

No. _____ of 2 Executed Original

COUNTERPART OF _____.

**STATE OF GEORGIA;
COUNTY OF MUSCOGEE:**

GROUND LEASE

THIS GROUND LEASE (hereinafter referred to as the "Lease") is made and entered this 1st day of December, 2025 (the "Effective Date", said date to be inserted by the Lessor upon its execution of this Lease), by and between the STATE OF GEORGIA, acting by and through the STATE PROPERTIES COMMISSION, whose address for purposes of this Lease is: Attention: Deputy Executive Director, 270 Washington Street, Suite 02-129, Atlanta, Georgia 30334, Party of the First Part, (hereinafter referred to as the "Lessor"), and COLUMBUS, GEORGIA, a consolidated city-county government, whose address for purposes of this Lease is set forth in Section 20 below, Party of the Second Part (hereinafter referred to as the "Lessee").

WITNESSETH THAT:

WHEREAS, Lessor, with custody and control in the Georgia Department of Natural Resources, is the owner of approximately 14.67 acres of real property situated in the City of Columbus, Muscogee County, Georgia, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises"); and

WHEREAS, Lessee desires to lease the Premises from Lessor to be used for recreational purposes; and

WHEREAS, at a duly called meeting on June 16, 2025, the State Properties Commission approved and authorized conveyance of a ground lease of the Premises to Columbus, Georgia; and

WHEREAS, the Georgia Department of Natural Resources authorized the leasing of the Premises to Columbus, Georgia at a duly called meeting of the Georgia Department of Natural Resources on June 24, 2025; and

WHEREAS, the City Council of Columbus, Georgia authorized the Mayor of Columbus, Georgia to convey the Premises to the State Properties Commission via limited warranty deed; to enter into the leasing of the Premises with the State of Georgia, and enter into a sublease, all at a duly called meeting on _____.

WHEREAS, the Columbus Futbol Club, Inc., a Georgia non-profit corporation with 501(c)(3) status ("Sublessee"), has proposed to construct at the Premises, at its own expense, soccer fields with necessary amenities to be used for its league play and practice and for associated public use, and in furtherance thereof to enter into a sublease agreement with the Lessee, pursuant to which Sublessee will cover all expenses incurred as a result of this Lease and perform and fulfill all obligations of Lessee under and pursuant to this Lease; and

WHEREAS, concurrently with the execution of this Lease, Lessee and Sublessee have executed a sublease agreement regarding the Premises, a copy of which is attached hereto as Exhibit "C" (the "Sublease"), which is subject to the terms and conditions of this Lease, and it is understood and agreed that the obligations of Lessee under this Lease may be performed by the Sublessee; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, upon the following terms and conditions to be paid and kept by Lessee, Lessor grants and leases, and Lessee does hereby accept, take and lease, the Premises, from Lessor. This Lease creates in Lessee an estate for years.

1.
USE OF PREMISES

1.1 The Premises shall be used by Lessee for recreational purposes and all related uses, which shall also include the right to sublease, as described in Section 19 below, and make improvements to the Premises, as described in Section 8 below.

1.2 Lessee shall not: (a) use the Premises for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or (b) commit, or suffer to be committed, any waste in or on the Premises, nor shall it create or permit any nuisance in or on the Premises.

2.
OCCUPANCY

Lessee shall occupy the Premises continuously throughout the Term of this Lease and shall not desert, surrender, abandon or cease using the Premises during the Term, as hereinafter defined. As hereinafter used, "Term" shall collectively refer to the Term (as defined in Section 4.1 below) and any extension thereof.

3.
RENT

For and as rent for the Premises, Lessee covenants and agrees to keep each and every term and condition of this Lease required to be kept by Lessee, each of which shall constitute rent for the Premises, in addition to payment by Lessee to Lessor of the following amounts of rent:

3.1 Lessee shall pay annually in advance to Lessor the sum of ONE THOUSAND, SEVEN HUNDRED FORTY DOLLARS (\$1,740.00) per year, payable upon execution of this Lease and on the anniversary of the Effective Date each year the Lease remains in effect.

3.2 Lessee shall also pay to Lessor, as additional rent, all costs and expenses which Lessor incurs as a result of any default of Lessee or failure on the part of Lessee to comply with any provisions of this Lease.

