

**STATE OF GEORGIA  
COUNTY OF MUSCOGEE**

**LEASE**

THIS LEASE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between COLUMBUS, GEORGIA, a consolidated city-county government, ("Lessor") and the BARCELONA, LLC, a Georgia limited liability company, ("Lessee").

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

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

(b) "Commencement Date" shall mean the date on which the term of this Lease commences.

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

(d) "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.

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

(f) "Lease" shall mean this Lease, together with any and all exhibits, special stipulations and attachments which may be part of this Lease.

(g) "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.

(h) ""Premises" shall mean the property more particularly described on Exhibit "A" and more particularly shown on Exhibit "B", both of which Exhibits are 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", in its present condition, and as suited for the use intended by Lessee.

3. Term.

(a) The term of this Lease shall commence on \_\_\_\_\_, 2021, and shall terminate at midnight on the day before the fifth (5th) anniversary of the Commencement Date, i.e. \_\_\_\_\_, 20\_\_\_\_\_.

(b) Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, and specific, respective written approvals by resolution of Lessor's

Council are given, all in accordance herewith, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, except for the rental due thereunder for one additional five (5) year Lease Term commencing on the fifth (5th) anniversary date of the Commencement Date, unless Lessee does not exercise a right of renewal or Lessor's Council fails to approve any subsequent renewal at which time the within Lease shall terminate at midnight as of the end of the term then in effect.

(c) The option to renew herein granted to Lessee may only be exercised upon: (i) the giving of one hundred and eighty (180) days 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 approvals thereof by Lessor's Council all in accordance herewith. The failure, or inability, due to default of Lessee to exercise the option 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.

(d) Anything in this Lease to the contrary notwithstanding, Lessor, upon one hundred and eighty (180) days prior written notice to Lessee, may terminate this Lease with or without cause, in which event, Lessee and Lessor shall have no further obligations hereunder to one another, or in any manner, whatsoever, except for such obligations which have arisen or accrued pursuant hereto prior to the date of such termination.

4. Rent. 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 Five Hundred Dollars (\$500.00) per year during the term of this Lease and any renewals thereof, all as stipulated in Section 3(b) hereof, except that such Basic Rent for any such renewal term may be conditioned upon increases in such Basic Rent found in the written approval from Lessor's Council as to any such renewal term. Basic Rent shall be due and payable, monthly, in advance, beginning on the Commencement Date and continuing on the first day of each successive calendar month thereafter throughout the term of this Lease and any renewals thereof, all as stipulated in Section 3(b) hereof and as may be increased in accordance with this Section 4.

5. Use. Lessee shall use the Premises only for the purposes of outside dining space and related restaurant and social activities. 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, nor bring or keep anything on or about the Premises which 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. Lessee shall use the Premises and keep them in use at all times during the term of this Lease and any renewals hereof, seasonal weather conditions permitting, and Lessee shall not abandon, vacate or cease to use the Premises during the term of this Lease and any renewals hereof, except for seasonal weather conditions preventing such usage.

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, including but not limited to electricity, gas, fuel, heat, sewer, telephone, power, sanitary services and trash collection. Lessee 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 Lessee. Lessee shall perform any and all maintenance, upkeep and repair of the Premises and its systems and equipment, and shall make all 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 8, 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 kept in a clean, sightly, refuse free, safe, substantial, and first class condition. At the termination of this Lease, Lessee shall leave the Premises in the same condition as Lessee was required to keep such Premises during the term of this Lease and any renewals hereof, excepting only ordinary wear and tear.

9. Alterations. Without Lessor's prior written consent, which consent shall be based upon professionally prepared plans and specifications submitted by Lessee to Lessor in order to obtain such approval from Lessor, Lessee shall not, make any alterations, additions or improvements in, on, about, or to the Premises, nor paint or affix any sign or other object to the exterior or walls of the Premises. All alterations, remodeling and improvements, which have received Lessor's prior written consent, shall be made in compliance with all 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.

10. Legal Requirements. Lessee shall, at Lessee's sole cost and expense, fully save, indemnify and hold Lessor harmless from any and all costs, of whatsoever kind and nature, to 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 Paragraphs 8 or 9 of this Lease.

11. Hazardous Materials.

(a) Neither Lessee nor any of its 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 obtains 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 11(a) hereof, or if a release of a hazardous material is caused or permitted by Lessee or by its 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 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. 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, 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.

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, Lessee shall notify Lessor, immediately, and the following provisions shall determine the effect of the damage or destruction on this Lease.

(a) If the Premises is completely destroyed, the term of this Lease, at Lessee's 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, or any renewals hereof, and Lessor and Lessee shall account for Basic Rent and other amounts payable by Lessee as of that date.

