

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Asset Purchase of Gymnastics Equipment & Sublease of Facility

DATE: 2/7/2025

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

~~ANNUAL-~~

OTHER

~~CAPITAL-~~

PRESENTED BY: Brooke Whitmire

COMMISSION ACTION REQUESTED ON: February 17th, 2025

PURPOSE: To Update the Board on the Gymnastics privatization and request approval of the Asset Purchase Agreement and Sublease of the current Gymnastics Program and Facility to Reign Elite Clarkesville LLC / Neva Daniels.

BACKGROUND / HISTORY: The Habersham BOC approved the negotiation of an asset purchase of all gymnastics equipment and sublease of the HCPR gymnastics facility in the December 2024 BOC meeting. A member from the Parks and Recreation Advisory Board was appointed, along with the Interim County Manager, and Director of the Parks and Recreation Department to serve as the committee to oversee this negotiation with the aid of the Habersham County Attorney. The committee met and discussed how best to approach the sale of the program. Once the committee reached a consensus they approached Reign Elite of Clarkesville LLC /Mrs. Daniels with those requests. Negotiations took place and the resulting proposal was mutually agreed upon.

FACTS AND ISSUES:

Neva Daniels (buyer) will

- Buyer proposes purchasing the remaining viable gymnastics equipment (assets) (after the storm damage) for \$50,000
- Buyer will invest an initial \$30,000 in immediate repairs and renovations
- Buyer agrees to take over the operations of the Habersham County Gymnastics program, keep the fee structure and class schedule the same or similar for at least 1 calendar year and guarantee participation for all who have pre-paid fees for Gymnastics competitions
- Buyer will be taking over the remaining lease (subleasing) through June of 2026 held by the County

Habersham County will

- Allow buyer or representatives from Reign Elite to be present during the disposal of damaged equipment so they may salvage any items they see fit
 - Allow buyer access to the facility prior to closing once the Asset Purchase Agreement has been executed to begin cleaning and restoration
 - Pay Reign Elite \$500 per month effective February 1st, 2025 for the use of Reign's facility by the Habersham County Gymnastics team while the facility remains untenable
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OPTIONS:

- 1) Approve Asset Purchase Agreement and Sublease of the Gymnastics Facility as proposed to Reign Elite LLC / Neva Daniels including special stipulations as recommended.
- 2) Deny Asset Purchase Agreement and Sublease of the Gymnastics Facility as proposed to Reign Elite LLC / Neva Daniels including special stipulations as recommended.
- 3) Commission defined alternative

RECOMMENDED SAMPLE MOTION:

Motion to Approve Asset Purchase Agreement and Sublease of the Gymnastics Facility as proposed to Reign Elite of Clarkesville LLC / Neva Daniels including special stipulations as recommended.

DEPARTMENT:

Prepared by: Brooke Whitmire

Director: Brooke Whitmire

**ADMINISTRATIVE
COMMENTS:**

_____ **DATE:** _____

County Manager

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of February_____. 2025, is entered into between HABERSHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Seller**") and REIGN ELITE CLARKESVILLE, LLC, a Georgia Limited Liability Company organized and existing under the laws of the State of Georgia and NEVA DANIELS-TRUDEL ("**Buyer**").

RECITALS

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the rights of Seller to the Purchased Assets (see Exhibit "A" attached hereto and incorporated herein), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the assets (the "**Purchased Assets**") set forth on Exhibit "A" attached hereto, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance.

Section 1.02 No Liabilities. Buyer does not agree to assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created except to sublease from Seller the Premises located at 583 Grant Street, Clarkesville, Georgia.

Section 1.03 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$50,000.00 inclusive of the value of the Goodwill purchased herewith from Seller (the "**Purchase Price**") along with participant lists with contact information. The Buyer shall pay the Purchase Price to Seller at the Closing (as defined herein) in funds on hand.

ARTICLE II CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place on such date and at such time as may be mutually agreeable to the parties (the "**Closing Date**") at the Habersham County Administration Building, 130 Jacob's Way, Clarkesville, Georgia. The Closing Date shall occur on or before March 31, 2025.

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer a bill of sale in form and substance satisfactory to Buyer (the "**Bill of Sale**") and duly executed by Seller, transferring the Purchased Assets to Buyer as well as the Goodwill;

(b) At the Closing, Buyer shall deliver to Seller the Funds representing the Purchase Price.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller warrants to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof and as of the Closing Date.

Section 3.01 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Purchased Assets; (b) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any material benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (c) result in the creation or imposition of any Encumbrance on the Purchased Assets.

Section 3.02 Title to Purchased Assets. Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances.

Section 3.03 Condition of Assets. The tangible personal property included in the Purchased Assets are in good working order, condition and repair, ordinary wear and tear excepted (excluding salvaged items). All service agreements and warranties pertaining to the equipment will be transferred to Buyer. The Seller represents and warrants that the equipment shall pass all inspections necessary to comply with all state and federal regulations.

Section 3.04 Compliance With Laws Seller has complied in all material respects, and is now complying in all material respects, with all applicable federal, state and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.05 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to Seller's knowledge, threatened against or by Seller (a) relating to or affecting the Purchased Assets; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Seller's knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE III are true and correct as of the date hereof and as of the Closing Date.

Section 3.06 Organization and Authority of Buyer; Enforceability. At the time of closing, Buyer will be a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 3.07 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation/organization, by-laws, operating agreement, or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.08 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE IV COVENANTS

Section 4.01 Covenants of Buyer:

The Buyer covenants to:

- Continue to provide high-quality gymnastics, including financial assistance programs, scholarships and community engagement and offer the same level or better programming to the citizens of Habersham County as previous offered and provided by the Parks & Recreation Department of Habersham County, Georgia.
- Take over the operations of the Habersham County Gymnastics Program, including subleasing of the Premises currently occupied by the program under a lease with RES

International, LLC by execution of said sublease with Habersham County at or before the time of Closing.

- Maintain the current fee structure for at least one calendar year from the date of Closing for all levels of participants in the Gymnastics Program being assumed by Buyer including a seamless transition for current athletes, maintaining existing schedules, tuition costs and team practices to the best of the Buyer's ability.
- Guarantee participation for all who have pre-paid fees for Gymnastic competitions and camps.
- Invest an initial \$30,000.00 for immediate repairs, renovations and equipment to ensure the facility meets safety and operational standards.
- Attest herein to having the financial resources to provide for the above covenants including payment of rents, utilities and insurance.
- Provide a Personal Guaranty by Buyer's principal.

Section 4.02 Covenants of Seller:

The Seller covenants to:

- Provide Participants List including telephone numbers, email and heads of household.
- Provide Bill of Sale for all equipment purchased.
- Provide Sublease of Lease with RES International, LLC.
- Be responsible for removal of all items within the Premises; however, representatives of Reign Elite shall be notified of such activity and may be present to salvage any items for its use.
- Allow representatives of Reign Elite access to the Premises prior to closing once the within Asset Purchase Agreement has been executed upon notice to the County in the presence of County personnel.
- Pay Reign Elite \$500.00 per month effective February 1, 2025 for the use of Reign Elite's facility by the Habersham County Gymnastics Team while the Premises are untenable, with this obligation ceasing once the Premises may be occupied again as determined by the parties hereto.

Section 4.03 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

**ARTICLE V
MISCELLANEOUS**

Section 5.01 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) when mailed, by certified or registered mail, return receipt requested, postage prepaid, or the date received or refused. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this paragraph):

If to Seller:	Habersham County, Georgia 130 Jacob's Way Clarkesville, GA 30523
with a copy to:	Donald T. Hunt, County Attorney 1001 Riverside Drive, Suite A Gainesville, GA 30501 E-mail:hunt@huntandtaylor.com
If to Buyer:	Reign Elite Clarkesville, LLC c/o Neva Daniels-Trudel 100 Running Deer Road Cleveland, Georgia 30528

Section 5.02 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 5.03 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 5.04 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder and the Exhibits, the statements in the body of this Agreement will control.

Section 5.05 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer shall have the right to assign this Asset Purchase Agreement to an entity to be formed by Buyer prior to closing.

Section 5.06 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 5.07 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 5.08 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Section 5.09 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 5.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized under seal.

SELLER: HABERSHAM COUNTY

Jimmy Tench
Chairman
Board of Commissioners

**SIGNATURES CONTINUED ON FOLLOWING
PAGE**

BUYER:

Neva Daniels-Trudel
Reign Elite Clarkesville, LLC

Neva Daniels-Trudel
Individually

GUARANTY AGREEMENT

Date: _____, 2025
Gainesville, Georgia

THIS GUARANTY AGREEMENT is made as this _____ day of _____, 2025, by **NEVA DANIELS-TRUDEL** (hereinafter “Guarantor”) in favor of **HABERSHAM COUNTY, GEORGIA** (hereinafter “Sublessor”).

