

LEASE AGREEMENT
FOR
T-HANGAR SHOP SPACE NO. Y
BETWEEN
DEKALB COUNTY, GEORGIA
AND
VINCE RIGGIO

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STATE OF GEORGIA

COUNTY OF DEKALB

THIS LEASE AGREEMENT, by and between DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (operator of DeKalb Peachtree Airport), hereinafter referred to as "County" or "Lessor," and MARK CLOWDUS, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the County is the owner of a tract of land in Land Lots 244, 245, 270, 279 and 280 of the 18th District of DeKalb County, Georgia, lying generally within an area bounded on the north by New Peachtree Road and Chamblee Tucker Road; on the west by Clairmont Road and Hardee Avenue; on the south by Dresden Drive; and on the east by Buford Highway, which is known as DeKalb Peachtree Airport, hereinafter referred to as "Airport;" and

WHEREAS, Lessee desires to lease a certain portion of the property on the Airport, hereinafter referred to as a "T-Hangar Shop Space", or as the "Premises;" and

NOW THEREFORE, for and in consideration of the Premises and covenants herein contained, and in further consideration of the payment of rent hereinafter stipulated, and of the terms and conditions herein set forth, the parties hereto do hereby agree as follows:

SECTION 1. LEASED PROPERTY AND TERM OF LEASE AGREEMENT.

A. Leased Property.

Lessee has agreed to lease from County, and County has agreed to lease to Lessee the Premises identified as T-Hangar Shop Space No. Y consisting of approximately 675 square feet.

B. Term of Lease Agreement.

The Lease Agreement, beginning on May 1, 2025, is for a term of twenty-four (24) consecutive months. Unless terminated earlier in accordance with the termination provisions of this Lease Agreement, this twenty-four (24) month Lease Agreement will be automatically renewed on a twenty-

four (24) month basis for four (4) additional twenty-four (24) month terms, for a total lifetime Lease Agreement term of ten (10) years. This Lease Agreement will terminate absolutely on April 30, 2035.

SECTION 2. COUNTY REPRESENTATIVE.

The County hereby designates the Airport Director or his/her agent as its representative through whom Lessee shall contact the County on all matters pertaining to this Lease.

SECTION 3. COUNTY'S RIGHT TO LEASE.

DeKalb County reserves the right to lease T-Hangar Shop Space to individuals who may or may not be associated with a corporation, partnership, or limited liability company.

SECTION 4. USE OF LEASED PROPERTY.

The Premises shall be used for shop space and storage only, within the Rules and Regulations outlined in Exhibit A to this lease agreement and; the Premises shall not to be used for any other purpose absent the written consent of the County, or of the County's designated representative, the Airport Director.

SECTION 5. LEASE PAYMENT.

A. Rental.

Lessee agrees to pay to County, promptly on the first day of each month, in advance, during the term thereof, without any demand therefore and without any deduction or setoff whatsoever, a monthly rental of **Two Hundred and Eighty Dollars (\$280.00)**. If the term of this lease begins on any day other than the first day of a calendar month, then Lessee shall pay to County, on the first day of the term, a pro-rata portion of the monthly rental rate stated above. In this instance the initial monthly rent will be prorated on a per diem basis.

If the Lease Agreement automatically renews, one of the following two actions will occur at the beginning of each twenty-four (24) month automatic renewal period: (1) the monthly rent will increase by seven (7) percent; or (2) the monthly rent will increase in accordance with the Consumer Price Index

("CPI") using the Bureau of Labor Statistics CPI index for the previous twenty-four (24) months ("CPI computation").

If the CPI computation is greater than seven (7) percent, Lessor shall apply the percentage derived from the CPI computation as the increase in the monthly rent over the next twenty-four month period. If the CPI computation is seven (7) percent or lower, the monthly rent over the next twenty-four month period will increase by seven (7) percent.

The options outlined in this Section are available to the Lessor at the end of each twenty-four (24) month automatic renewal period. In no event will an adjustment provide Lessor with a monthly rental that is in an amount less than the previous twenty-four (24) month period monthly rental rate.

For the purposes of this Section "Consumer Price Index" shall be the Consumer Price Index for All Urban Consumers South Region, issued by the U.S. Department of Labor Statistics. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with appropriate adjustment); and if the U.S. Department of Commerce Index is discontinued, the Lessor and Lessee shall, in good faith, agree on a suitable substitute.

