



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, February 11, 2020, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Pastor Jessica Durr, Metropolitan AME Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
February 4, 2020
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Debra Chapman for a waiver of the Noise Ordinance at the Bragg Mitchell Mansion on May 16, 2020, from 6:00 p.m.-10:00 p.m. (District 1).

Request of Lindsey Morgan for a waiver of the Noise Ordinance in Cathedral Square on February 16, 2020, from 2:00-6:00 p.m. (District 2).

Request of Carrie B. Coats for a waiver of the Noise Ordinance in Lyons Park on August 30-September 13, 2020, from 7:00 a.m.-9:00 p.m., for their 15th Annual Unity Event (District 2).

Request of Danielle Pledger for a waiver of the Noise Ordinance at Mitternacht Park on February 29, 2020, from 1:00-3:00 p.m. (District 7)

Request of Dannie Pledger, Jr. for a waiver of the Noise Ordinance in Cathedral Square on June 19, 2020, from 6:00-10:00 p.m. (District 2).

Request of Casi Callaway, Mobile Baykeeper, for a waiver of the Noise

Ordinance on March 25, 2020, at Cooper Riverside Park from 5:00-9:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 2989 Dauphin Street (south side of Dauphin Street, 200' east of Sage Avenue) from B-2 to LB-2 (District 1).

Public hearing to rezone property located at 2955 Dauphin Street (southeast corner of Dauphin Street and South Sage Avenue) from B-2 and LB-2 to LB-2 (District 1).

Public hearing to fix the costs for the securing of the structure at 2801 Haas Avenue, \$3,700.00 (District 1).

Public hearing to fix the costs for the demolition of the structure at 405 Flint Street, \$4,427.00 (District 2).

Public hearing to fix the costs for the securing of the structure at 1258 Baltimore Street, \$3,700.00 (District 3).

Public hearing to fix the costs for the securing of the structure at 1910 Belle Cour Drive, \$4,700.00 (District 3).

Public hearing to fix the costs for the demolition of the structure at 7335 Bowers Lane, \$2,440.00 (District 4).

Public hearing to consider the vacation/closing of a portion of South Richardson Drive nears its intersection with Farnell Lane in Rosswood Subdivision (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Michael Gewin

Reggie Hill

David B. Chaillot

Joseph Seymour Jones

12. ORDINANCES HELD OVER

02-045 Ordinance to terminate all City services within the Police Jurisdiction; to repeal certain business license taxes and to provide for an orderly transition (sponsored by Councilmember Daves).

13. CIP RESOLUTIONS HELD OVER

21-106 Authorize contract with McElhenney Construction Company, Inc. for

Hackmeyer Park - Drainage and Site Amenities Improvements, \$721,015.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

14. RESOLUTIONS HELD OVER

13-107 Authorize change order to the contract with Moffatt & Nichol, Inc., for NFWF Phase II Grant Project Management Support, \$20,000.00 (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works).

21-108 Authorize contract with Hunter Security, Inc. for Mobile Museum of Art - Security System Upgrades, \$16,988.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-109 Authorize contract with Thompson Engineering, Inc. for Cruise Terminal - Mooring Hardware Inspection Services and Mooring Hardware Remediation Design Services, \$15,000.00 (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-110 Authorize contract with Bagby & Russell Electric Company, Inc. for Fire Training Facility - Pad Mounted Transformer Installation, \$44,700.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

15. ORDINANCES BEING INTRODUCED

64-004 Rezone property located at 2989 Dauphin Street (south side of Dauphin Street, 200' east of Sage Avenue) from B-2 to LB-2 (District 1).

64-005 Rezone property located at 2955 Dauphin Street (southeast corner of Dauphin Street and South Sage Avenue) from B-2 and LB-2 to LB-2 (District 1).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-112 Re-appoint Raymond Bell to the Port City Medical Clinic Board (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

08-113 Approve purchase order to Petroleum Traders Corporation for fuel for WAVE Transit, \$15,100.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

40-114 Fix the costs for the securing of the structure at 2801 Haas Avenue, \$3,700.00 (sponsored by Councilmember Richardson).

40-115 Fix the costs for the demolition of the structure at 405 Flint Street,

\$4,427.00 (sponsored by Councilmember Manzie).

40-116 Fix the costs for the securing of the structure at 1258 Baltimore Street, \$3,700.00 (sponsored by Councilmember Small).

40-117 Fix the costs for the securing of the structure at 1910 Belle Cour Drive North, \$4,700.00 (sponsored by Councilmember Small).

40-118 Fix the costs for the demolition of the structure at 7335 Bowers Lane, \$2,440.00 (sponsored by Councilmember Williams).

40-119 Authorize award of \$500 to Fire Service Driver Frederick J. Vaughn, Firefighter of the Month (sponsored by Mayor Stimpson) (submitted by Chief Sealy, MFRD Department).

46-136 Honorarily re-name Adams Street, between Cuba Street and Rylands Street, "Corine Tartt Wesley Way" (sponsored by Councilmember Manzie) (submitted by Lisa C. Lambert, City Clerk).

60-120 Determine donation to the Detonti Square Neighborhood Association serves a public purpose and approve payment, \$5,000.00 (sponsored by Councilmember Manzie) (submitted by Rebecca Christian, Accounting Department).

60-137 Resolution in support of proposed constitutional amendment concerning conditions for pre-trial release (sponsored by Councilmembers Small, Richardson, Manzie, Daves, Rich & Gregory).

17. CIP RESOLUTIONS BEING INTRODUCED

21-121 Authorize contract with AECOM Technical Services, Inc., for St. Stephens Rd. Street Restoration (surveying & prelim design) (St. Stephens Road from Ann Street to Craft Highway), \$99,950.00 (sponsored by Mayor William S. Stimpson and Councilmen Levon Manzie & Frederick D. Richardson, Jr.) (submitted by Nick Amberger, Engineering Department)

18. RESOLUTIONS BEING INTRODUCED

08-122 Approve purchase order to Lytx, Inc., for annual subscription for 50 drivecams, \$19,894.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-123 Approve purchase order to E-Builder, Inc., for annual software license, \$55,574.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-124 Approve purchase order to J&R Systems Integrators, LLC, for 16 LPR Cameras, \$16,304.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-125 Approve purchase order to J&R Systems Integrators, LLC, for 16 surveillance cameras, \$65,628.38 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-126 Approve purchase order to Alabama Correctional Industries for furniture for Police Admin. Services, \$16,917.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-127 Approve purchase order to Bagby & Russell Electrical Co., Inc, for work order to provide/install 100 LED fixtures, junction boxes, etc., \$129,025.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-128 Approve purchase order to Syntech Systems, Inc., for extended maintenance plan for Fuelmaster fuel control system, \$16,637.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-129 Approve purchase order to Southern Lighting & Traffic Systems for 24 LED light fixtures, \$19,128.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

35-130 Authorization for Assignment, Assumption and Amendment of Lease between TekLinks, the City of Mobile, and Grebe LLC for office space located at 455 St. Louis St. for the Cyber Division-MPD (sponsored by Mayor Stimpson) (submitted by Carleen Stout Clark, Real Estate Department).

47-131 Approve the vacation/closing of a portion of South Richardson Drive nears its intersection with Farnell Lane in Rosswood Subdivision (sponsored by Councilmember Daves).

60-132 Approve offering 1350 West Montlimar Drive for sale (sponsored by Mayor Stimpson & Councilmember Daves) (submitted by Carleen Stout-Clark, Real Estate Department).

60-133 Approve offering 2318 St. Stephens Rd. for sale (sponsored by Mayor Stimpson & Councilmember Richardson) (submitted by Carleen Stout-Clark, Real Estate Department).

60-134 Approve Settlement Agreement and Release of Claims - Doris Baker (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-138 Resolution appointing The Atchison Firm, P.C. to provide legal services to the City Council (sponsored by Councilmembers Manzie, Daves & Gregory).

19. CALL FOR PUBLIC HEARINGS

41-135 Call for public hearing to rezone property located at 758 Downtowner Boulevard and 4312 Midmost Drive (west side of Downtowner Boulevard, 130'

north of Midmost Drive, extending to the north side of Midmost Drive, 157' west of Downtowner Boulevard) from B-2 and B-3 to B-3 (District 5) (scheduled for THURSDAY, March 12, 2020).

20. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 9:19
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 10:16
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 9:09
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 9:13
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 9:17
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 1:35
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 1:38
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 1:41
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/9/2020 - 2:36
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/9/2020 - 2:37
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:12
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:19
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:09
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:22
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:15
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/9/2020 - 9:57
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 9:11
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 2:05
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 1:32
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 1:39
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/19/2019 -
9:20 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Daves and Mayor Stimpson

Purpose and Scope of Project:

For drainage and site amenities improvements to Hackmeyer Park

Amount of Contract:

\$721,015.00

Funding Source

Project # Hackmeyer Park - Drainage and Site
Amenities Improvements, PR-060-18

Discretionary Funds

Project String 20002000-48010

Contract Number:2622

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	1/29/2020 - 11:08 AM
Capital	Hollins, Tiffany	Approved	1/29/2020 - 11:59 AM
Legal	Kern, Chris	Approved	1/30/2020 - 1:18 PM
Mayors Office	Wesch, Paul	Approved	1/30/2020 - 1:33 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

James A. DeLapp, Executive Director Public Works

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Change Order Number One (1) increases the contract with Moffatt & Nichol, Inc., entitled *NFWF Phase II Grant Project Management Support (Project No. G-NFWFII)*, by \$20,000, being specifically allocated to Task 6 (Perch Creek/Ziebach/McNally Park Master Plan). The total contract sum will increase from \$242,500.00 to \$262,500.00.

Funding Source

Project # G-NFWFII- NFWF Phase II Grant
Project Management Support

Discretionary Funds N/A

Project String

Contract Number:2150

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	1/23/2020 - 11:49 AM
Accounting	Daniels, Bettye	Approved	1/23/2020 - 2:44 PM
Legal	Hill, Ashton	Approved	1/23/2020 - 1:57 PM
Legal	Hill, Ashton	Approved	1/23/2020 - 1:57 PM
Mayors Office	Wesch, Paul	Approved	1/30/2020 - 1:32 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

For security system upgrades at the Mobile Museum of Art

Amount of Contract:

\$16,988.00

Funding Source

Project # Mobile Museum of Art - Security System
Upgrades, MU-085-19

Discretionary Funds

Project String 20002000-48010

Contract Number:2625

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	1/29/2020 - 11:08 AM
Capital	Hollins, Tiffany	Approved	1/29/2020 - 1:28 PM
Legal	Kern, Chris	Approved	1/30/2020 - 12:29 PM
Mayors Office	Wesch, Paul	Approved	1/30/2020 - 1:33 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

For Professional Services

Amount of Contract:

\$15,000.00

Funding Source

Project # Cruise Terminal - Mooring Hardware Insp.
Svs and Mooring Hardware Remediation Svc, CT-
025-20

Discretionary Funds

Project String 20002000-42200

Contract Number:2631

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	1/29/2020 - 2:41 PM
Capital	Hollins, Tiffany	Approved	1/30/2020 - 9:08 AM
Legal	Kern, Chris	Approved	1/30/2020 - 1:24 PM
Mayors Office	Wesch, Paul	Approved	1/30/2020 - 1:33 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Small and Mayor Stimpson

Purpose and Scope of Project:

To install a pad mounted transformer

Amount of Contract:

\$44,700.00

Funding Source

Project # Fire Training Facility - Pad Mounted
Transformer Installation, FD-004B-20

Discretionary Funds

Project String 20002000-48010

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	1/24/2020 - 6:28 PM
Capital	Hollins, Tiffany	Approved	1/28/2020 - 10:33 AM
Legal	Hill, Ashton	Approved	1/28/2020 - 9:48 AM
Mayors Office	Wesch, Paul	Approved	1/30/2020 - 1:33 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/9/2020 - 2:36
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/9/2020 - 2:37
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Richardson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/5/2020 - 8:30
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve Requisition for Approval as PO for fuel for Wave Transit.

Amount of Contract:

\$15,100.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:12
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:19
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:09
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:22
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/15/2020 - 4:15
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Paul M. Sealy, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project #

Project String 1100-1100-49320

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Sealy, Paul	Approved	2/4/2020 - 10:45 AM
Mayors Office	Wesch, Paul	Approved	2/5/2020 - 10:58 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Manzie

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/7/2020 - 1:19 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER LEVON MANZIE

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST IN PURCHASING, INSTALLING REPLACING THEIR GAS LANTERN

Amount of Contract:

\$5,000.00

Funding Source

Project # DSC-02 / 10041020-42200

Discretionary Funds DSC-02

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/5/2020 - 2:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/10/2020 - 9:10
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmen Levon Manzie & Frederick D. Richardson, Jr.

Purpose and Scope of Project:

To accept the contract with AECOM Technical Services, Inc.

Amount of Contract:

\$99,950.00

Funding Source

Project # C0415

Project String 20002000.48020

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Discretionary Funds

Contract Number:2632

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/30/2020 - 2:44 PM
Capital	Hollins, Tiffany	Approved	1/30/2020 - 4:58 PM
Legal	Hill, Ashton	Approved	2/3/2020 - 1:52 PM
Mayors Office	Wesch, Paul	Approved	2/5/2020 - 10:58 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve Requisition as Purchase order for drivecam subscription

Amount of Contract:

\$19,894.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/6/2020 - 1:54 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve requisition for issuance as PO to E-Builder.

Amount of Contract:

\$55,574.36

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve requisition for approval as a PO to J&R Systems Integrators.

Amount of Contract:

\$16,304.32

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve Requisition for issuance as Purchase Order to J&R Systems Integrators.

Amount of Contract:

\$65,628.38

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for issuance as Purchase Order to Alabama Correctional Industries.

Amount of Contract:

\$16,917.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for issuance as Purchase Order to Bagby & Russell Co Inc.

Amount of Contract:

\$129,025.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for issuance as Purchase Order to Syn-Tech Systems Inc.