RECITALS:

1. WHEREAS, Sublessor has agreed to sublease the Premises located at 583 Grant Street, Clarkesville, Georgia to **REIGN ELITE CLARKESVILLE, LLC** a Georgia limited liability company, (“Sublessee”) for the remaining term (June 30, 3026) of the original Lease in exchange for payment of all rents and utilities due under the original Lease, thereby assuming all obligations of Habersham County, Georgia under said Lease; and

2. WHEREAS, the Sublease to Sublessee was requested by, and directly benefits Guarantor, and Sublessor would not have been willing to sublease to the Sublessee without the full and unconditional guaranty of payment by Guarantor of all liability and indebtedness under the Sublease; and

3. WHEREAS, Guarantor agrees to guaranty the Sublease payments;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, Guarantor agrees as follows:

Guarantor hereby unconditionally guarantees the full and prompt payment when due, whether by acceleration or otherwise, and at all times hereafter, of: (a) all indebtedness of Sublessee owed to Sublessor under the Sublease, which indebtedness includes the full rental and utility payments as well as payment for all other obligations under the original Lease where were assumed by Sublessee as a part of the Sublease referenced hereby; (b) all expenses, including without limitation attorneys’ fees, incurred in the collection under the Sublease; (c) all other charges and expenses, including without limitation late charges, and the payment of all costs, expenses, charges and other expenditures required to be made by the Sublessee; and (d) all other indebtedness now or hereafter owed by Sublessee to the Sublessor, however incurred. All such items (a), (b), (c), and (d), are herein called the “Liabilities.”

In the event that Sublessee fails to pay the Liabilities when due, Guarantor shall, upon the written demand of the Sublessor, promptly and with due diligence pay the Liabilities.

Guarantor expressly represents, warrants and acknowledges that the subleasing of the Premises to Sublessee were, are and will be of direct interest, benefit and advantage to Guarantor. The undertakings of Guarantor hereunder are independent of the Liabilities of the Sublessee, and a separate action or

actions for payment, damages or performance may be brought and prosecuted against Guarantor as to the Sublease, whether or not an action is first brought against the Sublessee, and whether or not the Sublessee be joined in any such action or actions, and whether or not notice be given or demand be made upon the Sublessee.

Guarantor hereby expressly waives: (a) notice of the acceptance of this Guaranty; (b) notice of the existence or creation of the Sublease or all or any of the Liabilities; (c) presentment, demand, notice of dishonor, protest, and all other notice whatever; and (d) any claim of inadequate diligence on the part of the Sublessor in collection or protection of, or realization upon, any of the Liabilities or in enforcing any remedy available to it under any of the Sublease.

No delay or failure on the part of the Sublessor in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Sublessor of any right or remedy herein shall preclude other or further exercise thereof or the exercise of any other right or remedy.

Guarantor agrees that until each and every one of the covenants and agreements of this Guaranty Agreement is fully performed, Guarantor's obligations hereunder shall not be released, in whole or in part, by any action or thing which might, but for this provision of this Guaranty Agreement, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission on the part of the Sublessor.

This is a continuing guaranty and shall remain in full force and effect as to Guarantor until the Liabilities due under this Guaranty Agreement have been paid in full. This Guaranty Agreement does not supersede any other guaranty, or any other agreements, executed and delivered by any guarantor, jointly or severally, in favor of the Sublessor.

Guarantor covenants and agrees that, if this Guaranty Agreement is enforced or collected against Guarantor by or through an attorney, Guarantor will pay fifteen percent (15%) of the amount so collected as attorneys' fees in connection therewith. Any notice, demand, request or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been duly given or made if either delivered personally to the addressee or mailed by certified or registered mail addressed to the last known address of the addressee. (No obligation to give notice may be inferred from the inclusion herein of this paragraph.)

This Guaranty Agreement shall inure to the benefit of the Sublessor, its successors and assigns, and shall bind Guarantor and her heirs, legal representatives, successors and assigns.