B. Utilities.

Rental payment, as defined in Section 5. A, of this Lease Agreement, includes Lessor's provision of electricity only for the Premises. All other utilities required by Lessee shall be provided at the sole expense of the Lessee.

C. Security Deposit.

A security deposit equal to one (1) month's rent is required. The security deposit will be held by the County in an escrow account that will not accrue any interest for the Lessee. The security deposit will be refunded upon termination of the lease, unless the Lessee is in default at the time of termination. The security deposit will be forfeited for any default under this Lease Agreement. It is the Lessee's responsibility to provide the County with an adequate mailing address for the return of the security deposit. The County shall return the security deposit when, in the County's sole discretion, all terms of

this Lease Agreement have been fulfilled. If the Lessee is a previous or prior Lessee in good standing, the security deposit will be waived at the discretion of the Airport Director.

D. Payment Information.

Unless and until notified otherwise by County, Lessee shall make all checks for all amounts due hereunder payable to the order of **DeKalb County Treasury & Accounting Services**. Payments shall be mailed to:

DeKalb County, Georgia
Treasury & Accounting Services
P. O. Box 71224
Charlotte, NC 28272-1224

No payment shall be considered made until the business day such payment is received at the above office, and if such day is a Saturday, Sunday or a legal holiday, the first business day thereafter. Any payment received after 5:00 P.M., shall be considered received on the next business day.

E. Late Charge.

Anything herein to the contrary notwithstanding, County and Lessee hereby expressly covenant and agree that there shall be due and payable to County by Lessee, as of the eleventh (11th) day of each month during the term hereof, a Late Charge in an amount equal to \$25.00 for each month Lessee fails to timely pay the full amount of rent due. The payment of said Late Charge by Lessee, and/or the acceptance thereof by County, shall not be construed as a waiver of any other right or remedy of County, exercisable by reason of Lessee's failure to make payment to County as and when due hereunder.

F. Returned Checks.

If during the term of this Agreement, any check tendered by Lessee for amounts due hereunder is dishonored, returned for insufficient funds, or otherwise not promptly paid, Lessee shall promptly pay the amount of the dishonored check to County by Certified check, Cashier's check, or cash. County shall have no obligation to accept any other form of payment. In addition, Lessee shall promptly pay to County a service charge of **Twenty-Five Dollars (\$25.00)** or five percent (5%) of the face value of the check,

whichever is greater for any check tendered by or on behalf of Lessee which is returned to County because of insufficient or uncollected funds, as damages for the writing of a dishonored check.

G. Events of Default by Lessee.

Each of the following events shall constitute an "event of default by Lessee," if Lessee remains in default more than ten (10) days after written notice from County:

- (1) A person other than the Lessee secured possession of the T-Hangar Shop Space, or any part thereof, by reason of any receivership, bankruptcy proceedings or other operation of law in any manner whatsoever.
- (2) Lessee's failure to pay the monthly rental rate herein provided at the time herein fixed for payment thereof.
- (3) Lessee's failure to pay the late charge at the time herein provided at the time herein fixed for payment thereof.
- (4) Lessee's failure to provide County, in the manner and at the time provided herein, the correct address of the residence of said Lessee.
- (5) Lessee's failure to keep, perform or observe any term, covenant or condition of this Lease Agreement to be kept, performed, or observed by Lessee.

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

H. Results of Lessee's Default.

Upon the occurrence of an "event of default by Lessee," which remains in default more than ten (10) days after written notice from County, in addition to any other rights or remedies it may have, County shall have the right to any or all of the following (at its option):

- (1) Terminate the Lease Agreement;

(2) Reenter and take possession of the T-Hangar Shop Space and remove all persons and property therefrom, without being deemed guilty in any manner of trespass or conversion; and subsequent to said event, lease the T-Hangar Shop Space and any part thereof, for all or any part of the remainder of said term, to a party satisfactory to County, and at such monthly rental as County may with reasonable diligence be able to secure. Should County be unable to lease to another party after reasonable efforts to do so, or should such monthly amounts paid to County by any subsequent Lessee be less than the total of: (a) all charges Lessee was obligated to pay under this Lease Agreement, or renewal thereof, (b) the expenses involved in leasing to another party, and (c) any cost of preparing the T-Hangar Shop Space for lease to another party, then Lessee shall pay the total amount of such deficiency to County as it becomes due hereunder;

(3) A lien upon all goods, chattels, or personal property of any description belonging to Lessee which are placed in, or become part of, the T-Hangar Shop Space, as security for rent due and to become due for the remainder of the current rental term. Lessee hereby grants to County a security interest in all such personal property placed at the T-Hanger for such purposes. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to County;

Should County exercise the option to terminate the Lease Agreement or reenter and lease the T-Hangar Shop Space to another party, pursuant to an "event of default by Lessee," if any rent is due or to be due under this Lease Agreement, County may then take possession of all Lessee's property in the T-Hangar Shop Space and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sell is to be made, for case on credit, or for such prices and terms as County deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of

removing, storing, and selling such property, then to the payment of any rental due or to become due under this Lease Agreement, with the balance, if any, to be paid by Lessee.

SECTION 6. LIABILITY.

A. Waiver of Homestead Rights.

Lessee hereby waives and renounces for himself and family any and all homestead exemption rights he or they may have under or by virtue of the laws of this State or the United States as against any liability that may accrue under this Lease Agreement.

B. Attorney Fees.

Lessee agrees to pay an additional fifteen percent (15%) on any part of the rental that may be collected by suit or by attorney after same has become due.

C. Abandonment.

Lessee agrees not to leave the Premises herein leased unoccupied, and not to do or permit any act which would vitiate the fire insurance policy upon said property to increase the insurance rate. Notwithstanding any other provision herein, Lessee expressly acknowledges and agrees that County does not and shall not be deemed to accept a surrender or abandonment of the T-Hangar Shop Space, nor shall any action of County constitute a termination of this Lease Agreement, without express written notice thereof to Lessee.

D. Property.

At the termination of the lease term, Lessee shall surrender the T-Hangar Shop Space in the same condition it was in on the first day of the lease term, with the exception of any additions or improvements previously approved by the Airport Director, which shall remain with the T-Hangar Shop Space. Lessee shall remove all of his personal property and repair any damages caused by their use or removal.

If Lessee fails to remove such property prior to the expiration of the lease term, County may, with respect to any such property:

1. Remove such property, whereupon Lessee shall immediately reimburse County for the full cost of such removal; or

2. Consider such property to be abandoned to County, and deal with such property in such a manner as County deems appropriate, including retaining it for County's use and benefit.

3. County shall have the right to store, utilize, sell or otherwise dispose of any of Lessee's personal property remaining on the Premises after the termination of this agreement and any and all of Lessee's improvements and facilities thereon. Any such property shall be considered the County's property and title thereto shall vest in the County.

County's rights under this subsection shall not extend to the property of a third party. Lessee agrees to exonerate, indemnify and hold harmless the County against any claim made by a third party to property that has been disposed of by the County in accordance with the provisions of this agreement, and against litigation or actions initiated by a third party arising from the disposal of property under the terms of this agreement.

E. Assignment or Subletting.

Lessee shall not assign this Agreement, or any interest therein, or sublet the T-Hangar Shop Space, or any part thereof, or any right or privilege pertinent thereto.

F. Bankruptcy.

In the event bankruptcy or state insolvency proceedings shall be filed and sustained against Lessee, his heirs or assigns, in any Federal or State Court, it shall give the right to said County, his heirs or assigns, at their option, to immediately declare this Lease Agreement null and void, and to at once resume possession of the Premises. No Receiver, trustee, or other judicial officer, shall ever have any right, title, or interest in or to the above-described property by virtue of this Lease Agreement.

G. Tenant at Will.

If Lessee remains in possession of the premises after expiration of the term hereof, with County's acquiescence and without any express written agreement of the parties, Lessee shall be a tenant at will at

150% of the rental rate in effect at end of this Lease Agreement, plus all other amounts which would be due hereunder during the term hereof. There shall be no renewal of this Lease Agreement by operation of law.

SECTION 7. INSURANCE.

The Lessee shall, at Lessee's sole cost and expense, secure and maintain during the entire term of this Lease Agreement insurance coverage from good and responsible companies properly licensed to do insurance business in the State of Georgia, and acceptable to the County.

Certificate of Insurance.

1. A certificate of insurance, issued by the actual insurance company and not the insurance agent, shall be provided to the Airport Director, as designated agent for the County, upon execution of this Lease and shall provide proof of coverage from good and responsible companies properly licensed to do insurance business in the State of Georgia, and acceptable to the County. Certificate of Insurance shall evidence coverage as follows:

A. Airport Premises Liability Coverage for the T-Hangar Shop Space designated in this Agreement for a minimum of \$500,000.00 *Combined Single Limit*.

