

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE, hereinafter "Amendment", entered into by and between COLUMBUS, GEORGIA, a consolidated city-county government, hereinafter referred to as "Sublessor", and COLUMBUS DEPARTMENT OF PUBLIC HEALTH, hereinafter referred to as "Sublessee".

WHEREAS, Sublessor and Sublessee entered into a Sublease on July 1, 2020, hereinafter "Sublease", in regard to certain commercial premises located at 5601 Veterans Parkway, Columbus, Muscogee County, Georgia 31904, hereinafter referred to as "Property", all as is more particularly described in Exhibit "B" to such Sublease, the provisions of which Sublease are incorporated by reference herein and made a part hereof, except, only, as amended hereby;

WHEREAS, the parties hereto wish to allow Sublessee to lease additional space on the Property so as to build a storage building thereupon; to move a current storage building onto such additional space and to fence in the area of such additional space accordingly, and

WHEREAS, the Parties hereto desire to amend the provisions of such Sublease, all in accordance herewith and pursuant hereto.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the Parties hereto do agree as follows, to-wit:

¶1. ⁱⁱⁱ

There shall be added a new Sub-section (iv) to Sub-section (g) of Section 1, entitled "Definitions", of such Sublease, as follows, to-wit:

"1. Definitions.

(g) ⁱⁱⁱ(iv) (I) "Premises" shall also mean the area highlighted in red, more particularly shown on Exhibit "A", attached hereto and made a part hereof, consisting of approximately 12,150 square feet located at 5601 Veterans Parkway, Columbus, Georgia 31904, together with access of ingress, regress and egress thereto and therefrom and parking thereon.

(II) Sublessee is herewith granted permission by Sublessor to build, at its sole cost and expense, a concrete slab within such area highlighted in red on Exhibit "A" and to construct a 40' x 60' x 10' storage building thereupon, which structure may only be constructed with plans and specifications approved, in writing, by Sublessor in a first-class, substantial, good, and workmanlike manner, which storage building will be insulated with garage doors and have electricity, a bathroom and interior walls to have separate storage for vector equipment and storage supplies, as well as emergency preparedness equipment and supplies, and which utility usage shall be equitably prorated, all in accordance with Section 6 of the Sublease.

Please verify square ft. →

(III) In addition, Sublessee may, at its sole cost and expense, also move its existing 16' x 32' x 8' storage building onto such Premises, more particularly highlighted in red on Exhibit "A", but only at such location within the Premises as will receive Sublessor's prior written approval and which relocation of such latter storage building shall only be accomplished in a safe and workmanlike manner.

(IV) In addition, Sublessee may, at its sole cost and expense, fence the entire perimeter of such Premises highlighted in red on Exhibit "A", which fencing may only be emplaced upon submission of the plans and specifications of same and with Sublessor's prior written approval as to where such fencing is to be emplaced and the type, quality and specifications of same, and which fencing shall also be constructed in a first class, substantial, good, and workmanlike manner. Sublessee may park its vehicles and trailers within such Premises, but only if such vehicles and trailers are parked in an orderly fashion, which vehicles must be operable, neat and clean in appearance, to Sublessor's satisfaction.

(V) Sublessee shall be fully liable for any and all construction costs, damages to person and property, as well as claims, of whatsoever kind and nature, arising herefrom, and shall fully save, indemnify and hold Sublessor harmless on account thereof.

(VI) Sublessee shall be responsible, at its sole cost and expense, whatsoever, for obtaining all building permits, other permits, utility services and certificates of occupancy required in connection with the use and occupancy of such Premises. Sublessor agrees to cooperate with Sublessee to obtain such building permits, other permits, utility services and certificates of occupancy and agrees to execute such applications as may be required."

¶2.

As aforesaid, all provisions of said Sublease, as incorporated by reference herein and made a part hereof, are hereby amended, modified and supplemented, effective Feb 1, 2022, to conform herewith, but in all other respects shall continue in full force and effect, all as provided for therein, with the Parties hereto being bound by all of the original terms and conditions thereof, except, only, as is otherwise, expressly and specifically, amended, modified and supplemented herein.

¶3.

In the event of any conflict between the terms of said Sublease, dated July 1, 2020, and the terms hereof, then the terms hereof shall prevail, in all respects, so as to fully resolve any such conflict.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment, on this _____ day of _____, 20____, effective Feb 1, 20 22.

“Sublessor”

COLUMBUS, GEORGIA, a
consolidated city-county government

By: _____

Its: _____

(SEAL OF CITY)

“Sublessee”

COLUMBUS DEPARTMENT OF
PUBLIC HEALTH

By: _____

Its: _____

(SEAL)

