

**DOWNTOWN DEVELOPMENT AUTHORITY DIRECTORS MEETING
CITY OF SNELLVILLE, GA
MEETING NOTICE
Agenda**

TYPE OF MEETING

- SPECIAL CALLED
 REGULAR MONTHLY MEETING
 CALLED

**(X) A QUORUM OF THE MEMBERS OF THE FOLLOWING PUBLIC
AGENCIES MAY BE IN ATTENDANCE AT THIS MEETING:**

(X) MAYOR & COUNCIL

(X) DOWNTOWN DEVELOPMENT AUTHORITY OF SNELLVILLE

(X) DEVELOPMENT AUTHORITY OF SNELLVILLE

(X) URBAN REDEVELOPMENT AGENCY OF SNELLVILLE

DATE OF NOTICE: Tuesday, November 14, 2023
DATE OF MEETING: Wednesday, November 15, 2023

TIME OF MEETING: 4:00 PM
LOCATION: Snellville City Hall – 2nd Floor, Room 259

AGENDA:

A. CALL TO ORDER

B. MINUTES

C. REPORTS

- A. Financial, Dan LeClair
- B. Cobblestone, Angie Strickland
- C. Grove, Matthew Pepper

D. NEW BUSINESS

- A. Consideration and Action on amended Sub-Lease Agreement with THRIVE Coworking.
- B. Consideration and Action on Assignment of Lease.

E. OLD BUSINESS

F. EXECUTIVE SESSION

G. ANNOUNCEMENTS

The next regular meeting is on December 20, 2023 at 4 PM at City Hall.

**DOWNTOWN DEVELOPMENT AUTHORITY DIRECTORS MEETING
CITY OF SNELLVILLE, GA
MEETING NOTICE**

H. PUBLIC COMMENTS

I. ADJOURNMENT

NOTIFICATION:

GWINNETT DAILY POST

2:30 PM 11/14/2023

ATLANTA JOURNAL "GWINNETT EXTRA"

2:30 PM 11/14/2023

As set forth in the Americans with Disabilities Act of 1992, the City of Snellville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Butch Sanders, 2342 Oak Road, Snellville, Georgia 30078 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice Regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA Coordinator.

The City of Snellville will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Snellville should be directed to ADA Coordinator, 2342 Oak Road, Snellville, Georgia 30078, telephone number 770-985-3503.

EXECUTIVE SESSION

An Executive session may be called to discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the open meetings act pursuant to O.C.G.A. section 50-14-2-(1). Further, discussion may include future acquisition, disposition, contract to purchase, and lease of real estate, which is excluded from the open meetings act pursuant to

O.C.G.A. section 50-14-3-(4). Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. section 50-14-3-(6).

**DOWNTOWN DEVELOPMENT AUTHORITY DIRECTORS MEETING
CITY OF SNELLVILLE, GA
MEETING MINUTES**

October 18, 2023

Members: Don Britt, Chair; Emmett Clower, Vice-Chair; Deborah Jones, and Jamey Toney. Dave Emanuel, Dan LeClair, and Rafiq Ukani were absent.

Guests: Angie Strickland, Cobblestone Property Manager; Matthew Pepper, Assistant City Manager.

CALL TO ORDER

Mr. Britt called the meeting to order at 4:02 PM.

APPROVAL OF MINUTES

Mr. Clower made a motion, seconded by Ms. Jones, to approve the minutes for the meeting held on September 20, 2023. Four (4) in favor and zero (0) opposed, motion approved.

REPORTS

Financial Report

Mr. Pepper provided the financial report for September 2023.

Cobblestone Report

Ms. Strickland provided a report on Cobblestone. During the report, the Authority members discussed the interior design standard for the office suites at Cobblestone.

Mr. Clower made a motion, seconded by Mr. Toney, to maintain the interior design standard for the office suites at Cobblestone as previously agreed upon by the Authority. Four (4) in favor and zero (0) opposed, motion approved.