(b) If any part, but less than all, of the Premises is damaged or destroyed, Lessee shall, within sixty (60) days after such damage or destruction, at Lessee's sole election, either agree to restore or rebuild the Premises or terminate this Lease by giving Lessor written notice of termination. If Lessee agrees to restore or rebuild, Lessee shall restore or rebuild the damaged or destroyed part to a condition at least as good as the condition which existed immediately prior to the damage or destruction. Lessee shall complete the restoration or rebuilding within one hundred eighty (180) days after the date of said damage or destruction. If Lessor terminates this Lease, the term of this Lease shall expire on the date ten (10) days after the date of written notice of termination to Lessee, with the same effect as if such date were stated as a time for termination of the then Lease term, and Lessor and Lessee shall account for Basic Rent and other amounts payable by Lessee as of that date, with the payments from and after the date of the damage or destruction to be equitably prorated.

(c) Notwithstanding anything above to the contrary, the time within which Lessee shall complete any restoration or rebuilding shall be extended one day for each day restoration or rebuilding is delayed by strikes, lockouts, embargoes, acts of God, governmental restrictions or directives, shortages in power or fuel or causes beyond the reasonable control of Lessee.

14. Condemnation. If the entire Premises are condemned, the then 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 Lessee cannot use the remainder of the Premises for substantially the same purpose(s) as immediately prior to condemnation, Lessee may terminate this Lease on the date when possession is taken by the condemning authority, by giving Lessor notice of intent to terminate within sixty (60) days after Lessor gives Lessee notice of the condemnation. Any termination under this paragraph shall have the same effect as termination of the then 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 the then termination of the Lease term, and Lessor and Lessee shall account for Basic Rent and other amounts payable by Lessee 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 neither Lessor nor Lessee shall have any claim to any award or proceeds payable to the other. 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, Lessee shall pay, and shall protect, fully 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, whatsoever, 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 or of adjoining sidewalks, streets or ways; (b) violation of any agreements, representations, warranties, provisions, terms or conditions of this Lease by Lessee, and/or (c) violation of any law affecting the Premises or Lessee's occupancy or use thereof.

16. Insurance.

(a) Lessee shall procure, and maintain in full force and effect at its 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 \$500,000.00 per occurrence for damage to the property of others with not more than \$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, and explosion; (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 explosion, 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; (2) provide that the policy cannot be cancelled as to Lessor, except after the insurer gives Lessor thirty (30) days 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 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 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 thereafter, and has actual knowledge of the claim, and (6) not be subject to invalidation as to Lessor by reason of any act or omission of Lessee.

(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."

17. Usufruct. This Lease creates only the relationship of landlord and tenant between Lessor and Lessee, and no estate in land shall pass out of Lessor. Lessee shall have only a usufruct, not subject to levy and sale and not assignable, in whole, or in part, by Lessee except as specifically provided in this Lease.

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, on the part of Lessor to perform hereunder, and this Lease itself shall immediately cease and terminate thirty (30) days after any such disposition, with neither Lessor nor Lessee having any further obligation hereunder or to one another, in any way, whatsoever, except such obligations as may have arisen or accrued prior to the date of such termination.

19. Assignment, Subletting by Lessee. Lessee shall not transfer nor assign (whether by instrument, operation of law, withdrawal or change in members, merger, consolidation, dissolution, or reorganization of any type) this Lease, or any interest of Lessee under this Lease, without the prior written consent of Lessor. Lessee shall not sublet the Premises nor any part of the Premises, nor permit any party, other than Lessee, to use or occupy any part of the Premises, without the prior written consent of Lessor. Lessor may, in its sole 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 Lessee. Lessor's consent to one assignment, transfer or sublease, or to any use or occupancy by a party other than Lessee, shall not destroy nor waive this provision, and each later assignment, transfer and sublease, and each later use or occupancy of the Premises by a party, other than Lessee, 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, become and shall thereafter be directly liable to Lessor for all obligations of Lessee under this Lease (including, but not limited to Basic Rent) without, however, relieving Lessee (or any guarantor of Lessee's obligations) of liability to Lessor under this Lease.

20. [Section Intentionally Deleted]

21. 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, if no event of default then exists, remove all personal property which Lessee has installed or otherwise located on the Premises and which is not attached to the Premises, provided that Lessee promptly restores the Premises to their condition immediately preceding the time such property was installed or otherwise located on the Premises. In the event that Lessee does not remove said property prior to the vacation of the Premises, then it shall become the property of Lessor, and Lessee shall pay all costs incurred by Lessor for the removal of the same.

22. Risk of Loss of Property and Risk of Injury. Lessor shall not, at any time, whatsoever, be liable for any loss of or damage to any property of Lessee 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, Lessee 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.

24. 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 monthly rental being paid at such time, and there shall be no renewal nor extension of this Lease by operation of law.

