

STATE OF GEORGIA
COUNTY OF MUSCOGEE

LEASE

THIS LEASE is made and entered into this 31st day of July, 2019, effective June 1, 2019, by and between COLUMBUS, GEORGIA, a consolidated city-county government, ("Lessor") and FERRELL D. WILLIAMS and MILDRED E. WILLIAMS, d/b/a BULL DOG BAIT AND TACKLE SHOP, (collectively, "Lessees").

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 Lessees and designated as Additional Rent below.

(b) "Basic Rent" shall mean the monthly 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. June 1, 2019.

(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) "Lessees" shall mean the Lessees named in this Lease, together with Lessees' 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 the property 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 Lessees and for the rent and upon the terms and conditions stated, Lessor lets and leases the Premises to Lessees. Lessees take and accept from Lessor the Premises "AS IS, WHERE IS, WITH ALL FAULTS," in its present condition, and as suited for the use intended by Lessees, having occupied and leased the Premises since 1997, and being well aware of its condition.

3. Term. The term of this Lease shall commence on June 1, 2019, and shall terminate at midnight on the day before the fifth (5th) anniversary of the Commencement Date, i.e. May 31, 2024.

4. Rent.

(a) Lessees 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 as follows: (i) Four Hundred Dollars (\$400.00) per month for the months of March, April, May, June, July, August, September, and October for each calendar year during the term hereof; (ii) Two Hundred Dollars (\$200.00) per month for the months of November and February for each calendar year during the term hereof, and (iii) no rent while the business being operated from the Premises is closed during the months of December and January of each calendar year.

(b) Basic Rent, as stipulated in Section 4(a) hereof, except for the months of December and January of each calendar year, shall be due and payable, monthly, in advance, beginning on the Commencement Date and continuing on the first day of each consecutive and successive calendar month thereafter for the term hereof, except as fully waived for the months of December and January of each calendar year, only.

(c) Lessees 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 16 hereof; (ii) the costs for all maintenance and upkeep with respect to the Premises required under Section 8 hereof, and (iii) any and all real estate taxes which may be assessed against the Premises or Lessees' leasehold interest therein, providing immediate written proof of such timely and full payment to Lessor, as and when paid.

5. Use. Lessees shall use the Premises only for the purposes related to the operation of a bait, tackle and convenience store, as well as related activities in conjunction therewith. In no event shall Lessees use the Premises for any illegal purpose, in violation of any laws; or in any manner which constitutes a public or private nuisance. Lessees 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. Lessees have determined that the use(s) contemplated by Lessees conform to and comply with zoning and all other Laws and represents to Lessor that they do. Lessees shall use the Premises and keep them occupied at all times during the term of this Lease, and Lessees shall not abandon, vacate or cease to use the Premises during the term of this Lease.

6. Utilities. Lessees shall make all arrangements for, and shall pay when due, all charges for, all utilities and services furnished to the Premises or used by Lessees, including, but not limited to, electricity, gas, fuel, heat, sewer, telephone, power, sanitary services, and trash collection. Lessees shall also make all arrangements for, and shall pay when due, all charges for connection of any such utility or service to the Premises, fully saving, indemnifying and holding Lessor harmless therefrom.

7. [Section Intentionally Deleted]

8. Repairs by Lessees. Lessees shall perform any and 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, saving, indemnifying and holding Lessor harmless from any and all costs in regard thereto, of whatsoever kind and nature. Lessees shall, at Lessees' own cost and expense, put, keep, replace, maintain, and repair the Premises as required by this Paragraph 8, 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, and first class condition. At the termination of the term of this Lease, Lessees shall leave

the Premises in a condition at least as good as the condition the Premises were in on the Commencement Date, excepting only ordinary wear and tear.

9. Alterations. Lessees 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 Lessees' sole cost and expense, with Lessees 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 Lessees, at their 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 Lessees pursuant hereto.

