

LEASE AGREEMENT

STATE OF GEORGIA

COUNTY OF BIBB

THIS AGREEMENT (the “Agreement” or “Lease”) made and entered into this ____ day of _____, 2023, by and between the BOARD OF PUBLIC EDUCATION FOR BIBB COUNTY, the governing body of the Bibb County School District, hereinafter referred to as “Tenant”, and MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY, hereinafter referred to as “Landlord”.

1. PREMISES. Landlord, for and in consideration of the rentals, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Tenant, has leased and rented, and by these presents does lease and rent, unto Tenant and Tenant hereby agrees to lease and take, upon the terms and conditions which hereinafter appear, the following described real property and improvements located and being in Bibb County, Georgia (hereinafter “Premises”), as shown on EXHIBIT “A” attached hereto and incorporated herein by reference.
2. PERMITTED USE. The Premises shall be used as an educational facility and for no other purpose without the Landlord’s prior written consent, which shall not be unreasonably withheld.
3. TERM. The term of this Agreement shall commence on the first (1st) day of July, 2023 (the “Commencement Date”) and shall end on the thirtieth (30th) day of June, 2073, unless sooner terminated as hereinafter provided (hereinafter called “Lease Term”). Landlord and Tenant acknowledge, understand and agree that the Lease Term is for a period of fifty (50) years to insure Tenant’s undisturbed use and possession of the facilities and the Premises and to specifically satisfy the requirements of 34 CFR §75.603.
4. RENTAL. Tenant agrees to pay to Landlord promptly on the Commencement Date and on each anniversary hereof, during the Lease Term an annual rental in the amount of Ten and 00/100 Dollars (\$10.00). The aforesaid payments of rent are to be made payable to Landlord at 200 Cherry Street, Suite 100, Macon, Georgia 31201, or at such other place as Landlord may from time to time designate in writing to Tenant.
5. UTILITIES. Tenant shall be solely responsible for all charges for gas, electricity, telephone and other utility services used, rendered, supplied or imposed upon the Premises regardless of who is the supplier and shall indemnify Landlord and save it harmless against any liability or charges on account thereof. If Tenant does not pay said utility charges when

due, Landlord may pay same, and such payment shall be added as additional rental hereunder.

6. TAXES. There shall be no payment due for ad valorem taxes against the Premises as it is tax exempt.
7. OBLIGATIONS OF TENANT. Tenant agrees as follows:
 - a) Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant.
 - b) Tenant shall, at its expense, maintain the Premises in good order and repair except those repairs expressly required hereunder to be made by Landlord. In the event Tenant fails to make said repairs, then Landlord may, but shall not be obligated to, make such repairs in which event Tenant shall promptly reimburse Landlord for all reasonable expenses incurred thereby, said expenses constituting additional rental hereunder. Tenant agrees to return the Premises to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.
 - c) Tenant shall not use the Premises for any illegal purpose or violate any statute, regulation, rule or order of any governmental body nor create or allow to exist any nuisance or trespass nor do any act in or about said Premises, nor deface or injure the Premises or said building nor overload the floor of the Premises of said building.
 - d) Tenant shall, at its sole expense, comply with all statutes, regulations, rules ordinances and orders of any governmental body, department or agency thereof, and abide by and observe the rules and regulations printed on this Lease, or attached hereto, which are hereby made a part hereof, together with such amendments thereto.
 - e) Tenant shall report immediately in writing to Landlord any defective condition in or about the Premises known to Tenant.
 - f) Tenant shall, before the termination of this Lease, remove from the Premises all its personal property which this Lease allows Tenant to remove and surrender such Premises and the keys thereto to Landlord in the same condition as at the beginning of this Lease, natural wear and tear only expected. Such property of Tenant as it fails to remove from the Premises or the Building containing same after the termination of this Lease in any manner shall be considered as abandoned by Tenant and may be disposed of by Landlord in any manner whatsoever without accounting to Tenant for the same or being liable in any way to Tenant for such disposition.

