

**STATE OF GEORGIA
COUNTY OF MUSCOGEE**

LEASE

THIS LEASE is made and entered into this _____ day of _____, 2021, effective _____, 2021, by and between COLUMBUS, GEORGIA, a consolidated city-county government, ("Lessor") and KENNETH M. HENSON, JR. ("Lessee").

1. Definitions. For purposes of this Lease, the following terms shall have the following meanings, unless the context requires otherwise:

(a) "Additional Rent" shall mean all those payments required of Lessee and designated as Additional Rent below.

(b) "Basic Rent" shall mean the annual rental specified and provided for in this Lease.

(c) "Commencement Date" shall mean the date on which the term of this Lease commences, i.e. _____, 20____.

(d) "Lessor" shall mean the Lessor named in this Lease, together with Lessor's successors and assigns.

(e) "Laws" shall mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules and directives and all decisions of courts, administrative bodies, and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

(f) "Lessee" shall mean the Lessee named in this Lease, together with Lessee's successors and permitted assigns.

(g) "Lease" shall mean this Lease, together with any and all exhibits, which are a part of this Lease.

(h) "Lease Year" shall mean the twelve (12) month period beginning on the Commencement Date and ending at midnight of the day before the first anniversary of the Commencement Date, and any similar twelve month periods occurring throughout the term of this Lease.

(i) "Premises" shall mean 32,791 square feet of property, all as is more particularly shown on Exhibit "A" attached hereto and made a part hereof.

2. Lease of Premises. In consideration of the covenants and agreements to be performed by Lessee and for the rent and upon the terms and conditions stated, Lessor lets and leases the Premises to Lessee. Lessee takes and accepts from Lessor the Premises "AS IS, WHERE IS, WITH ALL FAULTS" condition and as suited for the use intended by Lessee. Lessor reserves unto itself the right to emplace and keep a dumpster on such Premises, together with access of ingress, egress and regress to and from same, so as to facilitate the use of such dumpster by the Lessor and by the general public. Lessee shall provide a suitable screen for such dumpster, as well as a curb cut, if necessary, for access to and from same, all of which enhancements to the Premises shall be at Lessee's sole cost and expense, with Lessee fully saving, indemnifying and holding Lessor harmless therefrom. The emplacement of such dumpster shall be at such location on the Premises as the Lessor deems appropriate, in its sole judgment and absolute discretion, but consistent with Lessee's

development of the Premises as a green space and for parking, all in accordance with the plan attached hereto and made a part hereof as Exhibit "B", the costs of which development, maintenance and upkeep shall be at Lessee's sole cost and expense, with Lessee fully saving, indemnifying and holding Lessor harmless therefrom.

3. Term.

(a) The initial term ("Initial Term") of this Lease shall commence on _____, 20____, and shall terminate at midnight on the day before the fifteenth (15th) anniversary of the Commencement Date, i.e. _____, 2035.

(b) Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, and specific written approval by resolution of Lessor's Council is given, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, except for the rent payable hereunder, which shall be adjusted in accordance with Section 4 (b) hereof, for an additional five (5) year period, commencing on the fifteenth (15th) anniversary date of the Commencement Date, and terminating at midnight, on the day immediately preceding the twentieth (20th) anniversary date of such Commencement Date, i.e. _____, 2040.

(c) Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, and specific written approval by resolution of Lessor's Council is given, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, except for the rent payable hereunder, which shall be adjusted in accordance with Section 4 (b) hereof, for an additional five (5) year period, commencing on the twentieth (20th) anniversary date of the Commencement Date, and terminating at midnight, on the day immediately preceding the twenty-fifth (25th) anniversary date of such Commencement Date, i.e. _____, 2045.

(d) Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, and specific written approval by resolution of Lessor's Council is given, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, except for the rent payable hereunder, which shall be adjusted in accordance with Section 4 (b) hereof, for an additional twenty (20) year period, commencing on the twenty-fifth (25th) anniversary date of the Commencement Date, and terminating at midnight, on the day immediately preceding the thirtieth (30th) anniversary date of such Commencement Date, i.e. _____, 2050.

