

ORDINANCE NO.: 1991

**AN ORDINANCE DECLARING CERTAIN REAL PROPERTY
NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES
AND AUTHORIZING THE LEASE OF SAME TO THE
RESTORATION BOYS ACADEMY**

WHEREAS, the City of Prichard, Alabama owns certain parcel of real property located in the City of Prichard, being more particularly described in Exhibit "A";

WHEREAS, Restoration Boys Academy, an Alabama non-profit corporation, desires to lease the property from the City of Prichard for use in connection with its rehabilitation and mentoring of wayward young men;

WHEREAS, §11-47-21 of the Code of Alabama 1975 provides that the governing body may, by ordinance, direct the disposal of any real property not needed for public or municipal purposes and direct the mayor to make title thereto; and

WHEREAS, the governing body finds and determines that City of Prichard, Alabama has not in the immediate past used the property for a public or municipal purpose and that the property is not now needed for public or municipal purposes;

WHEREAS, the governing body of the City of Prichard, Alabama desires to lease the property to dispose of the Restoration Boys Academy for a one (1) year period commencing on or about the 1st day of May, 2012;

WHEREAS, the governing body of the City of Prichard finds and determines that the fair market rent for said property (the existing building(s) and approximately five (5) is One Thousand Five Hundred and NO/100 (\$1,500.00) Dollars.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA, as follows:

1. That the City Council of the City of Prichard, Alabama does hereby authorize and direct the mayor to do all things necessary and proper including, but not limited to, the execution of a lease, to lease the property described in Exhibit "A" to the Restoration Boys Academy for a period of one (1) year at a rate not less than One Thousand Five Hundred and NO/100 (\$1,500.00) Dollars.

2. That said lease shall be made subject to any and all easements, restrictions, Agreements and encumbrances of record and any leases now in effect.

3. That a copy of this Ordinance be spread on the Minutes of the Council Meeting of the City of Prichard held on the 24th day of May, 2012.

4. This Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED this the 24th day of May, 2012.

THE CITY OF PRICHARD, ALABAMA

BY: 
Presiding Officer

ATTEST:


DARLENE PALMER LEWIS, City Clerk

APPROVED this the 24th day of May, 2012.


RONALD K. DAVIS, Mayor

STATE OF ALABAMA

COUNTY OF MOBILE

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is made and entered into by and between **CITY OF PRICHARD, ALABAMA, an Alabama municipal corporation**, hereinafter called "Lessor", and **RESTORATION BOYS ACADEMY, an Alabama non-profit corporation**, hereinafter called "Lessee."

WITNESSETH:

1. **LEASED PREMISES AND DEMISE.** In consideration of the obligation of Lessee to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby accepts and leases from Lessor, those certain Premises situated in the City of Prichard, County of Mobile, State of Alabama, more particularly described on Exhibit "A", which is attached hereto and incorporated herein by reference, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the Premises and together with all other improvements situated upon said Premises now owned by said Lessor (said real property, buildings and improvements hereinafter referred to collectively as the "Leased Premises").

TO HAVE AND TO HOLD the Leased Premises, together with the rights, privileges, easements and appurtenances thereunto appertaining, for and during the term hereinafter set forth, provided, however, that this Lease is for the purposes set forth herein, and for no other purposes of any kind.

At the commencement of the term, Lessee shall accept the Leased Premises in its existing condition "AS IS, WHERE IS," with all faults. No representation, statement, or warranty, express or implied, has been made by or on behalf of Lessor as to the surface or sub-surface condition, suitability for any purpose or as to the use that may be made of the Leased Premises. In no event shall Lessor be liable for any defect, soil or other condition in or relating to the Leased Premises or for any limitation on its use, nor shall the rent hereunder be withheld, diminished, or abated on account of any defect or limitation on use.

2. **TERM AND RENT.**

A. **PRIMARY TERM.** This lease shall be effective from and commence on **May 1, 2012**, regardless of whether or not this lease is executed thereafter. This lease shall be for a primary term of **one (1) year** from and after **May 1, 2012**, (the "Commencement Date"). Upon the expiration of the primary term this lease shall continue from month to month until terminated.

B. **USE OR SALE OF LEASED PREMISES BY LESSOR.** In the event that the Lessor should determine to sell the Leased Premises, or in the event a higher or better use of the

Leased Premises, in the sole judgment of the Lessor, presents itself during the term of this Lease, lessor shall have the right to terminate this Lease upon giving written notice thereof not less than one-hundred and twenty (120) days prior to the date of termination. Rent shall continue to be due and payable during said one-hundred and twenty (120) day period.

C. RENT. The Lessee agrees to pay, during the term hereof, minimum Base Rent of as follows: Five Thousand Three Hundred Dollars (\$5,300.00) per month for the months of May, June, July, August and September of 2012; and One Thousand Five hundred Dollars (\$1,500.00) per month for the remainder of the lease term. Such payments shall be payable on a monthly basis and shall be due and payable on the first day of each and every month beginning on the Commencement Date and shall be payable to Lessor at the address provided for notice in this Lease, or to such other address as Lessor may from time to time designate in writing.

D. LATE FEE. Lessee agrees to pay a late payment charge of ten (10) percent per month of the amount of periodic rent in default on the fifth (5th) day after such periodic rent becomes due. All such charges shall be secured as additional rent under this agreement. If any check for rent is returned to Lessor for insufficient funds or other reason, Lessee agrees to pay Lessor any bank charges incurred and late charges shall continue until rent is actually paid by Lessee.

