

Billionaires Funding Group

5675 Jimmy Carter Blvd • Suite 109 • Norcross, GA 30071

1. ARTICLE 1

1.1 TERM AND TERMINATION

1.01 This Net Lease Agreement (this "Lease") made and entered into on the 11/05/2020, by and between Dekalb Preparatory Academy, Inc, (hereinafter referred to as "Tenant"), and 4319 Covington Hwy, LLC, a Georgia Corporation, (hereinafter referred to as "Landlord").

The term of this Lease shall commence on the 11/01/2020, and shall continue to and including the 10/31/2021, unless sooner terminated as provided herein. Tenant shall occupy the Premises as soon as the lease term commences.

1.02 Intentionally Omitted.

1.03 Tenant acknowledges and agrees that it has no right to terminate this Lease early and that it is leasing the Premises for the entire lease term as provided in paragraph 1.01 herein above.

By initialing below, you acknowledge and agree to the terms in Section 1.

X SW

Dekalb Preparatory Academy, Inc

2. ARTICLE 2

2.1 SECURITY DEPOSIT

2.01 Landlord acknowledges receipt from Tenant of the sum of \$1,919.00 ✓ which sum shall be held by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such funds to the extent necessary to make good any arrearages of rent and any other damage, injury, expense or liability caused by such event of default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant fails to make such payment, all amounts advanced by Landlord from the security deposit shall bear interest at the highest rate provided in the Lease or eighteen percent (18%) per annum (whichever is higher) from the date of payment by Landlord, and Landlord may at his option terminate this Lease. The security deposit shall not be assigned or encumbered by Tenant and any attempted assignment or encumbrance by Tenant shall be void. Landlord shall not be required to invest or pay interest on the security deposit or to retain the security deposit in a separate account, and Landlord shall be entitled to commingle the security deposit with other funds of Landlord. If Tenant is not then in default hereunder, any remaining balance of such security deposit shall be returned by Landlord to Tenant upon termination of this Lease.

By initialing below, you acknowledge and agree to the terms in Section 2.

X SW

Dekalb Preparatory Academy, Inc

3. ARTICLE 3

3.1 RENT, CAM, TAXES, INSURANCE AND ADDITIONAL RENT

3.01 Rent. Tenant covenants and agrees to pay Landlord by good and sufficient check at the address of Landlord herein specified, or at such other address as Landlord may furnish, a total net rent of \$23,028.00 Dollars (hereinafter sometimes referred to as "net rent"). Said net rent shall be due and payable in monthly installments of \$1,919.00, payable in advance and commencing on 11/01/2020, and continuing on the first day of each and every month thereafter during the term hereof without regard to, and irrespective of the actual square footage of the Leased Premises, for which Landlord makes no warranties whatsoever. (The annual rent shall escalate each lease year by 4% during the lease term and shall be paid as additional rent and added to the monthly installments of rent.) Said net rental shall be paid to Landlord without notice or demand, and without abatement, deduction or setoff, except as hereinafter provided. Landlord may permit Tenant to pay all or a portion of said rent to any party designated by Landlord by written notice to Tenant.

3.02 Common Area Charges. Commencing with the commencement of Rent and continuing thereafter during the Term hereof, Tenant will pay to Landlord, as additional rent, an annual amount, without demand, deduction or setoff, equal to such proportion of "Landlord's Operating Cost of the Common Areas" as the Floor Area of the Premises bears to total floor space leasable in the Center. For the purposes of this Section 3.02, "Landlord's Operating Cost of the Common Areas" is defined as including, without limitation, all of Landlord's costs and expenses of operating, maintaining, repairing and managing the Common Areas, including but not be limited to, cleaning, lighting, repairing, painting, maintaining, and replacing all Common Area improvements including the roofs of all buildings within the Shopping Center; snow and ice removal, landscaping and security; fire safety and protection systems, monitoring, testing and operating charges; restriping and overlay of the parking lot; a ten cents (\$.10) per square foot per annum charge as a reserve for roof replacement costs; painting of exterior surfaces of Shopping Center buildings; total compensation and benefits (including premiums for Worker's Compensation and other insurance) paid to or on behalf of employees; personal property taxes; supplies; fire protection; utility charges; licenses and permit fees; reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing such equipment; any fees paid or assessed by Landlord for management of the Shopping Center; and administrative costs equal to fifteen percent (15%) of the total cost of all the foregoing items. The annual charge shall be computed on the basis of periods of twelve (12) consecutive calendar months as designated by Landlord, and shall be paid by Tenant in equal installments in advance on the first day of each calendar month in an amount reasonably estimated by Landlord. For any period within the Term which is less than a full year, the annual charge shall be appropriately prorated. Within sixty (60) days after the end of each such twelve (12) month period, Landlord will furnish to Tenant a statement showing in reasonable detail the amount of Landlord's operating costs for the preceding period. Tenant shall pay any deficiency reflected on such statement to Landlord within ten (10) days after receipt of the statement. Landlord shall apply a credit against Tenant's share of operating expenses next accruing equal to the amount of any overpayment by Tenant shown on such statement for the preceding calendar year, and the monthly Payments to be made by Tenant for the ensuing year shall be estimated accordingly. Changes in applicable Floor Areas shall result in corresponding pro rata adjustments.

"Common Area" for purposes of this Lease shall mean all areas and facilities in the Center designated by landlord from time to time for the general use, in common, of occupants of the Center, including the Tenant hereunder, its officers, agents, employees and customers. Common Areas shall include, to the extent provided and without limitation, the driveways, truckways, parking areas, sidewalks, roadways, delivery passages, loading platforms, public restrooms (if any), ramps, planted areas, and landscaped areas, and common truck loading and receiving areas which are not leased to or reserved for individual tenants.

3.03 Taxes. Commencing with the commencement of Rent and continuing thereafter during the Term hereof, Tenant shall pay promptly when due all taxes imposed upon Tenant's rent and business operation and upon all personal property of Tenant, and shall also pay to Landlord, as additional rent, without demand, offset or deduction, Tenant's share of "Real Estate Taxes" (as hereinafter defined) as specified in this Section 3.03. Tenant's share of "Real Estate Taxes" shall be computed by multiplying the total amount of such taxes by a fraction, the numerator of which shall be the total number of square feet of Floor Area, and the denominator of which shall be the total number of square feet of floor space leasable in the Center. Landlord shall furnish Tenant copies of all tax bills affecting Tenant's share of Real Estate Taxes and a statement of the calculation of same upon demand. For purposes of this Lease, the phrase "Real Estate Taxes" shall mean and include any and all governmental levies, fees, charges, taxes or assessments of every kind and nature whatsoever which during the Term are levied, assessed, become due and payable or are imposed against the Center or any portion thereof or against Landlord by reason of its ownership and operation of the Center and its receipt of rents therefrom, extraordinary as well as ordinary, foreseen and unforeseen, including, without limitation, ad valorem taxes, rent taxes, water and sewer rents, all other governmental exactions arising in connection with the use, occupancy or possession of, or growing due and payable out of or for the Center or any part thereof and expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such tax(es); provided, however, that the phrase "Real Estate Taxes" shall not be deemed to include any inheritance, estate, succession, transfer, gift, franchise, corporation, general income or profit tax of Landlord. Landlord shall estimate Real Estate Taxes on the basis of periods of twelve (12) consecutive calendar months designated by Landlord, and Tenant shall pay one-twelfth (1/12) of such estimate in equal monthly installments, together with the payment of Rent. In the event the aggregate of Tenant's installments during any such period (or part thereof) shall be less than the amount of taxes due from Tenant, such deficiency shall be paid to Landlord within ten (10) days after demand therefor. For any period within the Term which is less than a full year, Tenant's share of Real Estate Taxes shall be appropriately prorated.