(e) The options to renew herein granted to Lessee may, only, be exercised upon: (i) the giving of twelve (12) month's prior written notice of each such exercise by Lessee to Lessor; (ii) subsequent written approval of each such exercise by resolution of Lessor's Council, and (iii) Lessee's exercise, in accordance herewith, of any and all prior options to renew herein contained, with respective approval thereof by Lessor's Council, all in accordance herewith. The failure, or inability due to default, of Lessee to exercise the options herein granted, and/or the failure to obtain such written approval from Lessor's Council, all in accordance herewith, shall result in the termination of the within Lease as of the end of the term then in effect.

4. Rent.

(a) Lessee shall pay to Lessor, at Lessor's address for notice hereinafter set forth or at such other place as Lessor may specify, without any right of set-off or deduction and without any prior notice or demand, the Basic Rent of \$2,000.00 per annum, which sum shall be due and

payable as of the Commencement Date hereunder and as of the anniversary of each and every subsequent, consecutive and successive Commencement Date thereafter for the Initial Term hereof.

(b) Lessee shall pay to Lessor, at Lessor's address for notice hereinafter set forth, or at such other place as Lessor may specify, without any right of setoff or deduction and without any prior notice or demand, the Basic Rent for each renewal period hereunder as is mutually agreeable by and between Lessor and Lessee during any such twelve (12) month period prior to termination of any Initial or Renewal Term hereunder. Failure to mutually agree to the rental during such twelve (12) month period shall result in this Lease terminating and being of no further consequence or affect, whatsoever, at the end of the term then in effect, as if such notice of renewal had not been given hereunder.

(c) Lessee shall also pay, in a full and timely manner and as Additional Rent hereunder, the following: (i) premiums on all casualty and liability insurance required on the Premises under Section 15 hereof; (ii) the costs for all maintenance and upkeep with respect to the Premises required under Section 7 hereof, and (iii) any and all real estate taxes which may be assessed against the Premises or Lessee's leasehold interest therein, providing immediate written proof of such timely and full payment to Lessor, as and when paid.

5. Use. Lessee shall use the Premises only for the purpose of a green space and parking related to the commercial use and operation of his adjacent property, and for no other purpose, whatsoever. In no event shall Lessee use the Premises for any illegal purpose, in violation of any laws, or in any manner which constitutes a public or private nuisance. Lessee shall not do, bring or keep anything on or about the Premises that would increase the rates charged for, or cause cancellation of, insurance covering the Premises. Lessor does not make, and has not made, any representation regarding the zoning of the Premises. Lessee has determined that the use(s) contemplated by Lessee conform to and comply with zoning and all other Laws and represents to Lessor that they do.

6. Utilities. Lessee shall make all arrangements for, and shall pay when due, all charges for all utilities and services furnished to the Premises or used by Lessee with respect to the Premises, fully saving, indemnifying and holding Lessor harmless therefrom.

7. Repairs by Lessee. Lessee shall perform all maintenance, upkeep and repair of the Premises, of whatsoever kind and nature, and shall make all repairs and replacements to the Premises required for such maintenance, upkeep and repair, fully saving, indemnifying and holding Lessor harmless from any and all costs in regard thereto, of whatsoever kind and nature. Lessee shall, at Lessee's own cost and expense, put, keep, replace, maintain, and repair the Premises as required by this Paragraph 7, fully saving, indemnifying and holding Lessor harmless from any and all costs in regard thereto, of whatsoever kind and nature, so that at all times the Premises shall be in a good, safe, substantial, sightly, and first class condition. At the termination of the term of this Lease, Lessee shall leave the Premises in as built condition, excepting only ordinary wear and tear.

8. Alterations. Except as shown on Exhibit "B", attached hereto and made a part hereof, Lessee shall not, without Lessor's prior written consent, make any alterations, additions or improvements in or to the Premises nor paint or affix any sign or other object to the exterior of the Premises. All alterations, remodeling and improvements shall be made in compliance with applicable Laws, at Lessee's sole cost and expense, with Lessee fully saving, indemnifying and holding Lessor harmless from any and all costs in regard thereto, of whatsoever kind and nature, and which alterations, remodeling and improvements shall become Lessor's property and part of the Premises when made, unless Lessor directs Lessee, at his sole cost and expense, and upon termination of this

Lease, for any reason, whatsoever, to remove any of such alterations, additions or improvements, as well as temporary removable structures emplaced by Lessee pursuant hereto.

9. Legal Requirements. Lessee shall, at Lessee's sole cost and expense, fully saving, indemnifying and holding Lessor harmless from any and all costs in regard thereto, of whatsoever kind and nature, comply promptly with all laws affecting the Premises, if compliance is made necessary, in whole, or in part, by reason of Lessee's use or occupancy of the Premises, or by reason of Lessee's failure to comply fully with Lessee's obligations under Paragraph 7 of this Lease.