10. Legal Requirements. Lessees shall, at Lessees' sole cost and expense, 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 Lessees' use or occupancy of the Premises, or by reason of Lessees' failure to comply fully with Lessees' obligations under Paragraph 8 of this Lease.

11. Hazardous Materials.

(a) Neither Lessees nor their 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 Lessees obtain knowledge of the actual or suspected release of a hazardous material on or about the Premises, then Lessees shall promptly notify Lessor, and immediately begin investigation and remediation of such release, as required by all environmental laws.

(b) If Lessees breach any obligation set forth in Paragraph 11(a) above, or if a release of a hazardous material is caused or permitted by Lessees or their agents, employees, or contractors, and such release results in contamination of the Premises and/or the surrounding area, then Lessees shall save, indemnify and defend Lessor (and Lessor's employees, agents and representatives) against, and 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, or expenses (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.

12. Liens. Lessees 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, Lessees shall cause the same to be discharged by payment, satisfaction or posting of bond within ten (10) days after the date filed. If Lessees 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 Lessees to Lessor upon demand.

13. Damage and Destruction. If the Premises is damaged or destroyed by fire, smoke, tornado, ice, wind, lightning, flood, water, explosion, riot, or other casualty, Lessees shall notify

Lessor immediately, and if the Premises are no longer suited for the purposes intended, then upon notice from Lessor or Lessees, which notice must be given within thirty (30) days of such damage or destruction, the term of this Lease, at Lessor's or Lessees' election, shall expire on the date of destruction, with the same effect as if the date of destruction were stated as the time for termination of the Lease term, and Lessor and Lessees shall account for Basic Rent, Additional Rent and other amounts payable by Lessees as of that date. Failure to give such written termination notice by Lessor or Lessees pursuant hereto, then this Lease shall remain in full force and effect, all in accordance with the original terms thereof.

14. Condemnation. If the entire Premises are condemned, the term of this Lease shall terminate on the date when possession of the Premises is taken by the condemning authority and rent shall be equitably prorated accordingly. If any part of the Premises is condemned so that Lessees cannot use the remainder of the Premises for substantially the same purpose(s) as immediately prior to condemnation, Lessees may terminate this Lease on the date when possession is taken by the condemning authority, by giving Lessor notice of intent to terminate within thirty (30) days after Lessor gives Lessees notice of the condemnation. Any termination under this paragraph shall have the same effect as termination of the term of this Lease, as if the date on which possession of the Premises is taken by the condemning authority were stated as the time for termination of the Lease term, and Lessor and Lessees shall account for Basic Rent, Additional Rent and other amounts payable by Lessees as of that date. No termination of this Lease shall affect Lessor's right to compensation for any condemnation. Lessor shall be entitled to the full award or proceeds payable with respect to the Premises by reason of any condemnation, and Lessees shall have no claim to any award or proceeds payable to the Lessor. 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.

15. Indemnity. During the term of this Lease, Lessees shall pay, and shall 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 whatever arising from: (a) injury to or the death of persons or damage to property (i) on the Premises or upon adjoining sidewalks, street or ways, or (ii) in any manner arising out of or connected with Lessees' use, non-use, or occupancy of the Premises, or (iii) resulting from the condition of the Premises or of adjoining sidewalks, streets or ways; (b) violation of any agreement, representation, warranty, provision, term or condition of this Lease by Lessees; and (c) violation of any law affecting the Premises or the occupancy or use thereof.

16. Insurance.

(a) Lessees shall procure, and maintain in full force and effect, at their sole 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 Lessees 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 Lessees' property on the Premises and any alterations, remodeling or improvements made or installed by Lessees 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 Lessees, 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) Lessees 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, Lessees 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, Lessees 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 Lessees to waive all rights of recovery by way of subrogation, for Lessees and Lessees' 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. Lessees waive, 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."

