

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is made and entered into by and between the Clayton County Board of Education (the "Landlord") and Utopian Academy for the Arts: The Miller Foundation, Inc. (the "Tenant").

WITNESSETH:

1. **PREMISES.** The property hereby leased to Tenant is a portion of that certain lot or parcel having a street address of 2750 Forest Parkway, Ellenwood, Georgia 30294, which parcel is more particularly described on Exhibit A hereto attached, but shall include only the spaces and Buildings or other structuring as delineated and otherwise described in Exhibit B attached hereto (the "Premises"). This Lease is for the Premises as described above and for the Premises only. This Lease does not give Tenant any rights or privileges to occupation of any other of Landlords properties or possessions.

2. **TERM; POSSESSION.**

TERM. The lease term ("Lease Term") shall be for a term of five (5) years and shall commence on July 1, 2019 ("the Effective Date") and shall, unless terminated earlier as provided herein, expire at 11:59 p.m. on June 30, 2024 (the "Expiration Date").

Provided this Lease is still in effect and has not been terminated for any reason, this Lease shall renew at the end of the Term for one (1) additional five (5) year term ("Renewal Term"), unless either party gives to the other party written notice of intent not to renew at least ninety (90) days prior to the expiration of the Lease Term, or of any Renewal Term. All provisions of this Lease applicable to the original term thereof shall apply with equal force to any Renewal Term.

POSSESSION. The taking of possession by Tenant shall be deemed conclusively to establish that said Premises and other improvements are in good and satisfactory condition as of when possession was taken. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises, have been made by Landlord unless such are expressly set forth in this Lease.

The Parties further agree that in the event of such an occurrence as described above, Tenant shall not be liable for any rent unless and until Landlord has vacated the Premises and Tenant is able to occupy the Premises. At which time, Tenant shall be liable for any Rent or pro-rated Rent as described below. Finally, in the advent of the occurrence described above, Tenant shall be solely responsible for finding suitable accommodations for its operations until Tenant occupies the Premises.

3. **BASE RENT; TAXES; INSURANCE; LAWN, DRIVEWAY, AND PAVED PARKING AREA MAINTENANCE.**

BASE RENT. Tenant agrees to pay to Landlord annual rent for the Premises in the amount of \$5.00 ("Base Rent"). The Base Rent Shall be paid in equal installments of \$1.00 per year on or before July 1st of every year this Lease is in effect, and in lawful money of the United States.

TAXES. Tenant, at its expense, shall be responsible for all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Premises by any municipality, county, or other governmental agency (the "Taxes"), including but not limited to, all taxes levied against Tenant's inventory and personal property, and trade fixtures placed by Tenant in or on the Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of Tenant's personal property and inventory, betterments, improvements, and trade fixtures, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord as additional rent upon demand that part of such taxes for which Tenant is liable hereunder.

If applicable, Landlord shall estimate Tenant's pro-rata share of taxes at the beginning of each calendar year. Tenant shall pay such estimated share of taxes to Landlord as additional rent in equal monthly installments along with payments of the Base Rent. Tenant's estimated payment hereunder shall be adjusted in accordance with the most recent tax bill received by Landlord. Landlord shall notify Tenant of any excess tax payments made by Tenant or of any deficiency in tax payments made by Tenant, based on tax bills received by Landlord. Any excess tax payment by Tenant shall be applied to installments of tax payments next due. Tenant shall pay to Landlord any deficiency along with the payment of Base Rent next due and thereafter pay its adjusted proportionate share of taxes in monthly installments as herein provided. Landlord shall, in addition, furnish Tenant with copies of all applicable tax bills, upon request of Tenant. Tenant's obligation for tax payments hereunder shall survive the expiration of the Lease term or earlier termination hereof and in such event Tenant shall pay sums due pursuant to this Paragraph to Landlord upon demand.

