LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as this "Agreement," is made and entered into this first day of March, 2022, by and between FAMILY HOLDINGS SUB, LLC, whose business address for purpose of this Agreement is 600 Brookstone Centre Parkway, Columbus, Georgia 31904, hereinafter referred to as "Landlord," and Columbus, Georgia, a consolidated government, hereinafter referred to as "Tenant" whose business address is 100 10th Street, Attn City Manager, Columbus, GA 31901, and the Superior Court of Muscogee County, hereinafter referred to as "Occupant" whose business address for purpose of this Agreement is 100 10th Street, Columbus, Georgia 31901.

WITNESSETH THAT:

ARTICLE I. DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

- 1. "Building" shall be construed to mean the building containing the Premises. References in this Agreement to the Building are deemed to include the Premises.
- 2. "<u>Casualty</u>" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
- 3. "Common Area" shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.
- 4. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.
- 5. "Hazardous Substances" shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," "regulated substance," "medical waste," "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment,

public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.

- 6. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.
- 7. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association, or individuals, shall in all cases be assumed as though in each case fully expressed.
- 8. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements, and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.
- 9. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. "Mortgages" shall mean more than one "Mortgage."
- 10. "Notice(s)" shall be in writing and shall be delivered by hand, be sent by registered or certified United States mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by Notice given in accordance herewith. Notices delivered by hand shall be deemed given upon the date so delivered, whenever any Notice, demand or request is required or permitted under this Agreement. Notices given by mailing shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, which is triggered by the Notice must be given, shall commence to run from the date of receipt of the Notice by the addressee thereof, on the third (3rd) day following mailing or the date the addressee would have received the Notice but for the refusal of the addressee to accept delivery, whichever occurs first.
- 11. "Tenant" shall be construed to mean Columbus, Georgia, a consolidated city-county Government.
- 12. "Occupant" shall be construed to mean the Superior Court of Muscogee County and or its affiliated agencies.
- 13. "Party" shall be construed to mean either Landlord or Tenant or Occupant, as appropriate.
 "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors, and assignees of said Party, the same as if in each case expressed.
- 14. "Premises" shall include not only the property more particularly described below and shown in "EXHIBIT A," encompassing 31,501+/- leasable square feet.

15. "Term" shall include not only the original term but also any renewal or extension of the original term.

ARTICLE II. PREMISES LEASED AND ADDITONAL LEASE SUPPORTING DOCUMENTS

1. <u>Premises Leased</u>. Landlord, in consideration of the rents agreed to be paid by Tenant, and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "Provisions") hereby grants a usufruct to Tenant, and Tenant hereby takes and rents, pursuant to those Provisions, the Premises consisting of approximately 31,501 rentable square feet of office space located at:

2100 Comer Avenue

Columbus, Georgia 31904

- 2. <u>Drawing of Premises</u>. The Premises are further shown and delineated on "EXHIBIT A," a drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.
- 3. <u>Additional Documentation</u>. The following index outlines additional lease documentation included on EXHIBIT B is attached hereto, incorporated in, and by reference made a part of this Agreement.

a. EXHIBIT B Index

Document Name	Number of Pages	Date of Inspection/Report
Georgia SOS Annual Registration	1	3/19/2021
Certificate of Organization	1	3/6/2008
Articles of Organization	2	3/6/2008
Operating Agreement	9	3/6/2008
W-9	1	1/29/2021
Elevator Permit	5	5/25/2021
Boiler Inspection Reports	2	7/20/2020 (expires 2022)
Fire Inspection	4	6/4/2021
Fire Pump Inspection	7	6/4/2021
Sprinkler Inspection	8	6/9/2021
Evidence of Property Insurance	2	1/12/2022
General Liability Insurance	2	1/12/2022

ARTICLE III. TERM, RENTAL RATE & RENEWAL OPTION

- I. <u>Term.</u> This Agreement shall commence on the 1st day of March, 2022 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the 31st day of December 2022 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date, the Expiration Date, and the period between are hereinafter collectively referred to as the "Term."
- 2. <u>Rental Rate</u>. For the use, Common Area Fees, Electricity, Gas, Water, Sewer, Dumpster Fees, Property Taxes, Common Area Liability Insurance, Real Property Insurance, 9 Office Suite Furniture

Rental Packages, Reception, Hearing and Waiting Area Chairs and tables (more fully detailed in sub section five (5) below), and Occupied Space Janitorial Services. Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address as may be designated in writing from time to time by Landlord, the total fixed equal monthly rental of Fifty-Five Thousand Eight Hundred Thirty-Two and 00/100 (\$55,832.00) (hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the 1st day of each and every calendar month during the said Term

- 3. <u>Renewal Option</u>. Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement and will accept a written Letter of Intent (LOI), within 30 days of expiration of the aforementioned Term, for four (4) additional periods of one (1) year each (hereinafter referred to as "Renewal Option(s)").
- 4. <u>Renewal Rental Rate</u>. Should Tenant renew this Agreement as provided above, the following rates shall apply:

Lease Years	Lease Years Term		Annual Per SF	
1-5	Annual	\$669,982	\$21.27	

5. <u>Rental Furnishings</u>.

Item Description	Quantity	Location	Comments
Waiting Seating	200 +-	Jury Pool Room	Metal frame
Administrative Desk on elevated platform	3	Jury Pool Room	Landlord will build small,
			elevated platform. Height to
			be provided by Tenant.
Bookcase/Magazine Storage	4	Jury Pool Room	
Office Desk Chair with Arms	4	Jury Pool Room	
Office Desk Chair with Arms	4	Deputy Screening Area	
Waiting Seating	70 +-	Hearing Room 1	Metal frame
Plaintiff/Defendant Table	2	Hearing Room 1	
Executive Desk/on elevated platform	1	Hearing Room 1	Landlord will build small,
			elevated platform. Height to
			be provided by Tenant.
Witness Chair with arms on elevated platform	1	Hearing Room 1	Landlord will build small,
			elevated platform. Height to
			be provided by Tenant.
Administrative Desk/ for Clerk	1	Hearing Room 1	
Waiting Seating	70 +-	Hearing Room 2	Metal frame
Plaintiff/Defendant Table	2	Hearing Room 2	
Executive Desk/on elevated platform	1	Hearing Room 2	Landlord will build small,
			elevated platform. Height to
			be provided by Tenant.
Witness Chair with arms on elevated platform	1	Hearing Room 2	Landlord will build small,
			elevated platform. Height to
			be provided by Tenant.

Administrative Desk/ for Clerk	1	Hearing Room 2	
Executive Office Package*	3	Judicial Offices	
Administrative Office Package**	6	As directed by Tenant	

^{*}Executive Office Package includes one (1) executive desk, one (1) office chair with arms, two (2) guest chairs, one (1) small conference table with two (2) chairs, one (1) bookcase, and filing cabinet if requested.

All furniture provided by Landlord will be similar scope and quality to all other furnishing throughout the building. At expiration of third lease term, all furnishings become property of Tenant.

ARTICLE IV: PERMITTED USE AND ABANDONMENT

- 1. Permitted Use of Premises. Tenant and Occupant do hereby this day rent and take from Landlord the above- described Premises, upon the said Provisions herein stated, to be used for any lawful business purpose. Occupant may use the Common Area to conduct Occupant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Occupant further agrees not to sell or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.
- 2. <u>Waste and Nuisance</u>. Occupant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.
- 3. <u>Abandonment of Premises by Occupant</u>. During the Term of this Agreement, Occupant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Occupant shall mean that Occupant (or Occupant's permitted affiliated agency, assignee, or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair or improvements.

ARTICLE V. LANDLORD COVENANTS

1. Covenant of Title and Quiet Enjoyment.

a. Landlord covenants that it is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant and Occupant paying the rent and keeping the provisions herein contained, shall lawfully, quietly, and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons

^{**}Administrative Office Package includes one (1) administrative desk, one (1) chair with arms, two (2) guest chairs, one (1) bookcase, and filing cabinet if requested.

whatsoever. If for any reason whatever, Tenant or Occupant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving Landlord Notice thereof.

b. If Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

2. Environmental Covenants & Remediation.

- a. Landlord warrants, to Landlord's best knowledge, that no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land.
- b. If removal, encapsulation, or other remediation of Hazardous Substances located in, on or under the Land or Building is required by applicable Laws (the "Remediation"), Landlord shall immediately, at no expense to Tenant, take all measures necessary to comply with all applicable Laws and perform such Remediation, unless such Hazardous Substances were released or placed on the Land or Building by Tenant. Landlord shall repair and restore the Land or Building at Landlord's sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building until the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically, or practically used for the operation of Occupant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by Notice to Landlord which termination shall be effective on Landlord's receipt.
- c. Landlord shall indemnify and hold Tenant and Occupant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant or Occupant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

3. Condemnation.

- a. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that to Landlord's best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land.
- b. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasipublic use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant or Occupant shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon Notice to Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises.
- c. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify Landlord within thirty (30) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "Tenant Election").
- d. In the event the Tenant elects have Occupant remain on the Premises under the conditions set forth above, Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. If Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord which shall be effective upon Landlord's receipt.
- e. The rights of Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity or condemning authority exercising the power of eminent domain or condemnation.
- 4. <u>Additional Landlord Covenants</u>. Representations and Warranties. Landlord represents warrants and covenants to and with Tenant and Occupant, knowing that Tenant and Occupant are relying on each such representation, warranty, and covenant, that:
- a. there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;

- b. the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord;
- c. to Landlord's best knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Occupant to conduct Occupant's business will not be in violation of any Laws applicable to the Premises;
- d. the elements of the Building that Landlord is obligated to repair, maintain, and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;
- e. on the Commencement Date, the Premises complies in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;
- f. as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair;
- g. the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and
- h. the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

ARTICLE VI. UTILITIES, JANITORIAL SERVICES AND BUILDING ACCESS CONTROL

- 1. <u>Utilities</u>. With the sole exception of telephone, Landlord shall furnish and pay for electricity, gas, water, sewer, and any other utility used by Occupant while occupying the Premises.
- 2. <u>Janitorial Services</u>. Landlord will provide regular professional quality janitorial services three (3) times per week, or as required by Tenants occupancy, use, or government mandated cleaning requirements.
- 3. <u>Building Access Control</u>. Landlord has installed KeyScan Access Control System. System is currently active on all non-public exterior doors. Landlord will use best efforts to integrate Occupant's key-card system. If integration is not possible, Landlord will provide Occupant's employees and designated officials KeyScan access badges upon receipt of written request and approval of Occupant. Tenant or Occupant can obtain technical information on the KeyScan system from Landlord or by contacting KeyScan vendor.

- 1. <u>Construction</u>. Landlord will commence construction activities upon receipt of a fully executed lease agreement. Landlord will use best efforts to provide partial and/or full occupancy within 60 days of construction commencement or lease execution. All work completed will be in good and quality workmanship manner with material commensurate with materials throughout the building. Landlord will provide audio/video systems in areas designated by Occupant. Audio/video systems will include wall-mounted monitors up to 55 inches and speakers to cover volume requirements for size and scale of room and use. Landlord will install two (2) each Category 6 (CAT 6) connections in Jury Pool Room, Jury Selections Rooms, and each individual office area. Landlord will also install up to an additional twenty (20) CAT 6 connections as determined by Occupant.
- 2. <u>Casualty Affecting the Premises</u>. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Occupant's sole good faith judgment, renders the Premises unsuitable for the Occupant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty.
- a. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving Notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty;
- b. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, Fixed Rental and Operating Expenses shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business.
- c. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then Landlord shall promptly proceed to restore the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such restoration shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon Landlord's receipt.

3. Repairs & Maintenance by Landlord.

a. Throughout the Term of this Agreement, Landlord, at Landlord's sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary, the Building and Common Area, including without limitation, Drainage Facilities, heating, ventilation, and air conditioning ("HVAC") systems, roof, foundations, footings, columns, exterior walls and other structural components, parking and other Paved Areas, utility lines and sewer pipes, interior portions of the Premises, other

building systems and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors.

