

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is dated as of _____, 2026 (the "Commencement Date") by and between the CITY OF JONESBORO, a Georgia municipal corporation ("Landlord") and CLAYTON COUNTY, GEORGIA ("Tenant"). The parties executing this Lease on behalf of Landlord and Tenant represent and warrant that each has the authority and power to sign this Lease on behalf of the applicable party.

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. LEASED PREMISES

The "Leased Premises" shall mean, collectively, that certain real property located at 264 North Main Street located in the City of Jonesboro, Georgia, including all buildings and improvements located thereupon, and which is depicted on Exhibit A (No Exhibit A Attached) attached hereto and incorporated herein by reference ("North Main Street Property") and all appurtenances, rights, privileges, and easements in any way pertaining thereto.

SECTION 2. TERM OF LEASE

The initial term of this Lease shall commence on the Commencement Date (defined below) and shall run from that date until three (3) year(s) from _____ (the "Initial Term"). Upon expiration of the Initial Term, this Lease shall continue month to month ("Renewal Period"), unless Tenant provides the Landlord, or Landlord provides to Tenant, not less than sixty (60) days written notice prior to the expiration of the Initial Term of its desire to terminate the Lease, upon which this Lease shall terminate at the end of such Initial Term. Termination of the Lease during a Renewal Period shall occur with written notice provided from the Tenant to the Landlord, or Landlord to the Tenant, not less than sixty (60) days prior to the end of the month in which the Lease is in existence. The Initial Term and the Renewal Period, if applicable, are hereinafter collectively referred to as the "Term."

SECTION 3. COMMENCEMENT OF LEASE TERM

This Lease shall commence at midnight _____.

SECTION 4. PERMITTED USES

(a) Tenant shall be permitted to use the Leased Premises for the operation of a fire station for the Clayton County Fire and Emergency Services Department, or any related public safety use of the Leased Premises (the "Permitted Use"). Landlord represents and warrants to Tenant that, on or before the Commencement Date, the Leased Premises will be (1) properly zoned for the Permitted Use and (2) in a condition such that Tenant may obtain permission to occupy and

use the Leased Premises as provided in this Lease.

(b) Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein that is not within the Permitted Use. Tenant shall not allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose. Furthermore, Tenant shall not: (1) cause, maintain, or permit any nuisance in or about the Premises; (2) commit or allow to be committed any waste in or about the Premises; (3) or allow noxious or offensive odors to exist at or emanate from the Premises.

SECTION 5. RENT AND SECURITY DEPOSIT

(a) The annual rental for the first three years of the Initial Term of this Lease for the North Main Street Property shall commence on the Commencement Date and shall be One Hundred Twenty Thousand dollars (\$120,000.00), payable in equal monthly installments of Ten Thousand Dollars (\$10,000.00).

(b) Rent is due and payable on the first (1st) day of each month and is delinquent ten (10) days thereafter. Any Rent paid after the tenth (10th) day of the month shall be assessed a three percent (3%) late fee. Rent shall be payable at the address for Landlord set forth in Section 21 below. Notwithstanding the foregoing, at the option of the Tenant, Tenant may tender the annual rent in a lump sum payment.

SECTION 6. LEASEHOLD IMPROVEMENTS AND REMOVAL OF TENANT'S PROPERTY

(a) To the extent that such approval has not been previously provided, Landlord and Tenant agree that any and all alterations, additions or improvements (hereinafter collectively the “**Alterations**”) constituting fixtures, including, but not limited to, walls, wall covering, floor covering, window covering, paneling, and built-in cabinet work, but excepting only moveable furniture and trade fixtures that have been installed, prepared and/or maintained at the Premises by the Tenant prior to the Initial Term are hereby approved, are a part of the realty, shall belong to the Landlord and shall be surrendered with the Premises. Any additional Alterations shall be made in compliance with all applicable zoning and building codes and all applicable law and shall only be permitted by Landlord provided they do not diminish the fair market value of the improvements on the Premises. All Alterations which require governmental approval or permits will have such a permit issued, at Tenant's sole cost and expense, and Tenant shall provide a copy of same to Landlord before work commences and a copy of final approval when obtained. Tenant agrees that any security items installed inside the Premises will be hidden from site during business hours. Any further Alterations to or on said Premises constituting fixtures, including, but not limited to, walls, wall covering, floor covering, window covering, paneling, and built-in cabinet work, but excepting only moveable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. Except as herein stated, Tenant shall not have the right, without Landlord's prior written consent, to make any structural or mechanical alterations, demolish any part of the improvements existing on the Premises or make any signage or exterior modifications to the Premises.