17. [Section Intentionally Deleted]

18. 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, all obligations under this Lease of the party selling, conveying, transferring, assigning, or otherwise disposing shall cease and terminate, and Lessees shall look only and solely to the party to whom or to which the Premises are sold, conveyed, transferred, assigned, or otherwise disposed of for performance of all of Lessor's obligations under this Lease.

19. Assignment, Subletting by Lessees. Lessees shall not transfer or assign this Lease, or any interest of Lessees under this Lease, without the prior written consent of Lessor, which prior written consent shall not be unreasonably withheld. Lessees shall not sublet the Premises, or any part of the Premises, nor permit any party, other than Lessees, to use or occupy any part of the Premises, without the prior written consent of Lessor. Lessor may, in its sole judgment and absolute discretion,

withhold or refuse to give its consent to any proposed transfer, assignment or subletting and to any proposed use or occupancy by any party other than Lessees. Lessor's consent to one assignment, transfer or sublease, or to any use or occupancy by a party, other than Lessees, shall not destroy or waive this provision, and each later assignment, transfer and sublease, and each later use or occupancy of the Premises by a party, other than Lessees, shall likewise be made only with the prior written consent of Lessor. Any subtenants, transferees or assignees shall automatically, upon acceptance of such subtenancy, transfer or assignment by Lessor, become and thereafter be directly liable to Lessor for all obligations of Lessees under this Lease (including but not limited to Basic Rent and all Additional Rent), without, however, in any way, whatsoever, relieving Lessees of liability to Lessor under this Lease.

20. [Section Intentionally Deleted]

21. Removal of Personalty. Unless otherwise agreed to by Lessor and Lessees, at or prior to the termination of the term of this Lease, Lessees may, if no event of default then exists, remove all personal property which Lessees have installed or otherwise located on the Premises and which is not attached to the Premises, provided that Lessees promptly restore the Premises to their condition immediately preceding the time their property was installed or otherwise located on the Premises. In the event that Lessees do not remove said property, it shall become the property of Lessor, and Lessees shall pay all costs incurred by Lessor in the removal of the same.

22. 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 Lessees or others in or upon the Premises or any adjoining sidewalks, streets or ways, and Lessor shall not be liable to anyone for personal damage or injury in or upon the Premises or any adjoining sidewalks, streets or ways.

23. Surrender. Upon termination of this Lease, Lessees shall surrender to Lessor the Premises, broom swept clean and in a condition at least as good as the condition the Premises were in on the Commencement Date, excepting only ordinary wear and tear. Lessees shall also deliver to Lessor, immediately, all keys to the Premises.

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

25. Right of Entry. Lessees shall permit Lessor and Lessor's representatives, agents and employees to enter the Premises at all times during Lessor's or Lessees' business hours, and at other reasonable times, for the purposes of inspecting the Premises, showing the Premises to prospective purchasers or tenants, making any repairs or replacements or performing any maintenance required by Lessees, which they have 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 Lessees failure to keep and maintain the Premises in accordance herewith and pursuant hereto. Lessor shall also have the right to place on the Premises signs suitable to Lessor advertising the Premises or any part of the Premises for sale or for lease. 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 Lessees are required to perform under any provision of this Lease, and Lessor has no such duty or obligation.

26. Lessor's Right to Act for Lessees. If Lessees fail 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 Lessees and without waiving or releasing Lessees 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 Lessees. 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 Lessees to Lessor upon demand.

27. Default.

(a) The following events shall constitute events of default by Lessees under this Lease: (i) Lessees shall fail to pay when due any Basic Rent, Additional Rent or other payment to be made by Lessees hereunder; (ii) Lessees 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 Lessees hereunder), and shall not cure such failure within fifteen (15) days after Lessor gives Lessees notice of the failure; (iii) Lessees shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of credits, or (iv) Lessees 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 Lessees a petition in bankruptcy or insolvency, or a similar proceeding, or Lessees shall be adjudicated bankrupt or insolvent in proceedings filed against or on behalf of Lessees.

