

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this "Lease") is dated as of 4/30/2018, 2018 by and between VMW Properties of 3320 Old Jefferson Road Building 700 Athens, Georgia 30607 Telephone: 706-353-5016 Fax: 706-353-4350 ("Landlord") and Pittard Clinic, LLC, 1654 Falls Road, Toccoa, Georgia 30577, Telephone: 706-886-4420 ("Tenant").

IN CONSIDERATION OF Landlord leasing certain premises to Tenant, Tenant leasing those Premises from Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (each a "Party" and together, the "Parties") hereby agree as follows:

### Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1656 Falls Road, Suite D, Toccoa, Georgia 30577, as from time to time altered, expanded or reduced by Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
    - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by Landlord as part of the Common Areas and Facilities;
  - d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable

premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

- e. "Premises" means the office space at 1656 Falls Road, Suite D, Toccoa, Georgia 30577;
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- g. "Rent" means Base Rent and Additional Rent.

### Leased Premises

- 2. Landlord agrees to lease to Tenant the office space municipally described as 1656 Falls Road, Suite D, Toccoa, Georgia 30577 (the "Premises"). The Premises will be used for only the medical office space in the specialty of Opiate Addiction (the "Permitted Use"). Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
- 3. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises without the prior written consent of Landlord. Upon thirty (30) days' prior written notice, Landlord may revoke any consent previously given under this clause.
- 4. Subject to the provisions of this Lease, Tenant is entitled to the use of parking (the "Parking") on or about the Premises in the same manner as other tenants of the Building.

### Term

- 5. The initial term of the Lease shall be for a period of 12 months and shall commence on July 1, 2018 and shall terminate on June 30, 2019, unless earlier terminated as provided herein (the "Initial Term"). Thereafter this Lease will automatically extend for an additional 12-month period, unless earlier terminated as provided herein (a "Renewal Term", and together with the Initial Term, the "Term")
- 6. Upon thirty (30) days' prior written notice, Landlord may terminate the tenancy under this Lease if Tenant has defaulted in the payment of any portion of the Rent when due.
- 7. Upon thirty (30) days' prior written notice, Landlord may terminate the tenancy under this Lease if Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by Tenant and Tenant persists in such default beyond the said thirty (30) days' notice.
- 8. Either Party may terminate this Lease with or without cause upon sixty (60) days' prior written notice to the other Party.

### Rent; Security Deposit

9. Subject to the provisions of this Lease, Tenant will pay a base rent of \$1,200 per month (the "Base Rent"). The Base Rent amount includes costs associated with Tenant's Proportionate Share of the Common Areas and Facilities.
10. Tenant will pay the Base Rent on or before the 1st day of each and every month of during the Term to Landlord at 3320 Old Jefferson Road Building 700 Athens, Georgia 30607, or at such other place as Landlord may later designate.
11. Tenant will be charged a late fee in the amount of five percent (5%) of the Base Rent for any Base Rent not paid on or before the 15<sup>th</sup> day of each month.
12. Upon execution of this Lease, Tenant shall pay Landlord a security deposit in the amount of \$1,200.

#### Use and Occupation

13. Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. Tenant will carry on business under the name of The Pittard Clinic and will not change such name without the prior written consent of Landlord, such consent not to be unreasonably withheld. Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner. Base Rent may be adjusted at the end of the Initial Term. Landlord will notify Tenant at least sixty (60) days' prior to the end of an applicable Term of such changes in writing to include the new Base Rent amount.
13. Tenant covenants that Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all applicable statutes, laws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

#### Quiet Enjoyment

14. Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed Term.

#### Distress

15. If and whenever Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which Tenant or any other person may have removed them, in the same manner as if they had

remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating Landlord's right of distress.