This Guaranty Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Time is of the essence of this Guaranty Agreement. Guarantor agrees that any dispute arising out of this Guaranty Agreement shall be adjudicated in either the state or federal courts of Georgia and in no other forum. For that purpose, Guarantor hereby submits to the jurisdiction of the state or federal courts of Georgia. If any provision of this Guaranty Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of the remaining provisions of this Guaranty Agreement.

UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS GUARANTY AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUBLESSOR TO SUBLEASE THE PREMISES TO WHICH THIS GUARANTY AGREEMENT RELATES. FURTHER, THE GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF SUBLESSOR, NOR SUBLESSOR'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE,

THAT SUBLESSOR NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO SUCH REPRESENTATIVE HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

SIGNED AND DELIVERED as of the day and year first above written.

Guarantor:

By: _____ (Seal)
NEVA DANIELS-TRUDEL

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT made this ___ day of _____, 2025, by and between HABERSHAM COUNTY, GEORIGIA (Parks & Recreation Department), a subdivision of the State of Georgia ("Sublessor") and REIGN ELITE CLARKESVILLE, LLC, a Georgia limited liability company, (" Sublessee").

Whereas, Sublessor is the lessee of certain office space at 583 Grant Street, Clarkesville, GA; and

Whereas, the parties have agreed to sublease all of said space to Sublessee;

Now, therefore, in consideration of the sum of \$10.00 and other good and valuable considerations, the receipt and adequacy of which are acknowledged by the parties, Sublessor agrees to sublease all of said space to Sublessee on the terms and conditions set forth herein.

1. Premises. Sublessor does hereby lease and rent to Sublessee that certain space at 583 Grant Street, Clarkesville, Georgia ("Premises").

2. Term. The term of this Sublease shall be for the remainder term of the original lease ("Lease") with RES International, LLC ("Lessor") beginning with the date occupancy is returned to Sublessor following the rebuilding and repairing of the Premises by the Lessor until June 30, 2026, unless sooner terminated as hereinafter provided.

3. Rental. Sublessee shall pay rent equal to the current rental obligation of Sublessor to Lessor plus monthly utilities attributable to the Premises, due and payable on the first day of each month. Payments shall be made to the Habersham County Finance Department for Sublessor.

4. Use of Premises. Premises shall be used by Sublessee as a gymnastics facility in accordance with the current permitted purposes. Sublessee shall not use the Premises for any illegal purpose. Sublessee's use of the Premises shall comply with any rules established by Lessor and Sublessor for Sublessee's use of the Premises as set forth in the Lease.

5. Repairs. Sublessee accepts the Premises in its present condition and as suited for the uses intended by Sublessee. Sublessee shall keep and maintain the Premises in good repair and in accordance with the terms and requirements of the Lease.

6. Indemnity. Sublessee agrees to indemnify and save harmless Sublessor (and Lessor) against all claims for damages to persons or property arising from Sublessee's sublease of the Premises as well as damages of any type which are or may be assessed against the Sublessor by the Lessor under the Lease.

7. Remedies Upon Default. Sublessee shall be in default in the event (a) Sublessee fails to pay rent when due; (b) Sublessee fails to cure a nonmonetary breach of the terms of this Sublease

within five days of a notice of default from Sublessor; or (c) Sublessee files for protection under the U. S. Bankruptcy Code. In event of default, Sublessor shall have the right to terminate this sublease and take possession of the Premises. Upon such termination, Sublessee shall at once surrender possession of the Premises and remove all of Sublessee's effects therefrom. In the event of default, Sublessee shall be liable for all unpaid rents through the date of termination. Sublessee shall also be liable for Sublessor's attorneys' fees incurred in enforcing Sublessor's rights under this Agreement.

8. No Estate in Land. Sublessee's rights to the Premises under this Sublease shall be a usufruct interest only.

9. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

10. Waiver of Rights. No failure of Sublessor to exercise any power given hereunder, or to insist upon strict compliance by Sublessee shall constitute a waiver of Sublessor's right to demand compliance with the terms hereof.

11. Time of Essence. Time is of the essence of this agreement.

12. No Rights to Assign or Sublease. Assignment of this Sublease, or subleasing by Sublessee is strictly prohibited.

13. Entire Agreement. This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No amendments hereof shall be effective unless in writing, signed by both parties.

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

SUBLESSOR: Habersham County, Georgia

By: Chairman Jimmy Tench

SUBLEESSEE: Reign Elite Clarkesville, LLC

By: Neva Daniels-Trudel