3.04 Insurance. Tenant hereby agrees to pay to Landlord, as additional rent, an annual amount, without demand, deduction or setoff, equal to such proportion of "Landlord's Insurance Costs" as the Floor Area of the Premises bears to the total floor space leasable in the Shopping Center. For the purposes of this Section 3.04, "Landlord's Insurance Costs" is defined as including the costs to Landlord of insurance obtained by Landlord in connection with the Center, including, without limitation, any liability insurance or personal injury, death and property damage insurance, fire, theft, or other casualty insurance, Worker's Compensation Insurance covering rent loss, personnel, fidelity bonds for personnel, and insurance against liability for defamation and claims of false arrest occurring in or about the Co nun on

Areas. The annual charge for Landlord's Insurance Costs shall be computed on the basis of periods of twelve (12) consecutive calendar months as designated by Landlord, and shall be paid by Tenant in equal installments in advance on the first day of each calendar month in an amount reasonably estimated by Landlord. For any period within the Term which is less than a full year, the annual charge shall be appropriately prorated. Within sixty (60) days after the end of each twelve (12) month period, Landlord will furnish the Tenant a statement showing in reasonable detail the amount of Landlord's Insurance Costs for the preceding period, any necessary adjustments shall thereupon be made, and the monthly payments to be made by Tenant for the ensuing year shall be estimated accordingly. Changes in applicable Floor Areas shall result in corresponding pro rata adjustments. Tenant further agrees to pay on demand any increase in premiums that may be charged on insurance carried by Landlord resulting from Tenant's use or occupancy of the Premises or any other part of the Center.

3.05 Utility Charges. Landlord shall only furnish water, natural gas, and electricity to the Premises, any other utilities shall be furnished by Tenant. Notwithstanding the foregoing, in the event Tenant consumes a disproportionate share of utilities, such as water or electricity, based upon the nature of Tenant's business operations, Landlord reserves the right to charge Tenant for such disproportionate usage in an amount reasonably determined by Landlord. Landlord may install re-registering meters and collect any and all utility charges as aforesaid from Tenant, making returns to the proper public utility company or governmental unit, provided that Tenant shall not be charged more than the rates it would be charged for the same services if furnished direct to the Premises by such companies or governmental units. At the option of Landlord, any utility or related service which Landlord may at any time elect to provide to the Premises may be furnished by Landlord or any agent employed by or independent contractor selected by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers so long as the rates charged by the Landlord or by the supplier of such utility or related service are competitive. If utilities are metered, but an accurate meter reading is not possible, Tenant shall pay pursuant to Landlord's reasonable determination of Tenant's utility consumption. Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of rents or other charges.

3.06 Additional Rent All net rental, additional rental, and any other costs, expenses, sums or amounts payable or reimbursable hereunder by Tenant to Landlord shall be deemed to be rental hereunder whether or not designated as such, which, if not promptly paid on or before the date due, time being of the essence, shall bear interest at the rate of the greater of (a) eighteen (18%) percent per annum, or (b) the rate announced by Chase Bank N.A. as its prime rate (but in no event higher than the highest rate enforceable by law) from the due date until paid. In the event Landlord shall pay or be compelled to pay any sum of money, or do any act which shall require the expenditure or payment of any sum by reason of or related to the failure of Tenant to perform any one or more of the covenants of Tenant contained in this Lease, Tenant shall immediately repay the same to Landlord upon demand, with interest thereon at the rate set forth in the preceding sentence, and such sum or sums so paid by Landlord, together with all interest, costs and damages, shall be deemed to be additional rent immediately due and payable, but it is expressly covenanted and agreed hereby that payment by Landlord of any such sums of money or the doing of any such acts shall not be deemed to waive or release the default in the payment or doing thereof by Tenant, or the right of Landlord to recover possession, at Landlord's election, of the Premises by reason of Tenant's default with respect to any such payment or act.

3.07 Attorney Fees. In the event that any amounts owing under this Lease by Tenant are collected by or with any assistance from or consultation with an attorney at law, Tenant shall pay to Landlord, in addition to all rent, additional rent, late fees, and interest, the greater of Landlord's actual reasonable attorneys' fees and fifteen (15%) percent of such amounts being fifteen (15%) percent reasonable attorneys' fees. Tenant covenants and agrees to pay all attorneys' fees incurred by Landlord arising out of or related to any litigation or negotiation in which Landlord shall become involved in connection with this Lease or the use or occupancy of the Premises.

By initialing below, you acknowledge and agree to the terms in Section 3.

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Dekalb Preparatory Academy, Inc

4. ARTICLE 4

4.1 PERSONAL PROPERTY TAXES

4.01 Tenant shall promptly pay all personal property taxes and other taxes levied against Tenant's trade fixtures, fixtures, inventory, equipment, supplies and merchandise upon the Premises and against Tenant's business. When possible, Tenant shall cause such trade fixtures, fixtures, inventory, equipment, supplies and merchandise and all other personal property to be assessed and billed separately from the real property of Landlord.

By initialing below, you acknowledge and agree to the terms in Section 4.

X SW
Dekalb Preparatory Academy, Inc

5. ARTICLE 5

5.1 REPAIRS

5.01 Repairs by Landlord. Within a reasonable period after receipt of written notice from Tenant of the need therefor, Landlord shall make (a) necessary structural repairs to the exterior walls (excluding the exterior of and the frames surrounding all windows, doors, plate glass, store fronts and signs) of the Premises; (b) necessary repairs to plumbing, pipes and conduits located outside the Premises or in the Common Areas; and (c) necessary repairs to sidewalks, parking areas and curbs; provided, however, Landlord shall not be required to make any repairs where such repairs are made necessary by any act or omission or negligence of Tenant, any subtenant or concessionaire of Tenant, or their respective employees, agents, invitees, licensees, visitors or contractors, or by fire or other casualty or condemnation).

