

LESSOR'S AGREEMENT

Lender: Southern States Bank
615 Quintard Avenue
Anniston, AL 36201

Lessee/Sub- Tenant: Historic Westville, Inc./Camp David RV Resort, LLC

Premises: 3701 S Lumpkin Road
Columbus, GA

Lease Dated: 02/22/2017

Lessor: Columbus, Georgia, a consolidated city-county government

Lessor understands that in connection with the Lease, Sub-Tenant is obtaining a loan from Southern States Bank ("Lender"), said loan being guaranteed by the Small Business Administration hereinafter ("Loan") and acknowledges that the Loan is secured by a security interest in all of the Tenant's assets. For good and valuable consideration, Lessor agrees as follows:

- a. Lessor agrees to subordinate, upon the terms and conditions set forth in this Agreement, to Lender any and all liens, including distraint and levy, against the property of Sub-Tenant installed in the demised premises under the Lease ("Collateral"), in which property Lender has or will have a security interest as collateral for the Loan.
- b. Lessor agrees that in the event of default by Sub-Tenant under the Lease, Lessor will not terminate the Lease without giving Lender sixty (60) days written notice by certified mail of Tenant's default at the address identified above. Lender shall have the right, but not be required, to cure such default during the applicable cure period provided to Sub-Tenant under the Lease.
- c. Lessor shall grant access to the premises to Lender for purposes of removal by Lender of any property subject to Lender's security interest with the understanding that the Lender shall have the obligation to repair any damage to premises during removal. Lender shall remove all such property within sixty (60) days after termination of the Lease. Lender shall not have any duty or obligation to remove or dispose of any Collateral or other property left on the Premises by Sub-Tenant.
- d. Lessor certified that the undersigned has full authority to execute this Agreement.
- e. The Lessor acknowledges that the Sub-Tenant has assigned, or will assign, its interest in the Lease to the Lender (and its designees) as a security for the Tenant's obligations to the Lender. The Lessor hereby consents to such assignment as collateral and agrees that the Lender shall have no obligation under the Lease until the Lender notifies the Lessor in writing that the Lender or its designee has exercised its rights under the assignment from the Sub-Tenant.
- f. Landlord acknowledges that Sub-Tenant's allowance as set forth in the lease, in the amount of \$500.00 ("Sub-Tenant Allowance"), has been collaterally assigned to Lender. Landlord further agrees to deliver said Sub-Tenant Allowance directly to Lender if and when appropriate and necessary pursuant to the terms of the Lease.
- g. Except, only, as is otherwise expressly and specifically provided for herein, the obligations of the Lessee to Lessor under the Lease between Lessor and Lessee, dated February 22, 2017, and of Sub-Tenant to Lessor under the Lease between Sub-Lessor and Sub-Tenant, dated October 3, 2019, are not subordinated, in any way, whatsoever, hereunder and shall remain in full force and effect, all in accordance with the original provisions thereof, notwithstanding the provisions hereof.

Date: _____

LESSOR: Columbus, Georgia, a consolidated city-county government

By: _____

Its: _____