The Grove Report

Mr. Pepper provided a report on the Grove project.

NEW BUSINESS

Recommendation for the Snellville Tourism and Trade Board

Mr. Britt explained that Snellville Tourism and Trade (STAT) Board has two (2) vacancies, one of which the Authority has the responsibility to recommend a candidate. Mr. Britt then introduced Ms. Traci Leath to the Authority members as a potential candidate to serve on the STAT board.

Mr. Clower made a motion, seconded by Mr. Toney, to recommend Traci Leath to serve as a member for the Snellville Tourism and Trade board. Four (4) in favor and zero (0) opposed, motion approved.

OLD BUSINESS

None

EXECUTIVE SESSION

None

ANNOUNCEMENTS

None

**DOWNTOWN DEVELOPMENT AUTHORITY DIRECTORS MEETING
CITY OF SNELLVILLE, GA
MEETING MINUTES**

PUBLIC COMMENTS

None

ADJOURNMENT

Ms. Jones made a motion, seconded by Mr. Toney, to adjourn. Four (4) in favor and zero (0) opposed, motion approved. The meeting adjourned at 4:33 PM.

Approved as presented.

_____ Downtown Development Authority, Chair	_____ Secretary

Cobblestone Meeting Notes

November 15, 2023

Old Business:

- 1) Public Works will trim the city trees on the sides of Buildings C and D.
- 2) E-201
 - a) Staff replaced the carpet.
 - b) We have not received further interest from Tenant in E-200.
 - c) Last week, staff boosted the suite on Facebook with new carpet pictures.

New Business:

- 1) Christmas Decorations for Cobblestone
- 2) Platinum Elite Roofing, LLC
 - a) Leads by Fone is no longer operating out of G-201/202.
 - b) Staff is requesting input on whether the Authority will consider a month-to-month lease for Platinum Elite Roofing, LLC

Available Space/Interest:

- 1) C-201 – 1,362 sf
- 2) E-201 – 1,375 sf; \$2,234 per month with new carpet and fresh paint.
- 3) D-100 – 1,567sf; \$4,168

Executive Suites:

- 1) C-211 – 163 sf – \$495
- 2) C-216/217 – 416 sf

SUB-LEASE AGREEMENT

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS SUB-LEASE AGREEMENT, made this ____ day of November, 2023 by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF SNELLVILLE, GEORGIA** ("DDA"); and **THRIVE OC SNELLVILLE, LLC**, a Georgia Limited Liability Company ("Sub-Lessee"). Each of the DDA and Sub-Lessee shall be referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, DDA is the lessee of 14,000 square feet of space on the second floor of the building located at 2245 B Wisteria Drive, Snellville, Georgia 30078 (the "Premises"); and

WHEREAS, Sub-Lessee operates an Office Share Business, which means an "office for rent" business whereby many different companies that require office space can share space and resources; and

WHEREAS, Sub-Lessee desires to sub-lease the Premises; and

WHEREAS, Gwinnett County ("County") is the Owner of the Premises and consents to allow DDA to sub-lease the premises to the Sub-Lessee; and

WHEREAS, Sub-Lessee is willing to pay lease payments to the DDA for occupying the lease premises during the term provided herein; and

WHEREAS, the initial term of this lease shall be five (5) years commencing beginning on August 21, 2023 and ending August 22, 2028 (the "Term");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein provided, the parties hereto agree as follows:

1. **PREMISES.** The DDA, with the approval of the County as indicated by its representative's signature below, for and in consideration of the covenants, agreement, and stipulations hereinafter mentioned, reserved, and contained, to be kept and performed by Sub-Lessee, as

leased, and by these presents does sub-lease, unto the said Sub-Lessee, and said Sub-Lessee hereby agrees to sub-lease and take upon the terms and conditions which hereinafter appear, the Premises as defined above. This Sub-Lease Agreement shall create the relationship of landlord and tenant between the DDA and Sub-Lessee. No estate shall pass out of the DDA; Sub-Lessee has only a usufruct, not subject to levy and sale, and not assignable by Sub-Lessee except by the DDA's consent.

2. **TERM.** The Term of this sub-lease shall be for a term of five (5) years beginning on August 21, 2023 and ending no later than August 22, 2028, that shall automatically renew for an additional five (5) year term unless either party provides 150 days' written notice prior to the then current term. Parties may each unilaterally terminate this sub-lease: (i) upon 150 days' written notice to the other party, (ii) upon 60 days' written notice to the other party if the other party is in Default or breach of this Agreement, and (iii) With the exception of minor damage not caused by Sub-Lessee or any of its tenants, agents, affiliates or clients, that can be repaired in ninety (90) days or less, and during which time rent-payments would be abated, Sub-Lessee may immediately terminate this sub-lease upon its written request to DDA in the event of any damage or destruction of the Premises or the access thereto, or any portion thereof, by fire or other casualty, or any condemnation or exercise of the power of eminent domain by any public authority vested with such power, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a public authority vested with the power of eminent domain affecting the Premises or the access thereto, or any portion thereof.
3. **RENT.** Rent over the initial period shall be calculated as follows:
 - a. **Base Rent:** Base Rent shall be calculated at the rate of \$19.00 per square foot of the

premises leased by Sub-Lessee. Base Rent shall be due and payable on or before the 15th day of each month. The payment of rent shall commence upon the DDA receiving a Certificate of Occupancy from Gwinnett County and the Premises being substantially equipped as agreed upon pursuant to Section 7(b) of this Sub-Lease Agreement. In the event such date should fall after the 15th day of the month, that month's rent shall be prorated on a daily basis for the remainder of that monthly term.

- b. Additional Rent: Sub-Lessee shall pay Additional Rent when applicable on or before the 15th day of each month. Additional Rent shall be calculated in the amount of 50% of the Gross Revenue of the Sub-Lessee after payment of all Operating Expenses, Base Rent and the Management Fee.
- c. Gross Revenue. "Gross Revenue" means the sum of any and all amounts, payments, fees, rentals, additional rentals, expense reimbursements (including, without limitation, all reimbursements by tenants, lessees, Sub-Lessees and other users of the Premises) to Sub-Lessee, income, interest and other monies directly or indirectly received by or on behalf of or credited to Sub-Lessee from any person with respect to the Office Share Business, computed on a cash basis and shall include for each applicable period all amounts actually received in such period whether or not such amounts are attributable to a charge arising in such period.
- d. Operating Expenses. "Operating Expenses" means normal and customary expenses associated with Sub-Lessee's Office Share Business, including insurance, the Management Fee and common area maintenance.
- e. Management Fee. "Management Fee" means five percent (5%) of the Gross

Revenue of Sub-Lessee.

- f. Ramp Up Period. “Ramp Up Period” means the twelve (12) month period immediately following Sub-Lessee’s occupation of the Premises.
 - g. Revenue Shortfall. If Gross Revenue does not exceed Operating Expenses and the Management Fee during the first six (6) months of the Ramp Up Period, Sub-Lessee shall only owe thirty-three percent (33%) of the Base Rent. Should Gross Revenue not exceed Operating Expenses and the Management Fee during the second six (6) months of the Ramp Up Period, Sub-Lessee shall only owe sixty-six percent (66%) of the Base Rent. This Section 3(g) shall apply during the Ramp Up Period only.
4. **UTILITY BILLS**. Sub-Lessee shall pay all utility bills for the premises when due, including communications, water, gas, electricity, fuel, light, heat and power bills. If Sub-Lessee does not pay the same, the Sub-Lessee shall be in default.
5. **USE OF PREMISES**. The premises shall be used solely for general office purposes of operating the Office Share Business and for no other purposes, subject to all the terms, covenants and conditions of the Lease. It is further understood that the Sub-Lessee shall strictly comply with all applicable terms of the Intergovernmental Lease Agreement between the City of Snellville and Gwinnett County.
6. **REPAIRS BY SUB-LESSEES**. Sub-Lessee agrees to return said premises to the DDA at the expiration of this lease in as good condition and repair as first received, natural wear and tear, damage by storm, fire, lightning, earthquake, or other casualty alone excepted.
7. **OBLIGATIONS OF DDA**. DDA hereby covenants and agrees to:
- a. Keep all aspects of the Premises, structural and non-structural, including, without limitation, the roof, floors, walls, mechanical systems, interior improvements and exterior grounds and parking areas, in good operating and clean condition to the

