

ATM LEASE AGREEMENT

MUSCOGEE COUNTY
STATE OF GEORGIA

THIS LEASE AGREEMENT (“Lease” or “Agreement”) is entered into this ____ day of _____ 2025, by and between COLUMBUS CONSOLIDATED GOVERNMENT (hereinafter called “Lessor”) and SYNOVUS BANK (hereinafter called “Lessee”).

1. **PROPERTY LEASED.** All that portion of property identified as “ATM Site” located at 1148 Broadway, Columbus, Georgia 31901. Such property shall include one or more locations surrounding the ATM Site for the purpose of affixing security cameras, which cameras will be maintained at Lessee’s sole expense.
2. **TERM.** The term of this lease (“Primary Term”) shall be sixty (60) months beginning January 1, 2025 and ending on December 31, 2029. This Lease shall automatically renew for five (5) successive periods of twelve (12) months unless either party terminates this Lease by providing written notice to the other party of its election to terminate at least sixty (60) days prior to the expiration of the then-current term.
3. **RENT.** As rent for said premises, Lessee shall pay to Lessor the sum of Two Hundred Dollars (\$200.00) per month.
4. **USE OF PREMISES.** Lessee agrees the sole use of the premises will be for the operation of a walk-up Automatic Teller Machine (ATM).
5. **IMPROVEMENTS.** Lessee accepts the property in its present condition. Ownership of the ATM will not under any circumstances constitute, be or be deemed to be a fixture (or fixtures) attached to Lessor’s property, and the ATM shall, at all times, be and remain free and clear of any claims, liens, or encumbrances created by Lessor.
6. **PROPERTY TAXES.** Real property taxes shall be paid by Lessor. Personal property taxes shall be paid by Lessee.
7. **UTILITIES.** Lessor shall be responsible for electricity serving the Automatic Teller Machine and the structure housing it. Lessee shall be responsible for all network connections, access control and cameras for the ATM.
8. **REPAIRS AND MAINTENANCE.** Lessee shall be responsible for all repairs and maintenance of the ATM.
9. **SIGNS.** Any additional signs on or near the leased premises must have prior approval of Lessor.
10. **INSURANCE.** Lessee shall, at its own expense during the term hereof, maintain a policy of insurance, insuring Lessee and naming Lessor as an additional insured against liability for injury to or death of a person or persons and for damage to property on the demised premises. The limits of such policy shall not be less than \$1,000,000 for any one occurrence. Lessee shall furnish Lessor a certificate of such insurance upon request.
11. **SUBLETTING OR ASSIGNMENT.** Any subletting or assignment by Lessee shall require the prior approval of Lessor.

12. **TERMINATION.** This Agreement may be terminated at any time by Lessee upon three-months prior written notice to Lessor. Upon termination, Lessee shall remove the ATM and make reasonable repairs to the ATM Site.
13. **INDEMNIFICATION.** Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, damages, judgments, and expenses, including attorney's fees and court costs, reasonably incurred by the indemnitee insofar as such losses, damages, judgments and expenses arise out of or are based upon the negligence of the Lessee.
14. **NOTICE.** Except as otherwise provided herein, any notice to be given hereunder by either party to the other shall be in writing and shall be deemed to be delivered upon the earlier of (i) when actually received at the office of the respective party, i.e., whether by delivery or mail, or (ii) whether actually received or not, on the first business day after it has been deposited with a nationally recognized overnight mail courier service, or (iii) whether actually received or not, three (3) business days after it has been deposited in the United States mail, postage fully prepaid, registered or certified mail, addressed to the intended recipient at the primary address stated below in this Section 24 (or, if a change of address has been designated by the immediately succeeding sentence, then to the primary address specified in such notice), it being agreed that notices to a party's designated copy recipient(s) are to be undertaken but are not required for a notice to the party to be valid. Notices shall be addressed as set forth below, but each party can change its address by written notice to the other in accordance with this Section 14:

IF TO LESSOR: Columbus Consolidated Government
 1111 1st Avenue
 Columbus, GA 31901
 Attn: City Manager

IF TO LESSEE: Synovus Bank
 33 W 14th Street
 Columbus, GA 31901
 Attn: Corporate Real Estate Executive

15. **SURRENDER.** Upon the termination of this Lease, Lessee shall remove the ATM and related equipment, Lessee's signs, and Lessee's other trade fixtures and personal property from the Premises, at Lessee's sole expense, within sixty (60) days after the expiration or sooner termination of this Lease. Lessee shall, at its sole expense, reasonably repair any damage to the Premises caused by such removal. Lessor acknowledges that any repairs or cuts in any paved areas, walls, or other improvements made during the removal of the ATM will be made in a good and workmanlike manner so as to match as nearly as practicable the surrounding area.
16. **BINDING EFFECT.** This Lease shall be binding upon the parties hereto and their respective successors, assigns and transferees, where applicable.
17. **INTEGRATION.** This Lease and the documents specifically referred to herein, upon acceptance by the parties hereto, shall constitute the sole and only agreement between Lessor and Lessee as to the subject matter hereof and are intended by each to constitute the final written memorandum of all of their agreements and understandings with respect to this transaction. No representations or warranties, express or implied, and no promises or prior agreements whatsoever have been made, agreed to or entered into by Lessor or Lessee which are not expressly set forth herein; and if Lessor or Lessee has attempted to make such representations, warranties, promises or prior agreements, the same are each superseded hereby and waived.

18. **COUNTERPARTS.** This Lease may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.

19. **INVALIDITY.** If any term or provision of this Lease or application thereof is held invalid or unenforceable as to any party, the balance of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

20. **DIGITAL IMAGING.** The parties agree to accept a digital image of this document, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

LESSEE: Synovus Bank

By: _____

Name: _____

Title: _____

Date: _____

LESSOR: Columbus Consolidated Government

By: _____

Name: _____

Title: _____

Date: _____