

**LEASE AGREEMENT**

**between**

**NORFOLK SOUTHERN RAILWAY  
COMPANY**

**and**

**HERMAN LISCHKOFF, L.L.C.**

**LOCATION: Constitution, Georgia**

**DATE: May 25, 2005**

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## LEASE AGREEMENT

THIS LEASE is made as of the 25<sup>th</sup> day of May 2005 by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation (the "Landlord") and **HERMAN LISCHKOFF, L.L.C.**, a Georgia limited liability company (the "Tenant").

1. **Premises; Use.** For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at **Milepost 158-H** in **Constitution, Fulton County, Georgia**, having an area of 41,375 square feet, more or less, the location and dimensions of which are substantially shown on print of drawing dated August 25, 2003, as Exhibit "A" attached hereto (the "Land"), together with the right to maintain a portion of Tenant's existing building thereon (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for Tenant's building encroachment and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon said Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage located on the Premises.

The terms and conditions of the Rider, if any, attached hereto as Exhibit "B" are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. **Term.** To have and to hold for a term of five years, said term to begin December 1, 2004, and to end at midnight on November 30, 2009 (the "Initial Term"), unless sooner terminated as hereinafter provided. [See Rider for renewal term]

3. **Base Rental.** Commencing on December 1, 2004 (the "Rental Commencement Date") and thereafter on each anniversary thereof during the Initial Term, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of FIVE THOUSAND FOUR HUNDRED FORTY EIGHT AND NO/100 DOLLARS (\$5,448.00). The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "Adjustment Date" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the Initial Term. The Index published nearest to the Rental Commencement Date shall be the "Base Index". The Index published nearest to the date two (2) months prior to the then current Adjustment Date shall be the "Adjustment Index". On each Adjustment Date,

the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due, in advance, on or before the Rental Commencement Date and on each anniversary thereof during the term of this Lease. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease within five (5) days of the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

**4. Utilities.** Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

**5. Maintenance and Repairs.** Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance caused by Tenant during the lease term.

**6. Modifications and Alterations to the Premises.** Tenant shall make no modifications, alterations or improvements to the Premises in excess of \$50,000.00 without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Unless otherwise agreed by the parties hereto, any alterations, or improvements to the Premises made by Tenant shall become the property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any improvements or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession. Notwithstanding the foregoing, Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

**7. Return of Premises.** Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease in the same or better condition and repair as when first received, normal wear

and tear excepted. Tenant agrees to remove its personal property, moveable equipment and trade fixtures from the Premises at the expiration or prior termination of this Lease. Tenant shall immediately repair any damage arising out of any such removal in a manner acceptable to Landlord. Failure to comply with this Paragraph 7 will constitute holding over by Tenant.

**8. Destruction of or Damage to Premises.** If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date, provided however, Tenant, with the proceeds from Tenant's insurance claim, shall have the option of reconstructing Tenant's improvements and the Lease shall not terminate. Tenant shall provide Landlord with written notice of intent to reconstruct the improvements within thirty (30) days of the occurrence. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

**9. Indemnity.** Except for damage caused solely by Landlord's, its agent's, employee's or contractor's negligence or willful misconduct, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney fees and costs) (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

**10. Governmental Orders.** Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

**11. Condemnation.** If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its trade fixtures, personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's other claim as to such awards or proceeds.

**12. Assignment.** Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease.

All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$375.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 12 shall be void and shall constitute a default hereunder.

**13. Environmental.** Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "**Tanks**") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "**Environmental Laws**"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "**Hazardous Materials**" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 6901 *et seq.* (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.* Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultants' fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 13 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rent, within thirty (30) days of demand therefor by Landlord. Landlord has the right to enter the Premises during Tenant's normal business hours with reasonable notice for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 13. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Prior to the commencement of the Lease, Tenant shall have the right to cause to be performed a Phase I environmental study of the Premises by an environmental consultant to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises prior to the commencement of this Lease. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this

Lease in violation of the terms hereof. If any such study reveals any violation of this Lease by Tenant, its agents, contractors, invitees or subtenants. Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days of demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