- b. Landlord shall also keep the Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement. Landlord shall also (i) keep the Common Area well-lit and change light bulbs in the Common Area and Premises as necessary; (ii) perform the janitorial services for the Common Area; (iii) and maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time. Landlord shall remove all ashes, garbage, trash, excelsior, straw, and all other refuse from the Common Areas of the Building, inside and out.
- c, Tenant or Occupant shall give Landlord prompt Notice if either believes that there is a condition that requires maintenance, repair, or replacement.
- 4. <u>Landlord's Entry for Inspection and Repairs</u>. Occupant shall permit Landlord, its agents, or employees to enter onto the Premises at all reasonable times, provided that Landlord shall provide no fewer than two (2) days' prior Notice, for the purpose of inspecting or making repairs to any portion of the Premises or performing any other obligation required under this Agreement. In case of emergencies, Occupant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.
- 5. <u>Landlord's Employees and Contractors</u>. Landlord shall use care to select honest and efficient employees or third parties for performance of any obligation required under this Agreement. Landlord shall be responsible to Tenant and Occupant for the negligence, theft, fault, and misconduct of such employees and third parties. Occupant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees and third parties which in any way interferes with Occupant's full enjoyment of the Premises.
- 6. <u>Parking</u>. For convenient access to the Premises, Landlord shall provide non-exclusive parking in the amount of 4 Parking Stalls per 1,000 square feet of leased space, which shall be provided free of charge through the Term of the lease and any Renewal Options.

ARTICLE VIII. INSURANCE

1. Landlord 's Insurance. Landlord shall procure and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as

an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties.

2. <u>Tenant's Insurance</u>. Throughout the Term of this Agreement, Tenant will provide proof of insurance or self-insure and maintain insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.

ARTICLE IX. DEFAULT AND LEASE EXPIRATION

- Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Occupant and Occupant's effects from Premises.
- 2. <u>Entry for Carding.</u> Etc. In the event the Tenant does not exercise the renewal or extension option provided above, then Landlord may, within the ninety (90) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or "For Lease." Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants, or lessees.
- 3. <u>Surrender of the Premises</u>. Occupant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of Landlord excepted.
- 4. <u>Holding Over</u>. Any holding over or continued use and/or occupancy by the Occupant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy- at-will at the same monthly rate of rental set out above and under the same Provisions in force at the expiration or termination of this Agreement.

ARTICLE X. TENANT ASSIGNMENT

- 1. <u>Assignment and Subletting of Premises by the Tenant</u>. No assignment or subletting is permitted without Landlord's prior written consent which shall not be unreasonably withheld.
- 2. Additional Items Regarding Assignment or Subletting. Occupant and any Affiliated Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupant shall not be an agent of Tenant and shall not have actual, constructive, or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

ARTICLE XI. ADDITIONAL TENANT CLAUSES

1. No Tenant Obligation regarding Financing. Tenant has not and will not participate in the structuring, offering, or issuance of any bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to any bonds or the financing of the Premises, nor any moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of any bonds or financing. Neither this agreement nor the revenues paid by Tenant under this agreement can be pledged or assigned by Landlord as security for any bonds or similar instrument issued to acquire, construct, renovate, rehabilitate, or finance the Premises. Should such actions occur, this agreement shall be terminable without recourse at the sole discretion of the Tenant. Under no circumstances should there be any expectation of Landlord or any third party regarding the availability of revenues generated from this Agreement beyond the current one-year term. Any such reliance beyond the current one-year term is at the sole risk of such party and the Tenant shall have no legal or moral obligation with respect to any losses suffered by such party.

ARTICLE XII. INTERPRETATION AND ENFORCEMENT

- 1. <u>Headings</u>. The use of headings, captions and numbers in this Agreement are solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
- 2. <u>No Waiver of Right</u>. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present, or future.
- 3. <u>Time of Essence</u>: Dates. Time is of the essence of this Agreement. 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 Agreement. If any date set forth in this Agreement shall fall

on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date or expiration shall automatically be extended to the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.

- 4. <u>Binding Effect on Heirs, Assigns, Etc.</u> Each of the Provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors, and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.
- 5. <u>Change in the Ownership of the Premises</u>. No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant. Further, no change or division in the ownership of the Premises shall be binding on Tenant for any purpose until Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises, as well as a certified copy of the novation and assignment.
- 6. <u>Requirement for Written Amendment</u>. This Agreement shall not be modified or amended in any respect except by a written agreement, executed by the Parties in the same manner as this Agreement is executed.
- 7. <u>Jurisdiction and Venue</u>. This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Georgia. The parties hereby agree that the Superior Court of Muscogee County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.
- 8. <u>Counterparts and Authority to Execute</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.
- 9. <u>Right to Counsel and Interpretation</u>. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.
- 10. <u>Entire Agreement</u>. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or

agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect.

[Signatures begin on next page and remainder of page is intentionally blank]

WITNESS	TENANT
Date	Columbus, Georgia by Isaiah Hugley, City Manager
Notary Public My Commission Expires:	
(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)	
Ву:	
WITNESS	OCCUPANT
Date	Superior Court of Muscogee County By Bemon G. McBride III, Chief Judge Chattahoochee Judicial Circuit
Notary Public My Commission Expires:	
(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)	
Ву:	

WITNESS	LANDLORD
	Family Holdings Sub, LLC
Data	
Date	
Notary Public	
My Commission Expires:	
(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)	
Ву:	

EXHIBIT A

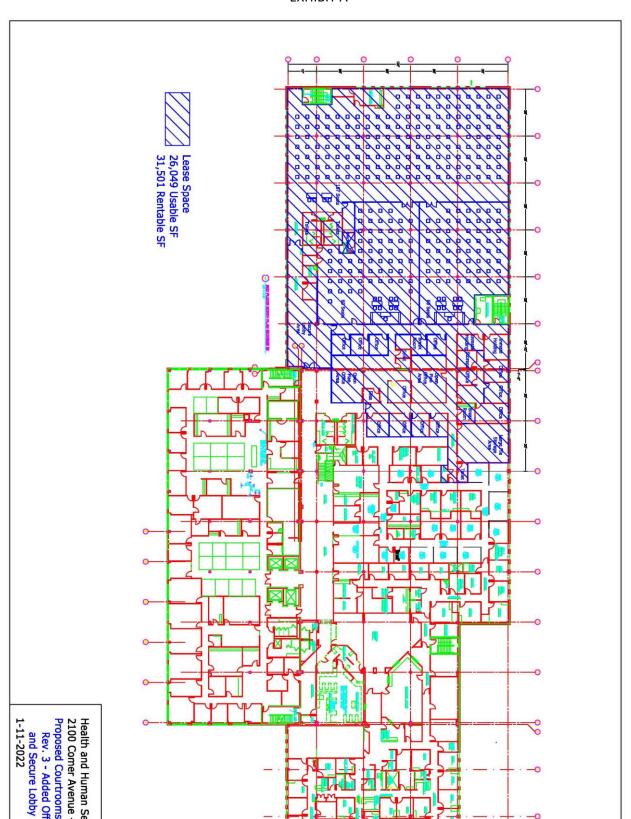


EXHIBIT B

Exhibit B

Document Name	Number of Pages	Date of Inspection/Report
Georgia SOS Annual Registration	1	3/19/2021
Certificate of Organization	1	3/6/2008
Articles of Organization	2	3/6/2008
Operating Agreement	9	3/6/2008
W-9	1	1/29/2021
Elevator Permit	5	5/25/2021
Boiler Inspection Reports	2	7/20/2020 (expires 2022)
Fire Inspection	4	6/4/2021
Fire Pump Inspection	7	6/4/2021
Sprinkler Inspection	8	6/9/2021
Evidence of Property Insurance	2	1/12/2022
General Liability Insurance	2	1/12/2022

STATE OF GEORGIA

Secretary of State Corporations Division

313 West Tower 2 Martin Luther King, Jr. Dr. Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed Secretary of State Filing Date: 3/19/2021 9:51:43 AM

CONTROL NUMBER

BUSINESS NAME

BUSINESS TYPE

EFFECTIVE DATE ANNUAL REGISTRATION PERIOD 08019075

FAMILY HOLDINGS SUB, LLC Domestic Limited Liability Company

03/19/2021

1222 Broadway, Columbus, GA, 31901, USA ADDRESS

NAME

ADDRESS

COUNTY

Fray McCormick

1111 Bay Avenue, 3rd Floor, Columbus, GA, 31901, USA

Muscogee

and before it is to the state of the state o AUTHORIZER SIGNATURE

AUTHORIZER TITLE

Tracy Sayers

Registered Agent

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, Karen C Handel, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

FAMILY HOLDINGS SUB, LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on 03/06/2008 by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on March 6, 2008



Karen C Handel Secretary of State

even CHandel

Control No: 08019075 Date Filed: 03/06/2008 10:53 AM Karen C Handel Secretary of State

ARTICLES OF ORGANIZATION OF FAMILY HOLDINGS SUB, LLC A GEORGIA LIMITED LIABILITY COMPANY 08 MAR - 6 AM 10: 53

ARTICLEI

RECEIVED SECRETARY OF STATE SOUTH GA OFFICE

Name

The name of the limited liability company is FAMILY HOLDINGS SUB, LLC (hereinafter referred to as the "Company").

ARTICLE II

Management

The Company shall be managed by its members.

IN WITNESS WHEREOF, I have hereunto executed these Articles of Organization, this 5th day of March, 2008.

Medicard Sprouse Organizer

Page, Scrantom, Sprouse, Tucker & Ford, P.C. P. O. Box 1199 Columbus, Georgia 31902-1199

State of Georgia Creation - Domestic Entity 2 Page(e) T0800814510

:

OFFICE OF SECRETARY OF STATE

CORPORATIONS DIVISION

ROBERT RAY, JR.

Suite 315, West Tower, 2 Martin Luther King, Jr., DriveAssistant Secretary of State-Atlanta, Georgia 30334-1530 Operations
(404) 656-2817

Registered agent, officer, entity status information on the Internet WARREN H. RA

CONTROL#_

CHECK/

http://www.sos.state.ga.us

WARREN H. RARY Director

TRANSMITTAL INFORMATION GEORGIA LIMITED LIABILITY COMPANY

PENDING #

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET#

YPE CODE	· EXAMINER	JURISE	ICTION (COUNTY) COL)E	
TICE TO APPLICA	ant: Print Plainly or Type	REMAINDER OF THIS FO	RM.		
110 Nama Da	servation Number	10			
FAMILY H	OLDINGS SUB, LLC				
LLC Name	0000110000000	4 8			
1 Edward Spp	ouse, Page, Scrantom, Sprouse	Tucker & Ford, P.C.			(706) 324-025
Applicant/Atto	mey			Tel	ephone Number
P.O. Box 1199	2				
Address		GA		3190	2-1199
City		state			Zip Cod
			,		
. 600 Brooksto	ne Centre Parkway				
Principal Off	ce Mailing Address				31904
	Georgia	Itate			Zip Cod
City		olate			
4. J. Edward Spr				(80	
Name of Regi	stered Agent in Georgia	22.50			
1111 Bay Ave	mue, Third Floor fice Street Address in Georgia				
Columbus	G	eorgia			31901
City		State			Zip Code
i. Name and Ad	dress of each organizer (Atta	ch additional sheets if ne	cessary)		
J. Edward Sp	rouse IIII.E	lay Avenue, Third Floor	. Columbus	GA State	31901 Zip Code
Organizer	Ad	dress	City	PIRIC	Zip Code
			L - 6-11		
S. Mail or	deliver to the Secretary of Stat				
33	The original and one copy of	the Articles of Organiza	tion	59 (100)	
0/20.	The original and one copy of A filing fee of \$100.00 payab	le to Secretary of State.	Filing fees are NON-refu	ndable.	
V/V Der	A Blazen	Cu.	cuch 5, 2008		
1000 A	zed Signature		Date		_
Member	Manager or Organizer)		* *		7 72
	,				FORM 23

OPERATING AGREEMENT OF FAMILY HOLDINGS SUB, LLC

THIS OPERATING AGREEMENT of FAMILY HOLDINGS SUB, LLC is made effective as of the day of March, 2008, by and between FAMILY HOLDINGS, Inc., a Georgia corporation (the "Member"), and FAMILY HOLDINGS SUB, LLC, a Georgia limited liability company (the "Company").

RECITALS:

WHEREAS, the Member wishes to form a limited liability company pursuant to the Georgia Limited Liability Company Act, as amended from time to time (the "Act"), by filing the Articles of Organization of the Company with the office of the Secretary of State of the State of Georgia and by entering into this Agreement;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein, the Member and the Company, intending to be legally bound, agree as follows:

ARTICLE 1.

