

LEASE AGREEMENT

1. THE PARTIES. This Lease Agreement is made and entered into on _____, 2025, by and between:

The Lessor, Goldsboro Family YMCA (hereinafter referred to as "Lessor"), and the Lessee, Wayne STEM Academy ("Lessee").

2. GRANT OF LEASE. Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Lessee, does hereby lease to Lessee, and Lessee does hereby lease from the Lessor, the property described herein (the "Leased Premises") with all of the improvements located thereon.

3. LEASED PREMISES AND LIMITED USE SCHEDULE. The Leased Premises is described as follows: approximately 12,000 square feet of space located at 900 S. Harding Dr, Goldsboro, North Carolina, 27534.

The Lessee's use and access to the Premises is limited to 5:45 am–3:00 pm, Monday through Friday, excluding holidays and scheduled school breaks. All obligations under this Lease—including maintenance, security, insurance, and indemnification—shall only apply during these hours.

If the Lessee uses the Premises for any portion of a day outside the specified times, such use is subject to Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion (email consent accepted).

4. INITIAL TERM. This Lease shall have access to and use of the Premises starting on August 17, 2025, (the "Commencement Date,") and ending on June 6, 2026.

5. OPTION TO EXTEND. Lessee shall have the right to extend this Lease Agreement for one term only (from August 17, 2026 through June 4, 2027) by giving written notice via trackable mail to the Lessor no less than 90 days prior to the expiration of the Initial Term.

6. RENT. Notwithstanding the full term of access, rent shall be paid over a ten-month period, with total rent for the term being Eighty Thousand Dollars (\$80,000.00). The Lessee shall pay \$8,000.00 per month, with the first payment due August 30, and subsequent payments due on the last day of each month from August through May, for a total of ten (10) equal monthly payments.

7. RENT PAYMENT. Acceptable methods of payment: ACH (electronic bank transfer), Cash, Check.

8. SECURITY DEPOSIT AND PLAYGROUND RESURFACING. The Lessee will pay a security deposit of \$1,375.00, which shall be held by Lessor as security for the full and faithful performance of the terms of this Lease by Lessee. This amount shall be provided to the Lessor after execution of the Lease and prior to the Commencement Date (August 17, 2025). This deposit, less amounts necessary to cure Lessee's default under this Lease, shall be returned to the Lessee in accordance with North Carolina law within 30 days of the conclusion of the rental term.

In addition, the Lessee agrees to pay Lessor \$1,625.00 which Lessor shall use toward the total cost of resurfacing the playground. The Lessee understands and agrees that this \$1,625.00 for playground resurfacing is non-refundable, regardless of the duration or outcome of the Lease.

9. USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee, and the Lessee is hereby agreeing, to lease the Premises for Facilities for an elementary public charter school and its before-school program.

Any change in use or purpose of the Premises other than as described above shall be permitted only upon prior written consent of Lessor, which may be withheld in Lessor's sole discretion; otherwise, the Lessee shall be considered in default of this Lease Agreement. Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy of the Premises. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules, or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises.

10. EXCLUSIVE USE. Lessor shall not lease any other space available for lease on this property to any tenant that is engaged in the same or similar business as the Lessee without Lessee's written consent. Nothing herein is intended to restrict the use of the property for the programs and functions of the Lessor as historically conducted by Lessor prior to the term of this Lease.

11. UTILITIES. The Lessor shall be responsible for establishing, maintaining, and paying for all utilities.

12. TENANT'S BUSINESS LIABILITY INSURANCE. The Lessee shall provide and maintain personal liability and property damage insurance for its business. The Lessee will designate the Lessor as an "additional insured". The Lessee will provide the Lessor with a copy of such insurance certification or policy prior to taking possession of the leased premises. The insurance must, at minimum, protect and indemnify the Lessor of any injury, death, or property damage to occur on the property, or resulting from Lessee's business operations, to the limits of \$1,000,000.

13. REPAIR AND MAINTENANCE: The following outlines the responsibilities of the lessor and the lessee with regard to maintenance and repairs.

(a) **Lessor Responsibilities.** The Lessor shall, at its sole cost and expense, be responsible for the maintenance, repair, and replacement of all major building systems and structural components which may become necessary according to industry standard. This includes but is not limited to the foundation, roof, exterior walls, HVAC system, electrical system, plumbing (except for minor plumbing fixtures), and fire systems. The Lessor also is responsible for ensuring that the Leased Premises remain in compliance with applicable building codes and safety regulations. Notwithstanding anything to the contrary contained herein, Lessee shall promptly repair and pay all costs to repair damage to the Premises caused by Lessee's intentional acts or negligence.