3. EXPENSES. Lessee shall be responsible for and shall pay directly all expenses incurred or accruing during the primary or extended term of this Lease with respect to the Leased Premises, it being the intent of this Lease that the rent herein specified be absolutely net to the Lessor in each month/year during the term of this Lease so that this Lease shall yield, net, to Lessor the rental herein specified. All costs, expenses, charges, assessments, and obligations of every kind relating to the Leased Premises as provided in this Lease which may arise or become due during the term of this Lease shall be paid by Lessee as "additional rent". As examples of, but not in limitation of the types of expenses relating to the Leased Premises, Lessee shall pay the following: All repair and maintenance expenses of every kind and character, expenses of utility services to the Leased Premises, including electrical, gas, water, and telephone; cost of janitorial service; lawn care and landscaping maintenance expense; pest control costs; security service charges; window cleaning expense; carpet cleaning and floor cleaning charges; the cost of supplies used or consumed in the operation of the Leased Premises; trash or refuse removal costs; other service type functions provided to or with respect to the Leased Premises which Lessee chooses to arrange; dues, fees, assessments, and other charges payable on account of or with respect to the commercial development in which the Leased Premises is located, including those of any association of tenants of such commercial development; and premiums for fire and extended coverage insurance for the Leased Premises.

4. INSURANCE. Lessee agrees to maintain standard fire and extended coverage insurance and, if the property is in a flood zone, flood insurance. Said standard fire and extended coverage insurance and, if required, flood insurance shall insure the building of which the Leased Premises are a part in an amount not less than the full replacement value of the Leased Premises, as the value shall exist from time to time, insuring against the perils of fire, lightning, windstorm, hail, explosion, riot, aircraft, vehicles, smoke and all items covered in a standard all risk policy. Lessee's

fire insurance policy shall also contain an endorsement for electrical and mechanical system protector coverage. Additionally, Lessee agrees to maintain commercial general liability insurance in a minimum coverage amount of \$1,000,000.00 per occurrence with a \$1,000,000.00 general aggregate for property damage, bodily injury or deaths of persons occurring in or about the Building(s) and Leased Premises. All policies shall name Lessee and Lessor as named insureds. The cost of such insurance shall be paid by Lessee and Lessee shall provide Lessor proof of payment within thirty (30) days after execution of this Lease, within thirty (30) days after subsequent renewals of such insurance, and within thirty (30) days of any request by Lessor of proof of payment of such insurance premiums.

All insurance obtained by Lessee in accordance with this Lease shall be written by a financially responsible company or companies acceptable to Lessor and licensed to write insurance in the State of Alabama. On the Commencement Date, and upon each renewal, Lessee shall provide certificates of insurance to Lessor. Lessee shall obtain a written obligation on the part of each insurance company to notify Lessor and such other person or entity as the Lessor may designate from time to time, at least thirty (30) days prior to cancellation of such insurance.

Lessee shall maintain during the term of this Lease and any extensions thereof, appropriate insurance on all equipment and other personal property of Lessee located in the Leased Premises.

Such minimal limits of required insurance shall be adjusted every five years beginning with the date five years from the date of this Lease to reflect the increase in the Consumer Price Index-All Urban Consumers (CPI-U) over the previous five years.

5. INDEMNITY AND WAIVER OF SUBROGATION. Lessee shall defend and indemnify Lessor and hold Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or about the Leased Premises, or on account of the occupancy or use by Lessee of the Leased Premises or any part thereof, or actually or allegedly occasioned wholly or in part by an act or omission of Lessee, its agents, contractors or employees acting within the scope of their employment or by Lessee's guests, invitees or licensees while on the Leased Premises. Lessee's indemnification of Lessor hereunder shall not apply or extend to liabilities of Lessor arising solely from the negligence or misconduct of Lessor or its agents or employees, nor shall it apply to any liabilities solely arising from the ownership, possession or use of the Leased Premises prior to the Commencement Date. In case Lessor shall be made a party to any legal proceeding or litigation commenced by or against Lessee, or against Lessor due to the actions or omissions of Lessee or Lessee's successors, assigns, agents, employees, contractors, guests, invitees or licensees, then Lessee shall defend, indemnify and protect Lessor and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. Upon the institution of any claim, cause of action, suit or proceeding which would give rise to Lessee's obligation of indemnity hereunder, Lessee shall obtain the consent and approval of Lessor as to any counsel retained by Lessee to protect the interests of Lessor, which consent shall not be unreasonably withheld. If Lessee engages counsel to represent Lessor without first obtaining Lessor's consent and approval, or if Lessor disapproves of the Lessee

selected counsel, or if the Lessee selected and Lessor approved counsel, having undertaken the representation withdraws or ceases its representation for any reason and substitute counsel satisfactory to Lessor is not thereafter engaged to serve, then in any such event Lessor shall have the right and discretion to choose Lessor's own legal representation in connection with any claim, fine, cause of action, litigation or other proceeding contemplated by this Paragraph.

Lessee waives any right or claim against Lessor for injury, loss or damage sustained by Lessee, whether or not such loss is caused by act, omission or negligence of Lessor, and which might be covered under any insurance policy of Lessee required to be carried pursuant to the terms of this lease, and Lessee shall cause Lessee's insurance carriers to waive their respective rights of subrogation with respect to same, and to so notify Lessor in writing.

This indemnity shall survive the expiration, cancellation or earlier termination of this lease.