During any such work on the Premises, Landlord or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to take any further action which Landlord may deem to be proper for the protection of Landlord's interest in the Premises.

(b) In addition to and notwithstanding any restrictions set forth elsewhere in this Lease in regard to the making of Alterations, Tenant shall under no circumstances: (1) make any Alterations or additions to, or penetrate the membrane of, the roof over the Premises; (2) install any antennas, satellite reception devices, electronic transmission or reception devices, signs, billboards, advertisements, or any other equipment on the roof or any exterior portion of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld so long as Tenant's actions do not invalidate the roof warranty and are installed in such a manner as to preclude leaks; or (3) make any Alterations not specifically permitted in this Lease. Tenant shall provide to Landlord not less than ten (10) days' prior written notice in the event Tenant desires to gain access to or perform any Alterations on the roof of the Building wherein the Premises is located, and Landlord may condition its consent, if given, on Tenant's acknowledgment of its obligation to pay all costs and expenses to be incurred in regard to such access or Alterations, including, but not limited to, the cost to have a roofing contractor designated by Landlord supervise such access and/or Alterations or review the plans and specifications of Tenant.

(c) Any Alterations made shall remain on and be surrendered with the Premises on the expiration or termination of the term. The foregoing provision shall not apply to any trade fixtures or personal property of Tenant that are capable of being removed by Tenant without substantial and unrepairable damage to the Premises, which trade fixtures and personal property Tenant shall remove upon the expiration of the Lease Term, and Tenant shall promptly repair, at its sole cost and expense, all damage to the remaining improvements on the Premises caused by such removal.

SECTION 7. CONDITION AND MAINTENANCE OF LEASED PREMISES

(a) Landlord represents and warrants to Tenant that, as of the Commencement Date, (1) there is no defect in the condition of the Leased Premises and the Leased Premises is in good operating condition and repair; (2) all water, sewer, gas, electric, telephone, drainage, and other utility equipment, facilities, and services (collectively, "**Utilities**") required by applicable Laws or necessary for Tenant's operation of the Leased Premises, if any, are installed and connected pursuant to valid permits, are sufficient to service the Leased Premises and are in good operating condition and repair; and (3) the Leased Premises are not located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards.

(b) Landlord's Repairs. Landlord agrees, at Landlord's expense, to promptly repair any damage to the Leased Premises caused by Landlord or its agents, contractors, or invitees. Additionally, Landlord agrees, at Landlord's expense, to promptly repair any damage to the roof and to the exterior and structural shell of the Lease Improvements, to the extent that such repairs are not made necessary because of the actions, or failure to act of the Tenant; otherwise, Landlord shall have no responsibility for such repairs caused by the actions, or failure to act of the Tenant.

(c) Tenant's Repairs. Subject to the Landlord's obligation to maintain its responsibility for all capital repairs to the structural and mechanical systems of the Premises, Tenant shall keep the Premises in good order, condition, and repair, and except as provided in (b) above, making all repairs and replacements to all plumbing, heating, air conditioning, ventilating, electrical wiring, conduits, glazing, electrical lighting facilities, and equipment from time to time within the Premises, fixtures, interior walls ceilings, floor covering, storefront, plate glass, and sky lights installed by Tenant, if any, located within or upon the Leased Premises. Tenant shall also keep, maintain, and repair all alterations, additions, or improvements to the Premises made by Tenant as provided in this Section 7. Tenant shall take reasonable steps to keep the Premises free from insects, rodents, and other pests, and shall cause a licensed pest control company to perform extermination services not less often than quarterly, and Tenant shall be responsible for the cost of any extermination or preventive measures in the areas adjoining the Premises necessitated due to infestation within the Premises. Tenant shall use any applicable insurance proceeds received to repair the Premises due to any damage to the Premises caused by breaking and entering or the criminal acts of any third party.