25. Right of Entry. Lessee shall permit Lessor and Lessor's representatives, agents and employees to enter the Premises at all times during Lessee's business hours, and at such other reasonable times, for the purposes of inspecting the Premises; showing the Premises to prospective tenants; making any repairs or replacements or performing any maintenance required of Lessee hereunder which it 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. 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 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, nor to inspect the Premises, at any time, or to do, nor to pay for any work which Lessee is required to perform under any provision of this Lease for which inspection or payment Lessor has no duty or obligation.

26. Lessor's Right to Act for Lessee. If Lessee fails to make any 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, make any such payment, or take any such action required of Lessee hereunder. 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.

27. 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, or other payments 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, or any other payment to be made by Lessee), and shall fail to cure such default within thirty (30) days after Lessor gives Lessee notice of the failure; (iii) Lessee or any Guarantor of this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditor, and/or (iv) Lessee or any Guarantor of this Lease 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 or any Guarantor of this Lease a petition in bankruptcy or insolvency, or a similar proceeding, or Lessee or any Guarantor shall be adjudicated bankrupt or insolvent in proceedings filed against, or on behalf of, Lessee or any such Guarantor of this Lease.

(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, 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 release 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 then term of this Lease (as if this Lease were not terminated, even if this Lease is terminated), together with 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, 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 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 for the period prior to termination.

28. Landlord's Lien. Lessee hereby grants to Lessor a lien and security interest in any and all property, furniture, furnishings, equipment, fixtures and personal property of Lessee located in the Premises during the term of this Lease, as may be renewed, 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 27 above, 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. Upon written request by Lessee, Lessor will subordinate



its lien granted in this Paragraph 28 to any purchase money security interest of any vendor or supplier of Lessee.

29. Late Charge. Notwithstanding anything to the contrary contained herein, should Lessee fail to pay any installment of Basic Rent punctually on the due date thereof, Lessee shall pay to Lessor as additional rent, a late charge equal to the greater of five (5%) percent of such installment, or Fifty (\$50.00) Dollars, whichever sum is greater.

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 actually incurred 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 Lessee: Barcelona, LLC  
P.O. Box 19  
Columbus, Georgia 31902

(b) Any party may change the address 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 its 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, 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 in writing executed by all the Parties. 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.

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. 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 electronically or by facsimile 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.

37. **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.

[SIGNATURES TO FOLLOW]

LESSOR:

COLUMBUS, GEORGIA, a  
consolidated city-county government

By: \_\_\_\_\_  
City Manager

(SEAL OF CITY)

LESSEE:

BARCELONA, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Kenneth W. Nelms, Manager

(COMPANY SEAL)

EXHIBIT "A"

All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, and being designated as "**PARCEL 'B', 0.167 Ac.**" on that certain map or plat entitled "Replat of Part of City Lots 164 & 165, Columbus, Muscogee County, Georgia," dated March 18, 2008, prepared by Moon, Meeks, Mason & Vinson, Inc., and recorded in Plat Book 161, Page 231, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the specific location and dimensions of said Parcel B.

*See attached Deed*

RECORDED IN PLAT BOOK 161 FOLIO 231

CP# 2008020164  
GEOGRAPHIC LOCATION  
PLAT # 161 FOLIO 231  
COLUMBUS PLAT BOOK  
COLUMBUS COUNTY  
MUSCOGEE COUNTY

166

163

ELEVENTH STREET 99'

PARCEL "A"  
0.214 AC.

PARCEL "B"  
0.167 AC.

CHRISTOPHER LOSANSKY, ET AL

SAMUEL W. OATES, JR.

FIRST AVENUE INVESTMENTS LLC

FIRST AVENUE 132'

WAYS ARE SUBJECT TO NATURAL  
LIMITED INVESTMENT OF COLUMBUS  
PLAT BOOK 161 FOLIO 231  
BE ANY LAND OBTAINING ACTIVITY ON  
COLUMBUS PLAT BOOK 161 FOLIO 231  
FOR A PERIOD OF 18 MONTHS  
COMPLY WITH THE APPLICABLE  
NATED GOVERNMENT HAS AN EASEMENT  
1 AND RESTRICTIONS OVER PORTIONS  
COLUMBUS PLAT BOOK 161 FOLIO 231  
COLUMBUS COUNTY, GEORGIA

COLUMBUS CONSOLIDATED GOVERNMENT

LEGEND  
--- DENOTES IRON STAKE  
--- BUILDING WALL  
--- MANHOLE



REVISOR'S CERTIFICATE  
I HAVE REVIEWED THIS PLAN AND CORRECTED THE ERRORS INDICATED BY THE REVISIONS. I HAVE REVIEWED THE PLAN AND THE REVISIONS TO BE SURE THAT ALL INFORMATION IS CORRECT AND THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

YOU MUST SIGN THIS PLAN IN THE PRESENCE OF A WITNESS AND ONE OF THE PARTIES TO THE PLAN. THE SIGNATURE OF THE PARTIES TO THE PLAN MUST BE FILED WITH THE PLAN.