6. SUBLEASING AND ASSIGNMENT. Lessee shall not sublease the Leased Premises or assign its rights under this Lease in whole or in part without the prior written consent of Lessor. In the event Lessee assigns its interest in or subleases, or attempts to assign its interest in or to sublease, all or any portion of the Leased Premises, without the prior written consent of Lessor, then Lessee shall be in default of this Lease Lessor shall have the option to immediately reenter and to retake the Leased Premises (including any buildings or other appurtenant structures located thereon) and exercise any of Lessor's other rights under this Lease or at law or in equity. Notwithstanding any such sublease or assignment or Lessee's reentry as described above, Lessee shall remain liable for the performance of all obligations contained in this Lease.

Such subleasing or assignment shall only be made upon approval of the City Council of the City of Prichard.

7. USE OF LEASED PREMISES. The Leased Premises shall only be used for youth educational and social development programs and services for the benefit of young people in the City of Prichard and surrounding areas. Lessee shall not use the Leased Premises for any other purpose unless it first obtains written approval from Lessor. In connection with its use of the Leased Premises, Lessee agrees to comply with all restrictions on the use thereof as are set forth in any recorded instrument to which the Leased Premises is subject, as well as all restrictions applicable to the use of the Leased Premises set forth by any federal, state, city, county or local government or agency. Lessee further agrees that it will not keep, use, sell, or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of insurance policy which affords insurance coverage to Lessor with respect to the Leased Premises and agrees that it will not carry on or conduct any activity which may be prohibited by the standard form of insurance policy which affords insurance coverage to Lessor with respect to the Leased Premises.

It is understood and agreed by the Lessee and Lessor that Lessor shall have continuing access to the Leased Premises to keep and maintain a municipal park on those portions of said lands not actually and exclusively being used for the purposes hereinabove mentioned.

8. ABANDONMENT. If Lessee shall abandon the Leased Premises before the end of the term of this Lease, the Lessor may, after giving thirty (30) days advance notice in writing to Lessee, at Lessor's option, enter said Leased Premises, remove any signs of said Lessee therefrom and relet the same as it shall see fit without such retaking voiding or terminating this Lease; the rental received from such reletting shall be credited against the rent due under this Lease; and that for the purposes of said reletting the Lessor is authorized to make any repairs, changes, alterations, or additions in and to said Leased Premises as may be necessary for the purposes of reletting, all at the expense of Lessee.

In addition to re-entering the Leased Premises and re-letting the same following an abandonment of the Leased Premises by the Lessee, Lessor shall have available to it upon an abandonment of the Leased Premises by Lessee all other remedies described in this Lease with respect to a default by the Lessee and all other remedies available to Lessor at law or in equity.

Such re-entering and re-letting shall only be made upon approval of the City Council of the City of Prichard.

9. REPAIR AND MAINTENANCE. Lessor shall have no obligation to perform any repairs or maintenance on the Leased Premises. During the term hereof Lessee shall, at its sole cost and expense, keep in good order, condition, and repair the Leased Premises, including the parking and landscaping area and shall keep the Leased Premises clean and free from rubbish. Lessor shall not be responsible for the making of any improvements, maintenance, or repairs of any kind or nature to the Leased Premises unless due to the gross negligence of the Lessor, its employees or agents acting in their capacity as such.

Lessee shall at all times during the term of this Lease provide and maintain in proper condition, all parking areas and driveways entering upon or leaving the Leased Premises.

10. ALTERATIONS AND IMPROVEMENTS. Lessor shall have no obligation to make any alterations or improvements to the Leased Premises. Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Any such approved alterations, additions, and improvements to the Leased Premises shall, at the option of the Lessor, become the property of Lessor upon the expiration or termination of this Lease. Lessee shall not have the authority to, and shall not, permit any lien, charge, or encumbrance of any kind whatsoever to be placed upon the Leased Premises, and Lessee shall bond or discharge any such lien, charge, or encumbrance within fifteen (15) days after written notice from Lessor. If any change or alteration to the building or the Leased Premises may directly or indirectly affect the structure of the building or the plumbing or wiring serving the building, Lessee shall provide to Lessor a copy of the plans and specifications attributable to such changes or alterations. Lessee shall have the right and privilege of placing in and upon the Leased Premises signs, including window lettering, placards, and posters, advertising its business, subject to the requirements of local governmental authorities.

Lessee covenants and agrees that Lessee shall, in connection with the construction and/or maintenance of the improvements to be constructed by Lessee on the property herein leased, to procure from each and every general contractor a policy of general liability insurance and providing insurance against any and all claims for injuries to persons or damages to property occurring upon or about the demised Leased Premises during the term of the performance of any work, maintenance or repairs with respect to the building and/or the lands leased hereunder, such insurance at all times to be in an amount of not less than \$500,000.00 for injuries to one person, \$2,000,000 for injuries to persons in one occurrence, and property damage of not less than \$500,000.00 or a single limit policy of not less than \$2,500,000.00 per occurrence for both injury or death to persons or property damage.

Such insurance shall be written by a company or companies authorized and engaged in the business of insurance in the State of Alabama, and prior to the beginning of any such work, there shall be delivered to the Lessee customary certificates evidencing such insurance and receipt for payment thereof. Lessee shall also obtain from any such person, firm or corporation referred to above a written indemnity agreement, indemnifying Lessor and Lessee from and against any claims of whatsoever kind or nature relating to the Leased Premises, the building, or any structure located thereon. The obligation of this paragraph shall not apply in the event the Lessee constructs the improvements utilizing its own employees.