(d) Tenant's Failure. If Tenant fails to perform Tenant's obligations under this Section 7, Landlord may, at its option (but shall not be required to), enter upon the Premises after prior written notice to Tenant of the specific failure of Tenant under this Section 7 (or immediately, and without notice, in the event of an emergency), and provided that Tenant has not theretofore cured such failures, put the same in good order, condition, and repair, and the cost thereof, together with Default Interest, which shall become due and payable as Additional Rent to Landlord together with Tenant's next Rent installment.

(e) Waiver. It is intended by the parties hereto that, except for and to the extent of those repairs that may be covered by warranties given by others, and as otherwise provided in subsection (b) above, Landlord shall have no obligation in any manner whatsoever to repair and maintain the Leased Premises, or to pay for the repair and/or maintenance of the Premises nor any building or improvements located thereon, nor the equipment therein. Tenant expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense, or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition, and repair. Tenant waives the provisions of any statute now or hereafter in effect with respect to Landlord's obligations for the Premises to be tenantable.

(f) Surrender of Premises. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord free of all tenancies, occupancies, liens, and encumbrances and in a good, broom clean condition, ordinary wear and tear, and damage from causes beyond the reasonable control of Tenant excepted. Tenant shall not be required to remove Tenant Improvements and alterations approved by Landlord. At the time Tenant surrenders the Premises, Tenant shall also surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations to locks, safes, and vaults, if any, in the Premises. No act or conduct of Landlord, except a written acknowledgment of acceptance of surrender signed by Landlord, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Lease Term. If any evidence of this Lease was recorded, then Tenant, upon surrender, shall execute, acknowledge, and deliver

a memorandum of termination of this Lease.

SECTION 8. ACCESS AND PEACEFUL ENJOYMENT

Landlord represents and warrants to Tenant as follows: (a) Landlord is the owner of fee simple title to the Leased Premises; and (b) the Leased Premises has legal and physical access to and from a publicly dedicated right-of-way. Landlord agrees to provide Tenant with keys and/or the combination to any locks on gates through which Tenant is required or entitled to access the Leased Premises or any part thereof. Except in the event of a perfected and finalized default by Tenant (which has not been cured after Tenant's receipt of written notice of the same from Landlord), Landlord covenants and agrees that Tenant will always be allowed access to and quiet and peaceful enjoyment and full unimpaired use of the Leased Premises.

SECTION 9. INSURANCE

(a) Tenant at its sole cost and expense shall maintain an occurrence basis comprehensive public liability insurance with a single combined liability limit of not less than two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) in the aggregate, insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises. All public liability insurance shall insure performance by Tenant of the indemnity provisions of Section 12. Tenant shall deliver to Landlord, prior to its entry to do business on the Premises, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with additional insured certificate satisfactory to Landlord. If Tenant fails to procure and maintain said public liability insurance after notice and an opportunity to cure, Landlord may, but shall not be required to, procure and maintain the same but at the expense of Tenant, and any amounts expended or expenses incurred by Landlord in procuring and/or maintaining such insurance shall be immediately reimbursed by Tenant to Landlord as Additional Rent hereunder, all such payments advanced by Landlord being subject to the application of Default Interest.

(b) Tenant, at its sole cost and expense, shall maintain on all of its personal property and Tenant's improvements and alterations in, on, or about the Premises an "All Risk" policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements to the extent of at least one hundred percent (100%) of their full replacement value. The proceeds from any such insurance shall be used by Tenant for the replacement of property and the restoration of Tenant's improvements or alterations, provided, however, that such obligations shall be limited to that which becomes the property of Landlord at the termination of this Lease. Tenant shall furnish Landlord with a certificate of such policy prior to Tenant's entry onto the Premises and whenever required in order to satisfy Landlord that such policy is in full force and effect. If Tenant fails to procure and maintain said standard fire and extended coverage insurance, property damage insurance, Landlord may, but shall not be required to, procure and maintain the same but at the expense of Tenant, and any amounts expended or expenses incurred by Landlord in procuring and/or maintaining such insurance shall be immediately reimbursed by Tenant to Landlord as Additional Rent hereunder, all such payments advanced by Landlord being subject to

the application of Default Interest.

