

**STATE OF GEORGIA
DEKALB COUNTY**

Intergovernmental Agreement

This Intergovernmental Agreement (“Lease”) is made this ____ day of _____, 2015 (the “Effective Date”), by and between the **Atlanta Board of Education**, (“Lessor” or “Landlord”), acting by and through its authorized officials signing below, and the **Board of Education of the City of Decatur** (“Lessee” or “Tenant”), acting by and through its authorized official signing below.

W I T N E S S E T H

Section 1. Definitions. For purposes of this Lease, the following definitions apply:

- 1.1 “Effective Date” means the date stated in the first paragraph above.
- 1.2 “Lease Commencement Date” means June 1, 2016.
- 1.3 “Lease Expiration Date” means May 31, 2019.
- 1.4 “Premises” means approximately 2.2 acres of improved property, including without limitation three buildings together comprised of approximately 33,396 square feet (the “Building”), located at 145 Fourth Avenue SE, Atlanta, DeKalb County, Georgia 30317, as more particularly described or depicted on Exhibit “A” attached hereto and incorporated herein by reference.
- 1.5 “Use” means for educational purposes of the City Schools of Decatur as determined by the Lessee.
- 1.6 “Rent” means \$79,377.96/year payable in monthly installments of \$6,614.83, as detailed in Schedule 1 attached hereto and incorporated herein by reference. Lessor and Lessee agree to and shall re-negotiate the Rent if and when a professional development and resource-sharing agreement pertaining to instructional programming is made between Lessor and Lessee. Any changes to the Rent payable under this Lease shall be evidenced by a written amendment to the Lease executed by Lessor and Lessee.
- 1.7 “Rent Commencement Date” means July 1, 2016.
- 1.8 “Address for Rent Payment” means:

Property Management Office
Atlanta Public Schools
1631 LaFrance Street, NE
Atlanta, GA 30307

1.9 “Address for Notices” means:

To Landlord: Superintendent
Atlanta Public Schools
130 Trinity Avenue SW
Atlanta, GA 30303

With copies to: General Counsel
Atlanta Public Schools
130 Trinity Avenue SW
Atlanta, GA 30303

To Tenant: Superintendent
City Schools of Decatur
125 Electric Avenue
Decatur, GA 30030

Section 2. Lease of Premises. For and in consideration of Tenant’s agreement to pay the Rent and all other sums due hereunder as and when the same shall become due, and for other good and valuable consideration the receipt and sufficiency of which is expressly acknowledged, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises described in Section 1.4 for the Term of this Lease and any Extended Term thereof, subject to the terms, covenants, and conditions set forth herein. The lease of the Premises to Tenant includes the non-exclusive right of Tenant and Tenant’s agents, representatives, guests, invitees and subtenants, to enter upon and utilize the Premises for the purposes set forth herein, but does not include any other rights not specifically set forth herein.

Section 3. Acceptance and Maintenance. Tenant warrants and represents to Landlord that Tenant has inspected the Premises. The taking of possession of the Premises by Tenant constitutes Tenant’s acknowledgement that Tenant accepts the Premises “AS IS,” “WHERE IS,” and “WITH ALL FAULTS,” whether known, unknown, patent, or latent, without any representation or warranty whatsoever by Landlord, and with the understanding that Landlord will not be responsible for any defect, condition, suitability, upkeep, repair, or maintenance of the Premises. Tenant shall, throughout the Term and any Extended Term of this Lease, at Tenant’s expense, keep, maintain, repair, and preserve the Premises (including but not limited to the Building, all improvements now or hereafter located thereof, and all appurtenances thereto) in good order, condition and repair. On the 1st day of February throughout the Term and any Extended Term of this Lease, Tenant shall provide Landlord with documentation of all repairs of and maintenance for the Premises undertaken during the preceding calendar year.