11. SERVICES AND UTILITIES. Lessee shall pay or cause to be paid all charges for water, sewer, gas, electricity, light, heat, power, telephone, and other utility services used, rendered, or supplied to the Leased Premises accruing upon commencement of the Lease and during the Lease Term and any optional renewal term, extensions or expansions. Lessee shall also pay all fees and expenses imposed by the suppliers of such utility services to the Leased Premises for the purpose of establishing such utility services in Lessee's name, which cost shall include the cost of constructing new utilities to or on the Leased Premises. Such utilities shall include water service, sewer service and electrical services.

It is expressly agreed by and between the parties hereto that should any local, state or federal government, governmental body, agency or public utility restrict or reduce the amount of fuel or energy which may be utilized to provide the utilities and services as specified, then such reduction or restriction and the reduction in utilities and services which may result therefrom shall in no way create or constitute a default on the part of the Lessor under this Lease and there shall be no reduction in rent for the period services are reduced.

12. COMPLIANCE WITH LAWS. Lessee shall, at its own expense, comply with all laws, orders, and regulations of Federal, state, county and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Lessee with respect to the Leased Premises. Lessee shall, at its own expense, obtain all required licenses and permits for the conduct of its business on the Leased Premises. Lessee shall also be responsible for bringing into and keeping the Leased Premises in compliance with the provisions of Title III of the Americans with Disabilities Act (the "ADA"), 42 U.S.C. Section 12181, et seq., and the provisions of 42 U.S.C. Section 12101, et seq., being entitled as an act for "Equal Opportunity for Individuals with Disabilities."

13. DESTRUCTION. If the Leased Premises shall be damaged by fire, the elements, unavoidable accidents, or other casualty, Lessor shall have the option, in Lessor's sole and absolute discretion, to decide whether Lessor shall or shall not repair and restore said buildings or Leased Premises to their pre-casualty condition, and if Lessor decides to repair and restore said buildings or Leased Premises then an equitable abatement of rent will be allowed from the time of the casualty to the time repairs and restoration are completed. It is understood and agreed that Lessor shall have absolutely no obligation to repair and restore the Leased Premises in the event of a full or partial casualty loss of the Leased Premises, but shall only do so in Lessor's sole and absolute discretion. In the event of such fire or other casualty, Lessee shall be entitled to receive the insurance proceeds payable as a result of any damage to the buildings or improvements made by the Lessee and the Lessor shall be entitled to any insurance proceeds for any damage to the lands herein leased and any improvements in existence at the commencement of this Lease or hereafter erected by Lessor.

14. CONDEMNATION.

A. Total Condemnation. If, as a result of condemnation, the whole of the Leased Premises is taken, or such portion is taken as will make the remaining portion unusable for the purposes herein leased in the judgment of Lessee reasonably exercised, then this lease shall terminate and the term hereby granted shall cease, and rental shall be accounted for as between Lessor and Lessee as of the date of actual taking.

B. Partial Condemnation. If a part only of the Leased Premises be condemned by any such condemning authority, and such partial taking shall not render the remaining Leased Premises unusable to Lessee, then this lease shall not terminate, but the amount of the rent herein provided shall be reduced effective on the date when possession is taken by such condemning authority on a fair and equitable basis in proportion to the amount of property condemned in relation to the total property comprising the Leased Premises.

C. The Award and Adjustments. In no event shall the Lessee be entitled to any part of the award of damages or compensation for such taking or condemnation of the Leased Premises, but the Lessor shall receive the entire amount thereof without deduction for any estate or interest of the Lessee. Lessee shall have the right to collect any special awards or allocations for relocation, etc., authorized by any governmental authority which are over and above, or in addition to, the condemnation award and which do not impinge upon or lessen Lessor's award.

15. INSPECTION OF LEASED PREMISES. Lessee agrees that the Lessor, or Lessor's agents or representatives, shall at all reasonable times, upon prior notice to Lessee, have free access to the Leased Premises for the purpose of examining and inspecting the condition of the same, or exercising any right or power reserved to Lessor under the terms of this Lease, or for any other reasonable reason.

16. DEFAULT. The happening of any one (1) or more of the following events shall constitute an "Event of Default" by Lessee hereunder: (a) following notice thereof to Lessee, the levy of execution or other legal process after an unsatisfied final judgment against Lessee by a court

of competent jurisdiction upon the interest of Lessee in the leasehold estate herein created; (b) the adjudication of Lessee as a debtor under the Bankruptcy Code; (c) the commencement of any case against Lessee under the Bankruptcy Code; (d) the making of a general assignment by Lessee for the benefit of its creditors; (e) the appointment of a receiver of all of the property of Lessee after a hearing by a court of competent jurisdiction; (f) the failure of Lessee to pay any installment of rent hereunder within ten (10) days after written notice of such failure to pay; (g) the failure by Lessee to perform or observe any duty or obligation herein imposed on or assumed by it at the time when this Lease requires such duty or obligation to be performed.

Remedies upon Lessee's Default.