**14. Default; Remedies.** In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof and shall not cure such default within five (5) days after written notice to Tenant of such failure to comply; (ii) Tenant shall fail to comply with any term, provision, condition, or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply provided however that if such default cannot be cured within twenty (20) days, Tenant shall promptly commence and diligently pursue the cure, such will not be a default; (iii) Tenant shall attempt to violate or violate Paragraph 12 above; or (iv) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days of demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorneys' fees and consultants' fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages;

provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

**15. Signs; Entry by Landlord.** Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

**16. No Estate in Land.** This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 12, above.

**17. Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the rental rate shall become one hundred fifty percent (150%) of the then current rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay rental at the rate of three times the then current rental. In such circumstance, acceptance of rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

**18. Notices.** Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Contract Services, Norfolk Southern Corporation, 1200 Peachtree Street, N.E., 12<sup>th</sup> Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: Herman Lischkoff, L.L.C. c/o Herlis Realty, 3300 Holcomb Bridge Road, Suite 250, Norcross, Georgia 30092, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

**19. Track Clearance.** Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall



indemnify, save harmless, and defend the Landlord Entities from and against all claims, actions, or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises, provided however, any existing improvement on the Premises upon commencement of this Lease shall be exempt. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

**20. Brokerage.** Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

**21. Tenant's Insurance.** Tenant shall procure and maintain, at all times and at its expense, commercial general liability insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover any third parties performing work in or about the Premises, (d) name the Landlord Entities and Pennsylvania Lines LLC, a Delaware limited liability company, as additional insureds, and (e) be considered primary, regardless of any insurance carried by Landlord. Tenant shall also keep in force special form property insurance for the full replacement value of Tenant's furniture, fixtures and equipment and all personal property of Tenant. Tenant shall deliver certificates (with copies of all applicable endorsements attached) thereof to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. Tenant's property insurance coverage shall include a waiver of subrogation in favor of Landlord. All such insurance shall be provided by companies admitted to engage in the business of insurance in the State or Commonwealth in which the Premises is located and which have a Best's Insurance Guide rating of A/VIII or better. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

**22. Landlord Pays Taxes.** Landlord shall pay all real estate taxes and assessments (regular or special) pertaining to the Premises on or before the date the same become delinquent. Notwithstanding the foregoing, Tenant shall be responsible for any taxes or assessments imposed upon or assessed against Tenant's personal property, and Tenant shall pay and be liable for all rental, sales and use taxes, and other similar taxes, if any, levied or imposed by any city, state, county or other governmental authority (including any rental tax). Such payments shall be paid concurrently with the payment of base rental or other sum due hereunder upon which the tax is based. If Landlord pays any taxes or assessments which are Tenant's responsibility under this Paragraph, Tenant shall reimburse Landlord within ten (10) days after Tenant's receipt of paid invoices for such taxes and assessments.

**23. Joint and Several.** If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

**24. No Warranties; Entire Agreement.** TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

**25. Survival.** The provisions of Paragraphs 6, 7, 9, 13, 17, 20 and 22 shall survive the expiration or earlier termination of this Lease.

**26. Miscellaneous; Effective Date.** Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 12 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located. The "Effective Date" of this Lease shall be the later of (a) the date Tenant signs this Lease (as evidenced below); or (b) the date Landlord signs this Lease (as evidenced below).

**27. Governance.** This Lease shall be governed and construed according to the laws of the State of Georgia.

**28. Encroachment Acknowledgement.** The parties acknowledge that Tenant is the owner of property adjacent to the Premises upon which improvements include a metal building that encroaches upon Landlord's Premises. At the termination of the Lease, Tenant, at Tenant's expense, may demolish all or a portion thereof of the improvements on Landlord's Premises, and/or erect a wall to enclose Tenant's improvements on Tenant's property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness:

S.A. Goings  
Signature  
Name: S.A. Goings

Witness:

Barbara Pressley  
Signature  
Name: BARBARA Pressley

Witness:

Matthew Levin  
Signature  
Name: MATTHEW LEVIN

Witness:

Annie C. Mirk  
Signature  
Name: Annie C. Mirk

LANDLORD:

NORFOLK SOUTHERN RAILWAY COMPANY

By: SG Portwell  
Name: SG Portwell  
Title: Real Estate Manager

Date of Landlord Signature: 5/25/05

[SEAL]