extent it has authority to do so pursuant to the Intergovernmental Lease Agreement existing between the City of Snellville and Gwinnett County. In the event the DDA lacks the authority to perform or have performed any such repairs or maintenance, the DDA will assist the Sub-Lessee in requesting the County make such repair; and

b. DDA shall consult with Sub-Lessee and by agreement, equip the Premises, at DDA's expense, in a way which is consistent with the features, quality and scope of other THRIVE | Coworking locations by the time which Sub-lessee begins occupation of the Premises.

i. Examples of the aforementioned requirements include but are not limited to, restroom and kitchen fixtures and appliances, access control systems, IT hardware, fire safety equipment, desks, chairs, kitchen and restroom supplies, televisions, AV equipment, and interior and exterior signage.

ii. DDA shall not be responsible for advertising, launch events, promotional costs, hiring of initial employees, professional space planning and interior design fees.

iii. Budget. Prior to the commencement of work DDA and Sub-Lessee agree to create and agree to a budget (the "Budget") for the expenses associated with the required work. Modifications to the budget must be approved by both parties in writing.

8. **INDEMNITY**. Sub-Lessee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located and regardless of whether the amount specified in any applicable insurance coverage is exceeded) that may be sustained directly or indirectly due to the activities, operations or

use of the Premises by Sub-Lessee, and all invitees and all of their officers, directors, members, managers, partners, employees, representatives and agents. Further, Sub-Lessee hereby releases DDA, the City of Snellville and Gwinnett County, and their elected officials, officers, directors, members, managers, partners, volunteers, attorneys, agents and employees (collectively, hereinafter referred to as the "Indemnitees") from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property and regardless of whether any such claims exceed amounts specified under any applicable insurance), including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Indemnitees in connection therewith, that may arise from operations on, or the use of, the Premises by Sub-Lessee, and its invitees, and all officers, directors, employees, representatives and agents of either of them. Sub-Lessee hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including without limitation, reasonable attorneys' fees and litigation costs) incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) and for damage, destruction or theft of property that is caused by the activities of Sub-Lessee in or about the Premises, or for any act or omission of Sub-Lessee, and its invitees and any of their officers, directors, employees, representatives and agents of either of them. Without in any way limiting the foregoing, Sub-Lessee hereby agrees to indemnify, defend and hold Indemnities harmless from, against and in respect of any and all liabilities, damages, losses, costs and expenses, of any kind or nature whatsoever (including reasonable attorneys' fees and expenses), suffered, incurred or sustained by DDA, the City of Snellville or Gwinnett County arising out of, by reason of or in connection with the exercise by Sub-Lessee of the

rights granted with respect to the Premises. Sub-Lessee shall cooperate with DDA, the City of Snellville and Gwinnett County in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Sub-Lessee, of legal counsel for DDA, the City of Snellville and Gwinnett County provided said counsel is reasonably satisfactory to DDA, the City of Snellville and Gwinnett County. The foregoing indemnity shall not be applicable to claims arising from the negligence or willful misconduct of DDA, the City of Snellville or Gwinnett County, and its employees. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

Sub-Lessee agrees to carry liability insurance, and to make sure it is in force at all times, to protect the DDA, the City of Snellville and Gwinnett County as well as Sub-Lessee. Sub-Lessee shall maintain liability insurance protection on the premises in the minimum amount of One Million and no/100 Dollars (\$1,000,000.00) for bodily injury and property damages with insurance companies reasonably acceptable to the DDA, the City of Snellville and Gwinnett County. The liability insurance policies on the premises shall provide for the following:

- a. that Gwinnett County, DDA and the City of Snellville be specifically named as an additional insured;
- b. that the DDA be given thirty (30) days prior written notice by the insurer for cancellation due to non-payment of premium and forty-five (45) days prior to written notice by the insurer for cancellation or termination for any other reason; and
- c. that the policies contain a waiver of subrogation with respect to any claim against the DDA, the City of Snellville and Gwinnett County. Sub-Lessee shall deliver evidence of such insurance to the DDA when the lease is signed and in effect.

9. **ASSIGNMENT.** During the term of this lease, Sub-Lessee shall not transfer, assign this lease or sublease the premises.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Sub-Lessee shall comply with all applicable laws, orders and regulations of Federal, State and Municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Sub-Lessee with respect to the premises and which are made necessary by Sub-Lessee's specific operation of the Premises.
11. **DEFAULT.**
 - a. The following events shall constitute events of default by a Party under this Agreement (such Party the "Defaulting Party" and the other Party the "Non-Defaulting Party"):
 - i. if a Party shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Sub-Lease; or
 - ii. if a Party becomes insolvent or makes an assignment for the benefit of creditors; or if any action is brought by a Party seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if a Party commences a voluntary proceeding under the Federal Bankruptcy Code; or if any reorganization or arrangement proceeding is instituted by such Party for the settlement, readjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought by such Party seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against a Party seeking its

dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if any proceeding under the Federal Bankruptcy Code is instituted against a Party and is not dismissed within thirty (30) days; or if any reorganization or arrangement proceeding is instituted against a Party for the settlement, readjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought against a Party seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due; or

iii. in the case of Sub-Lessee, if Sub-Lessee vacates or abandons the Premises.

b. Upon the occurrence of any event of default, the Non-Defaulting Party may pursue any one or more of the following remedies, separately or concurrently or in any combination, without any notice (except as specifically provided below) or demand whatsoever and without prejudice to any other remedy which it may have hereunder, at law or in equity:

i. The Non-Defaulting Party may terminate this Sub-Lease, in which event Sub-Lessee shall within sixty (60) days quit and vacate the Premises and deliver and surrender possession of the Premises to DDA;

ii. The Non-Defaulting Party may do whatever the Defaulting Party is obligated to do under the agreements, terms, covenants, conditions, requirements, provisions or restrictions set forth in this Agreement, in which event the Defaulting Party shall reimburse the Non-Defaulting Party on demand for any expenses, including, without limitation, reasonable attorneys' fees and court costs, which the Non-Defaulting Party may incur in thus affecting satisfaction and performance of or compliance with the

Defaulting Party's duties and obligations under this Agreement (and in the case of Sub-Lessee, set off such amounts from the Sub-Lessee Fee); and

- c. DDA's remedies hereunder shall specifically include, without limitation, the right to seek and obtain the dispossession of Sub-Lessee in accordance with the law applicable to tenants or lessees of commercial real property;
- d. The Non-Defaulting Party's pursuit of any one or more of the remedies stated in subparagraph (b) above shall not preclude pursuit of any other remedy or remedies provided in this Agreement or any other remedy or remedies provided for or allowed at law or in equity, separately or concurrently or in any combination. The Non-Defaulting Party's pursuit of any one or more of the remedies provided in this Agreement shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any amounts payable under this Agreement by the Defaulting Party or of any damages or other sums accruing to the Non-Defaulting Party by reason of the Defaulting Party's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Agreement. The Non-Defaulting Party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by the Non-Defaulting Party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of the Non-Defaulting Party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the

Defaulting Party with any agreement, term, covenant, condition, requirement, provision or restriction of this Agreement, and no custom or practice at variance with the agreements, terms, covenants, conditions, requirements, provisions or restrictions set forth in this Agreement, shall constitute a waiver by the Non-Defaulting Party of the right to demand strict and exact compliance with the agreements, terms, covenants, conditions, requirements, provisions or restrictions set forth in this Agreement.