(b) **Lessee Responsibilities.** The Lessee shall, at its sole cost and expense, be responsible for routine and minor maintenance of the interior portions of the Premises that it occupies. This

includes but is not limited to maintain cleanliness, unclogging toilets, replacing batteries and light bulbs, and keeping the Premises in good order during the hours of its use. Moreover, the Parties acknowledge that the Lessee only occupies the Premises for the days and times described in Section 3, above, and shall have no responsibility for maintenance issues arising from activities occurring outside of those hours or days. Lessee will not make or suffer any waste of the Premises or permit anything to be done in or upon the Premises creating a nuisance thereon. Lessee shall make no offensive use of the Demised Premises. Lessee covenants and agrees to take good care of the Premises and upon the termination or expiration of this Lease, including any extension thereof, to surrender the Premises in as good a condition as the Premises was in at the beginning of this Lease, ordinary wear and tear excepted.

- (c) **Notification and Access.** The Lessee agrees to promptly notify the Lessor in writing of any damage or need for repair that is the Lessor's responsibility. The Lessee also agrees to grant the Lessor reasonable access to the Premises to perform necessary repairs or inspections.

14. FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

15. PARKING. Non-exclusive parking shall be provided to the Lessee on the Premises. There is no set number of parking spaces provided to the Lessee. There shall be no fee charged to the Lessee for the use of the Parking Space(s).

16. LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises, the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien, and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

17. LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

18. SALE OF PROPERTY. If the Lessor sells or transfers ownership of the building (including the Premises), or if the building is transferred to a new owner through foreclosure or the exercise of a mortgage lender's power of sale, the Lessee agrees to recognize and accept the new owner as the Lessor under this Lease. All of the Lessee's rights and obligations under this Lease will remain in effect, and the Lessee will continue to perform under the Lease as if the new owner were the original Lessor.

19. SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

20. DAMAGE TO LEASED PREMISES. In the event that the leased premises is destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or intentional neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased Premises, then the rent shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted as is any wear and use of the Premises by Lessor or any other Lessee. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or Lessee's guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring Lessee's contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

21. HAZARDOUS MATERIALS LAWS. The Lessee shall comply with all Hazardous Materials Laws in connection with its use and occupancy of the Premises. The Lessee shall not cause or permit any hazardous substances to be used, generated, stored, or disposed of on or about the Premises, except in compliance with applicable law and only to the extent necessary for routine school operations. The Lessor represents that, to the best of its knowledge, the Premises complies with all applicable Hazardous Materials Laws as of the commencement of the Lease Term and that no hazardous substances have been released on the property in violation of applicable law. The Lessor shall be responsible for any remediation required as a result of pre-existing environmental conditions not caused by the Lessee.

22. LESSEE'S DEFAULT AND POSSESSION. If the Lessee does not pay rent or other required expenses when they are due or otherwise fails to meet the terms of this Lease, Lessee shall have 30 days after receiving notice to remedy the problem. If the Lessee has not remedied the problem within 30 days, the Lessor may terminate the Lease and take back possession of the property. The Lessor may also begin efforts to lease the property to another party and may remove and dispose of Lessee's items without liability to Lessee or store the Lessee's items at the Lessee's expense. Additionally, the Lessor may sue the Lessee for unpaid rent or other damages and pursue all available legal remedies. In the event of any such default and possession and entry by Lessee, Lessor may re-let the Premises for the

remainder of said term for the highest rent obtainable and may recover from Lessee any deficiency between the amount so obtained, as well as all necessary and incidental expenses in connection with such re-letting, including without limitation, all repossession costs and legal expenses. Said entry and re-letting by Lessor shall be without prejudice to Lessor's other legal rights and remedies.

23. LESSOR'S DEFAULT. If the Lessor fails to meet their obligations under this Lease, the Lessee may send written notice to the Lessor stating the duties or obligations that have not been fulfilled. If the Lessor does not correct the issue within 30 days of receiving the notice—unless more time is reasonably needed to fix the problem according to standard industry practice—then the Lessor will be considered in default, and the Lessee has the right to terminate the Lease and will no longer be responsible for any remaining obligations. Additionally, the Lessee may pursue any and all remedies available under law or equity, as appropriate.

24. DISPUTES. If any dispute should arise in relation to this Lease Agreement (excluding a claim by Lessor involving default by Lessee in payment of rent or other expenses due under this Lease), the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation with a mediator licensed in the State of North Carolina. If the Lessor and Lessee fail to resolve the dispute through mediation, then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association. The Parties waive their rights to file any claim in any court prior to the arbitration process required as set forth herein (excluding a claim by Lessor involving default by Lessee in payment of rent or other expenses due under this Lease).

25. INDEMNIFICATION. To the extent permitted by North Carolina law, the Lessee agrees to indemnify and hold harmless the Lessor from claims for bodily injury or property damage arising directly from the negligent or intentional acts or omissions of the Lessee, its employees, or agents, in connection with the Lessee's use or occupancy of the premises. Such indemnification shall not extend to any claims resulting from the Lessor's own negligence or misconduct, pre-existing or latent defects on the Premises not caused by the Lessee, or the acts or omissions of third parties not under the control of the Lessee. Nothing in this Lease shall be construed to require the Lessee to indemnify or defend the Lessor in violation of any limitation on liability or waiver of immunity applicable to the Lessee under North Carolina law.

26. BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased Premises and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

27. SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way

affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

28. SIGNS AND SYMBOLS. Lessee shall not place on any exterior door, wall, or window of the premises any sign or advertising matter without Lessor's prior written consent. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

As Lessee is a public school, Lessor agrees to remove, cover, or securely store all religious symbols, icons, artwork, statutes, crucifixes, and other related signs from leased Premises during the hours of the Lessee's occupancy. Such items must not be visible to students or staff during the school's operational hours.

29. CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises. Based on such inspection and the representations below, the Lessee agrees to lease the Premises in its current condition strictly on an "as is, where is, with all faults" basis, with no right of set-off or reduction in the monthly rent,, subject to the following terms:

- **Cleaning and furniture removal.** Prior to the Commencement Date, the Lessor shall clean the Premises and remove or store its furniture so that the Lessor may furnish the space as needed for its operations.
- **Window Blinds.** The Lessor agrees to install blinds on the windows prior to the Commencement Date as discussed and mutually agreed upon with the Lessee.
- **Air Quality.** The air quality systems of the Premises are maintained by the Lessor. The Lessee may, at its sole expense, conduct independent air quality testing. The Lessor agrees to review the results in good faith and reasonably cooperate in addressing any material concerns identified.
- **Water testing.** The Lessor agrees to permit the Lessor to conduct water quality testing. If the results reveal any condition that poses a health or safety risk, the Lessor agrees to reasonably support and implement necessary updates or corrective measures.

The Lessee affirms that the Premises appear to be in good condition; however, nothing in this Section shall be construed as waiving or limiting the Lessor's obligation to maintain the Premises in a safe and tenable condition, or the Lessee's right to notify the Lessor of any defect, hazard, or non-compliance discovered after the Commencement Date.

30. AMERICANS WITH DISABILITY ACT. The Lessor and Lessee acknowledge that Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., applies to the Lessee as a public

educational institution. The Lessee shall be responsible for ensuring that its operations and programs conducted on the Premises comply with the ADA and any applicable state or local disability access laws. The Lessee shall be responsible, at its sole cost, for any alterations or accommodations required within the interior of the Premises to comply with the ADA as it pertains to its use and occupancy. The Lessor shall be responsible, at its expense, for ensuring that the base building, common areas, parking lots, and exterior access routes of the Premises are ADA compliant at the time of delivery of the Premises and shall maintain such compliance during the term of the lease, except for modifications required as a result of the Lessee's specific use or operations.

31. RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents, having given the appropriate notice to Lessee, shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

32. ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

33. WAIVER. Waiver by Lessor or Lessee of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

34. GOVERNING LAW. This Lease shall be governed by the laws of the State of North Carolina .

35. NOTICES. Any notice, request, demand, consent, or other communication required or permitted under this Lease ("Notice") shall be in writing and shall be deemed duly given (i) upon personal delivery, (ii) on the date sent if delivered by nationally recognized overnight courier with confirmation of delivery, (iii) three (3) days after deposit in the U.S. Mail, first-class, postage prepaid, or (iv) on the date sent if sent by email, provided that the sender does not receive an automatic error message or other indication that the email was not delivered.

All Notices shall be addressed to the Parties at the addresses (including email addresses) set forth below, or to such other address or email address as a Party may designate by written Notice in accordance with this Section.

Lessor

Goldsboro Family YMCA
1105 Parkway Drive
Goldsboro, NC 27534
mark.pritchett@goldsboroymca.org

With a copy to:

Warren, Kerr, Walston, Taylor & Smith, LLP, counsel for Lessor

117 Ormond Avenue,
Goldsboro, NC 27530

Lessee

Wayne STEM Academy
2950 Summit Rd.
Goldsboro, NC 27534
Todd.Forgette@waynestem.org

With a copy to:

Stella Law, Counsel for Lessee
4711 Hope Valley Road, #4F-429
Durham, NC 27707

36. AMENDMENT(S). No amendment of this Lease shall be effective unless put in writing and signed by both parties.

37. SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid, or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

38. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

39. INDEBTEDNESS OF LESSEE. No indebtedness of any kind incurred or created by the Lessee shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the Lessee shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

LESSOR SIGNATURE

Signature _____ Date _____

Printed Name _____

Title _____

LESSEE SIGNATURE

Signature _____ Date _____

Printed Name _____

Title _____

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of _____

County of _____, ss.

On this ____ day of _____, 20____, before me appeared _____, as the **LESSOR(S)** of this Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: _____

My commission expires: _____

(Seal)

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of _____

County of _____, ss.

On this ____ day of _____, 20____, before me appeared _____, as the **LESSEE(S)** of this Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: _____

My commission expires: _____

(Seal)