

ORDINANCE NO. 2020 - 5248

AN ORDINANCE DECLARING CERTAIN REAL PROPERTY NO LONGER NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE LEASE OF SAID PROPERTY BY THE CITY OF PELL CITY, ALABAMA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PELL CITY, ALABAMA, AS FOLLOWS:

1. It is hereby established and declared that the following described real property of the City of Pell City, Alabama, is no longer needed for public or municipal purposes, to-wit: An office suite located on the second floor in the Municipal Complex of the City of Pell City, 1000 Bruce Etheredge Parkway, Pell City, Alabama 35128, containing approximately 340 square feet.

2. The City of Pell City, Alabama, having received an offer from Team Hennessey, LLC to lease that real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Pell City, Alabama, to lease said real property to Team Hennessey, LLC under the following terms and conditions, to-wit:

- Approximately 340 square feet of office space located on the second floor of the Municipal Complex together with the right to use in common with Lessor, its employees, invitees, and customers, and Lessor's other tenants and their employees, invitees, and customers, the conference room and restroom facilities located on the second floor of the Municipal Complex for a term of one (1) year at the annual rental rate of \$5,400.00 or \$450.00 per month, commencing on the 1st day of January, 2020

3. Pursuant to the authority granted by § 11-47-21, Ala. Code 1975, the Mayor of the City of Pell City, Alabama, is hereby directed to execute the lease agreements, in form and substance as attached hereto as Exhibit A, in the name of the City of Pell City, Alabama, by and between the City and Team Hennessey, LLC.

4. Severability. If any part, section, or provision of this Ordinance shall hereafter be declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of any other section or provision of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

5. Repeal of Conflicting Ordinances. Any Ordinance, Resolution, or previous Council authorization in conflict with this Ordinance shall be and is hereby repealed on the effective date of this Ordinance.

6. Effective Date. This Ordinance shall become effective immediately upon approval and publication as required by law.

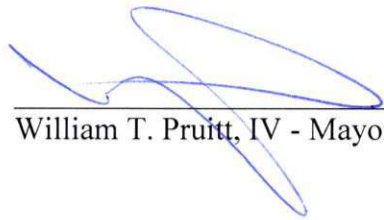
ADOPTED AND APPROVED this the 13th day of January, 2020.


James McGowan - Council President

ATTEST:

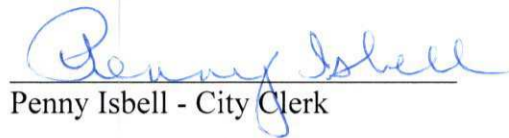

Penny Isbell - City Clerk

APPROVED this 13th day of January, 2020.



William T. Pruitt, IV - Mayor

ATTEST:



Penny Isbell - City Clerk

CERTIFICATION

I, Penny Isbell, Clerk of the City of Pell City, hereby certify that the above Ordinance was duly adopted by the City Council of the City of Pell City at a regular meeting held on the 13th day of January, 2020, and that same has been published in accordance with law in the *St. Clair News Aegis* on the 16th day of January 2020.



City Clerk

STATE OF ALABAMA)

ST. CLAIR COUNTY)

LEASE AGREEMENT

This Agreement of Lease, made as of this 1st day of February, 2020, between the **CITY OF PELL CITY, ALABAMA**, a municipal corporation, whose address is 1905 First Avenue North, Pell City, Alabama, 35125, (hereinafter referred to as Lessor), and **Team Hennessey, LLC**, a corporation, whose address is **63 Williamson Drive, Pell City, AL 35128** (hereinafter referred to as Lessee).

W I T N E S S E T H :

For and in consideration of the rental herein reserved, and of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter expressed, the parties agree as follows:

1. *Premises.* The Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described premises:

(a) An office suite located in the Municipal Complex of the City of Pell City, 1000 Bruce Etheredge Pkwy, Pell City, AL 35128, as shown on the schematic attached hereto marked Exhibit A, and by reference made a part hereof, containing approximately 340 square feet, hereinafter referred to as “leased premises.”

