

NORTH CAROLINA

CITY OF GREENSBORO

GUILFORD COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the ____ day of _____, 2015, by and between City of Greensboro, a municipal corporation of Guilford County, North Carolina (hereinafter called "Lessor") and Say Yes To Education, Inc., a non-profit foundation of New York City, New York (hereinafter called "Lessee"):

STATEMENT OF PURPOSE: Public-Private Partnership

- A. With the intent to build better lives and a better community along with the City's commitment to foster education, it is desirable for the City and in the public interest to formalize our partnership and continue to provide usage of City facilities with the Lessee who provides to the community at no cost:
- (a) A national nonprofit that organizes and galvanizes whole communities around the goals of its students graduating from high school to be able to attain, afford and complete a post-secondary education.
 - (b) A collaboration between the various municipalities, county, school system, non-profits who all work together to provide programs, services, and resources for students to be successful.
 - (c) The City has a designee on the Operating Committee, Scholarship Board and Community Leadership Council and through the development of taskforces there will be continued opportunities for collaboration and coordination which shall include the Greensboro Public Library.
- B. Lessee desires to lease the Premises and to operate in the manner contemplated by this Agreement as approved by the Bylaws of the Lessee, which includes but is not limited to: revitalizing communities by helping them give every public high school graduate access to college or other post-secondary scholarships, making available support and services to develop the gifts and talents of each child.

WITNESSETH:

In consideration of the rents hereinafter agreed to be paid and the mutual covenants and agreements hereinafter recited, Lessor hereby leases unto the Lessee and the Lessee leases from the Lessor, property referred to as the Premises upon the following terms and conditions:

1. **PREMISES:** The property hereby leased to the Lessee is one office space in the entry of the library and one back of house space located in the staff area of the library, that area within the building known as The Central Library, 219 N. Church Street (hereinafter called the "Building"), consisting of two (2) spaces approximately totaling 950 square feet, hereafter called the "Premises", an area shown on Exhibit A, attached hereto and incorporated herein by reference.
2. **TERM:** The term of this lease shall be for six (6) years, unless sooner terminated for violation of any terms or conditions contained herein, commencing January 1, 2016 and ending December 31, 2022.
3. **RENT:** During the term of this Lease, Lessee shall pay to Lessor, without demand therefore and without any offset or deduction, the annual rent payable in advance in one lump sum. The initial Term Rent shall be One Dollar (\$1.00), hereinafter referred to as the "Rent".

4. USE OF PREMISES: Lessee shall not use the Premises or any portion thereof for any illegal or unlawful purpose or activity, and will not cause or permit any nuisance to be created or maintained therein. Lessee shall not fix, print, paint or display any sign, name, legend, notice or advertisement on any part of the Premises or on the Building without prior written consent of the Lessor. Lessee shall not maintain or permit any coin operated or vending machine within the Premises without the prior written permission of the Lessor. Upon termination of this Lease, Lessee shall vacate and surrender possession of the Premises to Lessor in as good condition as at the commencement of this Lease, ordinary wear and tear excepted.

5. ASSIGNMENT AND SUBLETTING: Lessee shall not sell, assign, pledge or hypothecate this Lease or any interest, herein, or sublet the Premises or any part thereof.

6. UTILITIES AND SERVICES:

(a) All utilities will remain in the Lessor's name. It is understood and agreed that the Lessee shall be responsible for phone and data lines.

(b) Lessor will be responsible for all necessary repairs to the interior and exterior of the Building, not a part of the Premises, and will maintain in good working order all heating, electrical, air conditioning, water and elevator systems and mechanical equipment related to such systems and all other equipment and fixtures and will, in general, maintain the entire Building in good order and condition. All necessary replacements, repairs and maintenance work will be made and done as promptly as possible and will be of a quality in keeping with the original design and construction of the Building. Notwithstanding the foregoing provisions hereof, the Lessee will reimburse Lessor for any expense incurred by it in repairing any damage caused by the willful or negligent acts of the Lessee's employees or agents, those under the Lessee's direction and/or control and Lessee's invitees.

(c) Lessee will be responsible for janitorial services within the Premises.