Amount of Contract:

\$16,637.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:22 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for issuance as Purchase Order to Southern Lighting & Traffic Systems.

Amount of Contract:

\$19,128.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Carleen Stout Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Levon Manzie.

Purpose and Scope of Project:

Resolution for Assignment, Assumption and Amendment of Lease between TekLinks, the City of Mobile, and Grebe LLC for office space located at 455 St. Louis St. for the use of the Cyber Division of the Mobile Police Department.

Amount of Contract:

\$4,291.76 per month

Effective Date of Contract:

3/1/2020

Renewal Date of Contract:

9/1/2022

Funding Source

Project #

Project String 10041545.49030 Lease Account
Budget

Discretionary Funds

Contract Number:

Budget Amendment **REDUCE** **INCREASE** to \$4,720.93 per month after renewal.

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/5/2020
Lease Assumption	Exhibit	2/5/2020
Original Lease from Teklinks to Grebe LLC	Exhibit	2/5/2020

Routing Forms

Exhibit

2/5/2020

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Melton, Michelle	Approved	2/5/2020 - 5:21 PM
Accounting Daniels, Bettye	Approved	2/6/2020 - 10:25 AM
Legal Kern, Chris	Approved	2/6/2020 - 1:28 PM
Legal Kern, Chris	Approved	2/6/2020 - 1:29 PM
Mayors Office Wesch, Paul	Approved	2/6/2020 - 1:54 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Levon Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Assignment, Assumption, and Amendment of Lease by and between TekLinks, Inc., a Delaware Corporation (“Assignor”), City of Mobile, a municipal corporation (“Assignee”), and Grebe, LLC, an Alabama limited liability company (the “Landlord”), to lease approximately 2,771 square feet located on the second floor within the two story building known as "The Buick Building" located at 455 St. Louis Street, as outlined in the Lease Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Memorandum of Understanding is on file in the office of the City Clerk.

Adopted:

City Clerk

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE

This **ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE** ("Assignment"), is made as of this ____ day of February, 2020 (the "Effective Date"), by and between TekLinks, Inc., a Delaware corporation ("Assignor"), City of Mobile, a municipal corporation ("Assignee"), and Grebe, L.L.C., an Alabama limited liability company (the "Landlord") (Assignor, Assignee, and Landlord, each a "Party" and collectively, the "Parties").

Recitals

WHEREAS, Assignor and Landlord entered into that certain Lease Agreement, dated on or around the 5th day of May, 2017 (the "Lease"), in which the Assignor leased 2,771 square feet of office space located at 455 St. Louis Street Mobile, AL 36602; commonly referred to as "The Buick Building"; and

WHEREAS, Landlord has agreed to consent to the assignment of the Lease, and concurrently therewith, amend the Lease as set forth herein to better reflect and accommodate Assignee's intended use.

NOW THEREFORE, for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Assignment. As of the date hereof, Assignor hereby transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title, estate and interest in and to the remainder of the initial five year term of Lease, and Assignee hereby assumes all of Assignor's right, title, estate and interest in and to the same. The Parties acknowledge that the Assignor declined its right to exercise the renewal option in the Lease, which is no longer applicable. The Landlord hereby consents to the assignment of the Lease to Assignee as set forth herein. Landlord hereby releases Assignor from all obligations and liabilities under the Lease that accrue on or mature after the Effective Date.
2. Indemnification. Assignor shall indemnify, protect, defend and save Assignee harmless from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) with respect to (i) any obligations, liabilities, matters or occurrences related to, arising out of or connected with the Lease to the extent that the same accrued or occurred before the Effective Date; and (ii) any material breach of any representation or warranty made by Assignor in this Assignment. All representations, warranties and indemnities set forth in this Section shall survive the Effective Date.
3. Assumption. From and after the Effective Date, Assignee hereby accepts and assumes Assignor's obligations under the Lease to the extent such obligations first accrue or mature and are required to be performed from and after the Effective Date. Assignee shall not assume any of Assignor's obligations or liabilities under the Lease that accrued or matured prior to the Effective Date. Provided further, however, that neither this Assignment, Assumption and Amendment of Lease nor any other part thereof, shall be deemed to constitute, either as to the Assignor and/or third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2,

Code of Alabama (1975), as the same may be amended from time to time and in any other statutes and case law otherwise available to the Assignee which may be raised on Assignor's (but not Landlord's) behalf in any action or proceeding arising out of the use of the Premises or otherwise pursuant to this Assignment, Assumption and Amendment of Lease. Assignor (but not Landlord) specifically acknowledges that Assignee does not waive any immunity defenses or the applicability of the statutory damages cap. All representations, warranties and indemnities set forth in this Section shall survive the Effective Date.

4. Address of Assignee. Section 1.2 and 1.2.1 of the Lease Agreement is amended to reflect:

City of Mobile, Real Estate Officer
205 Government Street, 4th Floor
Mobile, AL 36602

5. Use Provision. Section 1.8 of the Lease Agreement remains in effect and only the Assignee's use language is amended to reflect Assignee's office use and other related uses in connection with government functions for Cyber-Tech Task Force unit of the City of Mobile Police Department; PROVIDED, in no event shall Assignee bring onto or within (or allow to be brought onto or within) the Office Complex, the Building or the Premises any arrestee, any prisoner, any detainee, any suspect or any person in handcuffs or similar restraints. In no event shall Assignee use the Premises for (or allow the Premises to be used for) interrogation or questioning.

6. Rent. Section 1.9 of the Lease Agreement outlines monthly Base Rent payments, in which Assignee will begin paying on March 1, 2020, as follows:

March 1, 2020 – August 31, 2022 \$4,291.76 per month

September 1, 2022 – August 31, 2027 \$4,720.93 per month

7. Security Deposit. Under Section 1.10 of the Lease Agreement, Assignor's rights in and to the existing security deposit retained by Landlord in the amount of \$4,291.76 are transferred to Assignee (but shall continue to be held by Landlord as a security deposit pursuant to the terms of the Lease), and no additional sums are due to be paid to Landlord as a security deposit, subject to the terms of the Lease if the current security deposit is later forfeited. Assignee shall pay Assignor \$4,291.76 on the Effective Date to reimburse Assignor for the security deposit.

8. Further Assurances. Assignor and Assignee shall, prior to, at, and after the Effective Date, execute and deliver to the other any further instruments of conveyance, assignment, or transfer as may be necessary to effect the purposes of this Assignment.

10. Modification; Successors and Assigns. This Assignment may be modified only in writing, signed by each of the Parties hereto, or their respective successors and assigns, and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

11. Miscellaneous. Each Party represents and warrants to the other that it has the requisite authority to enter into this Assignment, it has obtained any and all requisite approvals and consents needed to enter into this Assignment, and that this Assignment is binding upon itself. Except as expressly modified by the terms and conditions stated in this Assignment, the terms and conditions of the Lease shall remain unchanged, and the Lease, in addition to each and every corresponding amendment, was executed and entered into with the requisite authority required by Alabama law. To the extent that any of the terms and conditions of this Assignment conflict with the terms and conditions of the Lease Agreement, the terms and conditions of this Assignment shall prevail. This Assignment shall not be effective until it has been validly authorized, approved and executed by Assignee.

12. Counterparts. This Assignment may be executed in multiple identical counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first set forth above.

ASSIGNOR: TekLinks, Inc., a Delaware corporation

By: Brian N. Jones
Name: Brian N. Jones
Its: Sr. VP of Finance

WITNESS:

[Signature]

ASSIGNEE:

CITY OF MOBILE, ALABAMA, a municipal corporation

By: _____
William S. Stimpson
Its: Mayor

ATTEST:

Lisa C. Lambert
Its: City Clerk

Landlord:

Grebe, LLC, a Alabama limited liability company

By: [Signature]
Name: Robert J. Whitford
Its: Member

WITNESS:

[Signature]

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5 day of ^{May} April, 2017 (the "Effective Date"), by and between "Landlord" (as such term is defined in Section 1.1 hereof) and "Tenant" (as such term is defined in Section 1.2 hereof). Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the "Premises" (as such term is defined in Section 1.3 hereof) located in the "Building" (as such term is defined in Section 1.4 hereof), subject to the terms, covenants and conditions herein set forth.

1.0 SUMMARY OF BASIC LEASE PROVISIONS.

1.1. LANDLORD.

Grebe, LLC,
an Alabama limited liability company

1.1.1. ADDRESS OF LANDLORD.

451 St. Louis Street
Mobile, Alabama 36602

1.2 TENANT.

TekLinks, Inc., a Delaware corporation

1.2.1 ADDRESS OF TENANT.

201 Summit Parkway
Birmingham, AL 35209

1.3 PREMISES.

The "Premises" shall be defined as that certain space reflected as the area shown on **Exhibit A** attached hereto as Suite , having a floor area of approximately two thousand five hundred nineteen (2,519) square feet of "useable space" and located on the Second (2nd) floor within the Building. Such area and other areas within the Building (and Base Rent set forth below) is subject to final measurement per BOMA standards upon completion of Landlord's Work, and shall be rounded off to the nearest square foot.

1.4 BUILDING: BUILDING COMPLEX.

The "Building" shall be that certain two story building known as "The Buick Building" located at 451 and 455 St. Louis Street, Mobile, Alabama, and the "Building Complex" shall mean the Building, land and other improvements thereon as shown on the site plan attached hereto as **Exhibit A-2** and legally described on **Exhibit A-1** hereto. The Building consists of the original Buick Building located at 455 St. Louis Street (the "Original Buick Building") and an addition thereto located at 451 St. Louis Street (the "Buick Building Addition"). The entire Buick Building Addition is currently leased to Rogers & Willard, Inc.

1.5 LEASE TERM/LEASE YEAR; OPTION.

The initial "Lease Term" shall be five (5) Lease Years (as such term is defined hereinbelow) and shall commence on the Commencement Date (as such term is defined in Section 1.6.2 hereof), and "Lease Term" shall include the renewal term if exercised by Tenant. The term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months commencing on the Commencement Date. If the Commencement Date is not the first day of a calendar month, then the first Lease Year shall consist of the first twelve (12) consecutive full calendar months of this Lease plus the remaining calendar days in the month in which the Commencement Date occurs. Each succeeding Lease Year shall commence upon the first day of the calendar month coinciding with or following the anniversary date of the Commencement Date of the Lease Term. If the Lease Term expires on a date not at the end of a full Lease Year, the period of time following the final full Lease Year shall be defined to be a "Partial Lease Year". Tenant shall have the option to extend the Lease Term for one (1) additional term of five (5) years, on the same terms and conditions set forth herein, except that the Base Rent for the renewal term shall be increased as set forth in Section 1.9 below. Tenant shall exercise such renewal term by written notice to Landlord at least one hundred eighty (180) days prior to the end of the initial term (the "Option Deadline").

1.6 DELIVERY DATE/COMMENCEMENT DATE.

1.6.1 DELIVERY DATE.

The "Delivery Date" shall be the date Landlord delivers the Premises to Tenant with Landlord's Work (as such term is defined in **Exhibit B** attached hereto) substantially completed and a certificate of occupancy or temporary certificate of occupancy is issued for the Premises.

1.6.2 COMMENCEMENT DATE.

The "Commencement Date" shall be the date which is thirty (30) days following the Delivery Date.

1.7 ESTIMATED COMPLETION DATE.

Subject to force majeure and delays caused by Tenant, including delays in connection with the Final Plans (as defined on Exhibit B) and approval of same by the City of Mobile for construction, Landlord will complete Landlord's Work and deliver the Premises to Tenant no later than July 31, 2017.

1.8 USE.

Tenant shall use the Premises only for office space and related uses and for no other use or purpose without the signed written consent of Landlord, which will not be unreasonably withheld, provided Tenant's use of the Premises (including any assignee and/or subtenant of Tenant) is subject to the following restriction in Landlord's lease with Rural Sourcing, Inc. ("RSI"):

During the term of this Lease, provided [RSI] is in compliance with this Lease and in occupancy of and operating from the Premises, Landlord shall not lease any space within the Building, without [RSI's] consent, to any of the following five (5) companies: TEK Systems, Computer Programs and Systems, Inc., Software Sophisticated, Inc., UST Global and Computer Technology Solutions. At the end of Lease Year 5, [RSI] shall be entitled to substitute one or more companies for one or more of said original 5 companies, provided (i) Landlord has not already signed or is then negotiating a lease or letter of intent with any such new/substitute company, (ii) Landlord consents to such substituted company which consent shall not be unreasonably withheld, and (iii) the list of such "direct competitors" shall not contain more than five (5) companies, and Landlord shall be free and authorized to lease space to any company so removed from the list.

Tenant's use of the Premises (including any assignee and/or subtenant of Tenant) is further subject to the following restriction in Landlord's lease with Rogers & Willard, Inc. ("R&W"):

Landlord shall not, without [R&W's] prior written consent which may be withheld in [R&W's] absolute and sole discretion, lease any part of, or allow any person or business to occupy any part of, the Building Complex (other than R&W) for use as a construction contractor or for any use in, involving or relating to the construction business.

Tenant agrees not to violate, and no assignee or subtenant of Tenant shall violate, the above restrictions in said RSI lease and/or R&W lease.

1.9 RENT.

The parties acknowledge that Tenant's Premises (Suite ____) shall have a floor area of approximately 2,519 square feet, which is Tenant's "Useable Space" and Tenant shall have exclusive possession of same. However, Tenant shall pay "Base Rent" based on Tenant's "Rentable Space" which consists of Tenant's Useable Space (2,519 square feet) multiplied by a "load factor" of approximately 1.10 for the common areas on the 2nd floor, resulting in "Rentable Space" of 2,771 square feet for Tenant. Accordingly, Tenant's "Base Rent" shall be based on 2,771 square feet of "Rentable Space" as follows:

TERM	PER SQUARE FOOT	MONTHLY BASE RENT	ANNUAL BASE RENT
Lease Years 1-5	\$18.50	\$4,291.76	\$51,501.12
Lease Years 6-10	\$20.35	\$4,720.93	\$56,651.16

1.10 SECURITY DEPOSIT.

On the date hereof, Tenant is delivering to Landlord the sum of \$4,291.76, as a Security Deposit to secure Tenant's obligations hereunder, as set forth in Section 30 herein.