5.02. Repairs and Maintenance by Tenant. Except as provided herein to the contrary, Tenant covenants and agrees to keep and maintain in good order, condition and repair throughout the Term the Premises and every part thereof, including, without limitation: Fixtures and sprinkler system equipment therein; the exterior and interior portions of all doors, windows and glass; electrical wiring and conduits; plumbing and sewage facilities within the Premises, including free flow of sewer lines therein; fixtures, heating, air conditioning (including exterior mechanical equipment and electrical equipment); and interior walls, floors and ceilings, including compliance with applicable building codes relative to sprinkler system and fire extinguishers. Any and all such repairs, alterations, replacements and modifications, ordinary and extraordinary, foreseen and unforeseen, shall be at Tenant's sole expense and shall be made using materials and labor of kind and quality equal to the original work. Tenant agrees to keep in force a standard maintenance agreement on all heating and air conditioning equipment and provide a copy of said maintenance agreement to the Landlord which maintenance agreement shall require a semiannual inspection of such equipment. Tenant further agrees to furnish Landlord semiannually with written certifications by the company performing said inspections that such equipment is in good repair. All parts of the interior of the Premises shall be painted or otherwise decorated by the Tenant periodically, in any event no less than every three (3) years. Tenant will surrender the Premises at the expiration or earlier termination of this Lease in as good condition as when received, or in such better condition as the Premises may be put during the Term, excepting only deterioration caused by ordinary wear and tear or fire and other casualty resulting in termination of this Lease by Landlord. In the event Tenant prepares fried food in the Premises, (i) grease traps shall be installed and maintained by Tenant in a clean and sanitary condition and in good repair in all sinks in the Premises, and such traps shall be cleaned on a monthly basis; (ii) Tenant shall have the filters in the hoods for food processing exhaust systems removed daily and washed, and shall have the hoods scraped and cleaned and exhaust ducts cleaned a minimum of once every three (3) months, or as designated by Landlord; and (iii) if gas is used in the Premises, Tenant shall install a proper gas cut off valve in the Premises. Immediately after each required cleaning of the hoods and exhaust ducts, Tenant shall deliver written verification from the company performing such service stating that such work has been performed and stating the date of such cleaning. If (i) Tenant does not repair the Premises properly as required hereunder and to the reasonable satisfaction of Landlord, or (ii) Landlord, in the exercise of its sole discretion, determines that emergency repairs are necessary, or (iii) repairs or replacements to the Center or the Premises are made necessary by any act or omission or negligence of Tenant, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any such event Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and Tenant shall pay to Landlord upon demand the total cost of such repairs plus interest in the amount of eighteen percent (18%) per annum from the date such cost is incurred by Landlord until repaid by Tenant. Before undertaking any alterations, additions, improvements or construction (including, without limitation, the initial construction of the Premises) Tenant shall obtain at its expense a commercial general liability insurance policy (in addition to all other insurance required to be carried by Tenant hereunder) insuring Tenant and the Landlord and its assigns as named insured against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with the minimum limits set forth in Section 7.02 and Tenant shall require its contractors to obtain and maintain comprehensive public liability, Worker's Compensation and damage insurance in amounts satisfactory to Landlord). Said comprehensive public liability insurance shall include "Completed operations coverage."

By initialing below, you acknowledge and agree to the terms in Section 5.

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Dekalb Preparatory Academy, Inc

6. ARTICLE 6

6.1 INDEMNIFICATION OF LANDLORD

6.01 During the term hereof as same may be renewed, Tenant shall pay, and shall protect, indemnify and save harmless Landlord from and against, any and all liabilities, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands, and judgments of any nature whatever arising out of or related to: (a) injury to or the death of persons or damage to property (i) on the Premises or upon adjoining sidewalks, streets or ways, or (ii) in any manner arising out of or connected with Tenant's use, non-use, or occupancy of the Premises, or (iii) resulting from the condition of the Premises or of adjoining sidewalks, streets or ways; (b) the violation of any agreement, representation, warranty, provision, term or condition of this Lease by Tenant; and (c) the violation of any Laws affecting the Premises or the occupancy or use thereof.

6.02 Anything in this Lease to the contrary notwithstanding, Landlord shall have no personal liability hereunder and Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Premises for the collection of any judgment or other judicial process arising out of any default or breach by Landlord with respect to any terms or covenants of this Lease to be observed or performed by Landlord, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of any remedies of Tenant.

By initialing below, you acknowledge and agree to the terms in Section 6.

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Dekalb Preparatory Academy, Inc

7. ARTICLE 7

7.1 INSURANCE

7.01 Tenant shall provide and maintain insurance against loss or damage or injury or destruction of any building or buildings now or hereafter erected on the Premises resulting from fire, or from any other hazard included in extended coverage endorsement, including, without limitation, sprinkler leakage, collapse, vandalism and malicious mischief coverage. Tenant shall provide and keep in full force all such insurance in an amount equal to the full replacement cost of the buildings, including the fixtures and equipment constituting part of the Premises.

7.02 Tenant shall provide and maintain general public liability insurance with coverages and amounts not less than One Million Dollars and No/100 (\$1,000,000.00) Dollars with respect to property damage, bodily injury, personal injury or death to one or more persons, which policy shall contain an endorsement deleting from such policy the "Care, Custody and Control", the "Alterations and Extraordinary Repairs", and the "Contract Liability" exclusions, and all other exclusions of similar import or effect.

7.03 With respect to each such policy of insurance described in this Article 7:

(a) Each such policy of insurance shall be written in the name of, and shall insure Landlord and Tenant and the holder of any mortgage or security deed which encumbers the Premises (hereinafter referred to as "Mortgagee"), as their respective interests may appear.

(b) Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be altered or cancelled without at least thirty (30) days prior written notice to Landlord and Mortgagee. Upon the failure at any time on the part of Tenant to procure and deliver to Landlord any of the policies of insurance or certificates as hereinabove provided, at least thirty (30) days before the expiration of the prior insurance policies, if any, or to pay the premiums therefor, Landlord shall be at liberty from time to time as often as such failure may occur, to procure such insurance for a term not exceeding one (1) year and to pay the premium therefor, and any sums so paid for insurance by Landlord shall be and become and are hereby declared additional rent under this Lease, forthwith due and payable, and shall be collected accordingly.

(c) Tenant shall deliver, upon request by Landlord, satisfactory evidence of each such policy of insurance to Landlord, Mortgagee or any other party designated by Landlord. Such satisfactory evidence of insurance may consist of, at Landlord's election, either the original policy, a duplicate original policy, or a certificate of insurance, together with evidence of the payment of the premium of each such policy.

(d) Each such insurance policy shall contain such mortgagee endorsement as is requested by Landlord, and shall be written by a responsible insurance company satisfactory to Landlord and legally licensed to do business in Georgia, and shall be in form satisfactory to Landlord.

(e) Each such insurance policy shall be paid for solely by Tenant.

7.04 Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article 7 unless Landlord and Mortgagee are listed as named insureds and loss payees.

7.05 Landlord and Tenant shall cooperate in connection with the collection of any insurance monies that may be due in the event of loss, and Landlord and Tenant shall execute and deliver such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance monies.

7.06 Tenant hereby waives any rights of action against Landlord for loss or damage covered by any insurance hereunder, and Tenant covenants and agrees with Landlord that Tenant shall obtain a waiver from the carrier of such insurance policies releasing all of such carrier's subrogation rights as against Landlord.

By initialing below, you acknowledge and agree to the terms in Section 7.

X SW
Dekalb Preparatory Academy, Inc

8. ARTICLE 8

8.1 DESTRUCTION AND DAMAGE

8.01 If, during the term of this Lease, as same may be renewed, the buildings, improvements, or the equipment on, in or appurtenant to the Premises at the commencement of such term or thereafter erected, shall be destroyed or damaged in whole or in part by fire or any other cause, Tenant shall give to Landlord immediate notice thereof, and Tenant, at Tenant's sole cost and expense, shall promptly repair, replace and rebuild the same with similar buildings, improvements or equipment having a value not less than and being of substantially the same character, design and condition, as existed immediately prior to such occurrence, and Landlord shall in no event be called upon to repair, replace or rebuild any such buildings, improvements or equipment, nor to pay any of the cost or expenses thereof beyond or in excess of the insurance proceeds as herein provided. Further, no abatement of rent or other sums due under this Lease shall occur.