### Holding Over

16. If Tenant continues to occupy the Premises without the written consent of Landlord after the expiration or other termination of the Term, then, without any further written agreement, Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

### Additional Rights on Reentry

17. If Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
  - b. Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and Tenant hereby releases Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
  - c. Landlord may expel and remove, forcibly, if necessary, Tenant, those claiming under Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
  - d. in the event that Landlord has removed the property of Tenant, Landlord may store such property in a public warehouse or at a place selected by Landlord, at the expense of Tenant. If Landlord feels that it is not worth storing such property given its value and the cost to store it, then Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of Tenant to Landlord. Landlord will not be responsible to Tenant for the disposal of such property other than to provide any balance of the proceeds to Tenant after paying any storage costs and any amounts owed by Tenant to Landlord;
  - e. Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
  - f. after reentry, Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of Tenant and take possession of the personal property used in the business of Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Tenant;

g. after reentry, Landlord may terminate the Lease on giving five (5) days prior written notice of termination to Tenant. Without this notice, reentry of the Premises by Landlord or its agents will not terminate this Lease;

h. Tenant will pay to Landlord on demand:

i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

ii. reasonable expenses as Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of Landlord, either:

i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

#### Utilities; Other Costs

18. Tenant shall be solely responsible for the costs and expenses of all utilities with respect to the Premises, including, but not limited to: electricity, natural gas, water, sewer, janitorial service, hazardous waste disposal, internet, and telephone. To the extent any of these utilities are not separately metered to the Premises, Landlord will send Tenant a monthly invoice for cost of such utilities.

#### Insurance

19. During the Term, Tenant shall obtain and maintain property insurance in an amount sufficient to replace Tenant's personal property located on the Premises, and liability insurance in an amount not less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate. Tenant shall provide copies of such insurance coverages to Landlord upon Landlord's request.

20. Tenant is not responsible for insuring Landlord's contents and furnishings in or about the Premises for either damage and loss, and Tenant assumes no liability for any such loss.
23. Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building or the Premises, and Tenant assumes no liability for any such loss.

#### **Governing Law**

24. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### **Severability**

25. If any provision of this Lease is held illegal or unenforceable, such provision shall be severed and shall be inoperative, provided that the fundamental terms and conditions of this Agreement shall remain be amended to reflect the intent of the Parties, and the remainder of this Agreement shall remain operative and binding on the Parties.

#### **Assignment and Subletting**

26. Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

#### **Care and Use of Premises**

27. Tenant will promptly notify Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
21. Tenant shall be responsible for all regular maintenance of the Premises. Tenant shall not make any improvements or changes to the Premises without the prior written consent of Landlord.
28. Vehicles which Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in Tenant's parking stall(s), and such vehicles may be towed away at Tenant's expense. Parking facilities are provided at Tenant's own risk. Tenant is required to park in only the space allotted to it.
29. Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of Landlord, disturbs the comfort or convenience of other tenants.
30. Tenant will not engage in any illegal trade or activity on or about the Premises.

32. Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
33. All signage with respect to Tenant and the Premises must be approved in advance by Landlord.

#### **Surrender of Premises**

34. At the expiration of the Term, Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

#### **Hazardous Materials**

35. Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

#### **Rules and Regulations**

36. Tenant will obey all rules and regulations posted by Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of Tenant in and around the Building on the Premises.

#### **General Provisions**

37. This Lease does not require either Party (or its affiliates) to refer patients to the other Party for any services.
38. Any waiver by Landlord of any failure by Tenant to perform or observe the provisions of this Lease will not operate as a waiver of Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way Landlord's rights in respect of any subsequent default or breach.
39. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Lease. All covenants are to be construed as conditions of this Lease.
40. All sums, other than Base Rent, payable by Tenant to Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by Landlord as rental arrears.
41. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, as of the date first set forth above.

Loretta Goodson  
(Witness)

VMW Properties (Landlord)

By: [Signature] (SEAL)  
Name: Petros Nikolinakos, M.D.  
Title: Manager

Jennifer Landin  
(Witness)

Pittard Clinic, LLC (Tenant)

By: [Signature] (SEAL)  
Name: Mari Pittard  
Title: Owner