It is understood and acknowledged that Tenant's obligations to Landlord for the payment of the aforesaid taxes, public charges and assessments is based on the system of real estate taxation in effect on the date hereof. Should the applicable taxing authorities change the manner in which they raise revenue from the ad valorem tax system to an income or other tax form, of whatever nature, then, and in that event, Tenant shall pay its proportionate share of any taxes, charges or assessments imposed on the Premises, or any rents or income therefrom under any such new or alternative system of taxation.

INSURANCE. Landlord, at its expense, shall be responsible for the fire and extended coverage on Premises, in accordance with Section 11 herein.

LAWN, DRIVEWAY, AND PAVED PARKING AREA MAINTENANCE. Beginning on the Effective Date and continuing for the entire Lease Term hereof, Tenant shall maintain and shall be solely responsible for all costs to maintain (the "Exterior Maintenance Expense") the lawn, driveway, and paved parking area maintenance, repair and replacement related to the Premises (the "Exterior Maintenance"). The Exterior Maintenance Expense shall include, without limitation, the

actual total costs of lawn maintenance, driveway and parking area maintenance, exterior lighting maintenance, snow removal, waste removal, cleaning supplies, miscellaneous supplies for buildings on the premises, sweeper brushes, supplies for materials, external paint for the buildings on the Premises, exterior lighting in common areas, security guards, and signs. Landlord shall not be obligated under this Lease to perform exterior maintenance.

PROVISIONS TO SURVIVE LEASE TERMINATION The provisions of Section 3 regarding Tenant's obligation to pay Base Rent, Additional Rent, and Taxes accrued and owed during the term of the Lease shall survive the termination of the Lease, and Tenant shall pay sums due pursuant to this Section upon demand by Landlord.

4. **USE.** The Premises shall be used for a charter school and related purposes only. Tenant shall conduct no activity that will result in the discharge of harmful gases, effluents or other wastes. Outside storage is prohibited without Landlord's prior written consent. Tenant shall, at its own cost and expense, obtain any and all licenses and permits for any such use. Tenant shall comply with all governmental laws, ordinances and regulations and the requirements of any insurance company providing insurance as required and contemplated herein relating to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to permeate in or emanate from the Premises, nor take any other action which would constitute a nuisance. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive, inflammable, combustible, corrosive, caustic or poisonous. Tenant will not permit the Premises to be used for any purpose or in any manner (including, without limitation, any method of storage) which would render the insurance thereon void or the insurance risk more hazardous or cause the State Board of Insurance or other insurance authority to disallow any sprinkler credits. Tenant shall give notice to Landlord immediately upon the occurrence of any accident in the Premises or upon Tenant's discovery of any defects thereon or in any fixtures or equipment located therein or upon the occurrence of any emergency in the Premises or buildings on the Premises. Except in the use of emergency, Landlord shall not have authority to control or adjust any fixtures or equipment on the Premises. Landlord makes no representation whatsoever that the Premises are suitable for use as a school.

5. **REPAIRS.**

(a) **TENANT'S REPAIRS.** Tenant accepts the Premises "as is/where is." Tenant shall at its own cost and expense keep and maintain all parts of the Premises in good condition, promptly making all reasonable necessary repairs and replacements, including, but not limited to, windows, glass and plate glass, doors, any special office entry, interior walls and finish work, floors and floor covering, heating and air conditioning systems, dock boards, truck doors, dock bumpers, plumbing work and fixtures and regular removal of trash and debris. Tenant shall also, at its own cost and expense, maintain the roof, down spouts, gutters, foundation, any utility lines located on the Premises, and the structural soundness of the exterior walls of all buildings located on the Premises in good repair, with reasonable wear and tear excepted. Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a reputable

firm providing for the servicing of all heating and air conditioning systems and equipment within the Premises. Tenant shall provide Landlord with satisfactory evidence that it has obtained such a maintenance contract within thirty (30) days of occupancy. If Tenant fails to maintain such a maintenance contract, Landlord can enter into a maintenance contract at Tenant's expense, payable as additional rent hereunder. Tenant shall also coordinate and pay for the extermination of bugs and rodents on the Premises as reasonably necessary and at a minimum of once per calendar year.