8.02 For the purpose of paying towards the cost of such repairs, replacement or rebuilding, Tenant shall deposit the proceeds of insurance in a special trust account in a bank designated by Landlord or Mortgagee, and Landlord or Mortgagee shall make available and pay from time to time, but in no event more frequently than once in each month, all net sums received under insurance policies covering such loss or losses as provided for herein at the request of or at the direction of Tenant to the parties whom Tenant may employ to repair, replace or rebuild the same, as such repairs, replacements or rebuildings shall progress, or to Tenant, if Tenant shall make or pay for such repairs, replacement or rebuilding, in reimbursement for work and materials actually incorporated in the Premises. Such payments shall be made only upon written request from an officer of Tenant, or in the event that an architect has been retained to supervise said work, then said payments shall be made upon appropriate requisition certificates of the architect in charge of such work; provided, however, that in each instance of requisition prior to the completion of such work, said officer of Tenant or the architect, if any, shall also certify to Landlord, and at Landlord's request to Mortgagee, that the cost of the then remaining work necessary for completion thereof does not exceed ten (10%) percent of the balance of said insurance proceeds as will remain after payment over the sum so requisitioned, and that such work has been prosecuted in accordance with the plans and specifications therefor. If, in the course of such work, any mechanic's or other lien or order for the payment of money shall be filed against the Premises or against Landlord or Tenant or any contractor of Tenant, or if Tenant shall be in default in the payment of any net rent or additional rent then due and payable, or if there is any existing and unremedied default on the part of Tenant under the agreements, terms, covenants and conditions of this Lease as to which Landlord has served notice upon Tenant and with respect to which Tenant has failed to cure within the time provided for herein, Landlord shall not be obligated to make any payment of such insurance proceeds until and unless such lien or order shall have been fully bonded, satisfied, cancelled, discharged of record or complied with, or until such default shall have been cured.

8.03 Tenant shall proceed to repair, replace or rebuild any such damaged or destroyed structures, improvements and equipment promptly, and in the event that such work shall not be commenced within ninety (90) days from the date of payment to Landlord or Tenant of the insurance proceeds by the company or companies insuring such loss or damage and shall not be expeditiously prosecuted to completion, Landlord, in addition to any other remedies set forth in Article 17 of this Lease, shall have the right to cancel and terminate this Lease by giving to Tenant no less than ten (10) days' notice of intention to do so and, if upon the expiration of the time fixed in such notice, such work shall not have been commenced and the other agreements, terms, covenants and conditions herein complied with, or, if after commencement thereof, the work shall not have been expeditiously prosecuted, as the case may be, this Lease and the term hereof shall terminate and all such insurance proceeds shall belong to and shall be retained by Landlord.

8.04 Such work and the performance thereof shall be subject to, and shall be performed in accordance with, the Provisions contained in Article 12 of this Lease.

By initialing below, you acknowledge and agree to the terms in Section 8.

X JW
Dekalb Preparatory Academy, Inc

9. ARTICLE 9

9.1 MORTGAGES

9.01 Upon request by Landlord or any Mortgagee which now or hereafter holds a first priority security position encumbering the Premises (hereinafter referred to as "First Mortgage"), this Lease and all rights to Tenant hereunder shall become subject and subordinate to such First Mortgage, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of such First Mortgage. Tenant's rights under this Lease shall not be subject and subordinate to any such First Mortgage unless the Mortgagee thereof has requested that this Lease be subordinate thereto in accordance with the terms of this Section 9.01. Such subordination shall be automatic upon request by Landlord without the execution of any further subordination agreement by Tenant. If, however, a written subordination agreement consistent with these provisions is required by a Mortgagee of any such First Mortgage, Tenant shall execute, acknowledge and deliver same. Additionally, the Mortgagee of any such First Mortgage may elect to have this Lease made prior to such First Mortgage, and in the event of such election and upon notification by such Mortgagee to Tenant to that effect, this Lease shall be deemed prior in lien to such First Mortgage, whether or not this Lease is dated or filed prior to or subsequent to the date of such First Mortgage.

9.02 Tenant shall, upon request by Landlord, execute and deliver to Landlord or any designee of Landlord a written estoppel certificate or declaration in recordable form ratifying this Lease and certifying: (a) the commencement and termination dates thereof, (b) that this Lease contains the entire agreement between the parties and is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (c) that all conditions to the enforceability of this Lease have been fulfilled and all obligations under this Lease to be performed by Landlord have been satisfied, (d) that there are no defaults, defenses or offsets under or against the enforcement of this Lease, or stating those claimed by Tenant, (e) the amount of security deposit and advance rental, if any (or none if such is the case), paid by Tenant, (f) the date to which rental has been paid and the amount of rental due under this Lease, and (g) that Tenant has accepted possession of the Premises. Such declaration shall be executed and delivered by Tenant from time to time as may be requested by Landlord, and any existing or potential purchaser or Mortgagee shall be entitled to rely upon same. Tenant's certificate or statement shall also contain such other information as may be required by Landlord or any designee of Landlord.

9.03 Tenant shall, in the event of the exercise of a power of sale or deed in lieu of foreclosure under any First Mortgage, attorn to and recognize such purchaser as landlord under this Lease; provided that said purchaser shall not be liable for any act or omission of any prior landlord or subject to any offsets or defenses which Tenant may have against any prior landlord or be bound by any amendment or modification of this Lease made without the prior written consent of such purchaser.

9.04 If, in connection with obtaining financing or refinancing for the Premises, any bank, insurance or other recognized institutional lender shall request reasonable modifications in this Lease as a condition of such financing, Tenant shall not unreasonably withhold, delay or defer Tenant's consent or agreement thereto, provided that such modifications do not materially increase the obligations of Tenant hereunder.

By initialing below, you acknowledge and agree to the terms in Section 9.

X JW
Dekalb Preparatory Academy, Inc

10. ARTICLE 10

10.1 LIENS

10.01 Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit and that no mechanic's, materialman's or other lien or claim of lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises. Tenant shall have no power or authority to act as agent for Landlord, or to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the interest of Landlord in the Premises, it being agreed that should Tenant cause any Repairs to be made to the Premises, or labor performed or material furnished therein, thereon or thereto, neither Landlord nor the Premises shall under any circumstances be liable for the payment of any expense incurred for the value of any work done or material furnished, and all such Repairs, and labor and material, shall be made, furnished and

performed at Tenant's sole expense, and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing and performing such labor and material and any person who does any work on or supplies any material to the Premises shall, by so doing, be deemed to waive any rights against Landlord or the Premises and to agree to look solely to Tenant for compensation.

10.02 If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's, materialman's or other lien, claim of lien, charge or order for the payment of money shall be filed against the Premises or against Landlord (whether or not such lien, claim of lien, charge or order be valid or enforceable), Tenant at Tenant's sole cost and expense, shall cause the same to be cancelled and discharged of record or bonded, within fifteen (15) days after notice to Tenant of the filing thereof, and Tenant shall indemnify and save harmless Landlord from and against any and all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including attorneys' fees, resulting therefrom.

By initialing below, you acknowledge and agree to the terms in Section 10.