10. Hazardous Materials.

(a) Neither Lessee nor his agents, employees or contractors shall cause or permit hazardous materials to be brought upon, kept, or used in, on, or about the Premises, except as permitted under and in full compliance with all environmental laws. If Lessee obtain knowledge of the actual or suspected release of a hazardous material on or about the Premises, then Lessee shall promptly notify Lessor, and immediately begin investigation and remediation of such release, as required by all environmental laws.

(b) If Lessee breaches any obligation set forth in Paragraph 10(a) above, or if a release of a hazardous material is caused or permitted by Lessee or his agents, employees, or contractors, and such release results in contamination of the Premises and/or the surrounding area, then Lessee shall fully save, indemnify and defend Lessor (and Lessor's employees, agents and representatives) against, and fully protect and hold Lessor (and Lessor's employees, agents and representatives) harmless from any and all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), fines, penalties, and/or remediation expenses, of whatsoever kind and nature, (including, without limitation, reasonable attorneys' fees and consultants' fees, investigation and laboratory fees, and court costs and litigation expenses) that arise during or after the term of this Lease as a result of such breach or contamination.

11. Liens. Lessee shall not create nor permit to be created any lien, encumbrance or charge against the Premises or any part of the Premises. If any lien, encumbrance or charge is filed against any part of the Premises, Lessee shall cause the same to be discharged by payment, satisfaction or posting of bond within ten (10) days after the date filed. If Lessee fails to cause any lien, encumbrance or charge to be discharged within the permitted time, Lessor may cause it to be discharged and may make any payment which Lessor, in its sole judgment and absolute discretion, considers necessary in order to do so. If Lessor makes any such payment, all amounts paid by Lessor shall bear interest at the rate of eighteen percent (18%) per annum from the date of payment by Lessor and shall be payable by Lessee to Lessor upon demand.

12. Damage and Destruction. If the Premises are damaged or destroyed by fire, smoke, tornado, ice, wind, lightning, flood, water, explosion, riot, or other casualty, whatsoever, Lessee shall promptly repair and restore the Premises to the condition they were in immediately prior to any such damage or destruction, at his sole cost and expense, fully saving, indemnifying and holding Lessor harmless from any or all costs arising from any such damage or destruction.

13. Condemnation. If the Premises are required by the Lessor, which requirement would, in the ordinary course, require condemnation on the part of the Lessor, as if the Premises were owned by some other party, then the within Lease shall terminate upon the date Lessor gives Lessee notice of such termination. Any termination under this paragraph shall have the same effect as termination of the term of this Lease, and Lessor and Lessee shall account for Basic Rent, Additional Rent and other amounts payable by Lessee as of that date. Lessee shall not be entitled to assert any claim as

against Lessor for any such taking, in any way, whatsoever, except, only, for any acquisition of his personal property or improvements emplaced on the Premises as a result thereof, with all other claims, of whatsoever kind and nature, being expressly assigned by Lessee to Lessor herewith. For purposes of this paragraph, words and phrases referring to condemning or condemnation shall refer to statutory condemnation, exercise of the private or public power of eminent domain, proceedings in the nature of condemnation, and any sale or transfer made in lieu of or under threat of condemnation or exercise of the private or public power of eminent domain and shall include any such condemnation for permanent or for temporary use of, or interference with, any part or all of the Premises.

14. Indemnity. During the term of this Lease, Lessee shall pay, and shall fully protect, indemnify, save, and hold harmless Lessor from and against, all liabilities, damages, costs, expenses (including all attorney's fees and expenses of Lessor), causes of action, suits, claims, demands, and judgments, of any nature whatsoever arising from: (a) injury to or the death of persons or damage to property: (i) on the Premises, or (ii) in any manner arising out of or connected with Lessee's use, non-use, or occupancy of the Premises, or (iii) resulting from the condition of the Premises; (b) violation of any agreement, representation, warranty, provision, term or condition of this Lease by Lessee; and (c) violation of any law affecting the Premises or the occupancy or use thereof.