4.
TERM AND TERMINATION

4.1 Unless sooner terminated as hereinafter provided, the Term shall begin upon the Effective Date of this Lease ("Commencement Date") and shall end at 11:59 o'clock P.M. prevailing legal time in Atlanta, Georgia, on the day before the twentieth (20th) anniversary of the Commencement Date (hereinafter referred to as the "Termination Date").

4.2 Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, for one (1) additional ten (10) year period, commencing on the day following the Termination Date, by giving written notice of such renewal to Lessor not less than three (3) months prior to the scheduled Termination Date.

4.3 Lessee may terminate this Lease during the Term subject to the provisions contained herein upon not less than thirty (30) days' prior written notice to Lessor .

4.4 Upon expiration or termination of this Lease, all rights and interests of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Premises and the Improvements shall wholly cease and title to the Premises and the Improvements, including but not limited to all permanent improvements, erections and additions constructed on the Premises by Lessee, shall vest in Lessor without further act or conveyance, and without liability to make compensation therefore to Lessee or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee

at any time other than pursuant to the specific terms of this Lease. This provision shall not relieve Lessee from liability for having left the Premises or the Improvements in unsound or unsafe condition or with encumbered title. Lessee, upon the request of Lessor, covenants and agrees to execute a quitclaim deed releasing all such rights in the Premises and the Improvements in a form and substance acceptable to Lessor.

4.5 In addition to the termination provision as set forth in Paragraph 4.3 above, if Lessee shall fail to cure, after fifteen (15) days after receipt of written notice thereof, any default in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Lease, then and in any of the above events, Lessor, at its option, may at once or thereafter (but only during the continuance of such default), terminate this Lease. Upon such termination by default the provisions of Paragraph 4.4 shall apply, and Lessor may forthwith re-enter the Premises and repossess the Premises and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

5.
HOLDING OVER

Lessee shall not use or remain in possession of the Premises after the termination of this Lease. Any holding over or continued use and/or occupancy of the Premises by Lessee after the expiration or any termination of the term of this Lease, without consent from Lessor, shall not constitute a Tenancy-At-Will in Lessee, but Lessee shall be a Tenant-At-Sufferance, subject to the provisions of Paragraph 4 of this Lease.

6.
INSPECTION AND TITLE

Lessee hereby acknowledges that it has fully inspected the Premises and that the Premises and title to the Premises is accepted and is in satisfactory and a suitable condition for the use intended by Lessee as hereinabove provided for in this Lease.

7.
NO JOINT VENTURE

Nothing contained in this Lease shall make, or shall be construed to make, Lessor, Lessee, or any other person or entity that may sublease the premises from Lessee in, of, or joint venturers with each other, nor shall anything contained in this Lease render, or shall be construed to render, either Lessor, Lessee, or any other person or entity that may sublease the premises from Lessee liable to a third party for the debts or obligations of the other.

8.
IMPROVEMENTS

8.1 Lessee may construct during the Term, at its sole cost and expense, improvements as are necessary to use the property for recreational purposes ("Improvements"). Upon commencing use of the Premises, the Lessee may install and operate, at no cost to the Lessor, in and on the Premises such trade fixtures, equipment, machinery and appliances as Lessee shall consider necessary for the permitted purposes hereof (hereinafter "Personal Property"); provided that Lessee complies with all laws, rules and regulations regarding the installation and operation thereof. Except as may otherwise be provided in this Lease; the Lessee may remove any of its Personal Property from the Premises without the prior consent of the Lessor. Upon the expiration or earlier termination of this Lease, the Lessee shall have one hundred and twenty (120) days within which to remove Lessee's Personal Property from the Premises. Lessee shall repair any damage to the Premises caused by the installation or removal, at any time during the Term or upon its termination or expiration, of Personal Property. Any Personal Property of Lessee remaining in the Premises beyond such one hundred twenty (120) day period after the expiration or early termination of this Lease shall be deemed the property of the Lessor and may be retained or disposed of by the Lessor at the Lessor's discretion without accounting to the Lessee for the proceeds of any sale thereof. Lessee acknowledges that all Personal Property located at or on the Premises will be at Lessee's risk and the Lessor shall not be liable for any damage thereto or loss thereof.

