

PARKING LEASE AGREEMENT

This PARKING LEASE AGREEMENT ("Agreement") is entered into this 13th day of May, 2025, between The Task Force for Global Health, Inc., a Georgia nonprofit corporation ("Landlord"), and DeKalb County, Georgia, a political subdivision of the State of Georgia ("Tenant").

1. **LEASED PREMISES.** Landlord leases to Tenant One Hundred Seven (107) parking spaces located on Levels 6, 7, and 8 of the parking deck at 330 West Ponce de Leon Avenue, Decatur, Georgia 30030 (the "Premises") to be used by Tenant's employees.
2. **TERM.** The term of this Agreement shall be for a fixed period of Two (2) years, commencing on June 1, 2025 (the "Commencement Date"), and terminating on May 31, 2027 (the "Termination Date"). Unless otherwise terminated earlier as provided herein, Tenant shall release and surrender its right to and possession of the Premises to Landlord upon expiration of the Term.
3. **RENT.** Tenant agrees to pay Landlord rent at the rate of Sixty-Five Dollars (\$65.00) per parking space per month, totaling Six Thousand Nine Hundred Fifty-Five Dollars (\$6,955.00) per month. This monthly rate includes expenses related to administering this agreement, including issuing and managing PIN-based access. Should badges replace the PIN-based access system in the future, Tenant shall pay an additional one-time fee of Five Dollars (\$5.00) per badge issued, payable upon issuance. In the event that this Agreement terminates on a date that is prior to the end of the month, the full monthly rent payment will be due for any such partial month, unless the parties agree otherwise.
4. **PAYMENT.** Tenant shall remit monthly rental payments electronically to the bank account designated by Landlord. Landlord will provide Tenant with the necessary account and routing details. If Landlord changes or updates these details, Landlord will provide Tenant with at least thirty (30) days' written notice. Tenant shall pay rent in advance on or before the first day of each month.
5. **ADDRESSES AND NOTICES.** Unless specifically directed otherwise in this Agreement, whenever written notice is required by this Agreement, it must be delivered to the address indicated below by: (i) certified mail, postage pre-paid, return receipt requested; (ii) hand carry; (iii) commercial overnight delivery service such as Federal Express or United Parcel Service; or (iv) email (only effective when a return email is sent confirming receipt).

Landlord Address:

The Task Force for Global Health, Inc.
330 Ponce de Leon Ave.

Decatur, Georgia 30030
Attn: Ellen L. Wild, Chief Operating Officer
Email: ewild@taskforce.org

Tenant Address:

DeKalb County, Georgia
1300 Commerce Drive, Suite 300
Decatur, Georgia 30030
Attn: Clyde Stovall PE, Director of Facilities Management
Email: cstovall@dekalbcountyga.gov

6. **LANDLORD RULES AND REGULATIONS.** Tenant agrees to comply, and shall instruct its employees to comply, with all rules and regulations established by Landlord concerning the use, operation, and security of the parking facilities on the Premises. Landlord may modify these rules at its discretion upon providing Tenant written notice.
7. **LEGAL COMPLIANCE.** Tenant and its employees shall comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations while using the Premises.
8. **TENANT OBLIGATIONS.** Tenant is responsible for clearly instructing its employees regarding authorized parking areas within the Premises. Tenant employees violating these instructions; applicable municipal, state, or federal ordinances, laws, rules, and regulations; or other rules and regulations established by Landlord may have their parking privileges revoked in the sole discretion of Landlord.
9. **WEATHER-RELATED CONDITIONS.** Landlord makes no representation or warranty that the Premises will be free from ice, snow, or other weather-related hazards. Tenant and its employees are advised to exercise caution in inclement weather. Landlord may, at its discretion, take measures to address or warn about hazardous conditions, but is not obligated to do so. Tenant waives and releases any claims for injury or damage relating to such conditions, except to the extent caused by the gross negligence or willful misconduct of Landlord.
10. **INSURANCE OBLIGATIONS.** Tenant shall, at Tenant's sole cost and expense, keep in force throughout the Term: (a) Commercial General Liability insurance policy or policies protecting Landlord against liability to the public or invitees incidental to use or accidents on the Premises, with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, covering bodily injury and property damage liability, and a \$1,000,000 products/completed operations aggregate; (b) Business Auto Liability covering owned, non-owned, and hired vehicles, with limits not less than \$700,000 per accident; and (c) Workers' Compensation Insurance as required by statute with Employers Liability limits of \$500,000 for each accident.

These policies shall (i) name Landlord as additional insureds (General Liability, Automobile, and Umbrella policies); (ii) be provided by insurance companies with a minimum Best's rating of "A-: VII"; (iii) require thirty (30) days prior written notice to Landlord for cancellation (ten days for non-payment); and (iv) provide certificates of Liability insurance (ACORD Form 25) and Property insurance (ACORD Form 27) to Landlord upon Commencement Date and at least thirty (30) days prior to each renewal.

11. **WAIVERS, RELEASES OF CLAIMS, AND SUBROGATION.** To the extent permitted by law, each party waives and releases any claim against the other party and its officers, employees, and agents for losses or damages covered by valid and collectible insurance at the time of loss. This waiver requires the insurers to endorse their policies permitting such waivers without affecting coverage.
12. **RELEASE AND SECURITY DISCLAIMER.** Tenant and its employees acknowledge that all personal property (including vehicles and their contents) placed on or in the Premises is at the sole risk of the person placing such property there. Landlord has no obligation to provide security or surveillance for the Premises and does not guarantee the safety of any vehicle or personal property. Tenant and its employees release Landlord from liability for theft, damage, or other loss to any vehicles or property, except in cases of personal injury caused by the gross negligence of Landlord.
13. **INDEMNIFICATION.** Tenant agrees to indemnify, defend, and hold harmless Landlord and its directors, officers, employees, agents, and representatives from any claims, liabilities, losses, damages, costs, and expenses arising from the negligence, willful misconduct, or breach of this Agreement by Tenant or its employees, agents, or representatives to the extent allowed by law.
14. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, or transfer any interest or rights under this Agreement, nor permit third-party use of the leased parking spaces without Landlord's prior written consent, which Landlord may withhold at its sole discretion.
15. **SUPERSEDING AGREEMENT.** This Agreement replaces and supersedes all prior agreements between the parties related to parking at the 330 West Ponce de Leon Avenue parking deck, including but not limited to the agreement effective July 1, 2023. All prior agreements shall have no further force or effect as of the Commencement Date of this Agreement. This Agreement contains the entire agreement of the parties hereto regarding the contents herein and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
16. **AMENDMENTS.** This Agreement may not be modified except by an amendment signed by both parties.

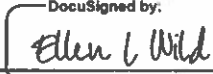
17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Georgia.

18. **MULTIPLE COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original.

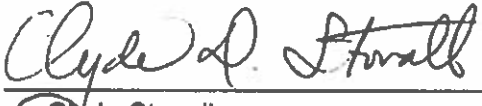
19. **SUCCESSORS AND ASSIGNS.** All the terms, conditions, covenants and agreements of this Agreement shall extend to and be binding upon the parties and their respective successors and assigns, to the extent such assignment is authorized under this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

LANDLORD: The Task Force for Global Health, Inc., a Georgia nonprofit corporation

By:  DocuSigned by:
9771BBA4F2AC43C... Date: 6/3/2025
Name: Ellen L. Wild
Title: Chief Operating Officer

TENANT: DeKalb County, Georgia, a political subdivision of the State of Georgia

By:  Date: May 13, 2025
Name: Clyde Stovall
Title: Director, Facilities Management