STATE OF GEORGIA; COUNTY OF LOWNDES:

INTERGOVERNMENTAL RENTAL AGREEMENT

THIS INTERGOVERNMENTAL RENTAL AGREEMENT hereinafter referred to as "Agreement", is made and entered into as of ________, 2024 (the "Effective Date"), by and between LOWNDES COUNTY, GEORGIA, whose address for purposes of this Agreement is P.O. Box 1349, Valdosta, Georgia 31603, party of the first part, hereinafter referred to as "Landlord", and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, whose address for purposes of this Agreement is 270 Washington Street, Seventh Floor, Atlanta, Georgia, 30334, party of the second part, hereinafter referred to as "Tenant", for the use and benefit of VALDOSTA STATE UNIVERSITY, a unit of the University System of Georgia, hereinafter referred to as "Institution."

WITNESSETH THAT:

WHEREAS, as of the Effective Date, Landlord is the owner of certain improved real property located at 901-903 North Patterson Street, 109 East Force Street, 906-908 Slater Street, and 112 East Gordon Street, Valdosta, Georgia 31601, formerly known as the Valdosta State University South Campus, hereinafter referred to as the "Property"; and

WHEREAS, as a condition of the sale of the Property by Tenant to Landlord on the Effective Date, Landlord has agreed to make approximately 6,654 square feet of space on the first floor of Building "B" located on the Property at 901 North Patterson Street, Valdosta, Georgia 31601 available for lease by Tenant for Institution's use for educational purposes, said space being hereinafter referred to as the "Premises" and more particularly described in that certain site plan and aerial photograph marked EXHIBIT "A" attached hereto; and

WHEREAS, Institution's educational degree programs have a need for continued use of the Premises for educational purposes, specifically to operate its Marriage and Family Therapy Program (the "<u>Program</u>"), until such time that new space becomes available on Institution's campus for said programming (the "<u>New Space</u>"); and

WHEREAS, Tenant has determined the Premises remains suitable for the purpose of operating the Program; and

WHEREAS, Landlord has duly authorized and approved this Agreement; and

WHEREAS, pursuant to Board of Regents Policy Manual Section 9.10, Tenant has administratively approved the Agreement; and

WHEREAS, Landlord and Tenant are empowered to enter into this agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding 50 years;

NOW THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and for other good and valuable consideration, in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows: