



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • FEBRUARY 13, 2017

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

1. Invocation By: Reverend Donald Belcher, Sr., Senior Pastor, Crooked River Baptist Church -

Pledge to the Flag by: Boy Scout Troop 226

III. ROLL CALL

Kenneth E Smith Sr
Charles Grayson Day Jr.
James Ham
Jim McClain
Richard A. Winters

Mayor
Mayor Pro Tem
City Councilman
City Councilman
City Councilman

IV. CONSENT DOCKET

- A.** Approve the Council Minutes of the last regular Council Meeting
- B.** Approve the Agenda as Presented
- C.** Approve the Payments of Accounts Payable as Due and Funds Available

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

VII. PLANNING AND ZONING

1. APPLICATION FOR FINAL PLAT – Jeff Foster -

APPLICATION FOR FINAL PLAT - Jeff Foster, is requesting a final plat on 2.34 acres of tax parcel 107 017C on Hwy 40 at Middle School Road on behalf of Pavco Industries. Zoning is C-2. The plat presented shows 60' right-of-ways. It could not be approved as a minor plat due to the two streets. Planning Commission recommends approval.

2. APPLICATION FOR FINAL PLAT – Bennett Survey, Inc -

Bennett Survey, Inc, is requesting a final plat on 7.21 acres of tax parcel 023 0120 for 20 lots as Fairways Edge Phase 1E. Zoning is PD/R-1. This is about half of the remaining lots where all infrastructure is in place. Planning Commission recommends approval.

VIII. NEW BUSINESS

1. Lease Renewals for North Center -

Camden County Chamber of Commerce, Joint Development Authority (JDA), Camden Partnership, Work Source, Georgia. Staff recommends approval.

2. Approval of: Resolution of Support - I-95 @ CS 532/ST MARYS ROAD Lighting Project -

Resolution supporting the I-95 @ CS 532/ST MARYS Road High Mast Lighting Project, P.I. 0015194; Camden County. Support for this project as presented by St. Marys Mayor Pro Tem Jim Gant was discussed and approved by council at the March 14, 2016 city council meeting.

3. Approval Of: I-95 Exit 1 High Mast Lighting -

Authorization to execute the agreement between the Georgia Department of Transportation and City of Kingsland for the I-95 @ CS 532/St. Marys Road (Exit 1) Lighting Project. Support for the project was discussed and approved by Council at the March 14, 2016 City Council Meeting.

4. 1808 : Approval Of: Engagement Agreement for Appraisal Services -

Staff recommends approval.

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2017 by and between the City of Kingsland, Georgia ("Lessor") and The Camden Partnership, Inc. In consideration of the prompt payment of the rentals set out herein and the faithful performance by Lessee of all of its promises, covenants and obligations, Lessor demises and leases to Lessee and Lessee accepts for the term and subject to these provisions, the following described real property in the City of Kingsland, in Camden County, Georgia more specifically described as:

The Office numbered 9 as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "North Center." Lessee shall also have the right to use certain Common Areas located on the Property as set forth more fully herein.

This contract and lease is also subject to the following terms, promises, agreements, conditions, and covenants:

1. The term of this lease shall be for a period of two years commencing on the _____ day of _____, 2017 and ending on the _____ day of _____, 2019. The lease shall automatically renew for additional terms of one year each, unless either party gives written notice of its intent to terminate the lease. The notice to terminate the lease must be given at least 60 days nor more than 6 months prior to the end of the current lease term or any applicable future term.
2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the total sum of \$2.00 payable in yearly installments of \$1.00; for any renewals, Lessee shall pay a rental amount in the sum of \$1.00 per year.
3. Lessee shall use the Offices and, as allowed, the Common Areas, for the purposes of hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, and forums.
4. Lessee, and its employees and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas, streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, elevators, escalators, roadways, loading platforms, bus stops, restrooms, light facilities, ramps, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to the control and management of Lessor or such other parties as Lessor may decide upon and Lessor shall

have the sole authority to make such rules and regulations as in Lessor's sole discretion, may be appropriate concerning the use of the Common Areas.

5. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol at such events. Additionally, only Lessee and others leasing portions of the Property from Lessor shall have the right to utilize the Property and Common Areas for private events and functions. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.
6. Lessor shall be responsible for all reasonable charges for customary and frequent janitor and cleaning services to the Common Areas.
7. Lessor shall be responsible for all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, except that Lessee shall be responsible for its own telephone service. Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property.
8. Lessee agrees that it will, at its own expense, keep and maintain the interior of the Offices in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Offices from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessor shall keep in good repair the remainder of the Property, including but not limited to the Common Areas, heating and air conditioning equipment, roof (including structure, deck and insulation, flashing and membrane), foundations, exterior walls, landscaping, plumbing, sewer, septic, electrical and underground utilities; provided, however, that Lessor shall not be responsible for the repairs rendered necessary by the negligence of Lessee, its agents, employees or invitees. Lessor gives to Lessee exclusive control of the Offices and shall be under no obligation to inspect the same. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair.
9. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.
10. It is further agreed that Lessee shall not do or permit to be done anything in or upon any portion of the Property or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.

11. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed necessary.
12. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.
13. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.
14. Lessee shall, at its own responsibility and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Offices.
15. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.
16. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 30-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 30 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Offices and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.
17. The 30-days' prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Lessee at 531 North Lee Street, Suite 1, Kingsland, GA 31548. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.
18. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices

and all appurtenances or improvements in them in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition.

19. Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the Property or interest in the Property of the Lessor.
20. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Offices to the Lessor.
21. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.
22. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Offices, venue for the action shall lie in Camden County, Georgia.
23. In any action brought by any party for the enforcement of the obligations herein, the prevailing party shall be entitled to recover its costs of litigation and reasonable attorney fees.
24. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the ____ day of _____, 2014.

CITY OF KINGSLAND, GEORGIA

The Camden Partnership, Inc.

By: _____

By: _____

Its Mayor: _____

Its Chairman: _____

Attest: _____

Attest: _____

Its City Clerk: _____

Its Secretary/Treasurer: _____

Attachment: camden partnership inc lease (1805 : Lease Renewals for North Center)



State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2017 by and between the City of Kingsland, Georgia ("Lessor") and Camden County Joint Development Authority ("Lessee"):

In consideration of the prompt payment of the rentals set out herein and the faithful performance by Lessee of all of its promises, covenants and obligations, Lessor demises and leases to Lessee and Lessee accepts for the term and subject to these provisions, the following described real property in the City of Kingsland, in Camden County, Georgia more specifically described as:

The Offices numbered 1, 2, 3 and 4 as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "North Center." Lessee shall also have the right to use certain Common Areas located on the Property as set forth more fully herein.

This contract and lease is also subject to the following terms, promises, agreements, conditions, and covenants:

1. The term of this lease shall be for a period of two years commencing on the _____ day of _____, 2017 and ending on the _____ day of _____, 2019. The lease shall automatically renew for additional terms of one year each, unless either party gives written notice of its intent to terminate the lease. The notice to terminate the lease must be given at least 60 days nor more than 6 months prior to the end of the current lease term or any applicable future term.
2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the total sum of \$2.00 payable in yearly installments of \$1.00; for any renewals, Lessee shall pay a rental amount in the sum of \$1.00 per year.
3. Lessee shall use the Offices and, as allowed, the Common Areas, for the purposes hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, and forums.
4. Lessee, and its employees and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas, streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, elevators, escalators, roadways, loading platforms, bus stops, restrooms, light facilities, ramps, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to

the control and management of Lessor or such other parties as Lessor may decide upon and Lessor shall have the sole authority to make such rules and regulations as in Lessor's sole discretion, may be appropriate concerning the use of the Common Areas.

5. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol at such events. Additionally, only Lessee and others leasing portions of the Property from Lessor shall have the right to utilize the Property and Common Areas for private events and functions. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.
6. Lessor shall, at its expense, erect a sign monument on the portion of the Property facing U.S. Highway 17. The monument shall be construed in such a way that it allows Lessee and other lessees of the Property to affix signs to the monument bearing their respective names. Lessee shall be independently responsible for the cost of preparing its sign to be affixed to the monument.
7. Lessor shall be responsible for all reasonable charges for customary and frequent janitor and cleaning services to the Common Areas.
8. Lessor shall be responsible for all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, except that Lessee shall be responsible for its own telephone service. Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property.
9. Lessee agrees that it will, at its own expense, keep and maintain the interior of the Offices in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Offices from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessor shall keep in good repair the remainder of the Property, including but not limited to the Common Areas, heating and air conditioning equipment, roof (including structure, deck and insulation, flashing and membrane), foundations, exterior walls, landscaping, plumbing, sewer, septic, electrical and underground utilities; provided, however, that Lessor shall not be responsible for the repairs rendered necessary by the negligence of Lessee, its agents, employees or invitees. Lessor gives to Lessee exclusive control of the Offices and shall be under no obligation to inspect the same. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair.
10. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.

11. It is further agreed that Lessee shall not do or permit to be done anything in or upon any portion of the Property or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.
12. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed necessary.
13. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.
14. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.
15. Lessee shall, at its own responsibility and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Offices.
16. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.
17. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 30-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 30 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Offices and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.
18. The 30-days' prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached,

addressed to Lessee at 531 North Lee Street, Suite 1, Kingsland, GA 31548. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.

19. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices and all appurtenances or improvements in them in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition.
20. Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the Property or interest in the Property of the Lessor.
21. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Offices to the Lessor.
22. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.
23. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Offices, venue for the action shall lie in Camden County, Georgia.
24. In any action brought by any party for the enforcement of the obligations herein, the prevailing party shall be entitled to recover its costs of litigation and reasonable attorney fees.
25. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the ____ day of _____, 2014.

CITY OF KINGSLAND, GEORGIA

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

By: _____

By: _____

Its Mayor: _____

Its Chairman: _____

Attest: _____

Attest: _____

Its City Clerk: _____

Its Secretary/Treasurer: _____

Attachment: jda lease (1805 : Lease Renewals for North Center)



State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2017 by and between the **City of Kingsland**, Georgia ("Lessor") and **Camden County Chamber of Commerce** ("Lessee"):

In consideration of the prompt payment of the rentals set out herein and the faithful performance by Lessee of all of its promises, covenants and obligations, Lessor demises and leases to Lessee and Lessee accepts for the term and subject to these provisions, the following described real property in the City of Kingsland, in Camden County, Georgia more specifically described as:

Offices numbered 6, 7, and 8, as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "North Center." Lessee shall also have the right to use certain Common Areas located on the Property as set forth more fully herein.

This contract and lease is also subject to the following terms, promises, agreements, conditions, and covenants:

1. The term of this lease shall be for a period of two years commencing on the _____ day of _____, 2017 and ending on the _____ day of _____ 2019. Either party may terminate this lease without cause. If either party terminates this lease during the first twelve month period of this lease, then such party must give the other party six (6) months advance written notice. Thereafter, if either party desires to terminate this lease, then such party must give the other party ninety (90) days advance written notice. Upon the expiration of the initial lease agreement, the lease will automatically renew on an annual basis, unless either party gives such written notice of its intent to terminate the lease.
2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the yearly amount of \$1.00. For any renewals, Lessee shall pay a rental amount in the sum of \$1.00 per year.
3. Lessee shall use the Offices and the Common Areas, as allowed, for the purposes of operating a Chamber of Commerce and hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, and forums.
4. Lessee, and its employees and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas, streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, roadways, loading platforms, restrooms, light facilities, ramps, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to the control and management of Lessor or such other parties as Lessor may decide upon and Lessor shall have the sole authority to make such rules and

Regulations as in Lessor's sole discretion, may be appropriate concerning the use of the Common Areas.

5. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol beverages at such events. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.
6. Lessee covenants and agrees that it will not make or allow any waste of the Offices. Lessee further agrees that it will not make any material structural alterations or additions to the Offices except as may be approved in advance, in writing, by the Lessor.
7. Lessor shall be responsible for all reasonable charges for janitor and cleaning services to the Common Areas which the City may perform at its sole discretion.
8. Lessor shall be responsible for and will pay all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, except that Lessee shall be responsible for its own telephone and internet service. Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property.
9. Lessee agrees that it will, at its own expense, keep and maintain the interior of the Offices in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Offices from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessor shall bear the cost of repairs to the roof, exterior walls, and foundation. Lessor gives to Lessee exclusive control of the Offices and shall be under no obligation to inspect the same. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair.
10. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.
11. It is further agreed that Lessee shall not do or permit to be done anything in or upon any portion of the Property or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.
12. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed necessary.

13. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.
14. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.
15. Lessee shall, at its own responsibility and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Offices.
16. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.
17. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 60-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 60 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Offices and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.
18. The 60-days' prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Lessee at 531 North Lee Street, Suite 1, Kingsland, GA 31548. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.
19. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices and all appurtenances or improvements in them in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition.
20. Lessee covenants and agrees that it shall have no ³power to do any act or make any contract that may create

or be the foundation for any lien upon the Property or interest in the Property of the Lessor.

21. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Offices to the Lessor.
22. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.
23. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Offices, venue for the action shall lie in Camden County, Georgia.
24. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the _____ day of _____, 2017.

CITY OF KINGSLAND, GEORGIA

CAMDEN COUNTY CHAMBER OF COMMERCE

By: _____

By: _____

Its Mayor: _____

Its Chairman: _____

Attest: _____

Attest: _____

Its City Clerk: _____

Its Secretary/Treasurer: _____



PHILLIP T. WALKER
ARCHITECT, P.C.
607 MARA BROOKE LANE
BLACKSHEAR, GEORGIA 31516
912-338-8817



State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2017 by and between the **City of Kingsland**, Georgia ("Lessor") and **WorkSource Coastal**.

In consideration of the prompt payment of the rentals set out herein and the faithful performance by Lessee of all of its promises, covenants and obligations, Lessor demises and leases to Lessee and Lessee accepts for the term and subject to these provisions, the following described real property in the City of Kingsland, in Camden County, Georgia more specifically described as:

Office numbered 5 as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "North Center." Lessee shall also have the right to use certain Common Areas located on the Property as set forth more fully herein.

This contract and lease is also subject to the following terms, promises, agreements, conditions, and covenants:

1. The term of this lease shall be for a period of two years commencing on the _____ day of _____, 2017 and ending on the _____ day of _____ 2019. Either party may terminate this lease without cause. If either party terminates this lease during the first twelve month period of this lease, then such party must give the other party six (6) months advance written notice. Thereafter, if either party desires to terminate this lease, then such party must give the other party ninety (90) days advance written notice. Upon the expiration of the initial lease agreement, the lease will automatically renew on an annual basis, unless either party gives such written notice of its intent to terminate the lease.
2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the yearly amount of \$1.00. For any renewals, Lessee shall pay a rental amount in the sum of \$1.00 per year.
3. Lessee shall use the Offices and the Common Areas, as allowed, for the purposes of operating a Chamber of Commerce and hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, and forums.
4. Lessee, and its employees and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas, streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, roadways, loading platforms, restrooms, light facilities, ramps, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to the control and management of Lessor or such other parties as Lessor may decide upon and Lessor shall have the sole authority to make such rules and

Attachment: Work Source Coastal Lease (1805 : Lease Renewals for North Center)

Regulations as in Lessor's sole discretion, may be appropriate concerning the use of the Common Areas.

5. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol beverages at such events. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.
6. Lessee covenants and agrees that it will not make or allow any waste of the Offices. Lessee further agrees that it will not make any material structural alterations or additions to the Offices except as may be approved in advance, in writing, by the Lessor.
7. Lessor shall be responsible for all reasonable charges for janitor and cleaning services to the Common Areas which the City may perform at its sole discretion.
8. Lessor shall be responsible for and will pay all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, except that Lessee shall be responsible for its own telephone and internet service. Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property.
9. Lessee agrees that it will, at its own expense, keep and maintain the interior of the Offices in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Offices from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessor shall bear the cost of repairs to the roof, exterior walls, and foundation. Lessor gives to Lessee exclusive control of the Offices and shall be under no obligation to inspect the same. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair.
10. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.
11. It is further agreed that Lessee shall not do or permit to be done anything in or upon any portion of the Property or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.
12. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed necessary.

13. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.
14. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.
15. Lessee shall, at its own responsibility and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Offices.
16. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.
17. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 60-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 60 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Offices and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.
18. The 60-days' prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Lessee at 531 North Lee Street, Suite 1, Kingsland, GA 31548. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.
19. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices and all appurtenances or improvements in them in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition.
20. Lessee covenants and agrees that it shall have no ³power to do any act or make any contract that may create

or be the foundation for any lien upon the Property or interest in the Property of the Lessor.

21. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Offices to the Lessor.
22. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.
23. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Offices, venue for the action shall lie in Camden County, Georgia.
24. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the _____ day of _____, 2017.

CITY OF KINGSLAND, GEORGIA

WorkSource Coastal

By: _____

By: _____

Its Mayor: _____

Its Chairman: _____

Attest: _____

Attest: _____

Its City Clerk: _____

Its Secretary/Treasurer: _____



PHILLIP T. WALKER
ARCHITECT, P.C.
6079 MARA BROOKE LANE
BLACKSHEAR, GEORGIA 31516
912-338-8817



RESOLUTION # 2017-03**IN SUPPORT OF HIGH MAST LIGHTING ASSISTANCE FOR I-95 @ CS 532/ST
MARYS ROAD – LIGHTING**

WHEREAS, The City of Kingsland does hereby endorse the installation of all materials and equipment necessary for high mast lighting as part of the I-95 @ CS 532/ST MARYS Road – Lighting project; and

WHEREAS, Georgia Department of Transportation (Department) has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the Department funds apportioned to the Department by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; and

WHEREAS, Upon completion of said lighting system, and acceptance by the Department, the City of Kingsland shall assume full responsibility for the operation, the repair and the maintenance of the lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act; South Bound I-95 and Westside of interchange only.

WHEREAS, The Department shall retain ownership of all materials and various components of the entire lighting system. The City of Kingsland, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the Department.

NOW, THEREFORE, BE IT RESOLVED, That the City of Kingsland does hereby endorse the installation for high mast lighting as part of the I-95 @CS 532/ST MARYS Road – Lighting project.

AGREEMENT**BETWEEN****DEPARTMENT OF TRANSPORTATION****STATE OF GEORGIA****AND****CITY OF KINGSLAND**

This Agreement is made and entered into this _____ day of _____, 2017, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the CITY OF KINGSLAND, GEORGIA acting by and through its City Council, hereinafter called the **CITY**.

WHEREAS, the CITY has represented to the DEPARTMENT a desire to obtain high mast lighting as part of the *I-95 @ CS 532/ST MARYS Road – Lighting* project, said lighting to be installed under P.I. No. 0015194, Camden County;

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in: 1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for high mast lighting as part of the *I-95 @ CS 532/ST MARYS Road – Lighting* project, said lighting to be installed under P.I. No. 0015194, Camden County as shown on Attachment "A" attached hereto and made a part hereof.
2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the CITY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The CITY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The CITY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the CITY.