(a) Upon the occurrence of an Event of Default by Lessee under this Lease, Lessee shall not be relieved of its obligations to make monthly payments of rent and other payments herein reserved, at the times and in the manner herein provided. In such event, Lessor may enter into and upon the Leased Premises or any part thereof without terminating this Lease, may relet the Leased Premises, as agent for and in the name of Lessee, at any rental and for any term readily obtainable, applying the proceeds thereof, first, to the payment of such expenses as Lessor may incur in reletting, second, to the payment of said rent or other such payment as the same may from time to time become due, and lastly, toward the performance of the other covenants and obligations of Lessee herein contained. Any balance then remaining shall be paid over to Lessee. Should Lessor recover or take possession of the Leased Premises and be unable to relet the same so as to realize the sum equal to the rent and other payments herein reserved, Lessee shall pay to Lessor any and all loss or difference for the residue of the term. Nothing mentioned in this Article shall be construed to waive Lessor's right to cancel this Lease in the event of any default on the part of Lessee, all of which rights of cancellation are herein specifically reserved by Lessor. The remedies herein provided shall be cumulative, the exercise of any one or more of which shall not be a bar to the exercise of any other of the remedies herein specified nor of any remedies to which Lessor may be entitled under state law.

(b) Lessor shall not be deemed to have waived any default or performance of Lessee's obligations hereunder by acceptance of rent or otherwise except by written notice of such waiver, and such notice shall not waive any subsequent cause of default or breach of any condition of this Lease.

(c) Lessor shall not have the right to terminate this Lease by reason of any default of Lessee, nor shall Lessor be entitled to avail itself of any remedy provided for herein or by law unless Lessor shall have given to Lessee written notice of the existence of such default and Lessee shall have failed for a period of thirty (30) days following the giving by Lessor of such written notice to correct such default, except that Lessee shall be entitled to only ten (10) days notice to cure a default in the payment of rent.

(d) Except in the case of non-payment of rent, if the default is of such a nature that it cannot be completely remedied within thirty (30) days, then such default shall not be enforceable against Lessee if Lessee shall have commenced the curing of such default within said thirty (30) day period and shall proceed with reasonable diligence and good faith to the curing thereof, but if such default shall not have been cured within sixty (60) days, Lessee shall in that event be deemed to have failed

to cure said default.

(e) To the fullest extent allowable by law, the Lessor shall have a lien on the goods, furniture and effects belonging to Lessee for the rent payable hereunder, and all other charges due Lessor hereunder, which lien shall be superior to all other liens of any kind or character whatsoever. No goods, furniture and effects shall be removed from the Leased Premises without the written consent of Lessor, except in ordinary course of business, until all rent and other applicable charges have been paid.

(f) If suit shall be brought by Lessor for recovery of possession of the Leased Premises, or for the recovery of rent or any other amount due under the provisions of this lease, or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed, and a breach shall be established, Lessee shall pay to Lessor all expenses incurred therefore, including a reasonable attorney's fee.

(g) In addition to re-entering the Leased Premises and re-letting the same following default by the Lessee, Lessor shall have available to it all other remedies described in this Lease with respect to a default by the Lessee and all other remedies available to Lessor at law or in equity.

17. SIGNS. Lessee, at its expense, may install an exterior building and/or monument signage, interior signs, and other signs desired by Lessee, subject to applicable local governmental ordinance and Lessor's approval. During the initial lease term and any option renewal terms as herein provided, Lessee shall be responsible for all maintenance and repairs to all signs.

18. SURRENDER. Lessee agrees to surrender the Leased Premises at the end of the term of this Lease, or any renewal thereof, in as good order and condition as the same now are or may be put by Lessor, except for reasonable use and ordinary wear and tear. Lessee shall surrender all keys for the Leased Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combinations on locks, safes, and vaults, if any, in the Leased Premises. If required by Lessor, Lessee shall remove all its trade fixtures and any alterations or improvements before surrendering the Leased Premises as aforesaid, and shall repair any damage to the Leased Premises caused thereby, however Lessee shall have no right to remove same if Lessee is in default under this agreement. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this agreement.

Lessee shall surrender the Leased Premises prior to the end of the term of this Lease or any renewal thereof only with the written consent of Lessor, which will not be unreasonably withheld. Notwithstanding anything herein in this Lease or applicable law to the contrary, the written consent of Lessor to the surrender of the Leased Premises by Lessee shall not constitute a termination of this Lease but rather shall be construed as an abandonment of the Leased Premises by the Lessee.

19. NOTICES. All notices, demands, communications, or elections to exercise any option hereunder, whether intended for Lessor or Lessee, shall be in writing and may be served or delivered in person or by prepaid United States Registered or Certified Mail, to the address of the

party intended as the recipient thereof as such address is hereinbelow stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing. The time of giving notice shall be reckoned from the day of delivery if delivered to the intended recipient in person, or from the day of posting, if mailed. The present addresses of the parties hereto are:

LESSOR:

City of Prichard
216 E Prichard Ave
Prichard, Alabama 36610
Attention: Mayor Ron Davis

with a copy to:
The Atchison Firm, P.C.
3030 Knollwood Drive
Mobile, AL 36609
ATTN: Prichard City Attorney

LESSEE: Restoration Boys Academy
4308 Bent Tree Road
Eight Mile, AL 36613
Attn: John D. Young, Jr.

20. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

21. HAZARDOUS SUBSTANCES. As used herein, the term "Hazardous Substances" includes without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CRECLA), as amended (42 U.S.C. Sections 9601, et seq.), particularly as amended by the Superfund Amendment and Reauthorization Act; the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.; 40 C.F.R. Sections 261.20-261.24, inclusive; the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Sections 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 5101, et. seq.) and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect. Lessee shall, at Lessee's sole expense, make a submission to, provide all information required by, and comply with all requirements of all

governmental authorities under applicable Federal, state, and local laws, ordinances, statutes, rules, and regulations arising out of its operation in the Leased Premises.