Tenant shall not damage any portion of the Premises, and shall, at its sole cost and expense, promptly repair any damage or injury to any portion of the Premises caused by Tenant or its employees, agents or invitees.

(b) **LANDLORD'S REPAIRS.** Landlord shall bear no responsibility to maintain any part of the Premises. Landlord shall, to the extent required by law, ensure that the Premises have a fire containment sprinkler system.

6. ALTERATIONS. Tenant may make any alterations, additions or improvements to the Premises including, but not limited to, roof and wall penetrations, with the prior written consent of Landlord consistent with the Use permitted hereunder, which improvements shall not be unreasonably denied, conditioned or delayed. Tenant may, without the consent of Landlord, but at its sole cost and expense and in a good workmanlike manner, make cosmetic and decorative improvements to the Premises and/or erect interior improvements such as shelves, bins, machinery and trade fixtures as it may deem advisable, without altering the basic character of the Premises or improvements and without overloading or damaging the Premises or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. Tenant shall not make any alterations, additions or improvements to the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, including but not limited to public liability, or which will prevent Landlord from securing such policies from companies acceptable to Landlord. If any such alterations, additions or improvements cause the rate of fire or other insurance on the Premises by companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises for permitted uses thereof, Tenant shall pay as Additional Rent the amount of any such increase promptly upon demand by Landlord. All alterations, additions, improvements and partitions erected by Tenant shall be and remain on the property of Tenant during the term of this Lease, and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by Tenant by the date of termination of this Lease or upon earlier vacating of the Premises; provided, however, that if Landlord so elects prior to termination of this Lease or upon earlier vacating of the Premises, such alterations, additions, improvements and partitions shall become the property of Landlord as of the date of termination of this Lease or upon earlier vacating of the Premises and shall be delivered up to the Landlord with the Premises. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this Lease if Tenant so elects, and shall be removed by the date of termination of this Lease or upon earlier vacating of the Premises if required by Landlord; upon any such earlier removal, Tenant shall restore the Premises to their original condition. All such removals and restoration shall be accomplished in a good, workmanlike manner so as not to damage the primary structure or structural qualities of the buildings on the Premises and other improvements situated on the Premises.

7. **SIGNS.** Tenant shall have the right to install signs upon the Premises subject to any applicable governmental laws, ordinances, regulations and other requirements. Tenant shall remove all such signs upon the termination of this Lease. Such installations and removals shall be made in such a manner as to avoid injury or defacement of the Premises, and Tenant shall repair any injury or defacement, including, without limitation, discoloration of the buildings on the Premises caused by such installation and/or removal.

8. **INSPECTION.** Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours after giving Tenant prior notice (except in cases of emergency for which cases no prior notice is required), for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by Landlord under the term of this Lease or in order to show the Premises to any prospective purchaser or lender, provided such entry does not interfere with Tenant's normal course of business. During the period that is two (2) months prior to the end of the term hereof, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours for the purpose of showing the Premises to any prospective tenant, purchaser, or lender, with Tenant's prior approval and provided such entry does not interfere with Tenant's normal course of business, and shall have the right to erect on the Premises a suitable sign indicating the Premises are available. Tenant shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibilities for repairs and restoration.

9. **UTILITIES.** Tenant shall pay all charges for all water, gas, electrical, telephone, sewer, internet, garbage and other utilities or services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto. Tenant shall also pay for any utility maintenance charges and shall furnish all electric light bulbs and tubes required for the Premises.