X SW
Dekalb Preparatory Academy, Inc

11. ARTICLE 11

11.1 ASSIGNMENT AND SUBLETTING

11.01 Without the prior written consent of Landlord, neither Tenant, nor Tenant's legal representatives or successors in interest by operation of law or otherwise, shall use or permit the Premises or any part thereof to be used, occupied, or managed by any party or parties other than Tenant. For purposes of this Article 11, an "assignment", as prohibited hereunder, shall include, without limitation: (a) any voluntary or involuntary transfer, including, without limitation, any transfer by operation of law, (b) any merger, consolidation or liquidation involving Tenant or any stock of Tenant, (c) any change in or entry into any management or operating agreement or arrangement with respect to the management of the business conducted on the Premises, or (d) if Tenant is a corporation whose stock is not listed on a nationally recognized security exchange, one or more sales or transfers of stock, or of the right to vote such stock, by operation of law or otherwise, or creation of a new stock, by which an aggregate of fifty (50%) percent or more of Tenant's stock or the right to vote such stock shall be vested in a party or parties who are non-stockholders as of the date of execution of this Lease, which stock ownership shall be determined in accordance with the principles set forth in Section 544 of the Internal Revenue Code of 1954 as the same existed on August 16, 1954. Consent to any assignment or sublease shall not vitiate or waive this provision, and all further assignments and subleases shall likewise be made only upon the prior written consent of Landlord. In the event Tenant shall desire to assign this Lease or sublet the Premises or any portion thereof, then Tenant shall promptly notify Landlord in writing of such desire, identifying such assignee or subtenant, and furnishing Landlord with complete written financial, biographical and business information about such proposed assignee or subtenant, in which event Landlord shall be entitled, at Landlord's sole option and in Landlord's sole discretion, to (a) approve such assignment or sublease, or (b) disapprove such assignment or sublease. Tenant shall, upon any assignment or subletting, advise Landlord of the amount of rental thereunder, and furnish Landlord with a true and complete copy of such assignment or sublease. Any such request for approval of an assignment or sublease shall be accompanied by a payment from Tenant to Landlord of Seven Hundred Fifty and No/100 Dollars (\$750.00), which payment shall compensate Landlord for Landlord's time and expense relative to reviewing such request, and which fee shall be non-refundable regardless of whether such approval is granted or denied. Subtenants or assignees shall not prepay any rental to any party other than Landlord more than one (1) month in advance, and shall become, at Landlord's option, liable directly to Landlord for all obligations of Tenant hereunder without the necessity of further documentation and without relieving any of Tenant's liability, and any such subtenant shall make all rental and other payments under any such sublease directly to Landlord, if Landlord so elects. If this Lease be assigned or sublet, Landlord may and is hereby empowered, at Landlord's option, to collect rent from the assignee or subtenant; in the event Landlord does so collect rent from such assignee or subtenant, Landlord shall apply the amount received by Landlord to the rent payable by Tenant under this Lease, and no such receipt of rent shall be deemed to be: (a) a waiver of the covenant herein against assignment and subletting, (b) an acceptance of the assignee or subtenant as Landlord's tenant, or (c) a release of Tenant from the further performance of the covenants herein contained on the part of Tenant. If this Lease shall be assigned or the Premises sublet by Tenant at a rental rate, including, without limitation, percentage rental and all other sums payable thereunder, that exceeds the rental rate to be paid to Landlord by Tenant hereunder, then and in such event one-half of all such excess shall be immediately paid over to Landlord by Tenant upon receipt by Tenant as additional rent due by Tenant to Landlord hereunder.

By initialing below, you acknowledge and agree to the terms in Section 11.

X SW
Dekalb Preparatory Academy, Inc

12. ARTICLE 12

12.1 ALTERATIONS, IMPROVEMENTS, AND ADDITIONS

12.01 Tenant shall not alter the Premises or any part thereof without first: (a) submitting to Landlord plans and specifications in reasonable detail of any proposed alterations, and (b) obtaining Landlord's prior written approval thereof. Any such alterations shall immediately upon installation become the property of Landlord and shall remain upon the Premises upon termination of this Lease unless Landlord at Landlord's option shall require the restoration of the Premises to the condition thereof on the commencement date of this Lease, in which event Tenant shall so restore the Premises prior to the termination of this Lease.

12.02 In the event Landlord approves any alterations in accordance with this Article 12, Tenant shall, with respect to each alteration:

- (i) Make, erect and complete the proposed alteration in compliance with all Laws which may be applicable to the erection or construction of said alteration;
- (ii) Complete said alteration prior to the expiration of the term hereof as same may be renewed, and fully pay for the same at the times and in the manner as fixed by contracts therefor; and
- (iii) Obtain any necessary certificate of occupancy related to such alterations.

By initialing below, you acknowledge and agree to the terms in Section 12.


X 
Dekalb Preparatory Academy, Inc

13. ARTICLE 13

13.1 USE OF PROPERTY

13.01 The Premises shall be used only for RETAIL USE and for no other purposes whatsoever. In no event shall the Premises or any portion thereof be used in any of the following manners, nor for any of the following purposes: (a) any illegal usage, (b) any violation of any Laws, or (c) any manner which creates or permits a nuisance or trespass.

By initialing below, you acknowledge and agree to the terms in Section 13.

X 
Dekalb Preparatory Academy, Inc

14. ARTICLE 14

14.1 INSPECTION BY LANDLORD

14.01 Tenant, at all times during the term hereof as same may be renewed, shall permit Landlord and any agents of Landlord to show the Premises, during normal working hours on business days, to parties who wish to purchase the same, and during the year next preceding the expiration of the term hereby granted, Landlord, and any agents of Landlord shall have the right during such time to show the Premises to parties wishing to lease the same.

By initialing below, you acknowledge and agree to the terms in Section 14.

X SW
Dekalb Preparatory Academy, Inc

15. ARTICLE 15

15.1 TIME OF ESSENCE

15.01 Time is of the essence of this Lease and each and every provision hereof.

By initialing below, you acknowledge and agree to the terms in Section 15.

X SW
Dekalb Preparatory Academy, Inc

16. ARTICLE 16

16.1 CONDEMNATION

16.01 In the event that the whole of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, or conveyed in lieu thereof, (hereinafter referred to as "Condemnation"), this Lease shall forthwith terminate as of the date of vesting of title.

16.02 In the event that less than all of the Premises shall be taken by Condemnation, and as a result of such taking, in excess of fifty (50%) percent of the total land area and fifty (50%) percent of the total building area of the Premises shall be taken, and the remainder of the Premises shall not thereafter be suitable for usage for the purpose specified in Article 13, then Tenant shall have the option to terminate this Lease as of the date of vesting of title of the portion so taken. Such option must be exercised within fifteen (15) days from the date of such vesting of title by written notice to Landlord, and upon receipt by Landlord of such notice, this Lease shall terminate as of the date of vesting of title. In the event that less than all of the Premises are taken by Condemnation and Tenant is not entitled to exercise, or Tenant does not exercise, the option to terminate granted in the first sentence of this Section 16.02, this Lease shall continue in full force and effect, and all rights and obligations hereunder shall not be affected in any way, and the rental shall not be abated or reduced.

16.03 In the event of Condemnation, Landlord and Tenant shall retain their respective rights to recover against the condemning authority for the taking of their respective interest in the Premises by such authority, such right to be independent of the right of the other party hereto to recover for the taking of such party's interest therein. In such event, all claims which each of the parties would otherwise have had against the other party to require performance under this Lease or to receive damages for breach of performance thereunder, had such taking by Condemnation not occurred, shall be against the condemning authority instead of against the other party hereto. Nothing contained in this Article 16 shall in any way be construed so as to eliminate or limit the right of either Landlord or Tenant to recover from any condemning authority for the taking by such condemning authority of any portion of, or for the damage done by such condemning authority to, the respective interest of Landlord and Tenant under this Lease or in and to the Premises.

By initialing below, you acknowledge and agree to the terms in Section 16.