(b) Together with the right to use in common with Lessor, its employees, invitees, and customers, and Lessor’s other tenants and their employees, invitees, and customers, the conference room and rest room facilities located on the second floor of the Municipal Complex (as designated in the attached Exhibit B) provided by the Lessor, its successors, or assigns, together with adequate ingress and egress to the above-referenced office suite, conference room, and rest room facilities and the parking areas designated for the parking of automobiles at the Municipal Complex, which are contiguous to the building in which the leased premises are located; provided that the Lessor retains the right to make reasonable rules and regulations with reference to the use of said parking area, including the right to provide for certain reserved parking as, from time to time, determined by the Lessor, and particularly provided that employees, agents, and principals of Lessee shall park in designated areas so as to assure Lessor’s other tenants and Lessor’s customers and visitors convenient and proximate parking contiguous to the building or buildings in which its tenants are located.

(c) Lessee acknowledges that: (1) except for the work to be performed on the attached Exhibit C (if any), Lessee has inspected the leased premises and hereby accepts same in “as is” condition, and (2) Lessor has made no warranties and/or representations regarding the condition of the leased premises.

2. *Term.*

(a) The term of this Lease shall be for twelve months commencing on the 1st day of February, 2020, and terminating on the 1st day of February, 2021.

(b) Any holding over after the expiration of the term hereof, or of any renewal, shall be construed to be a tenancy from month to month, at a monthly rental at Fifty Percent (50%) greater than the monthly rental applicable to the rent due for the last month under this Lease Agreement.

(c) During the final three (3) months of this Lease term, Lessor shall be permitted to show prospective tenants the leased premises upon giving Lessee twenty-four (24) hours notice.

(d) *Automatic Renewal.* This Lease shall automatically renew for two additional terms of twelve months each at the same rental amount for the leased premises unless either Lessor or Lessee shall notify the other party in writing of its intent not to renew this lease at least sixty (60) days prior to the termination date of the original term or the subsequent renewal term hereof.

3. *Rental.* Lessee hereby covenants and agrees to pay to the Lessor at City Hall, 1905 First Avenue North, Pell City, AL 35125, or at such other place as the Lessor may from time to time designate in writing, as rental for said premises during the term of this Lease, an annual rental in the amount of \$5,400.00, payable in advance in equal monthly installments of \$450.00, beginning on the first day of commencement of this Lease and continuing on the same day of each month thereafter for the entire term of this Lease. In addition, Lessee shall pay a late fee equal to ten percent (10%) of any rent not received by Lessor within ten (10) days of the due date thereof.

4. *Security Deposit.* The Lessee shall deposit with the Lessor on or before the 1st day of February, 2020, the sum of \$450.00 in cash as security for the payment of the rent provided herein and for the observance and performance by the Lessee of all of the terms, provisions, and conditions of this Lease on its part to be kept and performed; and further to indemnify the Lessor for any loss, costs, fees, and expenses which the Lessor may incur by reason of any default by the Lessee. The Lessor shall repay to the Lessee the security deposit or any balance thereof upon the termination or expiration of the term of this Lease or any extension thereof. In the event of any failure in the payment of rent or other sum, or of any default by the Lessee in the performance of the terms, provisions, and conditions of this Lease, the Lessor shall have the right to apply the security deposit against any loss, costs, fees, and expenses caused thereby. The security deposit shall bear no interest.

5. *Use of Premises.* The Lessee shall use said premises for office use and for no other purpose whatsoever.

Lessee shall comply with all present and future laws or ordinances applicable to the leased premises and shall not commit or suffer waste on the premises, or use or permit anything on the premises which may be illegal, or constitute a private or public nuisance, or conflict with or

invalidate or increase the cost of any of Lessor's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Lessor or other tenants of Lessor's building, their agents, servants, employees, and customers

6. Repairs, Maintenance, and Changes by Lessee

(a) The Lessor shall make all necessary repairs to the interior of the leased premises, including window and plate glass and the fixtures therein or used in connection therewith, including the maintenance of all fixtures located within the leased premises, which repairs shall be in quality and class equal to the original work, in order to maintain said premises and fixtures in good condition and repair; provided, however, that the Lessee shall be responsible for any painting, carpeting, or any repair necessitated by Lessee's neglect or omission, or the actions of Lessee's agents, employees, or invitees. If Lessee fails to perform its obligations of maintenance or repair hereunder, Lessor is authorized to come onto the leased premises, make such repairs, and upon billing to the Lessee by the Lessor, Lessee shall reimburse the Lessor for the costs of such repairs plus interest thereon at the lesser of the highest legal rate allowed in the State of Alabama. Upon the expiration of or prior termination of this Lease, the Lessee shall remove all property of the Lessee from the premises, except plumbing and other fixtures and leasehold improvements which may have been installed by the Lessee and except as otherwise provided in this Lease, and surrender the leased premises to the Lessor "broom clean" in as good order and condition as they were upon Lessee commencing business, or were placed by Lessee thereafter, ordinary wear and tear and damage by fire excepted. Any property left on the premises after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any liability to the Lessee.