B. DEKALB COUNTY SHALL BE NAMED AS ADDITIONAL INSURED FOR AIRPORT PREMISES LIABILITY COVERAGE.

2. The Certificate of Insurance must be executed in accordance with the following provisions:

A. Certificate to contain policy number, policy limits, effective date of policy and policy expiration date, airplane registration number, and type of airplane, issued in accordance with this Lease Agreement;

B. Certificate to contain the location to which the insurance applies;

C. Certificate is to be issued to:

**DeKalb County, Georgia
DeKalb Peachtree Airport
Room 212, 2000 Airport Road
Atlanta, Georgia 30341
Attention: Airport Director**

D. Certificate shall contain notice that each of the policies provided for in this Section expressly provides that the policy shall not be canceled or altered without fifteen (15) days prior written notice to the County to the address in Paragraph 2.C. above.

Lessee shall keep all insurance coverages in effect during the term of this Lease Agreement. Lessee expressly agrees to provide to County proof of renewal coverage for all policies within five (5) days after renewal of policies. Lessee shall furnish to County a renewal certificate of insurance evidencing policies for the coverages stated herein.

Lessee expressly agrees that there shall be no lapse in insurance coverages, as stated herein. The County may at its option, without notice to Lessee, terminate this Lease Agreement, or in the alternative, County may reenter and take possession of the T-Hangar Shop and remove all persons and property therefrom, without being deemed guilty of any manner of trespass if Lessee fails to provide acceptable proof of renewal coverages as stated herein.

If the T-Hangar Shop Space is damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice to County.

Should the Premises be destroyed or so damaged by fire as to become untenable, this Lease Agreement shall cease from the date of such destruction or damage.

If the T-Hangar Shop Space should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged, that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessee to County of the occurrence of

the damage, then at the option of County this Agreement shall terminate and rent shall be abated for the unexpired portion of this Agreement, effective as of the date of said written notification.

If the T-Hangar Shop Space should be damaged by fire, flood, or casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessee to County of the occurrence of the damage, this Agreement shall not terminate, but County shall rebuild or repair such building and other improvement to substantially the same condition in which they existed prior to such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted.

SECTION 8. TERMINATION.

The County may unilaterally terminate this Lease Agreement, in whole or in part, for the County's convenience, or because of failure of the Lessee to fulfill the Lease Agreement obligations in any respect. The County shall terminate by delivering to the Lessee, with at least 30 days notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

The Lessee may request to terminate this Lease Agreement by delivering to the Airport Director, as set forth in Section 2, in writing, a Request for Lease Agreement Termination, with at least thirty (30) days notice, specifying the reason and requested date of Lease Agreement Termination. The Request for Lease Agreement Termination will in no way relieve the Lessee of any obligations of the Lease Agreement until the termination is approved in writing by the County, and then only after all fees have been paid and an end-of-lease inspection has been scheduled and accomplished.

SECTION 9. RULES AND REGULATIONS.

Lessee agrees and covenants to faithfully and strictly comply with the Rules and Regulations contained in Exhibit A attached hereto and hereby incorporated herein and made a part hereof by

reference, and such modifications thereto and additional rules and regulations which County may from time to time make and adopt for the safety, care and cleanliness of the Airport or for the preservation of good order therein.

SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS.

A. Subordination of Premises to U.S.A.

It is agreed and understood that this Lease Agreement, and the provisions hereof, shall be subject and subordinate to the terms and conditions of the instruments and documents under which DeKalb County acquired the Airport property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions of said instruments and documents.

B. Non-Discrimination.

Lessee agrees that in its operation and use of the Premises it will not discriminate against any person or group of persons on the grounds of race, color, sex, age, religion, national origin, or disability in any manner prohibited by the Federal Aviation Regulations, federal, state or local laws.

C. Airport Rules and Regulations.

The Lessee agrees to abide by all ordinances, rules and regulations concerning the Airport, operational safety, parking of airplane and other vehicles, fire prevention, and other matters as promulgated by the Airport Director or Governing Authority of DeKalb County, Georgia, copies of which rules and ordinances are available to Lessee in the office of the Airport Director.

D. State and Local Laws.

Lessee agrees to comply with all rules, orders, ordinances, regulations, and statutes of the State of Georgia, and of DeKalb County.

E. FAA Rules.

Lessee shall at all times conduct its business in a lawful manner and in compliance with the rules and regulations of the Federal Aviation Administration.