8. TENANT IMPROVEMENTS AND REMOVAL OF FIXTURES.

- a) In the event any mechanics', laborers', materialmen's or other liens shall be filed against the Premises or the real property upon which they are situated by reason of work, labor, services or materials performed or furnished to or at the instance of Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be so discharged of record or bonded with security satisfactory to Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded with security satisfactory to Landlord after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord together with interest at the rate of ten percent (10%) per annum and all costs and expenses, including all attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as additional rental on the first day of the next following month, or may, at Landlord's election, be subtracted from any sums owing to Tenant.
 - b) All trade fixtures and trade apparatus owned and installed by Tenant in the Premises shall remain the property of Tenant and shall be removable at any time prior to the expiration of the Lease Term; provided Tenant shall not at any time be in default of any terms or covenants of this Lease; provided, however, that Tenant shall not remove air conditioning, air ventilating and heating fixtures, lighting fixtures, dock levelers or carpeting; and, further, provided that Tenant shall simultaneously repair any damage to the Premises caused by the installation or removal of same. If Tenant is in default, Landlord shall have a lien on Tenant's property located in or on the Premises and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. All fixtures installed by Tenant shall be new or like new and of good quality.
9. REPAIRS BY LANDLORD. Landlord shall have no obligation to make repairs to the Premises and the buildings located thereon (the "Buildings").
10. TENANT'S INSURANCE. Tenant agrees to carry, at its expense, insurance against fire and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring (a) Tenant's trade fixtures, furniture, furnishings, special equipment, floor and wall coverings and all other items of personal property of Tenant located on or within the Premises, and (b) alterations and improvements made by Tenant to the extent that the same are not covered by Landlord's fire and extended coverage insurance, such coverage to be in an amount equal to the full replacement costs thereof. Tenant further agrees to carry public liability insurance covering the Premises and Tenant's use thereof with companies and in a form satisfactory to Landlord with minimums of \$500,000 on account of bodily injuries to or death of one person and \$1,000,000 on account of bodily injuries to or death of more than one person as a result of any one accident or disaster, and with \$100,000 coverage for property damaged in an accident, said policy or policies to protect Tenant and Landlord, as their interests may appear. Prior to the commencement date of this Lease, Tenant shall furnish Landlord with certificates evidencing such coverage. Landlord and

Tenant agree to cause waivers of subrogation to be included in their policies of fire and extended coverage insurance, and each party hereby waives any right of recovery against the other for losses to the extent covered by said policies of insurance; provided, that such waivers shall not void such policies nor prohibit recovery thereof. Said fire and extended coverage insurance policies and said liability insurance policies shall bear endorsements to the effect that the insurer agreed to notify Landlord not less than thirty (30) days in advance of modification or cancellation thereof. Notwithstanding anything to the contrary contained in this Agreement, Tenant shall not be deemed to have waived or relinquished by any provision of this Agreement its sovereign or charitable immunity against any claims that may be asserted against it.

11. DESTRUCTION BY FIRE OR OTHER CASUALTY, EMINENT DOMAIN. If the Premises is damaged or destroyed so as to make the Premises untenable due to fire, casualty or is sold pursuant to the exercise of the power of eminent domain by any public authority, and if such damage or destruction cannot be repaired within sixty (60) days of the date of such damage or destruction, Tenant shall have the right to cancel and terminate the Lease as of the date of such damage or destruction by giving the Landlord written notice of its intention to do so within ninety (90) days after the date of such damage or destruction. If such notice is not given or if the damage can be repaired within sixty (60) such days, Landlord may, at Landlord's sole expense, restore the Premises to as near the condition which existed immediately prior to such damage or destruction; provided, however, that in the event the Premises is not so restored within sixty (60) days, excluding from said period loss of time caused by delays beyond Landlord's control, either party may, upon the expiration of said sixty (60) day period by notice to the other party, terminate this Lease as of the date of damage or destruction. Tenant may make a claim on any policy of insurance that it shall carry with respect to fire or other casualty for inventory or equipment which Tenant owns or leases on the Premises.
12. ASSIGNMENT. Landlord and Tenant shall not have the power to assign or sublet this Lease unless the prior written consent of the other party to such act or action shall have been obtained.
13. DEFAULT AND REMEDIES. The following events shall be deemed to be "events of default" hereunder:
 - a) Tenant shall fail to pay any rent on or before the due date,
 - b) Tenant shall make an assignment for the benefit of its creditors, or
 - c) Tenant shall file a petition under any provision of any federal bankruptcy act or have such a petition filed against it, or should a receiver or trustee be appointed to take charge or custody of all or any portion of Tenant's property, voluntarily or involuntarily, or
 - d) Tenant shall assign, mortgage or encumber this Lease or sublet the whole or any part of the Premises in violation of the terms of this Lease, or

- e) Tenant shall fail to perform or observe any other covenant, agreement or requirement of this Lease.

Upon the occurrence of an event of default as hereinabove defined, and the failure of Tenant to remedy said default within five (5) days after written notice thereof, Landlord shall have, at its option, the following rights:

- i. To terminate this Lease and re-enter upon the Premises and take possession thereof by any lawful means with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry and all damages to Landlord by reason of Tenant's default, including, the cost of recovering possession of the Premises, expenses of reletting including necessary renovation, repairs and alteration of the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term.
- ii. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the Court. If any rent owing under this Lease is collected by or through an attorney at law, Tenant shall pay as additional rent fifteen (15) percent thereof as attorney's fees.