(b) The Lessee shall not make any changes, alteration, additions, or improvements to the leased premises without the written consent of the Lessor, which shall be considered at Lessor's sole discretion. The Lessee is required to furnish and use floor mats under all chairs behind desks.

(c) The Lessor shall maintain adequate HVAC service for the leased premises; however, all repairs to the HVAC lines necessitated by the action of the Lessee or the Lessee's agents, employees, or invitees shall be at the expense of the Lessee.

(d) The Lessor shall maintain and make all necessary repairs to the common areas designated for use by Lessee and others as set forth in Section 1(b) above, however, all repairs to said common areas necessitated by the action of the Lessee or the Lessee's agents, employees, or invitees shall be at the expense of the Lessee.

7. Utilities. Lessor shall provide water, gas, solid waste disposal, and electricity service to the leased premises. Lessee shall be responsible for all other utilities or services provided to the leased premises.

8. Janitorial Services. Lessee agrees to keep all rubbish and garbage in containers while on the leased premises and shall dispose of all such rubbish and garbage in the dumpster or other

containers provided by Lessor. The Lessee shall perform and provide for all of Lessee's janitorial services required on the leased premises; however, Lessee agrees to use the janitorial service used or suggested by Lessor for such period of time if the cost of such services is reasonable and its services are of reasonable quality.

9. Damage to Lessee's Property or Premises.

(a) The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the foregoing. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons in said building, or caused by operations in construction of any private or public or quasi-public work.

(b) *Lessee's Liability for Damage to Lessor's Property.* The Lessee shall be liable for any damage to the building or property therein which may be caused by its act or negligence, or the acts of its agents, employees, customers, or invitees, and the Lessor may, at its option, repair such damage, and the said Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within thirty (30) days after rendition of a statement by the Lessor, for the total cost of such repair and damage.

10. Indemnity, Liability Insurance, Building Insurance, Contents Coverage.

(a) The Lessee hereby indemnifies and agrees to hold the Lessor harmless and free from damages sustained by person or property, and against all claims of third persons for damages arising out of the Lessee's use of the leased premises, and for all damages and monies paid out by Lessor in settlement of any claim or judgments, as well as for all expenses and attorney's fees incurred in connection therewith.

(b) Lessee shall, during the entire term of this Lease and any renewal hereof, keep in full force and effect a policy of comprehensive commercial general or public liability insurance covering all the activities to be conducted on the leased premises, with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury liability, and \$2,000,000 general aggregate, naming Lessor as additional insured.

(c) Lessor, at its sole cost and expense, agrees to keep the building and improvements (including the leased premises) insured against loss or damage by fire or other casualty insurable under standard fire and extended coverage insurance in an amount equal to the full current replacement cost of said building(s).

(d) Lessee shall obtain and pay for, at Lessee's election, any insurance coverage on Lessee's contents contained in the leased premises, and Lessor shall not be responsible for any loss or damage to said contents.

11. *Damage or Destruction to Premises*

(a) If the leased premises, or any portion thereof, shall be damaged during the term by fire or any casualty insurable under the standard fire and extended coverage insurance policies, but are not wholly untenable, the Lessor shall repair and/or rebuild the same as promptly as possible, provided that the proceeds from Lessor's insurance policies are available to Lessor. The Lessor shall not be required to repair or rebuild any fixtures, installations, improvements, or leasehold improvements made to the interior of the leased premises by Lessee, nor Lessee's exterior signs. Such repairs and/or replacements are to be made by Lessee. In such event, the Lease shall not terminate, but shall remain in full force and effect, and a proportionate reduction in the fixed minimum monthly rental shall be made from the time of such fire or casualty until said premises are repaired or restored, except (i) if the Lessee can use and occupy the leased premises without substantial inconvenience; or (ii) if said repairs are delayed at the request or by reason of any act on the part of the Lessee which prevents or delays the repair of said premises by Lessor, there shall be no reduction in rental while said premises are being repaired, nor for any period of delay caused by or requested by Lessee. Lessor's obligation to repair shall be subject to any delays from labor troubles, material shortages, insurance claim negotiations, or any other causes, whether similar or dissimilar to the foregoing, beyond Lessor's control.