DEFINITIONS

As used in this Agreement, the following underlined terms shall have the following meanings:

- 1.1 <u>Agreement</u>. This Operating Agreement, including any instruments incorporated by reference, as amended from time to time.
- 1.2 <u>Available Cash.</u> As of any date, the cash of the Company as of such date less such portion thereof as the Member determines to reserve for Company expenses, debt payments, capital improvements, replacements and contingencies.
- 1.3 <u>Capital Contribution</u>. With respect to the Member, the amount of money and the initial gross asset value of any property (other than money) contributed to the Company with respect to the Member Interest held by the Member.
- 1.4 Company. FAMILY HOLDINGS SUB, LLC, a Georgia limited liability company.
 - 1.5 Member. FAMILY HOLDINGS, INC., a Georgia corporation.
- 1.6 <u>Member Interest</u>. As to the Member, its capital account, percentage interest, right to distributions, right to profits and losses, right to manage the Company, and any other rights which such Member has in the Company pursuant to this Agreement or otherwise.

- 1.7 Person. A natural person or an entity, including, without limitation, a corporation, limited liability company, general partnership, joint venture, limited partnership, trust or business trust.
- 1.8 <u>Transfer</u>. Any sale, exchange, transfer, assignment, pledge, hypothecation or other disposition.

ARTICLE 2.

GENERAL

- 2.1 <u>Registered Office and Agent</u>. The Member shall cause the Company to maintain a registered office and a registered agent as required by the Act.
- 2.2 Name. The name of the Company shall be FAMILY HOLDINGS SUB, LLC, and all business of the Company shall be conducted in such name or in any other name or names that are selected by the Member. The Member may change the name of the Company and may amend the Articles of Organization to give effect to such change in name.
- 2.3 <u>Term.</u> The Company shall continue until the Company is dissolved under Article 8 of this Agreement.
- 2.4 <u>Authorized Person</u>. J. Edward Sprouse is and shall be deemed an authorized person for purposes of filing the Articles of Organization of the Company with the State of Georgia and for any other purpose under the Act.

ARTICLE 3.

CAPITAL

3.1 <u>Capital Contributions</u>. The Member will make such capital contributions to the Company at such times and in such amounts as the Member may determine necessary in connection with the operation of the Company. The Member may, but shall not be required to, make additional capital contributions to the Company.

ARTICLE 4.

DISTRIBUTIONS

4.1 <u>Distributions</u>. Except as otherwise provided in this Agreement, the Company's Available Cash shall be distributed to the Member at such times and in such amounts as the Member may determine.

ARTICLE 5.

TAX STATUS

5.1 <u>Tax Status</u>. The Member intends that the Company be disregarded for federal, state and local income tax purposes and that any income or loss of the Company will be treated as the income or loss of the Member for all such tax purposes.

ARTICLE 6.

MEMBERS; MANAGEMENT OF COMPANY

- 6.1 Management. Management of the Company is vested in the Member.
- 6.2 Officers and Other Agents. The Company shall have the officers set forth on Exhibit A attached hereto, and the Member may, in its sole discretion, appoint such other officers and other agents for the Company, with such titles and duties, as the Member deems to be appropriate.
 - 6.3 Indemnification. To the fullest extent permitted by the Act:
- The Company (and any receiver, liquidator or trustee of, or successor of, (a) the Company) shall indemnify and hold harmless the officers of the Company and the Member and (to the extent approved by the Member) each employee, officer and agent of the Member from and against any and all liabilities, losses, damages, penalties, actions, judgments, suits, claims, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, all costs and expenses of defense, appeal and settlement of any and all suits, actions and proceedings involving the officers of the Company or the Member or any employee, officer or agent of the Member and all costs of investigation in connection therewith) that may be imposed on, incurred by or asserted against the officers of the Company, the Member or any officer, director, shareholder, member, employee or agent of the Member in any way relating to or arising out of, or alleged to relate to or arise out of, any action, inaction or omission on the part of the officers of the Company, the Member or any officer, director, shareholder, member, employee or agent of the Member in connection with managing the Company's business and affairs or otherwise acting as an officer or Member pursuant hereto; provided that the indemnification obligations in this Section 6.3 shall not apply to the portion of any liability, obligation, loss, damage, penalty, cost, expense or disbursement that results from (i) intentional misconduct or a knowing violation of law by the party seeking indemnification, or (ii) any transaction for which the proposed indemnitee received a benefit in violation or breach of any provision of this Agreement.
- (b) The Company shall pay expenses as they are incurred by any officer of the Company or the Member or (to the extent approved by the Member) any officer, director, shareholder, member, employee or agent of the Member in connection with any action, claim or proceeding that such officer of the Company or the Member, or any such officer, director, shareholder, member, employee or agent of the Member asserts in good faith to be subject to the

indemnification obligations set forth herein, upon receipt of an undertaking from such officer of the Company, or the Member, or any such officer, director, shareholder, member, employee or agent (i) to repay all amounts so paid by the Company to the extent that it is finally determined that such officer of the Company, or the Member, or such officer, director, shareholder, member, employee or agent of the Member is not entitled to be indemnified therefor under the terms hereof, and (ii) in the case of officers, directors, employees and agents of the Member, to take such other actions as the Member shall require.

- (c) The Member, notwithstanding any apparent conflict of interest, shall have the power to, and is hereby authorized and directed to, cause the Company to comply with the indemnification and expense payment provisions hereof.
- (d) The indemnification to be provided by the Company hereunder shall be paid only from the assets of the Company, and the Member shall not have any personal obligation, or any obligation to make any contribution to the capital of the Company, with respect thereto.
- 6.4 Other Activities. The Member may engage in whatever activities the Member may choose, whether such activities are competitive or comparable with the activities of the Company or otherwise, either alone or with one or more Persons selected by the Member in its sole discretion. The provisions of Section 14-11-307 of the Act shall not apply to the Company or to the Member.

ARTICLE 7.

MEMBER INTERESTS

- 7.1 <u>Transfer of Member Interest</u>. The Member shall, at its election, be permitted to transfer all or any portion of its Member Interest.
- 7.2 No Cessation of Member Interest under Certain Circumstances. None of the events listed in Section 14-11-601.1 of the Act shall result in the Member ceasing to be a member of the Company.

ARTICLE 8.

DISSOLUTION OF THE COMPANY

- 8.1 <u>Events of Dissolution</u>. The Company shall be dissolved and terminated upon the earliest to occur of the following events of dissolution:
- (a) The entry of a decree of judicial dissolution under Section 14-11-603 of the Act; or
 - (b) The consent of the Member.

- 8.2 <u>Winding Up.</u> If any of the events set forth in Section 8.1 hereof occur, then the Company shall be dissolved and any assets shall be applied in the following order of priority:
- (a) To the payment of the debts and liabilities of the Company (other than to the Member) in the order of priority provided by law;
- (b) To the establishment of reserves which are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;
- (c) To the payment of debts and liabilities of the Company to the Member; and
 - (d) The remaining assets shall be distributed to the Member.

ARTICLE 9.

NOTICES AND ADDRESSES

9.1 <u>Manner of Notices</u>. All notices or other communications given or made under this Agreement shall be in writing and, whether addressed to the Company or the Member, shall be sent to:

Family Holdings, Inc. 600 Brookstone Centre Parkway Columbus, Georgia 31904

ARTICLE 10.

MISCELLANEOUS

- 10.1 <u>Amendments</u>. This Agreement shall be amended only with the written consent of the parties hereto.
- 10.2 <u>Severability</u>. If any portion of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, such portion shall be deemed severed from this Agreement and the remainder of this Agreement shall remain and continue in effect.
- 10.3 <u>Construction</u>. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia.
- 10.4 <u>Entire Agreement</u>. This Agreement, together with any instruments incorporated into this Agreement by reference, constitutes the entire agreement with respect to this Company.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, as of the date first written above.

MEMBER:

FAMILY HOLDINGS, INC.

By: D. Porold

Attest:

COMPANY:

FAMILY HOLDINGS SUB, LLC

By: FAMILY HOLDINGS, INC. its sole Member

John D. Pezold, Aresiden

Tracy Severa Secretary

EXHIBIT A

OFFICERS

[Sample Officers]
, Chief Executive Officer: The Chief Executive Officer ("CEO") shall be primarily responsible for the overall activities and management of the Company and see that all orders and resolutions of the Member are carried into effect. The CEO shall report directly to the Member.
, President and Chief Operating Officer: The President and Chief Operating Officer ("President") shall be responsible for the day-to-day management of the Company and shall report to the Member. The President shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver any such documents is required by law to be exercised by another Person or is otherwise reserved by the Member.
, Chief Financial Officer: The Chief Financial Officer ("CFO") shall have charge and custody of and be responsible for all funds of the Company, maintain appropriate accounting records as required by law, and prepare such annual and quarterly financial statements for the Company as directed by the Member, the CEO or the President.
Secretary: The Secretary of the Company shall keep, and certify whenever necessary, accurate records of the membership of the Company and all proceedings of the Member; receive notices required to be sent to the Company and keep a record of such notices; and perform such other duties as prescribed by the Member, the CEO or the President.
[Alternate]
<u>President</u> . The President shall be responsible for the general and active management of the operation of the Company subject to the authority of the Member. The President shall be responsible for the administration of the Company, including general supervision of the policies of the Company and general and active management of the financial affairs of the Company, and shall execute agreements, mortgages, or other contracts in the name and on behalf of the Company. The initial President shall be
<u>Vice Presidents</u> . The Company may have one or more Vice Presidents, appointed by the Member, who shall perform such duties and have such powers as may be delegated to him or her by the President or the Member. The initial Vice President shall be
Secretary. The Secretary shall keep minutes of all meetings of the Company and have charge of the company records and shall perform such other duties and have such other powers

as may from time to time be delegated to him or her by the President or the Member.	The initial
Secretary shall be	

Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Company, shall have the power to recommend action concerning the Company's affairs to the President, and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the President or the Member. The initial Treasurer shall be

Assistant Secretaries and Treasurers. Assistants to the Secretary and Treasurer and such other officers as may be designated from time to time may be appointed by the President or appointed by the Members and shall perform such duties and have such powers as shall be delegated to them by the President or the Member.

CONSENT TO COMPANY ACTION

Pursuant to the Georgia Limited Liability Company Act, the undersigned, as the sole Member of Family Holdings Sub, LLC ("Company"), does hereby adopt, approve and authorize the actions set forth below as of 9:30 AM Eastern Standard Time, on October 13, 2016, with the same force and effect as if they were adopted, approved and authorized at a meeting of the Members of the Company duly called and held in accordance with the Operating Agreement of the Company and the Georgia Limited Liabilities Companies Act.

RESOLVED that the following persons be elected by the Member and shall serve and continue in office until the sooner of such officers (a) removal by the Member(s) entitled to elect such officer, (b) resignation or death, or (c) removal by operation of law or an order or decree of any court of competent jurisdiction.

John D. Pezold, Sr., President Tracy L. Sayers, Executive Vice President and Chief Operating Officer David Lewis, Chief Financial Officer Betty Johnson, Corporate Secretary

IN WITNESS WHEREOF, the undersigned, as all of the members of the Company, have set their hands and seas, as of the day and year first set above.

Family Holdings Inc.