Lessee hereby represents and warrants that during its use and occupancy of the Leased Premises, neither Lessee nor its officers, employees, or agents, nor any invitee or other occupant of the Leased Premises, shall cause any Hazardous Substances to be generated, released, spilled, leaked, pumped, emitted, emptied, discharged, escaped, dumped, disposed, stored (other than in approved containers or tanks) or deposited over, on, beneath, or within the Leased Premises. Lessee shall, at Lessee's sole expense, make a submission to, provide all information required by, and comply with all requirements of all governmental authorities under applicable Federal, state, and local laws, ordinances, statutes, rules, and regulations arising out of its operation in the Leased Premises.

Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal by Lessee of Hazardous Substances as reasonably requested by Lessor. If Lessee fails to fulfill any duty imposed under this Article within a reasonable time, Lessor may do so at Lessee's sole cost and expense, and in such case Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the Federal, state, and local laws to the Leased Premises and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon Lessor's request. No such action by Lessor and no attempt made by Lessor to mitigate damages under any law shall constitute a waiver of any of Lessee's obligations under this Article.

If any Hazardous Substances are found on or under the Leased Premises and which existed therein as of the date of the execution of this Lease, then either party shall have the option of paying the amounts necessary to remediate, remove, and/or dispose of such Hazardous Substances, following which this Lease shall continue. If neither Lessor nor Lessee elects to remediate, remove, and/or dispose of such Hazardous Substances, then (1) either party shall have the right to immediately terminate this Lease, in which event any and all deposits and pre-paid rent shall be refunded to Lessee; or (2) Lessee shall accept the Leased Premises in its then existing condition, and this Lease shall continue.

Lessee hereby covenants and agrees that it will indemnify Lessor and Lessor's mortgagee, if any, from and against any and all claims, losses, damages, response costs, and expenses arising out of or in any way relating to a breach of the environmental representations herein made by Lessee, including, but not limited to, the following: (a) claims of third parties (including governmental agencies) for damages, penalties, response costs, injunctive or other relief, (b) expenses, including fees of attorneys and experts, of reporting the existence of Hazardous Substances on the Leased Premises caused by Lessee to any governmental agency; and (c) any and all expenses or obligations, including attorney's fees, incurred at, before, and after any trial or appeal therefrom or administrative proceeding or appeal therefrom, whether or not taxable as costs, including, without limitation, attorney's fees, deposition costs, copying and telephone charges, and other expenses, all of which shall be paid by Lessee when accrued.

If Lessee shall cause any Hazardous Substances to be or become present over, under, in, or within the Leased Premises and Lessee fails to respond to the presence thereof in a timely manner, whether or not such response is mandated by governmental authority, Lessor shall have the right, but not the obligation, in its sole discretion, to undertake, at the cost and expense of Lessee, such response to the presence of such Hazardous Substances caused by Lessee as Lessor deems necessary and appropriate, and Lessee shall reimburse Lessor for all response costs and expenses, including reasonable fees of attorneys and experts, incurred by Lessor in responding to the presence of such above described items caused by Lessee.

Lessee's obligations under this Paragraph 21 shall survive the expiration or earlier termination of this Lease.

22. GOVERNING LAW. This agreement shall be governed by, and it is to be construed according to, the laws of the State of Alabama. Venue for any action pertaining or related to this lease shall be in the Circuit Court of Mobile County, Alabama. The computation of any time period hereunder shall be made in accordance with Rule 6 of the Alabama Rules of Civil Procedure.

23. BROKERS. Lessor and Lessee warrant to each other that there are no brokers involved in this transaction and there are no fees or commissions due in connection with this Lease Agreement. Lessor and Lessee shall indemnify each other and hold each other harmless against and in respect of any claim for brokerage or other commissions relative to this Lease.

24. CLEANLINESS. Lessee shall at all times keep the Leased Premises in a neat and orderly condition, reasonably clean and free from rubbish. Lessee will not make or suffer any waste of the Leased Premises or commit anything to be done in or upon the Leased Premises creating a nuisance thereon.

25. ESTOPPEL CERTIFICATES. Each party shall, at any time and from time to time, deliver a written instrument to the other such party or to any other person or firm specified by such other party, duly executed and acknowledged, certifying to the best of its knowledge, information or belief that this Lease is unmodified and in full force and effect, or, if there has been any modification, that the Lease is in full force and effect as modified, and stating any and all such modifications, and further specifying the dates to which rent and other charges provided for in this Lease have been paid, and further stating whether there exists any default in the performance of any covenant, agreement, term, provision, or condition contained in this Lease.

26. SUBORDINATION AND NON-DISTURBANCE. This Lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any mortgage or mortgages which now or may hereafter encumber the Leased Premises, and to any renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages. This subordination is conditioned upon the mortgagee, or any persons claiming under said mortgagee, entering into a written agreement, in form acceptable to Lessee, with Lessee whereby said mortgagee agrees to assume, subject to the provisions hereof on Limitation of Personal Liability, all of the obligations of Lessor under this Lease as of the date of such mortgagee acquiring the Leased

Premises and further providing that in the event of foreclosure or other right asserted under the mortgage by the mortgagee, this Lease and the rights of Lessee hereunder shall continue in full force and effect and shall not be terminated or disturbed unless the Lessee is in default under this Lease and further providing that in the event of a foreclosure of the mortgage, Lessee will attorn to and recognize as its landlord the owner of such mortgage or the purchaser of the Leased Premises at any foreclosure sale conducted in connection with such mortgage provided that such mortgagee recognizes this Lease and Lessee's rights contained herein.

