

**FACILITIES LEASE**  
**for**  
**LOCAL CHARTER SCHOOL**

This School Facilities Lease (“Lease”) is made and entered into as of July, 1 2023 (“Effective Date”) by and between the **DeKalb County Board of Education** (“Landlord” or “District”) and **The GLOBE Academy, Inc.**, a Georgia non-profit corporation (“Tenant”).

WHEREAS, Landlord is the owner of the land and buildings at 2225 Heritage Drive N.E. Atlanta, Georgia, 30345, DeKalb County, Georgia, commonly known as the Heritage School (“Premises”), Tax Parcel No. 18.205.01.097.

WHEREAS, Tenant is Georgia non-profit corporation that operates a locally-chartered school by that *Charter for The Globe Academy between The Globe Academy, Inc. and the DeKalb County Board of Education* dated June 2, 2023 (“Charter”).

WHEREAS, Landlord seeks to lease the Premises to Tenant and Tenant seeks to lease such Premises from Landlord upon the terms and conditions detailed below.

**ARTICLE I**  
**DEMISE OF PREMISES**

- a. For and in consideration of the covenants and agreements contained herein and other valuable consideration, Landlord shall lease to Tenant, upon the following terms and conditions, the Premises. The Premises shall include all improvements, fixtures, and appurtenances on and to the land and buildings.
- b. Tenant accepts the Premises in its "AS IS, WHERE IS" condition, "WITH ALL FAULTS," and without any warranties or representations (express or implied) whatsoever and Landlord shall have no obligation to perform any improvements to the Premises or to provide any allowance in connection therewith. The taking of possession of any portion of the Premises by Tenant shall be conclusive evidence that Tenant has inspected the Premises and accepts the same "as is" and that the Premises are in good and satisfactory condition for Tenant's use.
- c. All personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant. Landlord shall not be liable for theft thereof or for any damages thereto, such theft or damage being the sole responsibility of Tenant.

**ARTICLE II**  
**INSPECTION PERIOD**

Provided Tenant is not already a tenant of the Premises as of the Effective Date, Tenant shall have a period of ninety (90) days from the Effective Date (such period referred to as the

"Inspection Period") in which to conduct with respect to the Premises whatever tests, investigations, and inspections Tenant may deem appropriate in connection with Tenant's intended use; provided, however, that Tenant shall restore the Premises to the condition in which it existed prior to such testing in the event Tenant should terminate this Lease for any reason prior to the Commencement Date. Tenant may terminate this Lease for any reason or no reason at all without penalty at any time prior to the expiration of the Inspection Period upon delivery of written notice of the same to Landlord. Upon such timely termination, neither party shall thereafter have any obligations hereunder (except for the foregoing obligation on the part of Tenant to restore the Premises, which obligation shall expressly survive such termination).

### **ARTICLE III RENT AND TERM**

- a. Rent. Tenant shall pay to Landlord rent of One and no Dollars (\$1.00) per year. Such rent is due on the Commencement Date and shall be paid yearly on the anniversary of such Commencement Date.
- b. Term. The initial term of this Lease shall be the term of the Charter (the "Initial Term") and shall commence on July 1, 2023 (the "Commencement Date") and expire on June 30, 2028 (the "Initial Term Expiration Date"), unless extended as hereinafter provided for.
- c. Extension Options. Tenant shall have one (1) option to extend the Lease (such option being herein referred to as an "Extension Option") upon renewal of its current Charter as a local charter for the same length of time as the term of the Charter renewal (the "Extension Term"). Provided Tenant is not then in default of any term or condition of this Lease (beyond any applicable notice and cure period), Tenant may exercise the Extension Option by delivering written notice to Landlord no less than three hundred sixty five (365) days prior to the expiration of the then-current Initial Term. Should Tenant elect not to extend the term of this Lease, the term of this Lease shall terminate and expire upon the expiration of the then-current Initial Term. If the Extension Options is exercised, the term of this Lease shall be automatically extended for the applicable Extension Term, upon all of the same terms, conditions and covenants as set forth herein, without the requirement of any further instrument to evidence such extension.

### **ARTICLE IV CONTINGENCIES AND TERMINATION**

- a. The Lease is contingent upon Tenant obtaining and maintaining the Charter.
- b. The Lease is further contingent upon Tenant obtaining the proper Site Approval, Architectural Review and School Code Approval in coordination with the Georgia Department of Education's Facilities Services Division.
- c. In the event the Charter is terminated, expires or is revoked for any reason, this Lease shall automatically terminate as of the date of termination, expiration or revocation.
- d. Landlord may terminate this Lease at any time during the Initial or Extension Term upon at least eighteen (18) months' advance written notice to Tenant provided that that Premises is no longer defined as "unused facilities" pursuant to O.C.G.A. § 20-2-2068.2 because the Premises has been included in the District's five-year educational facilities plan.

