

LEASE

STATE OF GEORGIA

CHATHAM COUNTY

THIS LEASE INDENTURE made and entered into as of the _____ day of _____, 2026 by and between the TOWN OF THUNDERBOLT (referenced as Thunderbolt, Town, etc.), a duly organized municipality within the State of Georgia and Top of the Line, Bait & Tackle, LLC (referenced as Tenant).

WITNESSETH:

PREMISES: Tenant, for and in consideration of the rents reserved to be paid and the covenants to be performed by Tenant, does hereby lease from Thunderbolt that certain portion of property owned by Thunderbolt, commonly referred to as the Boat Ramp Site on the Macceo Island, said portion being leased by Thunderbolt to Tenant is that same exact 20' x 100' property which previously housed and was leased to Adams' Baithouse & Purvis Jr. Said property is situated just East of the Boat Ramp above the highwater mark and on the North side of Macceo Street across from Desposito's Seafood Restaurant.

Maintenance and care of premises, Tenant agrees to care for the specifically referenced site in a manner consistent with all Thunderbolt ordinances on property, and specifically in a manner consistent with similar Town facilities, for example cleanliness, tree pruning, lawn care etc...

Furthermore, the tenant and the Town of Thunderbolt are hereby designating a maintenance area as outlined by yellow line as shown on Exhibit A. The tenant will ensure the area in question is kept free of debris, litter, trees are properly pruned, grass is maintained, edging done etc... If the terms of this are not kept to a Town Standard the Town will resume care for the referenced area and the rent referenced below will go to \$750 monthly. The Town agrees to give sixty (60) days' notice of intent to resume operational care for the grounds and area.

2.

TERM: The term of this lease shall commence on the _____, 2026 _ and shall continue for a period of three years. Thereafter, the parties shall negotiate a new lease.

3.

RENT: During the term of this lease, Tenant shall pay to Thunderbolt as follows: \$550 monthly beginning on the first day of the month of the initial term. Payment shall be due on the first day of each month and under no circumstances paid any later than the 10th day of each month. Any payment after the 10th of the month shall be considered late and an automatic 15% late charge shall be due.

4.

USE: The premises hereby leased by Thunderbolt to Tenant shall be used only for the purpose of establishing and operating a bait stand and for no other purpose or purposes. Tenant covenants not to use the premises for any illegal purpose or in such manner as to violate any

applicable and valid law, rule or regulation of any governmental body, and to occupy and use the premises in a careful, safe and proper manner, and not permit waste thereon.

5.

BUILDING STANDARDS: Tenant shall maintain on the leased premises a moveable structure that meets all building, electrical, plumbing and other applicable Codes for a Commercial Site. If Tenant does not comply with applicable Codes he shall expressly request a waiver or variance for compliance with such Code or Codes which waiver or variance shall only be granted by Town Council upon a showing by Tenant that compliance with any such Code provision would be onerous/burdensome and that such variance or waiver would not endanger the public or cause any harm to the public right of way or adjoining environment.

6.

BUSINESS LICENSE: Tenant shall at all times during this lease or any renewal maintain the appropriate business license and pay annually the appropriate occupational tax as required by applicable Town ordinances.

7.

ASSIGNMENT AND SUBLETTING: Tenant may not transfer or assign this lease or sublet the premises or any part thereof without the express permission of Thunderbolt.

8.

INDEMNITY: Tenant shall indemnify and save Thunderbolt harmless by reason of Tenant's occupancy and use of the premises from and against any and all losses, costs, damages, expenses and liabilities in connection with claims for damages as a result of bodily, emotional or other injury or death of any person or property damage to any property except if any of the aforesaid is caused by the negligence of Thunderbolt. Tenant shall also indemnify and save lessor harmless by reason of Tenant occupancy or use of the premises from and against the defense of any action or proceeding to discharge the premises from any charge, lien or encumbrance or in obtaining possession after default of Tenant under any material, term or condition, of this agreement or its termination and against any action at law or in equity arising by reason of Tenant occupancy or use of the premises or performance or alteration, maintenance or improvement thereon or therein.

9.

INSURANCE: Tenant shall, during and through the time that this lease is in force, maintain the following insurance: COMPREHENSIVE GENERAL LIABILITY INSURANCE with limits of \$100,000 one person and \$200,000 one accident, and property damage limits of \$50,000 which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the preceding Paragraph 7 hereof.

RENEWAL: The parties agree that this lease shall automatically renew for annual terms (from January through December) on an agreed rental rate of no less than the prior year's rental rate. Any increases in the rent shall be agreed upon at the time of renewal provided, however, that Thunderbolt shall not be obligated to renew any such lease if there has been any default or material failure by Tenant in the performance of the conditions of this lease. Notwithstanding any other provision of this agreement, Thunderbolt shall not be obligated to renew the term of this lease unless a majority of the Mayor & Council agree that the renewal of the terms of this lease are in the best interest of the Town of Thunderbolt.

Notwithstanding any other provision of this lease either party may terminate this lease or any renewal of the lease without cause upon giving the other party written notice 60 days in advance of the termination. The lease or any renewal shall automatically be considered terminated upon Tenant filing bankruptcy either personally or under any corporate or business name that he operates his business upon the leased premises.

GENERAL PROVISIONS

This lease contains the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and their respective seals to be affixed hereto by persons thereunto duly authorized,

This ____ day of _____, 2026

NOTARY PUBLIC

TOWN OF THUNDERBOLT

NOTARY PUBLIC

Top of the Line, Bait & Tackle, LLC.