1.11 BROKERS.

1.11.1 LANDLORD'S BROKER.

"Landlord's Broker" is Milling Commercial Realty. Landlord agrees to pay a leasing commission to Landlord's Broker pursuant to a separate agreement between Landlord and Landlord's Broker.

1.11.2 TENANT'S BROKER.

"Tenant's Broker" is Sandner Commercial Real Estate, Inc., dba Colliers International. Landlord's Broker has agreed to pay part of its leasing commission to Tenant's Broker pursuant to separate agreement between Landlord's Broker and Tenant's Broker.

2.0 TERM/COMMENCEMENT DATE.

2.1. LEASE TERM.

The "Lease Term" and the "Commencement Date" are defined in Sections 1.5 and 1.6 hereof. When the Commencement Date and termination date of the Lease Term have been determined, Landlord and Tenant shall execute and deliver a written statement ("Commencement Date Agreement") specifying therein the Commencement Date and termination date of the Lease Term. In the event Landlord submits to Tenant the Commencement Date Agreement for Tenant's execution and Tenant does not execute and return the same to Landlord within thirty (30) days of Tenant's receipt of the same, then the date Landlord establishes as the Commencement Date shall be conclusively deemed the Commencement Date.

2.2. ACCEPTANCE OF THE PREMISES.

Tenant acknowledges that: (i) the Premises shall be delivered to Tenant in the condition set forth in Exhibit B attached hereto and substantially per the Premises Layout attached hereto as Exhibit B-1; and (ii) it will take possession of the Premises within ten (10) days following the Delivery Date. Except as may otherwise be specifically set forth herein, Landlord shall not be required to make any alterations, improvements or repairs to the Premises or the Building or the Building Complex at any time.

3.0 USE.

Tenant agrees it shall use and occupy the Premises for the use set forth in Section 1.8 hereof and for no other purpose or use.

4.0 RENT.

Tenant covenants and agrees to pay to Landlord, at the address for Landlord set forth in Section 1.1.1 hereof or at such other place designated by Landlord, in lawful United States currency, without notice, demand, deduction or set-off except as expressly provided herein, the following rentals (collectively, the "Rent"), together with any sales, use or other taxes assessed from time to time on the Rent or on the use and occupancy of the Premises:

4.1. BASE RENT.

"Base Rent" is defined in Section 1.9 hereof. The first installment of Base Rent shall be due, in advance, on the Commencement Date. Each subsequent installment shall be due, in advance, on the first day of each month next ensuing after the Commencement Date. Base Rent shall be paid in monthly installments as described in Section 1.9 hereof. If the Commencement Date is other than the first day of a calendar month, Base Rent and Additional Rent for the period from the Commencement Date to the first day of the first full month shall be prorated on a per diem basis and shall be paid on the Commencement Date.

4.2. LATE FEE. If any installment of Base Rent is not paid within five (5) business days after its due date, Tenant shall also pay to Landlord a late fee equal to five percent (5%) of such Base Rent installment.

4.3. ADDITIONAL RENT.

It is the intent of the parties that the Rent payable to Landlord is net of all expenses associated with the operation of the Building Complex and all sales or use taxes imposed on the Rent or otherwise and, accordingly, in addition to all other amounts that may be due pursuant to this Lease, Tenant shall pay as Additional Rent:

4.3.1. TAXES.

Tenant's Pro Rata Share (as such term is defined in Section 4.5 hereof) of the amount of all real and personal property taxes and assessments and all other general and special assessments levied, imposed or assessed upon the Building Complex during each Lease Year (collectively, "Taxes").

4.3.2. INSURANCE.

Tenant's Pro Rata Share of the total cost to Landlord of all fire and extended coverage (including wind), liability coverage, workmen's compensation coverage, environmental liability coverage, business income and extra expense coverage and other insurance coverage carried by Landlord with respect to the Building Complex (collectively, "Insurance").

4.3.3. COMMON AREA AND BUILDING COMPLEX MAINTENANCE.

For the maintenance of (i) the Common Area (as such term is defined Section 5.1 hereof) of the Building Complex Exterior (as such term is defined in Section 5.4 hereof), an amount equal to Tenant's Pro Rata Share

of the Building Complex Operating Costs (as such term is defined in Section 5.4 hereof) applicable to the Building Complex Exterior, and (ii) the Common Area of the Original Buick Building, an amount equal to Tenant's Interior Pro Rata Share (as such term is defined in Section 4.5 hereof) of the Building Complex Operating Costs applicable to just the Original Buick Building. The calendar year shall be the fiscal period for determining the Building Complex Operating Costs.

4.3.4. OTHER ADDITIONAL RENT.

All other sums of money or charges required to be paid by Tenant hereunder, including, but not limited to, and interest charges on past due payments shall be characterized as Additional Rent. Payments of any such amounts shall be due thirty (30) days following Tenant's receipt of Landlord's statement therefor.

4.4. PAYMENT OF ADDITIONAL RENT.

No later than thirty (30) days after the Commencement Date, and thereafter at least once each calendar year, Landlord shall deliver to Tenant a written statement setting forth the monthly installment of Additional Rent that Landlord estimates will be needed to pay in full for that calendar year. If at any time during the calendar year Landlord determines that the initial estimate should be revised so that it will more closely approximate the expected actual Additional Rent, Landlord may revise the initial estimate by delivering to Tenant a subsequent statement. Tenant shall pay Landlord, together with Base Rent, on the first day of each month during this Lease, the monthly installments of estimated Additional Rent as set forth in the last statement received by Tenant. Within ninety (90) days following each calendar year, Landlord shall endeavor to deliver to Tenant a statement of the actual Additional Rent payable by Tenant for the previous calendar period. Landlord's failure to include an item as Additional Rent or to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay the sums herein provided. If the total amount of estimated payments paid by Tenant for any calendar period is less than the actual amount payable by Tenant, then Tenant shall pay the balance of Additional Rent in a lump sum within thirty (30) days after Tenant's receipt of Landlord's statement of the actual amount. If the total of the estimated payments is greater than the actual Additional Rent for the same period, then Tenant shall receive a credit against the next due payment(s) of estimated Additional Rent.

4.4.1. PRORATION.

If the first Lease Year commences on any day other than January 1, or if the Lease Term ends on any day other than December 31, any payment due to Landlord by reason of any Additional Rent or estimated installment thereof shall be justly and fairly prorated. This covenant shall survive the expiration or termination of this Lease, if Landlord estimates that Additional Rent will be payable by Tenant at the end of the calendar year and subsequent to Lease expiration.

4.5. TENANT'S PRO RATA SHARE.

Tenant's "Pro Rata Share" shall be the percentage obtained by dividing the square footage of the Premises (2,519) by the square footage of the combined total leasable area of both the Original Buick Building and the Buick Building Addition (33,988). It is estimated Tenant's Pro Rata Share shall be Seven and Four One One Hundredths percent (7.41%). Tenant's "Interior Pro Rata Share" shall be the percentage obtained by dividing the square footage of the Premises (2,519) by the square footage of the total leasable area of the Original Buick Building only (28,010). It is estimated Tenant's Interior Pro Rata Share shall be Eight and Nine Nine One Hundredths percent (8.99%). Tenant's Pro Rata Share and Interior Pro Rata Share are subject to adjustment by Landlord based on the foregoing formula if the leasable area of the Building is diminished by casualty, condemnation or similar takings or other events reducing the leasable area or if the leasable area is increased by additions to the Building or otherwise.

4.6. INTEREST ON PAST DUE AMOUNTS.

Any amount due from Tenant to Landlord hereunder which is not paid within ten (10) days of the date the same is due shall bear interest at the rate (the "Default Rate") of one percent (1.0%) per month (12% per annum) from the due date until paid, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

5.0 COMMON AREA.

5.1. USE OF COMMON AREA.

The use and occupancy by Tenant of the Premises shall include the use in common with others entitled thereto of the common areas within the Building Complex, including the Building lobby area(s), stairwell(s), elevator(s), restrooms that are not to be used exclusively by any tenant of the Building, together with the parking lot and such other facilities as may be designated from time to time by Landlord (collectively, the "Common Area"), subject to the assignment by Landlord of specific parking spaces to each tenant in the Building Complex and its customers and employees, as set forth in Section 5.5 below. The parties acknowledge and agree that the Buick Building Addition has no interior Common Area.

5.2. SIDEWALKS/WALKWAYS.

Tenant shall not: (i) encumber or obstruct the sidewalks and/or walkways adjoining the Premises or Building or allow the same to be obstructed or encumbered in any manner; or (ii) place or cause to be placed any

merchandise, signs, vending machines or anything else on any sidewalk, walkway or exterior of the Premises or Building without the prior written consent of Landlord, which consent shall be in Landlord's absolute discretion.

5.3. MODIFICATIONS.

The Common Area is the private property of Landlord and is at all times subject to the unrestricted control of Landlord. Exhibit A-2 sets forth the general layout of the Building Complex and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Building Complex will be or is exactly as indicated on said diagram nor that any tenant named thereon is now or will forever be a tenant in the Building Complex. Landlord may increase, reduce or change the number, dimensions or location of the walks, buildings and parking areas in any manner whatsoever that Landlord shall deem proper and reserves the right to make alterations or additions to the building in which the Premises are contained and to add buildings adjoining the same or elsewhere in the Building Complex. If the amount or type of such areas is diminished, increased or otherwise altered, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent nor shall the diminution, enlargement or alteration of such areas be deemed constructive or actual eviction; provided, however, Landlord agrees not to make any such alterations or additions if the result of the same would materially and adversely affect the access to the Premises or reduce the number of parking spaces allocated to Tenant under this Section 5.5 below. If the rentable area of the Building Complex or common areas on the 2nd floor changes during the lease term, the load factor in section 1.9 shall be adjusted accordingly.

5.4. COST OF MAINTENANCE.

Tenant shall reimburse Landlord for the Tenant's Pro Rata share of cost of maintenance, operation and administration of all Common Area other than the Common Area located within the Original Buick Building (the "Building Complex Exterior") as set forth in Section 4.3.3 hereof (the parties acknowledge there is no Common Area within the Buick Building Addition), as well as all mechanical, utility and plumbing systems servicing same. Tenant shall reimburse Landlord for Tenant's Interior Pro Rata Share of cost of maintenance, operation and administration of the Common Area within the Original Buick Building, as well as all mechanical, utility and plumbing systems servicing same. The term "Building Complex Operating Costs" shall mean the total costs and expenses incurred in connection with the administration, operation, preventive and corrective maintenance and repair of the Common Area, whether paid to employees of Landlord or to third parties engaged by Landlord, including, without limitation, and by example only: the cost and expense of maintaining, repairing, lighting, signing, cleaning, sweeping, painting, striping and removal of snow, ice, trash and debris from and janitorial service for the Common Area; the cost and expense for all utilities used or consumed in connection with the Common Area; the cost of maintaining, repairing and, if necessary, replacing the mechanical, electrical, utility and plumbing systems servicing the Common Area, including the HVAC and sprinkler system (provided that replacement costs for such systems during the first Lease Year shall be excluded from Building Complex Operating Costs); the cost and expense of maintaining, watering, planting, replanting and replacing flowers, trees, grass, shrubbery and planters; the cost and expense of rental or depreciation of machinery, equipment, fixtures and personal property used in the operation and maintenance of the Common Area and Building Complex; the cost and expense of the repair and, if necessary, replacement of the paving, curbs, walkways, drainage, pipes, conduits, lighting (including bulbs and ballasts) and similar items used in connection with the Common Area; the cost and expense of sanitary sewer and water provided to the Common Area; management fees not to exceed five percent (5%) of Base Rent for the Building Complex; the cost and expense of personnel to implement such services. Notwithstanding the foregoing, the cost and expense of any capital items, as such term is defined by generally accepted accounting principles (GAAP), included in Building Complex Operating Costs shall be amortized on a straight-line basis over the useful life of the item.

5.5 PARKING.

Tenant acknowledges that Landlord contemplates the Building Complex will have sixty nine (69) parking spaces for use by the tenants and occupants of the Building, but Landlord does not guarantee that the Building Complex will have 69 spaces or that there will be sufficient parking spaces within the Building Complex to satisfy Tenant's parking needs beyond Tenant's Parking Allocation. Landlord shall allocate to Tenant five (5) parking spaces at no charge ("Tenant's Parking Allocation"). Landlord reserves the right to designate and assign specific parking spaces to Tenant and the other tenants within the Building Complex

6.0 SIGNS.

Tenant shall be entitled to place a sign panel on the sign directory within the interior of the Original Buick Building, and a sign on the door to the Premises. Except for the foregoing, Tenant shall not place, erect or install any signs on any portion of the Premises or Building or Building Complex nor allow to be erected or installed any signs, printed displays or show window lettering visible from outside the Premises without the prior written approval of Landlord, and Landlord shall have complete authority over size, art work, design, color, taste, text and content of all signs. Any such signs allowed by Landlord shall be maintained in a good and safe condition and appearance by Tenant, at its own expense. Upon the expiration or sooner termination of this Lease, Tenant shall, at its own expense, remove all signage from the Premises and the Building Complex. Tenant shall repair and restore any damage to the Premises and/or Building Complex, either inside or outside, resulting from the erection, maintenance or removal of said signs, and in the event Tenant fails to do so, Landlord may make such repairs or removal which is not promptly made by Tenant and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within thirty (30) days after receipt of written demand thereof by Landlord. The obligations of Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease.