- e. Landlord may terminate this Lease at any time should Tenant breach any material term of the Lease, which breach is not cured within thirty (30) days following Tenant's receipt of written notice of the same (or, if such failure cannot be corrected within such thirty (30) day period, if Tenant does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within a reasonable time).
- f. Tenant may terminate this Lease at any time by delivering eighteen (18) months' advance written notice to Landlord.

## **ARTICLE V USE AND OCCUPANCY**

- a. Tenant may use the Premises for operation of a public charter school in accordance with its local Charter and all uses incidental thereto, provided that the primary use is for an educational purpose (the "Permitted Use"). Notwithstanding the foregoing, Tenant may use or allow the use of the Premises for occasional educational-related purposes so long as such non-educational purposes are ancillary to, and not in lieu of, the Permitted Use.
- b. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or do or permit anything to be done in the Premises which: (a) causes or is liable to cause injury to persons, to the Premises, the Building, or its equipment, facilities or systems; (b) impairs the character, reputation or appearance of the Premises; or (c) impairs the proper and economic maintenance, operation and repair of the Premises or its equipment, facilities or systems.
- c. The Tenant agrees, prior to students occupying any building or facility on the Premises, to obtain a Certificate of Occupancy from the local jurisdiction for such facility.
- d. Tenant shall comply with the terms of the Charter, the Charter Schools Act of 1998, and any rules, regulations, policies or procedures established by the State Board of Education consistent with the Charter Schools Act. A copy of the Charter is affixed hereto as Exhibit "A."

## **ARTICLE VI OPERATING EXPENSES AND MAINTENANCE**

- a. Expenses. Tenant shall pay all expenses relating to the operation and maintenance of the Premises throughout the Term. The parties expressly acknowledge and agree that Tenant's covenant to maintain the Premises as contained in this Article is good, valid and sufficient consideration for the granting of the leasehold estate by Landlord to Tenant.
- b. Maintenance. Tenant shall keep the Premises in good, clean and habitable condition and shall at its sole cost and expense keep the Premises free of insects, rodents, vermin and other pests and make all repairs and replacements of every kind in connection with Tenant's use of the Premises. Without limiting the coverage of the previous sentence, it is understood that Tenant's obligations with respect to the maintenance and repair of the Premises include the repair and replacement of all lighting, heating, air conditioning, glass, electrical, mechanical, plumbing, sewer, fixtures, ducts, conduits and pipes that serve the Premises exclusively to the extent located within the Premises. In addition, Tenant shall maintain in good condition (including repairs and replacements) the heating, ventilating and air conditioning equipment,

lines and ducts exclusively serving the Premises, whether located inside or outside the Premises. Tenant shall maintain a service contract for the regular seasonal maintenance of the air conditioning and heating equipment with a reputable contractor at all times during the Term.

- c. Improvements. Tenant shall have the right to (i) renovate the Premises (including the existing building(s) and all improvements related or ancillary thereto), (ii) erect or install upon the Premises one or more modular buildings, (iii) install and connect all utility services as may be necessary, (iv) install fencing and signage, and (v) alter and change the landscaping, grassed areas and paved surfaces located upon the Premises so as to optimize the functionality of the Premises for the Permitted Use. All such installations, improvements and modifications shall be at Tenant's sole expense and subject to applicable local, state and federal law or code. All permanent improvements made by Tenant shall remain with the Premises following the expiration or earlier termination hereof; however, Tenant may remove any of its trade fixtures, furniture, and equipment. Tenant shall promptly pay when due the entire cost of all work done by it to the Premises and shall keep the Premises free of liens for labor or materials. Should mechanics', materialmen's or other similar liens be filed against the Premises by reason of the acts of either party hereto, such party shall cause the lien to be canceled and discharged of record by bond or otherwise within thirty (30) days of receiving actual notice of such lien.
- d. Procurement Procedures. Tenant agrees to follow the rules for meeting Public Works Construction bidding requirements as set forth in Georgia code and/or State Board Rules pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1, *et seq.*).
- e. Facilities Grants. Tenant agrees to follow all applicable local, state and federal laws and regulations regarding any grants received by Tenant for improvements to the Premises.

## **ARTICLE VII INSURANCE**

- a. Insurance. From and after the earlier of (i) Tenant's entrance upon the Premises to commence renovations or (ii) the Commencement Date, Tenant shall carry commercially reasonable general commercial liability and property insurance with respect to the Premises and Tenant's operations therein. Landlord's specific insurance requirements are attached hereto as *Exhibit 18, DCSD Assurances and Required Statements, p. 7 through 10*. Landlord must be named as an additional insured on all such policies. If either party carries all-risk or other property insurance, then such policy shall contain a waiver of subrogation in favor of the other party, as herein below set forth. All such insurance coverages may be carried under "blanket" or "umbrella" policies from insurers licensed in the State of Georgia.
- b. Mutual Release and Waiver of Subrogation. Landlord and Tenant hereby release each other and anyone claiming through or under the other by way of subrogation from any and all liability for any loss of or damage to property, whether caused by the negligence or fault of the other party, to the extent of any recovery made by the parties hereto for such loss or damage under any all-risk or other property insurance policy now or hereafter issued covering the Premises. In addition, Landlord and Tenant shall cause each such insurance policy carried by them insuring the Premises or the contents

thereof, to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy. The provisions of this Section shall survive the expiration or earlier termination of this Lease for a period of two (2) years.