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CERTIFICATE FOR ENGINEERING APPROVAL  
I HAVE REVIEWED THIS PLAN AND CORRECTED THE ERRORS INDICATED BY THE REVISIONS. I HAVE REVIEWED THE PLAN AND THE REVISIONS TO BE SURE THAT ALL INFORMATION IS CORRECT AND THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

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OWNER'S CERTIFICATE  
I HAVE REVIEWED THIS PLAN AND CORRECTED THE ERRORS INDICATED BY THE REVISIONS. I HAVE REVIEWED THE PLAN AND THE REVISIONS TO BE SURE THAT ALL INFORMATION IS CORRECT AND THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

YOU MUST SIGN THIS PLAN IN THE PRESENCE OF A WITNESS AND ONE OF THE PARTIES TO THE PLAN. THE SIGNATURE OF THE PARTIES TO THE PLAN MUST BE FILED WITH THE PLAN.

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CERTIFICATE FOR FINAL PLAT APPROVAL  
ALL REQUIREMENTS OF THE COLUMBUS PLAT BOOK 161 FOLIO 231 HAVE BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

YOU MUST SIGN THIS PLAN IN THE PRESENCE OF A WITNESS AND ONE OF THE PARTIES TO THE PLAN. THE SIGNATURE OF THE PARTIES TO THE PLAN MUST BE FILED WITH THE PLAN.

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REPLAT OF  
PART OF  
CITY LOTS 164 & 165  
COLUMBUS, MUSCOGEE COUNTY, GEORGIA  
Scale 1" = 20' 18 March 2008  
MOON, MEERS, MASON & VINSON, INC.  
Civil Engineers  
Columbus, Georgia

**GUARANTY**

In order to induce Columbus, Georgia, a consolidated city-county government, as Lessor, to enter into a certain Lease, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, pertaining to certain premises more particularly described and shown as Exhibits "A" and "B" therein, the provisions of which Lease are incorporated herein and made a part hereof by reference thereto (hereinafter referred to as the "Lease"), with BARCELONA, LLC, a Georgia limited liability company, as Lessee, the undersigned, KENNETH W. NELMS and THOMAS D. JONES, having an address of Post Office Box 19, Columbus, Muscogee County, Georgia 31901, (hereinafter referred to, individually as "Guarantor", and collectively as "Guarantors") do hereby unconditionally guarantee the payment of all Basic Rent, as may be increased, all as defined in the Lease, as well as any other sums on the part of Lessee to be paid thereunder and the prompt performance by Lessee of all other terms and conditions of the Lease, Guarantors agree that it shall not be necessary for Lessor to resort to or exhaust its remedies against Lessee before calling, jointly or severally, upon Guarantor or Guarantors for payment or performance of any obligation hereby guaranteed. This Guaranty shall be respectively binding upon the Guarantors during the original Term of the Lease and any renewals thereof. Guarantors respectively covenant and agree that they have a direct financial interest in the making of the Lease and any renewals thereof.

Guarantors hereby respectively agree that they waive notice of any and all defaults under the Lease and waive all notices to which Guarantors, jointly or severally, might otherwise be entitled by law. Guarantors, respectively, consent to any extension of time, extension of Lease terms, and any and all modifications and amendments to the Lease which might hereafter be entered into between Lessor and Lessee, or their respective successors and assigns, whomsoever, without any notice to Guarantors and without in any manner affecting the joint and several liability each Guarantor has hereunder. This Guaranty shall remain in full force and effect notwithstanding any course of dealings between Lessor, its successors and assigns, and Lessee, its successors and assigns, and this Guaranty shall remain, jointly and severally, binding upon each Guarantor if Lessee shall sublet all or any part of the Premises, or shall assign the Lease. Guarantors do further, jointly and severally, agree that each of their respective liability under this Guaranty shall not be affected by the modification, release or discharge of Lessee in any creditors' action, receivership, bankruptcy, or other proceedings, or by reason of the operation of any present or future provision of the National Bankruptcy Act or other statute, or the decision of any court, or any disability or other defense of Lessee.

This Guaranty shall respectively inure to the benefit of Lessor named in the Lease, and to its successors and assigns. This Guaranty is attached to and made a part of the Lease, and each Guarantor acknowledges that he has received a copy thereof.

IN WITNESS WHEREOF, each Guarantor has caused this Guaranty to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed in the presence of: \_\_\_\_\_(L.S.)  
KENNETH W. NELMS

\_\_\_\_\_  
Witness

Signed in the presence of: \_\_\_\_\_(L.S.)  
THOMAS D. JONES

\_\_\_\_\_  
Witness