5. It is understood by the CITY that the DEPARTMENT has relied upon the CITY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the CITY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the CITY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the CITY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the CITY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the CITY with a statement of material costs upon completion of the installation.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day
and year first above written.

RECOMMENDED:

CITY OF KINGSLAND

BY: _____

Mayor

(SEAL)

DEPARTMENT OF TRANSPORTATION

BY _____

Commissioner

(SEAL)

WITNESS

Notary Public

This Agreement
approved by the City Council at a
meeting held at

this _____ day of _____,

2017.

ATTEST:

Treasurer

City Clerk

Attachment "A"



Project Location Map

I-95 @ CS 532/ST MARYS Road – Lighting (SB I-95 & Westside of Interchange only)
City of Kingsland (Camden County)
P.I. No. 0015194

Attachment: Agreement High Mast Lighting (1806 : Approval Of: I-95 Exit 1 High Mast Lighting)



FAIRVALUE ADVISORS, LLC
 The Pinnacle Building
 3455 Peachtree Road NE, Ste. 500
 Atlanta, Georgia 30326
 T: 888.212.0495 x102
 F: 888.212.0462
 www.fairvalueadvisors.com
 Email: kevin@fairvalueadvisors.com

February 9, 2017

Mr. James R. Coppage
 Attorney At Law
 3176 Cypress Mill Road
 Brunswick, GA 31525

Re: Financial Analysis & Valuation Related Assistance – Golf Cart Wholesale Outlet

Dear Mr. Coppage:

We are pleased to provide this letter confirming the retention of our firm, FairValue Advisors, LLC ("FVA") by you ("Client"). It is our understanding that we are engaged to assist you in your representation of your client, City of Kingsland located in Georgia ("Kingsland"). Pursuant to our agreement:

1. You initially require our assistance or consultation regarding the financial performance and/or value of Golf Cart Wholesale Outlet, LLC ("GCWO," or the Company).
2. Our specific responsibilities under this agreement are subject to change by mutual agreement.
3. Except as may be required by law, regulation, or judicial or administrative process, we will not disclose to anyone any information or documents related to this matter that are identified as confidential.
4. FVA will provide all services as independent professionals. Payment for the services provided will not depend upon our findings, the outcome of any legal action, mediation, or arbitration, the amount or terms of any settlement of any underlying legal cause, or on any contractual arrangement between you and any other person or party.
5. You or FVA may terminate work being performed under this agreement at any time. We will immediately stop all work upon notice of termination. You will be responsible for all fees and expenses incurred prior to termination.
6. The scope of our services, as well as the complexity and duration of this engagement, can vary greatly due to circumstances which may not be anticipated. Accordingly, fees for our services will be based on our time and expense incurred on this matter. We will charge

for professional time at our standard billing rates and for all direct expenses at our cost. Direct project expenses may include, but are not limited to courier services, document reproduction, exhibit production, engagement-associated travel, industry research with a direct cost, public company information including forward estimates, and precedent M&A transaction data provided by our third-party providers. Our standard billing rates, billed in 15 minute increments, are summarized in the following table.

FairValue Advisors' Standard Billing Rates

Service Area	Hourly Rate
Research & other information gathering activities	\$175 per hour
Telephonic and in-person meetings, document review, financial analyses, and valuation analyses	\$275 per hour
Deposition and testimony related activities including preparation	\$300 per hour