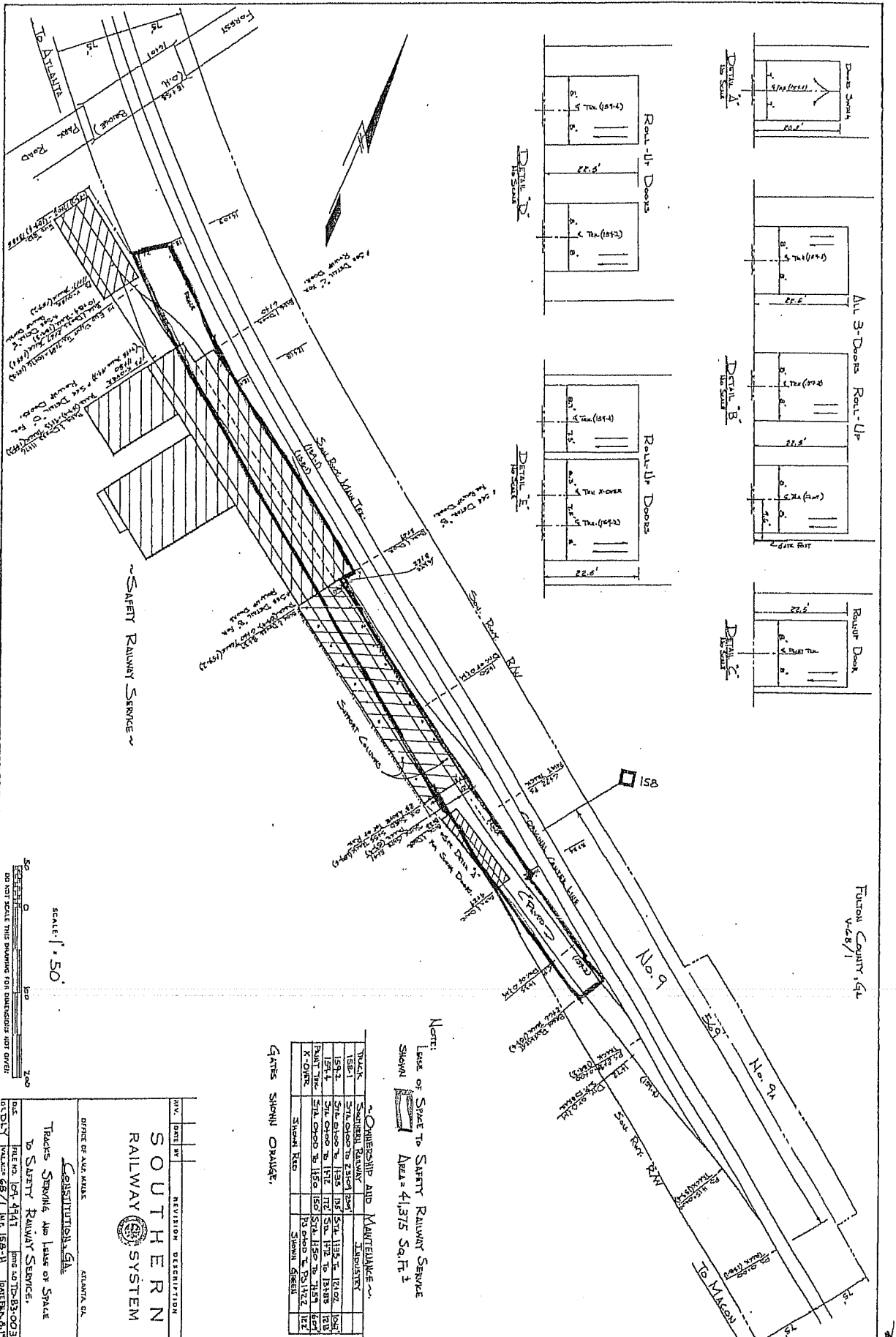
TENANT:

HERMAN LISCHKOFF, L.L.C.

By: Herman Lischkoff  
Name: Herman Lischkoff  
Title: Manager

Date of Tenant Signature: 5-10-05

[SEAL]



SCALE: 1" = 50'  
DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN.

Note:  
Lapse of Space to Safety Railway Service  
Shown Area 41,375 Sq. Ft.

