

STATE OF GEORGIA
COUNTY OF FANNIN

THIS LEASE made this 1st day of May, 2016

between CITY OF BLUE RIDGE

having its principal office at 480 West First Street
Blue Ridge, Georgia 30513
(herein called "Landlord") and

Blue Ridge Scenic Excursions LLC
10060 Skinner Lake Drive
Jacksonville, FL 32246
(herein called "Tenant").

Premises and Terms

1. Landlord hereby leases to Tenant and Tenant hereby rents and leases from Landlord the entire railroad depot at 241 Depot Street, Blue Ridge, Georgia 30513, and the caboose sitting outside the depot; but excluding the surrounding deck (hereinafter called "Depot"), and being a part of the property more specifically described within that quit-claim deed recorded at Deed Book 246, pages 814-821 of the Fannin County, Georgia deed records, for an initial term to commence on the first day of May, 2016 and expire April 30, 2021 ("Initial Term"). Upon expiration of the Initial Term, Tenant shall have the option to renew this lease for an additional term of five (5) years ("Extended Term") by notifying Landlord in writing of its intent to so renew on or before the expiration of the Initial Term. The Initial Term and the Extended Term together are hereinafter referred to as the "Term".

Rent and Special Events

2. Tenant shall pay to Landlord at 480 West First Street, Blue Ridge, Georgia 30513 or at such other place as Landlord designates in writing without demand, deduction or set-off, rental for the first year of \$43,176.48, payable in equal monthly installments of \$3,598.04 in advance of the first day of each month during the Initial Term beginning May 1, 2016. At the end of the first year on April 30, 2017, and every year thereafter during the Initial Term and/or Extended Term, the annual rental shall be increased by 3 ½ % over the previous year's rate or reflected a cost of living increase. These rates are set forth on Exhibit A, attached hereto and made a part hereof. Except for a license fee, which is sometimes referred to as an occupational fee, Landlord agrees that during the Initial or Extended Term, neither Landlord nor any political subdivision of Landlord shall charge or assess against or impose upon Tenant any franchise fee, ticket fee or any other tax, fee or charge of any nature or kind in connection with this Lease or Tenant's related conduct of business in the City of Blue Ridge. Should Tenant attract a special event to the City of Blue Ridge during the Term, including (for example) Thomas the Tank or The Little Engine That Could, Landlord agrees, subject to the availability of the park, to lease the

entire downtown park to Tenant for use in connection with the special event at the rate prescribed in the City of Blue Ridge's ordinance which outlines the rental rates, rules and regulations for use of the City's park.

Tenant Risk

3. Landlord shall not be liable to Tenant for any theft of or damage to any personal property brought into the Depot by Tenant, its employees, agents, contractors, licensees, and invitees, except where such theft or damage results from affirmative acts of negligence.

Repairs/Utilities

4. Landlord will keep the Depot in tenable condition including maintenance of heat pump and the exterior of the Depot at Landlord's expense. Tenant shall be responsible for the interior decoration and maintenance of the Depot, including replacing all light bulbs. Tenant shall be responsible for prompt payment of all utilities, including electric, telephone and waste services, to the extent that they are metered separately. Landlord will keep the exterior of the Depot in tenable condition including at its expense providing maintenance of the roof, gutters, walls and the like; landscaping services; and paying the utility costs associated with exterior lighting and decorations.

Purpose

5. Tenant shall use and occupy the Depot solely for the purpose of handling reservations and ticketing for the rail excursion to be provided by Tenant and to sell railroad souvenirs and for no other purpose. Tenant's use of Depot shall not violate any ordinance, law or regulations of any governmental body. Moreover, Tenant agrees to conduct its business in the manner of and according to the generally accepted written or unwritten code of ethics or principals of the business profession in which Tenant is engaged, and in the case of a breach of this covenant, Tenant agrees that Landlord may terminate either this Lease or Tenant's right to possession hereunder by giving Tenant sixty (60) days' notice to vacate.

Destruction or Damages to Depot

6. If the Depot is totally destroyed (or so substantially damaged as to be untenable) by storm, fire, earthquake or other casualty, the Lease shall, at the option of either party, by giving notice with thirty (30) days of such destruction or damage, terminate as of the date of such destruction or damage, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Depot is damaged or is rendered wholly untenable by any such casualty and Landlord shall abate in proportion to the area of the Depot which cannot be used or occupied by Tenant as a result of such casualty and Landlord shall restore Depot within 120 days of the date of such casualty unless prevented from doing so for reasons beyond Landlord's control, in which event such restoration period shall be so extended. In no event shall rent abate if damage or destruction to the Depot is the result of negligence of Tenant, its agents or employees. Notwithstanding the foregoing, Tenant shall not be responsible for any pre-existing termite or

other pest damage in the Depot. Landlord will remedy and repair all termite or other pest infestations on a monthly basis as required.

