

## LEASE AGREEMENT

This Lease Agreement ("Lease"), entered into effective the 1<sup>st</sup> day of April, 2024, ("Effective Date") by and between **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Landlord"), whose address is 327 N. Ashley Street, 3<sup>rd</sup> Floor, Valdosta, GA 31601, and **SECOND HARVEST OF SOUTH GEORGIA, INC.**, a Georgia non-profit corporation ("Tenant"), whose address is 1411 Harbin Circle, Valdosta, GA 31601;

### WITNESSTH:

1. PREMISES: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property located at 1411 and 1425 Harbin Circle, Valdosta, Georgia (the "Premises"), which Premises is further described as follows:

All that lot, tract, or parcel of land, with improvements thereon, situate, lying and being in Land Lot 64 of the Eleventh (11th) Land District of Lowndes County, Georgia, particularly described as Tract 2 comprised of 1.91 acres and Tract 3 comprised of 2.88 acres as shown on a retracement survey prepared by Rodney Gene Tenery, Georgia registered land surveyor number 3015, Prime Consulting Solutions, dated January 31, 2024, and recorded January 1, 2024, in Book 000PCC, Page 01722, of Lowndes County, Georgia, real estate records maintained by the Clerk of Superior Court of Lowndes County, Georgia, to which reference is made for a more complete and accurate description of the metes, bounds, distances, and dimensions of the Premises.

2. TERM: The term of this Lease shall commence on the Effective Date and expire at midnight on October 31, 2025 (the "Term"), provided however, Tenant shall have the unilateral right to terminate this Lease prior to October 31, 2025, by giving Landlord sixty (60) days prior written notice.

3. USE AND POSSESSION: Tenant may use the Premises for purposes of operating a nonprofit hunger relief organization and food distribution warehouse and for no other purpose without the prior written consent of Landlord. Tenant, at the expiration of the Term of this Lease, shall deliver the Premises in the same condition as of the Effective Date, reasonable use, wear and tear excepted.

4. RENT: Tenant shall pay to Landlord the following rent payments: Eight Thousand Five Hundred Dollars (\$8,500.00) per month for the Term of the Lease, due and payable in advance on the first day of each month. Rent shall be paid to Landlord at 327 N. Ashley Street, 3<sup>rd</sup> Floor, Valdosta, GA 31601.

5. UTILITIES: Tenant, at its sole cost and expense, shall arrange for and pay all costs and charges for all utilities and services provided or used in or at the Premises, commencing with the Effective Date and throughout the Term of this Lease. Tenant shall pay directly to the public utility companies the cost of any installation of any such utility services. Tenant shall indemnify and hold harmless Landlord from and against any claims arising from the installation and maintenance of