7. OPTIONS TO RENEW: Provided Lessee is not in default hereunder and subject to City Council approval, Lessee will have the option to renew this Lease Agreement for two (2) additional consecutive terms of six (6) years each. Unless otherwise stated herein, all terms and conditions of this Lease Agreement except rental amount shall remain the same during renewal periods. Annual rent will remain at the original rental rate during the first renewal period. Annual rent during the second renewal period shall be adjusted according to the percentage increase of the Consumer Price Index for all urban consumers (U.S. City average; all items 1981=100) since the date of the original lease agreement. But in no event shall there be a decrease in the annual rent. Notice of renewal shall be provided by Lessee to Lessor no later than sixty (60) days before expiration of the current period.

8. ALTERATIONS BY LESSEE: It is understood and agreed that the Lessee is responsible for making all improvements to the Premises. The cost of the improvements is approximately one hundred twenty thousand dollars (\$120,000.00). The Lessee shall provide to Lessor all plans and specifications, for improvements (including, without limitation, all partitions, walls, railings, carpeting, floor coverings and other fixtures) made by, for or at the direction of Lessee shall, when made, become the property of Lessor and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease, except trade fixtures which are readily removable, without necessity of any repair to the Premises after removal. Upon the expiration or earlier termination of this Lease, Lessee shall promptly reimburse Lessor for any expense or cost incurred by Lessor in restoring the Premises to

the condition at the commencement of this Lease. Lessor shall have no obligation to make any alterations, improvements or repairs to the Premises except those required to make the Premises safe and tenantable, provided that such repairs are not required by reason of acts or omissions of Lessee, its agents, employees, invitees or licensees. The Project Manager that must receive all plans and specifications for improvements is Darrell W. "Butch" Shumate, Manager Facilities, 514 Yanceyville Street, Greensboro, NC 27405, Office Phone: 336-412-5795, Cell Phone: 336-451-5550, Butch.shumate@greensboro-nc.gov. The Project Manager will coordinate all improvements with the architect and other professionals responsible for the improvements that will be paid for entirely by the Lessee. No improvements to the Premises may be started until the City provides Written Notice to Proceed to the Lessee. Time is of the essence as to all of the obligations of Lessee under this Lease.

9. **PROPERTY OF LEASE:** All property placed on the premises by, at the direction of or with the consent of Lessee, its employees, agents, licensees or invitees, shall be at the risk of the Lessee or the owner thereof and Lessor shall not be liable for any loss of or damage to said property resulting from any cause, unless such loss or damage is the result of Lessor's negligence.

10. **RULES AND REGULATIONS:** Lessee agrees to abide by and conform to such rules and regulations as Lessor may make or adopt from time to time for the care, protection and benefit of the Building or for the general comfort, safety, convenience or welfare of its occupants. Lessor shall have the right to waive any or all of the Rules and Regulations as to any one or more tenants of the Building and such waiver shall not affect or diminish any of Lessee's obligations pursuant to the provisions of this Lease in any way. Lessor shall have no responsibility or liability to Lessee for any non-conformance to or breach of any requirement of the Rules and Regulations of any other tenant or tenants of the Building.

11. **LESSOR'S RIGHT OF ENTRY:** Lessor shall have the right to enter and to grant licenses to enter the Premises at any time and for such lengths of time as Lessor shall deem reasonable (a) to inspect the Premises, (b) to exhibit the Premises to prospective tenants or purchasers of the Building, (c) to make alterations or repairs to the Premises or to the Building, (d) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Building and the general welfare, safety and comfort of its tenants, (e) for the purpose of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this agreement or by the Rules and Regulations, or (f) to abate any condition which constitutes a violation of any covenant or condition of this Lease or of the Rules and Regulations. No such entry by Lessor shall in any manner affect Lessee's obligations and covenants under this Lease and no such entry shall of itself render Lessor liable for any loss of or damage to the property of Lessee.

12. **INDEMNIFICATION OF LESSOR:** Lessee agrees to indemnify and defend Lessor and to save harmless Lessor, and the agents and employees of Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property occurring on the Premises or in the Building occasioned in whole or in part by any act or omission on the part of Lessee or any employee, agent, visitor, assignee or subtenant of Lessee, or by reason of any unlawful use of the Premises or by reason of any breach, violation or non-performance of any covenant in this Lease on the part of Lessee to be observed or performed, or by reason of any matter or thing growing out of the occupancy or use of the Premises by Lessee or any one holding through or under Lessee. Lessee agrees to pay Lessor promptly for all damage to the Building or the Premises and for all damage to tenants or occupants of the Building caused by Lessee's misuse or neglect of the Building or of the Premises.