SECTION 11. USE AND PURPOSES OF OPERATION.

Lessee shall operate the T-Hangar Shop Space for the use and purposes for which it is let as described in this Lease Agreement and in Rules and Regulations attached hereto as Exhibit A. Furthermore, Lessee is required to inform County or its agents of any unlicensed person or entity which may be operating on the Airport property, and, should said person or entity cause County to become liable because of action or inaction on Lessee's behalf while on Airport property, then Lessee shall indemnify County in full for any loss which may accrue to County.

SECTION 12. DAMAGE OR DESTRUCTION OF PREMISES.

A. Maintenance of T-Hangar Shop Space by Lessee.

Lessee shall maintain the T-Hangar Shop Space in good condition and repair, (exclusive of all glass, including plate glass), and in a safe and tenable condition. Lessee accepts the leased Premises in its present condition and as suited for the use intended by Lessee. Lessee shall, at his own expense, keep and maintain the T-Hangar Shop Space and every part thereof in good order and repair, except portions of the T-Hangar Shop Space to be repaired by County under the terms of this Lease Agreement. Lessee agrees to return the T-Hangar Shop Space to County at the expiration of this Lease Agreement in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake, or other casualty alone excepted.

B. Alterations by Lessee.

Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions, or improvements to the T-Hangar Shop Space, nor shall partitions be removed nor any structural changes made in or to the T-Hangar Shop Space, without the prior written consent of County. All alterations, additions, or improvements made by Lessee shall become the property of County at the termination of this Agreement at the sole discretion of the County; however, the Lessee shall promptly remove, if County so elects, all alterations, additions, and improvements, and any other property placed in

or upon the premises by Lessee, and Lessee shall repair or pay to repair any damage caused by the alteration and any such removal.

Lessee shall have the right to erect or install shelves and bins, provided that Lessee complies with all applicable laws, ordinances, exhibits attached hereto, and governmental regulations, and does so without damaging the T-Hangar Shop Space or the Airport.

SECTION 13. LESSOR'S RESPONSIBILITIES.

Lessor shall have the right to rearrange the Airport from time to time. Said rearrangement shall include the right to build any additional structures, buildings, drives, and parking areas, or otherwise alter the arrangement of the Airport in any way.

Lessor may enter the Premises at any time to inspect the T-Hangar Shop Space, to exhibit same to prospective tenants and to make repairs required of County under the terms hereof, or for the purpose of maintaining or making repairs or alterations to the T-Hangar Shop Space or County's adjoining property, if any.

SECTION 14. LESSEE TO HOLD COUNTY HARMLESS.

The Lessee shall at all times exonerate, indemnify, and hold harmless the County from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of any damage or injury (including death) to persons or property, including employees and property of the County (1) caused by, or (2) sustained on the Airport in connection with the performance of this Lease Agreement or conditions created thereby, and shall assume and pay for, without cost to the County, the defense of any and all claims, litigation, and actions, suffered through any act or omission of the Lessee, or anyone directly or indirectly employed by or under the supervision of the Lessee, or in any way arising out of the use and occupancy of the T-Hangar Shop Space and/or Airport by the Lessee. The Lessee expressly agrees to defend against any claims brought or actions filed against the County where such claim or action involves, in whole or in part, the subject of

the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

SECTION 15. NOTICES.

For the purpose of this Lease Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

A. LESSOR:

**DeKalb County, Georgia
Purchasing and Contracting
1300 Commerce Drive
2nd Floor, Maloof Center
Decatur, Georgia 30030**

**With a copy to:
DeKalb Peachtree Airport
Room 212, Administration Building
2000 Airport Road
Atlanta, Georgia 30341
Attention: Airport Director**

B. LESSEE:

**Vince Riggio
Trinity Development Group
995 Old Powers Ferry Road
Atlanta, GA 30327**

In the event the address of Lessee as set forth herein is not or should ever cease to be the correct address of the residence of said Lessee, said Lessee is required to provide to County, in the manner by which notices are to be given under this Agreement, such information in writing within ten (10) days after Lessee's change of address of said residence.

SECTION 16. VENUE.

This Lease Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of action arising out of this Lease Agreement shall be brought in DeKalb County, Georgia.

SECTION 17. QUIET ENJOYMENT.