8.2 All Improvements placed upon the Premises by Lessee that are customarily considered to be real property shall, at the option of Lessor, remain upon the Premises at the expiration or earlier termination of this Lease, and the ownership of such buildings and items shall be vested in the State at that time. If Lessor determines that Lessee shall remove the Improvements, Lessor shall provide Lessee with written notice of such requirement not less than thirty (30) days prior to the date of expiration or earlier termination of the Lease. Lessee will have ninety (90) days after the expiration date to remove any and all improvements placed, constructed, or installed on the Premises by or for the benefit of Lessee and Lessee shall restore the Premises to a condition substantially similar to the condition they existed in on the Effective Date, reasonable wear and tear excepted. If the Lessee shall fail to comply with the requirements of this section, then, at the option of the Lessor, the Improvements shall either become the property of the Lessor without compensation or cost to the Lessor, or the Lessor may cause them to be removed and the Premises to be so restored at the expense of the Lessee, and no claim for damages against the Lessor, custodial agency or its officers, employees, or agents shall be created by or made on account of such removal and restoration work.

8.3 Lessee, at all times during the Term of this Lease, at its sole cost and expense, shall keep the Premises and any Improvements in good order, condition and repair, ordinary wear and tear excepted. Lessor shall not be required to make any repairs of any kind or nature, in, on or to the Premises or to any Improvements during the Term of this Lease.

9.

GENERAL LIABILITY AGREEMENT

9.1 To the extent permitted by Georgia law, Lessee shall be responsible to the Lessor during the Term for all injury to persons or damage of any kind to property, real or personal, resulting from any negligent act or omission or breach, failure or other default regarding the use of the Premises by the Lessee, or any of its sublessees, subtenants, its contractors, its agents, employees or others working at the direction of the Lessee or on the Lessee's behalf to the extent that Lessor suffers any loss therefrom.

9.2 This indemnification does not apply to the extent of the sole negligence of the Lessor.

9.3 This indemnification does not extend beyond the scope of this Lease and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred directly by the Lessor due to breach or default by the Lessor under the terms and conditions of this Lease.

9.4 Lessor's Sublease with any sublessee shall require the following: "Sublessee agrees to indemnify and hold harmless the Lessor, the Georgia Department of Natural Resources, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees, directors and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, arising out of or resulting from the performance of its obligations under the Sublease due to liability to a third party or parties, or due to any act or omission on the part of the Sublessee, its agents, employees or others working at the direction of Sublessee or on its behalf, or due to any breach by the Sublessee, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Sublessee. This indemnification obligation survives the termination of the Sublease and the dissolution or, to the extent allowed by law, the bankruptcy of the Sublessee. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services (hereinafter "DOAS") the Sublessee agrees to immediately reimburse the Funds for such monies paid out by the Funds."

10.
INSURANCE

10.1 Insurance Certificates. Lessee shall, prior to the Commencement Date, procure (or cause Sublessee to procure) the insurance coverages identified below through commercial insurance or approved self-insurance (provided, however, Sublessee may not self-insure) at the Lessee's own expense and shall furnish the Lessor an insurance certificate listing the Lessor as the certificate holder. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Lessor as certificate holder
- (i) Contract Name
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory thirty (30) days notice of cancellation/non-renewal (See 10.2.1.1 below).

10.2 Policy Provisions. Each of the insurance coverages required below, procured through commercial insurance, (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

10.2.1.1 The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after the Lessor has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this Lease shall have been received, accepted, and acknowledged by the Lessor.

10.2.1.2 The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").

10.2.1.3 Each Insurer is hereby notified that the provisions of O.C.G.A. §§ 45-15-1, *et. seq.*, which require that the Attorney General of Georgia represent and defend Lessor and its employees and officers in any civil matter, remain in full force and effect and are not waived by any policy of insurance. The Attorney General of Georgia shall thus represent and defend the Lessor and its employees and officers in all civil matters arising from or relating to this Lease. In the event of litigation, any settlement on behalf of the Lessor, its employees and officers must be expressly approved by the Attorney General. While Lessee and its insurance carrier may seek to retain,

but are not obligated to retain, counsel to assist with the defense of the Lessor, its employees and officers, any such retention of counsel is subject to the review and approval of the Attorney General and will be conducted via appointment of counsel as a Special Assistant Attorney General, pursuant to O.C.G.A. §§ 45-15-4 and 45-15-5. .

10.2.1.4 Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed Ten Thousand Dollars (\$10,000.00).

10.2.2 Insurance Coverages. Lessee agrees to purchase through commercial insurance and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A § 50-21-37, have been procured by the Lessee. Notwithstanding the foregoing, Lessee (but not any Sublessee) shall have the right to self-insure with respect to all types of risks and types of coverage. The minimum required coverages and liability limits are as follows:

10.2.2.1 Workers' Compensation. Lessee shall provide Workers' Compensation coverage for its own employees in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group- insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that Lessee qualifies to pay its own workers' compensation claims. Lessee shall require all subtenants or contractors using the property or performing work under this Lease to obtain an insurance certificate showing proof of Workers' Compensation.