If possible, the utilities for the Premises shall be separately metered to ensure that Tenant is not responsible for utilities in other improved portions of the parcel that it does not occupy. Any costs associated for the separate metering of the Premises shall be born solely by the Tenant. If Landlord, as property owner, much arrange and pay such costs to any utilities upfront, Tenant hereby agrees to reimburse Landlord within 30 days of Landlord presenting the bill for such costs and expenses. Tenant's failure to do so will be considered a breach of this Lease, and subject to all penalties for breach contained herein

Landlord shall in no event be liable for any interruption or failure of utility services on the Premises. All expenses incurred by Landlord pursuant to this Section shall be reimbursed by Tenant, due and payable thirty (30) days after the date of invoicing by Landlord to Tenant.

10. **ASSIGNMENT AND SUBLETTING.** Tenant shall not be permitted to assign or sublease the whole or any part of the Premises or to allow any other party to use the Premises without obtaining Landlord's prior written consent. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for

the payment of the Rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease.

11. TENANT'S COMPLIANCE - INSURANCE REQUIREMENTS. Tenant shall comply with all applicable laws, ordinances and regulations affecting the Premises, now existing or hereafter adopted, including general rules and regulations for the Premises (a copy of the present rules are attached as **Exhibit "C"**) as may be developed from time to time by Landlord and delivered to Tenant or posted on the Premises.

Throughout the term of this Lease, Tenant, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Landlord, Landlord's managing agent and Tenant (with appropriate cross-liability endorsements so showing) through companies licensed to do business in Georgia having a Best's rating of at least A-XIII (as the same may be adjusted from time to time) comprehensive general liability insurance covering the Premises with coverage of at least \$1,000,000.00 per occurrence, inclusive of personal injury, bodily injury, death, and property damage, and with an aggregate limit of at least \$2,000,000.00 per year, which policies insure against all liability of Tenant, Tenant's authorized representatives, and anyone for whom Tenant is responsible arising out of and in connection with Tenant's use of the Premises, and shall insure Tenant's performance of the indemnity provisions contained herein. Not more frequently than once each year, Landlord may require the limits to be increased if in its reasonable judgment (or that of its mortgagee) the coverage is insufficient. Tenant shall also insure its personal property located in and on the Premises, and shall neither have nor make any claim against Landlord for any loss or damage to the same, regardless of the cause thereof. The proceeds from any such policy covering personal property shall be used by Tenant for the replacement of Tenant's personal property.

Prior to taking possession of the Premises, and at any other time during the Term upon written request from the Landlord, Tenant shall deliver to Landlord copies of original policies or satisfactory certificates thereof. All such policies shall be non-assessable and shall contain language, to the extent obtainable, that (A) any loss shall be payable notwithstanding any act or negligence of Landlord or Tenant that might otherwise result in forfeiture of the insurance, (B) that the policies are primary and non-contributing with any insurance that Landlord may carry, and (C) that they cannot be canceled or changed except after thirty (30) days' notice to Landlord.

Anything in this Lease to the contrary notwithstanding, Landlord releases and waives unto Tenant, its successors and assigns, and Tenant releases and waives unto Landlord, its successors and assigns, all rights to claim damages for any injury, loss, cost, or damage to persons or to the Premises which is occasioned by fire, explosion, accident, occurrence or condition in, on or about the Premises or any other casualty as long as the amount of such injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm, or corporation, under the terms of any fire, extended coverage, public liability or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. All policies of insurance carried or maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insurer waives all rights of subrogation against either Tenant or Landlord.

Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising out of (A) Tenant's use of the Premises or any other part thereof, (B) any activity, work, or

other thing done, permitted or suffered by Tenant in or about the Premises or the buildings on the Premises, or any part thereof, (C) any breach or default by Tenant in the performance of any of its obligations under this Lease, or (D) any act or negligence of Tenant, or any officer, agent, employee, contractor, servant, invitee or guest of Tenant; and in each case from and against any and all damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising in connection with any such claim or claims as described in (A) through (D) above, or any action brought thereon. If such action be brought against Landlord, Tenant, upon notice from Landlord, shall defend the same through counsel selected by Tenant's insurer or other counsel, in each case acceptable to Landlord. Tenant assumes all risk of damage or loss to its property or injury or death to persons in, on or about the Premises, from all causes except those for which the law imposes liability on Landlord regardless of any attempted waiver thereof, and Tenant hereby waives such claims in respect thereof against Landlord. The provisions of this paragraph shall survive the termination of this Lease.