SECTION 10. TAXES

Landlord and Tenant agree that the Leased Premises are governmentally owned and shall be tax exempt. In the event that this Lease is assigned by Tenant, the Assignee shall pay, as Additional Rent, all real property Taxes applicable to the Premises during Assignee's occupancy of the Premises or the Lease Term, whichever is greater. The terms of the payment of real property taxes shall be set forth in a separate agreement between the Tenant and the Assignee.

SECTION 11. INDEMNITY

To the extent permitted by law, Landlord and Tenant each agree to indemnify, defend, and hold the other harmless from any claims, damages, or liabilities (including reasonable attorneys' fees) arising out of their own acts, omissions, or breaches of this Lease, except to the extent caused by the gross negligence or willful misconduct of the other party. This obligation survives the termination of the Lease.

SECTION 12. TENANT'S DEFAULT

(a) **Default.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant (each a "**Default**"):

- (1) Any failure by Tenant to pay the rental or make any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for ten (10) days after written notice thereof from Landlord to Tenant;
- (2) the abandonment of the Leased Premises by Tenant, or the vacation (defined to be failure to occupy and operate Tenant's business on the Leased Premises following the completion of Tenant's Work for sixty (60) consecutive days) of the Leased Premises by Tenant and not due to casualty loss, remodeling, or force majeure;
- (3) any failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for more than thirty (30) days after written notice thereof by Landlord to Tenant, unless a shorter period of time for such observance or performance is otherwise expressly set forth in this Lease; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;
- or (4) the making by Tenant of any general assignment for the benefit of creditors; the insolvency of Tenant or the inability of Tenant to make payment on its obligations generally as they become due; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises, or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where

such seizure is not discharged within sixty (60) days.

(b) Landlord's Right to Terminate Lease. In the event of a Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, including, without limitation, injunction, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect so to terminate this Lease, then Landlord may recover from Tenant: (1) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus (3) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental that Tenant proves could have been reasonably avoided; plus (4) any other amount reasonably necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and (5) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

(c) Landlord's Right to Reenter Leased Premises. In the event of any Default by Tenant which has not been cured under the provisions of this Lease, Landlord shall also have the right, with or without terminating this Lease, to reenter the Leased Premises and remove all persons and property therefrom by summary proceedings or other appropriate legal proceedings; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant or disposed of in a reasonable manner by Landlord and in accordance with applicable law.

(d) Right to Recover Rents or Relet. In the event of the vacation (as defined herein) or abandonment of the Leased Premises by Tenant or in the event Landlord shall elect to reenter as provided herein or shall take possession of the Leased Premises pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord does not elect to terminate this Lease as provided in hereinabove, then Landlord may from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the Leased Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Leased Premises. Landlord shall take reasonable steps to mitigate its damages.

(e) Application for Rent. In the event that Landlord shall elect to re-let, then rentals received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than Minimum Rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost of such re-letting; third, to the payment of the cost of any alterations and repairs to the Leased Premises; fourth, to the payment of Minimum Rental due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such re-letting during any month, which is applied to the payment of rent hereunder, be less than the rent

payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such re-letting, including but not limited to brokerage commissions, or in making alterations and repairs not covered by the rentals received from such re-letting.

(f) No Termination. No reentry or taking possession of the Leased Premises by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention be given by Landlord to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord may at any time after such re-letting elect to terminate this Lease for any such default by Tenant.

(g) Cumulative Remedies. No remedy conferred upon Landlord in this Lease is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute.

SECTION 13. HAZARDOUS SUBSTANCES

(a) Landlord represents that, to the best of its current knowledge, it is not aware of any Hazardous Substances (as defined in Section 13(c) below) or contamination that has occurred or now exists on or under the Leased Premises. Landlord shall be solely responsible for any contamination or Hazardous Substances on or under the Leased Premises that occurred or is the result of or continues as a result of any direct or indirect event prior to the Tenant's initial occupation of the Land, which the parties acknowledge occurred prior to this agreement. Tenant shall not be responsible for any event that was caused by any direct or contributing action or failure to act on the part of Landlord, and Tenant shall not be in any way responsible for any contamination or Hazardous Substances above or below ground that are caused by or contributed to by any other extraneous property (the "**Landlord's Property**").