X SW
Dekalb Preparatory Academy, Inc

17. ARTICLE 17

17.1 DEFAULT

17.01 (a) Tenant shall be in default under this Lease upon the occurrence of any one or more of the following events or occurrences (each, a "Default" or an "Event of Default"), each of which shall be deemed to be a material default:

(i) Landlord does not actually receive the Security Deposit or any payment of the full amount of the rent or additional rent or other payment or reimbursement due hereunder punctually on the due date thereof or ;

(ii) Tenant fails to fully and punctually observe or perform any of the terms or covenants of this Lease;

(iii) Tenant fails to take possession or occupancy of, or deserts or abandons the Premises or the Premises become vacant;

(iv) Any representation, statement, or warranty made by Tenant orally, in this Lease, or in any information sheet or documents furnished by Tenant or any guarantor hereof with respect to the net worth, liabilities, assets, or financial condition of Tenant or any guarantor hereof, or any other matters, shall be or prove to be untrue or misleading;

(v) Tenant shall be in default, in the payment of rent or otherwise, under another lease with Landlord; or

(vi) The filing or execution or occurrence of: (aa) a petition by or against Tenant or any guarantor hereof in bankruptcy or seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any provision of the present or any future bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, (bb) adjudication of Tenant or any guarantor hereof as a bankrupt or insolvent, or insolvency in the bankruptcy or equity sense, (cc) an assignment by Tenant or any guarantor hereof for the benefit of creditors, (dd) a petition or other proceeding by or against Tenant or any guarantor hereof for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator with respect to any portion of Tenant or any guarantor's property, (ee) any levy, execution or attachment against Tenant or any guarantor hereof, of (ff) any transfer or passage of any interest of Tenant under this Lease by operation of law.

(b) Upon the occurrence of any one or more of the aforesaid events of default, or upon the occurrence of any other default or defaults by Tenant under this Lease, Landlord may, at Landlord's option, without any demand or notice whatsoever (except as expressly required in this Article 17) pursue the remedies set forth in Section 17.02 below.

17.02 Landlord's Remedies If any Event of Default occurs, Landlord may treat the occurrence of such Event of Default as a breach of this Lease and, in addition to any and all other rights and remedies of Landlord in this Lease or by law or in equity provided, it shall be, at the option of Landlord, without further notice or demand to Tenant, Guarantor, or any other person, the right of Landlord to:

(a) declare the term ended and this Lease terminated and to enter the Premises and take possession thereof and remove all persons therefrom and Tenant shall have no further claim thereon or thereunder;

(b) bring suit for the collection of rent as it accrues pursuant to the terms of this Lease and damages without entering into possession of the Premises or canceling or terminating this Lease, it being understood that in the case of any Event of Default, Additional rent for each lease year of the unexpired term shall be deemed to be the amount of additional rent payable by Tenant during the twelve (12) calendar months immediately preceding the Event of Default (or, if any such additional rent is the subject of any abatement during such period, the amount that Tenant would have been paying absent such abatement), increased by any rent increase provided for in this Lease;

(c) with or without terminating this Lease, retake possession of the Premises from Tenant by summary proceedings, without notice or any form of legal process, or otherwise, and then seize, remove, and sell Tenant's goods, chattels, and equipment from the Premises; or

(d) terminate this Lease and recover from Tenant all damages which Landlord may incur by reason of Event of Default, including, without limitation, a sum which, at the date of termination, represents the present value (discounted at a rate of six percent [6%] per annum) of the excess, if any, of (x) the sum of the entire amount of net rent and additional rent, and all other charges and sums which would have been payable hereunder by Tenant for the remainder of the term of this Lease, over (y) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (y) above, all relevant factors shall be considered as of the time of such termination, including, without limitation (aa) the length of time remaining in the term, (bb) the then-current market conditions in the general area in which the Premises are located, (cc) the likelihood of reletting the Premises for a period of time equal to the term, (dd) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in the general area in which the Premises are located, (ee) the vacancy levels in comparable quality buildings in the general area in which the Premises are located, (ff) the anticipated duration of the period that the Premises will be unoccupied prior to reletting, (gg) the anticipated cost of reletting, and (hh) the current levels of new construction that will be completed during the remainder of the term of this Lease, and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall constitute liquidated damages to Landlord, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer by virtue of such Event of Default and that the agreed-upon liquidated damages are not punitive or a penalty and are just, fair and reasonable, all in accordance with O.C.G.A. Section 13-6-7.

(e) Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, wherever Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(f) Pursue such other remedies as are available at law or equity.

17.03 Other Infractions In the event that Tenant fails to comply with the Rules and Regulations set forth in Exhibit "B" of this Lease and fails to cure such failure within twenty-four (24) hours after written notice from Landlord, Landlord shall have the right to assess Tenant with fines of up to One Hundred Dollars (\$100.00) per occurrence, per day that such failure goes uncured without prejudice to the right to declare a default hereunder.

17.04 Default Related

(a) Landlord's pursuit of any remedy or remedies, including, without limitation, any one or more of the remedies stated in the foregoing Section 17.02, shall not (i) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (ii) serve as the basis for any claim of actual or constructive eviction, or allow Tenant to withhold any payments under this Lease.

(b) If this Lease shall terminate as a result of or while there exists a default hereunder, any funds of Tenant held by Landlord may be applied by Landlord to any damages payable by Tenant (whether provided for herein or by law) as a result of such termination or default.

(c) Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar Landlord from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted.

(d) It is acknowledged by the parties hereto that the late payment by Tenant to Landlord of rent or any other sums due hereunder shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing, clerical and accounting charges, lost interest, and late charges which may be imposed on Landlord by the terms of any mortgage or security deed encumbering the Premises. Therefore, in the event Landlord does not actually receive any installment of net rent, additional rent or any other sum due under this Lease by 5:00 p.m. on the fourth (4th) day after the due date thereof, Tenant shall pay to Landlord as additional rent a late charge equal to ten (10%) percent of each such installment of rent or other sum, or Twenty-Five (\$25.00) Dollars, whichever is greater. In addition, any installment of net rent, additional rent, or any other sum due from Tenant to Landlord hereunder shall bear interest from the due date thereof at the interest rate set forth in Section 3.03 above. In addition, Tenant shall pay to Landlord Seventy-Five (\$75.00) Dollars for each check presented to Landlord in payment of Tenant's rent or other obligations hereunder which is not paid by the bank upon which such check is drawn. In the event that any amounts owing under the Lease by Tenant are collected by or with assistance from or consultation with an attorney-at-law, Landlord shall be entitled to collect attorneys' fees in accordance with Section 3.04 above.

By initialing below, you acknowledge and agree to the terms in Section 17.

X SW
Dekalb Preparatory Academy, Inc

18. ARTICLE 18

18.1 USUFRUCT

18.01 This Lease shall create a usufruct, and not an estate for years.

By initialing below, you acknowledge and agree to the terms in Section 18.

X SW
Dekalb Preparatory Academy, Inc

19. ARTICLE 19

19.1 SURRENDER

19.01 Tenant shall, on the last day of the term hereof, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises pursuant to the provisions of this Lease, surrender and deliver into the possession and use of Landlord, without delay, the Premises, including, but not limited to, sidewalks, parking areas, grounds and streets and all building equipment, pipes, plumbing, electric wires, and heating ventilating and air conditioning systems in good repair, order and condition, except only ordinary wear and tear, broom clean and free of Tenant's property, and free and clear of all liens and encumbrances other than those, if any, created by Landlord.

By initialing below, you acknowledge and agree to the terms in Section 19.

X SW
Dekalb Preparatory Academy, Inc

20. ARTICLE 20

20.1 SUPPLY OF SERVICES

20.01 Landlord shall only furnish water, natural gas, and electricity to the Premises, any other utilities shall be furnished by Tenant. Tenant shall pay when due all costs, charges and deposits related to any utilities attributable to any utilities not furnished by Landlord to the Premises; provided, however, that Landlord shall be entitled, but not required, to pay any costs or charges for or related to any of same whereupon such costs or charges shall be payable by Tenant to Landlord upon demand, and shall constitute additional rent hereunder. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, maintenance and management of the Premises and agrees that Landlord shall not be responsible for the interruption or unavailability of any utilities through no fault of Landlord and Tenant accepts the Premises in its "as is" present condition.