12. CONDEMNATION. If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Premises shall occur.

If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided above, this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

In the event of any such taking or private purchase in lieu thereof, Landlord shall be entitled to receive and retain all awards as may be awarded in any condemnation proceedings other than those specifically awarded to Tenant for the taking of Tenant's personal property, loss of business and moving expenses.

13. HOLDING OVER. Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be subject to termination by Landlord at any time upon not less than fifteen (15) days advance written notice, or by Tenant at any time upon not less than fifteen (15) days advance written notice, and all of the other terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord from time to time upon demand, as Base Rent for the period of any hold over, an amount equal to one hundred and twenty-five percent of the rent according to the terms of this lease and in effect during the Lease Term ("Holdover Rent") computed on a daily basis for each day of the hold over period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. If Tenant shall hold over after the expiration of the final Renewal Term or termination of this Lease without Landlord's written consent, such holding over shall not be deemed to be a renewal of this Lease but

shall be deemed to create a tenancy-at-sufferance and by such holding over Tenant shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease except those as to the Lease Term hereof and except that during such tenancy-at-sufferance, Tenant shall pay to Landlord the Holdover Rent in effect on the termination date, computed on a daily basis for each day of the hold over period. The increased rent during any such holding over is intended to partially compensate Landlord for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant. Tenant expressly agrees to hold Landlord harmless from any and all loss and damages, direct and consequential, which Landlord may suffer in defense of claims by parties against Landlord arising out of the holding over by Tenant, including, without limitation, reasonable attorney's fees in connection with Landlord's defense of such claims. Acceptance of rent by Landlord subsequent to the Expiration Date shall not constitute consent to any holding over. Landlord shall have the right to apply all payments received after the Expiration Date toward payment for use and occupancy of the Premises subsequent to the Expiration Date and toward any other sums owed by Tenant to Landlord. Landlord, at its option, may forthwith re-enter and take possession of the Premises without process or by any legal process in force. The preceding provisions of this Section 13 shall not be construed as Landlord's consent to hold over.

14. QUIET ENJOYMENT. Landlord covenants that it now has, or will acquire before Tenant takes possession of the Premises, good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, mortgage or mortgages of record, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of such property, and easements, restrictions and other conditions of record. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

15. EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

Tenant shall fail to pay any installment of the Base Rent or Additional Rent herein reserved within ten (10) days following notice to Tenant that the payment has not been received, or any payment with respect to taxes hereunder, or any other payment or reimbursement to Landlord required herein by such payment's due date, and the failure of Tenant to pay such amount within ten (10) days of notice from the Landlord.

Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

Tenant shall file a petition under any Section or chapter of the Bankruptcy Reform Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder, which are not dismissed within one hundred and twenty (120) days thereof.

A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

Tenant shall desert or vacate any substantial portion of the Premises.

Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Section 15), and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, provided, however, that in the event such default cannot reasonably be cured within said thirty (30) day period, Tenant shall be deemed to be in compliance with this subparagraph if it pursues all reasonable means to cure and such default is in fact cured within sixty (60) days after written notice to Tenant, provided that Tenant shall not be entitled to more than one such notice and cure period during the Lease Term.

16. REMEDIES. Upon the occurrence of any such events of default in Section 15 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel and remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution and receive the Rent thereof; and relet the same at such amount as Landlord deems reasonable and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting, including all costs and expenses associated with such reletting including without limitation reasonable attorneys' fees, brokers' commissions and tenant upfit work. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.

Enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the term of this Lease; and Tenant agrees to reimburse Landlord, on demand for any expenses which Landlord may incur in thus effecting compliance with that which Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provision and covenants herein contained. No act or thing done by Landlord or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of the Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the term, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing, and no receipt of money by Landlord from Tenant after the termination of this Lease or after service of any notice or after the commencement of any suit or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such termination, notice, suit or judgment, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default: If, on account of any breach or default by Tenant in Tenant's obligations under the term and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning such breach or default by Tenant or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees so incurred.

17. SECURITY DEPOSIT. Landlord acknowledges receipt from Tenant of the sum of two thousand dollars (\$2,000.00), which sum Landlord shall retain as security for the performance by Tenant of each of its obligations hereunder. If Tenant fails at any time to perform its obligations, Landlord may at its option apply said deposit, or so much thereof as is required, to cure Tenant's default, but if prior to the termination of this Lease Landlord depletes said deposit in whole or in part, Tenant shall immediately restore the amount so used by Landlord. Except to the extent Landlord uses the deposit to cure a default of Tenant, or to restore the Premises to the condition that Tenant is required to leave them at the conclusion of the Lease Term, Landlord shall within thirty (30) days of the termination of the Lease refund so much of the deposit as it continues to hold to Tenant.

18. LANDLORD'S LIEN. In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, client files, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord hereunder all first have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under Uniform Commercial Code, including, without limitation, the right to sell the property described in this Section 18 at public or private sale upon five (5) days' notice to Tenant. Tenant hereby agrees that Landlord shall be entitled to prepare

and file such financial statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

19. MORTGAGES. Tenant accepts this Lease subject and subordinate to any mortgage(s) and/or deeds of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon; provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by any mortgagee or trustee for the purpose of further subjecting and subordinating this Lease to the lien of any such mortgage or deed of trust. Provided, however, that Tenant shall state, with particularity, any claims, offsets or defenses it has against Landlord.

20. MECHANIC'S LIENS. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all, sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of Landlord in the Premises or under the terms of this Lease.

21. NOTICES. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:

All Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligations to pay Rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by Landlord.

Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail postage prepaid, Certified or Registered Mail, return receipt requested, addressed to the parties hereto at

the respective addresses set out below, or at other such address as they have theretofore specified by written notice delivered in accordance herewith.

LANDLORD:

Clayton County Board of Education
Attn: Dr. Morcease Beasley, Ph.D., Superintendent
1058 5th Avenue
Jonesboro, Georgia 30236
Facsimile #770-473-2778
E-mail: morcease.beasley@clayton.k12.ga.us

With a copy to:

Fincher & Denmark, LLC
Attn: Winston Denmark, Esq.
8024 Fair Oaks Court
Jonesboro, Georgia 30236
Facsimile # 770-471-9948
E-mail sfincher@fdmlegal.com

TENANT:

Utopian Academy
P.O. Box 1182
Mableton, Georgia 30126
Attn: Artesius Miller
E-mail: artesium.miller@utopianacademy.com

With a copy to:

McGuire Woods, LLP
Attn: Robert L. Fortson, Esq.
100 Peachtree Street
Suite 2200
Atlanta, Georgia 30303
Facsimile # 404-443-5684
E-mail: rfortson@mcguirewoods.com

If and when included within the term "Landlord," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of

notices and payments to Landlord; if and when included within the term "Tenant," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this Section 22 to the same effect as if each had received such notices.

Tenant is required to update its business address in writing with Landlord every three months. Tenant will provide the address update to Landlord's counsel, Steven M. Fincher, Esq. at the address listed above.