(b) Except as otherwise expressly authorized in this Lease, and to the extent necessary to use the premises as a Fire and Emergency Services facility, Tenant agrees that it will not knowingly use, manufacture, create, store, treat, discharge, release, bury, or transport on, to, or from the Leased Premises any Hazardous Substance. The foregoing to the contrary notwithstanding, Landlord specifically authorizes (1) Tenant to store its inventory, storage containers and to park vehicles, boats, and RV-type equipment on the Leased Premises and (2) Tenant's use and transport to and from the Leased Premises of any motor oil, fuel, and paint necessary for the operation of Tenant's business. Tenant agrees that these approved use items will not be used in any fashion beyond that allowed by applicable law. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located in, on, under or about the Lease Premises, other than as previously consented to by Landlord in writing, Tenant shall immediately give written notice of such fact to Landlord. Tenant shall also immediately give Landlord a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from, any governmental authority or private party, or persons entering or occupying the

Premises, concerning the presence, spill, release, discharge of, exposure to or remediation of any Hazardous Substances or contamination in, on or about the Premises. If Landlord has reasonable grounds to believe that there may be Hazardous Substances or contamination in, on or about the Leased Premises in violation of applicable laws and/or regulations, which was caused by Tenant, Landlord may require Tenant to have a qualified firm mutually acceptable to Landlord and Tenant to conduct an environmental audit of Tenant's compliance with such laws and regulations, at Tenant's sole cost and expense.

(c) For purposes of this Lease, "**Hazardous Substance**" shall mean any chemical, pollutant, contaminant, or waste (including, without limitation, toxic, hazardous, infectious, sanitary, solid, radioactive material containing polychlorinated biphenyls), as such terms, or any similar terms, are at any time used under any applicable federal, state, local, and foreign laws, statutes, codes, regulations, rules, ordinances, decrees, permits, administrative orders, judicial decisions or the like (collectively "**Laws**") relating to pollution or protection of the environment, natural resources, or human health. "**Environmental Laws**" shall mean any and all Laws relating to (1) pollution or protection of the environment, natural resources or human health from any Hazardous Substance or (2) nuisance, trespass or toxic tort, including, without limitation, Laws relating to emissions, discharges, releases, or threatened releases of any Hazardous Substance or otherwise relating to the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transportation, or handling of any Hazardous Substance. Environmental Laws also shall include, but are not limited to, the Clean Air Act, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Safe Drinking Water Act, the Occupational Safety and Health Act of 1970 ("**OSHA**"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), the Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 ("**RCRA**"), the Hazardous Materials Transportation Act, and the Toxic Substances Control Act of 1976 ("**TSCA**") and any amendments to any of the foregoing or rules promulgated thereunder.

SECTION 14. ENVIRONMENTAL INDEMNIFICATION

(a) Tenant shall, at its sole expense, undertake to comply with all Environmental Laws, statutes, and ordinances concerning Hazardous Substances to which Tenant, in the course of its business in the Premises, is subject, and Tenant hereby agrees to cooperate with Landlord as may be required by Landlord's undertaking to similarly comply. Tenant shall further reimburse Landlord for all costs or expenses incurred by or on behalf of Landlord in regard to the investigation or remediation of Hazardous Substances or compliance with applicable law or otherwise incurred under this Section in the event the same is caused by Tenant. In all events, Tenant to the extent permitted by law, shall indemnify and hold Landlord harmless from all liability, claims, penalties, fines, judgments, costs, losses, damages and expenses of any kind, including, without limitation, cleanup costs, a decrease in the value of the Leased Premises, damages due to loss or restriction of rentable or usable space, and shall further indemnify, hold harmless and reimburse Landlord for any and all sums paid for settlement of claims, consultant's fees, expert's fees, and reasonable attorney's fees incurred by Landlord as a result of Tenant's breach of its obligations hereunder regarding Hazardous Substances on or about the Premises occurring while Tenant is or was in

possession, or occurring elsewhere if caused by Tenant or persons acting under Tenant. Without limitation to the foregoing, if Tenant causes or permits the presence of any Hazardous Substances on or at the Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any Hazardous Substances on or at the Premises. Tenant shall first obtain Landlord's approval for any such remedial action, and the within covenants shall survive the expiration or earlier termination of the Lease.