Section 4. Use. Tenant shall use the Premises for the purposes described in Section 1.5. Tenant’s use of the Premises shall at all times comply with all applicable laws and with the policies of the Atlanta Board of Education as amended from time to time, that relate to the use of rental property of the Atlanta Board of Education, which laws and policies are incorporated herein by reference. The Premises shall not be used for any illegal purposes, and Tenant shall not

allow, suffer, or permit any vibration, noise, odor, light, or other effect to occur within or around the Premises that could constitute a nuisance or trespass. No materials, which are explosive or hazardous, shall be kept, brought, or stored on the Premises. Tenant shall not violate any law, ordinance, or restrictive covenant affecting the Premises, and shall not use the Premises so as to cause cancellation of, prevent the use of, or increase the rate of, the fire and extended coverage insurance policy required hereunder. Landlord makes no (and does hereby expressly disclaim any) covenant, representation, or warranty on whether Tenant's Use is allowed by or is in compliance with applicable laws, rules, ordinances, or restrictive covenants now or hereafter affecting the Premises. Tenant hereby expressly acknowledges and agrees that Tenant shall conduct and rely solely on its own due diligence and investigation with respect to the compliance of Tenant's Use with all applicable laws, rules, ordinances, and restrictive covenants.

Section 5. Term. This Lease shall be in full force and effect from the Effective Date. The Term of the Lease shall commence on the Lease Commencement Date and shall expire on the Lease Expiration Date, unless such term is otherwise extended in accordance with the Extended Term provisions in Section 6 hereof or terminated in accordance with Section 7 herein below.

Section 6. Option to Extend Term. Subject to the terms and conditions herein, Tenant shall have the conditional option to extend the Term, on the same terms and conditions hereof, for two additional periods of four years each (each an "Extended Term"), provided: (a) Tenant delivers a written request to Landlord for each Extended Term requested, no earlier than 90 days nor later than 60 days prior to the expiration of the then current Term; (b) no Event of Default exists at the time of the exercise of such option, which event by notice and/or the passage of time would constitute an Event of Default if not cured within the applicable cure period; and (c) Landlord determines the Property is not needed for educational purposes during the Extended Term.

Section 7. Landlord Right to Terminate. Notwithstanding any provision to the contrary contained in this Lease, Landlord and Tenant specially stipulate and agree that if Landlord, in Landlord's sole discretion, determines the Premises are needed for educational purposes, then Landlord may terminate this Lease without penalty or charge by providing Tenant with - 1 year's advance written notice of termination. In such event this Lease and all subleases, if any, shall terminate on the date set by Landlord in Landlord's notice of termination. Tenant shall be solely responsible for providing and shall provide corresponding notice of termination to all subtenants, if any.

Section 8. Security Deposit. Intentionally Omitted.

Section 9. Rent. Beginning on the Rent Commencement Date, continuing on the first day of each month thereafter throughout the Term and each Extended Term (if any), Tenant shall pay Landlord Rent in advance in accordance with the Rent schedule attached hereto as Schedule 1 and incorporated herein by reference. Rent shall be sent to the address specified in Section 1.8. Lessor and Lessee agree to and shall re-negotiate the Rent if and when a professional development and resource-sharing agreement pertaining to instructional programming is made between Lessor and Lessee. Any changes to the Rent payable under this Lease shall be evidenced by a written amendment to the Lease executed by Lessor and Lessee.

Section 10. Taxes.

- 10.1 Real Estate Taxes. Tenant shall pay prior to delinquency all real estate taxes, assessments, or other governmental charges that shall or may be imposed or arise in connection with Tenant's Use of the Premise or any part thereof during the Term and any Extended Term, and all taxes assessed in lieu of or in addition to the foregoing under all present or future laws of all governmental authorities whatsoever. Landlord shall provide Tenant with a copy of the applicable tax or assessment bill after receipt thereof. Tenant shall provide proof of payment of the bill to Landlord within ten (10) days after payment.
- 10.2 Personal Property Taxes. Tenant shall pay or cause to be paid, before the delinquency date, all tangible personal property taxes in connection with the personal property located on the Premises during the Term and any Extended Term of this Lease.
- 10.3 Applicability. Subsections 10.1 and 10.2 above shall apply to the extent Tenant is not exempt from such taxes.

Section 11. Utilities. All accounts for utilities servicing the Premises shall be set up in Tenant's name and Tenant shall timely pay all utility charges.