Lessor shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the Building or by any owner or occupant of adjoining or contiguous

property. Neither Lessor nor its agent shall be liable to Lessee for any injury or damage to persons or property resulting from any cause of whatever nature, unless caused by or due to the negligence of Lessor, its agents, servants or employees acting in the course and scope of their employment.

13. INSURANCE: 13.01. Hazard Insurance.

(a) Subject to Subsection (c) herein, Lessor shall keep the Building and Premises insured to the extent of its full replacement cost against loss or damage under a broad form policy with extended coverage endorsement. Lessee at its sole cost and expense shall keep all furniture, fixtures, and equipment, whether supplied or owned by Lessee or by Lessor, and in addition, all glass forming a part of the Premises, including but not limited to plate glass, insured to the extent of its full insurable value against broad form direct loss. The policy of insurance required to be maintained by Lessee under the foregoing sentence shall provide that any and all loss proceeds shall be payable to Lessor and Lessee, as their interests may appear.

(b) Lessee agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Lessee agrees to pay any increase in premiums for broad form insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Lessor on the Premises or the Building resulting from the type of merchandise sold or equipment, materials and supplies used by Lessee in or about the Premises whether or not Lessor has consented to the same, provided, Lessee shall not be responsible for any such increase in premiums solely as a result of Lessee's use of the Premises for the purposes permitted in Section 1. In determining whether increased premiums are the result of Lessee's use of Premises in a manner other than as set forth in the preceding sentence, a schedule issued by the organization making the insurance rate on Premises showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises.

(c) Lessee agrees to pay to Lessor as Additional Rent its pro rata portion of the premiums for all risk insurance carried by Lessor for any Lease Year or partial Lease Year with respect to the Premises. Lessee's pro rata share of such insurance shall be in the proportion which the total gross leasable area of said Premises bears to the total gross leasable area of the Building on the first day of the Lease Year following the date on which said premiums are due. These monies shall be considered as Additional Rent.

(d) The policies of insurance to be maintained by Lessor and Lessee under this Section 13.01 shall: (i) be issued by an insurer licensed to do business in the State of North Carolina; (ii) require at least thirty (30) days prior written notice to the party for whose benefit the insurance has been furnished of termination, lapse of coverage or material alteration; and (iii) waive, to the extent available, any right of recovery or subrogation against the party for whose benefit the coverage has been obtained. If requested by the party for whose benefit the insurance has been obtained, the party required to obtain such insurance shall, upon the Commencement Date of this Lease and thereafter within fifteen (15) days prior to the expiration of each such policy, promptly deliver to the party for whose benefit such coverage has been obtained a certificate of insurance for such coverage.

13.02 Liability Insurance. Lessee shall, during the entire term hereof, keep in full force and effect, a policy of commercial general liability insurance with respect to the Premises and the business operated by Lessee and any subtenants of Lessee in the Premises in which the combined single limit of coverage shall be not less than \$2,000,000.00. Such insurance shall name the City as an additional insured.

13.03 Waiver of Subrogation. Lessor and Lessee and all parties claiming by, through or under them hereby mutually release and discharge each other, and the officers, employees, agents, representatives, customers and business visitors of Lessor or Lessee from all claims, losses and liabilities arising from or caused by any injury to persons or property covered by third party insurance, even if caused by the fault or negligence of a released party, but only: (i) in the actual amount and to the extent that insurance proceeds are received by the agreed party from third party insurers, (ii) if this provision

does not void or render invalid any insurance coverage or policy, (iii) if consent to this waiver of subrogation by a third party insurer is given after a request has been made therefore (if required under the terms of such policy in order not to void same) and/or an endorsement to the policy is obtained (if an endorsement can be obtained at no additional cost), and (iv) applying, in the case of Lessee, to any amounts in excess of the amount for which Lessee may self-insure.