14. TERMINATION. At any time during the Lease Term, Tenant may terminate this Lease for the following reasons:

- i. Tenant may terminate this Lease if Tenant fails to appropriate the funds necessary from the State of Georgia to appropriately operate educational career pathways on the premises;
- ii. Tenant may terminate this Lease if there is a lack of student enrolment or interest in the educational career pathways offered on the premises;
- iii. Tenant may terminate this Lease if there is an inability to sufficiently staff the educational career pathways offered to students on the premises; or
- iv. Tenant may terminate this Lease if the educational career pathways offered on the premises are eliminated by the Georgia Department of Education.

Tenant will evaluate all possible uses of the Premises prior to making a final determination regarding termination, prepare an analysis evaluating the possible alternative uses of the Premises, and, if no alternative use is feasible, Tenant may then terminate the Lease. Tenant will give Landlord written notice of such intent not less than ninety (90) days prior to such termination date.

15. LAW GOVERNING DISPUTES. The parties agree that the laws of the State of Georgia will govern all disputes under this agreement, and determine all right hereunder.

16. RELEASE AND INDEMNITY. As a material consideration to Landlord, Tenant agrees that Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from

any cause, except for damages resulting from Landlord's gross negligence or willful misconduct, and Tenant waives all claims against Landlord for damage to persons or property arising for any reason, except damage resulting directly from Landlord's breach of its express obligations under this Agreement which Landlord has not cured within a reasonable time after written notice of such breach from Tenant. Tenant shall indemnify and hold Landlord harmless from all damages including attorneys' fees and costs arising out of any damage to any person or property occurring in, on or about the Premises or Tenant's use of the Premises or Tenant's breach of any term of this Agreement, except for damages resulting from Landlord's gross negligence or willful misconduct. Notwithstanding anything to the contrary contained in this Agreement, Tenant shall not be deemed to have waived or relinquished its sovereign or charitable immunity against any claims that may be asserted against it, for which indemnity may be sought.

17. NOTICES. All notices required by law or by this Lease to be given Landlord or Tenant shall be deemed to have been properly given or made on the second (2nd) day after the same is deposited in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

If to Landlord: _____

If to Tenant: Board of Public Education of Bibb County

Attn: _____

Or to such other address as each party may from time to time designate in writing to the other.

18. NO WAIVER AND ENTIRE AGREEMENT. No failure or delay of Landlord to exercise any right or power given herein or to insist upon strict compliance by Tenant of any obligation imposed on it herein and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or modification of the terms hereof. Nor shall any such act or omission by Landlord be deemed to be a waiver by Landlord of any right it has herein to demand strict compliance with the terms hereof by Tenant. This Lease, and any attachments hereto, constitutes and contains the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representation or agreement between the parties affecting the Premises shall have any legal effect. No agent or employee of Landlord has or shall have any authority to waive any provision of this Lease unless such waiver is expressly made in writing and signed by Landlord.
19. SEVERABILITY. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable, because of present or future laws or any rule or regulation of any government body or entity, effective during its term, or otherwise, this Lease shall remain in full force and effect and the remaining parts of this Lease shall not be affected thereby.
20. TIME OF ESSENTCE. Time is of the essence of this agreement.

21. RULES AND REGULATIONS. Tenant, its servants, employees, agents, visitors, invitee, and licensees shall observe faithfully and comply strictly with any rules and regulations which may be contained herein and such other and further reasonable rules, regulations, and amendments thereto as Landlord may, from time to time, find necessary or proper and adopt for the safety, care and cleanliness of the Premises and/or the Building and for the preservation of good order therein. Tenant shall require its agents, servants, employees, visitors, invitees, and licensees to observe faithfully and comply strictly with all such rules, regulations and amendments.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals.

Date: _____

MACON-BIBB COUNTY URBAN
DEVELOPMENT AUTHORITY

By: _____

Date: _____ BOARD OF PUBLIC EDUCATION FOR
BIBB COUNTY, THE GOVERNING BODY OF THE BIBB COUNTY SCHOOL DISTRICT

By: _____(LS)
Juawn A. Jackson, President

By: _____(LS)
Dr. Dan A. Sims
Superintendent

EXHIBIT A

All that tract or parcel of land lying and being in Land Lots 156 and 157 of the Fourth Land District of Bibb County, Georgia, in the City of Macon, and being known and distinguished as Parcel "A," containing 5.15 acres according to the plat prepared by James A. Gordon, Jr., Georgia Registered Land Surveyor, dated December 19, 1977, and of record in Plat Book 63, Page 9, Clerk's Office, Bibb Superior Court, which said plat is by this reference thereto incorporated herein for a more complete and accurate description of said 5.15 acre tract of land. There is a commercial building located on the above-described property known under the present numbering system of the City of Macon as 2122 Eisenhower Parkway.

Less and except an area of 10 feet by 10 feet where the billboard is located on the above described property. It is the intent of the parties that Butler Family Holdings, LLLP retains ownership of the billboard area.

Also conveyed is access rights to the billboard for the purposes of maintenance and service. This would include the employees of Outdoor West.