7.0 IMPROVEMENTS, ALTERATIONS AND REPAIRS.

7.1. IMPROVEMENTS AND ALTERATIONS OF PREMISES BY TENANT.

Tenant shall not at any time during the Lease Term make improvements or alterations to the Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed (as to non-structural improvements or alterations to the interior of the Premises only), including any painting, or any installation of any cable(s), wiring or other utility lines within the floor, walls or ceiling of the Premises, or anything else requiring puncture or intrusion into the floor, walls or ceiling of the Premises or the exterior walls, roof or foundation of the Building or other Common Areas of the Building. In no event shall Tenant have the right to make any improvements or alterations that affect the structure, structural strength or outward appearance of the Premises or the Building. If Tenant desires to make improvements or alterations, Tenant shall submit to Landlord complete and detailed plans and specifications for approval by Landlord. Any such improvements or alterations shall be done by Rogers & Willard, Inc. or another licensed general contractor selected by Landlord, provided the work is done at then prevailing market rates for such work, and Tenant shall be solely responsible for payment of such costs. If Tenant makes any alterations or improvements without Landlord's consent ("Non-Approved Alterations"), Landlord may, at its option, require Tenant, at Tenant's sole cost and expense, to remove any such Non-Approved Alterations installed within the Premises at the expiration or sooner termination of the Lease Term and to repair any damage to the Premises caused by such removal, and in the event Tenant fails to do so, Landlord may make such repairs or remove such improvements or alterations which are not promptly made by Tenant and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within thirty (30) days after receipt of written demand thereof by Landlord. Any improvements or alterations made to the Premises shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Lease Term, become the property of Landlord, unless Landlord has demanded Tenant remove the same as provided hereinabove.

The interest of Landlord in the Premises and the Building Complex is not subject to liens for improvements or alterations made by Tenant or as a result of any alterations, improvements or work by Tenant ("Tenant's Work"). Tenant will not create or permit to be created or remain as a result of any action or work done or contracted for by Tenant, any lien, encumbrance or charge levied on account of any imposition of any mechanic's, laborer's or materialman's lien which might be or become a lien, encumbrance or charge upon the Premises, the Building Complex or any part thereof, or the income therefrom, whether or not the same shall have any priority or preference over or ranking on a parity with the estate, rights and interest of Landlord in the Premises or the Building Complex or any part thereof, or the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Premises or the Building Complex or any part thereof, might be impaired as the result of Tenant's Work.

If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or the Building Complex or any part thereof, as a result of any action or work done on behalf of or contracted for by Tenant, Tenant, within ten (10) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then, in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien by paying the amount claimed to be due. Any amount so paid by Landlord and all costs, expenses and fees, including, without limitation, reasonable attorneys' fees, incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or not the same has been discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, together with interest thereon at the Default Rate from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant to Landlord within ten (10) days after receipt of written demand thereof by Landlord.

Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Premises or the Building Complex or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or the Building Complex or any part thereof, nor to subject Landlord's estate in the Premises or the Building Complex or any part thereof, to liability in any way under any mechanic's and/or materialman's lien laws of the state in which the Building Complex is located, it being expressly understood that Landlord's estate shall not be subject to any such liability.

7.2. IMPROVEMENTS AND ALTERATIONS BY LANDLORD.

Landlord hereby reserves the right at any time and from time to time during the Lease Term to make any additions, alterations, changes or improvements (including, but not limited to, building additional stories) to the building in which the Premises are contained and to build additional structures adjoining thereto. Landlord also reserves the right to construct other buildings and improvements in the Building Complex from time to time and at any time during the Lease Term; provided, however, Landlord agrees not to make any such alterations or additions if the result of same would materially and adversely affect the access to the Premises or reduce the number of parking spaces allocated to Tenant under Section 5.5 above.

7.3. REPAIRS BY LANDLORD.

Landlord agrees to keep and maintain in good order and repair only the Common Area and the roof, structural components, exterior walls (excluding all signs, doors, windows and glass, including plate glass) and sprinkler systems of the Building. If any such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, contractors or employees, then Tenant shall pay to Landlord the reasonable, actual cost of such maintenance and repairs. Except as may otherwise be expressly retained herein, Landlord hereby gives Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall promptly report in writing to Landlord any known defective condition which Landlord is required to repair pursuant to this Section. Tenant's failure to report to Landlord any such known condition or defect shall make Tenant responsible to Landlord for any liabilities, costs, expenses and reasonable attorneys' fees incurred by Landlord as a result of such defect. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as herein provided regarding casualty loss, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building Complex or the Premises or in or to fixtures, appurtenances and equipment therein. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts not to disrupt Tenant's business operations.

Notwithstanding anything contained herein to the contrary, in the event Landlord fails to make any repairs required to be made by Landlord within thirty (30) days, or commence to make such repairs within said thirty (30) day period if said repairs cannot be made within said thirty (30) day period, after Landlord's receipt of written notice of the need for such repairs from Tenant, Tenant shall have the right to make such repairs and deduct the reasonable cost thereof from Tenant's next payment of Base Rent or Additional Rent coming due.

7.4. REPAIRS BY TENANT.

Tenant shall, at its own cost and expense, keep and maintain the Premises and appurtenances thereto and every part thereof in good order and repair except those portions of the Premises to be repaired by Landlord pursuant to Section 7.3 hereof. Without limiting the foregoing, Tenant agrees to keep in good order and repair and, if necessary, replace all fixtures within the Premises and/or servicing only the Premises pertaining to heating, air conditioning (including compressors, fans and ducts), ventilation, water, sewer and electrical systems and Tenant shall be liable for any damage to such systems resulting from Tenant's misuse (provided that during the first Lease Year Landlord shall provide and bear the cost of all needed replacements to the HVAC system and other systems installed by Landlord, unless such replacements are needed due to damage caused by Tenant's misuse). Tenant, at its expense, shall obtain a monthly service contract for repairs and maintenance of the heating and air conditioning system that conforms to the warranty requirements of said system. Tenant shall provide Landlord with a current copy of said service contract. Tenant agrees to return the Premises to Landlord at the expiration or sooner termination of this Lease in as good condition and repair as when first received, reasonable wear and tear and damage by fire or other insurable casualty excepted. All damage or injury to the Building, the Premises, or the Common Area caused by the act or negligence of Tenant, its agents, contractors, employees or licensees shall be promptly repaired by Tenant at its sole cost and expense and to the reasonable satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the reasonable cost thereof and Tenant hereby agrees to pay such amounts as Additional Rent hereunder within thirty (30) days after receipt of written demand thereof by Landlord.

8.0 UTILITIES; JANITORIAL.

Tenant shall pay from the date the Premises are delivered to Tenant, the cost of sewer and/or water hook up or tie-in, demand or reservation fees of any kind assessed due to Tenant's specific use of the Premises, including, without limitation, any impact fees or development fees assessed in connection with the Premises, the cost of gas, electricity, fuel, light, heat, power, telephone, cable, trash and garbage removal and all other utilities furnished to the Premises or used by Tenant in connection therewith, and such utility costs shall be determined by separate billing and metering. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. If Tenant's use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval, which shall not be unreasonably withheld, and shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. If Tenant's use or occupancy of the Premises results in an increase to Landlord of any utilities expense or connection or user fees or charges for increased usage or capacity or assessments of any kind whatsoever, Tenant shall pay the entire amount thereof within thirty (30) days after receipt of written demand thereof by Landlord. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises. Tenant shall also pay for its own janitorial services for the Premises and shall keep the Premises clean, orderly, sanitary and free from objectionable odors and free from insects, vermin, rodents and other pests.

9.0 PERSONAL PROPERTY TAXES.

Tenant shall pay, prior to delinquency, all personal property taxes assessed against or levied upon the Premises and upon its fixtures, signs, furnishings, equipment, leasehold improvements and all other personal property of any kind owned by or used in connection with the Premises by Tenant. In the event any of Tenant's leasehold improvements, equipment, furniture, fixtures or other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord the full amount of such taxes applicable to Tenant's property within ten (10) days of Tenant's receipt of a statement

from Landlord setting forth the amount of such taxes applicable to Tenant's property. Landlord maintains the right, but not the obligation, to pay said taxes for the benefit of Tenant and consider the same as Additional Rent due under this Lease.

10.0 INSURANCE.

10.1. TENANT'S INSURANCE.

Tenant shall at all times during the Lease Term maintain in full force and effect the following insurance in the standard form generally in use in the state in which the Building Complex is located, with insurance companies authorized to do business in said state, rated no less than A, VIII in the current edition of Best's Rating Guide:

(a). Commercial general liability insurance with a combined single limit of at least Two Million and No/100 Dollars (\$2,000,000.00), protecting Tenant and Landlord (as an additional insured) against claims based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises. In the event the business being conducted from the Premises includes the sale or other disposition of alcoholic beverages for on or off premises consumption, Tenant shall, in addition to the commercial general liability insurance, obtain liquor liability insurance in the amounts equal to that required above for the commercial general liability insurance;

(b). Property insurance covering all trade fixtures, signs, plate glass, floor covering, decorative items, furniture, equipment and merchandise in the Premises to the extent of one hundred percent (100%) of the full replacement value of the same against fire and other perils commonly included in "Causes of Loss-Special Form" coverage; and

(c). Workmen's Compensation Insurance and employee insurance as required by law.

Tenant shall furnish to Landlord, before the Commencement Date, and at least thirty (30) days before expiration or termination or reduction of coverage of any such policy, copies of policies or certificates of insurance evidencing coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel, fail to renew or materially amend the policy or policies without first giving thirty (30) days prior written notice thereof to Landlord.

10.2. LANDLORD'S INSURANCE.

Landlord shall at all times during the Lease Term maintain in full force and effect insurance in the standard form generally in use in the state in which the Building Complex is located, with insurance companies authorized to do business in said state, rated no less than A, VIII in the current edition of Best's Rating Guide:

(a). Commercial general liability insurance with a combined single limit of at least Two Million and No/100 Dollars (\$2,000,000.00), against claims based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Common Area of the Building Complex; and

(b). Property insurance coverage covering the Building for all casualties included in the classification "Causes of Loss-Special Form" coverage in an amount not less than one hundred percent (100%) of the full replacement value, and against such other hazards and in such amounts as Landlord or its lenders may reasonably require from time to time. It is understood that Landlord's insurance obligation hereunder does not extend to trade fixtures, signs, plate glass, floor covering, decorative items, furniture, equipment and merchandise in the Premises.

10.3. INCREASE IN LANDLORD'S INSURANCE.

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay, as Additional Rent, any increase in premiums for fire and extended coverage insurance that may be charged during the Lease Term on the amount of such insurance which may be carried by Landlord on the Premises or the Building Complex, resulting from the type of merchandise sold or the type of business conducted by Tenant in the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises. In the event Tenant's occupancy causes any increase in premium for the fire, boiler and/or casualty rates on the Premises or Building Complex or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Premises, Tenant shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reasons thereof. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due within thirty (30) days after receipt of written demand thereof by Landlord.

10.4. MASTER POLICY.

The insurance required by this Section may be included in policies of "blanket insurance", provided that, in all other respects, each such policy shall comply with the requirements of this Section and provided that no other loss

which may or may not be also insured thereby, shall in any way affect or limit the coverages and amount of insurance required hereby.

10.5. SUBROGATION.

Notwithstanding any other provisions of this Lease, Landlord and Tenant each releases the other and, on behalf of its insurers, waives its entire right to recovery against the other for loss or damage to the waiving party and its property to the extent that the loss or damage is covered by insurance or would have been covered by insurance proceeds payable under any policy required to be maintained under this Lease. Landlord and Tenant each agrees to furnish to each insurance company which has or will issue such policies notice of the mutual waivers contained herein and to have the insurance policies properly endorsed, if necessary, waiving the insurer's right of subrogation to prevent the invalidation of said coverage by said waivers. This waiver shall not be effective to relieve any party failing to maintain the aforescribed insurance.

11.0 INDEMNIFICATION.

11.1. LIMITED LIABILITY.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever unless caused by or due to the negligence or willful misconduct of Landlord, its agents, contractors or employees. Landlord or its agents shall not be liable for interference with the light, air or for any latent defect in the Premises, except for those latent defects associated with the work to be performed by Landlord on the Premises as set forth on Exhibit B. Landlord shall not be liable for any such damage caused by other tenants of the Building Complex or persons in or about the Premises or the Building Complex, occupants of adjacent property or the public or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

11.2. INDEMNIFICATION OF LANDLORD.

Tenant hereby indemnifies and agrees to hold Landlord harmless against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises and agrees to further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any act or negligence of Tenant or any officer, agent, employee, guest or invitee of Tenant on or about the Building Complex and from all costs, reasonable attorneys' fees, whether at trial or on appeal, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's negligence or willful misconduct and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

11.3. INDEMNIFICATION OF TENANT.

To the extent not covered by insurance, Landlord hereby indemnifies and agrees to hold Tenant harmless against and from any and all claims for any loss or damage to Tenant arising from the negligence, willful misconduct or omission by Landlord or its agents, contractors or employees (provided such loss or damage is not caused by Tenant, its agents, contractors or employees), including all costs and reasonable attorneys' fees, whether at trial or on appeal, incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Tenant by reason of such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense.

12.0 DAMAGE OR DESTRUCTION.

If the Premises or the building of which the same are a part are damaged by fire or other insured casualty and the insurance proceeds have been made available therefor by the holder(s) of any mortgages covering the Premises, the damage shall be repaired by and at the expense of Landlord to the extent of such available insurance proceeds, provided such repairs can, in Landlord's sole, reasonable opinion, be made within sixty (60) days after the occurrence of the casualty without the payment of overtime or other premiums. Until such repairs are completed, Base Rent shall be abated in proportion to that part of the Premises which is unusable by Tenant in the conduct of its business, as mutually determined by Landlord and Tenant, except that there shall be no abatement of Rent if any portion of the Premises are unusable for a period equal to one (1) day or less. If: (i) the Premises are damaged as the result of any cause other than a fire or other casualty included in the insurance coverage Landlord is required to maintain pursuant to Section 10.2 hereof; (ii) the insurance coverage Landlord is required to maintain pursuant to Section 10.2 hereof was maintained, but the insurance proceeds have not been made available; or (iii) in Landlord's sole, reasonable opinion, the damage cannot be repaired within one hundred-eighty (180) days;

then, in any of such events, Landlord shall have the option to: (1) repair or restore such damage, in which case this Lease shall continue in full force and effect but Base Rent will be proportionately reduced as hereinabove provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and Base Rent, reduced by a proportionate reduction as hereinabove provided, shall be paid to the date of said termination.