Lessor covenants that the Lessee, on paying the rent and other charges herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of the Lessee to be kept, observed and performed, shall, during the term of this Lease Agreement, peaceably and quietly have, hold and enjoy the T-Hangar Shop Space subject to the terms, covenants, conditions, provisions and agreements hereof.

Lessee covenants that it will not commit or suffer to be committed any act on the T-Hangar Shop Space and/or Airport, which may disturb the quiet enjoyment of any other tenant.

SECTION 18. SUCCESSORS.

The provisions of this Lease Agreement shall bind and inure to the benefit of the heirs, successors, executors, and administrators of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officers, representatives, servants, or employees of County.

SECTION 19. GEORGIA LAWS GOVERN.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

SECTION 20. SEVERABILITY.

In the event any provision of this Agreement is held to be unenforceable for any reason, the remainder of the Agreement shall be in full force and effect and enforceable in accordance with its terms.

SECTION 21. SOLE AGREEMENT.

This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. Unless specified in this Lease Agreement, no amendment or modifications of this Agreement shall be enforceable unless approved by action of the Governing Authority of DeKalb County.

SECTION 22. FORCE MAJEURE.

Neither County nor Lessee shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of County or the Lessee and which by the exercise of due diligence County or Lessee is unable, wholly or in part, to prevent or overcome.

SECTION 23. CONTROLLING PROVISIONS.

In the event of a conflict between the Lease Agreement and Exhibit A attached hereto and hereby incorporated herein and made a part hereof by reference, the provisions contained in Exhibit A shall govern.

SECTION 24. LESSOR'S RIGHTS AND REMEDIES.

All rights and remedies of County under this Agreement shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion arises.

SECTION 25. TIME IS OF THE ESSENCE.

Time is of the essence in this Lease Agreement.

SECTION 26. EXCLUSIVE USE AREA.

The T-Hangar Shop Space is further designated as an "Exclusive Use Area". As such, this designation provides that, in the event the Airport is assessed a fine or penalty by the FAA for breach of security regulations or a movement area incursion as a result of the acts or omissions of the Lessee or any of its assigns, officers, agents, representatives, contractors, or invitees, the Lessee shall be required to reimburse the County promptly the full amount of any such fine or penalty paid by the County. In any proceeding by the FAA to investigate and assess such a fine or penalty involving the acts or omissions of the Lessee, the County shall provide the Lessee with reasonable notice of such proceedings and an opportunity to participate in any written submissions or hearings in connection with such proceedings.

SECTION 27. AIRPORT SECURITY AND ACCESS CONTROL.

A. Access to Non-Movement Area / Ingress and Egress.

Lessee shall have right of ingress to, and egress from, the Airport over Airport roadways, including the use of common-use roadway, expressly subject to such rules and regulations as may be established by the Airport Director. Lessee is granted only that vehicular access which is reasonably necessary to allow Lessee access to the T-Hangar Shop Space once Lessee is on Airport property. Access to and egress from Airport by the Lessee shall be made into and out of only County Gate No. 7 / 11 / 16, located on Hardee Avenue, / the west side of Corsair Drive / the east side of Corsair Drive or County Gate No. 34 located on Clairmont Road. Vehicular access to all movement areas, whether active or inactive, is expressly prohibited by this Lease. For the purpose of this Agreement, a movement area is any runway or taxiway utilized for taxiing, takeoffs, and landings of aircraft, exclusive of aircraft loading ramps, aircraft parking areas, and aircraft aprons and tie-down spaces.

B. Gate Combination and / or Access Code.

The Lessee acknowledges and agrees that he/she is totally responsible for the dissemination of any gate and/or access code given to provide access to the Airport through the use of any County gate. If the Lessee gives this code to any other person for whatever reason, the Lessee will be responsible for any and all actions of such person(s) as if this were the Lessee him/herself.

C. Access Card.

Should card access control be installed by the Airport, Airport Administration will assign one (1) card to the Lessee only. A request by the Lessee for an additional card(s) shall be made in writing stating the reason(s) or rationale why an additional card(s) is/are required. Any request for an additional card may or may not be approved by the Airport Director at his/her sole discretion. The minimum information required for the issuance of any additional card will include the name, local address, and contact phone number of the individual. A Ten Dollar (\$10.00) fee, payable to **DeKalb County**, will be charged for the

issuance of an access card to each individual. If a card is lost, stolen, or made unusable for any reasons, a Twenty-Five Dollar (\$25.00) replacement fee will be required before a new card is issued.