CHIEF ENGINEER AND MAINTENANCE

TRUCK	SAFETY RAILWAY	INDUSTRIES
158-1	Site shown to 23104 158-1	Site 1132 to 12102 158-1
158-2	Site shown to 1132 158-2	Site 1172 to 13188 158-2
158-3	Site shown to 1172 158-3	Site 1150 to 1157 158-3
158-4	Site shown to 1150 158-4	Site 1150 to 1157 158-4
158-5	Site shown to 1157 158-5	Site 1157 to 1172 158-5
158-6	Site shown to 1172 158-6	Site 1172 to 1188 158-6
158-7	Site shown to 1188 158-7	Site 1188 to 12102 158-7
158-8	Site shown to 12102 158-8	Site 12102 to 13188 158-8
158-9	Site shown to 13188 158-9	Site 13188 to 14174 158-9
158-10	Site shown to 14174 158-10	Site 14174 to 15160 158-10
158-11	Site shown to 15160 158-11	Site 15160 to 16146 158-11
158-12	Site shown to 16146 158-12	Site 16146 to 17132 158-12
158-13	Site shown to 17132 158-13	Site 17132 to 18118 158-13
158-14	Site shown to 18118 158-14	Site 18118 to 19104 158-14
158-15	Site shown to 19104 158-15	Site 19104 to 20090 158-15
158-16	Site shown to 20090 158-16	Site 20090 to 21076 158-16
158-17	Site shown to 21076 158-17	Site 21076 to 22062 158-17
158-18	Site shown to 22062 158-18	Site 22062 to 23048 158-18
158-19	Site shown to 23048 158-19	Site 23048 to 24034 158-19
158-20	Site shown to 24034 158-20	Site 24034 to 25020 158-20
158-21	Site shown to 25020 158-21	Site 25020 to 26006 158-21
158-22	Site shown to 26006 158-22	Site 26006 to 27000 158-22
158-23	Site shown to 27000 158-23	Site 27000 to 28000 158-23
158-24	Site shown to 28000 158-24	Site 28000 to 29000 158-24
158-25	Site shown to 29000 158-25	Site 29000 to 30000 158-25
158-26	Site shown to 30000 158-26	Site 30000 to 31000 158-26
158-27	Site shown to 31000 158-27	Site 31000 to 32000 158-27
158-28	Site shown to 32000 158-28	Site 32000 to 33000 158-28
158-29	Site shown to 33000 158-29	Site 33000 to 34000 158-29
158-30	Site shown to 34000 158-30	Site 34000 to 35000 158-30
158-31	Site shown to 35000 158-31	Site 35000 to 36000 158-31
158-32	Site shown to 36000 158-32	Site 36000 to 37000 158-32
158-33	Site shown to 37000 158-33	Site 37000 to 38000 158-33
158-34	Site shown to 38000 158-34	Site 38000 to 39000 158-34
158-35	Site shown to 39000 158-35	Site 39000 to 40000 158-35
158-36	Site shown to 40000 158-36	Site 40000 to 41000 158-36
158-37	Site shown to 41000 158-37	Site 41000 to 42000 158-37
158-38	Site shown to 42000 158-38	Site 42000 to 43000 158-38
158-39	Site shown to 43000 158-39	Site 43000 to 44000 158-39
158-40	Site shown to 44000 158-40	Site 44000 to 45000 158-40
158-41	Site shown to 45000 158-41	Site 45000 to 46000 158-41
158-42	Site shown to 46000 158-42	Site 46000 to 47000 158-42
158-43	Site shown to 47000 158-43	Site 47000 to 48000 158-43
158-44	Site shown to 48000 158-44	Site 48000 to 49000 158-44
158-45	Site shown to 49000 158-45	Site 49000 to 50000 158-45
158-46	Site shown to 50000 158-46	Site 50000 to 51000 158-46
158-47	Site shown to 51000 158-47	Site 51000 to 52000 158-47
