

**1.**  
**PROPERTY RENTED**

For and in consideration of the mutual promises and of the terms and conditions hereinafter set forth to be kept by Tenant, Landlord hereby grants and rents the Premises unto Tenant, including ingress thereto and egress therefrom (which ingress and egress by Tenant and its invitees shall not unreasonably interfere with Landlord's use and occupancy of the remainder of the Property), and Tenant does hereby take and hire the Premises from Landlord, on the promises and on the terms and conditions hereinafter set forth. This Agreement creates the relationship of Landlord and Tenant between the parties hereto, and no estate shall pass from Landlord to Tenant under this Agreement. Tenant has, by virtue of this Agreement, only a usufruct as that word is set forth and used in O.C.G.A. Ch. 44-7.

**2.**  
**TERM AND EXTENSIONS**

2.1 This Agreement shall be for the term beginning on the Effective Date and ending at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on December 31, 2024 (the "Initial Term") unless sooner terminated as hereinafter provided.

2.2 Subject to an event of Force Majeure (as defined herein), should Tenant cease to operate the Program on the Premises for a period of sixty (60) consecutive days, or be otherwise abandoned, this Agreement may be terminated by Landlord by delivery of written notice of termination to Tenant.

2.3 Landlord, in consideration of the covenants, agreements, provisions, and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby give and grant unto Tenant the exclusive right, privilege, and option of renewing or extending this Agreement at the expiration of the Initial Term on a monthly basis for up to ten (10) consecutive months (each, a "Renewal Term"). Said renewal or extension shall be upon the same terms, conditions, covenants, provisions, stipulations, and agreements as herein set forth and at the monthly rate of rental herein stipulated in Exhibit "B", attached hereto and incorporated herein; provided, however, that written notice of Tenant's desire, through the President or Vice President for Finance and Administration of Valdosta State University, a unit of the University System of Georgia, to exercise such option shall be given to Landlord at least five (5) days prior to the expiration date of the Initial Term or of any Renewal Term. It is further provided that this option may be exercised by Tenant only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms, and conditions of this Agreement on the part of Tenant to be performed, kept, and observed, have been fully and faithfully performed, kept, and observed. Landlord and Tenant agree that Tenant's notice of its intent to exercise an option for a Renewal Term may be transmitted to Landlord by electronic mail.

2.4 Any and all references to the "Term" of the Agreement contained within this Agreement shall include not only the Initial Term but also any subsequent Renewal Term to the extent exercised by Tenant.

2.5 Whenever a period of time is herein prescribed for action to be taken by Tenant there shall be excluded from the computation for any such period of time an event of "Force Majeure," which shall be detailed in a written notification from Tenant to Landlord. As used in the Agreement, the term "Force Majeure" shall include strikes, public health emergencies, pandemics, riots, acts of God, war, or governmental laws, regulations and restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Tenant.