Section 12. Insurance. Tenant shall obtain and maintain in full force during the Lease Term and any additional time that Tenant possesses or is otherwise responsible for all or any portion of the Premises the following types and amounts of insurance:

- 12.1 Commercial Liability Insurance, with contractual liability broad form comprehensive general liability endorsement, insuring Tenant, Landlord and any other person designated by Landlord, against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on the Premises, or arising out of the condition, use, or occupancy of the Premises, or in any way occasioned by or arising out of the activities of Tenant, its agents, contractors, employees, guests, invitees or licensees in the Premises or the Project, the limits of such policy or policies to be in amounts not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence combined single limit. Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
- 12.2 Property Insurance. All-risk or "special form" property insurance in an amount adequate to cover loss of the replacement value of the Building, all personal property, decorations, trade fixtures, furnishings, equipment, alterations, Tenant's leasehold improvements and betterments, and all other contents located or placed in the Premises. For these purposes, Landlord and Tenant acknowledge and agree that Landlord shall calculate and provide Tenant with the replacement cost of the Building on an annual basis, or from time to time as Landlord deems appropriate, and Tenant shall insure and/or adjust Tenant's insurance coverage on the Building as necessary to ensure the property insurance fully covers the replacement cost of the Building as provided by Landlord.
- 12.3 Workers' Compensation Insurance covering all persons employed, directly or indirectly, in connection with any work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of Tenant with

respect to whom death or bodily injury claims could be asserted against Tenant, as required by the laws of the State where the Premises is located or of the United States.

- 12.4 All of the aforesaid insurance except the Workers' Compensation Insurance required by subparagraph (c) above shall be written in the name of and shall insure Landlord, to the extent of their interests in the property covered, and Tenant, and shall be written by one or more responsible insurance companies satisfactory to Landlord and in form satisfactory to Landlord; all such insurance shall contain endorsements as follows: such coverage shall (i) name Tenant as insured, and (ii) name Landlord as additional insured and loss payee, as applicable. Tenant shall deliver certificates thereof to Landlord no later than ten (10) days prior to the Lease Commencement Date, which certificates shall reflect that the policies shall not be canceled or amended with respect to Landlord or the Premises except upon 30-days' prior written notice by the insurance company to Landlord. However, if any work is to be performed for Tenant's improvements, such certificate shall be delivered to Landlord prior to commencement of any improvements.

Section 13. Alterations and Improvements. Subject to the prior written consent of Landlord and the terms hereof, Tenant shall have the right to install and construct, alterations of, and improvements on, the Premises. Tenant shall submit Tenant's request and Tenant's plans for the proposed construction of any alterations to, or improvements or structures on the Premises (the "Work") to Landlord for approval prior to any Work being performed. Landlord shall approve or reject the proposed Work within 60 days following receipt of Tenant's request. Upon approval by Landlord, all Work shall be performed in and completed at Tenant's sole cost and expense; and in a good workmanlike manner in conformity with all governmental codes, statutes, rules, and regulations. In soliciting and performing the Work, Tenant shall comply with all requirements by Landlord and all laws applicable to public works construction in the State of Georgia including without limitation the requirements of O.C.G.A. § 13-10-91 and the Georgia Local Government Public Works Construction Law. Notwithstanding the foregoing, however, nothing herein is intended, nor shall anything herein be construed, to make Landlord liable for the accuracy, efficacy, defectiveness or any other attribute of such plans, or for any such Work; and Landlord hereby expressly disclaims any and all such liability. All capital improvements approved by Landlord and constructed by Tenant shall become and remain the property of Landlord. All capital improvements made to the Premises by Tenant shall be amortized over a 15-year period. In the event Landlord terminates this Lease prior to the expiration of the Term then, Landlord agrees to and shall reimburse Tenant for any capital improvements approved by Landlord and made by Tenant which have not been fully amortized over said fifteen year period, at reimbursement cost equal to the remaining un-depreciated value of the capital improvement on a fifteen year amortization schedule.

Section 14. Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord (which consent Landlord may grant or deny in its sole discretion), assign, sublease, or otherwise transfer this Lease or any of its rights hereunder, or any part thereof, or permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law.

Section 15. Damage or Destruction. In the event the Premises, the Building, or any improvements on the Premises, or any part thereof is damaged by fire or other cause, Tenant

shall promptly repair same to the extent that Tenant receives insurance proceeds for such damage, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage until the damage is repaired for any portion of the Premises not reasonably suitable for Tenant's continued use and occupancy. Such abatement of rent shall be made pro rata as determined by Landlord based on and in accordance with the extent to which the damage and the making of the repairs interferes with Tenant's use and occupancy of the Premises. If the Premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of the date.