14. FIRE OR OTHER CASUALTY: If, during the term of this Lease, the Premises or the Building shall be damaged by fire or other casualty:

(a) If restoration is possible, in accordance with reasonable estimate, within a period of one hundred eighty (180) days of work during normal working hours (i) Lessor will restore the Premises at Lessor's expense, beginning and prosecuting such restoration until complete with reasonable promptness and diligence, and (ii) if the Premises are unusable for Lessee's business, in whole or in part, during such restoration, the rent hereunder shall be abated to the extent and for the period of such unsuitability. If such damage or destruction shall result from the fault of Lessee or Lessee's agents, employees, visitors or licensees, Lessee shall not be entitled to any abatement of rent except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent. Upon completion of such repair, the rent shall thereafter be paid as if no fire or other casualty had occurred.

(b) If restoration is not possible in accordance with reasonable estimate within a period of one hundred eighty (180) days, during normal working hours, this Lease and the term hereby granted will end as of the date of such damage or destruction and the rent will be apportioned as of the date of such damage or destruction and any rent paid in advance beyond such date shall be refunded to Lessee. Any obligation of Lessee to Lessor for any sum of money due under any provisions of this Lease shall survive any such termination of the Lease by Lessor.

(c) Lessor's obligation to restore shall not include fixtures, improvements or other property of Lessee or anyone claiming through or under Lessee. The words "restoration" and "restore" as used in this paragraph shall include repairs.

(d) Notwithstanding anything hereinabove contained in this paragraph, in the event that before or during the term of this Lease the Premises or the Building shall be damaged by fire or other casualty which shall have been occasioned by the act of Lessee or of its servants, agents, visitors, invitees or licensees there shall be no apportionment or abatement of the rent and, without prejudice to any other rights and remedies of Lessor, Lessor shall have the right but shall have no obligation to repair the Premises or the Building and to the extent that no insurance proceeds are available to Lessor for the cost of repair, Lessee shall reimburse and compensate Lessor within five (5) days of rendition of any statement to Lessee by Lessor for any expenditures made by Lessor in making any such repairs.

15. REMEDIES UPON DEFAULT:

(a) If one or more of the following events (herein called "events of Default") shall occur and shall be continuing for the time specified, that is to say,

(i) If Lessee shall fail to pay any rent when due in accordance with the terms of this Lease and shall default shall continue for a period of ten (10) days after written notice to Lessee of such default; or

(ii) If Lessee shall file a petition in bankruptcy or take or consent to any other action

seeking any such judicial decree or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or if any court of competent jurisdiction shall enter a decree or other adjudicating it a bankrupt or insolvent or if any trustee or receiver for Lessee or for any substantial part of its property be appointed or if any person shall file a petition for involuntary bankruptcy against Lessee and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof, or

(iii) If Lessee's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Lessee in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days of entry thereof, then and in such event Lessor, without declaring a termination of this Lease (which right is, however, unconditionally and absolutely reserved), may at its election exercise any one or more or all of the following remedies:

(1) Lessor with or without terminating this Lease may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Lessee's part to keep or perform or abide by any term, condition, covenant or agreement of this Lease or of the Rules and Regulations now in effect or hereafter adopted and Lessee shall reimburse and compensate Lessor within five (5) days of rendition of any statement to Lessee by Lessor for any expenditures made by Lessor in making such corrections or repairs.

(2) Lessor with or without terminating this Lease may immediately or at any time thereafter demand in writing that Lessee vacate the premises and thereupon Lessee shall vacate the Premises and remove therefrom all property thereon belonging to Lessee within three (3) days of receipt by Lessee of such notice from Lessor whereupon Lessor shall have the right to re-enter and take possession of the Premises.

(3) Lessor with or without terminating this Lease may immediately or at any time thereafter re-enter the Premises and remove therefrom Lessee and all property belonging to or placed on the Premises by, at the direction of or with consent of Lessee.

(4) Lessor with or without terminating this Lease may immediately or at any time thereafter release the Premises or any part thereof for such time or times and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable and Lessor may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such releasing; and Lessee shall pay all costs of such releasing including the cost of any such alterations and repairs to the Premises; and if this Lease shall not have been terminated, Lessee shall continue to pay all rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent lessee of part or all of the Premises and thereafter Lessee shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent collected from any such subsequent lessee or lessees and the rent reserved in this Lease but Lessee shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.