(b) If at any time any removal or remediation of any environmental contaminant is sought or ordered or any liability or penalty is sought or imposed by any person with respect to the Premises, or by any authority having jurisdiction thereof on account of the presence of any Hazardous Substance at or any migration thereof from the Premises, whether based on alleged violation of applicable Environmental Laws, actual damage to persons or property resulting therefrom, or otherwise, Landlord shall defend, indemnify and hold harmless Tenant therefrom and against all claims, demands, losses, costs, expenses, and liabilities on account thereof, unless and to the extent caused by any breach of Tenant's obligations hereunder.

SECTION 15. ASSIGNMENT OF LEASE

Tenant, with Landlord's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), may assign or sublease its rights under this Lease to any third party. Assignment of the lease to any third party shall not, without the written consent of the Landlord, release the Tenant from its obligations under this Lease. Should Tenant assign the Lease, Tenant agrees to include as part of the assignment agreement the payment of real property taxes which may become due by virtue of the assignment. The foregoing to the contrary notwithstanding, Tenant shall have the right without Landlord's prior consent to assign this Lease to any subsidiary that it may control, or to any entity that may purchase Tenant, or any department, division, or any subsidiary of Tenant or in connection with any business combination transaction with a third party. Landlord agrees to timely execute any documentation necessary to evidence its consent to transfer or assignment.

SECTION 16. CONDEMNATION/CASUALTY

In the event a portion of the Leased Premises is condemned and taken by any governmental agency or quasi-governmental agency, then that portion condemned or taken as it represents a percentage of the total Leased Premises will be used to proportionately reduce the Rent in effect at that time. If the entirety of the Leased Premises shall be taken or damaged or any portion thereof so as to render the remainder unusable or impractical for the Tenant's purposes, then Tenant, at its sole option, may cancel this Lease, effective as of (a) the date of such taking or such other date not later than the date the condemning authority takes physical possession of the affected property, or (b) the date of such casualty. In such event, Tenant shall have no further obligations to Landlord hereunder (provided that Tenant shall pay to Landlord any Rent then owing in accordance with Section 5 of this Lease).

SECTION 17. **PRIOR LEASES AND DEEDS OF TRUST**

Landlord represents to Tenant that there are no conflicting leases, agreements, mortgages or liens applicable to the Leased Premises that may invalidate or compromise or pre-date this Lease in any way except Landlord's current mortgage obligations. Notwithstanding anything to the contrary contained in this Lease, in the event Landlord defaults or there is a claim of default in meeting any of Landlord's obligations under any such instrument or agreement above referenced, then it will be the obligation of Landlord to timely provide notice to Tenant in writing of any notice of default it receives. In which event, upon receipt of any such notice, Tenant, at its sole option, may elect to pursue any one of the following remedies in the event Landlord fails to timely cure any default:

- (a) Cancel this Lease and surrender the Premises as provided in Section 7(f) above with no further obligation under this Lease; or
- (b) Tenant may perform, without recourse by Landlord, the acts necessary to cure the default and apply the cost of the payment plus Tenant's direct and indirect costs and legal fees to any remaining Lease payments during the Term of this Lease or any extensions thereof.

SECTION 18. **SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATE**

(a) This Lease and Tenant's rights hereunder shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or later placed upon the Premises and to any advances made on the security of it or Landlord's interest in it, and to all renewals, modifications, consolidations, replacements, and extensions of such ground lease, mortgage, deed of trust, or other hypothecation for security; provided, however, that if any mortgagee, trustee, or ground landlord elects to have this Lease prior to the lien of its mortgage and gives notice of that to Tenant, this Lease shall be deemed prior to the mortgage, whether this Lease is dated prior or subsequent to the date of the mortgage or the date of recording of it.

(b) If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee, Tenant shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure and recognize such purchaser as the Landlord under this Lease, subject to execution of the SNDA set forth in (c) below.

(c) Tenant agrees, within twenty (20) days of Landlord's written request, to execute any commercially reasonable subordination, non-disturbance, and attornment agreement ("SNDA") evidencing the subordination of this Lease and Tenant's rights hereunder to the lien of any mortgagee or evidencing any attornment that is also executed by the ground Landlord, mortgagee, trustee, or purchaser at a foreclosure, which shall recognize Tenant's rights under this Lease and Tenant's right to possession of the Premises so long as Tenant is not in Default beyond any applicable cure period.