(b) If the leased premises are rendered wholly untenable by fire or other cause, or if the leased premises or the building in which they are located should be damaged or destroyed by fire or other casualty, to the extent of fifty percent (50%) or more of the monetary value of either thereof, whether the leased premises themselves be damaged or not, or so that fifty percent (50%) or more of the floor space contained in either thereof shall be rendered untenable, then, and in that event, Lessor may, at its option, terminate this Lease or elect to repair or rebuild the same. If, as a result of any damage either to the leased premises or to the building of which they are a part, the Lessor determines to demolish or rebuild the premises, or the building of which they are a part, then, and in any such event, the Lessor may also terminate this Lease. In any of the foregoing instances, the Lessor shall notify the Lessee as to its election within sixty (60) days after the casualty in question. If the Lessor elects to terminate this Lease, then the same shall terminate thirty (30) days after such notice is given, and the Lessee shall immediately vacate the leased premises and surrender the same to the Lessor, paying the rent to the time of such vacation and surrender, subject to an equitable abatement from the time of said damage. If the Lessor does not elect to terminate this Lease, the Lessor shall repair and/or rebuild the leased premises as promptly as possible, subject to any delay from causes beyond its reasonable control, and the term shall continue in full force and effect, subject to equitable abatement in the fixed minimum monthly rental from the time of said damage or destruction until said premises are repaired or restored.

12. *Eminent Domain.* If the premises, or any part thereof, shall be taken under eminent domain proceedings, or transferred to a public authority in lieu of such proceedings, Lessor may

terminate this Lease as of the date when possession is taken. All damages awarded for such taking shall belong to and be the property of Lessor. Lessee shall have no claim against Lessor by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Lessor as a result of any such taking. In such event, Lessee shall also have the right to terminate this Lease as of the date when possession is taken by the public authority.

13. *Default.*

(a) If the Lessee shall, at any time, be in default of the payment of either rent or any payments required of Lessee hereunder or any part thereof, for more than ten (10) days after the same shall be due hereunder, regardless of whether demand has been made therefor, or if Lessee shall be in default of any of the other covenants and conditions of this Lease to be kept, observed, and performed by Lessee for more than ten (10) days after the giving of written notice by the Lessor to the Lessee of such default, or if Lessee shall vacate or abandon the premises, or fail to take possession of the premises and actively operate its business therein, or if Lessee shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed and shall not be discharged within ten (10) days from the date of such appointment, then and in any such events the Lessor may re-enter the leased premises by summary proceedings or otherwise, and thereupon may expel all persons and remove all property therefrom, without becoming liable to prosecution therefor, and may, among other remedies, elect:

(i) To relet said premises as the agent of the Lessee, and reserve the rent therefrom, applying the same first to the payment of the reasonable expense of such re-entry, and then to the payment of the rent accruing hereunder; but whether or not the leased premises are relet, the Lessee shall remain liable for the equivalent of all rent and other charges provided for under this Lease, plus the cost of reletting, if any, which said amount shall be due and payable to the Lessor as damages, or rent, as the case may be, on the successive monthly rent days hereinabove provided; or

(ii) To terminate this Lease and immediately resume possession of the leased premises, wholly discharged from any obligations under the term of this lease, and may re-enter and repossess said premises, free from any and all claims on the part of the Lessee. Termination of the Lease does not discharge or in any way affect Lessee's obligation to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination.

(b) Except as expressly provided in subsection (a) above, Lessor shall not be in default unless it fails to perform the obligations required of Lessor by this Lease Agreement within ten (10) days after written notice by Lessee to Lessor specifying which obligation(s) Lessor has failed to perform. Provided, however, that if the nature of the specified obligation(s) is such that more than ten (10) days are required for performance, then Lessor shall not be in default if it commences performance within such ten-day period and thereafter diligently prosecutes the same to completion. If Lessor has not cured or commenced to cure the default set forth in said notice within said ten-day period, Lessee may at his option either (i) cure

such default and deduct the reasonable costs and expenses incurred from the next and succeeding rent payment(s) or (ii) cancel this Lease and, in such event, this Lease shall thereupon cease, terminate, and come to an end with the same force and effect as though the original demised term had expired at that time.