27. IMMUNITIES/LIMITATIONS ON DAMAGES. Notwithstanding any of the foregoing, nothing in this Agreement shall be construed to limit in any way any immunity or limitations on damages afforded to Lessor, its officers, boards, commissions, Council members, elected and appointed officials, agents and employees, pursuant to federal or state constitutional, statutory, or common law, and nothing in this Agreement may be construed to limit any defense available to Lessor, its officers, boards, commissions, Council members, elected and appointed officials, agents and employees at law or in equity.

In no event shall Lessor or any of its elected officials, officers, staff, council members, agents, servants or employees be liable to the Lessee for any indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this Lease, or to the performance of or breach of any provision hereof. Any damages, if otherwise recoverable, shall be limited to the amount then due pursuant to the provisions of this Lease.

28. CONDITION OF LEASED PREMISES/WARRANTY. Nothing contained herein shall be construed as a warranty that the Leased Premises are in good condition or fit or suitable for the use or purpose for which they are let. No representation on the part of the Lessor, or its Agent, is herein contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running with the land affecting the Leased Premises, and to the extent only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of the County in which the Leased Premises are located, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescriptions and covenants running with the land, and zoning ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee. The Lessee represents unto the Lessor that it has inspected the Leased Premises for any latent or obvious defects in the condition thereof and accepts the Leased Premises in their present condition. The Lessor has made no representations or promises with respect to the condition of the demised Leased Premises except as herein expressly set forth herein.

The Lessor does not warrant, represent or covenant that at the time of the execution of this Lease or anytime thereafter that it has good and marketable title to the Leased Premises or that it is the sole owner of the Leased Premises. It is understood and agreed that the Lessee will obtain for itself any and all policies of insurance to warranty that the Lessor has good and marketable title to the Leased Premises sufficient for the purposes of Lessee.

29. HOLDING OVER. In the absence of any written agreement to the contrary, if Lessee shall remain in occupancy of the Leased Premises after the expiration of the Lease it shall so remain as a tenant from month to month and all provisions of this Lease applicable to such tenancy shall remain in full force and effect, except that the monthly rent hereunder shall be one hundred fifty percent (150%) of the periodic rent which was applicable during the term of the Lease.

30. TITLES. The titles appearing in this Lease are for reference only and shall not be considered a part of this Lease or in any way, modify, amend, or affect the provisions hereof.

31. MEMORANDUM OF LEASE. Lessee shall not record this agreement without the written consent of Lessor. However, each party hereto agrees that at any time on request of the other it will execute a short form or memorandum of this Lease in a form that permits its recordation. The cost of recordation of such memorandum or short form lease shall be borne by the party so requesting the execution of such instrument. Said memorandum or short form of this agreement shall describe the parties, the Leased Premises and the term of this lease and shall incorporate this agreement by reference. In the event recording is necessary, Lessee shall record this lease or said short form at the request of Lessor, and shall pay the cost of recording same.

32. ACCORD AND SATISFACTION. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

33. PARTIAL INVALIDITY. If any provision of this Lease Agreement is invalid or unenforceable to any extent, then the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

34. LESSOR'S CONSENT. Whenever any action or any condition is prohibited or restricted under this lease unless Lessor's consent is secured, or whenever Lessor's consent is required under this lease either expressly or by implication, Lessee agrees that Lessor's decision to consent or not need not be made in accordance with any particular criteria or commercial standards (including "reasonable commercial standards"), that Lessor may make its decision on the basis of any factors which seem relevant to Lessor, and that Lessor's decision, for whatever reason, shall be conclusive and binding on Lessee. Lessor may condition the giving of its consent upon whatever requirements and conditions seems desirable to Lessor regardless of whether Lessor's position and/or the particular requirements and conditions accord with any particular criteria or commercial standards, including reasonable commercial standards.

35. TAXES ON OR IN RESPECT OF RENTALS. In the event of the enactment, adoption or enforcement by any governmental authority (including the United States, any state and any political or governmental subdivision) or any assessment, user fee, levy or tax, whether sales, use or otherwise, on or in respect of the rentals and charges set forth herein, or on or in respect of the

right to lease, use or occupy the Leased Premises and/or the Leased Premises, Lessee shall pay such assessment, user fee, levy or tax to Lessor, or, at Lessor's option, Lessee shall pay such assessment, levy or tax directly to the governmental authority. If such assessment, user fee, levy or tax is imposed upon or in respect of all of the rentals derived from the Leased Premises, or is imposed on or in respect of the Leased Premises as a whole, or is imposed on or in respect of the right to lease, use or occupy the Leased Premises as a whole, the Lessee shall pay to Lessor its prorata share of such assessment, user fee, levy or tax. Notwithstanding the foregoing, this section shall not impose upon Lessee the obligation to reimburse Lessor for any income, gift, inheritance, or estate tax as such taxes are now structured and imposed.

36. TIME OF THE ESSENCE. Time is of the essence with respect to the terms of this Lease.

37. RELATIONSHIP OF PARTIES. Nothing contained herein including but not limited to, the method of computing rent, shall be deemed or construed by the parties hereto or by any third party as creating between the parties hereto the relationship of principal and agent, partnership, joint venture, or any relationship other than the relationship of Lessor and Lessee.