15. Insurance.

(a) Lessee shall procure, and maintain in full force and effect, at his sole cost and expense at all times during the term of this Lease, with insurers approved by Lessor: (1) comprehensive general liability insurance applicable to the Premises, with limits of liability of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence for injury to persons including death resulting therefrom, and \$1,000,000.00 per occurrence for damage to the property of others, with not more than a \$1,000.00 deductible; (2) casualty insurance with respect to Lessor's property on the Premises and any alterations, remodeling or improvements made or installed by Lessee on the Premises, in an amount equal to the full replacement value of the property insured, and which insures against the perils of fire, windstorm, earthquake, flood, riot, theft, vandalism, and malicious mischief; (3) casualty insurance with respect to Lessee's property on the Premises and any alterations, remodeling or improvements made or installed by Lessee on the Premises, in an amount equal to the full replacement value of the property insured, and which insures against the perils of fire, windstorm, earthquake, flood, riot, theft, vandalism, and malicious mischief, and (4) such other insurance on the Premises and Improvements and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated.

(b) All insurance required to be maintained pursuant to this paragraph shall: (1) name Lessor as an additional insured, as Lessor's interests may appear; (2) provide that the policy cannot be cancelled as to Lessor except after the insurer gives Lessor thirty (30) days prior written notice of cancellation; (3) provide that the policy cannot lapse if it is not renewed for any reason, except after the insurer gives Lessor thirty (30) days prior written notice of non-renewal; (4) provide that no material change in coverage provided by the policy shall be effective, except after the insurer gives Lessor thirty (30) days prior written notice of the change; (5) shall state that notice of any claim against Lessor shall be deemed to have occurred only when Lessor has received actual notice, and has actual knowledge of the claim; (6) not be subject to invalidation as to Lessor by reason of any act or omission of Lessee, and (7) such policies of insurance shall be obtained from a company or companies licensed to do business in the State of Georgia, reasonably acceptable to Lessor, and having an A.M. Best rating of A+ or better.

(c) Lessee shall not obtain or maintain in force any other insurance policy which might have the effect of reducing the loss payable to Lessor under the coverage required under this

paragraph. Immediately upon the issuance of the policy or policies required under this paragraph, Lessee shall deliver a duplicate original policy to Lessor, together with evidence satisfactory to Lessor that the premiums have been paid for a period of at least one year from the Commencement Date. Not less than thirty (30) days prior to the expiration of a policy required under this paragraph, Lessee shall pay the premium for renewal for a period of not less than one year and deliver to Lessor a renewal policy or endorsement evidencing the renewal, together with evidence satisfactory to Lessor that the renewal premium has been paid.

(d) Each such insurance policy shall contain a provision permitting Lessee to waive all rights of recovery by way of subrogation, for Lessee and Lessee's insurer, substantially in the following form: "This insurance policy shall not be invalidated, and shall remain in full force and effect, if the insured waives in writing prior to a loss any or all right of recovery against any party for a loss occurring to the property covered by this policy. Lessee waives, during the term of this Lease, any and all rights of recovery and claims against Lessor, Lessor's officers, employees and agents, to the full extent that indemnification is due under the insurance coverage required by this paragraph."

16. Sale by Lessor. Lessor's right to sell, convey, transfer, assign, or otherwise dispose of Lessor's interest in and to the Premises shall be unrestricted, and in the event of any such sale, conveyance, transfer, assignment, or other disposition by Lessor, then this Lease may, at the election of the new owner, be terminated with thirty (30) days' prior written notice thereof and with no further right, title, interest, or claim on the part of any party hereto or their respective successors or assigns, whomsoever.

17. Assignment by Lessee. Lessee shall have the right without Lessor's consent to assign this Lease to any entity which Lessee may merge or consolidate, to any subsidiary of Lessee, to any corporation under common control by Lessee, or to a purchaser of substantially all of Lessee's assets provided the use of the Premises remains the same. Lessee shall have the right to assign this lease to any purchase of the 1516 Uptown, LLC or sale of the property owned by 1516 Uptown, LLC south of 16th Street with Lessor's written consent which shall not be unreasonably withheld.

18. Removal of Personalty. Unless otherwise agreed to by Lessor and Lessee, at or prior to the termination of the term of this Lease, Lessee may not remove any personal property or fixtures which Lessee has permanently emplaced, installed or otherwise located on the Premises, except such personal property which is not attached to the Premises, provided that Lessee promptly restores the Premises to their condition immediately preceding the time such personal property and fixtures were located on the Premises. In the event that Lessee does not remove said personal property and/or fixtures, it shall become the property of Lessor, and Lessee shall pay all costs incurred by Lessor in the removal of the same.