By initialing below, you acknowledge and agree to the terms in Section 20.

X SW
Dekalb Preparatory Academy, Inc

21. ARTICLE 21

21.1 ADJUSTMENTS ON TERMINATION

21.01 Notwithstanding any of the provisions contained in this Lease, should there be any payments required to be made by Tenant during the term of this Lease such as net rent or additional rent which would apply to a period beyond the termination date of this Lease, Tenant shall be obligated only to pay the pro rata share thereof applicable during the term of this Lease

By initialing below, you acknowledge and agree to the terms in Section 21.

X SW
Dekalb Preparatory Academy, Inc

22. ARTICLE 22

22.1 DEFECTS

22.01 Landlord shall not be responsible for any latent or patent defect in or to the Premises, and the rent hereunder shall in no case be withheld, offset or diminished on account of any such defect, nor for any damage occurring to the Premises or related to any such defect, nor because of the existence of any violations of any Laws.

By initialing below, you acknowledge and agree to the terms in Section 22.

X SW
Dekalb Preparatory Academy, Inc

23. ARTICLE 23

23.1 NET LEASE

23.01 Compliance with the Americans with Disabilities Act. Notwithstanding any other provision of this Lease to be contrary, Tenant shall comply with The Americans with Disabilities Act, and all regulations and orders promulgated pursuant thereto, as well as any related state, county and local laws, regulations and building codes (collectively the "ADA"). Tenant shall make all alterations to the Premises required by the ADA and shall use and occupy the Premises at all times in compliance therewith. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, losses or causes of action arising out of Tenant's failure to comply with the ADA as required above. Any alterations made by Tenant during the term of this Lease shall be in compliance with the ADA and all other requirements of this Lease. At Landlord's sole option, Landlord may (but shall not be obligated to) make any alterations to the Premises deemed necessary by Landlord to comply with the ADA and Tenant shall reimburse Landlord for such costs, upon demand, as additional rent. No approval by Landlord of alterations made by Tenant shall constitute a warranty by Landlord that such alterations comply with the ADA. In addition, Landlord does not warrant that the Premises, the Center, the parking lot, common areas or improvements provided by Landlord during the term of this Lease comply with the ADA. To the extent that Landlord is required to place and keep the Center, parking lot or common areas in compliance with the ADA, then Landlord shall be entitled to include its expenses of compliance as additional rent.

By initialing below, you acknowledge and agree to the terms in Section 23.

X SW
Dekalb Preparatory Academy, Inc

24. ARTICLE 24

24.1 MODIFICATION

24.01 None of the covenants, terms, agreements and conditions of this Lease shall in any manner be altered, waived, changed or abandoned, nor shall the term hereof or any part thereof be surrendered except by a written instrument, duly executed and delivered by both parties hereto. None of Landlord's agents, managers, or leasing representatives has the power or authority to amend, modify, terminate or accept the surrender of this Lease, and such power and authority is vested solely in Landlord acting in writing through its duly authorized corporate officers. This Lease contains the entire agreement between the parties.

By initialing below, you acknowledge and agree to the terms in Section 24.

X SW
Dekalb Preparatory Academy, Inc

25. ARTICLE 25

25.1 NOTICES

25.01 Any notices required or permitted to be given under this Lease, either by Landlord to Tenant, or by Tenant to Landlord, shall be in writing, and either hand delivered or enclosed in an envelope with the proper postage prepaid thereon and sent certified or registered United States mail addressed to the respective party as set forth herein or to such other address as either party shall hereafter furnish to the other by hand delivery or certified or registered mail for that purpose, and the same shall be given and shall be deemed to have been served and given upon the date of receipt thereof. In addition, notices hereunder may be delivered or furnished by electronic communications to the electronic mail addresses last provided by the parties; provided that all such notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next business day for the recipient.

By initialing below, you acknowledge and agree to the terms in Section 25.

X SW
Dekalb Preparatory Academy, Inc

26. ARTICLE 26

26.1 INVALIDITY OF PARTICULAR PROVISIONS

26.01 In the event that any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

By initialing below, you acknowledge and agree to the terms in Section 26.

X SW
Dekalb Preparatory Academy, Inc

27. ARTICLE 27

27.1 NO WAIVER

27.01 No failure by Landlord to insist upon the strict performance of any covenant or agreement of this Lease or the satisfaction of any condition, or to exercise any right or remedy related to a default under this Lease, and no acceptance of full or partial rent during the continuance of any such default, shall constitute a waiver of any such default or of such covenant, agreement, term or condition. No waiver of any default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default thereunder. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be specifically expressed in writing by an authorized corporate officer of

Landlord. No payment by Tenant or receipt by Landlord of an amount less than the rent or other sum stipulated shall be deemed a waiver by Landlord of Landlord's right to receive the entire amount provided in this Lease. No partial payment or endorsement on any check or any letter accompanying any such payment for rent shall be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any rents due under the terms of this Lease. After service of any notice of termination or other notice, or commencement of any suit or dispossession or distress proceeding, Landlord may receive and collect any rent due and such collection or receipt shall not operate as a (a) reinstatement, continuance, renewal or extension of the term of this Lease, or (b) waiver affecting such notice, suit or proceeding.

By initialing below, you acknowledge and agree to the terms in Section 27.

X SW
Dekalb Preparatory Academy, Inc

28. ARTICLE 28

28.1 NO BROKER

28.01 Tenant warrants and represents to Landlord that neither Tenant nor any other party has employed a real estate broker or agent in connection with the subject lease agreement or the leasing of the Premises, and Tenant hereby covenants and agrees to indemnify Landlord from and against any and all losses, liabilities, costs, claims, demands, damages, actions, causes of action and suits, including attorneys' fees, arising out of or in any manner related to any alleged employment or claim of compensation by any real estate broker or agent with respect to the subject lease agreement or the leasing of the Premises.

By initialing below, you acknowledge and agree to the terms in Section 28.

X SW
Dekalb Preparatory Academy, Inc

29. ARTICLE 29

29.1 INFLATION CLAUSE

29.01 Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that the annual rent payable hereunder unless otherwise provided herein, shall escalate on an annual basis at the greater of: (i) four (4) percent per annum increase; or (ii) an increase based on, such sum as would represent the difference, if any, between the increase in the Consumer Price Index (CPI) for the Atlanta area (as determined by the U.S. Department of Labor, Bureau of Labor Statistics) at the end of the annual period. Such increase shall be paid as additional rent, the amount calculated as the increase for the annual rent, which annual rental shall be payable in equal monthly installments together with all other amounts due under the Lease.

11/11/2020 \$1,919.00 SW

By initialing below, you acknowledge and agree to the terms in Section 29.

X SW
Dekalb Preparatory Academy, Inc

30. ARTICLE 30

30.1 MISCELLANEOUS

30.01 The Article headings herein contained are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Lease nor in any way affect the terms and provisions hereof.

30.02 This Lease shall be binding upon and shall inure to the benefit of, the parties hereto, their successors and assigns, except as limited by Section 6.02 of this Lease; provided however, that no assignment or subletting by, through or under Tenant in violation of Article 11 of this Lease shall vest in such assignee or subtenant any right, title or interest whatsoever. Upon any sale or conveyance of the Premises, Landlord shall be, and hereby is, entirely free and relieved of all covenants and obligations of Landlord hereunder arising or occurring on or after such sale or conveyance.