38. LEGAL EXPENSES. In case of employment of an attorney or if suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this agreement, or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed, and a breach shall be established, Lessee shall pay to Lessor all expenses incurred therefor, including a reasonable attorney's fee.

39. CONFIDENTIALITY. Except for information set forth in a recorded memorandum of this Lease and except as necessary to carry out the terms and provisions of this Lease, Lessee and Lessor shall keep the terms, provisions, and conditions hereof confidential.

40. PAYMENT OF EXPENSES. In the event that Lessee fails to pay taxes, insurance premiums, permit fees, utility charges, or any other payments required by it to be made hereunder other than rent, Lessor may make any such payment, and the amount so paid by Lessor for such costs incurred shall be immediately due to Lessor by Lessee, together with interest at the rate of ten percent (10%) per annum from the date such payment or cost was made or incurred by Lessor.

41. FORCE MAJEURE. If Lessor or Lessee is delayed, hindered, or prevented from performing any act required hereunder other than the payment of rent by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, the act, failure to act, or default of the other party, war, or other reason beyond its reasonable control, then performance of the act shall be excused for the period of the delay.

42. WAIVER. No breach of any covenant, term or condition of this lease shall be deemed to have been waived by Lessor, unless Lessor makes such waiver in writing.

43. REMEDIES CUMULATIVE. Tenants agree that all remedies herein given Landlord, including all those not set forth but provided by law shall be cumulative, and the exercise of one or more of such remedies by Landlord shall not exclude the exercise of any other lawful remedy, nor shall any waiver by Landlord, express or implied, or any breach of any term, covenant or condition hereof be deemed a waiver of successor in interest to Tenants, with or without notice shall never be construed as a waiver of any breach of any term, condition, or covenant of this Lease. Failure of Landlord to declare any default upon occurrence thereof, or delay in taking action with respect thereto shall not waive such default, but Landlord shall have the right to declare such default at any time and take such action as may be authorized hereunder, in law or equity, or otherwise. Tenants agree to pay all costs and expenses which may be incurred in connection with the enforcement of any of the provisions of this Agreement.

44. ENTIRE AGREEMENT. This lease constitutes the entire agreement between the parties with respect to the Leased Premises, and no earlier oral or written statements or agreements between the parties shall have any force or effect. Lessee is not relying on any representation or agreement other than those contained in this lease. This lease shall not be modified or canceled except by written instrument signed by both parties, except as otherwise provided herein. Whenever used, the singular number shall include the plural, the plural the singular and gender shall include all genders.

45. OTHER LEGAL EXPENSES. In the event of any litigation arising out of this contract, except as otherwise provided herein, each party shall bear their own respective attorney's fees and court costs.

46. EARLY TERMINATION. Either Lessor or Lessee may, upon no less than one-hundred and twenty (120) days' written notice, cancel this Lease without any obligation for future rent beyond said one-hundred and twenty (120) day period, provided, however, that any other obligations of Lessee hereunder (i.e. indemnities), shall remain in full force and effect pursuant to the provisions hereof. Rent shall continue to be due and payable during said one-hundred and twenty (120) day period.

47. COMMERCIAL LEASE. Landlord and Tenants agree that the property leased herein is leased for commercial purposes only and shall not be used as a "dwelling unit" as defined in Alabama Code (1975) § 35-9A-141(4).

(Signature Lines and Acknowledgments on Following Pages)

IN WITNESS WHEREOF, the said Lessor and Lessee have hereunto set their hands and seals of the 1st day of June, 2012

LESSOR:

CITY OF PRICHARD, ALABAMA,
an Alabama municipal corporation

By: [Signature]
Ronald K. Davis
Its: Mayor

Attest:

[Signature]
Darlene Lewis
City Clerk

LESSEE:

RESTORATION BOYS ACADEMY,
an Alabama non-profit corporation

By: [Signature]
Its: Director

STATE OF ALABAMA

COUNTY OF MOBILE

[Signature] I, the undersigned Notary Public in and for said county and state, do hereby certify that Ron K. Davis, whose name as Mayor of the City of Prichard, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said City on the day same bears date.

Given under my hand and official seal on this the 1st day of June, 2012

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/23/2014

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county and state, do hereby certify that John Young, whose name as Director of RESTORATION BOYS ACADEMY, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such agency/officer/representative and with full authority, executed the same voluntarily for and as the act of said corporation on the day same bears date.

Given under my hand and official seal on this the 1st day of June, 2012.

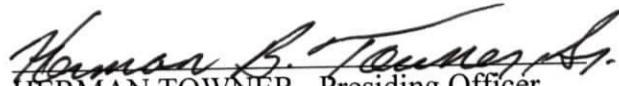
Darlene P. Lewis

NOTARY PUBLIC

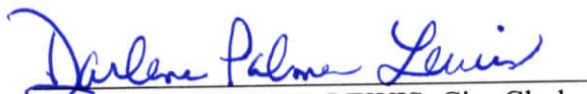
My Commission Expires: 6/23/2014

SECTION 7. This Ordinance shall be effective immediately upon its adoption and publication as required by law.

ADOPTED this the 28th day of June, 2012.


HERMAN TOWNER, Presiding Officer

ATTEST:


DARLENE PALMER LEWIS, City Clerk

APPROVED this the 28th day of Jun3, 2012.


RONALD K. DAVIS, Mayor