Notwithstanding anything to the contrary contained in this Section, Landlord shall not have any obligation to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twelve (12) months of the Lease Term or any extension thereof.

Except as provided in this Section, there shall be no abatement of Rent and no liability of Landlord by reason of injury to or interference with Tenant's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the building or the Premises or to fixtures, appurtenances and equipment therein. Tenant understands and agrees that Landlord shall have no obligation to carry insurance of any kind on Tenant's furniture and furnishings or on any fixtures or equipment removable by Tenant under the provisions of this Lease and that Landlord shall not be obligated to make any repairs thereto or to replace the same.

13.0 CONDEMNATION.

If the whole of the Premises or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain or otherwise transferred in lieu thereof, this Lease shall automatically terminate as of the date of the taking or the date of transfer in lieu of condemnation, whichever is later. No award for any total or partial taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such taking in condemnation, together with any or all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, Tenant shall be entitled to file and claim, prove and receive from any condemnation proceeding an award to reflect the relative loss suffered as a result of the taking of its trade fixtures, furniture and/or leasehold improvements, as well as any special damages, such as Tenant's moving expenses; provided: (i) Tenant waives any claim for the leasehold value of the Premises; and (ii) any award to Tenant does not alter or diminish the award of Landlord or Landlord's lender.

14.0 ASSIGNMENT AND SUBLETTING.

Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant hereby agrees that Landlord's withholding of its consent shall be reasonable unless all of the following requirements have been satisfied:

- (a). Landlord shall be provided with at least thirty (30) days written notice prior to any proposed assignment or subletting;
- (b). The proposed assignment or subletting shall be for the entire Premises and not a portion thereof;
- (c). Tenant shall remain primarily liable under this Lease and shall guarantee the Lease if Landlord so requests;
- (d). Any proposed assignee or sublessee shall assume, in a written instrument acceptable to Landlord, all of the obligations of Tenant hereunder;
- (e). The proposed assignee's or sublessee's use of the Premises shall be, without limitation, in strict compliance with Section 1.8 hereof;
- (f). The net worth of the proposed assignee or sublessee shall be such that Landlord can be reasonably satisfied that the proposed assignee or sublessee shall be able to meet the monetary obligations contained herein; and
- (g). The nature and operation of the Premises by the proposed assignee or sublessee shall not conflict with or detract from the reputation, the operation and maintenance of the Building Complex and Landlord's investment therein.

Any sale, assignment, mortgage, transfer or subletting of this Lease or the Premises or any parts hereof or thereof contrary to the provisions of this Section shall be void, unless approved in writing by Landlord, and shall, at the option of Landlord, constitute a default under this Lease. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent of Landlord to any further assignment or subletting of the Premises, nor shall the acceptance of Rent by Landlord from any assignee or sublessee be deemed a waiver of the obligation to obtain Landlord's consent to an assignment or subletting.

15.0 ESTOPPEL CERTIFICATE, ATTORNMEN AND SUBORDINATION.

15.1. ESTOPPEL CERTIFICATE.

Within ten (10) days after request thereof by Landlord, or in the event that upon any contemplated sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord an Estoppel Certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same

is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto or stating those claimed by Tenant and the dates to which Base Rent and other charges have been paid, and such other matters as may be required by such mortgagee or purchaser of the Building Complex. The form of such Estoppel Certificate shall be in form and content substantially the same as set forth in **Exhibit C** hereto, or such other form as may be required by such purchaser or mortgagee of the Building Complex.

15.2. ATTORNNMENT.

Tenant shall, in the event any proceedings are brought for the foreclosure of the Building Complex or the Premises or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Building Complex or the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

15.3. SUBORDINATION.

Tenant agrees that this Lease shall at all times be subject and subordinate to the lien of any mortgage (including any amendment or modification thereof), which at any time may be placed on the Premises by Landlord. If requested in writing by the holder or prospective holder thereof, Tenant agrees, upon demand, without cost to execute and deliver an instrument in substantially the form attached hereto as **Exhibit D**, or such other form as may be reasonably required by the mortgagee or a proposed mortgagee, to effectuate such subordination, which instrument shall include, among and with any other provisions required by the mortgagee, an agreement on the part of Tenant to attorn to any and all successors, resulting from any foreclosure of any such mortgage or conveyance in lieu of the foreclosure and shall also provide that Tenant shall be entitled to continue possession of the Premises under this Lease so long as Tenant complies with all terms, conditions and provisions of this Lease.

16.0 DEFAULT.

16.1. EVENTS OF DEFAULT BY TENANT.

This Lease is made upon the condition that Tenant shall punctually and faithfully perform all covenants and agreements as herein set forth. The happening of any one or more of the following listed events of default shall constitute a breach of this Lease by Tenant:

(a). The failure of Tenant to pay any part, portion or component of any Rent payable by Tenant on the date the same shall become due and such Rent shall remain unpaid for more than ten (10) days after written notice thereof by Landlord to Tenant;

(b). The taking of the leasehold on execution or other process of law in any action against Tenant;

(c). The failure of Tenant to take possession of the Premises for business within thirty (30) days of the Commencement Date, or the abandonment of the Premises, or the cessation of Tenant's business within the Premises if coupled with the non-payment of Rent;

(d). The filing by Tenant of any petition or answer in bankruptcy or in any other legal proceeding seeking any reorganization, liquidation, arrangement, readjustment or similar relief for itself under any present or future federal, state or other statute and the failure of Tenant to secure a dismissal thereof within ninety (90) days;

(e). The removal by Tenant of any leasehold improvements from the Premises without replacement thereof;

(f). The failure of Tenant to secure the insurance coverages and provide evidence thereof to Landlord as required by the provisions of this Lease in accordance with the time periods set forth herein;

(g). The failure of Tenant, within forty-eight (48) hours after receipt of written notice from Landlord, to comply with the parking requirements established by Landlord, as set forth in any Rules and Regulations established by Landlord in accordance with Section 22.1 below; or

(h). The failure of Tenant, within thirty (30) days after receipt of written notice from Landlord, to comply with any of the other provisions of this Lease (that is, other than those discussed in Subsections (a) through (g) hereinabove), or any other agreement between Landlord and Tenant, including all Exhibits incorporated herein by reference, all of which terms, provisions and covenants shall be deemed material; provided, however, that if any such default shall be a default that cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, and if the cure of such default shall be promptly commenced and prosecuted with diligence, the period within which such default may be cured shall be extended for an additional period of time, not to exceed an additional thirty (30) days, as may be reasonably necessary to cure such default as long as Tenant prosecutes such cure with diligence and continuity and provided Landlord receives periodic reports with respect thereto.

16.2. LANDLORD'S REMEDIES FOR TENANT DEFAULT.

(a). Upon the occurrence of any event or events of default by Tenant, whether enumerated in this Section or not, Landlord shall have the option, at Landlord's election, to pursue any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted Landlord by law or by this Lease:

(i). Landlord may cancel and terminate this Lease and dispossess Tenant;

(ii). Landlord may without terminating this Lease declare all amounts and Rent due under this Lease for the remainder of the Lease Term to be immediately due and payable; and thereupon all Rent and other charges due hereunder to the end of the Lease Term shall be accelerated;

(iii). Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable for any damages, for all reasonable expenses incurred in any such reletting (including broker fees, attorney fees, tenant improvements and alterations made or paid by Landlord) and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease; and/or

(iv). Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant shall reimburse Landlord within ten (10) days after written demand thereof for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease); provided, however, Landlord shall not operate Tenant's business.

(b). Should Landlord, as a result of any Tenant default, elect to terminate this Lease, Landlord shall be entitled to collect from Tenant as damages: (i) the worth at the time of award of the unpaid Rent and other charges which may be due and unpaid by Tenant at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent and other charges which would have come due after termination until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent and other charges for the balance of the Lease Term after the time of award exceeds the amount of rental loss which Tenant proves could have been reasonably avoided; and (iv) all other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform or which are likely to result therefrom including, but not limited to, reasonable attorney's fees to negotiate a lease with the replacement tenant, costs of repossession, costs of removing persons or property from the Premises, costs of repairs to the Premises, costs of reasonable alterations to the Premises to make the space tenantable to prospective replacement tenants, costs of re-leasing the space, brokerage fees, etc. All computations of the worth at the time of award of amounts recoverable by Landlord as stipulated herein shall be computed by allowing interest at the Default Rate.

(c). If Landlord shall elect, as previously provided, to reenter the Premises, it is agreed that Landlord shall not be liable for damages by reason of such entry.

16.3. RIGHTS CUMULATIVE.

All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative and the exercise of one or more rights, remedies or options shall not be taken to exclude or waive the right to the exercise of any other. All such rights, remedies and options may be exercised and enforced concurrently and whenever and as often as deemed desirable. Landlord shall have the right to pursue any one or all of such remedies which may be provided herein or by law or in equity. For the purpose of any suit by Landlord brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease. It is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

16.4. LANDLORD'S DEFAULT.

If Landlord fails to comply with any term, provision or covenant of this Lease, and such failure continues for thirty (30) days following Landlord's receipt of notice from Tenant (or if Landlord cannot comply within thirty (30) days, within such additional time frame needed to cure, provided Landlord is diligently pursuing the cure of the same). Tenant may elect to cure Landlord's default, in which event, Tenant may deduct any reasonable costs associated with curing Landlord's default against future installments of Base Rent and Additional Rent.

17.0 ACCESS BY LANDLORD.

Landlord and its agents shall have the right to enter the Premises whenever reasonably necessary, in the case of an emergency, and/or at all reasonable times during Tenant's normal business hours for the purpose of examining or inspecting the same, showing the same to prospective purchasers or lessees of the Building Complex and making such alterations, repairs, improvements or additions to the Premises or the Building Complex of which they are a part as Landlord may deem necessary or desirable.

18.0 EXCULPATION OF LANDLORD/SALE BY LANDLORD.

18.1. NO LIABILITY OF LANDLORD.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon

against the right, title and interest of Landlord in the Building Complex as the same may then be encumbered and neither Landlord, nor any of the members or owners comprising Landlord shall be liable for any deficiency. It is understood that in no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Building Complex parcel as hereinbefore expressly provided, and no owner or member of Landlord shall have any liability hereunder.

18.2. SALE BY LANDLORD.

In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or the portion of the Building Complex parcel which includes the Premises, other than a transfer for security purposes only, Landlord shall be released from all subsequent liability and obligations hereunder; provided, however, that any funds in the hands of Landlord at the time of such transfer, in which Tenant has an interest, shall be turned over to the transferee and any amounts then due and payable to Tenant by Landlord under any provisions of this Lease shall be paid to Tenant, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during their respective successive periods of ownership.

19.0 SURRENDER OF THE PREMISES/HOLDING OVER.

19.1. SURRENDER OF THE PREMISES.

At the expiration or termination of this Lease, Tenant shall remove all signage and any Non-Approved Alterations installed in the Premises during the Lease Term pursuant to the terms of Section 7.1 hereof from the Premises and surrender the Premises to Landlord broom clean and in good condition and repair, reasonable wear and tear excepted, and in the event Tenant fails to do so, Landlord may make such repairs and/or remove such signage and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within thirty (30) days after Tenant's receipt of written demand thereof by Landlord. Any liability of Tenant hereunder shall survive termination of this Lease, whether by expiration of the Lease Term, eviction or otherwise.

19.2. HOLDING OVER.

Should Tenant continue in occupancy of the Premises after the termination or expiration of this Lease, Tenant shall become a tenant from month to month only upon each and all of the terms herein provided as may be applicable to such month to month tenancy, but at a rental rate of 125% of the then effective Base Rent hereunder, and any such holding over shall not constitute a renewal or extension of this Lease. In the event Landlord gives Tenant a thirty (30) day notice to vacate the Premises prior to the expiration of the Lease Term and Tenant continues to hold over after the expiration of said thirty (30) day notice, Tenant shall be liable to Landlord for all damages caused to Landlord by Tenant's failure to vacate, including, but not limited to, loss of rental income and all consequential damages.

20.0 NOTICES.

Any and all notices, elections or demands permitted or required to be made under this Lease shall be in writing, and shall be delivered personally, or sent by overnight courier service by a company regularly engaged in the business of delivering business packages, or sent by registered or certified mail, return receipt requested, to the other party at the respective address set forth in Sections 1.1.1 and 1.2.1 hereof, or at such other address as may be specified in writing from time to time by either party to the other. The date of personal delivery or, if sent by mail or overnight courier, then the date of delivery or first refusal thereof as evidenced by the carrier's or courier's receipt, shall be the effective date of such notice, election or demand. Notwithstanding the foregoing, after Tenant takes possession of the Premises, any notice by Landlord to Tenant shall be deemed valid if sent to the address set forth in Section 1.2.1 hereof or to the Premises. A copy of all notices required or permitted to be given to Landlord or Tenant shall be concurrently transmitted to such party or parties at such address as such party may from time to time hereafter designate by notice to the other party.

21.0 INABILITY TO PERFORM.

This Lease and the obligations of each party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so unless such inability or delay is caused by reason of strike or other labor troubles, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, energy shortages, acts of God or by any other causes beyond the reasonable control of such party; provided, however, the foregoing provision shall not excuse Tenant's failure to pay Rent.

22.0 GENERAL COVENANTS OF TENANT.

22.1. RULES AND REGULATIONS.

Landlord reserves the right to make reasonable rules and regulations ("Rules and Regulations") with respect to the Building Complex, including, but not limited to, the parking area, grounds and the building of which the Premises are a part. Tenant hereby agrees to comply with such Rules and Regulations.