The control and monitoring of access is paramount to Airport security. Accordingly, only authorized users with access to the Airport granted pursuant to this Lease should hold a card to access the Airport. Lost or stolen Airport-issued access cards shall be reported immediately by any means possible to Airport Administration, whereupon the loss or theft will be recorded, and the card will be made "inactive" at the access control point. "Reported immediately" means within twenty-four (24) hours or the next business day, not including weekends or holidays. A new card may then be issued by Airport Administration bearing a number different from the one lost or stolen.

D. Fraud and Intentional Falsification of Records.

- (a) No person may make any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium.
- (b) No person may make any fraudulent or intentionally false entry in any record or report that is kept, made or used to show compliance or exercise any privileges.

E. Security Responsibilities of Employees and Other Persons.

No person may:

- (a) Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
- (b) Enter, or be present within a secured area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
- (c) Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or vehicles in secured areas in any other manner than that for which it was used by the appropriate authority.

F. "On Airport Driver's Safety and Training Guide for the DeKalb Peachtree Airport".

Any person given access to the Airport shall be required to read and acknowledge having read and understood the current edition of the above document provided by the Airport, to qualify for access to the Airport. A copy of the signature page acknowledgement will be kept in the Lessee's Lease file.

G. Airport Safety and Security.

In the interest of Airport safety and security, in the event Lessee fails to abide by this Section 26 of this Agreement, the Chief Executive Officer (CEO) of DeKalb County and his/her designee, is authorized by the County's Governing Authority, at the CEO's sole discretion, to immediately declare this Lease void, to cancel the same without any legal proceeding and to reenter and take possession of the T-Hangar Shop Space.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative on this ____ day of _____, 20__.

LESSEE: VINCE RIGGIO

LESSOR: DEKALB COUNTY, GEORGIA

By: _____

Signature

Vincent Riggio
Lessee Name (Typed or Printed)

April 2, 2025
Date Signed by Lessee

WITNESS:

[Signature]

Signed, sealed and delivered as to Lessee in the presence of:

[Signature]
Notary Public
My Commission Expires:

APPROVED AS TO SUBSTANCE:

[Signature]
Airport Director
DeKalb Peachtree Airport

by Dir. (SEAL)

LORRAINE COCHRAN-JOHNSON
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA SANDERS-NORWOOD, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Signed, sealed and delivered as to County in the presence of:

(SEAL)

Notary Public
My Commission Expires:

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

Exhibit A

RULES AND REGULATIONS

for

All T-Hangar Shop Spaces at DeKalb Peachtree Airport

GENERAL

1. Lessee herein covenants and agrees that he will protect the rights, safety and property of other tenants by a strict adherence to the following rules and regulations for the Airport promulgated by the Airport Director as well as those ordinances pertaining to DeKalb Peachtree Airport set out in the Code of DeKalb County. Copies of such rules, regulations and ordinances are located in the office of the Airport Director and are available to Lessee during normal working hours. Lessee further agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Georgia and County of DeKalb, and of all other duly constituted public authorities having jurisdiction. The violation of any below rules and regulations of the T-Hangar Shop Spaces Policy shall constitute a violation of this Agreement, and upon proof thereof being submitted to the Airport Director by any person, shall be sufficient to void this Agreement on behalf of DeKalb County, who may immediately enter upon the premises and take possession without any legal proceeding.
2. Entities renting T-Hangar Shop Spaces ("Premises") must abide by any additional specific instructions of the Airport Director concerning the use and maintenance of the Premises or use of the Airport in general. Any failure of such entity to comply with any such written instruction within ten (10) days of said notice will be a default under the Lease Agreement. Furthermore, should the Airport Director require that such entity comply with such a request in a period of less than ten (10) days, because in his opinion, the safety of the Airport or its Lessees may be jeopardized by failure to act in a shorter period of time, the failure of such entity to comply with any such written instruction within said time period will also be a default under the Lease Agreement.

SPECIFIC

3. **Parking:** Lessee's vehicle(s) may be parked directly in front of assigned Premises so as to not interfere with adjacent T-Hangar Lessees, taxiing airplanes or any other vehicles. The Airport Director or his/her representative shall have the right to remove any vehicle, at Lessee's expense, that is parked in an unauthorized area or improperly parked.
4. Lessee shall dispose of all waste oil in the approved containers designated for such purposes on each of the County's T-Hangar ramps. Disposal of oil or any other hazardous materials in drains, on the ground, or in any unapproved container shall result in the immediate termination of the Lease and reporting to the Georgia Environmental Protection Department (EPD). All solvents must be removed from and disposed of off Airport/County property. Disposal of solvents in any manner on Airport/County property shall result in the immediate termination of the Lease and reporting to the Georgia EPD, if required.
5. **Painting** within the T-Hangar Shop Space is prohibited.