7. As a point of reference, professional fees in past engagements for the valuation of the equity of closely-held entities in legal matters have averaged \$10,000 - \$15,000. We understand other analyses may be required in this matter which may or may not contribute to the efforts required in a valuation. Our efforts in discovery elements and other efforts to assist may significantly influence total fees. This reference is not intended to be an estimate for the total cost of work performed.
8. A **\$5,000 retainer** is required to begin our work. The retainer will be applied towards our final invoice.
9. Invoices will be presented at logical points during the engagement, or as professional time accumulates, and are due upon presentation. Invoices will be considered past due thirty (30) days after the invoice date. Unpaid balances will accrue interest at the rate of 1½% per month until paid. If the circumstances of this matter require a report or testimony by a member, affiliate or employee of FVA, we require payment in full for all work performed to date prior to our report or testimony. We reserve the right to defer rendering further services until payment is received on past due invoices.
10. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire. To ensure that any problems with our invoices are resolved while the pertinent facts are fresh in the minds of the parties involved, we ask that you raise with us any questions or complaints regarding an invoice of ours within thirty (30) days following the date of the invoice. If we do not receive a definitive written complaint from you within such thirty (30) day period, then we agree to mutually and finally conclude

that you have no objections to the invoice or the services rendered and that you have waived the right to challenge the quality or propriety of the services or the fees and expense on the invoice. You agree to pay our collection costs and expenses (including internal or third-party legal fees) if collection actions are necessary.

11. You agree to provide us all documentation and information pursuant to our requests which we believe necessary to complete the engagement objectives as you may outline to us. We will notify you within a reasonable time of a failure to meet such requests. If we believe that a failure to make reasonably requested information available prohibits us from making conclusions in accordance with engagement objectives, we will so notify you. In such event, you will not hold us responsible and all fees and expenses will be paid to us in accordance with the terms of the engagement.
12. Any written reports or other documents that we prepare are to be used only for the purpose of this matter and may not be published or used for any other purpose without our express written consent.
13. **FVA warrants that it will perform its services in a professional manner. We make no further warranty of any kind, expressed or implied.** We may refuse to perform any act that we deem a violation of law, public policy, or our professional ethical standards, and in such event we may withdraw from the engagement without penalty.
14. You agree to indemnify and hold FVA and its respective officers, principals, employees, and affiliated partners and shareholders (FVA and each such person being an "Indemnified Party") harmless from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Parties may be subject under any applicable federal or state law, related to, or arising out of, the subject services and/or the engagement of FVA pursuant to this engagement and will reimburse any Indemnified Party for all reasonable expenses (including counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for, or defense of, any pending or threatened claim or action or proceeding arising therefrom, whether or not such Indemnified Party is a party. You will not be liable under the foregoing hold harmless and indemnification provisions to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court of competent jurisdiction to have resulted primarily from the bad faith, gross negligence or recklessness of an Indemnified Party.
15. FVA's maximum liability relating to services rendered under this engagement (regardless of form of action, whether in contract, negligence, or otherwise) shall be limited to the fee paid to FVA for the portion of its services or work product giving rise to liability. In no event shall FVA be liable for consequential, special, incidental, or punitive losses, damages, or expenses (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of their possible existence.
16. You have had the opportunity to investigate and verify FVA's, Rich Goeldner's, and Kevin Couillard's credentials, and you agree that they are qualified to perform the services described in this contract.

Mr. James R. Coppage
February 9, 2017

17. The work we will perform on this assignment will not constitute an examination, review or compilation of information in accordance with generally accepted auditing standards or an examination, review or compilation of prospective information in accordance with established standards by the American Institute of Certified Public Accountants. Accordingly, we will not express an opinion as defined by the American Institute of Certified Public Accountants on the financial, statistical or other data included in our findings.
18. FVA employees, officers or professionals may be admitted to the practice of law in one or more jurisdictions. You acknowledge and agree that FVA does not provide legal advice or undertake the legal representation of any persons.
19. If any provision of this agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.
20. This agreement shall be governed by the laws of the State of Georgia and settled in the courts of Camden County, Georgia.

If you have any questions or need further information, please call me directly at 678-291-9512.

Sincerely,

FAIRVALUE ADVISORS, LLC



Kevin P. Couillard ASA, CFA
Executive Director

Accepted and Agreed:

Signature: _____

Name: _____

Date: _____