JOHN D. PEZOLD. President and sole Shareholde

Form **W-9**Rev. October 2018)

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.			
	Family Holdings Sub, LLC				
	2 Business name/disregarded entity name, if different from above				
.,			8		
page 3	Check appropriate box for federal tax classification of the person whose name following seven boxes. ———————————————————————————————————	s is entered on line 1. Check only one of the		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
e. Ins on	✓ Individual/sole proprietor or S Corporation S Corporation Single-member LLC	Partnership	Trust/estate	Exempt payee code (if any)	
왕	Limited liability company, Enter the tax classification (C=C corporation, S=	S corporation, P=Partners	hip) ►		
Print or type. Specific Instructions on page 3.	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded fro another LLC that is not disregarded from the owner for U.S. federal tax pu is disregarded from the owner should check the appropriate box for the tax	om the owner unless the ov rposes. Otherwise, a single	wner of the LLC is e-member LLC that	Exemption from FATCA reporting code (if any)	
io ec	☐ Other (see instructions) ►			(Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name	and address (optional)	
See	600 Brookstone Centre Parkway				
	6 City, state, and ZIP code				
	Columbus, GA 31904 7 List account number(s) here (optional)				
	7 List account number(s) riere (optional)				
Par	Taxpayer Identification Number (TIN)				
	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to avo	id Social se	curity number	
backu	p withholding. For individuals, this is generally your social security num	ber (SSN). However, fo			
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for P s, it is your employer identification number (EIN). If you do not have a no	art I, later. For other	.	1-1 1-1 1	
TIN, la	ter.	ambor, scorrow to get	or		
Note:	if the account is in more than one name, see the instructions for line 1.	Also see What Name a	nd Employe	dentification number	
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Par	II Certification			1 1 1 0 7 1 1 0 0	
	penalties of perjury, I certify that:				
		er for I am waiting for a	number to be is	sued to malt and	
2. I an Ser	 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 				
3. I am	a U.S. citizen or other U.S. person (defined below); and				
	FATCA code(s) entered on this form (if any) indicating that I am exempt	t from FATCA reporting	is correct.		
you na acquis	cation instructions. You must cross out item 2 above if you have been not ve failed to report all interest and dividends on your tax return. For real esta- tition or abandonment of secured property, cancellation of debt, contribution han interest and dividends, you are not required to son the certification, but	ate transactions, item 2 o ons to an individual retire	does not apply. Fe	or mortgage interest paid,	
Sign Here	Signature of MMMM HM16 JOA	1 0	ate ► , ,	421	
	neral Instructions	• Form 1099-DIV (divi	idends, including	those from stocks or mutual	
noted.	n references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (v proceeds)	arious types of ir	ncome, prizes, awards, or gross	
related	c developments. For the latest information about developments I to Form W-9 and its instructions, such as legislation enacted ley were published, go to www.irs.gov/FormW9.	Form 1099-B (stock transactions by broke	t or mutual fund : ers)	sales and certain other	
		 Form 1099-S (proceeds from real estate transactions) 			
	Purpose of Form • Form 1099-K (merchant card and third party network transactions)				
inform	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 			
identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption		• Form 1099-C (cance		and and	
taxpayer identification number (ATIN), or employer identification number		Form 1099-A (acquisition or abandonment of secured property)			
amour	EIN), to report on an information return the amount paid to you, or other undount reportable on an information return. Examples of information elumbers of information return. Examples of information elumbers of information elumbers of information elumbers of information elumbers of information elumbers. The support of the information elumbers of information elumbe			· · · · · · · · · · · · · · · · · · ·	
	1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,			

John F. King, Commissioner Safety Fire Division-Safety Engineering 2 Martin Luther King Jr. Drive West Tower, Suite 920 Atlanta, GA 30334



OPERATING PERMIT

Mailing Name and Address FAMILY HOLDINGS SUB LLC 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL COLUMBUS GA 31904

JURISDICTION:

E 141553

INSPECTION DATE:

05/25/2021

EXPIRATION DATE: 05/01/2022

INSPECTOR: TERRY KERLIN

Owner Name and Address FAMILY HOLDINGS COLUMBUS 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL COLUMBUS GA 31904

Location of Equipment FAMILY HOLDINGS SUB LLC 2100 COMER AVE HEALTH AND HUMAN SERV. COLUMBUS GA 31904-8725

Equipment Information

SPECIFIC LOCATION:

HHS #4 (D)

TYPE:

OPER. PERMIT - PASSENGER ELEVATOR

MANUFACTURER:

HOLIISTER-WHITNEY

SERIAL NUMBER:

A19250-4 4000

CAPACITY:

This is to certify that the equipment herein described may be operated at the location as specified and for the period as shown. A sixty (60) day period is allowed after the Operating Permit's expiration date for inspection and reissue of the certificate.

The Elevator Operating Permit must be posted in the car or on the premises. The Operating Permit for all other equipment shall be posted on the premises.

This Operating Permit may be revoked for failure to keep equipment in safe condition.

In the event of accident or injury:

Daytime Contact: (404) 679-0687

Night & Weekend: (404) 473-1301

Please follow reporting requirements at www.oci.ga.gov.

INSURANCE AND SAFETY FIRE COMMISSIONER

John F. King, Commissioner Safety Fire Division-Safety Engineering 2 Martin Luther King Jr. Drive West Tower, Suite 920 Atlanta, GA 30334



OPERATING PERMIT

Mailing Name and Address FAMILY HOLDINGS SUB LLC 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL **COLUMBUS GA 31904**

JURISDICTION:

E 141563

INSPECTION DATE:

05/25/2021

EXPIRATION DATE: 05/01/2022

INSPECTOR: TERRY KERLIN

Owner Name and Address FAMILY HOLDINGS COLUMBUS 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL **COLUMBUS GA 31904**

Location of Equipment FAMILY HOLDINGS SUB LLC 2100 COMER AVE HEALTH AND HUMAN SERV. **COLUMBUS GA 31904-8725**

Equipment Information

SPECIFIC LOCATION:

HHS (A)

TYPE:

OPER. PERMIT - PASSENGER ELEVATOR

MANUFACTURER:

HOLLISTER-WHITNEY

SERIAL NUMBER:

A19250-2 3500

CAPACITY:

This is to certify that the equipment herein described may be operated at the location as specified and for the period as shown. A sixty (60) day period is allowed after the Operating Permit's expiration date for inspection and reissue of the certificate.

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Night & Weekend: (404) 473-1301

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JOHN'F. KING

INSURANCE AND SAFETY FIRE COMMISSIONER

John F. King, Commissioner Safety Fire Division-Safety Engineering 2 Martin Luther King Jr. Drive West Tower, Suite 920. Atlanta, GA 30334



OPERATING PERMIT

Mailing Name and Address FAMILY HOLDINGS SUB LLC 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL **COLUMBUS GA 31904**

JURISDICTION:

E 141564

INSPECTION DATE:

05/25/2021

EXPIRATION DATE: 05/01/2022

INSPECTOR: TERRY KERLIN

Owner Name and Address FAMILY HOLDINGS COLUMBUS 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL COLUMBUS GA 31904

Location of Equipment FAMILY HOLDINGS SUB LLC 2100 COMER AVE HEALTH AND HUMAN SERV. **COLUMBUS GA 31904-8725**

Equipment Information

SPECIFIC LOCATION:

HHS (B)

TYPE:

OPER, PERMIT - PASSENGER ELEVATOR

MANUFACTURER:

HOLLISTER-WHITNEY

SERIAL NUMBER:

A19250-3

CAPACITY:

3500

This is to certify that the equipment herein described may be operated at the location as specified and for the period as shown. A sixty (60) day period is allowed after the Operating Permit's expiration date for inspection and reissue of the certificate.

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In the event of accident or injury:

Daytime Contact: (404) 679-0687

Night & Weekend: (404) 473-1301

Please follow reporting requirements at www.oci.ga.gov.

JOHN F. KING

INSURANCE AND SAFETY FIRE COMMISSIONER

John F. King, Commissioner Safety Fire Division-Safety Engineering 2 Martin Luther King Jr. Drive West Tower, Suite 920 Atlanta, GA 30334



OPERATING PERMIT

Mailing Name and Address FAMILY HOLDINGS SUB LLC 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL COLUMBUS GA 31904

JURISDICTION:

E 141565

INSPECTION DATE: 05/25/2021

EXPIRATION DATE: 05/01/2022

INSPECTOR: TERRY KERLIN

Owner Name and Address FAMILY HOLDINGS COLUMBUS 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL **COLUMBUS GA 31904**

Location of Equipment FAMILY HOLDINGS SUB LLC 2100 COMER AVE HEALTH AND HUMAN SERV. **COLUMBUS GA 31904-8725**

Equipment Information

SPECIFIC LOCATION:

HHS (C)

TYPE:

OPER. PERMIT - PASSENGER ELEVATOR

MANUFACTURER:

HOLLISTON-WHITNEY

SERIAL NUMBER:

CAPACITY:

3500

This is to certify that the equipment herein described may be operated at the location as specified and for the period as shown. A sixty (60) day period is allowed after the Operating Permit's expiration date for inspection and reissue of the certificate.

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In the event of accident or injury:

Daytime Contact: (404) 679-0687

Night & Weekend: (404) 473-1301

Please follow reporting requirements at www.oci.ga.gov.

JOHN F. KING

INSURANCE AND SAFETY FIRE COMMISSIONER

OFFICE OF INSURANCE AND SAFETY FIRE

John F. King, Commissioner Safety Fire Division-Safety Engineering 2 Martin Luther King Jr. Drive West Tower, Suite 920 Atlanta, GA 30334



OPERATING PERMIT

Mailing Name and Address FAMILY HOLDINGS SUB LLC 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL COLUMBUS GA 31904

JURISDICTION:

E 142319

INSPECTION DATE:

05/25/2021

EXPIRATION DATE: 05/01/2022

INSPECTOR: TERRY KERLIN

Owner Name and Address FAMILY HOLDINGS COLUMBUS 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL **COLUMBUS GA 31904**

Location of Equipment FAMILY HOLDINGS SUB LLC 2100 COMER AVE HEALTH AND HUMAN SERV. **COLUMBUS GA 31904-8725**

Equipment Information

SPECIFIC LOCATION:

RECORDS

TYPE:

OPER. PERMIT - COMM. DUMBWAITER

MANUFACTURER:

MATOT

SERIAL NUMBER:

24956

CAPACITY:

150

This is to certify that the equipment herein described may be operated at the location as specified and for the period as shown. A sixty (60) day period is allowed after the Operating Permits expiration date for inspection and reissue of the certificate.

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In the event of accident or injury:

Daytime Contact: (404) 679-0687

Night & Weekend: (404) 473-1301

Please follow reporting requirements at www.oci.ga.gov.

INSURANCE AND SAFETY FIRE COMMISSIONER

GID-304-SF JUL 2019 (same as DOL-SE1501)

OFFICE OF INSURANCE AND SAFETY FIRE

John F. King, Commissioner Safety Fire Division-Safety Engineering 2 Martin Luther King Jr. Drive West Tower, Suite 920 Atlanta, GA 30334



OPERATING PERMIT

Mailing Name and Address

FAMILY HOLDINGS SUB LLC 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL COLUMBUS GA 31904

JURISDICTION:

H 202356

INSPECTION DATE: 07/20/2020

EXPIRATION DATE: 04/01/2022

INSPECTOR: MICHAEL BARNHART

Owner Name and Address

FAMILY HOLDINGS COLUMBUS 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL COLUMBUS GA 31904

Location of Equipment

FAMILY HOLDINGS SUB LLC 2100 COMER AVE HEALTH AND HUMAN SERV. **COLUMBUS GA 31904-8725**

Equipment Information

SPECIFIC LOCATION:

BOILER ROOM

WATER TUBE

MANUFACTURER:

LOCHINVAR

NATIONAL BOARD NUMBER:

168616

SERIAL NUMBER:

168616

This is to certify that the equipment herein described may be operated at the location as specified and for the period as shown. A sixty (60) day period is allowed after the Operating Permit's expiration date for inspection and reissue of the certificate.

This Operating Permit must be posted on or near the above mentioned equipment.

This Operating Permit may be revoked for failure to keep equipment in safe condition.

In the event of accident or injury:

Daytime Contact: (404) 679-0687

Night & Weekend (404) 473-1301

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INSURANCE AND SAFETY FIRE COMMISSIONER

Please follow reporting requirements at www.oci.ga.gov.

GID-305-SF JUL 2019 (same as DOL-4219)

OFFICE OF INSURANCE AND SAFETY FIRE

John F. King, Commissioner Safety Fire Division-Safety Engineering 2 Martin Luther King Jr. Drive West Tower, Suite 920 Atlanta, GA 30334



OPERATING PERMIT.

Mailing Name and Address

FAMILY HOLDINGS SUB LLC 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL **COLUMBUS GA 31904**

JURISDICTION:

H 246534

INSPECTION DATE:

07/20/2020

EXPIRATION DATE: 04/01/2022

INSPECTOR: MICHAEL BARNHART

Owner Name and Address

FAMILY HOLDINGS COLUMBUS 600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL COLUMBUS GA 31904

Location of Equipment

FAMILY HOLDINGS SUB LLC 2100 COMER AVE HEALTH AND HUMAN SERV. **COLUMBUS GA 31904-8725**

Equipment Information

SPECIFIC LOCATION:

BOILER ROOM

TYPE:

WATER TUBE

MANUFACTURER:

LOCHINVAR

NATIONAL BOARD NUMBER:

298748

SERIAL NUMBER:

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This Operating Permit may be revoked for failure to keep equipment in safe condition.