158-48	Site shown to 52000 158-48	Site 52000 to 53000 158-48
158-49	Site shown to 53000 158-49	Site 53000 to 54000 158-49
158-50	Site shown to 54000 158-50	Site 54000 to 55000 158-50
158-51	Site shown to 55000 158-51	Site 55000 to 56000 158-51
158-52	Site shown to 56000 158-52	Site 56000 to 57000 158-52
158-53	Site shown to 57000 158-53	Site 57000 to 58000 158-53
158-54	Site shown to 58000 158-54	Site 58000 to 59000 158-54
158-55	Site shown to 59000 158-55	Site 59000 to 60000 158-55
158-56	Site shown to 60000 158-56	Site 60000 to 61000 158-56
158-57	Site shown to 61000 158-57	Site 61000 to 62000 158-57
158-58	Site shown to 62000 158-58	Site 62000 to 63000 158-58
158-59	Site shown to 63000 158-59	Site 63000 to 64000 158-59
158-60	Site shown to 64000 158-60	Site 64000 to 65000 158-60
158-61	Site shown to 65000 158-61	Site 65000 to 66000 158-61
158-62	Site shown to 66000 158-62	Site 66000 to 67000 158-62
158-63	Site shown to 67000 158-63	Site 67000 to 68000 158-63
158-64	Site shown to 68000 158-64	Site 68000 to 69000 158-64
158-65	Site shown to 69000 158-65	Site 69000 to 70000 158-65
158-66	Site shown to 70000 158-66	Site 70000 to 71000 158-66
158-67	Site shown to 71000 158-67	Site 71000 to 72000 158-67
158-68	Site shown to 72000 158-68	Site 72000 to 73000 158-68
158-69	Site shown to 73000 158-69	Site 73000 to 74000 158-69
158-70	Site shown to 74000 158-70	Site 74000 to 75000 158-70
158-71	Site shown to 75000 158-71	Site 75000 to 76000 158-71
158-72	Site shown to 76000 158-72	Site 76000 to 77000 158-72
158-73	Site shown to 77000 158-73	Site 77000 to 78000 158-73
158-74	Site shown to 78000 158-74	Site 78000 to 79000 158-74
158-75	Site shown to 79000 158-75	Site 79000 to 80000 158-75
158-76	Site shown to 80000 158-76	Site 80000 to 81000 158-76
158-77	Site shown to 81000 158-77	Site 81000 to 82000 158-77
158-78	Site shown to 82000 158-78	Site 82000 to 83000 158-78
158-79	Site shown to 83000 158-79	Site 83000 to 84000 158-79
158-80	Site shown to 84000 158-80	Site 84000 to 85000 158-80
158-81	Site shown to 85000 158-81	Site 85000 to 86000 158-81
158-82	Site shown to 86000 158-82	Site 86000 to 87000 158-82
158-83	Site shown to 87000 158-83	Site 87000 to 88000 158-83
158-84	Site shown to 88000 158-84	Site 88000 to 89000 158-84
158-85	Site shown to 89000 158-85	Site 89000 to 90000 158-85
158-86	Site shown to 90000 158-86	Site 90000 to 91000 158-86
158-87	Site shown to 91000 158-87	Site 91000 to 92000 158-87
158-88	Site shown to 92000 158-88	Site 92000 to 93000 158-88
158-89	Site shown to 93000 158-89	Site 93000 to 94000 158-89
158-90	Site shown to 94000 158-90	Site 94000 to 95000 158-90
158-91	Site shown to 95000 158-91	Site 95000 to 96000 158-91
158-92	Site shown to 96000 158-92	Site 96000 to 97000 158-92
158-93	Site shown to 97000 158-93	Site 97000 to 98000 158-93
158-94	Site shown to 98000 158-94	Site 98000 to 99000 158-94
158-95	Site shown to 99000 158-95	Site 99000 to 100000 158-95