19. Risk of Loss of Property and Risk of Injury. Lessor shall not, at any time, be liable for any loss of or damage to any property of Lessee or others in or upon the Premises, and Lessor shall not be liable to anyone for personal damage or injury in or upon the Premises.

20. Surrender. Upon termination of this Lease, Lessee shall surrender to Lessor the Premises in a first-class clean, sightly, and "as built" condition.

21. Tenancy at Sufferance. If Lessee remains in possession of the Premises after termination of the term of this Lease, without any distinct written agreement by Lessor, Lessee shall be and become a tenant at sufferance, at twice the annual rental then in effect, and there shall be no renewal or extension of this Lease by operation of law.

22. Right of Entry. Lessee shall permit Lessor and Lessor's representatives, agents and employees to enter the Premises at all times during Lessor's or Lessee's business hours, and at other reasonable times, for the purposes of exercising its reservation of rights hereunder; inspecting the Premises; making any repairs or replacements or performing any maintenance required of Lessee hereunder, which he has failed to make, and performing any work on the Premises that Lessor may consider necessary to prevent or cure deterioration, waste or unsafe conditions attributable to Lessee's failure to keep and maintain the Premises in accordance herewith and pursuant hereto. Nothing in this paragraph shall imply or impose any duty or obligation upon Lessor to enter the Premises at any time for any purpose, or to inspect the Premises at any time, or to do, or pay for, any work which Lessee is required to perform under any provision of this Lease, and Lessor has no such duty or obligation.

23. Lessor's Right to Act for Lessee. If Lessee fails to pay any Additional Rent or to make any other payment or take any other action when and as required under this Lease, Lessor may, without demand upon Lessee and without waiving or releasing Lessee from any obligation contained in this Lease, pay any such Additional Rent, make any such other payment or take any such other action required of Lessee. All amounts paid by Lessor pursuant to this paragraph, and all costs and expenses incurred by Lessor in exercising its rights under this paragraph, shall bear interest at the rate of eighteen percent (18%) per annum from the date of payment by Lessor and shall be payable by Lessee to Lessor upon demand.

24. Default.

(a) The following events shall constitute events of default by Lessee under this Lease: (i) Lessee shall fail to pay when due any Basic Rent, Additional Rent or other payment to be made by Lessee hereunder; (ii) Lessee shall fail to comply with any agreement, representation, warranty, term, or condition of this Lease (other than the payment of Basic Rent, Additional Rent, or any other payment to be made by Lessee hereunder), and shall not cure such failure within fifteen (15) days after Lessor gives Lessee notice of the failure; (iii) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of credits, or (iv) Lessee shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar Law or any statute of the United States or any state, or there shall be filed against or on behalf of Lessee a petition in bankruptcy or insolvency, or a similar proceeding, or Lessee shall be adjudicated bankrupt or insolvent in proceedings filed against or on behalf of Lessee.

(b) Upon the occurrence of any event of default, Lessor may pursue any one or more of the following remedies, separately or concurrently or in any combination, without any notice (except as specifically provided below) or demand, whatsoever, and without prejudice to any other remedy which Lessor may have: (i) Lessor may terminate this Lease by giving Lessee notice of termination, in which event Lessee shall immediately surrender the Premises to Lessor and this Lease shall be terminated at the time designated by Lessor in its notice of termination to Lessee, and, in such event, Lessor may enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises, by force, if necessary, without being liable for prosecution or any claim of damages, with Lessee hereby knowingly, intelligently and voluntarily waiving all rights to prior notice or hearing or both in the event Lessor seeks a dispossessory warrant against Lessee under the applicable laws of Georgia; (ii) with or without terminating this Lease, Lessor may take possession of the Premises and Lessor may re-lease the Premises, on such terms as Lessor may deem satisfactory, and receive the rent for any such re-leasing, in which event Lessee shall pay to Lessor, on demand, any deficiency that may arise by reason of such re-leasing; (iii) Lessor may do whatever Lessee is obligated to do under the terms of this Lease, in which event Lessee shall pay Lessor, on demand, for any expenses, including without limitation attorney's fees, which Lessor may incur in thus effecting compliance with Lessee's

obligations under this Lease; or (iv) Lessor may terminate this Lease and declare immediately due and payable all Basic Rent which is then due and which would otherwise have become due throughout the remaining term of this Lease (as if this Lease were not terminated, even if this Lease is terminated), together with all Additional Rent and all other amounts payable by Lessee, due and to become due under this Lease, in which event all such amounts, discounted to the present value thereof at a rate of seven (7%) percent, shall be immediately due and payable by Lessee.