22. BROKER'S CLAUSE. Tenant represents that it has not dealt with any broker in connection with this Lease. Landlord represents that it has not dealt with any broker in connection with this Lease. Landlord covenants and agrees to pay and hold harmless and indemnify Tenant from and against any and all costs, expenses, including reasonable attorneys' fees, or liabilities for any compensation, commission, or charge claimed by any broker or agent other than Tenant's Broker with whom Landlord has had any dealings or negotiations with respect to this Lease or the negotiation thereof. Tenant covenants and agrees to pay and hold harmless and indemnify Landlord from and against any and all costs, expenses, including reasonable attorneys' fees, or liabilities for any compensation, commission, or charge claimed by any broker or agent including Tenant's Broker, but excluding Landlord's Broker, with whom Tenant has had any dealings or negotiations with respect to this Lease or the negotiation thereof.

23. INDEMNITY.

(a) Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability and expense (including attorneys' fees and expenses of litigation relating thereto and to this indemnity) in connection with loss of life, bodily or personal injury, for property damage, arising from or out of any occurrence in, upon, or at the Premises or the occupancy or use by Tenant of Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including the sidewalks and common areas within the Premises;

(b) Tenant shall store its property in and shall occupy the Premises at its own risk and shall release Landlord, to the full extent permitted by Law, from all claims of every kind resulting from loss of life, personal and bodily injury or property damage;

(c) Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business;

(d) Landlord shall not be responsible or liable to Tenant or to those claiming by, through, or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of person(s) occupying adjacent, connecting or adjoining premises;

(e) Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building in the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant, or other person, caused by or resulting from bursting, breakage or by or from the leakage of steam, snow or ice, or the running, backing up, seepage, or overflow of water or sewage, in any part of said Premises or for any injury or damage caused by or resulting from acts of God or the elements or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of the Premises, including but not limited to any building, machinery, apparatus or equipment resulting from the acts or negligence of any occupant of the Premises. Landlord is not responsible in any event for consequential damages;

(f) Tenant shall give prompt notice to Landlord in the case of fire or accidents in the Premises or in the Building thereon or of defects therein or in any fixtures or equipment;

(g) Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing the terms of this Lease.

24. RULES AND REGULATIONS. Tenant shall fully comply with the Rules and Regulations attached hereto as Exhibit "C" and made a part hereof and any and all modifications thereof or amendments thereto with respect to which Landlord notifies Tenant.

25. HAZARDOUS MATERIALS. Tenant agrees that it will not place, hold, or dispose of any Hazardous Material (as hereinafter defined) on, under or at the Premises and that it will not use the Premises or any portion thereof as a treatment, storage, or disposal (whether permanent or temporary) site for any Hazardous Material. Tenant further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Premises. Tenant hereby agrees to and does indemnify Landlord against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect result of (i) any breach by Tenant of the foregoing covenants or (ii) to the extent caused or allowed by Tenant or any agent, employee, invitee, or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from, onto, or into the Premises, the atmosphere, or any watercourse, body of water, or groundwater, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, State, Local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material); and the provisions of and undertakings and indemnification set out in this Section 26 shall survive the early termination or expiration of this Lease, and shall continue to be a personal liability, obligation and indemnification of Tenant, binding upon Tenant forever. The provisions of the preceding sentence shall govern and control over any inconsistent provisions of this Lease. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called

"Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, State, Local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter is in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

26. BANKRUPTCY. Landlord and Tenant understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the United States Bankruptcy Code, as amended, (the "Code") may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that, in any event, pursuant to the Code, Landlord is entitled to adequate assurances of future performance of the provisions of this Lease. The parties agree that, with respect to any such assumption or assignment, the term "adequate assurance" shall include at least the following:

(a) In order to assure Landlord that the proposed assignee will have the resources with which to pay all Rent payable pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Tenant on the Effective Date (as hereinafter defined), increased by seven percent (7%), compounded annually, for each year from the Effective Date through the date of the proposed assignment. It is understood and agreed that the financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease.