Section 16. Hazardous Substances.

- 16.1 Neither Tenant, its successors or assigns, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any "Hazardous Substance" (as hereinafter defined) on the Premises or any part thereof or (ii) permit the "release" (as hereinafter defined) of a Hazardous Substance on or from the Premises or any part thereof unless the manufacturing, treatment, use, storage, disposal, or release of a Hazardous Substance is approved in writing by Landlord.
- 16.2 To the extent allowed by law, Tenant covenants, at its cost and expense, to protect, indemnify, defend and save Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, or expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or out of any Hazardous Substance on, in, under or affecting the Premises or any part thereof as a result of any act or omission by Tenant, its successors or assigns, or any assignee, permitted sublessee, licensee or other person or entity acting at the direction, knowledge or implied consent of Tenant. Said indemnity shall survive the termination of this Lease.
- 16.3 The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time, ("CERCLA") or (ii) determined to be hazardous, toxic, a pollutant or contaminant, under or regulated by, any federal, state, or local statute, law, ordinance, rule, regulation or judicial or administrative order or decision, as same may be amended from time to time, including, but not limited to, petroleum and petroleum products, asbestos and PCB's. The term "release" shall have the meaning given to such term in Section 101(22) of CERCLA.

Section 17. Default and Remedies.

- 17.1 Event of Default. The happening of any one or more of the following shall be deemed to be an event of default under this Lease (an "Event of Default"):

- 17.1.1 The failure by Tenant to cease any conduct prohibited by this Lease within 30 days after receipt of written notice from Landlord requesting cessation thereof;
 - 17.1.2 The failure by Tenant to cease any conduct or eliminate any condition which poses a danger to person or property within 12 hours or receipt of written notice from Landlord requesting cessation of such conduct or elimination of such conditions;
 - 17.1.3 Tenant shall make an assignment for the benefit of its creditors which assignment is not withdrawn within 30 days after the date Landlord mails notice of such default to Tenant;
 - 17.1.4 The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of Tenant or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein are not discharged within 30 days after the institution of such proceedings;
 - 17.1.5 The doing, or permitting, or any act by Tenant which creates a lien against the land or building of which the Premises is a part and the same not being released within 30 days after the lien is filed;
 - 17.1.6 Failure of Tenant to cause Landlord to receive payment of any installment of Rent or other charges or money obligation herein required to be paid by Tenant to Landlord by 5:00 p.m. on the date such payment is due and payable and such failure continues for a period of 30 days after such due date;
 - 17.1.7 Tenant's failure to occupy the Premises by the Lease Occupancy Date;
 - 17.1.8 Tenant's abandonment of the Premises;
 - 17.1.9 Failure of Tenant to comply with any covenant or provision of this Lease (except those described in 17.1.1 through 17.1.8) within 30 days after Landlord mails such notice of default to Tenant; provided, however, that Tenant shall have such additional time as may be necessary to cure such default, if Tenant shall have initiated and is diligently pursuing a cure.
- 17.2 Landlord's Remedies. In the event of any Event of Default by Tenant, Landlord may at any time thereafter, without notice and demand and without limiting Landlord in the exercise of any other right or remedy that Landlord may have by reason of such default or breach do any of the following:
- 17.2.1 Landlord may terminate this Lease and all subleases, by giving written notice of such termination to Tenant, whereupon this Lease and all subleases shall automatically cease and terminate and Tenant and all subtenants shall immediately surrender the Premises. Upon termination, Tenant shall pay Landlord, upon demand, all Rent due through the effective date of the Lease

termination, all actual damages incurred by Landlord, and all other amounts due under this Lease.

17.2.2 With or without the termination of this Lease, Landlord may proceed to recover possession of the Premises under and by virtue of the provisions of the laws of the State of Georgia, or by such other proceedings, including re-entry and possession, as may be applicable.

17.2.3 Pursue any and all other rights and remedies provided under Georgia law.

17.3 Reentry by Landlord. If Landlord reenters the Premises or terminates this Lease pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages that may be caused by such reentry or termination by Landlord.