12. **REMOVAL OF FIXTURES.** Sub-Lessee may (if not in default hereunder), prior to the expiration of this Lease, or any extension thereof, remove all fixtures and equipment, which it has placed in the premises, which specifically excludes any fixtures or equipment provided by the DDA, provided Sub-Lessee repairs all damage to the premises caused by such removal.
13. **RIGHTS CUMULATIVE.** All rights, power, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.
14. **SERVICE OF NOTICE.** Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Note shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given or served if (i) deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or (ii) delivered personally or by nationally recognized overnight courier or electronic mail (receipt confirmed) at the address or number of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith. The time period in which a response to any such notice, election, demand or request must be given shall commence on the earlier of (x) the date of personal or overnight courier or electronic mail delivery and (y) the fifth calendar day following the date of deposit of same in the

United States Mail, postage prepaid, certified mail, return receipt requested. Personal delivery to a party or to any officer of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been received shall also constitute receipt. The parties hereby appoint the people indicated below as their agent to receive service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this Lease shall be served at the following addresses:

DDA: Don Britt, Chairman
Downtown Development Authority of Snellville
2342 Oak Road
Snellville, GA 30078

Sub-Lessee: **THRIVE OC SNELLVILLE, LLC**
Ramon Gonzalez
44 Milton Avenue
Alpharetta, Georgia 30009
404-805-7071
ramon@workatthrive.com

County: Nicole Love Hendrickson, Chair
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, Georgia 30046

Notice will be deemed adequately and sufficiently given when hand delivered or three (3) days after mailing by certified mail, return receipt requested, postage prepaid to the address specified above. Either party may change the address for the giving of notices by giving written notice to the other in accordance with this paragraph 18.

15. **WAIVER OF RIGHTS.** No failure of the DDA to exercise any power given the DDA hereunder, or to insist upon strict compliance by Sub-Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall operate to extend time for payment of any sums due hereunder or to amend, modify or waive any of the

provisions hereof.

16. **TIME IS OF THE ESSENCE.** Time is of the essence of this agreement.
17. **WARRANTY DISCLAIMER.** The DDA makes no warranty whatsoever as to the Premises, including without limitation, any warranty as to fitness for a particular purpose or merchantability. The premises are leased "as is".
18. **MODIFICATION.** No modification, amendment or alteration of any provision of this agreement shall be effective unless contained in a written agreement signed by the parties hereto, and then such modification, amendment or alteration shall be effective only in the specific instances or for the specific purposes for which given.
19. **COSTS OF LITIGATION.** In the event of any litigation arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party. The phrase "prevailing party" shall mean the party who receives substantially the relief desired, whether by dismissal, summary judgment, judgment, settlement, or otherwise.
20. **GOVERNING LAW.** The governing law of this Sub-Lease Agreement shall be construed in accordance with the laws of the State of Georgia. It is agreed that venue for any litigation related to this Sub-Lease Agreement or any activities stemming therefrom shall lie solely in the Magistrate, State and Superior Courts of Gwinnett County, Georgia.
21. **FURTHER ASSURANCES.** Upon the request of the DDA, Sub-Lessee shall duly sign and deliver, at the cost and expense of Sub-Lessee, such further instruments as may be reasonably necessary or proper to carry out the provisions and purposes of this agreement.
22. **COUNTERPARTS.** This agreement may be executed in any number of counterparts, each

of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

23. **ENTIRE AGREEMENT**. This agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral with respect hereof are expressly superseded hereby.