22.2. COMPLIANCE WITH LAW.

Tenant agrees to comply with all laws, ordinances, orders, regulations and requirements of all county, municipal, state, federal and other governmental authorities affecting the construction, use and occupancy of the Premises and the cleanliness, safety or operation thereof. Tenant agrees to be the responsible entity for instituting a plan of

compliance to ensure that the Premises are in compliance with the Americans with Disabilities Act of 1990 (the "ADA") and Tenant shall make, at its sole cost, any and all alterations which may be required to bring the Premises into compliance with the ADA. Notwithstanding the foregoing, Landlord shall be responsible for ensuring that the Premises are in compliance with the ADA as of the Commencement Date. Tenant agrees, at its sole expense, to comply with all recommendations, regulations and requirements of any public or private agency having authority over insurance rates with respect to the construction, use or occupancy of the Premises by Tenant, including, without limitation, installation and maintenance of any fire extinguishing apparatus required by local regulations or the requirements of insurance underwriters.

23.0 ATTORNEYS' FEES.

In the event either Landlord or Tenant brings an action at law or equity against the other in order to enforce any provision of this Lease or as the result of an alleged default under this Lease, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys' fees and court costs including such fees, costs and expenses as such prevailing party may incur on any appeal from such action or proceeding.

24.0 MUTUAL WAIVER OF JURY TRIAL.

Landlord and Tenant each hereby waive any right to a trial by jury on any claim, counterclaim, setoff, demand, action or cause of action brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way pertaining or relating to: (i) this Lease; (ii) the relationship of Landlord and Tenant; (iii) the use and occupancy of the Premises; or (iv) in any way connected with or pertaining or relating to or incidental to any dealings of the parties hereto with respect to this Lease, or any other matter or controversy whatsoever between the parties; in all of the foregoing cases whether now existing or hereafter arising. Landlord and Tenant agree that either or both of them may file a copy of this provision with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive trial by jury, and that any dispute or controversy whatsoever between them shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury. Tenant hereby certifies that no representative or agent of Landlord, including Landlord's counsel, has represented, expressly or otherwise, that Landlord would not seek to enforce the provisions of this waiver in the event of such dispute or controversy. Tenant acknowledges that Landlord has, in part, been induced to enter into this Lease and let the Premises to Tenant in reliance on the provisions of this waiver.

25.0 WAIVER.

No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Landlord's consent or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent or approval of any act by Tenant requiring Landlord's consent or approval of any subsequent act of Tenant, whether or not similar to the act consented to or approved. No act or thing done by Landlord or by Landlord's agents during the Lease Term shall be deemed an acceptance of or surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the expiration or termination of this Lease and the delivery of the keys to any such employee shall not operate as a termination of this Lease or surrender of the Premises.

26.0 BROKERS.

Other than as specifically set forth in Section 1.11 hereof, Landlord and Tenant each represent and warrant to the other that there was no broker or real estate agent involved in the negotiation and execution of this Lease and that no claims exist for any broker, agent, Realtor, attorney or finder's fee in connection with making or executing this Lease. Landlord and Tenant each agree to indemnify and hold the other harmless against any liability that may arise from any such claim, including reasonable attorneys' fees, brought as a result of the action of the indemnifying party.

27.0 AUTHORITY.

Landlord and Tenant each hereby represent that the person signing on behalf of such party has the full right and authority to enter into this Lease and by doing so does not violate any existing agreement or indenture to which it is a party or by which it is bound or affected.

28.0 HAZARDOUS SUBSTANCES.

28.1. DEFINITION OF HAZARDOUS SUBSTANCES.

The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

28.2. RESTRICTIONS ON TENANT.

Tenant shall not cause or permit to occur: (i) any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions ("Laws") on, under or about the Premises or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances without Landlord's prior written consent, which consent may be withdrawn, conditioned or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws, as such Laws may be enacted or amended from time to time.

28.3. ENVIRONMENTAL CLEAN UP.

Tenant shall, at Tenant's own expense: (i) comply with all Laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances; (ii) make all submissions to, provide all information required by and comply with all requirements of all governmental authorities (the "Authorities") under the Laws; (iii) prepare and submit the required plans and all related bonds and other financial assurances should the Authorities or any third party demand that a clean up plan be prepared and a clean up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Lease Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises and Tenant shall carry out all such clean up plans; and (iv) promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Landlord.

If Tenant fails to fulfill any duty imposed under this Section 28.3 within thirty (30) days following its request, Landlord may proceed with such efforts and, in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section 28.3. Tenant's obligations and liabilities under this Section 28.3 shall survive the expiration or other termination of this Lease.

28.4. TENANT'S INDEMNITY.

Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, members, agents and employees, from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith, including reasonable attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Lease Term at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises or from Tenant's failure to provide all information, make all submissions or take all steps required by all Authorities under the Laws and all other environmental laws. Tenant's obligations and liabilities under this Section 28.4 shall survive the expiration or other termination of this Lease.

LANDLORD'S INDEMNITY.

Landlord hereby agrees to indemnify, defend and hold harmless Tenant, its successors and assigns, from and against any and all liability, claims, loss or expense including attorney's fees, whether now existing or hereafter arising in connection with any federal or state statute, law, ordinance, regulation or judgment related to the existence, disposal or release of Hazardous Substances on the Premises by Landlord, its agents, employees or contractors. This covenant shall survive termination of this Lease.

Landlord hereby warrants and represents that no Hazardous Substances, including asbestos, have been disposed of or placed on the property of which the Premises is a part except for minor spills incidental to normal operations. Landlord further warrants and represents that all underground tanks on said property (if any) were properly registered with the appropriate governmental agency and that such tanks are not leaking. This covenant shall survive termination of this Lease.

29.0 MISCELLANEOUS.

29.1. TIME OF ESSENCE.

Time is of the essence in this Lease.

29.2. SUCCESSORS AND ASSIGNS.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there

shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. Subject to the provisions of Section 14.0 hereof, no rights shall inure to the benefit of any assignee unless the same has been approved by Landlord in writing. Nevertheless, Landlord at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its heirs, executors, administrators, successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

29.3. PARTIAL INVALIDITY.

Any provision of this Lease which shall be held to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

29.4. HEADINGS: LANDLORD AND TENANT.

The Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one Tenant, the obligations herein imposed upon Tenant shall be joint and several.

29.5. AMENDMENTS MUST BE IN WRITING.

No provision of this Lease may be amended except by an agreement in writing signed by the parties or their respective successors in interest.

29.6. GOVERNING LAW.

This Lease is made and accepted by the parties in the state in which the Building Complex is located with reference to the laws of such state and shall be construed, interpreted and governed by and in accordance with the laws of such state. Tenant agrees that Landlord may institute any legal proceedings with respect to this Lease or the Premises in the district, circuit or superior court of the county in which the Building Complex is located, and submits itself to the jurisdiction of such court. If Tenant is a corporation chartered other than in the state in which the Building Complex is located, Tenant acknowledges and agrees that it is "doing business" in such state and appoints the Secretary of State of such state as its agent for service of process for all matters pertaining to this Lease or the Premises unless Tenant has qualified to do business in such state and has registered another person with such Secretary of State as its agent for service of process within such state.

29.7. NO RECORDING.

This Lease shall not be recorded in the public records without Landlord's prior written consent; provided, however, a Memorandum of Lease, acceptable to Landlord, may be executed and delivered by the parties hereto for the purpose of recording in the public records at the expense of the requesting party.

30.0 SECURITY DEPOSIT.

30.1. AMOUNT OF DEPOSIT.

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord, a Security Deposit in the sum provided in Section 1.10 hereof, receipt of which is hereby acknowledged by Landlord. Said Security Deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the Lease Term. If at any time during the Lease Term any Base Rent or Additional Rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply all or any portion of the Security Deposit to the payment of any such overdue Rent or other sum.

30.2. USE AND RETURN OF DEPOSIT.

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply the entire Security Deposit or so much thereof as may be necessary, to compensate Landlord for the loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and other sums herein due within the time the same is due and payable, the Security Deposit shall be returned to Tenant at the end of the Lease Term or upon such earlier termination of this Lease, less any portion thereof which may have been utilized by Landlord to cure any breach by Tenant or applied to any damages suffered by Landlord. Neither the Security Deposit nor the application thereof by Landlord, as hereinabove provided, shall be a bar or defense to any action in unlawful detainer or to any other action which Landlord may at any time commence for a breach of any of the covenants or conditions of this Lease.

30.3. TRANSFER OF DEPOSIT.

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Premises. In the event that such interest be sold or otherwise transferred and the purchaser or transferee assumes the obligations of Landlord, then thereupon, Landlord shall be discharged from any further liability with respect to the Security Deposit.

31.0 REPRESENTATIONS.

The parties acknowledge that Tenant may have general and specific requirements and needs relating to the operation of its business from the Premises, and Landlord and Tenant are entering into this Lease in reliance solely upon Tenant's expertise and ability to evaluate the suitability of the Premises and the Building Complex for the conduct of Tenant's business. Tenant hereby represents that it has entered into this Lease without reliance upon any obligation of Landlord to make, and Tenant agrees that Landlord shall not be obligated to make, any disclosures concerning the value, condition or suitability of the Premises. Tenant hereby represents to Landlord and Landlord hereby represents to Tenant that this Lease, with its Exhibits, sets forth the entire agreement between the parties. Each party further represents to the other that it has not been induced, persuaded or motivated by any promise or representation that is not contained in this Lease. Any prior conversations, understandings or oral agreements not herein reduced to writing, prior writings or any other item not contained herein are hereby merged herein and extinguished. Tenant represents to Landlord that it is entering into this Lease based solely on the writing contained herein and that Tenant has not relied and is not relying on any representation, whether written or oral, not contained in writing in this Lease. Tenant acknowledges that Landlord and its agents have made no representations or promises with respect to the Premises or the Building Complex except as herein expressly set forth. Tenant further represents that Tenant will not assert in any way any claim that Landlord, its agents or employees, in any way represented, misrepresented, promised, agreed or had any understanding regarding the lease of the Premises not contained herein. Tenant represents that it has completely read and fully understands all the provisions of this Lease or that Tenant was represented by competent counsel who read and/or explained all provisions to Tenant.

32.0 OFAC CERTIFICATION.

Tenant hereby represents, warrants and certifies that: (i) the transactions contemplated hereby are not "blocked" pursuant to any statute, regulation, including, but not limited to, any regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury and/or executive order, including, but not limited to, Executive Order 13224 dated September 24, 2001 (the "Order"); (ii) Tenant and any of its affiliates, and any of their respective partners, member, shareholders or other equity owners (collectively, "Tenant Affiliates") is not a "person" subject to the prohibitions set forth in the Order, as the term "person" is described and identified in the Order; and (iii) this Lease is not entered into for the purpose of evading or avoiding, or attempting to violate any of the prohibitions in the Order. Tenant, for itself and on behalf of its successors, heirs and assigns, hereby covenants and agrees to indemnify, defend and hold Landlord harmless from and against any and all loss, cost, expense, claim or damage (including, without limitation, reasonable attorneys' fees) suffered, claimed or incurred by Landlord in the event the certification herein is false, and to promptly notify Landlord if Tenant or any Tenant Affiliate receives notice that Tenant or Tenant Affiliate is or has been designated a "Specially Designated National" or "Blocked Person" on any list maintained by the OFAC, or any successor office or agency. If during the Lease Term, Tenant or Tenant Affiliate is or becomes a "Specially Designated National" or "Blocked Person" then such designation shall constitute an event of default, which shall entitle Landlord to exercise any and all rights and/or remedies available under this Lease or pursuant to applicable law.

33.0 [Intentionally Omitted]

34.0 HISTORIC TAX CREDITS.

Tenant acknowledges that in connection with Landlord's renovation and redevelopment of the Building, Landlord may attempt to secure historic rehabilitation tax credits allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" ("Historic Tax Credits" or "HTC") pursuant to Section 47 of the Internal Revenue Code of 1986, as amended (the "Code"). Tenant shall cooperate with Landlord in connection with Landlord's securing and maintaining said HTC, and in no event shall Tenant make any alterations or improvements to the Premises or Building, or assign this Lease or sublease the Premises to any person or entity, or do any other act or thing, that would give rise to a Recapture Event or otherwise cause a recapture or disallowance of any HTC, and all improvements and alterations by Tenant shall be completed in a good and workmanlike manner with new first class materials and equipment in conformity with all applicable laws, including the Code. "Recapture Event" means any event that results in the recapture or disallowance of HTC under the Code or any applicable state law. Tenant shall not enter into any sublease of any portion of the Premises whose occupancy thereof would, singularly, or in the aggregate with other tenants or subtenants of the Premises, cause the Premises to be deemed to be "tax-exempt use property" under Sections 47(c)(2)(B)(v) or 168(h) of the Code (or any corresponding or related provision of the Code). In connection with the HTC process, Landlord may also assign its rights under this Lease to a "master tenant entity" to take advantage of a HTC pass through structure, and Tenant consents to any such assignment. Landlord may also seek to have the Building established as NMTC "qualified active low income community business" ("QALICB"), and Tenant shall cooperate with Landlord in connection with same. In no event shall Tenant use the Premises as residential rental property (as defined in Section 168(e)(2)(A) of the Code), massage parlor,

hot tub facility, suntan facility, gambling facility, or any other use the principal business of which is the sale of alcoholic beverages for consumption off premises.

35.0 EXHIBITS.

Exhibits A, A-1, A-2, B, B-1, C, D, and E are attached hereto and made a part hereof, as follows:

A	Site Plan of Premises
A-1	Legal Description of Building Complex
A-2	Site Plan of Building Complex
B	Landlord's Work
B-1	Premises Layout
C	Tenant Estoppel
D	SNDA

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

As to Landlord

Julia Beall
Witness

Witness

LANDLORD:

Grebe, LLC,
an Alabama limited liability company

BY: [Signature]

Its: MEMBER

Date Executed: 5/5/17

As to Tenant

[Signature]
Witness

Witness

TENANT:

TekLinks, Inc., a Delaware corporation

BY: [Signature]

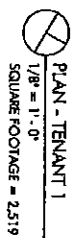
Its: Terry Miller, Vice President

Date Executed: 5/5/17

EXHIBIT A

SITE PLAN 2nd FLOOR AND LOCATION OF THE PREMISES

To be attached.