(5) Lessor may immediately or at any time thereafter terminate this Lease and this Lease shall be deemed to have been terminated upon receipt by Lessee of written notice of such termination and upon such termination Lessor shall have and recover from Lessee all damages Lessor may suffer by reason of such termination including without limitation the cost (including legal expenses and reasonable attorney's fees) of recovering possession of the Premises, the cost of any alteration of or repair to the Premises which are necessary or proper to prepare the same for releasing and in addition thereto Lessor at its election shall have and recover from Lessee

either.

- (i) an amount equal to the excess, if any, of the total amount of rents to be paid by Lessee for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease or
 - (ii) the rent which Lessor would be entitled to receive from Lessee pursuant to the provisions of subparagraph (2) above if the Lease were not terminated and such election shall be made by Lessor by serving written notice of its choice of one of the two said alternatives upon Lessee within thirty (30) days of the notice of termination.
 - (b) In the event of any re-entry of the Premises by Lessor pursuant to any of the provisions of this Lease, Lessee hereby waives all claims for damages which may be caused by such re-entry by Lessor and Lessee shall save Lessor harmless from any loss, cost (including legal expenses and reasonable attorney's fees) or damages suffered by Lessor by reason of such re-entry and no such re-entry shall be considered or construed to be a forcible entry.
 - (c) No course of dealing between Lessor and Lessee or any delay on the part of Lessor in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Lessor hereunder, nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
 - (d) The exercise by Lessor of any one or more of the remedies provided in this agreement shall not prevent the subsequent exercise by Lessor of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Lessor, be exercised alternatively, successively or in any other manner in addition to any other rights provided by law or in equity.
 - (e) In the event of occurrence of any Event of Default, Lessor shall be entitled to employ an attorney to represent it, and the Lessee shall hold harmless the Lessor from any loss (including reasonable attorney's fees) which it may suffer by reason of such default.
16. SUBROGATION: Lessee agrees that this Lease is and shall remain subject and subordinate to, and may be assigned as security for, any present and all future ground leases or underlying leases of the Building or of the real property upon which the Building is located and to and for all mortgages or deeds of trust which may now or hereinafter affect such leases or the Building or the real property upon which the Building is located and to and for all renewals, modifications, consolidations, replacements and extensions thereof. Lessee shall execute promptly and deliver to Lessor any certificate or other writings Lessor may request evidencing the subordination of this Lease to, or the assignments of this Lease as additional security for, such ground lease, underlying lease, mortgage or deed of trust. In the event the Building or a leasehold interest in the Building or the real property upon which the Building is located is sold pursuant to a power of sale contained in any mortgage or deed of trust, or in the event any mortgagee or trustee shall enter into possession after default by Lessor, Lessee agrees, in the event such purchaser shall request, to execute an attornment agreement with such purchaser, mortgagee, or trustee, not in conflict herewith.
17. CONDEMNATION: In the event the whole or any part of the Building shall be taken by eminent domain or in any manner for public use as would render the Building unsuitable for Lessee's use, the Lessor or Lessee may terminate the estate hereby granted and all rights hereunder

shall expire as of the earlier of the date when title to or the right to possession of the Building or any part thereof shall vest in or be taken by public authority, and any rent paid for any period behind this date shall be refunded to Lessee. Lessee shall have no claim for any award or payment which may be paid to Lessor or made for Lessor's benefit in connection with such condemnation or acquisition for public use and Lessee shall have no claim or rights as against Lessor or the value of any unexpired term of this Lease. Lessee may, however, bring its own independent action for damages by reason of the taking of the Premises occasioned to Lessee's leasehold interest. Provided, however that the widening of streets abutting the land on which the Building is taken in connection therewith.

18. QUIET ENJOYMENT. Lessor agrees that Lessee on paying the rent and performing all terms and conditions of this Lease shall quietly have, hold and enjoy the Premises for the term hereof.