6. Lessee shall be responsible for the conduct and actions of any visitors to the T-Hangar Shop Space. (See Section 25, Exclusive Use Area, of Lease Agreement.)
7. Taxiing airplanes shall have right-of-way at all times over vehicular traffic.
8. Speed limit on any ramp shall be 10 M.P.H. for all vehicular traffic.
9. Premises may be inspected for safety and compliance with this Lease Agreement without notice and at any time by the Airport Director or his/her agent.

T-HANGAR SHOP SPACE SAFETY

10. DEFINITIONS*

- A. Flash Point. The minimum temperature at which a liquid gives off vapor in sufficient concentration to form an ignitable mixture with air near the surface of the liquid within the vessel.
 - B. Flammable Liquid. A liquid having a flash point below 100°F (37.8°C) and having a vapor pressure not exceeding 40 lbs. per sq. in. (absolute) at 100°F (37.8°C). Class I flammable liquids include gasoline and AVGAS.
 - C. Safety Can. An approved container having a spring-closing lid and spout cover and so designed that it will safely relieve internal pressure when subject to fire exposure.
11. All equipment for the storage, handling, and dispensing of flammable or combustible liquids shall be in accordance with NFPA 30. {SFPC 901.1.3}**
 12. Containers, tanks, equipment and apparatus used or intended to be used for the storage, handling, use or sale of flammable or combustible liquids shall be of an approved type. {SFPC 901.3}
 13. All flammable liquids, flammable and liquid compounds or mixtures, shall be conspicuously marked or labeled in easily legible type, which is in contrast by typography, layout or color with any other printed matter on the label. {SFPC 901.4.1}
 14. A person shall not use, within a building or structure except a dwelling, any heating, lighting or cooking appliance, which uses Class I flammable liquids. {SFPC 901.5}
 15. Dispensing device for flammable or combustible liquids shall be of an approved type. {SFPC 901.7.1} Such an approved type will be a safety can as defined above.
 16. The maximum number of gallons of Class I flammable liquids that are allowed in a safety can is two (2) gallons. {Table 904A, Maximum Allowable Size of Containers and Portable Tanks. SFPC 901.3.3}
 17. Class I flammable liquids shall not be dispensed within a room or building which contains sources of ignition. {SFPC 905.2.3}

18. No open flame, flame producing device or other source of ignition shall be permitted in any T-Hangar Shop Space. {SFPC 3001.4.4} This includes space heaters of any type.
19. No person shall smoke or produce any open flame on the outside of an airplane within 50 ft. of such aircraft. {SFPC 3002.8}
20. Welding, sheet metal and media blasting within any T-Hangar Shop Space is prohibited.
21. Approved engine heaters are authorized for their stated purpose only.
22. Accumulation of rubbish, trash, rags, cans, grease, food items, gasoline and other combustible material in or about the Premises cannot be tolerated for safety and/or hygienic reasons. Lessee shall keep his/her Premises clean at all times, and it shall be subject to inspection by the Airport Director, or his/her designated representative, at any time, and if found to be a fire or accident hazard, Lessee shall be so informed and Lessee shall, within three (3) days of this notice, clean the Premises to the Airport Director's satisfaction.
23. Furniture, freestanding storage bins and/or shelving, and workbenches in a T-Hangar Shop Space are acceptable if kept for the quiet, personal enjoyment of the Lessee and his/her guests. However, if any piece of furniture draws rodent and/or bug infestation into the T-Hangar Shop Space or surrounding area(s), Lessee shall be so informed and Lessee shall, within three (3) days of notice, remove any and all effected furniture, and Lessee may be required to fumigate the area(s) to the Airport Director's satisfaction.
24. No airplane or vehicle of any type shall be parked on any T-Hangar apron overnight, or any time so as to constitute a hazard to taxiing airplanes, or so as to delay access to the Hangars for fire trucks, emergency equipment or other tenants.

* National Fire Prevention Association (NFPA) 30-1984 / Flammable and Combustible Liquids Code (as amended)

** 1994 Standard Fire Prevention Code (SFPC) (as amended)