14. *Subletting and Assigning.* The Lessee shall not sublet any portion of the leased premises nor assign this Lease in whole or in part without the written consent of the Lessor as to both the terms of such assignment or sublease and the identity of such assignee or sublessee, which consent shall be provided in the sole discretion of Lessor, and in the event of a subletting so approved by Lessor, Lessee shall nevertheless remain obligated to Lessor under the terms of this Lease Agreement.

15. *Signs.* The Lessee shall not install nor maintain any sign anywhere on the leased premises or the property in which it is located whether neon, translucent, plastic, or otherwise without the written consent of the Lessor, which consent shall be provided in the sole discretion of Lessor. Lessee acknowledges and agrees that Lessee shall not be allowed to place any sign on the exterior of the Municipal Complex or on the land surrounding the Complex.

16. *Quiet Enjoyment.* The Lessor covenants and agrees with the Lessee that upon the Lessee paying the said rent and performing all the covenants and conditions aforesaid on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the premises hereby leased, for the term aforesaid; subject, however, to the terms of this Lease, any mortgage, or other instruments now or hereafter created by the Lessor.

17. *Memorandum of Lease.* Lessee agrees that it will not record this Lease or otherwise make it a matter of public record unless required in any litigation involving Lessee. If the Lessee or Lessor request, the parties will enter into a short form lease, describing the premises and the term of this Lease, and including any other terms necessary to permit the recording of such short form lease. Such recording, if requested by Lessee, shall be at its cost and expense.

18. *Notices.* All notices to be given under this Lease shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All notices mailed as herein provided shall be deemed received three (3) days after mailing. Notices to Lessor shall be sent to the address set forth in the preamble hereof or such other address as the Lessor may specify in written notice to Lessee. Notices to Lessee shall be sent to: Lessee, at the mailing address of the leased premises, or such other addresses as the Lessee may specify in written notice to Lessor.

19. *Interest.* Any amount due from Lessee to Lessor under this Lease which is not paid when due shall bear interest at the lesser of the highest legal rate allowed in the State of Alabama from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default upon which such interest is accrued.

20. *Expense of Enforcement.* In the event that the Lessee fails to (a) pay the rental amounts when due or (b) defaults on any other requirement or obligation of this Lease, the Lessee shall indemnify and hold harmless the Lessor from and against all reasonable costs and expenses incurred in connection with the enforcement of this Lease or the collection of the rental amounts

due hereunder, including, without limitation, reasonable attorneys' fees and expenses.

21. *Inspection.* Lessee shall permit Lessor, its agents, employees, and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provisions of this Lease.

22. *Non-Waiver.* Lessor's or Lessee's failure to insist upon strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect.

23. *Captions.* The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Lease.

24. *Applicable Law.* This Lease shall be governed by and construed under the laws of the State of Alabama. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease.

25. *Successors.* This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors, and assigns; and shall be binding upon Lessee, its heirs, executors, administrators, successors, and assigns; and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor.

26. *Force Majeure.* The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, including the performance of Lessor's and Lessee's work, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays, or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; *provided, however,* that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this Section shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

27. *Substitute Space.* At any time before or after the term hereof commences, Lessor may substitute for the premises demised hereby at such time (such premises being hereinafter referred to as the "replaced premises"), other space in the City of Pell City (such other space being hereinafter referred to as the "substitute premises") by a written notice given to Lessee not later than sixty (60) days prior to the date specified in such notice as the effective date for such substitution. Such notice shall include identification of the substitute premises. The substitute premises shall be equal in size and of comparable function to the replaced premises. If the effective date specified in such notice is subsequent to the commencement date of this Lease,

Lessee shall vacate the replaced premises and surrender the same to Lessor on or before such effective date. In the event of a substitution of space pursuant hereto, the term "leased premises" shall thereafter and for all purposes be deemed to refer to the substitute premises at such time, and the Lessor shall pay all expenses reasonably incurred by Lessee in such relocation.