Default

7. If Tenant defaults by failing to pay rent or other charges as due hereunder and does not cure such default within ten (10) days after receipt of written notice thereof; or if Tenant defaults in performing any other of Tenant's obligation hereunder and fails to cure default within thirty (30) days after written notice from Landlord; or if Tenant files for or is adjudicated as bankrupt; or if a permanent receiver is appointed for Tenant's property, including Tenant's interest in the Depot, and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if the Depot or Tenant's effects or interest therein should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, all rental and other charges then due or reserved herein shall immediately be due and payable to Tenant. Landlord may, at its option, at one or within six (6) months thereafter (but only during continuance of such default or condition) terminate this Lease by written notice to Tenant. Upon such termination by Landlord, Tenant will at once surrender possession of Depot to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Depot and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Re-Letting by Landlord

8. Landlord as Tenant's agent may, without termination of this Lease, upon Tenant's breach of this Lease as defined hereinabove, at Landlord's option, upon written notice to Tenant, rent the Depot at the best price obtainable by reasonable effort, without advertisement, and by private negotiations and for any term Landlord deems proper.

Early Termination

9. No termination of this Lease prior to the normal ending thereof by the lapse of time or otherwise shall affect Landlord's right to collect rent and all other charges due, by acceleration as provided above, or otherwise hereunder.

Assignment and Subletting

10. Tenant may not, without prior written consent of Landlord endorsed hereon (which consent shall not be unreasonably withheld), assign this Lease or any interest hereunder, or sublet the Depot or any part thereof, or permit the use of the Depot by any party other than the Tenant. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon prior written consent of

Landlord. Subtenants or assignees shall become liable directly to Landlord for all obligations of Tenant hereunder with relieving Tenant's liability; provided that Landlord may, at its option, lease the whole or any portion of the Depot directly to Tenant's prospective subtenant or assignee, in which event Tenant shall be released from all liability with respect to the portion of Depot so leased.

Eminent Domain

11. If all of any substantial part of the Depot, or the land on which the Building stands or any estate therein is taken by virtue of eminent domain or is conveyed or leased in lieu of such taking, the Lease shall expire on the date when title shall vest, or the term of such lease shall commence, and any rent paid for any period beyond said date shall be repaid to Tenant. Widening of streets abutting the land which Building stands shall not affect this Lease, provided no part of Building is taken. Tenant shall be entitled to any part of any condemnation award or any payment in lieu thereof.

Entry

12. Provided Landlord gives Tenant prior notice, Landlord may enter Depot at reasonable hours to show Depot to mortgagees, or prospective purchasers or tenants, or to inspect the Depot, or to make repairs of Landlord under terms hereof or repairs to adjoining space within the Building. Such entry by Landlord shall not entitle Tenant to any rent abatement.

Subordination

13. This Lease shall be subject and subordinate to all underlying leases and to security deeds which may now or hereafter affect this Lease or the real property of which Depot from a part, and to all renewals, modifications, extensions, consolidations and replacements of such underlying leases and such security deeds. In confirmation of the subordination set forth in this Paragraph 13, Tenant shall at the request of Landlord or the holder of any underlying lease or security deed, execute and deliver such further instructions as may be desired by any holder of a security deed or by any Landlord under any such underlying lease.

No Waiver or Changes

14. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.

Notice

15. Any notice by either party to the other shall be valid if in writing and shall be deemed to be duly given only if delivered personally or sent by the registered or certified mail addressed (a) if the Tenant, at the addresses set forth below, and (b) if the Landlord, at

Landlord's address set forth above, or at such other address for either party as that party may designate by notice to other; notice shall be deemed given, if delivered personally, upon delivery thereof, and if mailed, upon the mailing thereof.