In the event of accident or injury:

Daytime Contact: (404) 679-0687

Night & Weekend (404) 473-1301

JOHN F. KING

INSURANCE AND SAFETY FIRE COMMISSIONER

Please follow reporting requirements at www.oci.ga.gov.

GID-305-SF JUL 2019 (same as DOL-4219)



Columbus Fire & Safety Equipment Company, Inc. 3101 2nd Avenue, Columbus, GA 31904

Customer Health and Human Services	Date 6-4-21
	State Ga Zip 3190-1
Phone (34)520-4392 Facility Protected	Bulding
Test Engineer SM Annual	Semi-Annual Other
Date of Last Inspection 6-6-20 Inspection 1. Type of System Addressable 2. Panel Mfg. & Model Simplex 4020 3. Voltage/Location 120VAC Panel RebLe 4. Battery Size 12 v 8A# Load Test #1 - Volt /3-01 Ah 2-1 Load Test #2 - Volt /3-13 Ah /2 Charger Voltage 27. Inc.	7. NAC Panel Location Beside FAC-Top Battery Size 12-14 A Load Test #1 - Volt 12-93 Ah 6-4 Load Test #2 - Volt 12-71 Ah 6
5. Alarm Initiating Devices: Quantity Style	Charger Voltage <u>27</u>
a) Manual Pull Station b) Photo Detector c) Ion Detector d) Duct Detector e) Heat Detector f) Water Flow g) Tamper Switch b) Head System	8. Monitoring Entity Censis no. a) Phone # 220 322 - 3 X 6 b) Acct # 46 - 0 8 0 3 c) Alarm Verified Yes No 9. Control Panel Test Yes No a) LEDS/Lamps b) Trouble Signals c) Ground Fault
i) Other (Shuffer) 7 B	t) Ground Fault
6. Alarm Notification Devices: a) Bell b) Horn c) Horn/Strobe d) Strobe e) Speaker	10. HVAC Connected 11. Access Control 12. Damper 13. Annunciators
f) Speaker/Strobe	middle Nac 12.92 Flut 27voc
g) Mini Sounder h) Other	BOHUMNAC 12.81 4.44H 2711 000
All equipment listed on this report has been tested and is in o	perating condition unless otherwise indicated below.
COMMENTS Horn/stroke and Floor Nor. Betteries in FACT need take replaced !! Pepraced language betteriet inmiddle	the End not Flashing filegy bandarie & notand bolt
Technician Sekh Markham	Date 6-4-24
Owner's Rep Nown Mar-	Date 6-4-2



COLUMBUS FIRE & SAFETY EQUIPMENT CO., INC. 3101 2ND AVENUE • P.O.BOX 791 COLUMBUS, GEORGIA 31902 WORK

Phone: (706) 323-8010

Fax: (706) 327-2077

WORK 245682

TO	<u>l</u> d	& Family Holding	DATE /シームータ (ACCOUNT NO.	SALESMAN
	6	P Family Holdings 00 Brockstore Contro Akny John Lus Con 31=1021	CUSTOMER P.O. NO. ORDER PLACED BY		
SHIP TO		o'umbus (2, 3/900	SPECIAL INSTRUCTION	PHON S	E NO.
TY.	ITEM CODE	DESCRIPTION		UNIT PRICE	AMOUNT
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1		Innvelservice and enginetic	m at the		
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17 FD4.					
2		12 Vitte trefferies			
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N.					
	15 77 7.3				
					At the second
tomer	Print Name	e		SUBTOTAL	
		- Jan V		TAX	ļ

For Chemical Emergency During Transportation Call Chem-Tel, Inc. Phone: 800-255-3924

THIS IS A WORK ORDER - AN INVOICE WILL FOLLOW



COLUMBUS FIRE AND EMERGENCY MEDICAL SERVICES "We do amazing" FIRE PREVENTION DIVISION



B. H. "Skip" Henderson, III Mayor/Director of Public Safety

FIRE SAFETY INSPECTION REPORT

Out _

Sal Scarpa FIRE-EMS Chief/EMA Director

Total_

ate 6-/6-21_ Ti	me: In	Out	Total
ccupancy Known As: Face Affile			Budges Healthoole
And		usiness Phone	706:243-27.27
ocation Address	The second secon		
ccupant Mont metron		and the second of the Paris of	
wner or Agent Parall Manage	Address		Phone
mergency Contact: Name:	o Lussel		Phone 2016.527-076
fire safety inspection has been condu roughout the premises were noted. hecked below be given your immedia	cted on your property. I In accordance with the te attention.	ouring this inspective Prevention	tion, conditions affecting fire safety Code, it is necessary that the items
ife Hazards: Occupancy Load			
Exit: a	4. Sprinkler Systems: a. □ Serviced within the late of the serviced within th	at year (tagged?) st year (tagged?) e to heater or head(s) aning/	8. Electrical: a. Obvious wiring problems b. Interest too close to electrical panels c. Protective covering missing on equipment/panel d. Improper use of extension cords 9. Cooking/Hood Protection: a. Extinguishing system serviced within the last 6 months (tagged) b. Filters - Clean/Needs Cleaning c. Hood - Clean/Needs Cleaning d. Cooking Equipment - Clean or Needs Cleaning d. Other fire hazards noted (See Remarks)
	A Survey This		
Emergency Medical Services Fire additions made to the structure or in accordance with the Internationa Codes Division of the Columbus Copermit any such changes. Officer Conducting Inspection:	interior wall and ceiling I Building Code and the nsolidated Government	finish shall mee International Fin must be contacte to of Occupancy Re	
Re-Inspection Officer	Date	Corrected	Not Corrected



SOLD

COLUMBUS FIRE & SAFETY EQUIPMENT CO., INC. 3101 2ND AVENUE • P.O.BOX 791 COLUMBUS, GEORGIA 31902 WORK

Phone: (706) 323-8010

Fax: (706) 327-2077

DATE

WORK 244669

SALESMAN

ACCOUNT NO.

	2m /	omer Ave	CUSTOMER P.O. NO.		
		bus Epa 37904	ORDER PLACED BY	PHONE	NO.
SHIP	CONTINUE	DID. CIG. STICH	SPECIAL INSTRUCTIONS		ATT THE
TO					
5					
10					
TY.	ITEM CODE	DESCRIPTION		UNIT PRICE	AMOUNT
7 _c	[MNM]	Five Extinguisties known was	total total		
10	DIABN	51h ABC Fire Extinguisher A	(eu)		
	HONEM	10th ART Fire FALL Distance No	Coa		
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1					
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ston	ner Print Nan	ne JASUA ALAM		TAX	
	ner Signature	1/1/		TOTAL	

For Chemical Emergency During Transportation Call Chem-Tel, Inc. Phone: 800-255-3924

THIS IS A WORK ORDER - AN INVOICE WILL FOLLOW

JOB SUMMARY



From

ProTech Fire, Inc.

935 Interstate Ridge Drive, Suite

D

Gainesville, GA 30501

(770) 531-0587

www.protech-fire.net

Job No.

21456652 6/4/2021

Date Type

Inspection

PO No.

Job For

Acom Fire Solutions LLC

Health and Human Services 2100 Comer Avenue Columbus,

GA 31904

Services

Annual Fire Pump Inspection

Deficiencies



DISCOVERED 06/04/2021 9:08 AM Aurora 491

Description:

Power On light is burnt out.



Comments

No Comments



ILLI OILI OI AIMIOAETIME I OIM	
- Register. Health and Human Services	Date: 06/04/2021 08:00am EDT_

	The Head of the		FACILITY INFO	RMATION			
Customer:	Acom Fire Solutions LLC			Facility:	Hea	th and Huma	an Services
Facility Address:				2100 Comer Avenue			
City/State/ZIP:	Colum	bus / G	A / 31904	Additional Notes:			
Site Contact:	John Jefferies		Site Contact Phone Number:				
Site Contact Email:	ijeffries@acom.us		Is the System Monitored:	■ Y	□N	□ NA	
System Placed in Test:	■Y	□N	□NA	System Returned to Normal:	■ Y		□ NA
System races in races	el e es ^e 1501, 20 m		INSPECTOR IN	ORMATION			
Start date of Inspection:	06/	04/2021 08:0	00am EDT	Inspector:		W. Raleig	h Roberts
Inspector's License Number:		IL1100)	GA State License Number:	CL00033	30	

ASSET	QUANTITY	INSPECTED	PASSED	DEFICIENCIES
ire Pumps	1	1	1	1

INSPECTION DETAILS	A Committee of the Comm		The last last last last last last last last
OWNER QUESTIONS			□NA
lave there been any changes in the occupancy, storage, or operation since the last inspection	□ Y	■ N	□ NA
f a fire has occurred since the last inspection, have all damaged sprinkler system components been replaced	□ Y		U NA
PIPE OBSERVATIONS	STREET, SQUARE, SQUARE,	□N	□ NA
Pipe free from damage, leaks, and excessive corrosion	Y	□N	□ NA
Sprinkler piping not subjected to external loads	■ Y		U NA
HANGERS AND SUPPORTS	EΙΥ	□N	□NA
Hangers, braces, and supports not damaged, loose, or unattached		- IV	INA
FIRE DEPARTMENT CONNECTIONS	PΥ	□N	□NA
FDC is visible and accessible	= Y	□ N	□ NA
Couplings or swivels are not damaged and rotate smoothly	■ Y		□ NA
Plugs or caps in place and free from damage	E Y		□ NA
Clapper in place and operating properly	E Y		□NA
Check valve not leaking			□ NA
Automatic drain valve is in place and operating properly	■ Y		□ NA
Interior of the connection is free from obstruction	■ Y		□ NA
Visible piping supplying the FDC is free from damage	■ Y		
FDC sign installed, attached, and legible	■ Y	□ N	□ NA
FDC Type:	☐ Wall	■ Yard	□NA
SYSTEM COMPONENT DETAILS		ede Personal	Charles Statutes
CONTROL/ISOLATION VALVE GENERAL OBSERVATIONS	EΥ	□N	□NA
All sprinkler system main control valves open			□ NA
All other valves in the proper position	■ Y		□ NA
All control valves in good condition free from leaks and damage			□ NA
Proper signage installed on all valves	■ Y		□ NA
All valves sealed, locked, and/or supervised and supervision working properly		□N	□ NA
Were all OS&Y valves lubricated and operated fully to distributed lubricant	■ Y		
Were all valves completely closed and reopened to test operation	■ Y		□ NA
Was water flowed after valve operation to ensure all valves fully opened	■ Y	□ N	□ NA
Do pressure reducing valves appear to be functioning properly	□ Y	□N	■ NA
FIRE PUMP GENERAL OBSERVATIONS	to various and the State of		
I GENERAL PUMP QUESTIONS	The second second	A COLUMN TO A COLU	
Fire pump assemblies appear to be in service	■ Y		□ NA
Fire pump assemblies free of physical damage	■ Y	□N	□ NA
Pump house/room is maintained at temperate at 40°F minimum	■ Y	□ N	□ NA
Pump house/room ventilating louvers are free to operate	<u> </u>	□N	□ NA
Pump house/room does not collect excessive water on the floor	■ Y		□ NA





Facility: Health and Human Services	Date: 06/04/2021 08:00am EDT
r demey	Dute:

Pump coupling guards are in place and properly installed Suction, Discharge, and bypass valves are fully open	≡ Y	□N	□NA
Suction, Discharge, and Dypass valves are fully open	E Y		□ NA
Fire pump piping is free of leaks	= T		□ NA
Suction line pressure gauge readings are within acceptable range	E Y		□ NA
System line pressure gauge readings are within acceptable range	E Y		□ NA
System line pressure gauge readings are within acceptable range Suction reservoirs have the required water level			□ NA
	□ Y		
Wet pit suction screens are unobstructed and in place	Y		■ NA
Waterflow test valves are in the closed position, the test header valve is closed, and test line is free of water	■ Y		□ NA
Packing glands checked and operating at proper leakage rate	■ Y		□ NA
Power to jockey pumps is provided	■ Y		□ NA
Fire pump stuffing box drains free flowing	■ Y	□N	□ NA
Alignment of couplings checked and couplings within parameters	■ Y	□N	□ NA
Circulation relief valves operating properly	■Y		□ NA
Net discharge pressure of flow test not less than 95% of pump rated pressure	■ Y	□N	□ NA
All pumps free of excessive vibration	≅ Y	□N	□ NA
All pumps operated properly via automatic pressure drop	■ Y	□N	□ NA
All pumps operated properly via manual start buttons (Not emergency start handle)	■Y	□N	□ NA
ELECTRIC PUMP QUESTIONS			
Isolating switch and circuit breaker exercised	■Y	□N	□ NA
Controller pilot lights (Power On) are illuminated	□ Y	■ N	□ NA
Transfer switch normal pilot lights are illuminated	□Y	□N	■ NA
Phase reversal alarm pilot light is off, or normal phase rotation pilot light is on	■ Y	□N	□ NA
Automatic transfer confirmed during operation (ONLY COMPLETED IF APPROVED BY OWNER PRIOR TO TEST)	□ Y	\square N	■ NA
DIESEL PUMP QUESTIONS			1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Fuel tank is at least 2/3 full	□Y	□N	□ NA
All flexible hose and connections in good repair	□Y	□N	□ NA
Fuel tank vents and overflow piping not obstructed	□ Y	□N	□ NA
Controller selector switches are in auto position	□ Y	_ □ N	□ NA
Batteries' voltage readings are within acceptable range	□ Y	□N	□ NA
Batteries' charging current readings are withing acceptable range	ΠY	□N	□ NA
Batteries' pilot lights are on or battery failure pilot lights are off	ΠY	□N	□ NA
All alarm pilot lights are off	□ Y	□N	□ NA
Engine running time meters are reading	□ Y	□N	□ NA
Oil level in right angle gear drives are within acceptable range	ΠY	□N	□NA
Crankcase oil levels are within acceptable range	□ Y	□N	□NA
Cooling water levels are withing acceptable range	ПΥ	□N	□NA
	ПΥ	□N	□NA
Electrolyte level in batteries is within acceptable range		ΠN	□NA
	□ Y		
Electrolyte level in batteries is within acceptable range	□ Y		□NA
Electrolyte level in batteries is within acceptable range Install date indicated on batteries Battery terminals are free from corrosion	ΠY	□N	
Electrolyte level in batteries is within acceptable range Install date indicated on batteries Battery terminals are free from corrosion Water-jacket heaters are operating			□ NA □ NA
Electrolyte level in batteries is within acceptable range Install date indicated on batteries Battery terminals are free from corrosion Water-jacket heaters are operating Packing glands checked and operating at proper leakage rate	□ Y □ Y	□ N □ N	□ NA
Electrolyte level in batteries is within acceptable range Install date indicated on batteries Battery terminals are free from corrosion Water-jacket heaters are operating Packing glands checked and operating at proper leakage rate Fire pump stuffing box drains free flowing	□ Y □ Y □ Y	□ N □ N □ N	□ NA □ NA □ NA
Electrolyte level in batteries is within acceptable range Install date indicated on batteries Battery terminals are free from corrosion Water-jacket heaters are operating Packing glands checked and operating at proper leakage rate Fire pump stuffing box drains free flowing Engine belts in good repair	□ Y □ Y □ Y □ Y	□ N □ N □ N □ N □ N	□ NA □ NA □ NA □ NA
Electrolyte level in batteries is within acceptable range Install date indicated on batteries Battery terminals are free from corrosion Water-jacket heaters are operating Packing glands checked and operating at proper leakage rate Fire pump stuffing box drains free flowing Engine belts in good repair Exhaust free of leaks of fumes into room	□ Y □ Y □ Y □ Y □ Y	N N N N N	NA NA NA NA NA
Electrolyte level in batteries is within acceptable range Install date indicated on batteries Battery terminals are free from corrosion Water-jacket heaters are operating Packing glands checked and operating at proper leakage rate Fire pump stuffing box drains free flowing Engine belts in good repair	□ Y □ Y □ Y □ Y	□ N □ N □ N □ N □ N	□ NA □ NA □ NA □ NA

	DEFICIENCIES	NOTED	(PAGE SELECTION	CALL IS NOT THE THEORY I AND THE
			taria de la composición della	
FOR ANY DEFICI	ENCIES NOTED PLEASE SEE THE A	ADDITIONAL ATTACH	PORT	





Facility: Health and Human Services		Date: 06/04/2021 08:00am EDT			
	ADDITIONAL NOTES GENERAL NOTES				
		901 2000			

Disclaimer

ProTech Fire, Inc. makes every effort to provide our customers with a complete NFPA 25 Code Compliant inspection, however some items MAY not be included in our standard inspection, below are a few items and not implied to be an all-inclusive list.

- 1) NFPA 25 requires numerous items be checked and/or inspected on a Weekly, Quarterly and Annual frequency - the customer/owner MUST comply and complete any items not supplied by PTI.
- 2) Back flows are required to be checked Annually and may not be part of this service agreement.
- 3) Water Storage tanks may not be part of the agreement, it is possible the tanks may be checked under a different contract unless noted in this report.
- 4) If the facility inspected is covered by Factory Mutual additional items may be required per FM Data Sheets or specific site requirements-PTI must be notified if a FM inspection is required and any special items required brought to the sales representative.
- 5) Access must be granted to all areas during inspection in order to be considered a full inspection.
- 6) Any fire hoses have not been stretched out, pressure tested, or physically inspected. If this is desired, please contact the sales representative to have this included in any inspections.

Fire Pumps:

- 1) Numerous electrical checks must be performed on Electric and Diesel fire pumps, this may include power Transfer switches and generator starts-These items are NOT provided under this agreement.
- 2) Diesel battery gravity checks, oil changes, filter changes, etc may not be part of this service, normally handled by engine maintenance service agreements.
- 3) A laser alignment may not be included in this service such as required by Factory Mutual and other agency- any special items required brought to the sales representative.





Facility: Health and Human Services

Date: 06/04/2021 08:00am EDT

	FIRE PUN	AP ASSEMBLY	
Location/ID:	Pump Room		
Fire Pump Type:	Horizontal Split Case	Tag Color.	■ Green □ Yellow □ Red
Fire Pump Manufacturer:	Aurora	Fire Pump Model;	
Fire Pump Serial Number:	94-65311	Fire Pump iviodel;	481BF
Rated Capacity (GPM):	1250		
Rated Maximum Pressure @ Churn (PSI):	Unknown		
Rated Pressure @ 100% Design (PSI):	110		
Rated Pressure @ 150% Max Load (PSI):	98		
Fire Pump Rated Speed (RPM):	1770		
Fire Pump Suction Supply:	City		
Impeller Diameter (In):	16.25		
Notes:	10.20		
	Right		
Gear Ratio:	NA Right A	angle Gear	
of the California and Committee by the			
Driver Type:	- D	river	
Driver Manufacturer:	Electric		
Oriver Serial Number:	MARATHON	Driver Model:	405TS
Driver Rated HP:	70266PW		
Oriver Rated HP:	125		500 SECTION 1
rame Size:	1780		
	405TS		
	Electr	ic Driver	
Rated Voltage:	400	Rated Full Load Amps:	146
Phase:	3		
Cycles (Hz):	60		
ervice Factor:	1.15		
The state of the state of the state of the	Fire Pum	a Controller	ani a ^{n ta} la manda di pand ^{ar} na paga di mpada di pad
P Controller Type:	Auto Electric	2000	100 C
P Controller Manufacturer:	Firetrol	FP Controller Model:	FTA1000-AA125B
P Controller Serial Number:	152833		11 17(1000-74(120B
P Controller Rated HP:	125		
P Controller Phase:	3		
P Controller Cycles (Hz):	60	· · · · · · · · · · · · · · · · · · ·	
P Controller Cut On PSI:	135	FP Controller Cut Off P	SI: 150
P Controller Run Timmer Setting (min):	NA	The controller cut off F	31: [150]
P Transfer Switch Make:	NA	FP Transfer Switch Mo	del.
P Transfer Switch Serial Number:			
	locks	/ Pump	
ockey Pump Manufacturer:	Aurora	lock S	
ockey Pump Serial Number:	9522491940	Jockey Pump Model:	1VC56T17D5526B
ockey Pump Rated HP:	1.5		
ockey Pump Phase:	3		
ockey Pump Cycles (Hz):	60		
ckey Pump Rated Voltage:			
ckey Pump Rated Amps:	460		
ckey Pump Rated Speed (RPM):	2.4		
ckey Fullip Rated Speed (RPM):	1725	7753251	West Transport
Controller Manufacturer:	Jockey Pum	p Controller	
	riretroi	JP Controller Model:	FTA500-BD11B
Controller Serial Number:	152836		
Controller Cut On PSI:	160	JP Controller Cut Off PS	I: 170
AND STREET OF THE PROPERTY OF	Addition	al Notes	STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.
port:	See accompanied visual inspection repo	rt and with flow test report included	in this report package.

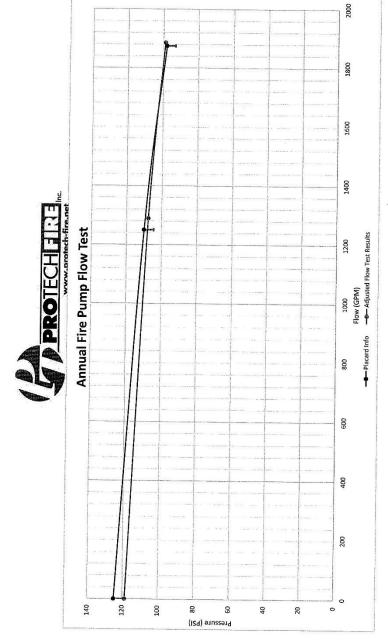




REPORT OF ANNUAL FIRE PUMP FLOW TEST

						I LOVE I L		and an arrange	8414		
			Fi								
Facility:		Health and Human Services									
Fire Pump #/ID:					1250GPM						
Pump Design		Placard	Info		Rated Speed		NFPA C	Curve			
Flow Percentage	Flow	(GPM)	Pressu	ire (PSI)	RPM	Flow (GPM)	Pressu	ire (PSI)		
Churn	0		125		1770	0		154	10.7 40.0		
100%	1250		110		1770	1250		110			
150%	1875		98		1770	1875		72			
		5.00	Adju	sted Flow	Test Results						
			Unadjuste	d Flow				37.001			
Flow Status	Suction	Discharge	Flow	Net Head	RPM	Adjusted Flow	Adjusted	Net Head	% Capacity		
Churn	44	166	0	122	1794	0	119		0.0%		
100%	36	145	1280	109	1782	1289	108		103.1%		
150%	25	125	1875	100	1780	1886	99		150.8%		
			170000000000000000000000000000000000000	Driver S	tats						
		iesel					Electrical				
Item	Churn	Rated	Overload		Item	Churn	Rated	Overload			
Oil Pressure					Voits						
Temperature					Amps						

Note Volts & Amps will only be taken if exterior display is present



Annual Inspection Report

Completed on: 2021-06-09

for

Health and Human Services 2100 Comer Ave

Columbus, Ga 31901

Conducted By:
Heath Ferguson
NICET III (Sprinkler)
Acom Fire Solutions
Columbus, Georgia 31909