19. NOTICES: Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, postage prepaid and addressed:

If to the Lessor:

City of Greensboro
Greensboro Public Library
(Attn: Brigitte H. Blanton)
219 N. Church Street
Greensboro, North Carolina 27401
brigitte.blanton@greensboro-nc.gov
Repairs: (336)575-3569 Monday through Friday 8:00 a.m. until 5:00 p.m.
After hours call (336)373-2222

If to the Lessee:

Say Yes To Education, Inc.
Eugene Chasin, Chief Operating Officer
320 Park Avenue, 21st Floor
New York, New York 10022
echasin@sayyestoeducation.org
Telephone: (860) 240-1272
Direct: (917) 558-0676

20. SUCCESSOR AND ASSIGNS: The provisions of this Lease shall be binding upon and inure to the benefit of the Lessor, Lessee and their respective successors, legal representatives and assigns. It is understood and agreed, however, that in the event of any sale or sales of the property, the Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder accruing or arising thereafter. Should the Land and the entire Building be savored as to ownership by sale and/or lease, then the owner of the entire Building or lessee of the entire Building has the right to lease space in the Building to tenants shall be deemed to be the "Lessor". Lessee shall be bound to any succeeding party Lessor for all the terms, covenants and conditions hereof and shall execute an agreement with such succeeding party Lessor not in conflict herewith at the request of any succeeding party Lessor.

21. END OF TERM, HOLDING OVER: Upon the expiration of the term or other termination of this Lease, Lessee shall quit and surrender to Lessor the Premises broom clean, in good order and

condition, ordinary wear and tear expected and Lessee shall remove from the Premises all of its property.

22. COMPLIANCE BY LESSEE WITH GOVERNMENTAL REGULATIONS: In the performance of any acts required of or permitted Lessee under any provisions of this Lease, Lessee shall obey and comply with all lawful requirements, rules, regulations and ordinances of all legally constituted authorities, existing at any time during the continuance of such performance, in any way affecting the Premises or the use of the Premises by Lessee. Such compliance shall include, but not be limited to, compliance by Lessee with the requirements of the Occupational Safety and Health Act, and all amendments thereto, as the same applies to the Lessee's use of the Premises, and should such Act require any alteration or addition to the premises, Lessee shall perform the same at its expense, with approval of Lessor for plans and specifications prepared in accordance with such performance. Lessee shall promptly pay and discharge any and all licenses, imposts, liens or other charges arising out of or in connection with the performance of any act required of or permitted Lessee hereunder and shall keep the Premises free and clear from any and all such liens or charges.

23. E-VERIFY: The Lessee certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Lessee also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

24. NON-DISCRIMINATION REQUIREMENTS: The Lessee shall not discriminate against any worker, employee or applicant or any other member of the public on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity nor otherwise commit any other unfair employment process.

25. MEMORANDUM OF LEASE: The parties agree that this Lease Agreement shall not be recorded. In lieu thereof, a Memorandum of Lease may be recorded by the Lessor, and both parties agree to execute such a Memorandum of Lease.

26. Lessor warrants that it has the power and authority to enter into this Lease Agreement and that the person executing this Lease Agreement has the authority to do so.

27. GOVERNING LAW: This Lease shall be construed according to and governed by the laws of the State of North Carolina.

28. INTEGRATION AND BINDING EFFECT: The entire document, intent and understanding between Lessor and Lessee is contained in the provisions of this Lease and any stipulations, representations, promises or agreements, written or oral made prior to or contemporaneously with this gender shall be deemed to include the feminine and the neuter to writing herein. The terms "Lessor" and "Lessee" and ALL pronouns relating thereto shall be deemed to mean and include corporations, partnerships and individuals as may fit the context and the masculine gender shall be deemed to include the feminine and the neuter and the singular number to the plural. This agreement shall be governed by and construed pursuant to the law of the State of North Carolina.

If the parties have agreed to any terms, conditions or understandings in addition to, or different from those contained above, all of such additional or different terms, conditions or understandings are set forth in Exhibit A and Exhibit B attached to and forming a part hereof which refers to the paragraph numbers(s) of the foregoing agreement in each and every instance in which the parties have agreed to terms, conditions or understandings different from those set forth in the foregoing provision

EACH PARTY TO THIS AGREEMENT HAS A SEPARATE SIGNATURE PAGE

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DRAFT

1. ns.

DRAFT

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement in triplicate originals, the day and year first above written.

Say Yes To Education, Inc.
Eugene Chasin, Chief Operating Officer

Say Yes To Education, Inc.
Mary Vigue, Executive Director

Witness (Printed Name)

Witness (signature)

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Recommended by:

Brigitte H. Blanton, Library Director

CITY OF GREENSBORO This instrument has been preaudited in the
manner required by the Local Government Budget
and Fiscal Control Act

City Manager

Finance Officer

Attest:

Approved as to form:

City Attorney

City Clerk

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