28. *Amendments in Writing.* This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by both parties.

29. *Authority.* Lessee, if a corporation, warrants and represents to Lessor that Lessee's execution of this Lease has been duly authorized by the Lessee's Board of Directors.

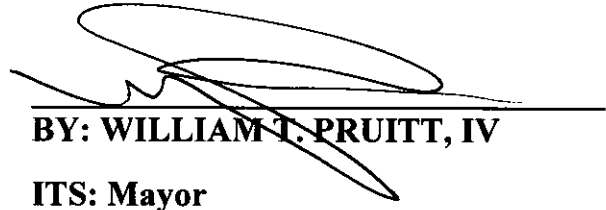
30. *Copies.* This Lease shall be executed in multiple copies, any one of which may be considered and used as an original.

31. *Performance Guarantee.* The shareholders of Lessee shall personally guarantee all obligations of Lessee as set forth herein.

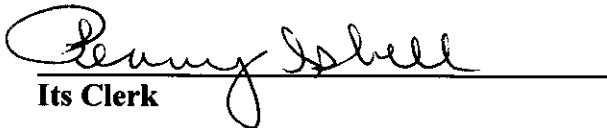
IN WITNESS WHEREOF, the parties have hereto executed this instrument on the day and year first written above.

LESSOR:

CITY OF PELL CITY, ALABAMA


BY: WILLIAM T. PRUITT, IV
ITS: Mayor

ATTEST:


Its Clerk

STATE OF ALABAMA)
)
COUNTY OF ST. CLAIR)

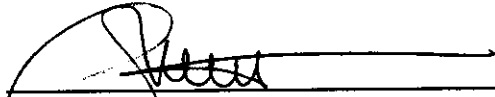
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **WILLIAM T. PRUITT, IV** and **PENNY ISBELL** whose names as Mayor and City Clerk, respectively, of the City of Pell City, Alabama, a municipal corporation, are signed to the foregoing instrument, and who are known to me acknowledged before me on this date, that being informed of the contents of this instrument they as such officers and with full authority, executed the same voluntarily for and as the act of the City of Pell City, Alabama, a municipal corporation.

Given under my hand and official seal this the 22nd day of January, 2020.

Sheree Pruitt
NOTARY PUBLIC
My Commission Expires: 01/05/21

LESSEE:

Team Hennessey, LLC

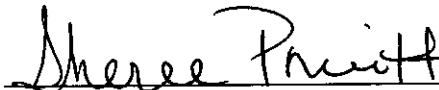


BY: James Hennessey
ITS: President

STATE OF ALABAMA)
)
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said county in said state, do hereby certify that James Hennessey whose name as President of Team Hennessey LLC Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of the said Notary.

Given under my hand and official seal this the 22nd day of January 2020.



NOTARY PUBLIC
My Commission Expires: 01/05/2021

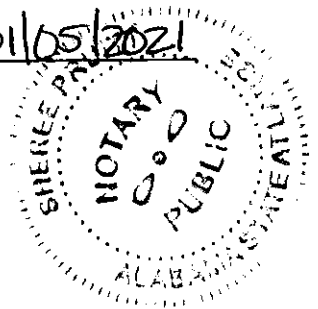


EXHIBIT A

Office Space Designated "A"