DATE: 9/25/91, 2:1 PM: JCM

SHEET 1	Tenant Floor Plans DESCRIPTION 12.12.2016 ISSUE DATE	Revisions/Discs Rev No _____ Date _____	NOT FOR CONSTRUCTION	BUICK BUILDING - 2ND FLOOR 455 St Louis Street, Mobile, AL 36602 GA PROJECT # 1835	 Gastina Aycock Architecture Studio, Inc. 2626 5th Ave N, 8th Fl, G, Bessemer, AL P: 205.803.8060 GASTUDIO.COM

EXHIBIT A-1

LEGAL DESCRIPTION OF BUILDING COMPLEX

To be attached.

EXHIBIT A-1

LEGAL DESCRIPTION OF BUILDING COMPLEX

COMMENCING AT A POINT ON THE WEST SIDE OF HAMILTON STREET 55 FEET FROM THE NORTHWEST CORNER OF HAMILTON AND ST. MICHAEL STREETS, WHICH IS THE POINT WHERE THE NORTHERN BOUNDARY LINE OF THE PROPERTY CONVEYED TO THE REJO REALTY COMPANY BY DEED DATED JUNE 29, 1946, RECORDED IN DEED BOOK 404, PAGE 82 INTERSECTS THE WESTERN LINE OF HAMILTON STREET FROM THIS POINT OF BEGINNING, RUN NORTH ALONG THE WEST SIDE OF HAMILTON STREET TO ST. LOUIS STREET; THENCE RUN WESTWARDLY ALONG THE SOUTH SIDE OF ST. LOUIS STREET TO THE SOUTHWEST CORNER OF ST. LOUIS AND LAWRENCE STREETS; THENCE SOUTHWARDLY ALONG THE EAST SIDE OF LAWRENCE STREET, TO A POINT 67 FEET NORTHWARDLY FROM THE NORTHEAST CORNER OF LAWRENCE AND ST. MICHAEL STREETS; THENCE EASTWARDLY AND PARALLEL WITH ST. MICHAEL STREET A DISTANCE OF 29.3 FEET; THENCE SOUTHWARDLY TO A POINT ON THE NORTH SIDE OF ST. MICHAEL STREET, WHICH IS 29.3 FEET DISTANCE FROM THE CORNER OF ST. MICHAEL AND LAWRENCE STREETS; THENCE EASTWARDLY ALONG THE NORTH LINE OF ST. MICHAEL STREET 81.9 FEET TO THE WESTERN PROPERTY LINE OF THE PROPERTY CONVEYED TO REJO REALTY COMPANY BY DEED HEREINAFORE MENTIONED THENCE NORTHWARDLY ALONG THE WESTERN BOUNDARY LINE OF THE SAID REJO REALTY COMPANY PROPERTY 55 FEET; THENCE EASTWARDLY ALONG THE NORTHERN BOUNDARY LINE OF SAID REJO REALTY COMPANY PROPERTY TO THE POINT OF BEGINNING.

EXHIBIT A-2

SITE PLAN OF BUILDING COMPLEX

To be attached.

CONTEXT

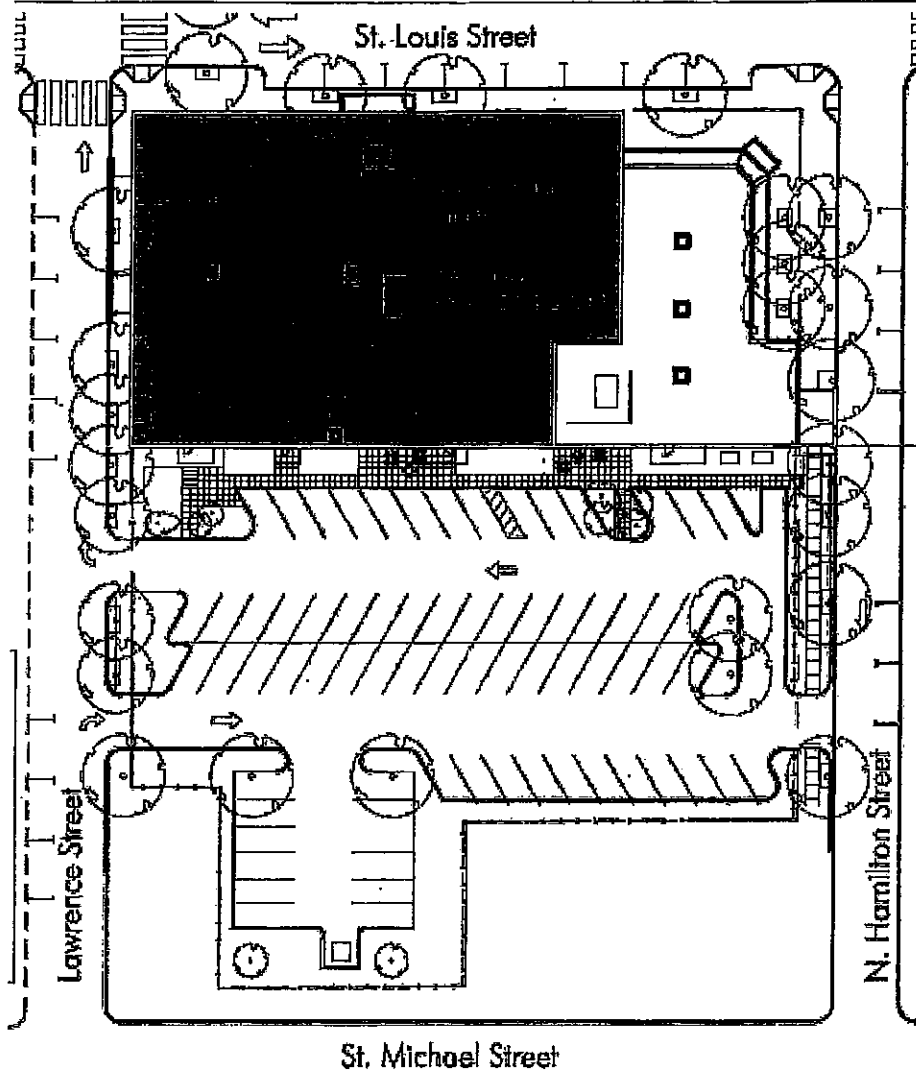


EXHIBIT B
LANDLORD'S WORK
RELATING TO THE PREMISES

Exhibit B is intended to describe the obligations of Landlord and Tenant with respect to the design and construction of the Premises.

Tenant agrees to accept the Premises in an "as is" condition, except for such work to be performed by Landlord as Landlord's Work as set forth hereinbelow. The parties acknowledge that Tenant may have general and specific requirements and needs relating to the operation of its business from the Premises, and Landlord and Tenant are entering into this Lease in reliance solely upon Tenant's expertise and ability to evaluate the suitability of the Premises and the Building Complex for the conduct of Tenant's business. Tenant has entered into this Lease without reliance upon any obligation of Landlord to make, and Tenant agrees that Landlord shall not be obligated to make any disclosures concerning the value, condition or suitability of the Premises.

Premises

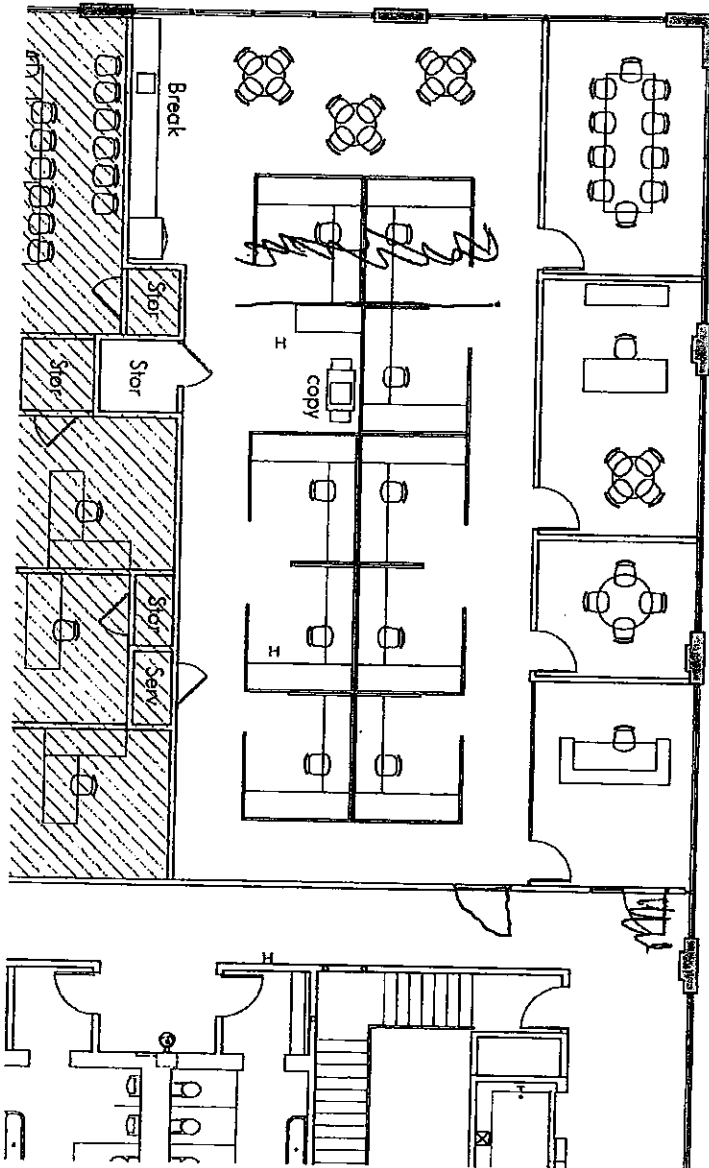
Landlord shall perform or caused to be performed construction to the Building and Premises substantially in accordance with the floor plan attached hereto as Exhibit B-1 (the "Layout"). Landlord shall cause an architect or engineer to prepare initial plans ("Initial Plans") for Landlord's Work in accordance with Exhibit B-1 and submit same to Tenant for review and comments. Landlord and Tenant shall then promptly work together to finalize such Initial Plans (such final plans/specifications being referred to herein as the "Final Plans"). Final fit, finish and color selections for the Premises interior shall be made by Tenant, provided same does not exceed the budget established by Landlord as part of the Final Plans, and any overage shall be paid by Tenant. Landlord shall then perform Landlord's Work at Landlord's cost in accordance with the Final Plans. In addition, if Tenant desires that changes be made to the Initial Plans that differ from the Layout and specifications on Exhibit B-1, and such changes cause or result in an increase in the cost of Landlord's Work, Tenant shall pay the cost of such increase by (i) increasing the Monthly Base Rent by an equitable amount, or (ii) paying such costs increase on the Delivery Date. Tenant shall also be responsible for the cost of any change orders requested by Tenant after agreement upon the Final Plans. Landlord covenants and agrees as follows:

1. Electrical, plumbing and heating, cooling and ventilation systems for the Premises shall be in good working order as of the Delivery Date.
2. Landlord will file for and obtain all necessary permits and Certificates of Occupancy for the work performed by it.
3. Landlord shall perform all of its work so as to comply with all governing statutes, ordinances, regulations, and building codes.

EXHIBIT B-1

PREMISES LAYOUT

To be attached.



PLAN - TENANT 1
 1/8" = 1'-0"
 SQUARE FOOTAGE = 2,519

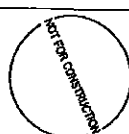
PLAN - TENANT 1

NOT TO SCALE

1

Tenant Floor Plans
 DESCRIPTION
 12.12.2016
 ISSUE DATE

Revisions/Seals
 Rev No Date



BUICK BUILDING - 2ND FLOOR
 455 St Louis Street, Mobile, AL 36602
 GA PROJECT # 1835

Glatina Aycock Architecture Studio, Inc.
 2825 5th Ave N, Bldg. C, Bessemer, AL
 P: 205.933.9060 GASTUDIO.COM

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 455 St. Louis Street Mobile, AL 36602
City Council District and Zoning: District 2, Levon Manzie
Sale or Lease: Building Lease

II. Acquisitions by City:

- How Leasehold interest for the expansion of Cyber Security Office .
- When Rental commencement March 1, 2020.
- Special Circumstances (if applicable) _____

Currently occupies suite 2300 and expanding into
contiguous space suite 2200.

III. Why Sale/Lease recommended: More space needed and funded through grant
named GSLETTA / Gulf States Law Enforcement Technical Training and Assistance.

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

- I. Property Address: 455 St. Louis Street Mobile, AL 36602
City Council District and Zoning: District 2/Levon Manzie.
Sale or Lease: Building Lease
Buyer or Lessee: Lessor is Grebe, LLC
- II. Date of City Council Resolution Assenting to Sale or Lease: _____
- III. Advertisements:
- Dates: _____
 - Methods: City Website For Sale sign posted
 Listed with brokers Other (explain)
- III. Lease (if applicable)
- Term March 1, 2020 – August 31, 2022
 - Rent \$4,291.76 base rent per month
 - Options to renew Sept 1, 2022 – August 31, 2027
- IV. Method of Sale:
- Sale by Realtor Request for Proposals
 Request for Bids Negotiation
 Exchange (explain, including Party, Property) _____
 Adjacent Property Owner / Sidelot
 Sale for Less than Fair Market Value: Public Purpose (see V below)
 Other (explain) _____

- IV. Fair Market Value: _____
How Determined: MAI Appraisal; Date of Appraisal _____
- Appraisal ordered by: CITY or ☐ PURCHASER
 Tax Assessor; _____
 Broker's Letter of Value
 Other; _____
- V. Sale/Lease for Public Purpose identified: N/A
 Non-profit (name & purpose) _____

 Public Entity (name & purpose) _____

- VI. Notice given to adjacent property owners: Yes No
If yes, date of notice: _____
- VII. Competing offers: Yes; (Explain) _____



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/9/2020 - 9:57
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel Daves

Purpose and Scope of Project:

Recommendation to offer for sale City-owned property, 1350 Montlimar Dr., Mobile, AL 36602, (vacant land corner of Montlimar Dr. and Pleasant Valley with two (2) parcels totaling 9.96 acres). Please see location map, attached.