30.03 Neither this Lease nor any memorandum thereof shall be recorded in any public record without Landlord's prior written consent.

30.04 Certain exhibits, special stipulations and riders to this Lease are attached hereto and constitute a part of this Lease, initialed on behalf of Lessor and Lessee, and are summarized as follows:

- (a) Center Rules and Regulations, Exhibit "B";
- (b) Lessor Improvements, Exhibit "C";
- (c) Sign Criteria, Exhibit "D";
- (d) Guaranty of Payment and Performance of Lease, Exhibit "E";
- (e) Lessee Improvements, Exhibit "F";

If there is any conflict between this Lease and the exhibit and special stipulations identified in this paragraph, then the exhibits and special stipulations shall control.

By initialing below, you acknowledge and agree to the terms in Section 30.

X 
Dekalb Preparatory Academy, Inc

31. EXHIBIT "B"

31.1 RULES AND REGULATIONS

Lessee agrees as follows:

1. All loading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Lessor.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the leased Premises shall be subject to such rules and regulations as in the judgment of the Lessor are necessary for the proper operation of the leased Premises.
3. Lessee shall not use the public or common areas for storage, business purposes or special events unless prior written approval has been granted by the Lessor.
4. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be deposited therein.

5. Lessee shall use, at Lessee's cost, a pest extermination contractor at such intervals as Lessor may require, but no less often than once annually.
6. Prior to installation, the Lessor must approve in writing all signs of any type which are to be installed or displayed in the Common Areas, or in the city or county right of way adjoining the Lessor's property. Unauthorized signs will be removed by Lessor without notice.
7. Soliciting for any reason in the Common Areas requires prior written approval from the Lessor.
8. Distribution of sales flyers, pamphlets, or any type of advertising literature in the Common Areas, on parked cars, etc. is only permitted with the prior written approval of the Lessor and distribution of same by anyone other than the tenants in the center is not permitted.
9. Lessee agrees to participate in trash pick-ups as directed by Lessor.
10. Unless directly related to business, as stated in the body of this Lease, no animals will be allowed on Common Areas.
11. During the six (6) months prior to the expiration of this Lease or any renewal term, Lessor may place upon the demised Premises "For Lease" signs, size to be 37' x 41', or other such signs in the storefront window, which Lessee shall permit to remain thereon.
12. Any damage caused to the roof of the Center by repair/service personnel contracted by Lessee will be the responsibility of the Lessee. Lessee should caution all repair/service personnel to avoid stepping on blisters, leaving foreign objects on roof, etc. All objects left on roof by Lessee contracted repair/service personnel causing damage to the roof will be the sole responsibility of Lessee. All roof penetrations must be approved by Lessor, and the contractor must be selected from Lessor's approved list.
13. Lessee shall not, without the prior written consent of Lessor, affix or install any type of such screen, tinting, film, solar screen or similar product to any window or door glass of the demised Premises.
14. Lessee shall keep the leased Premises free from nuisances, noises or odors objectionable to the public, to Lessee's or to the Lessor.
15. Lessor reserves the right from time to time to suspend, amend or supplement the foregoing rules and regulations, adopt and promulgate additional rules and regulations applicable to the leased Premises. Notice of such rules and regulations and amendments and supplements thereto, if any shall be given to the Lessee.
16. Lessee agrees to comply with all rules and regulations upon notice to Lessee from Lessor, provided that such rules and regulations shall be reasonable and shall apply uniformly to all tenants of the property.
17. Lessee shall be responsible for payment of any and all fines levied for false alarms of the Security System caused by Lessee.

By signing below, you acknowledge and agree to the terms in Section 31.

X 
Lessee Dekalb Preparatory Academy, Inc

32. EXHIBIT "D"

32.1 SIGN CRITERIA

1. All signage expenses are the sole responsibility of Lessee
2. Lessee shall have the option to place signage on area approved by Lessor. Lessee must use a Sign Company approved by Lessor.
3. All of the Lessee's signage shall be approved by the Lessor prior to the installation of such signage, whether it be letters and/or logos on the glass windows, or any type of signage whatsoever.

By signing below, you acknowledge and agree to the terms in Section 32.

X 
Lessee Dekalb Preparatory Academy, Inc

33. EXHIBIT "F"

33.1 LESSEE IMPROVEMENTS

1. Lessee accepts Premises in their present "As Is" condition except for those improvements outlined in Exhibit "B".
2. All other improvements and expenses relating to its build out are the sole responsibility of the Lessee.
3. All plans must be submitted to Lessor for prior approval. Lessee shall be fully responsible for compliance with existing building codes and laws.

By signing below, you acknowledge and agree to the terms in Section 33.

X 
Lessee Dekalb Preparatory Academy, Inc

34. WITNESSETH

34.1 WITNESSETH

Landlord, for and in consideration of the rents, covenants, and agreements hereinafter reserved, mentioned and contained on the part of Tenant, to be paid and performed, has leased, rented, let and demised and by these presents does hereby lease, rent, let and demise unto Tenant, and Tenant does hereby take, and hire, subject to the conditions hereafter expressed, the premises, buildings and improvements located at 4319 Covington Hwy, LLC Suite 300 ,
4319 Covington Hwy
Decatur, GA 30035

NET LEASE AGREEMENT

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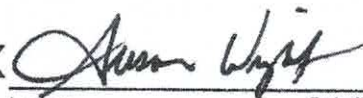
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Billionaires Funding Group

5875 Jimmy Carter Blvd • Suite 109 • Norcross, GA 30071
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Lease_Table_of_Contents.pdf

X 

Lessee

Dekalb Preparatory Academy, Inc

Billionaires Funding Group

5675 Jimmy Carter Blvd • Suite 109 • Norcross, GA 30071
*

36. Sign and Accept

36.1 SIGNATURES TO NET LEASE AGREEMENT

IN WITNESS WHEREOF, Landlord and Tenant have signed, sealed and executed this Lease on the day and year first above written.

X 

Lessee Dekalb Preparatory Academy, Inc

X 

Lessor

, more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Premises"). The Premises are leased subject to the following:

(a) All zoning ordinances, laws, ordinances, orders, codes, regulations, rules or requirements of any kind or nature whatsoever, of any federal, state, city, county or other governmental, public, quasi-public authority, body, board, or agency, or any department or bureau thereof, now existing or hereafter created, as same affect the Premises, whether or not same relate to, require or involve any ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, changes or requirements to, in or about the Premises, including, without limitation, any buildings thereon, and all sidewalks, driveways, parking areas, parking lots and grounds or streets in front of or appurtenant to same (hereinafter collectively referred to as "Laws");

(b) All covenants, restrictions, reservations, liens, encumbrances, agreements or easements, of record or otherwise, pursuant to which Landlord acquires or acquired title to the Premises, and the Premises are leased subject to the existing state of title of the Premises, which Tenant has examined and found satisfactory for all purposes;

(c) The liens of real estate taxes, assessments, water rates, water meter charges, sewer taxes, rents or charges, accrued or unaccrued, fixed or not fixed; and

(d) Any state of facts which an accurate survey may disclose.

TO HAVE AND TO HOLD, subject to those matters described above, the Premises for the term demised hereunder, unless sooner terminated as provided hereinafter.

By signing below, you acknowledge and agree to the terms in Section 34.

X 

Lessee Dekalb Preparatory Academy, Inc