17.4 No Waiver. No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under this Section 17 hereof or under any other provisions of this Lease shall operate as a waiver of any rights of Landlord hereunder, at law or in equity or under any other provisions of this Lease, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or of any other default. No express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated. The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.

17.5 Attorneys Fees and Enforcement Costs. If Landlord requires an attorney to judicially enforce any of the provisions of this Lease, Landlord shall be entitled to payment by Tenant of all reasonable and actual expenses and costs incurred by Landlord.

Section 18. Notice. Any and all notices or demands required or permitted herein shall be in writing and served (i) personally, (ii) by certified mail, return receipt requested, or (iii) by guaranteed overnight courier, at the addresses provided in Section 1.9 above. If served personally, service shall be conclusively deemed made at the time of such delivery. If served by certified mail, service shall be conclusively deemed made 48 hours after the deposit thereof in the United States mail, postage prepaid. If served by overnight courier, service shall be conclusively deemed made one business day after deposit with such courier. Either party may specify a different address by written notice to the other party according to the terms of this Section 18.

Section 19. Quiet Enjoyment. Landlord covenants that, if Tenant is not in default hereunder, Tenant shall at all times during the Term peaceably and quietly have, hold and enjoy the Premises without disturbance from Landlord, subject to the terms of this Lease and to the rights of Landlord hereunder and any other party presently or hereinafter secured by any deed to secure debt against the Premises. Notwithstanding, Landlord or its duly authorized representatives may

enter upon said Premises at reasonable times during the Term of this agreement for the purpose of determining whether or not Tenant is complying with the terms and conditions hereof or for any other purpose incidental to the rights of Landlord.

Section 20. Liability and Indemnification. Landlord shall be free from all liabilities and claims for damages for or by reason of any injury to any persons or property of any kind whatsoever, whether the person or property of parties, their agents or employees, or third persons from any cause or causes whatsoever or occasioned by any occupancy or use of the Premises (or any part thereof) or any activity carried thereon by or at the insistence of Tenant. To the extent permitted by law, Tenant hereby agrees to and shall indemnify, defend, release and hold harmless Landlord from all liabilities, damages, charges, expenses (including legal fees) and costs on account or by reason of any such injuries, liabilities, claims, suits or losses, however occurring. Notwithstanding the foregoing, nothing contained in this Section 20 shall be intended to be a waiver in any respect whatsoever of Landlord's rights to assert (under any circumstances whatsoever), its claim of governmental immunity from any liability or damages asserted against it by any natural person or entity created by law.

Section 21. Termination or Expiration; Holdover.

- 21.1 No termination of this Lease, whether at or prior to the expiration of the Term hereof, shall affect Landlord's right to collect rent for the period prior to termination hereof.
- 21.2 At the expiration or earlier termination of the Term of this Lease, Tenant shall surrender the Premises and all improvements, alterations and additions thereto (with the exception of Tenant's personal property and any trade fixtures moveable without damage to the Premises) to Landlord, clean and neat, and in the same condition as at the Lease Commencement Date, any normal wear and tear excepted. Tenant shall promptly remove any and all trash and debris generated and/or brought upon the Premises by Tenant or Tenant's agents, invitees and guests.
- 21.3 If Tenant remains in possession of the Premises after expiration of the Term, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant-at-sufferance at the greater of (i) 150% of the then current fair market base rental value of the Premises, as determined by Landlord, or (ii) 150% of the Rent in effect at the end of the Term, in either case, such rental being due and payable in monthly installments on the first day of each month, until possession of the Premises is surrendered. Tenant shall also continue to pay all other additional Rent and other sums due hereunder, and there shall be no renewal of this Lease by operation of law. In addition to the foregoing, Tenant shall be liable for all damages, direct and consequential, incurred by Landlord as a result of such holdover. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's possession and occupancy of the Premises shall reinstate, continue, or extend the Term or Tenant's right of possession.

Section 22. Miscellaneous.

- 22.1 Time Is Of The Essence. Time is of the essence with respect to all of each party's obligations under this Lease.