10.2.2.2 Commercial General Liability Insurance. Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent), which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and personal injury liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	Limit
1. Premises and Operations	\$1,000,000 per occurrence
2. Damage to Premises	\$1,000,000 per occurrence
3. Personal injury	\$1,000,000 per occurrence
4. General Aggregate	\$2,000,000 per project

10.2.2.3 Commercial Umbrella Liability Insurance. The Lessee shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability Insurance, which shall provide at minimum the following limits:

\$2,000,000 per Occurrence
\$2,000,000 Aggregate

The policy shall name as additional insureds the officers, members, agents and employees of the Lessor, the Institution and the State of Georgia, but only with respect to claims arising out of work, occupancy of the Premises or performance under this Lease for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy. The policy must provide primary coverage for any claims not covered by the Georgia Tort Claims Act.

10.2.2.4 Builders' Risk Insurance. During any construction period of the Improvements only, Lessee shall provide a Builder's Risk Insurance Policy to be made payable to the Lessor and Lessee as their interests may appear. The policy amount should be equal to 100% of the Improvements construction contract sum, written on a 1991 Causes of Loss -Special Form, or its equivalent. All deductibles shall be the sole responsibility of Lessee or the contractor, and in no event shall the amount of any deductible exceed \$10,000.00. The policy shall be endorsed as follows:

“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Lessee or Lessor, and
- (iii) Performance of work in connection with construction operations insured by the Lessee or Lessor, by agents or sublessees or other contractors of Lessee or Lessor, or by contractors of the Lessee or Lessor.

10.2.2.5 Property Insurance. During the Term, Lessee shall provide a Fire and Hazard Property Insurance Policy to be made payable to the Lessor and Lessee as their interests may appear. The policy amount should be equal to 100% of the replacement value of the Improvements, written on a 1991 Causes of Loss -Special Form, or its equivalent. All deductibles shall be the sole responsibility of Lessee, and in no event shall the amount of any deductible exceed \$10,000.00.

10.2.3 All requirements for insurance under this Section 10 may be satisfied by the naming of the Lessor as an additional insured under the policies carried by Sublessee which meets the requirements stated in this Section 10. A Sublessee shall not have the right to self-insure. In the event that the Sublessee policy(ies) is cancelled or not renewed, then Lessee may propose a replacement insurance policy for the Lessor's approval which shall not be unreasonably withheld. In the event that an alternative insurance policy is not agreed upon, then the Lease shall terminate effective as of the date the required insurance is no longer of full force and effect.

10.2.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the end of the Term of this Lease, or the Lessee shall have vacated the Premises, whichever is the later.

11.

DAMAGE OR DESTRUCTION

11.1 If the Premises or the Improvements is damaged or destroyed by fire or any casualty which cannot, despite diligent, good faith efforts be repaired within one hundred eighty (180) days following the date on which such damage occurs, then either Lessor or Lessee may elect to terminate this Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall reasonably determine how long the repair and restoration will take. After the determination has been made that the casualty cannot be repaired within the aforesaid one hundred eighty (180) day period, Lessor and Lessee shall have a period of thirty (30) days to terminate the Lease by giving written notice to the other party.

11.2 If neither party elects to terminate this Lease as provided in Section 11.1, then Lessee shall, at its sole cost and expense, and subject to the provisions of this Section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises and Improvements are restored to a condition of similar quality, character, and utility for Lessee's purposes existing in the Premises and Improvements prior to such damage; provided, however, if the Premises and Improvements are not repaired and restored within one hundred eighty (180) days from the date of damage as is provided in Section 11.1, Lessor may terminate the Lease at any time before Lessee completes the repairs and delivers the Premises and Improvements. If Lessor does not so terminate, Lessee shall diligently continue to restore the Premises and Improvements.

11.3 If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, Lessee is not relieved of its obligations under this Section to repair and restore the Premises and Improvements at its sole cost and expense. Lessor, within the time frame as provided for in Section 11.1 and pursuant to a circumstance as is contemplated hereunder by this Section 11.3, may, at its sole discretion, elect to terminate the Lease.