(c) Lessor's pursuit of any one or more of the remedies stated in subparagraph (b) above shall not preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination. Lessor's pursuit of any one or more of the remedies provided in this Lease shall not constitute: (i) an election of remedies excluding the election of any other remedy or other remedies; or (ii) a forfeiture or waiver of any Basic Rent, Additional Rent or other amounts payable under this Lease by Lessee or of any damages or other sums accruing to Lessor by reason of Lessee's violation of any of the agreements, representations, warranties, provisions, terms, and conditions of this Lease. No action taken by, or on behalf of, Lessor shall be construed to be an acceptance of a surrender of this Lease. Lessor's forbearance, in pursuing or exercising one or more of its remedies, shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by Lessor of any right or remedy, on one occasion, shall be construed as a waiver of that right or remedy on any subsequent occasion, or as a waiver of any other right or remedy then or thereafter existing. No failure of Lessor to pursue or exercise any of Lessor's powers, rights or remedies, or to insist upon strict compliance by Lessee with any obligation of Lessee, and no custom or practice at variance with the terms of this Lease, shall constitute a waiver of Lessor's right to demand exact compliance with the terms of this Lease. Notwithstanding anything in this Lease to the contrary, no termination of this Lease prior to the normal termination by lapse of time or otherwise shall affect Lessor's right to collect Basic Rent and Additional Rent for the period prior to termination.

25. Landlord's Lien. Lessee hereby grants to Lessor a lien and security interest in any and all equipment, fixtures and personal property of Lessee located in, on or about the Premises during the term of this Lease as security for the full and prompt payment of all sums due to Lessor by Lessee hereunder. The lien and security interest hereby created shall be in addition to any landlord's lien created by law. In order to confirm the security interest granted hereby, Lessee agrees to execute such security agreements, financing statements and other documents and instructions as may be necessary in order for Lessor to perfect its security interest granted hereunder. Upon Lessee's default of any obligation hereunder, then, in addition to the remedies granted to Lessor in Paragraph 24 hereof, Lessee agrees that Lessor may exercise any and all such rights as Lessor may have at the time of such default as a secured party under the Uniform Commercial Code of the State of Georgia.

26. Late Charge. Notwithstanding anything to the contrary contained herein, should Lessee fails to pay any installment of Basic Rent or Additional Rent punctually on the due date thereof, Lessee shall pay to Lessor as additional rent the sum of Two Hundred and Fifty Dollars (\$250.00), per late payment. Provided, however, Lessor is not compelled to accept more than two (2) late payments with late charges per Lease Year hereunder.

27. Attorneys' Fees. If any claim is made hereunder by any party hereto, then in addition to any sums adjudicated as being due the prevailing party, the prevailing party shall also be entitled to recover reasonable attorney fees and costs in regard to pursuing such successful claim.

28. Time of Essence. Time is of the essence of this Lease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Lease.

29. Notices.

(a) Any notice, demand, request, consent, approval, or communication under this Lease shall be in writing and shall be deemed duly given to, or made upon, a party and shall be deemed properly served: (i) as of the date delivered personally; (ii) three (3) days after sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested; (iii) as of the date delivered by a nationally recognized overnight courier service, or (iv) as of the day sent by confirmable electronic (email) transmission (with a copy sent by first-class mail) to the other party at the addresses set forth below, or at such other address as such party may designate by notice to the other parties hereto:

If to Lessor: Columbus, Georgia
Attn: Pamela Hodge, Deputy City Manager of
Finance Planning and Development
P.O. Box 1340
Columbus, Georgia 31902

If to Lessee: _____

(b) Any party may change the address or facsimile number to which notices or other communications to such party shall be delivered, mailed or transmitted by giving notice thereof to the other parties in the manner provided herein.

(c) Lessee designates and appoints, as his agent to receive notice of all dispossession or distraint proceedings and all notices required under this Lease, the person in charge of the Premises at the time the notice is given, and, if no person is in charge of the Premises at that time, such service or notice may be made by attaching the same, in lieu of mailing, on any entrance to the Premises.