### **ARTICLE VIII EMINENT DOMAIN**

- a. Condemnation. If during the Term hereof, all or substantially all of the Premises shall be taken under power of eminent domain by any public or private authority, then Tenant may elect to terminate this Lease as of the date of such taking; subject, however, to the right of Tenant, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Lease, for all or such part of the period between the date of such taking and the date when possession of the Premises shall be taken by the taking authority.
- b. Award. If this Lease is terminated pursuant to this Article VIII, all compensation awarded for any taking of the Premises shall belong to Landlord and Tenant hereby assigns its interest in any award for such taking, to Landlord.
- c. Dealings with Taking Authority. Landlord and Tenant agree to promptly notify the other party when either of them receives actual notice of a taking or a threat thereof. Landlord and Tenant shall cooperate in good faith in contesting any taking, if such contest is desired by either party, with the contesting party bearing all costs and expenses thereof and, if said taking cannot be reasonably prevented, the contesting party shall endeavor to obtain the highest award possible for the property taken, the costs of said endeavor to be borne by the parties in proportion to their respective awards.
- d. Termination. In the event of any termination of this Lease as the result of the provisions of this Article, Landlord and Tenant, effective as of such termination, shall release each other from all liability and obligations thereafter arising under this Lease, except where terms and obligations expressly survive any such termination.

### **ARTICLE IX QUIET ENJOYMENT**

Contingent upon Tenant's compliance with the terms of this Lease, Landlord agrees that Tenant shall quietly and peaceably hold, possess and enjoy the Premises for the full term of this Lease and any extensions thereof without any hindrance or molestation by Landlord or anyone claiming by, through, or under Landlord. Landlord warrants that it owns fee simple title to the Premises subject only to matters of record and shall defend title to the Premises against the claims of all persons claiming by, through or under Landlord except with respect to matters of record.

### **ARTICLE X HAZARDOUS MATERIALS**

Tenant acknowledges that Landlord has not conducted any environmental testing of the Premises. However, to the best of Landlord's knowledge and belief, Landlord is not



DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

With a copy by  
similar means to:

Hall Booth Smith, P.C.  
Attn: H. Eric Hilton, Esq.  
191 Peachtree Street NE, Suite 2900  
Atlanta, GA 30303

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or at such other address as may be specified from time to time in writing by either party. All such notices hereunder shall be deemed to have been given on the date of delivery unless delivery is refused or cannot be reasonably made, in which case the date of refusal or inability to deliver shall be deemed the date notice has been given.

- e. Successors and Assigns. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
- f. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- g. Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto. The captions used in this Lease are for convenience only and do not limit or amplify the provisions hereof.
- h. Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof", "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders and the singular form shall include the plural when the context so requires.
- i. Brokerage Commissions. Landlord and Tenant each warrants and represents to the other that there are no brokers, finders fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this Lease or on behalf of either of them. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all costs, expenses, liabilities, causes of action, claims or suits by any party for compensation, commissions, fees or other sums claimed to be due or owing with respect to the representation of Tenant in effecting or procuring this Lease.
- j. Governing Law. This Lease shall be construed under the laws of the State of Georgia.
- k. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any work, service, or other act required under this Lease to be performed by the party, and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period

for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. Lack of financial resources by either party shall not constitute a force majeure event hereunder, regardless of the reason for the lack of financial resources.

- l. Indemnity. Tenant shall indemnify and hold Landlord harmless from all cost, expense, liability, obligation, claim or action, including without limitation reasonable attorney's fees actually incurred, arising from Tenant's use and occupancy of the Premises under this Lease, except for matters arising from Landlord's willful misconduct.
- m. Entire Agreement. This Lease (including all exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written communications between the parties. No subsequent amendment or agreement shall be binding upon either party unless it is signed and delivered by both parties hereto. This Lease may be executed in counterparts.
- n. Landlord's Right to Inspect. Landlord may enter upon the Premises to inspect same upon reasonable advance notice to Tenant, which shall be written notice unless an emergency condition exists, in which case Landlord shall give such notice as is practicable under the circumstances. Any such entry by Landlord shall be undertaken with due care and so as to minimize interference with operations on the Premises to the extent reasonably practicable.
- o. No Agency Relationship. Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither any provision contained in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

[SIGNATURE PAGE FOLLOWS]

**LANDLORD:**

**DEKALB COUNTY BOARD OF  
EDUCATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_, Chair

Title: Board Chair

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Superintendent, DCSD

**TENANT:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT "A" - CHARTER**

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