12.
UTILITIES

At its sole cost and expense, Lessee shall cause to be furnished and shall pay for (or shall cause Sublessee to procure and pay for) all water, gas, light, power, sanitation (sewerage or otherwise), garbage pick-up and disposal, telephone and other utilities or services required for Lessee's use of the Premises.

13.
TAXES AND ASSESSMENTS

13.1 Lessee covenants and agrees, during the Term, to pay or cause to be paid, to the public officer charged with collection thereof and before any of the same shall become delinquent (a) any and all taxes, assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, hereinafter collectively referred to as "impositions", which during Lessee's Term, may be assessed, levied, charged or imposed against or with respect to the Premises, including, but not limited to, the building, fixtures, equipment and Personal Property, if any there be, located therein or thereon; and (b) any impositions assessed, levied, charged or imposed on or with respect to the conduct of Lessee's business in or on the Premises.

13.2 Nothing herein shall obligate or require the payment of any imposition by Lessee, unless such obligation or requirement is provided by law. Lessee may contest the validity, legality or amount of any imposition in the manner provided by law after posting of security with (and acceptable to) Lessor in an amount equal to the amount of the imposition claimed to be due. Within ten (10) days after the payment of Lessee of any imposition, Lessee shall furnish Lessor with a copy of said receipt evidencing such payment.

14.
REPAIR

Lessee shall be responsible for the operation, maintenance and repair of the Premises and the Improvements.

15.
HAZARDOUS SUBSTANCES

15.1 Lessee shall not bring, deposit, or allow to be brought or deposited, in or upon the Premises any pollutant or harmful substance, except for substances ordinarily used in the care and maintenance of the Premises and in compliance with all other applicable provisions of this Lease.

15.2 Lessee shall not allow any of the following to occur on the Premises, regardless of cause: (A) any generation, treatment, recycling, storage or disposal of any hazardous substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility for the temporary or permanent storage, treatment or disposal of hazardous substances; (C) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyl (PCB) used in hydraulic oils, electric transformers or other equipment; or (F) any release or threatened release of hazardous substance to the environment in forms or quantity requiring remedial action under environmental laws. In addition, Lessee warrants that it will not allow any violations of environmental laws on the Premises, regardless of cause. Lessee's obligation in no way extends to any environmental condition of the Premises existing prior to Lessee's possession.

16.
INSPECTION

For the purpose of inspecting the Premises, Lessee shall permit Lessor at reasonable times to enter in and on the Premises and the Improvements.

17.
NO DISCRIMINATION

In its occupancy and use of the Premises, Lessee shall not discriminate against any person on the basis of race, color, national origin, age or disability. This covenant of the Lessee may be enforced by termination of this Lease, (provided that notice of the breach of such covenant shall have been given and such breach shall not have been cured, as provided in Section 4.4 of this Lease), injunction, and any other remedy available at law to Lessor.

18.
RESERVED

19.
TRANSFER, ASSIGNMENT AND SUBLETTING

19.1 Lessee will enter into the Sublease, which subleases and delegates the management of the Premises to Sublessee, and Lessor hereby consents to the same. In the event that the Sublease between Lessee and Sublessee is terminated, Lessee will have the option of (i) terminating this Lease, without penalty, or (ii) taking on the responsibilities of this Lease without a local partner, or (iii) contracting with a new entity for a sublease agreement subject to the Lessor's approval. Other entities may be authorized by Lessee or Sublessee to carry out certain activities provided such activities align with the recreational purposes for which the Premises shall be used under this Lease. Lessee shall not assign this Lease or any interest hereunder without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

19.2 The Lessor may, without consent of Lessee, transfer or assign this Lease or any of the Lessor's rights or duties hereunder to another agency, department or authority of the State of Georgia. Except as set forth above, no other assignment may be made by the Lessor without the prior written consent of Lessee.

20.
NOTICES

Service of all notice under this Lease shall be sufficient if hand delivered by courier or nationally recognized overnight courier service, if sent by first class United States Mail, postage prepaid or by certified or registered mail, postage prepaid to the following addresses:

If to Lessee by Mail:

P.O. Box 1340
Columbus, Georgia 31902
Attn: Mayor

With a copy to:

P.O. Box 1340
Columbus, Georgia 31902
Attn: City Attorney

and to:

P.O. Box 1340
Columbus, Georgia 31902
Attn: City Manager

If to Lessee by hand delivery or courier:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: Mayor

With copies to:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: City Attorney

and to:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: City Manager

If to Lessor by mail or hand delivery/courier to:

State Properties Commission
270 Washington Street, Suite 2-129
Atlanta, Georgia 30334
Attn: Deputy Executive Director

Notice sent by first class mail shall be deemed given and received three (3) business days after being deposited in the U.S. Mail. Notice sent by certified or registered mail shall be deemed given and received three (3) business days after the mailing. Notice sent by hand delivery or nationally recognized overnight courier service shall be deemed given as of the date of delivery. Either party may from time to time, by notice to the other, designate a different address to which notices to said party shall be given.