Blue Ridge Scenic Excursions LLC
10060 Skinner Lake Drive
Jacksonville, FL 32246
Attn: David C. Eyermann

With Copy to:

Blue Ridge Scenic Excursions LLC
10060 Skinner Lake Drive
Jacksonville, FL 32246
Attn: Leean Greenwald

Successors and Assigns

16. The provisions of this Lease shall bind and ensure to the benefit of Landlord and Tenant, and their respective successors, legal representatives, and where permitted assigns, it being understood that the term "Landlord", as used in this Lease, means only the owner, or the Tenant for the time being of the land and Building of which Depot are a part, so that in the event of any sale or sales of said property or of purchaser, or the Tenant, as the case may be, has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder during the period such party has possession of the land and Building. Tenant shall be bound to any succeeding party Landlord for all terms, covenants and conditions hereof and shall execute any attornment agreement not in conflict herewith at the reasonable request of any succeeding party Landlord.

Entire Agreement and Enforceability

17. The Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. If any term or provision of this Lease shall be invalid or unenforceable, the remaining terms and provisions hereof shall be affected thereby, of the application of any term or such term or provision shall remain applicable as to those persons or circumstances to which it shall valid and enforceable, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Gender

18. The parties "Landlord", "Tenant" and Agent and pronouns related thereto, as used herein, shall include male, female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

No Estate in Land

19. It is understood and agreed that Tenant has only a usufruct under this Agreement, which is not subject to levy and sale, and that no estate shall pass out of Landlord to Tenant hereunder with Tenant rights to the use of the Depot being solely contractual. The Tenant shall not mortgage or pledge the property, lease or contract the property as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the property, or lease, or both.

Time is of the Essence

20. Time is of the essence in this Agreement.

Fire and Casualty Insurance

21. Either Landlord or Tenant may elect to insure their respective interests against loss by fire or other casualty, and shall be solely responsible for payment of premiums incurred for such insurance. Neither Landlord nor Tenant shall have any right or claim to proceeds of the other party should a compensable loss occur.

Public Liability Insurance

22. Tenant shall as a condition of this Lease carry public liability insurance on the Depot with an insurance company licensed by, and doing business in the State of Georgia, in an amount of not less than One Million (\$1,000,000) Dollars for single claim, Three Million (\$3,000,000) Dollars aggregate. Said policy of insurance shall name and include as a covered entity the City of Blue Ridge, a municipal corporation, as a named insured. It is further agreed that a copy of the original policy and all renewals shall be promptly furnished to the City of Blue Ridge. Failure to procure and maintain said insurance or to provide Landlord with a current policy shall be a condition of default of this Lease.

Indemnification

23. Tenant shall have sole responsibility for incurring liability for any injury to person or property caused by any act or omission of any person while on or in the Depot and agrees to indemnify and hold harmless the Landlord from any claim, suit, or demand made by any person. Further, the Tenant agrees to indemnify the Landlord and hold it harmless from any claim, suit, or demand arising out of any improvements to the Depot or any indebtedness or obligations incurred by the Tenant in making any such improvement to the Depot). The indemnification by Tenant of Landlord shall include any judgments, costs, claims, expenses, attorney's fees, and all other costs, fees, and assessments arising from any such claim or improvement related to the Depot.

WITNESS WHEREOF, the parties herein above hereunto set their hands and seals, in duplicate, the day and year first above written. The City of Blue Ridge has authorized entry into this Lease by Resolution duly adopted and recorded in the minutes.

Signed, sealed and delivered
this _____ day of _____,
2016 in the presence of:

Landlord: CITY OF BLUE RIDGE

Witness

Donna Whitener, Mayor

Notary Public
My Commission Expires
[Affix Notary Seal]

Attest:

City Clerk (Seal)

Signed, sealed and delivered
this _____ day of _____,
2016 in the presence of:

Tenant: BLUE RIDGE SCENIC
EXCURSIONS LLC

Witness

By: _____

Office: _____

Notary Public
My Commission Expires
[Affix Notary Seal]

Attest: _____

Office: _____

EXHIBIT A

SCHEDULE OF ANNUAL RENTAL PAYMENTS

<u>YEAR ENDING</u>	<u>ANNUAL RENTAL</u>	<u>MONTHLY INSTALLMENTS</u>
Initial Term		
April 30, 2017	\$43,176.48	\$3,598.04
April 30, 2018	44,687.64	3,723.97
April 30, 2019	46,251.72	3,854.31
April 30, 2020	47,870.52	3,989.21
April 30, 2021	49,545.96	4,128.83
Extended Term		
April 30, 2022	\$51,280.08	\$4,273.34
April 30, 2023	53,074.92	4,422.91
April 30, 2024	54,932.52	4,577.71
April 30, 2025	56,855.16	4,737.93
April 30, 2026	58,845.12	4,903.76