EXHIBIT A



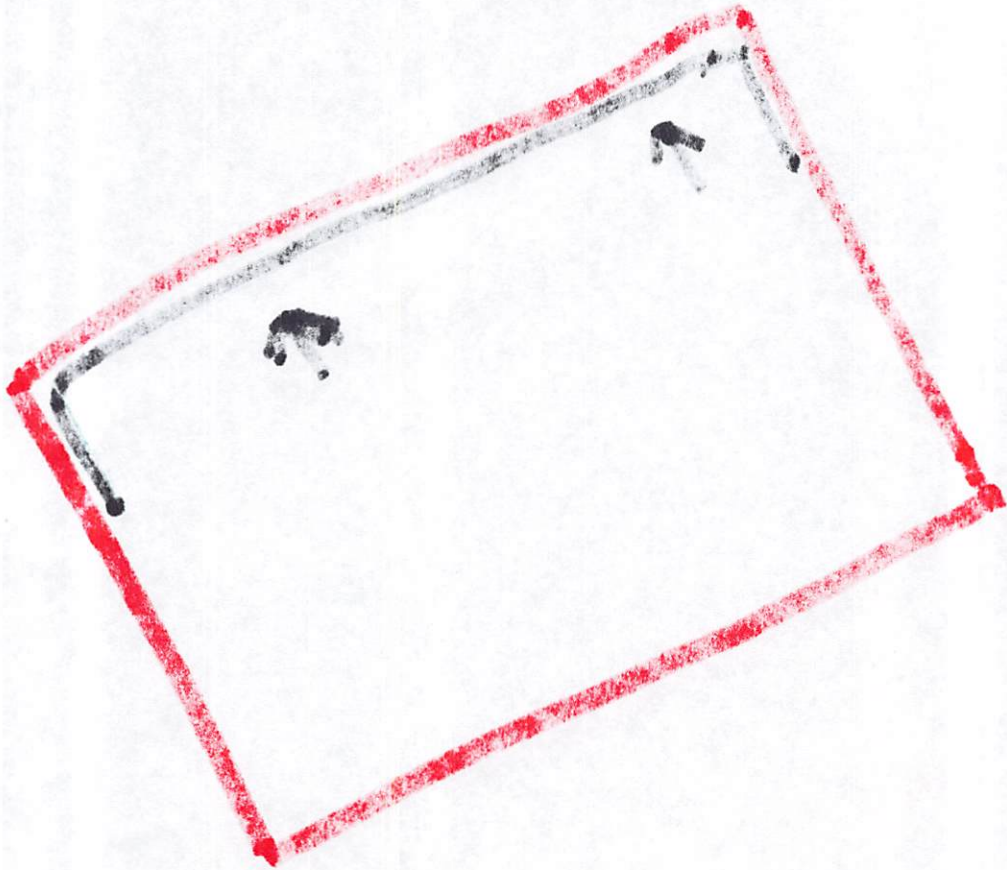


EXHIBIT "B"

This to be added
if it includes
the designated
area to add to
orig. Sublease

ALL THAT TRACT or parcel of land lying and being in Land Lot 56 of the 8th District, City of Columbus, Muscogee County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, begin at a point formed by the southern terminus of a mitered corner at the intersection of the northwesterly margin of the right-of-way of Veterans Parkway (right-of-way varies), and the southwesterly margin of the right-of-way of Whitesville Road (right-of-way varies); thence running southwesterly along the northwesterly margin of the right-of-way of Veterans Parkway, along the arc of a curve to the left, having a radius of 2889.93 feet, an arc distance of 267.59 feet to a drill hole found, which is the POINT OF BEGINNING; from the POINT OF BEGINNING, as thus established, thence continuing along the northwesterly margin of the right-of-way of Veterans Parkway, along the arc of a curve to the left (said arc having a radius of 2889.93 feet, and being subtended by a chord bearing South 2508'06" West, a distance of 385.63 feet), a distance of 385.92 feet to a rebar & cap set; thence leaving the northwesterly margin of the right-of-way of Veterans Parkway, and running North 6630'53" West, a distance of 312.88 feet to a rebar & cap set; thence running South 2357'42" West, a distance of 385.43 feet to a rebar & cap set; thence running along the arc of a curve to the right (said arc having a radius of 2460.15 feet, and being subtended by a chord bearing North 6339'27" West, a distance of 201.96 feet), a distance of 202.02 feet to a rebar & cap set; thence running North 6118'18" West, a distance of 24.63 feet to a rebar & cap set; thence running North 2340'00" East, a distance of 796.08 feet to an iron stake found; thence running South 6637'30" East, a distance of 428.88 feet to a knurled spike set; thence running South 4905'08" East, a distance of 127.90 feet to a drill hole found, which is the POINT OF BEGINNING; said property containing 7.209 acres, and being shown as Lot 500 on that certain map or plat entitled "Replat of Parcel One & Parcel Two, Plat of Lot 4, Part of Lot 5, Block "G", Property of Developers-Investors, Inc. and Adjacent Properties Lying in Land Lots 55, 56, 65 and 66, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc., dated 17 January 2011, and recorded in Plat Book 163, Folio 2 in the Office of the Clerk of the Superior Court, Muscogee County, Georgia and on that certain ALTA/ACSM Land Title Survey of Lot 500, Replat of Parcel One & Parcel Two, Plat of Lot 4, part of Lot 5, Block "G", Property of 5601 VPCG, LLC and First American Title Insurance Company, dated January 27, 2011, last revised February 16, 2011, prepared by Moon, Meeks, Mason & Vinson, Inc., and bearing the seal of A.B. Moon, Jr., GRLS No. 782.