Amount of Contract:

NA

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/5/2020
Location Map	Exhibit	2/5/2020
Routing Form	Exhibit	2/5/2020

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Melton, Michelle	Approved	2/5/2020 - 4:20 PM
Legal Kern, Chris	Approved	2/6/2020 - 9:52 AM
Mayors Office Wesch, Paul	Approved	2/6/2020 - 10:27 AM

2020

RESOLUTION

Sponsored by William S. Stimpson, Mayor and Joel Daves, Councilmember

WHEREAS, the City of Mobile owns 1350 Montlimar Dr., Mobile, AL 36602 (the subject property), vacant land at the corner of Montlimar Dr. and Pleasant Valley with two (2) parcels totaling 9.96 acres; and

WHEREAS, the City is not utilizing the property and the current zoning for the property. Lot 1 is business (B-3) and Lot 2 is residential (R-1); and

WHEREAS, the City would benefit from a sale of the property under favorable terms and conditions;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the subject property for sale. In the event that the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Adopted:

City Clerk

PLEASANT VALLEY ROAD

ZONED B-3

LOT 1

APPROX. 2.97 ACRES

0.244 ACRES FROM STATE

0.028 ACRES FROM STATE

ZONED R-1

LOT 2

APPROX. 7.14 ACRES

MONTIMAR DRIVE

COTTAGE HILL ROAD

Topographic features include contour lines with elevations such as 100', 120', 140', 160', 180', 200', 220', 240', 260', 280', 300', 320', 340', 360', 380', 400', 420', 440', 460', 480', 500', 520', 540', 560', 580', 600', 620', 640', 660', 680', 700', 720', 740', 760', 780', 800', 820', 840', 860', 880', 900', 920', 940', 960', 980', 1000', 1020', 1040', 1060', 1080', 1100', 1120', 1140', 1160', 1180', 1200', 1220', 1240', 1260', 1280', 1300', 1320', 1340', 1360', 1380', 1400', 1420', 1440', 1460', 1480', 1500', 1520', 1540', 1560', 1580', 1600', 1620', 1640', 1660', 1680', 1700', 1720', 1740', 1760', 1780', 1800', 1820', 1840', 1860', 1880', 1900', 1920', 1940', 1960', 1980', 2000', 2020', 2040', 2060', 2080', 2100', 2120', 2140', 2160', 2180', 2200', 2220', 2240', 2260', 2280', 2300', 2320', 2340', 2360', 2380', 2400', 2420', 2440', 2460', 2480', 2500', 2520', 2540', 2560', 2580', 2600', 2620', 2640', 2660', 2680', 2700', 2720', 2740', 2760', 2780', 2800', 2820', 2840', 2860', 2880', 2900', 2920', 2940', 2960', 2980', 3000', 3020', 3040', 3060', 3080', 3100', 3120', 3140', 3160', 3180', 3200', 3220', 3240', 3260', 3280', 3300', 3320', 3340', 3360', 3380', 3400', 3420', 3440', 3460', 3480', 3500', 3520', 3540', 3560', 3580', 3600', 3620', 3640', 3660', 3680', 3700', 3720', 3740', 3760', 3780', 3800', 3820', 3840', 3860', 3880', 3900', 3920', 3940', 3960', 3980', 4000', 4020', 4040', 4060', 4080', 4100', 4120', 4140', 4160', 4180', 4200', 4220', 4240', 4260', 4280', 4300', 4320', 4340', 4360', 4380', 4400', 4420', 4440', 4460', 4480', 4500', 4520', 4540', 4560', 4580', 4600', 4620', 4640', 4660', 4680', 4700', 4720', 4740', 4760', 4780', 4800', 4820', 4840', 4860', 4880', 4900', 4920', 4940', 4960', 4980', 5000', 5020', 5040', 5060', 5080', 5100', 5120', 5140', 5160', 5180', 5200', 5220', 5240', 5260', 5280', 5300', 5320', 5340', 5360', 5380', 5400', 5420', 5440', 5460', 5480', 5500', 5520', 5540', 5560', 5580', 5600', 5620', 5640', 5660', 5680', 5700', 5720', 5740', 5760', 5780', 5800', 5820', 5840', 5860', 5880', 5900', 5920', 5940', 5960', 5980', 6000', 6020', 6040', 6060', 6080', 6100', 6120', 6140', 6160', 6180', 6200', 6220', 6240', 6260', 6280', 6300', 6320', 6340', 6360', 6380', 6400', 6420', 6440', 6460', 6480', 6500', 6520', 6540', 6560', 6580', 6600', 6620', 6640', 6660', 6680', 6700', 6720', 6740', 6760', 6780', 6800', 6820', 6840', 6860', 6880', 6900', 6920', 6940', 6960', 6980', 7000', 7020', 7040', 7060', 7080', 7100', 7120', 7140', 7160', 7180', 7200', 7220', 7240', 7260', 7280', 7300', 7320', 7340', 7360', 7380', 7400', 7420', 7440', 7460', 7480', 7500', 7520', 7540', 7560', 7580', 7600', 7620', 7640', 7660', 7680', 7700', 7720', 7740', 7760', 7780', 7800', 7820', 7840', 7860', 7880', 7900', 7920', 7940', 7960', 7980', 8000', 8020', 8040', 8060', 8080', 8100', 8120', 8140', 8160', 8180', 8200', 8220', 8240', 8260', 8280', 8300', 8320', 8340', 8360', 8380', 8400', 8420', 8440', 8460', 8480', 8500', 8520', 8540', 8560', 8580', 8600', 8620', 8640', 8660', 8680', 8700', 8720', 8740', 8760', 8780', 8800', 8820', 8840', 8860', 8880', 8900', 8920', 8940', 8960', 8980', 9000', 9020', 9040', 9060', 9080', 9100', 9120', 9140', 9160', 9180', 9200', 9220', 9240', 9260', 9280', 9300', 9320', 9340', 9360', 9380', 9400', 9420', 9440', 9460', 9480', 9500', 9520', 9540', 9560', 9580', 9600', 9620', 9640', 9660', 9680', 9700', 9720', 9740', 9760', 9780', 9800', 9820', 9840', 9860', 9880', 9900', 9920', 9940', 9960', 9980', 10000'.

0.028 ACRES
FROM STATE

LOT 1
APPROX. 2.97 ACRES

LOT 2

APPROX. 7.14 ACRES

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 1350 Montlimar Dr., Mobile, AL 36602 (vacant land corner of Montlimar Dr. and Pleasant Valley with two (2) parcels totaling 9.96 acres).

City Council District and Zoning: District 5, Joel Daves, Zoning Lot 1 B-3 and Lot 2 R-1

Sale or Lease: Vacant land sale

II. Acquisitions by City:

- How Originally purchased as one lot; West Montlimar Subdivision created September of 1993: Lot 1 (B-3 Zoning 2.97 ac), Lot 2 (R-1 zoning 7.14 ac). Six of the 9.96 (10+/-) acres are considered wetlands and four (4) are usable.
- When October 1, 1974.
- Special Circumstances (if applicable): N/A

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson, Mayor and Councilmember Fredrick D. Richardson, Jr.

Purpose and Scope of Project:

Recommendation to offer for sale City-owned property, 2318 St. Stephens Rd., Mobile, AL 36602 –AKA- Old Toulminville Library (the subject property), a vacant 17,741 ± square ft. masonry building, located on a 75,316± square ft. parcel. Please see location map, attached.

Amount of Contract:

NA

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/5/2020
Location Map	Exhibit	2/5/2020
Routing Form	Exhibit	2/5/2020

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Melton, Michelle	Approved	2/5/2020 - 4:21 PM
Legal	Kern, Chris	Approved	2/6/2020 - 9:54 AM
Mayors Office	Wesch, Paul	Approved	2/6/2020 - 10:27 AM

RESOLUTION

Sponsored by William S. Stimpson, Mayor and Frederick D. Richardson, Jr., Councilmember

WHEREAS, the City of Mobile owns 2318 St. Stephens Rd. –AKA- Old Toulminville Library (the subject property), a vacant 17,741 ± square ft. masonry building, located on a 75,316± square ft. parcel; and

WHEREAS, the City is not utilizing the property and the current zoning for the property is community business district (B-1); and

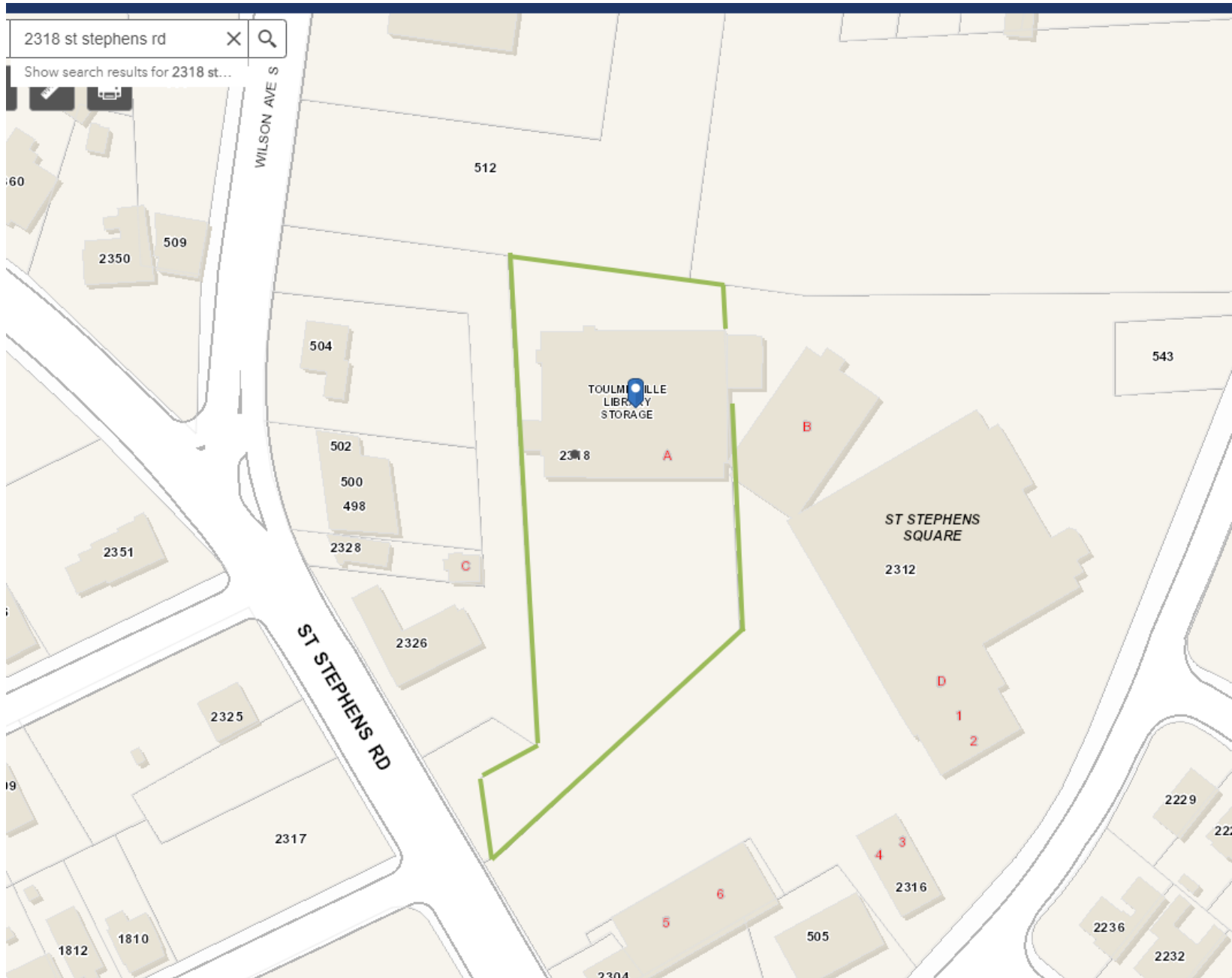
WHEREAS, the City would benefit from a sale of the property under favorable terms and conditions;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the subject property for sale. In the event that the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Adopted:

City Clerk



ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

- I. Property Address: 2318 St. Stephens Rd..
- City Council District and Zoning: District 1, Councilmember: Frederick D. Richardson, Jr.,
Zoning: Community Business (B-3).
- Sale or Lease: Sale of Building and Land.

II. Acquisitions by City:

- How Purchased for Toulminville Branch Library.
- When November 20, 1973
- Special Circumstances (if applicable): _____

- III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Settlement Agreement and Release of Claims arising out of the injury of Doris Baker, suffered on October 14, 2016, requiring the City to pay \$10,000.00 in return for a release of all of the Plaintiff's respective claims

Amount of Contract:

\$10,000.00

Effective Date of Contract:

2/11/2020

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Baker

Discretionary Funds n/a

Project String n/a

Contract Number:10049050-49160 - funding source

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Hill, Ashton	Approved	2/3/2020 - 2:46 PM
Budget	Sapp, Celia	Approved	2/4/2020 - 8:56 AM
Legal	Barfield, Becky	Approved	2/3/2020 - 3:46

Legal	Kern, Chris	Approved	PM 2/6/2020 - 9:50 AM
Legal	Kern, Chris	Approved	2/6/2020 - 9:50 AM
Mayors Office	Wesch, Paul	Approved	2/6/2020 - 10:27 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/11/2020 -
10:23 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/11/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/6/2020 - 10:16
AM