

## LEASE TERMINATION AGREEMENT

**THIS LEASE TERMINATION AGREEMENT** (this “**Agreement**”) is made as of the 21<sup>st</sup> day of March, 2021 (the “**Effective Date**”), by and between **DEVELOPMENT AUTHORITY OF DEKALB COUNTY**, a public body corporate and politic of the State of Georgia (“**Authority**”), and **YOUNG MEN’S CHRISTIAN ASSOCIATION OF METROPOLITAN ATLANTA, INC.**, a nonprofit corporation organized and existing under the laws of the State of Georgia (“**YMCA**”).

### W I T N E S S E T H :

**WHEREAS**, by Lease dated April 26, 2011, between Authority and YMCA (as the same may have been modified, amended, renewed or extended from time to time, the “**Lease**”), YMCA leased the Bransby Center from Authority for the Term, which Bransby Center is more particularly described in Exhibit A attached hereto and by reference made a part hereof (the “**Premises**”); and

**WHEREAS**, Authority and YMCA have agreed to terminate the Lease prior to the expiration of the Term; and

**WHEREAS**, the parties desire to enter into this Agreement to evidence such termination and certain other terms and agreements;

**NOW, THEREFORE**, in consideration of their respective covenants and agreements as hereinafter set forth, the parties hereto do mutually covenant and agree to and with each other as follows:

1. **Capitalized Terms**. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. **Termination of Lease**. Authority and YMCA hereby agree to terminate the Lease effective as of the Effective Date (the “**Termination Date**”). The Lease and all rights of YMCA under the Lease, including, but not limited to, YMCA’s right to occupy the Premises, will terminate on the Termination Date. Upon the Termination Date, neither party shall have any further obligations under the Lease, except for those which expressly survive expiration or termination of the Lease and except as expressly provided in this Agreement. Without limiting the foregoing, Authority acknowledges and agrees that, as of the Termination Date, YMCA shall be released from any and all further obligations to pay any rent, additional rent, expenses and any other charges due and payable under the Lease.

3. **Surrender of Premises**. YMCA shall vacate and surrender possession of the Premises to Authority on the Termination Date in its current “as-is” condition. YMCA shall remove all trade fixtures, furniture, furnishings, equipment and other personal property of the YMCA from the Premises by the Termination Date. All trade fixtures, furniture, furnishings, equipment and other personal property not removed by the YMCA from the Premises by the Termination Date shall become the property of the Authority, subject to the Contract.

4. **Right of First Refusal.** The Right of First Refusal contained in Article XVIII of the Lease is hereby cancelled and is of no further force or effect.

5. **Survival.** Each party hereby covenants and agrees to comply with all of its obligations and responsibilities under the Lease through the Termination Date.

6. **Releases.** Effective on the Termination Date, YMCA fully and forever releases, remises, acquits and discharges Authority and its officers, directors, agents, shareholders and employees of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, charges, judgments, executions, losses and liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, which YMCA may have had, now have or can, shall or may have for or by reason of any matter, cause or thing whatsoever arising out of or in any way connected with the Lease as of the Termination Date, but not otherwise. Effective on the Termination Date and provided YMCA has vacated and surrendered the Premises, Authority fully and forever releases, remises, acquits and discharges YMCA and its officers, directors, agents, shareholders and employees of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, charges, judgments, executions, losses and liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, which Authority may have had, now have or can, shall or may have for or by reason of any matter, cause or thing whatsoever arising out of or in any way connected with the Lease as of the Termination Date, but not otherwise.

7. **Counterparts; PDF Delivery.** This Agreement may be executed by the parties hereto in separate counterparts, including by “portable document format” (“pdf”) or electronic signatures, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by pdf shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be given full legal effect in accordance with applicable laws.

8. **Entire Agreement.** This Agreement supersedes any and all prior discussions and agreements, either oral or written, by and between Authority and YMCA with respect to termination of the Lease, and this Agreement contains the sole and entire agreement between Authority and YMCA with respect to termination of the Lease. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal representatives, successors and assigns.

9. **Confidentiality.** Each party agrees and to cause its agents, representatives, and employees to agree to keep the terms and conditions of this Agreement confidential and not to disclose the terms or existence hereof to any party other than as may be required by applicable laws or court order.

10. **Representations.** Each party represents to the other that it has full power and authority to execute this Agreement. Each party represents to the other that it has not made any

assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest in the Lease or the Premises, and has no knowledge of any existing or threatened claim, demand, obligation, liability, action or cause of action arising from or in any manner connected with the Lease or the Premises by any other party.

11. **Applicable Law**. This Agreement shall be governed by and construed under the laws of the State of Georgia.

12. **Time of Essence**. Time is of the essence of this Agreement and the provisions contained herein.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have hereunto executed, signed, and delivered this agreement in triplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