- 22.2 Authority and Compliance. Tenant warrants and represents that Tenant has the power and authority and has been duly authorized to enter into this Lease and to perform its obligations hereunder, and that Tenant shall at all times during the Term hereof comply with all applicable laws, rules and regulations, including without limitation all applicable environmental laws and regulations, in its use, occupancy, construction and operation of the of the Premises.
- 22.3 Brokers. The parties represent to each other that neither used the services of any broker or finder in connection with this Lease.
- 22.4 Eminent Domain. If the Premises or any part thereof shall be taken by any governmental or quasi-governmental authority pursuant to the power of eminent domain, this Lease shall automatically terminate as of the date of such taking, and Tenant shall make no claim for compensation in such proceedings. All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the interest of Landlord or Tenant, whether as damages or as compensation, will be the property of Landlord. In the event of such taking, rent shall be paid to the date of vesting of title in the condemning authority.
- 22.5 Partial Invalidity. If any Lease provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.
- 22.6 Remedies Cumulative; No Waiver. The rights and remedies granted herein or by law or equity are separate and no one of them, whether or not exercised, shall be deemed to exclude other rights or remedies. No failure of a party to exercise, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of any right or remedy granted hereunder. Receipt by Landlord of any Base Rent or other amount due hereunder with knowledge of the breach by the Tenant of any provision hereof shall not constitute a waiver of such breach or an accord and satisfaction. To be valid, any waiver shall be in writing and signed by the party waiving its rights, and no waiver of any breach shall be deemed to be a waiver of any subsequent breach.
- 22.7 Binding on Successors. Except as specifically set forth herein, this Lease shall bind and inure to the benefit of the parties' heirs, successors, representatives, and assigns.
- 22.8 Headings and Counterparts. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22.9 Survival of Remedies. Landlord's remedies shall survive the termination of this Lease whether such termination is caused by the default of Tenant or otherwise.
- 22.10 Consents. Wherever in this Lease consent of a party is required for an act by or for the other party, except as otherwise provided herein, such consent shall not be unreasonably withheld, delayed, or conditioned.

- 22.11 Force Majeure. Landlord and Tenant shall be excused from performing an obligation or undertaking provided for in this Lease so long as such performance is prevented, delayed or hindered by Act of God, force majeure, fire, earthquake, flood or any other cause whether similar or dissimilar to the foregoing, not within the reasonable control of Landlord.
- 22.12 Entire Agreement. This Lease and the Exhibits hereto constitute the entire agreement between the parties, and supersedes any prior agreements or understandings between them.
- 22.13 Modification. The provisions of this Lease may not be modified in any way except by written agreement signed by both parties.
- 22.14 Only Landlord - Tenant Relationship. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and the Tenant other than the relationship of Landlord and Tenant. This Lease is made for the benefit of the parties hereto and not for the benefit of any third party.
- 22.15 No Estate. No estate shall pass out of Landlord hereunder; Tenant shall have only a usufruct, not subject to levy and sale, and not assignable by Tenant except by the written consent of Landlord as provided herein.
- 22.16 Governing Law. This Lease shall be subject to and construed in accordance with the laws of the State of Georgia.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, the duly authorized representatives of Lessor and Lessee have executed this Lease Agreement under seal on the day and year below.

LESSOR:

Signed, sealed, and delivered
in the presence of:

ATLANTA BOARD OF EDUCATION

Witness

By: _____ (Seal)
Courtney English, Chairman

Notary Public

Attest: _____ (Seal)
Meria Carstarphen, Ed.D., Superintendent

My commission expires:

[NOTARY SEAL]

LESSEE:

Signed, sealed, and delivered
in the presence of:

**BOARD OF EDUCATION OF THE CITY OF
DECATUR**

Witness

By: _____ (Seal)
C. Garrett Goebel, Chair

Notary Public

Attest: _____ (Seal)
David Dude, Ph.D., Superintndent

My commission expires:

[NOTARY SEAL]

EXHIBIT A

Description of Premises

Attached.

SCHEDULE 1

Rent Schedule

| Date | Rent Payment |
|------------------------|---------------------|
| Rent Commencement Date | \$6,614.83 |
| 07/01/2016 | \$6,614.83 |
| 08/01/2016 | \$6,614.83 |
| 09/01/2016 | \$6,614.83 |
| 10/01/2016 | \$6,614.83 |
| 11/01/2016 | \$6,614.83 |
| 12/01/2016 | \$6,614.83 |
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