2021-06-09 Property Health and Human Services 2100 Comer Ave Columbus Ga 31901

Print Date: 2021-07-07

Conducted by: Heath Ferguson NICET III (Sprinkler) Acom Fire Solutions

Columbus Georgia 31909 800-323-2266 jcarreker@acom.us



·					
Report of Inspection/Test Gene	ral Qı	ıes	tions		
OWNER SECTION				 	
Is the building occupied?	Ø	Yes	Has the occupancy classification and hazard of contents	Ø	Yes
		No	remained the same since the last inspection?		No
		NA			NA
Are all fire protection systems in service?	☑	Yes	Has the system remained in service without modification	✓	Yes
		No	since the last inspection?		No
		NA			NA
Was the system free of actuations of devices or alarms	$\overline{\mathbf{v}}$	Yes	The second section of the section		
since the last inspection?		No			
		NA			
FIRE DEPARTMENT CONNECTION		Control of the contro	Militari V. Tillarijaja de 1944 ilija ka		
Is the FDC plainly visible?	☑	Yes	Is the FDC easily accessible?	$\overline{\mathbf{v}}$	Yes
		No			No
		NA			NA
Is the FDC swivels and couplings not damaged?	\Box	Yes	Are the FDC caps and plugs in place?	\Box	Yes
		No	Section and desired and all the section of the sect		No
	. 0	NA			NA
Are the FDC gaskets in place and in good condition?	\square	Yes	Is the FDC check valve drip free?		Yes
		No			No
		NA			NA
Is the clapper and automatic drain valve in place and	\checkmark	Yes	Is the FDC identification sign(s) in place?	☑	Yes
properly operating?		No			No
		NA	MAX. 0.0 MAX		NA
SPRINKLER HEADS					
Are there the proper number and type of spare sprinklers?	☑	Yes	Are visible sprinklers in the proper position: upright,	V	Yes
		No	pendent, sidewall?		No
		NA			NA
Are visible sprinklers free of corrosion and physical	☑	Yes	Is there proper clearance below the sprinklers?	\square	Yes
damage?		No			No
		NA			NA
Are visible sprinklers free of foreign materials including	\Box	Yes	Is there liquid in all visible glass bulb sprinklers?	\Box	Yes
paint?		No			No
		NA			NA
Are there spare sprinklers and a sprinkler wrench?	V	Yes	Is the information sign attached and legible?	✓	Yes
		No	The first over the second control of the second		No
		NA			NA
Are all the sprinklers dated 1920 or later?	☑	Yes	Fast response sprinklers 20 or more years old replaced or		Yes
•		No	successfully sample tested within last 10 years?		No
		NA		\square	NA
	Copyrigh	it 202	1 Inspect Point	Page	1 of 7

2021-06-09 Property Health and Human Services 2100 Comer Ave Columbus Ga 31901

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Acom Fire Solutions

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	_				
Standard response sprinklers 50 or more years old		Yes	Standard response sprinklers 75 or more years old		Yes
replaced or successfully sample tested within last 10		No	replaced or successfully sample tested within last 5 years?		No
years?	☑	NA		Ø	NA
Dry-type sprinklers replaced or successfully sample tested	$\overline{\mathbf{v}}$	Yes	Have sprinklers subject to harsh environments been		Yes
within last 10 years?		No	replaced or successfully sample tested in the last 5 years?		No
		NA		Ø	NA
PIPES				PROPERTY OF	58,00 58,00 64,00 64,00
Is the visible pipe in good condition with no external	Ø	Yes	Does visible pipe have no mechanical damage or leaks?	V	Yes
corrosion?		No	Secretaria de Constitución de		No
		NA			NA
Does visible pipe have no external loads?	V	Yes	Are visible pipe hangers and seismic braces not damaged	\square	Yes
		No	or loose?		No
		NA			NA
Is the pipe through freezers free if any ice blockage?		Yes	Has an internal investigation of the pipe (remove a flushing		Yes
		No	connection and a sprinkler near the end of a branch line) been performed in the last 5 years? (If no conduct		No
	\checkmark	NA	investigation)		NA
VALVE AREA					
Are the control valves (including backflow preventer		Yes	Are the control valves (including backflow preventer		Yes
isolation valves) supervised with seals in correct (open or		No	isolation valves) supervised with seals locked or is		No
closed) position?	\Box	NA	supervision in place?	V	NA
Are the control valves (including backflow preventer		Yes	Are the control valves (including backflow preventer		Yes
isolation valves) supervised with seals accessible?		No	isolation valves) supervised with seals free from leaks?		No
		NA		☑	NA
Are the control valves (including backflow preventer		Yes	Are the control valves (including backflow preventer		Yes
isolation valves) supervised with seals have appropriate wrenches?		No	isolation valves) supervised with seals properly identified?		No
wrenches?	\Box	NA		☑	NA
Are the control valves (including valves on backflow	\Box	Yes	Are the control valves (including valves on backflow	$ \mathbf{\nabla} $	Yes
preventers) with locks or electrical supervision in correct (open or closed) position?		No	preventers) with locks or electrical supervision locked or is supervision in place?		No
(open of closed) position?		NA	supervision in place:		NA
Are the control valves (including valves on backflow		Yes	Are the control valves (including valves on backflow	abla	Yes
preventers) with locks or electrical supervision accessible?		No	preventers) with locks or electrical supervision free from any leaks?		No
		NA	any leaks:		NA
Are the control valves (including valves on backflow	\square	Yes	Are the control valves (including valves on backflow	abla	Yes
preventers) with locks or electrical supervision have the appropriate wrenches?		No	preventers) with locks or electrical supervision properly identified?		No
appropriate wielidies:		NA	Idonanou i		NA
Are all check valves externally inspected, operating		Yes	Are the gauges on system in good condition and showing	\square	Yes
properly, and are in good condition?		No	normal water supply pressure?		No
		NA			NA
Is the hydraulic name plate (calculated systems) attached		Yes	Are Pressure reducing valves in open position and not		Yes
securely to the riser and legible?		No	leaking?		No
		NA		$\overline{\mathbf{Q}}$	NA

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Page 2 of 7

Report of Inspection/Test

2021-06-09 Property Health and Human Services 2100 Comer Ave Columbus Ga 31901

Conducted by: Heath Ferguson NICET III (Sprinkler)

Acom Fire Solutions

Columbus Georgia 31909



Are Pressure reducing valves with downstream pressure per the design? No No No No No No No N	Print Date: 2021-07-07	Columbus 0 800-323-22 jcarreker@a	66	Fire Soluti	on	S
per the design? No No No No No No No N	Are Describe and reins units describe and access	П	Yes	Ass Decreases and release to several anadistic insteading	П	Yes
Na Na Na Na Na Na Na Na		uio				5508
Have the mechanical waterflow alarm devices passed tests by opening inspector's test connection/bypass connection with alarms actuality and flow observed? NA NA NA NA NA NA NA N	10 Participation (10 Participa	000				12.2.2
by opening inspector's test connection/bypass connection with alarms actuating and flow observed? The electrical waterflow alarm devices passed test by opening inspector's test connection/bypass connection with alarms actualing and flow observed? The electrical waterflow alarm devices passed test by opening inspector's test connection/bypass connection with alarms actualing and flow observed? NA All control valves operated through full range and returned to normal position? NA All control valves operated through full range and returned to normal position? NA BACKFLOW PREVENTERS Is relief port on RPZ device not discharging? NA BACKFLOW PREVENTERS Is relief port on RPZ device not discharging? NA ALARMS Is the alarm valve free from physical damage? NA ALARMS Is the alarm valve free from physical damage? NA Is there no leakage in the retarding chamber or drains? NA NA NA NA NA NA MAINTENANCE Perform an obstruction investigation if any of the following were found: defective intake screen on purp supplied from pens ources, obstructive material discharged during flow tests, foreign material in water during from surrounding material invested valves passed forward flow test? NA MAINTENANCE Perform an obstruction investigation if any of the following were found: defective intake screen on purp supplied from pens ources, obstructive material discharged during flow tests, foreign material in valv-type valves, foreign material investigation of repairs, record of broken mains in the vicinity abnormal frequent tises triping of inspector's test connection, plugging of pipe or sprinklers found, failure to this sharp of ordinaries following material investives at the more than 1 year, there is a reason to this the system has just been replaced, were they proper page, raw water was purporal mute the department connection, plugging of pipe or sprinklers found, failure to the derivatives or flighty corrosive fluxes in copper pipe, raw water was purporal mute the department connection, plugging of pipe	Have the mechanical waterflow alarm devices passed	-		Do valve supervisory switches indicate movement?		
The electrical waterflow alarm devices passed test by opening inspector's test connection/bypass connection with alarms actualing and flow observed? All control valves operated through full range and returned to normal position? All control valves operated through full range and returned to normal position? All control valves operated through full range and returned to normal position? All control valves operated through full range and returned to normal position? All control valves operated through full range and returned to normal position? BACKFLOW PREVENTERS Is relief port on RPZ device not discharging? Yes No	by opening inspector's test connection/bypass connection	10010	No	Do valve supervisory switches indicate movement:		No
opening inspector's test connection/bypase connection with alarms actualing and flow observed? All control valves operated through full range and returned to normal position? All control valves operated through full range and returned to normal position? No N	with alarms actuating and flow observed?		NA			NA
coening inspector's test connection/bypass connection with alarms actualing and flow observed? No alarms actualing and flow observed? No	The electrical waterflow alarm devices passed test by	☑	Yes	Have nost indicating valves been opened until spring or	☑	Yes
All control valves operated through full range and returned	opening inspector's test connection/bypass connection		No			No
to normal position? No NA NA NA NA NA NA NA	alarms actuating and flow observed?		NA			NA
to normal position? No No NA NA NA NA NA NA	All control valves operated through full range and retu	rned 🗹	Yes	Have pressure reducing valves passed partial flow test?		Yes
BACKFLOW PREVENTERS Is relief port on RPZ device not discharging? Yes No No NA Is the alarm valve free from physical damage? Yes No NA Is the alarm valve free from physical damage? Yes No NA Is there no leakage in the retarding chamber or drains? Yes No NA Is there no leakage in the retarding chamber or drains? Yes No NA Is there no leakage in the retarding chamber or drains? Yes No NA NA NA Is there no leakage in the retarding chamber or drains? Yes No NA NA NA NA NA NA NA			No	3 F F F		No
Is relief port on RPZ device not discharging? Yes			NA		\Box	NA
No No NA NA NA NA NA NA	BACKFLOW PREVENTERS	melan di Santan da Endona, m ngan da Endona da Mara-Pa ngan da Santan da Mara-Pa ngan da Santan				
ALARMS Is the alarm valve free from physical damage? Is the roll correct (open or closed) position? Yes No NA Are alarms and supervisory devices not damaged? Yes No NA MAINTENANCE Yes No NA MAINTENANCE Yes No NA Maintenance Yes No NA Maintenance Yes No NA Yes No NA Yes No NA Yes No NA Yes No NA Maintenance Yes No NA Yes No NA Yes No NA Maintenance Yes No NA Maintenance Yes NA Maintenance Yes	Is relief port on RPZ device not discharging?		Yes	Have backflow devices passed forward flow test?		Yes
Is the alarm valve free from physical damage? Is the alarm valve free from physical damage? Is the trim in correct (open or closed) position? Yes No NA Is there no leakage in the retarding chamber or drains? Yes No NA Is there no leakage in the retarding chamber or drains? Yes No NA Do low temperature alarms look ok? WAINTENANCE Perform an obstruction investigation if any of the following were found: defective intake screen on pump supplied from open sources, obstructive material in dry-type valves, foreign material in dry-type valves, foreign material in water during drain test or plugging of piep or sprinklers found, failure to flush yard piping or surrounding mains following new installation or repairs, record of broken mains in the vicinity, abnormal frequent faise-tripping of dry valves, system has just been returned to service after more than 1 year, there is a reason to think the system contains sodium silicate or its derivatives or highly corrosive fluxes in copper pipe, raw water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? Yes No Were marine systems normally having fresh water drained and refilled twice if raw water got into the system? No			No			No
Is the alarm valve free from physical damage? Yes		☑	NA		Ø	NA
No NA NA NA NA NA NA NA NA NA NA	ALARMS				Laboration of the second of th	
Is there no leakage in the retarding chamber or drains? NA	is the alarm valve free from physical damage?			Is the trim in correct (open or closed) position?		10,000
Is there no leakage in the retarding chamber or drains? Yes		20-20	20000000			170.030
No	- was a second second					190000000
Do low temperature alarms look ok? NA	Is there no leakage in the retarding chamber or drains		10000000	Are alarms and supervisory devices not damaged?		0.0000030
Do low temperature alarms look ok? Yes No No					200	
MAINTENANCE Perform an obstruction investigation if any of the following were found: defective intake screen on pump supplied from open sources, obstructive material discharged during flow tests, foreign material in dry-type valves, foreign material in water during drain test or plugging of inspector's test connection, plugging of pipe or sprinklers found, failure to flush yard piping or surrounding mains following new installation or repairs, record of broken mains in the vicinity, abnormal frequent false-tripping of dry valves, system has just been returned to service after more than 1 year, there is a reason to think the system contains sodium silicate or its derivatives or highly cornosive fluxes in copper pipe, raw water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? No Were marine systems normally having fresh water drained and refilled twice if raw water got into the system? No						NA
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Perform an obstruction investigation if any of the following were found: defective intake screen on pump supplied from open sources, obstructive material discharged during flow tests, foreign material in dry-type valves, foreign material in water during drain test or plugging of inspector's test connection, plugging of pipe or sprinklers found, failure to flush yard piping or surrounding mains following new installation or repairs, record of broken mains in the vicinity, abnormal frequent false-tripping of dry valves, system has just been returned to service after more than 1 year, there is a reason to think the system contains sodium silicate or its derivatives or highly corrosive fluxes in copper pipe, raw water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? Yes Yes If a sprinkler failed a sample test were all the sprinklers Yes Ye			NA		More I f I feeta	H21123333
were found: defective intake screen on pump supplied from open sources, obstructive material discharged during flow tests, foreign material in dry-type valves, foreign material in water during drain test or plugging of inspector's test connection, plugging of pipe or sprinklers found, failure to flush yard piping or surrounding mains following new installation or repairs, record of broken mains in the vicinity, abnormal frequent false-tripping of dry valves, system has just been returned to service after more than 1 year, there is a reason to think the system contains sodium silicate or its derivatives or highly corrosive fluxes in copper pipe, raw water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? Ves Vere marine systems normally having fresh water drained and refilled twice if raw water got into the system? No	y Francisco de la companya del companya del companya de la company		1000 1000 1000 1000 1000 1000 1000 100		add i i i i hun add i i i i hun add i i i i kan	
open sources, obstructive material discharged during flow tests, foreign material in dry-type valves, foreign material in water during drain test or plugging of inspector's test connection, plugging of pipe or sprinklers found, failure to flush yard piping or surrounding mains following new installation or repairs, record of broken mains in the vicinity, abnormal frequent false-tripping of dry valves, system has just been returned to service after more than 1 year, there is a reason to think the system contains sodium silicate or its derivatives or highly corrosive fluxes in copper pipe, raw water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? Ves Vere marine systems normally having fresh water drained and refilled twice if raw water got into the system? No		, ii. i 8	270.000		1000000	1000
tests, foreign material in dry-type valves, foreign material in water during drain test or plugging of inspector's test connection, plugging of pipe or sprinklers found, failure to flush yard piping or surrounding mains following new installation or repairs, record of broken mains in the vicinity, abnormal frequent false-tripping of dry valves, system has just been returned to service after more than 1 year, there is a reason to think the system contains sodium silicate or its derivatives or highly cornosive fluxes in copper pipe, raw water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? Were marine systems normally having fresh water drained and refilled twice if raw water got into the system? No		flow	17102030000	represented by that sample replaced?	-	900000
connection, plugging of pipe or sprinklers found, failure to flush yard piping or surrounding mains following new installation or repairs, record of broken mains in the vicinity, abnormal frequent false-tripping of dry valves, system has just been returned to service after more than 1 year, there is a reason to think the system contains sodium silicate or its derivatives or highly corrosive fluxes in copper pipe, raw water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? Yes and refilled twice if raw water got into the system? No	tests, foreign material in dry-type valves, foreign mater		NA		$oldsymbol{arnothing}$	NA
flush yard piping or surrounding mains following new installation or repairs, record of broken mains in the vicinity, abnormal frequent false-tripping of dry valves, system has just been returned to service after more than 1 year, there is a reason to think the system contains sodium silicate or its derivatives or highly cornosive fluxes in copper pipe, raw water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? Were marine systems normally having fresh water drained and refilled twice if raw water got into the system? No		- 1-				
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is a reason to think the system contains sodium silicate or its derivatives or highly corrosive fluxes in copper pipe, raw water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? Were marine systems normally having fresh water drained and refilled twice if raw water got into the system? No						
water was pumped into the fire department connection, pinhole leaks If sprinklers have been replaced, were they proper replacements? Were marine systems normally having fresh water drained and refilled twice if raw water got into the system? No	is a reason to think the system contains sodium silicat	e or				
If sprinklers have been replaced, were they proper replacements? Yes Were marine systems normally having fresh water drained and refilled twice if raw water got into the system? No						
replacements? No and refilled twice if raw water got into the system? No		39				
replacements?	If sprinklers have been replaced, were they proper		Yes	Were marine systems normally having fresh water drained		Yes
☑ NA ☑ NA			No			No
		☑	NA			NA