**AUTHORITY:**

**DEVELOPMENT AUTHORITY OF DEKALB  
COUNTY**

By:  \_\_\_\_\_

Name: Don Bolia

Title: Chair

Attest:  \_\_\_\_\_

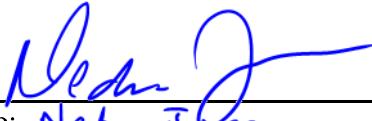
Name: Ansly Moyer

Title: Assistant Secretary

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**YMCA:**

**YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF METROPOLITAN ATLANTA, INC.**

By:   
Name: Nedra Jones  
Title: CEO

**EXHIBIT A**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 190 OF THE 16TH DISTRICT, OF DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A ½” REBAR SET AT THE INTERSECTION OF THE LAND LOT LINE COMMON TO LAND LOTS 191 AND 190 OF THE 16TH DISTRICT AND THE WESTERLY RIGHT-OF-WAY LINE OF ROCK CHAPEL ROAD; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF ROCK CHAPEL ROAD (100-FOOT RIGHT-OF-WAY) SOUTH 06 DEGREES 54 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 132.27 FEET TO A ½” REBAR SET AT AN ANGLE POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 567.58 FEET TO A ½” REBAR SET AT AN ANGLE POINT; THENCE NORTH 89 DEGREES 37 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 49.21 FEET TO A ½” REBAR SET AT AN ANGLE POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 36.09 FEET TO A ½” REBAR SET AT AN ANGLE POINT; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 49.21 FEET TO A ½” REBAR SET AT AN ANGLE POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 401.16 FEET TO THE NORTHEASTERLY CORNER OF AN APPARENT GAP SEPARATING SUBJECT PROPERTY FROM PROPERTY OWNED BY NOW OR FORMERLY ROSE MARIE OPOKU AS RECORDED IN DEED BOOK 15622, PAGE 787, DEKALB COUNTY, GEORGIA RECORDS; THENCE NORTH 87 DEGREES 05 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 1454.39 FEET ALONG THE NORTHERLY LINE OF SAID GAP TO AN OPEN TOP PIPE FOUND ON THE NORTHWESTERLY CORNER OF SAID PROPERTY OWNED BY NOW OR FORMERLY ROSE MARIE OPOKU; THENCE SOUTH 01 DEGREE 42 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 100.05 FEET ALONG THE WESTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY ROSE MARIE OPOKU TO AN OPEN TOP PIPE FOUND ON THE NORTHWESTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY WILLIAM WHITE, JR. AND BEVERLY WHITE AS RECORDED IN DEED BOOK 9317, PAGE 525, SAID RECORDS; THENCE SOUTH 03 DEGREES 08 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 726.00 FEET ALONG THE WESTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY WILLIAM WHITE, JR. AND BEVERLY WHITE, AND THE WESTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY KATHY M. PORT AS RECORDED IN DEED BOOK 9458, PAGE 312, SAID RECORDS, TO A ½” REBAR SET ON THE NORTHEASTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY A. PODBER ETAL, AS RECORDED IN DEED BOOK 2197, PAGE 379, SAID RECORDS; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 436.00 FEET ALONG THE NORTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY A. PODBER ETAL TO A ½” REBAR SET ON THE NORTHWESTERLY CORNER OF SAID PROPERTY AND THE LAND LOT LINE SEPARATING LAND LOTS 163 AND 190; THENCE NORTH 00 DEGREES 04 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 1349.00 FEET ALONG THE EASTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY BOND SORROW SHEPPARD RACHAEL AS RECORDED IN DEED BOOK 317, PAGE 269, SAID RECORDS, AND THE

EASTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY TIMOTHY A. YOUNG AS RECORDED IN DEED BOOK 8449, PAGE 226, SAID RECORDS, AND ALONG SAID LAND LOT LINE TO A ROD FOUND AT AN ANGLE POINT ON THE EASTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY TIMOTHY A. YOUNG; THENCE NORTH 45 DEGREES 28 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 760.58 FEET ALONG THE SOUTHEASTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY TIMOTHY A. YOUNG TO A ROD FOUND ON THE SOUTHWESTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY OPUKU COMFORT AS RECORDED IN DEED BOOK 13313, PAGE 374, SAID RECORDS, AND THE LAND LOT LINE SEPARATING LAND LOTS 191 AND 190; THENCE FOLLOWING THE LAND LOT LINE SEPARATING LAND LOTS 191 AND 190 AND RUNNING NORTH 89 DEGREES 34 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 369.25 FEET ALONG THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY OPOKU COMFORT, AND THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY MICHAEL A. AND SHIRLY L. BISHOP AS RECORDED IN DEED BOOK 5586, PAGE 613, SAID RECORDS, TO A ROD FOUND ON THE SOUTHWESTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY EARNEST D. HOWELL AS RECORDED IN DEED BOOK 12631, PAGE 567, SAID RECORDS; THENCE NORTH 88 DEGREES 49 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 296.09 FEET ALONG THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY EARNEST D. HOWELL, THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY IRA NEWTON SCOTT AS RECORDED IN DEED BOOK 5044, PAGE 301, SAID RECORDS, AND THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY BETTY SPAIN BENTLEY AS RECORDED IN DEED BOOK 19106, PAGE 321, SAID RECORDS, TO A ROD FOUND ON THE SOUTHWESTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY CORNERSTONE CAPITAL AS RECORDED IN DEED BOOK 16684, PAGE 634, SAID RECORDS; THENCE NORTH 89 DEGREES 48 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 414.69 FEET ALONG THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY CORNERSTONE CAPITAL AS RECORDED IN DEED BOOK 16684, PAGE 634, SAID RECORDS, TO A ½" REBAR SET ON AN ANGLE POINT; THENCE NORTH 89 DEGREES 36 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 215.85 FEET CONTINUING ALONG THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY CORNERSTONE CAPITAL TO A ½" REBAR SET ON THE INTERSECTION OF SAID LAND LOT LINE AND THE WESTERLY RIGHT-OF-WAY OF ROCK CHAPEL ROAD AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 2,203,013 SQUARE FEET (50.574 ACRES) MORE OR LESS AS SHOWN ON THAT CERTAIN SURVEY FOR DEKALB COUNTY YMCA DATED SEPTEMBER 6, 2007, LAST REVISED FEBRUARY 25, 2011, PREPARED BY MORELAND ALTOBELLI ASSOCIATES, INC., RONNIE J. JOINER, RLS # 2488.