21.

TIME IS OF THE ESSENCE

All time limits stated herein are of the essence of this Lease.

22.

NON-WAIVER

No failure of Lessor to exercise any right or power given to Lessor under this Lease, or to insist upon strict compliance by Lessee with the provisions of this Lease, and no custom or practice of Lessor or Lessee at variance with the terms and conditions of this Lease, shall constitute a waiver of Lessor's right to demand exact and strict compliance by Lessee with the terms and conditions of this Lease.

23.

RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Lease upon Lessor and Lessee shall be cumulative of, but not restricted to, those given by law.

24.

BINDING EFFECT

Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of Lessor, and to the extent that Lessor has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of Lessee,. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

25.

INTERPRETATION

Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply the presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26.

GEORGIA AGREEMENT

This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

27.

SECTION HEADINGS

The brief headings or title preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Lease.

28.

COUNTERPARTS

This Lease is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

29.

NO THIRD PARTY BENEFICIARY

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Lease.

30.

SPECIAL STIPULATIONS

The Special Stipulations on Exhibit B, attached hereto are hereby incorporated by reference herein. To the extent that the Special Stipulations set forth on Exhibit B conflict with any of the foregoing terms and conditions of this Lease, the said Special Stipulations shall control.

31.

SEVERABILITY

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other

provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

32.

WHEREAS PROVISIONS AND EXHIBITS

The "Whereas" clauses appearing at the beginning of the Lease and the Exhibits attached hereto are hereby incorporated by reference herein. To the extent that Exhibits conflict with any of the foregoing terms and conditions of this Lease, the Exhibits shall control.

33.

ENTIRE AGREEMENT

This Lease constitutes the entire Lease between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between Lessor and Lessee with respect to the Premises and Lessee's use and occupancy thereof. No member, officer, employee or agent of Lessor or Lessee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Lessor and Lessee and incorporated in and by reference made a part hereof.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Lessor, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named representatives, and Lessee, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

LESSOR:

**STATE OF GEORGIA, BY AND THROUGH
STATE PROPERTIES COMMISSION**

By: _____
Governor Brian P. Kemp
As Chairman of the
State Properties Commission

Attest: _____
Marty W. Smith
As Executive Director of the
State Properties Commission

(Seal Affixed Here)

Signed, sealed and delivered as to
Lessor in the presence of:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires:

[SIGNATURES CONTINUED NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LESSEE:

**COLUMBUS, GEORGIA, A CONSOLIDATED
CITY-COUNTY GOVERNMENT**

By: _____
Name: B. H. "Skip" Henderson, III
Title: Mayor

Attest: _____
Name: Lindsey G. McLemore
Title: Clerk of Council

Approved as to Form

By: _____
Name: Clifton C. Fay
Title: City Attorney

Signed, sealed and delivered as to
Lessee in the presence of:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires:

EXHIBIT "A "

Legal Description

All that tract or parcel of land situate lying and being in Land Lots 23 & 32 in the City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

BEGIN at a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and run thence along the easterly right of way of 10th Avenue North 00°47'47" East a distance of 399.89 feet to a PK nail in concrete; thence leaving said right of way run South 89°15'53" East a distance of 1,592.49 feet to a V2 rebar found on the westerly right of way of Jackson Avenue (an 80' R/W); thence run along the westerly right of way of Jackson Avenue South 00°01'34" West a distance of 401.09 feet to the intersection of the westerly right of way of Jackson Avenue and the northerly right of way of 4th Street; thence run along the northerly right of way of 4th Street North 89°13'22" West a distance of 1,597.88 feet to a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and the POINT OF BEGINNING.

Said property being shown on that certain Boundary Survey prepared for The State of Georgia by Trinity Land Surveying, bearing the seal and certification of Matthew S. Johnson, G.R.L.S. No. 2868, dated July 16, 2025.

EXHIBIT "B"

None

EXHIBIT “C”

Sublease

[Begins on Next Page]