(d) Tenant shall, upon not less than twenty (20) days' prior written notice from Landlord and/or Landlord's lender, execute, acknowledge, and deliver to Landlord and/or Landlord's lender a statement in writing, on a form provided by Landlord or Landlord's lender, certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the Rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and setting forth the date of commencement of Rent and expiration of the Lease Term. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises is a part.

SECTION 19. SALE OF LAND

If Landlord sells or transfers all or a portion of the Leased Premises, Landlord shall give prompt written notice to Tenant of the identity of the transferee and any change in address for giving notices or paying Rent hereunder. Pursuant to such transfer, Landlord shall not be released from its obligation under this Lease until Landlord and such transferee execute and deliver to Tenant a written instrument under which such transferee expressly assumes the obligations of Landlord under this Lease. For purposes of this Section, a "**transfer**" includes any disposition of any interest in or possession or control over any portion of the Leased Premises, including, without limitation, any Mortgage.

SECTION 20. BINDING EFFECT AMENDMENTS

This Lease shall be binding upon the parties hereto and shall inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns. The agreements contained herein represent the final, exclusive, and complete agreements of Landlord and Tenant. There are no other binding agreements or representations except as contained herein. By the approval of this Lease, Landlord and Tenant agree that there may be no changes or amendments to this Lease unless documented in writing and approved by the signatures of both Landlord and Tenant. In the event there is at any time found or determined to be any conflict or defect of title or ownership of or to the Leased Premises, then Landlord agrees, at its sole cost and expense, to promptly and timely take whatever steps are necessary to cure such defect (including, without limitation preparing or causing to be prepared, any and all necessary documentation) and effectively establish, maintain and/or perfect the validity or enforceability of the terms of this Lease.

SECTION 21. NOTICES

Any and all notice required under this Lease shall be sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service (e.g., Federal Express) to the parties at the following addresses or to any subsequent changed address provided by written notice or address change. Any notice to Tenant to be effective and binding also must be

simultaneously sent to Tenant's counsel as listed below:

If to Landlord:

Dr. Donya L. Sartor, Mayor
City of Jonesboro
1859 City Center Way
Jonesboro, GA 30236
mayor@jonesboroga.gov

Shandrella Jewett, City Clerk
City of Jonesboro
1859 City Center Way
Jonesboro, GA 30236
sjewett@jonesboroga.gov

If to Tenant:

Clayton County
112 Smith Street
Jonesboro, Georgia 30236
Attention: Chairwoman of the Board of Commissioners
Fax: (770)477-3217

With a copy to:

Clayton County Staff Attorney's Office
112 Smith Street
Jonesboro, Georgia 30236
Attention: Chief Staff Attorney

**SECTION 22.
GOVERNING LAW**

This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to rules relating to conflicts of law.

**SECTION 23.
LITIGATION**

Should any legal action be commenced in connection with this Lease, the prevailing party in such action shall be entitled to recover, in addition to court costs, such amount as a court may adjudge as reasonable attorneys' fees.

SECTION 24.
COMPLIANCE WITH LAW; GOVERNMENT APPROVALS; LEASE TERMINATION

Landlord represents that it has not received notice of any violation of any applicable Laws, including, without limitation, zoning requirements and injunctions, in respect of any of the Leased Premises that has not been corrected, and to Landlord's knowledge, no such violation or violations exist as of the Commencement Date that would have a material adverse effect on the use and occupation of the Leased Premises, as now used and occupied or as intended to be used and occupied by Tenant for the operation of a fire station.

SECTION 25.
SIGNING IN COUNTERPARTS

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

CITY OF JONESBORO

By: _____
Donya Sartor, Mayor

CLAYTON COUNTY, GEORGIA

By: _____
Dr. Alieka Anderson-Henry, Chairwoman

Attest:

Shandrella Jewett, City Clerk

Attest:

Clerk, Board of Commissioners

EXHIBIT "A"

DESCRIPTION OF THE NORTH MAIN STREET LEASED PREMISES