

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, 2026 (the "Effective Date"), by and between **VSI DECATUR, LLC**, a Georgia limited liability company ("Owner") and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and on behalf of the **DEKALB COUNTY FIRE RESCUE DEPARTMENT**, ("County"). The Owner and the County are each a "Party," and collectively, the "Parties."

## RECITALS

**WHEREAS**, the Owner is the fee simple owner of certain real property located at 1816 Candler Road and 3211 Glenwood Road, Decatur, Georgia 30032, as more particularly described in **Exhibit "A"** attached hereto and incorporated by reference herein (the "Property");

**WHEREAS**, the County desires to conduct certain fire department trainings, including, forcible entry, ventilation, search and rescue, and fire suppression tactics, (the "Training") on the Property;

**WHEREAS**, as a material inducement for the Owner to permit the County's use of the Property and conduct such Training, the Department hereby agrees to indemnify, defend and hold the Owner harmless from any claims, losses or damages arising from the Training, and fully waive and release the Owner from any and all claims, including, but not limited to premises liability, arising from the performance of this Agreement to the fullest extent permitted by applicable laws, and in accordance with the below terms and conditions.

## AGREEMENT

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein, the sum of Ten and No/100ths Dollars (\$10.00) in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, and County, intending to be legally bound, hereby agree as follows:

1. Incorporation of Recitals; Definitions. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. License. The Owner hereby provides a temporary, revocable license for the Department and its employees, trainees, and agents, to access and use a portion of the Property further described in **Exhibit "B"** attached hereto and incorporated by reference herein (the "Training Grounds") for the sole purpose of Training, and said license shall be effective from March 20, 2026, to March 31, 2026 during normal business hours, unless terminated or revoked earlier and at all times, such license shall remain subject to the foregoing terms and conditions. The County shall access and use the Training Grounds at its own risk and represents and warrants that the Training shall be conducted in accordance with applicable laws with licensed and experienced professionals present at all times. The County shall take the necessary precautions to ensure that the Training is conducted in a safe manner and shall further take

reasonable steps to identify and avoid utilities within the Training Grounds prior to commencing its Training. In addition, the County shall take sufficient action to secure the Training Grounds and limit access from the general public to the Property during both the Training and prior to leaving the Training Grounds at the end of Training each day. With the exception of the Owner's improvements expressly identified in the Training Grounds, the Department covenants not to damage or destroy any personal or real property belonging to either Owner or any third-parties, including, without limitation, public and private utility providers, and if any such damage or destruction occurs, the Department shall promptly restore said property to its previous condition at no cost to Owner.

3. Indemnification. To the fullest extent permitted by applicable laws, the County agrees to indemnify, defend and hold the Owner, its parent companies, subsidiaries, affiliates, and their respective officers, members, employees, tenants, contractors, subcontractors, and other agents ("Owner Parties") harmless from any and all costs, expenses, penalties, judgments, or other damages ("Costs") resulting from the Training or any other related causes of action to the Training or for any other claims related to the Departments performance of this Agreement or presence on the Property. In the event that Owner and/or any of Owner Parties shall suffer or incur any such Costs, to the fullest extent permitted by applicable laws the County shall pay to either Owner or Owner Parties or both the total amount of all such Costs suffered or incurred within ten (10) days of demand by Owner. This obligation shall survive the earlier of the termination or expiration of this Agreement.

4. Waiver. To the fullest extent permitted by applicable laws, the County does hereby waive, relinquish and release any and all rights and/or claims which Department and/or its officers, employees, trainees, contractors and other agents may now or hereafter have against Owner and/or any of Owner Parties resulting from the Training or any other related causes of action to the Training which alleges wrongdoing on the part of the Owner or any of the Owner Parties at any time while on the Property, including, without limitation, claims, losses or damages relating to the Training, claims of destruction or damage to property belonging to the Owner Parties or any other third-parties, or claims of for any loss under the theory of premises liability against the Owner Parties. Prior to commencing any Training, the County shall procure executed written agreements from each participant which will operate to fully waive and release any claims from said participants against the Owner and/or the Owner Parties, including, without limitation, personal injury and premises liability claims. This obligation shall survive the earlier of the termination or expiration of this Agreement.

5. Insurance. Prior to accessing the Property and commencing any Training, the County shall obtain and furnish evidence to the Owner of commercial general liability insurance from a reputable carrier which shall name the Owner as an additional insured, with coverage of at least \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate which shall be effective for a period of one (1) year from the Effective Date

6. Term. County's access rights shall be for the period expressly provided for in Section 2, and the County's obligations, indemnities and waiver provided for under this Agreement shall begin on the Effective Date and shall continue for the periods expressly provided for herein.

7. Termination. Either Party may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the other Party, elect to terminate this Agreement by delivering to the other Party, at the address listed below, a written notice of termination specifying the effective date of termination; provided, however, the obligations in Sections 3, 4, and 5 shall continue for the period expressly provided for therein. Such notice shall be delivered to the other Party at least thirty (30) days prior to the effective date of termination.

Notices:

VSI Decatur, LLC  
120 West Trinity Place, Suite 400  
Decatur, GA 300030  
Attn: Michael Kuniansky

DeKalb County Fire Rescue Department  
Attn: Fire Chief  
1950 West Exchange Place  
Tucker, GA 30084

8. Miscellaneous.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Under no circumstances whatsoever shall this Agreement be construed as creating either a partnership or an employment relationship between the parties to this Agreement. Each agreement in this Agreement is solely for the benefit of the parties and their successors and permitted assigns and is not intended for the benefit of or to be enforced by any third party.