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LESSOR:

DOWNTOWN DEVELOPMENT
AUTHORITY OF SNELLVILLE,
GEORGIA

By: Don Britt, Chairman

Approved as to form and substance:

Blake C. Sharpton, Attorney for DDA
Butler Snow, LLP

Signatures continue on next page

SUB-LESSEE:

THRIVE OC SNELLVILLE LLC

By: Ramon Gonzalez

Signatures continue on next page

CONSENTED TO BY:

**GWINETT COUNTY BOARD OF
COMMISSIONERS**

By: Glenn Stephens, County Administrator

INTERGOVERNMENTAL CONTRACT AND ASSIGNMENT OF LEASE

THIS INTERGOVERNMENTAL CONTRACT AND ASSIGNMENT OF LEASE (this “Assignment”) is made effective as of the 10th day of November, 2023, by and between The City of Snellville, Georgia, a political subdivision of the State of Georgia, (the “Assignor”), and the Downtown Development Authority of the City of Snellville, Georgia (“Assignee”), a public corporation duly created and existing under the laws of the State of Georgia;

WHEREAS, on October 10, 2023, Assignor, entered into an Intergovernmental Lease Agreement with Gwinnett County, Georgia, for the lease of the second floor of the Library and Educational building, consisting of approximately 14,000 square feet, located at 2245 Wisteria Drive, Snellville, Georgia (hereinafter referred to as the “Premises”)(a true and correct copy of said Intergovernmental Lease is attached hereto as Exhibit “A” and incorporated herein by reference); and

WHEREAS, the term of the Intergovernmental Lease is fifty (50) years from October 10, 2023; and

WHEREAS, Assignor desires to assign its leasehold interest to the Assignee as permitted under Section 6 of the Intergovernmental Lease; and

WHEREAS, Gwinnett County consents to this assignment as evidenced by its explicit consent given by the County Administrator below;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby represents, warrants, and covenants to Assignee to the best of its knowledge, as follows:

(a) The real property on which the Premises is located is owned by Gwinnett County, Georgia, and there are no security deeds, mortgages, or other liens encumbering said real property;

(b) Assignor is the lawful lessee under the Intergovernmental Lease with good right, power, and authority to assign the Lease on the terms and conditions herein set forth;

(c) The Lease is currently in force and effect and the Assignor is not currently in default under the Intergovernmental Lease.

2. Assignor hereby assigns, transfers, sets over, grants, and conveys to Assignee all rights, title, obligations, and interest of Assignor in the Lease.

3. Assignee hereby accepts the assignment of the Lease and acknowledges that it remains subject to all the terms and conditions of the Intergovernmental Lease between Assignor and Gwinnett County.

4. Assignee acknowledges that any revenue realized after the payment of required operational expenses shall be remitted to the Assignor to be applied toward debt service of the Grove Project.

5. Gwinnett County hereby consents to the assignment of the Lease upon the terms and conditions stated herein.

6. Assignor, and Assignee hereby represent and warrant to each other that they have full power, authority and right to execute this Assignment and the execution of this Assignment is legally binding on such party without the joinder or approval of any other person or entity.

7. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be governed by the laws of the State of Georgia. If any provision of this Assignment shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. This Assignment constitutes the sole and entire agreement between the parties hereto in connection with the matters herein and supersedes all prior negotiations, representations, or agreements, either written or oral. This Assignment shall not be amended or terminated except by a written instrument signed by all parties hereto, which instrument contains a specific reference to this Assignment. Time is of the essence in connection with the terms and provisions of this Assignment. This Assignment may be executed in multiple counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Assignment for all purposes, notwithstanding that less than all signatures appear on any one counterpart.

(Signatures Contained on Following Page)

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Intergovernmental Contract and Assignment of Lease to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

**ASSIGNOR:
CITY OF SNELLVILLE, GEORGIA**

(SEAL)

By: _____
Barbara Bender, Mayor

Attest:

Melisa Arnold, City Clerk

**ASSIGNEE: DOWNTOWN
DEVELOPMENT AUTHORITY OF THE
CITY OF SNELLVILLE**

(SEAL)

By: _____
Don Britt, Chairman

Attest:

Secretary

CONSENTED TO BY:

**GWINETT COUNTY BOARD OF
COMMISSIONERS**

By: Glenn Stephens, County Administrator

Exhibit "A"
(Lease)