- 10. "Notice(s)" shall be in writing and shall be delivered by hand, be sent by registered or certified United States mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by Notice given in accordance herewith. Notices delivered by hand shall be deemed given upon the date so delivered, whenever any Notice, demand or request is required or permitted under this Agreement. Notices given by mailing shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, which is triggered by the Notice must be given, shall commence to run from the date of receipt of the Notice by the addressee thereof, on the third (3rd) day following mailing or the date the addressee would have received the Notice but for the refusal of the addressee to accept delivery, whichever occurs first.
- 11. "Occupying Agency" shall be construed to mean: (a) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, or (b) any other public state entity as defined by Georgia state law, which is assigned a space by Tenant to use the Premises for its intended purpose.
- 12. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.
- 13. "Premises" shall include not only the property more particularly described below and shown in "EXHIBIT A," but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
- 14. "Term" shall include not only the original term but also any renewal or extension of the original term.

ARTICLE II. PREMISES LEASED

1. <u>Premises Leased.</u> Landlord, in consideration of the rents agreed to be paid by Tenant, and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "Provisions") hereby grants an estate for years to Tenant, and Tenant hereby takes and rents, pursuant to those Provisions, the Premises consisting of approximately 26,500 rentable square feet of office space located at:

206 South Patterson Street Valdosta, Georgia 31601-5668.

2. <u>Drawing of Premises.</u> The Premises are further shown and delineated on "EXHIBIT A," a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

ARTICLE III. TERM, RENTAL RATE & RENEWAL OPTION

1. Term.

This Agreement shall commence on the 1st day of July, 2019 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the 30th day of June, 2020 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date, the Expiration Date and the period between are hereinafter collectively referred to as the "Term."

- 2. <u>Landlord's Failure to Deliver the Premises at the Commencement of the Term.</u> Should Landlord, for any reason whatever, be unable to deliver possession of the Premises to Tenant on the Commencement Date, this Agreement may be immediately terminated and declared null and void at the option of Tenant by giving Landlord Notice thereof. Should Tenant elect not to exercise this option then there shall be a total abatement of Fixed Rental and Operating Expenses during the period between the Commencement Date and the time Landlord delivers possession of the Premises to Tenant.
- 3. Rental Rate. For the use and rent of the Premises, Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address as may be designated in writing from time to time by Landlord, the total fixed equal monthly rental of Thirty-Three Thousand Nine Hundred Forty-Two Dollars and Eight Cents (\$33,942.08)(hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the 1st day of each and every calendar month during the said Term, being at the rate of Four Hundred Seven Thousand Three Hundred Four Dollars and Ninety-Six Cents (\$407,304.96) per annum. Provided however, if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of Fixed Rental payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the Fixed