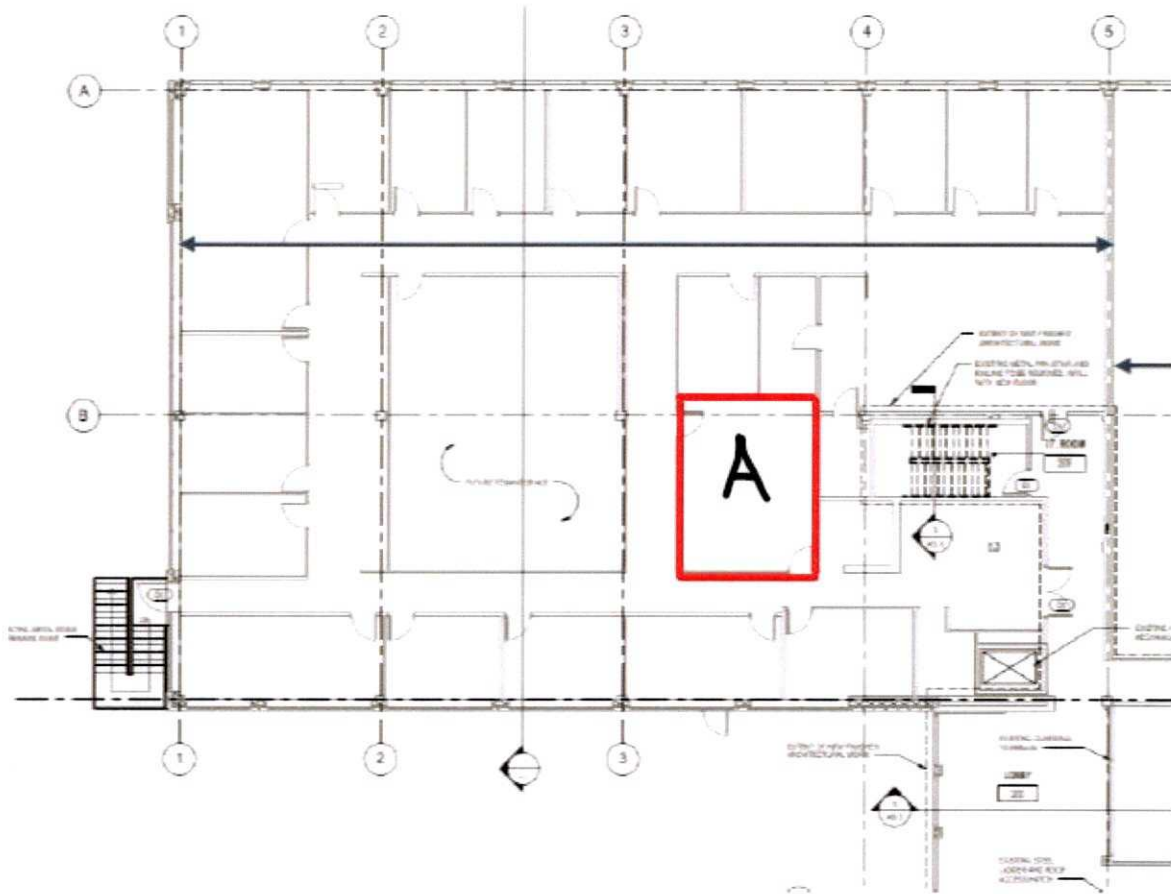


EXHIBIT B

COMMON AREAS DESIGNATED "B" and "C"

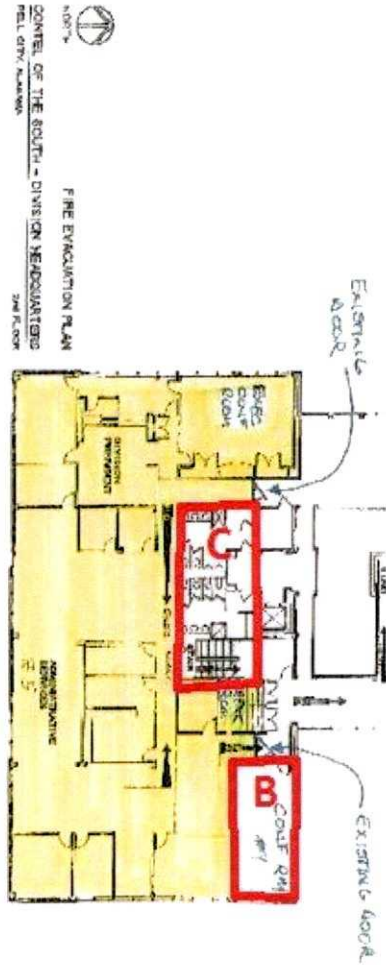


EXHIBIT C

Prior to the effective date of the lease, Lessor shall conduct the following improvements and maintenance to the space, at its sole expense:

- 1) The connection and termination of Cat 5 cabling to the leased premises, the scope of which will allow for Lessee connectivity to high-speed internet and/or phone service;
- 2) The replacement of ceiling tiles within the general area of the leased premises;
- 3) The thorough cleaning of the general area in the proximity of the leased premises, as well as of the leased premises itself;
- 4) The installation of new locks on the doors providing access to the leased premises.