(b) Each Party represents and warrants to the other that the respective undersigned individuals are duly authorized to enter into this Agreement and that the obligations of this Agreement are fully binding and enforceable against the Parties. This Agreement contains the entire agreement of the parties hereto with respect to the matters set forth herein, and no amendment, modification or waiver of any of the provisions hereof shall be valid, unless in writing and signed by the party against whom such amendment or modification is sought to be enforced (or in the case of a waiver by the party waiving one or more of its rights hereunder).

(c) This Agreement shall be governed by, and construed in accordance with the laws of the State of Georgia. The parties acknowledge and agree that venue for any legal action arising out of or related to this Agreement shall be in the state courts having jurisdiction over DeKalb County, Georgia, and each party agrees to submit to the personal jurisdiction of said courts and hereby waives any claim or defense that such court constitutes an inconvenient forum.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but collectively all of such counterparts shall constitute one

and the same agreement. For purposes of executing this Agreement, any signed counterpart of this document transmitted by facsimile machine or electronic mail shall be considered an original signature. Any such electronic counterpart shall have the same binding legal effect as an original counterpart. At the request of any party, an electronic counterpart shall be re-executed by the applicable parties in an original form, it being agreed that the failure of any party to so re-execute an electronic counterpart shall not affect the binding legal effect of such electronic counterpart.

(e) The singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. Whenever the word “including” is used in this Agreement it shall be deemed to mean “including, but not limited to,” or “including, without limitation.” Each party, together with their respective legal counsel, has contributed substantially to the preparation of this Agreement, and, as such, this Agreement shall not be interpreted more favorably against one party than the other solely upon the basis of which party actually drafted this Agreement. Headings are for convenience only and shall not be used for interpretation of the language in this Agreement.

(f) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable. In the event of a conflict between this Agreement and the Purchase Agreement, this Agreement shall control.

(g) For the purposes of this Agreement, notice shall be delivered and deemed delivered in the same manner specified by the Purchase Agreement.

(h) If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, proceeding, trial, or appeal, shall be entitled to its reasonable attorney’s fees to be paid by the losing party as fixed by the court.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

**VSI DECATUR, LLC**

**DEKALB COUNTY, GEORGIA**

Signed by:  
By: Evan Conder (SEAL)  
Signature

Evan Conder  
Name (Typed or Printed)  
Manager  
Title

\_\_\_\_\_  
(dir). SEAL  
Lorraine Cochran-Johnson  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

**ATTEST:**

Signed by:  
Michael Kuniansky  
Signature

Michael Kuniansky  
Name (Typed or Printed)  
VP  
Title

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Department Head

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

**EXHIBIT "A"****The Legal Description of the Property**

ALL THAT TRACT or parcel of land lying and being in Land Lot 170 of the 15<sup>th</sup> District, Dekalb County, Georgia, and being more particularly described as follows:

BEGINNING at point at the westerly right-of-way intersection of Glenwood Road (r/w varies) and Glenhill Place (60' r/w); thence following the right-of-way line of Glenhill Place S02°16'24"W a distance of 114.79 feet to a ¾" open top pipe found; thence continuing along said right-of-way line and running S01°41'42"W a distance of 44.48 feet to a point, thence following a curve to the left, said curve having an arc of 243.15 feet with a radius of 265.00 feet, and being subtended by a chord of S24°10'29"E a distance of 234.71 feet to a point; running thence S50°20'16"E a distance of 218.80 feet to a point; thence following a curve to the right, said curve having an arc of 107.85 feet with a radius of 287.67 feet, and being subtended by a chord of S40°17'11"E a distance of 107.22 feet to a 5/8" rebar found; thence leaving said right-of-way line and running S85°12'31"W a distance of 186.55 feet to a capped rebar set; running thence S85°07'30"W a distance of 94.63 feet to a capped rebar set at the corner of a Fiber Optic Hub site; running thence N25°48'16"W a distance of 49.26 feet to a point; running thence S85°59'43"W a distance of 47.25 feet to a point; running thence S25°48'16"E a distance of 50.04 feet to a point; thence leaving the Fiber Optic Hub site and running S85°07'30"W a distance of 42.49 feet to a ½" rebar found; running thence N39°10'42"W a distance of 183.60 feet to a ½" rebar found; running thence N40°18'24"W a distance of 111.02 feet to a capped rebar set; running thence S81°40'37"W a distance of 193.73 feet to a capped rebar; running thence N85°31'24"W a distance of 50.90 feet to a capped rebar set on the easterly right-of-way line of Candler Road (100' r/w) thence following said right-of-way line and running N25°30'20"W a distance of 66.74 feet to a capped rebar set; running thence N24°33'13"W a distance of 136.90 feet to a point running thence N27°18'07"W a distance of 50.63 feet to a point; running thence N27°14'37"W a distance of 104.85 feet to a point; running thence N37°16'30"E a distance of 28.54 feet to a capped rebar set; running thence N37°16'30"E a distance of 104.89 feet to a right-of-way monument on the south right-of-way line of Glenwood Road; thence flowing said right-of-way line and running S87°49'00"E a distance of 58.23 feet to a point; running thence S88°55'12"E a distance of 90.98 feet to a right-of-way monument; running thence S08°58'23"E a distance of 15.61 feet to a point; running thence N81°23'54"E a distance of 70.87 feet to a point; running thence S87°03'29"E a distance of 26.67 feet to a point; running thence N09°54'26"W a distance of 16.22 feet to a point; running thence S86°30'27"E a distance of 13.66 feet to a point; running thence S87°47'40"E a distance of 143.00 feet to a point; running thence S87°47'41"E a distance of 145.70 feet to the POINT OF BEGINNING

Said tract or parcel of land contains 7.256 Acres.

**EXHIBIT "B"**

The Training Grounds

Attached hereto.