(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 Lessees notice of termination, in which event Lessees 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 Lessees, and, in such event, Lessor may enter upon and take possession of the Premises and expel or remove Lessees 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 Lessees hereby knowingly, intelligently and voluntarily waiving all rights to prior notice or hearing or both in the event Lessor seeks a dispossessory warrant against Lessees 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 Lessees shall pay to Lessor, on demand, any deficiency that may arise by reason of such re-leasing; (iii) Lessor may do whatever Lessees are obligated to do under the terms of this Lease, in which event Lessees shall pay Lessor, on demand, for any expenses, including without limitation attorney's fees, which Lessor may incur in thus effecting compliance with Lessees' 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 Lessees, 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 Lessees.

(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 Lessees or of any damages or other sums accruing to Lessor by reason of Lessees' 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 Lessees with any obligation of Lessees, 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.

28. Landlord's Lien. Lessees hereby grant to Lessor a lien and security interest in any and all property, furniture, furnishings, equipment, fixtures, and personal property of Lessees 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 Lessees 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, Lessees agree 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 Lessees' default of any obligation hereunder, then, in addition to the remedies granted to Lessor in Paragraph 27 above, Lessees 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.

29. Late Charge. Notwithstanding anything to the contrary contained herein, should Lessees fail to pay any installment of Basic Rent or Additional Rent punctually on the due date thereof, Lessees shall pay to Lessor as additional rent the sum of Fifty Dollars (\$50.00), per late payment. Provided, however, Lessor is not compelled to accept more than two (2) late payments per Lease Year hereunder.

30. 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.

31. 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.

32. 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: Director, Community Reinvestment
P.O. Box 1340
Columbus, Georgia 31902

If to Lessees: Ferrell D. Williams and Mildred E. Williams
1300 Victory Drive
Columbus, Georgia 31903

(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) Lessees designate and appoint, as their agent to receive notice of all dispossessory 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.

33. Entire Agreement. This Lease contains the entire agreement of the parties hereto and there are no representations, warranties, inducements, promises, or agreements, oral or otherwise, between the parties which are not embodied in this Lease, or which have not been superseded by virtue hereof.

34. 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.

35. 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.

36. **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)

(Initial)

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

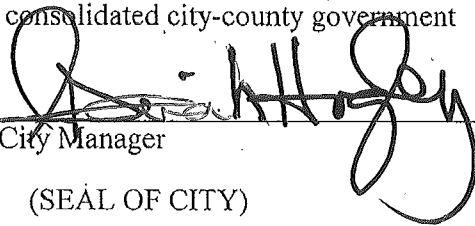
EXECUTION AUTHORIZED

By Resolution No. 121-19


Clerk of Council

LESSOR:

COLUMBUS, GEORGIA, a consolidated city-county government

By: 
City Manager
(SEAL OF CITY)

LESSEES:


FERRELL D. WILLIAMS (L.S.)


MILDRED E. WILLIAMS (L.S.)

EXHIBIT "A"

Survey part land lot 29, Coweta Reserve, Muscogee County, Georgia, being more particularly described as follows:
To arrive at the point of beginning, Commence at a point formed by the intersection of the easterly margin of the right-of-way of Jackson Avenue, and the northerly margin of the right-of-way of Victory Drive; and running thence south 20 degrees 25 minutes west a distance of 271.53 feet to a point; running thence north 69 degrees 41 minutes west a distance of 354.83 feet to a point marked by an iron pin which is the point of beginning; running thence south 20 degrees 19 minutes west a distance of 120.0 feet to a point marked by an iron pin; running thence north 69 degrees 41 minutes west a distance of 120.0 feet to a point marked by an iron pin; running thence north 20 degrees 19 minutes east a distance of 120 feet to a point marked by an iron pin; running thence south 69 degrees 41 minutes east a distance of 120.0 feet to a point marked by an iron pin; which is the said point of beginning. Said described property contains .331 acres.