30. Entire Agreement, Amendment and Waiver. This Lease constitutes the entire agreement between the parties pertaining to the issues and supersedes all prior and contemporaneous agreements, representations and understanding of the parties with regard to the issues. There are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, concerning the issues. This Lease shall not be contradicted, explained or supplemented by any prior or contemporaneous written or oral statements, proposals or representations. No supplement, modification or amendment of this Lease shall be binding unless it is in writing and executed by all of the parties hereto. No waiver of any of the provisions of this Lease shall be, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

31. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under applicable present or future Laws effective during the term of this Lease, the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

32. Headings. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.

33. Counterparts. This Lease may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document, and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile or electronically shall be accepted as originals in the absence of a valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document, may be used for any purpose as if it were the original, including proof of the content of the original writing.

34. WAIVER OF JURY TRIAL. IN ORDER TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL OF ANY MATTERS ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS LEASE, IT IS AGREED BY THE PARTIES HERETO, FOR THEMSELVES AND FOR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WHOMSOEVER, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY MATTERS, INCLUDING ANY COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS, AND INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE. ANY AND ALL OF WHICH LEGAL PROCEEDINGS SHALL ONLY BE FILED IN THE SUPERIOR COURT OF MUSCOGEE COUNTY, GEORGIA, THE VENUE AND JURISDICTION OF WHICH COURT THE PARTIES HERETO ACKNOWLEDGE.

(Initial)

(Initial)

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease, all effective as of the day and year first written above.

LESSOR:

COLUMBUS, GEORGIA, a
consolidated city-county government

By: _____
City Manager

(SEAL OF CITY)

LESSEE:

_____(L.S.)
KENNETH M. HENSON, JR.

EXHIBIT "A"

Parcel Identification No. 005-007-002

All those lots, tracts and parcels of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as ALL OF LOTS NUMBERED FIFTEEN (15), EIGHTEEN (18) and NINETEEN (19), in BLOCK NUMBERED THREE (3), of the COMMONS, sometimes known as the North Commons, of the City of Columbus, the tract and parcel hereby conveyed being shown upon a plat recorded in Plat Book 105, Folio 7, said Clerk's Office, and located within the following metes and bounds:

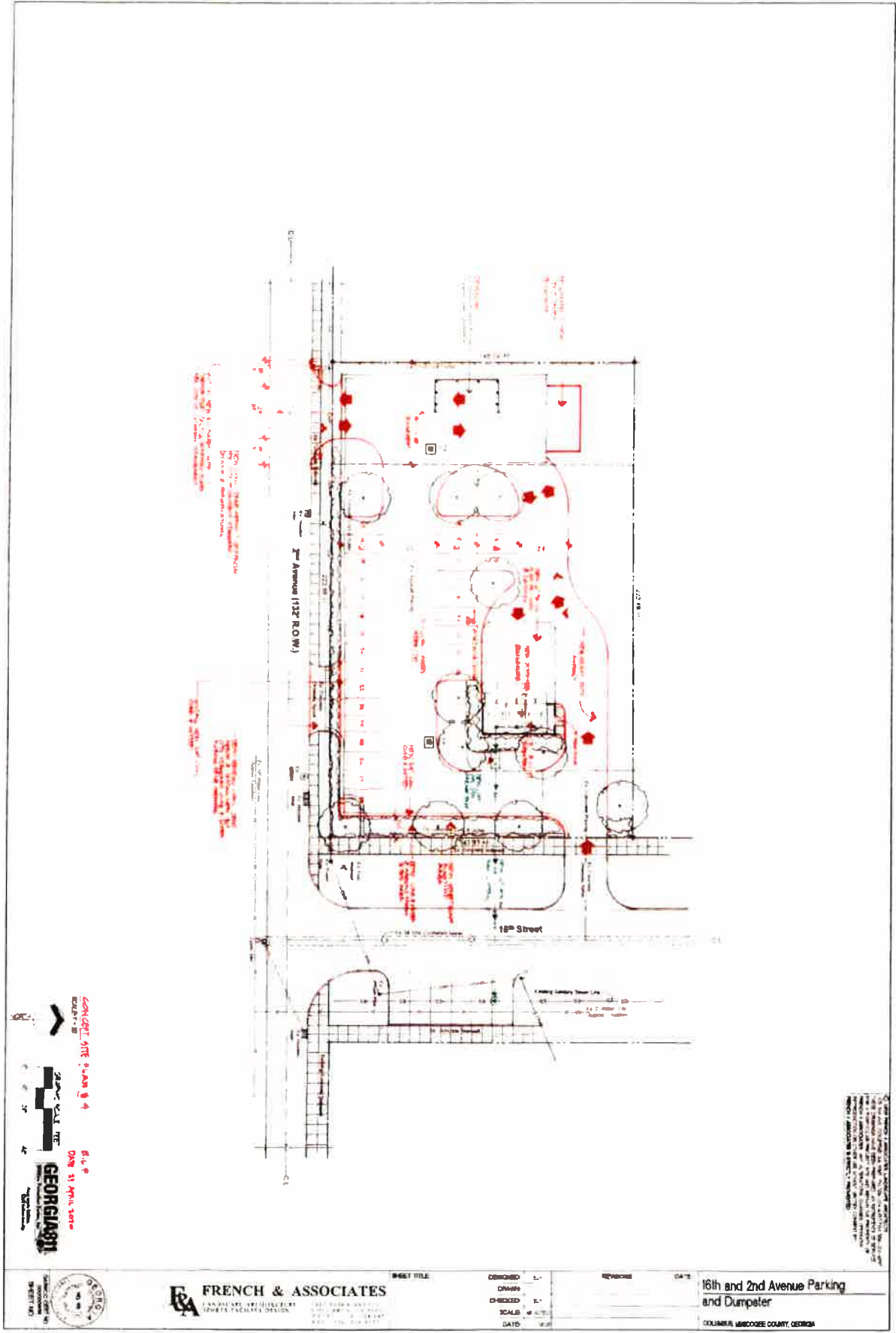
BEGINNING at a drill hole in concrete located at the northeasterly corner of the intersection of 16th Street and 2nd Avenue, and from said point of beginning running thence north 02 degrees 23 minutes west, along the easterly line of 2nd Avenue, a distance of 148.34 feet to a drill hole in concrete; running thence north 02 degrees 20 minutes 19 seconds west, along the easterly line of 2nd Avenue, a distance of 75.54 feet to an iron pin; running thence north 87 degrees 48 minutes 10 seconds east a distance of 146.79 feet to an iron pin; running thence south 02 degrees 32 minutes 32 seconds east a distance of 41.49 feet to an iron pin; running thence south 02 degrees 42 minutes 02 seconds east a distance of 181 feet to a drill hole in concrete located on the northerly line of 16th Street; and running thence south 87 degrees 15 minutes 42 seconds west, along the northerly line of 16th Street, a distance of 147.97 feet to the point of beginning.

The property above described is hereby conveyed subject to any and all valid and enforceable restrictive covenants and easements of record applicable thereto, and subject, also, to any and all valid and enforceable zoning ordinances and regulations applicable thereto for so long as said ordinances and regulations remain in full force and effect, to include, but not be limited to:

1. Conveyance of access rights by James F. Rowell and Wanda R. Rowell to the Department of Transportation of the State of Georgia, dated August 25, 1987, and recorded on August 26, 1987, in Deed Book 2850, Page 305.
2. Construction and driveway easement in favor of Columbus, Georgia from James F. Rowell and Wanda Rose Rowell and CB&T of Russell County, dated February 9, 1995, and recorded on February 10, 1995, in Deed Book 4194, Page 294.

Being the same identical property conveyed by James F. Rowell and Wanda Rose Rowell to The Housing Authority of Columbus, Georgia, by Warranty Deed, dated March 11, 1998, and duly recorded on March 12, 1998, in Deed Book 4900, Page 340, in the Office of the Clerk of Superior Court, Muscogee County, Georgia.

EXHIBIT B



CONCEPT SITE PLAN 9-9
 DATE: 31 APRIL 2004
 G.L.P.



FRENCH & ASSOCIATES
 LANDSCAPE ARCHITECTS
 1001 BERRY AVE. S.W.
 ATLANTA, GA 30309
 TEL: 404.525.1100
 FAX: 404.525.1101
 WWW.FRENCH-AND-ASSOCIATES.COM

DESIGNED	L.V.
DRAWN	L.V.
CHECKED	L.V.
SCALE	AS SHOWN
DATE	9/9

SHEET TITLE
 18th and 2nd Avenue Parking and Dumpster

COLUMBUS, MACON COUNTY, GEORGIA

ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 ALL DISTANCES ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
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