2021-06-09 Property Health and Human Services 2100 Comer Ave Columbus Ga 31901

Acom Fire Solutions

Print Date: 2021-07-07

Columbus Georgia 31909 800-323-2266 jcarreker@acom.us

Conducted by: Heath Ferguson NICET III (Sprinkler)



Was heat tape inspected per the manufacturer's		Yes	If conditions were found that required flushing, was flushing		Yes
instructions?		No	of the system conducted?		No
	$\overline{\mathbf{v}}$	NA		$\overline{\mathbf{v}}$	NA
Have adjusted, repaired, reconditioned, or replaced		Yes	Was a drain test conducted after opening any closed valve?	V	Yes
components had proper tests/inspections performed?		No			No
	V	NA			NA
Operating stem of all OS&Y valves lubricated, completely	$\overline{\mathbf{v}}$	Yes	Sprinklers and spray nozzles protecting commercial		Yes
closed and reopened?		No	cooking equipment and ventilating systems replaced except		No
		NA	for bulb-type which show no signs of grease buildup?		NA

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Columbus Georgia 31909 800-323-2266 jcarreker@acom.us



MAIN DRAIN FLOW TESTS

System	Initial static	Residual	Static	Seconds to Return to Initial Static	Flow Observed?	Did waterflow alarm operate?	Are results comparable to previous test?
Health and Human Wet System 1					Yes	Yes	Yes

Report of Inspection/Test

Annual NFPA 25

2021-06-09 Property Health and Human Services 2100 Comer Ave Columbus Ga 31901

Print Date: 2021-07-07

Conducted by: Heath Ferguson NICET III (Sprinkler)

Acom Fire Solutions

Columbus Georgia 31909 800-323-2266 jcarreker@acom.us



Questions with Photos and Notes

Health and Human Wet System 1 - Record initial static pressure

Notes

Pump fed see pump test for pressures no gauges at risers

2021-06-09 Property
Health and Human Services
2100 Comer Ave
Columbus Ga 31901

Print Date: 2021-07-07

Conducted by: Heath Ferguson NICET III (Sprinkler) Acom Fire Solutions

Columbus Georgia 31909 800-323-2266 jcarreker@acom.us



Deficiencies - General Questions

Deficiencies - General Wet System Questions

Deficiencies - Health and Human Wet System 1

None

PEZOLMANAG

ACORD. EVIDENCE OF PROPERTY INSURANCE 01/12/2022					
COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE (ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER	AFFIRMATIVELY OR NEGATIVELY OF INSURANCE DOES NOT CONS , AND THE ADDITIONAL INTER	TITUTE A CONTRACT	ALTER THE		
AGENCY PHONE (A/C, No, Ext): 706 324-6671	COMPANY				
Marsh & McLennan Agency LLC	Affiliated FM Insurance Company				
200 Brookstone Centre Pkwy	270 Central Avenue				
Suite 118	Johnston, RI 02919				
Columbus, GA 31904					
(A/C, No): ADDRESS: redecca.nigntower@iviarsniviiviA.com					
CODE: SUB CODE: AGENCY CE5173	_				
CUSTOMER ID #: 633173	LOAN NUMBER	POLICY NUMBER			
INSURED Family Holdings Sub LLC	LOAN NOWBER	1000/2000/02 TO 000 9700			
600 Brookstone Centre Parkway	EFFECTIVE DATE EXPIRATION	1084772			
Columbus, GA 31904	07/15/21 07/15/2	CONTINU	JED UNTIL		
	THIS REPLACES PRIOR EVIDENCE DATED:	1ERMINA	TED IF CHECKED		
	THE REPEACES THE REVISE BATES.				
PROPERTY INFORMATION	1				
LOCATION/DESCRIPTION					
Location #24 2100 Comer Avenue					
Columbus, GA 31902 Building #1 Office Building - LRO					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO TI NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY					
EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN					
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH					
COVERAGE INFORMATION					
COVERAGE/PERILS/FORMS		AMOUNT OF INSURANCE	DEDUCTIBLE		

****Blanket Coverage Information****					
Blanket #1 Blanket Building, Pers Prop, Business Inc, Equip Brea	kdown	247,831,670	50,000		
Cause of Loss: Special (Including Theft)	KdOWII	247,031,070	30,000		
Valuation: Replacement Cost					
Valuation: Nephacoment cost					
Commercial Property Policy Level Coverages					
(See Attached Coverage Info.)					
Consistivation and Account of State of Sections of State of Section (Section Section S					
REMARKS (Including Special Conditions)					
****** Supplemental Names ******					
Type: None					
Four JS Family Partnership, LLLP					
(See Attached Remarks)					
CANCELLATION					
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	ORE THE EXPIRATION DATE THER	EOF, NOTICE WILL BE			
ADDITIONAL INTEREST					
NAME AND ADDRESS	MORTGAGEE ADDITION.	AL INSURED			
Columbus Consolidated Government	LOSS PAYEE				
100 E 10th St	LOAN#				
Columbus, GA 31901					
	AUTHORIZED REPRESENTATIVE				

PETER J. KRALESE

COVERAGE INFORMATION (Continued from page 1.)							
COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE					
Coverage: Flood - All Icocations	25,000,000	\$50,000					
Coverage: Earthquake - All Locatins	25,000,000	\$50,000					
Coverage: Equipment Breakdown		*** **** *					
Coverage: Property Plus Endorsement							
Coverage: Contingent Real Property	250,000						
Coverage: Supply Chain	500,000						
Coverage: Flood - 4530 Cargo Drive	5,000,000	100,000%					
Coverage: Earthquake - 210 GP Murrell Drive Cabot							
Arkansas	500,000	100,000%					
Commercial Property Location Specific Coverages							
ocation #: 24 2100 Comer Avenue Columbus, GA 31902							
Building # 1 Office Building - LRO							
Coverage: Building	37,491,056	\$50,000					
Cause: Special (Including Theft)							
Coverage: Business Income With Extra Expense - 24 Hour	1,200,000						
Deductible							
Cause: Special (Including Theft)							
GITTA 27.3 (12/09) 2 of 3 S 482701	 JLRXH	J					

Client#: 655173 **PEZOLMANAG**

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Rebecca Hightower					
Marsh & McLennan Agency LLC	PHONE (A/C, No, Ext): 706-596-4660 FAX (A/C, No):					
200 Brookstone Centre Pkwy	E-MAIL ADDRESS: rebecca.hightower@MarshMMA.com					
Suite 118	INSURER(S) AFFORDING COVERAGE					
Columbus, GA 31904	INSURER A : Arch Insurance Company					
INSURED	INSURER B : Aspen American Insurance Company	43460				
Family Holdings Sub LLC	INSURER C :					
600 Brookstone Centre Parkway	INSURER D :					
Columbus, GA 31904	INSURER E :					
	INSURER F :					

	INSURER F :								
CO	VΕΙ	RAGES CER	TIFIC	ATE	NUMBER:			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						TO WHICH THIS			
INSR LTR		TYPE OF INSURANCE	ADDL	SUBR WD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	3
Α	>	COMMERCIAL GENERAL LIABILITY			ZAGLB9217505	10/01/2021	10/01/2022	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GE	EN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AL	JTOMOBILE LIABILITY			ZACAT9239505	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	>	7 111 110 10						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	>	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В	>	UMBRELLA LIAB X OCCUR			CX00NV821	10/01/2021	10/01/2022	EACH OCCURRENCE	\$10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
		DED X RETENTION \$0							\$
Α		ORKERS COMPENSATION ID EMPLOYERS' LIABILITY			ZAWCI9385305	10/01/2021	10/01/2022	X PER OTH- STATUTE ER	
		Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(M	andatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If y	ves, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2100 Comer Ave. Columbus, GA

- (GL) Blanket Additional Insured Endorsement, Form CG 20 26 04 13
- (GL) Blanket Additional Insured with Completed Operations Endorsement, Form GL068900 06 11
- (GL) Blanket Waiver of Subrogation Endorsement, Form CG 24 04 05 09
- (GL) 60 Day Notice of Cancellation Certificate Holders (Specified Days), Form ML0087 00 11 10

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Columbus Consolidated Government 100 E 10th St Columbus, GA 31901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
construction denotes control of registering in a	AUTHORIZED REPRESENTATIVE
1	PETER J. KRAUSE

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DESCRIPTIONS (Continued from Page 1)
DESCRIPTIONS (Continued from Page 1) (GL) Blanket Primary and Non-Contributory Other Insurance Condition Endorsement, Form CG 20 01 04 13