, Georgia Plat Records, said plat is made reference to herein for a more complete description of said property. Said property is subject to all easements, covenants and restrictions of record, if any.

Exhibit "B"

Special Stipulations

1. **Early Termination.** Tenant shall have a one- time right to early termination of the Lease with a 30-day notice to Landlord. If Tenant elects to exercise said right to early termination, Tenant shall pay Landlord 6-months of rent (\$3,000.00 multiplied by 6 equaling \$18,000.00) as liquidated damages.

2. **Landlord Lease Commencement Obligations.** Upon the commencement of the Lease, Landlord shall perform one-time basic general cleaning of the Building, landscape cleaning, pressure washing, flooring and office painting for the benefit of Tenant, in Landlord's sole and absolute judgement and discretion.