

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as this "Lease"), made and entered into as of the ____ day of _____, 2026, between COLUMBUS, GEORGIA, a consolidated city-county government (hereinafter referred to as "Landlord"), and FIRST AFRICAN BAPTIST CHURCH, INC., a Georgia nonprofit corporation (hereinafter referred to as "Tenant").

WITNESSETH THAT:

WHEREAS, Landlord is the owner of the hereinafter described property and desires to lease the same to Tenant upon the terms and conditions hereinafter set forth, and Tenant desires to lease said property from landlord upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises recited, the rents to be paid hereunder and the benefits accruing to the parties hereto, Landlord and Tenant do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord land known and identified as 921 5th Avenue, Columbus, Muscogee County, Georgia, and Tax Parcel No. 019-014-002, together with and subject to all rights, privileges, easements, appurtenances, and amenities encumbering, belonging or in any way pertaining to said premises (the "Premises").

2. Term. The initial term of this Lease shall be for five (5) years commencing on the execution date (the "Initial Term").

3. Renewal. At the expiration of the initial 5-year term of this Lease, and provided Tenant is not in default hereunder, this Lease may be renewed by Lessee for two (2) additional five (5) year renewal terms (each a "Renewal Term", and collectively, the "Renewal Terms"), provided Tenant obtains Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant, in order to exercise either of the Renewal Terms, shall give Landlord not less than sixty (60) days prior written notice of Tenant's intent to renew before the end of the Initial Term or the then applicable Renewal Term. During any renewal term hereof, the Tenant shall lease the Premises from the Landlord upon the same terms and conditions as herein provided.

4. Voluntary Termination. Notwithstanding any provision herein to the contrary, Tenant shall have the right to terminate this Lease, at any time, with or without cause, upon giving no less than thirty (30) days prior written notice of cancellation to the Landlord. Tenant shall continue to pay the normal rental due hereunder until the date of cancellation. After the running of the Initial Term, or, if this Lease has been renewed, after the running of the last of the 2 Renewal Terms that Landlord has consented to, or if Landlord has not consented and agreed to either of the Renewal Terms, then this Lease shall continue on a year to year basis and Landlord shall have the right to terminate this Lease, at any time, with or without cause, upon giving no less than ninety (90) days prior written notice of cancellation to Tenant.

5. Rent. Tenant shall pay to Landlord as rent for the use, possession and occupancy of the Premises the sum of \$1.00 per annum with the full Initial Term rental of \$5 being due upon Tenant's signing and delivery of this Lease to Landlord. Rents for the for the Renewal Terms, as consented to by Landlord, shall be being paid on or before the first day of such Renewal Term.

6. Use; Maintenance. Tenant shall use the Premises solely for parking in connection with the use of Tenant's adjoining property and not otherwise unless consented to by Landlord in its sole discretion. Tenant shall not make any unlawful or offensive use of the Premises, and will comply with all applicable statutes, ordinances, rules, orders, regulations or requirements of federal, state and municipal governments. Tenant shall be responsible for and shall maintain and repair the landscaping and improvements of the Premises and keep the same in good and orderly condition during the term hereof at Tenant's sole cost and expense.

7. Sublease; Assignment. Tenant may not assign this Lease or sublet any portion of the Premises to any person, firm or corporation without obtaining the prior written consent of Landlord, in Landlord's sole discretion.

8. No Liability; Insurance; Indemnification. Landlord shall not be liable for any damage to any property of the Tenant or of Tenant's officers, owners, partners, employees, agents, customers, members, invitees or guests (collectively, the "Tenant Parties"), located on the Premises, for any injury to or death of any Tenant Parties or any other persons, and Tenant shall maintain insurance in an amount specified by Landlord to protect its property and fixtures located thereon and insure against liability for any such personal injuries. Tenant shall assume all responsibility for, and indemnify and save harmless Landlord from, any and all loss, expense, damages or claims, including reasonable attorney's fees, and otherwise of any kind, arising out of any personal injury, death, property damage or loss whatsoever and howsoever occurring and relating in any way to Tenant's use and occupancy of the Premises. All liability insurance policies maintained by Tenant shall name Landlord as an additional insured and proof of such insurance shall be provided before the commencement date of this Lease and thereafter upon request of Landlord from time to time.

9. Default. In the event Tenant (1) fails to pay any rent or any other amounts provided for herein as and when due and fails to cure such default within ten (10) days after written notice from Landlord that the same is past due, or (2) fails to perform any other non-payment covenant required of it in this Lease, and if such non-payment default shall continue for thirty (30) days after written notice of such default from the Landlord, at Landlord's option, Landlord may, in addition to any other right or remedy provided at law or in equity, terminate this Lease immediately and, without resort to legal proceedings, have the right to re-enter and summarily take possession of the Premises and remove the property of Tenant therefrom.

10. Utilities. Tenant shall furnish and pay for all water, natural gas, electricity, telephone, internet, cable and other utilities used by Tenant on the Premises during the term hereof.

11. Surrender of Premises. Tenant shall surrender the Premises to Landlord at the expiration or earlier termination of this Lease in as good condition as they were in at the

commencement of the term hereof, natural wear and tear excepted.

12. Alterations. Tenant shall not make alterations, additions or improvements to the Premises without first obtaining the written consent of Landlord, in Landlord's sole discretion.

13. Signage. Tenant shall have the right to install signs on the Premises upon obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Such signs shall comply with all applicable laws, ordinances, rules and regulations relating thereto and shall be removed by Tenant at the expiration of this Lease and any damage to the Premises caused by such removal shall be repaired by Tenant.

14. Inspection. Landlord shall have the right to inspect the Premises during reasonable business hours upon reasonable prior notice to Tenant.

15. Notice. All notices provided for in this Lease shall be in writing, and shall be sent by registered or certified mail, return receipt requested. Notice to Tenant shall be addressed to Tenant at 951 5th Avenue, Columbus, GA 31901. Notices to Landlord shall be addressed to Landlord at P.O. Box 1340, Columbus, Georgia 31902, Attention: City Manager; with a copy to the Community Reinvestment Department at P.O. Box 1340, Columbus, GA 31901. Either party may change its address for purposes of the foregoing upon giving prior written notice to the other as provided herein.

18. Binding. This Lease shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

19. Entire Agreement. This Lease provides the entire agreement between the parties hereto, and no statements, representations or warranties shall be binding upon said parties unless included herein or subsequently reduced to writing and signed by said parties.

20. Multiple Counterparts; Electronic Signatures. This Lease and any amendments hereto may be executed in more than one counterpart and each such counterpart or copy shall serve as an original hereof. This Lease and any amendments hereto signed and/or delivered by either party to the other shall be deemed binding upon the party so signing and/or delivering the same to the other party.

[Signatures to Follow]

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed, under seal, as of the date first above written.

Landlord:

COLUMBUS, GEORGIA

By: _____

Name: _____

Title: _____

(SEAL)

Tenant:

First African Baptist Church, Inc.

By: _____

Name: _____

Title: _____

(SEAL)