(b) Any proposed assignee must have been engaged in the conduct of business for the five (5) years prior to any such proposed assignment, which business is subject to the reasonable approval of the Landlord. It is understood that the Landlord's asset will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises without first obtaining the Landlord's written permission.

(c) Any proposed assignee of this Lease must assume and agree to be personally bound by the provisions of this Lease.

27. FINANCIAL STATEMENTS. At the request of Landlord, Tenant shall, not later than ninety (90) days following the close of the fiscal year of Tenant during the Lease Term, furnish to Landlord a balance sheet of Tenant as of the end of such fiscal year and a statement of income and expense for the fiscal year then ended, together with an opinion of an independent certified accountant to the effect that said financial statements have been prepared in conformity with reasonably accepted accounting principles, and fairly present the financial condition and results of operations of Tenant as of and for the periods covered.

28. EARLY TERMINATION. Tenant shall have a one-time right, upon thirty (30) days prior written notice to the other party, to terminate this Lease during the Lease Term. There shall be no option to purchase the Premises under the terms of this Agreement.

29. PARKING. Tenant shall be entitled to use available parking spaces on the Premises on a first-come, first-served basis. Parking spaces available to Tenant on the first come, first served

basis shall be located in the parking lots and areas delineated and otherwise described in **Exhibit "D"**, which is hereto attached. Tenant shall not allow Tenant's employees, guests, visitors, students, parents of students, or any other visitor or guest to park in any lots or areas not delineated or described for Tenant's use in Exhibit C. Should Tenant, Tenant's employees, students, parents of students, or other visitors or guests park in any areas not made available for Tenant's use, said person's vehicle shall be towed at the owner's expense.

30. MISCELLANEOUS. Words of any gender used in this Lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise required.

The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. Landlord shall have the right to assign any of its rights and obligations under this Lease. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

Tenant agrees from time to time, within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Base Rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. It is understood and agreed that Tenant's obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlord's execution of this Lease.

This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the term hereof, and prior to Tenant's vacating the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises, including, without limitation, all heating and air conditioning systems and equipment therein, to the original condition in which it existed at the initiation of the Lease Term as determined by the Punch List. The Punch List will be made prior to this Lease, taking effect to document the Premises condition at the beginning of the Lease Term, and not as a means for Tenant to seek any repairs or alterations as they are taking the Premises in the "as is/where is" condition. Tenant shall also, prior to vacating the Premises, pay to Landlord the amount, as estimated by Landlord, of Tenant's obligation hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall

be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under this Section 32.

In the event of a transfer by Landlord of its interest in the Premises and the assumption in writing by Landlord's transferee of Landlord's obligations under the terms of this Lease, then in such event Landlord shall be released from any further obligations and liabilities under the terms of this Lease.

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

This Lease shall be treated as an offer, with such offer subject to the withdrawal or non-acceptance by Landlord, and this Lease shall not be valid or binding unless and until accepted by Landlord in writing and a fully executed copy delivered to both parties hereto.

All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

Time is of the essence of this Lease.

This Lease shall be governed, controlled and construed in accordance with the laws of the State of Georgia. The state and federal courts located in Clayton County, Georgia, shall have exclusive jurisdiction over all matters arising out of this Lease.

(Signature page attached hereto)

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease as of the
30 day of May, 2019.

LANDLORD:

Clayton County Board of Education

By: 
Name: _____
Title: _____

TENANT:

**Utopian Academy for the Arts: The
Miller Foundation, Inc.**

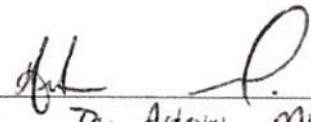
By: 
Name: Dr. Arsenius Miller
Title: Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

[See Previous Lease; No Change to Legal Description of Premises]

EXHIBIT B

DESCRIPTION OF BUILDINGS

[See Previous Lease; No Change to Description of Building]

EXHIBIT C

RULES AND REGULATIONS

[See Previous Lease; No Change to Rules and Regulations]