OFFICE OF ASSESSOR

CONSTITUTIONAL

Trucks, Service and Lease of Space  
to SAFETY RAILWAY SERVICE.

DATE: JULY 1941  
FILE NO. 158-11  
REVISION: 158-11  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

2902-292

Exhibit A

**EXHIBIT B**

**RIDER TO LEASE AGREEMENT DATED May 25, 2005 BY AND BETWEEN NORFOLK SOUTHERN RAILWAY COMPANY, AS LANDLORD, AND HERMAN LISCHKOFF, L.L.C., AS TENANT**

This Rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease Agreement, the terms of this Rider shall control.

1. **Renewal of Term.** Provided that Tenant is not in default at the time Tenant gives the applicable Renewal Notice (as hereinafter defined) to Landlord or at the time the then applicable term of this Lease would otherwise expire, Tenant shall have the right to renew the term of this Lease for one (1) period (each a "**Renewal Term**") of five (5) years each by giving written notice (each a "**Renewal Notice**") to Landlord no later than three (3) months prior to the expiration of the then-current Initial Term or Renewal Term. The renewal shall be on the same terms and conditions as are applicable during the immediately preceding Initial Term or Renewal Term, except that the amount of the initial annual rental for each Renewal Term (the "**Initial Renewal Rental**") shall be based on the fair market rental as to the Premises, as determined by Landlord in good faith (but the annual rental shall not decrease). Within thirty (30) days from the receipt of Tenant's notice of renewal, Landlord shall provide Tenant a written proposal as to the amount of Initial Renewal Rental to be paid during such Renewal Term. If Tenant disagrees with Landlord's proposal, Landlord and Tenant shall negotiate in good faith as to the amount of such Initial Renewal Rental. If Landlord and Tenant have been unable to agree upon such Initial Renewal Rental within sixty (60) days after the receipt of Tenant's notice of exercise, then the renewal granted by this Paragraph shall terminate, and the term of the Lease shall expire on the then scheduled expiration date.

The annual rental shall be increased (and not decreased) during each year of the applicable Renewal Term by the percentage of increase, if any, in the Index. The "**Renewal Adjustment Date**" shall mean the first anniversary of the commencement date for the applicable Renewal Term and each anniversary thereof during such Renewal Term. The Index published nearest to the commencement date for the applicable Renewal Term shall be the "**Renewal Base Index**". The Index published nearest to the date two (2) months prior to the Renewal Adjustment Date shall be the "**Renewal Adjustment Index**".

On each Renewal Adjustment Date, the annual rental shall be adjusted by multiplying the Initial Renewal Rental for the applicable Renewal Term by a fraction, the numerator of which fraction is the applicable Renewal Adjustment Index and the denominator of which fraction is the Renewal Base Index. The amount so determined shall be the annual rental payable under the Lease beginning on the applicable Renewal Adjustment Date and until the next Renewal Adjustment Date (if any).

2. **Waiver of Application Fee.** The \$500.00 application fee described in Paragraph 3 of this Lease is hereby waived by Landlord.

3. **Fire Sprinkler System.** Landlord grants Tenant permission for Tenant, at its expense, to install a fire sprinkler system, which sprinkler system shall be permitted by Landlord to remain on the Premises at the termination of this Lease.



For NORFOLK SOUTHERN RAILWAY CO

KLIN ROAD  
VA 24042-0034

Invoice Number	Invoice Date	Account Number
9112002336	DECEMBER 1, 2011	EN5380

HERMAN LISCHKOFF LLC  
3300 HOLCOMB BRIDGE RD STE 250  
NORCROSS, GA 30092-3298

**Remit To**  
NORFOLK SOUTHERN CORPORATION  
P.O. BOX 116944  
ATLANTA, GA 30368-6944

**Direct Inquiries To**  
540-524-5565 Fax 540-524-5531

**Invoice Description**

Agreement Date  
2005/05/25

Last Amended

Service  
Period  
From: 2011/12/01  
To : 2012/11/30

Amount  
5,448.00

LEASE 41,375 SQ FT OF LAND FOR BUILDING ENCROACHMENT  
M.P. 158-H LOCATED IN CONSTITUTION (FULTON COUNTY) GA  
LOCATION: CONSTITUTION GA

REFERENCE NUMBER: 1062105

BILL NUMBER: REN5380003

INCREASE TYPE: 1982-84=100 ALL URBAN CONSUMER

BASE INDEX - PERIOD: 2004/12 Percent: 190.30

CURRENT INDEX - PERIOD: 2011/10 Percent: 226.42

INCREASE AMOUNT:

1,034.06

**PLEASE PAY THIS AMOUNT**

**\$6,482.06**

Please Detach and Remit with Payment

Invoice Number	Invoice Date	Account Number
9112002336	DECEMBER 1, 2011	EN5380

HERMAN LISCHKOFF LLC  
3300 HOLCOMB BRIDGE RD STE 250  
NORCROSS, GA 30092-3298

**AMOUNT DUE \$6,482.06**

**PAYMENT DUE BY DECEMBER 31, 2011**

NORFOLK SOUTHERN CORPORATION  
P.O. BOX 116944  
ATLANTA, GA 30368-6944