

Ordinance No. 23-618 continued on page 7

8. Maintenance and Repair
Tenant shall at its sole cost and expense shall maintain, including landscaping, mowing, and paving, the Premises and make all reasonable and necessary repairs and/or replacements to the improvements and the Premises, including Tenant Improvements and Tenant Trade Fixtures, lighting, signage, landscaping, parking lot, drive aisles, and curb cuts, and all pipes, tubes, and other conduits, facilities, water quality units, and utility lines leading to and from the Premises in good order and repair and free of refuse and rubbish.

9. Common Areas
There are no shared common areas in the Premises.

10. Indemnification
Tenant agrees to indemnify and hold Landlord and its officers, employees, servants, and agents (collectively "Landlord Indemnified Parties") harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from: Tenant's conduct, occupancy or management of Tenant's business; its use of the Premises; construction of improvements by Tenant; any breach on the part of Tenant of any conditions of this Lease; or any negligence or willful misconduct of Tenant, its invitees, guests, agents, servants, contractors or employees in the Premises (collectively "Tenant Parties").

11. Insurance
Tenant agrees that, throughout the Term of this Lease, Tenant will insure the Premises and all improvements, including any personal property of Tenant, with an all-risk policy including all of the risks and perils usually covered by a "special form" policy of commercial property insurance, including extended coverage, vandalism and malicious mischief, for the full replacement costs of said improvements with a deductible not exceeding \$10,000.00 per occurrence.

12. Signs
Tenant shall have the right to erect, affix or display upon the Premises, such sign or signs advertising its business as Tenant may consider necessary or desirable, subject to applicable zoning and sign ordinances and the consent of Landlord and the Economic Development Department (as set forth in Section 6).

13. Casualty Loss
If, at any time during the Term, the improvements shall be damaged in whole or in part by fire, the elements or other casualty, Tenant shall promptly notify Landlord thereof. In such event, Tenant, at Tenant's or its insurer's cost, shall promptly repair said damage and restore the improvements to the same condition which existed immediately prior to the occurrence of such damage.

14. Compliance With Laws
Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, excessively noisy or offensive, or contrary to any law or any regulation, guideline, bylaw or ordinance in force in the state, city or town in which the Premises are situated.

15. Hazardous Substances
As used in this Lease, the term "Hazardous Substance" shall mean: (a) all materials and substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous waste," "toxic chemicals," "solid waste," "infectious waste," or similar terms in (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613), (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), (iii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., or (iv) Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq., (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (b) All materials and substances listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances, as the same may be amended or supplemented from time to time; (c) Any material, waste or substance that is or contains (i) petroleum or petroleum derivatives, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) flammable explosives, (v) radioactive materials, (vi) radon gas, (vii) lead and lead-based paint, (viii) infectious, carcinogenic or mutagenic materials, or (ix) mold in a condition, location or type that may pose a risk to human life or safety or the environment, or that may cause damage to property; and (d) such other substances, materials and wastes that are or become regulated as hazardous or toxic under applicable local, state or federal law.

16. Default
In the event that Tenant shall fail to perform any covenant required to be performed Tenant under the terms and provisions of this Lease, including Tenant's covenant to pay Rent, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days (except as to the non-payment of Rent (which shall be cured within ten (10) calendar days from written notice by Landlord)) or in the event of emergency self-help exercised by Landlord under Section 23, or such additional time as is reasonably required to correct any such default after the service of written notice upon Tenant by Landlord hereto, specifying such failure, Landlord shall, at its option, have, in addition to any other right or remedy available to Landlord by law or in equity, the right (i) to terminate this Lease at the expiration of such thirty (30) day period without liability to Tenant, (ii) to exercise the right of self-help under Section 23, or (iii) to pursue any other lawful or equitable remedy permitted by applicable law (including but not limited to the recovery of possession of the Premises and the collection of attorney's fees and costs incurred by Landlord as a result of such default by Tenant).

17. Force Majeure
In any case where either party hereto is required to do any act, any delays caused by or resulting from acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, unusual government regulations, pandemic, unusually severe weather, or other causes beyond such party's reasonable control ("Force Majeure") shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time, or "a reasonable time," and such time shall be deemed to be extended by the period of such delay, except that Tenant shall not be relieved of its obligation to pay

Rent due to matters of Force Majeure.
21. Quiet Enjoyment
Landlord agrees that if Tenant pays the Rent and performs and observes the agreements, conditions and other provisions on its part to be performed and observed in this Lease, Tenant shall and may peacefully and quietly have, hold and enjoy the Premises during the Term of this Lease and any extensions thereof without any manner of hindrance from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.
22. Notice
Whenever in this Lease it is provided that notice shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice with respect to this Lease or the Premises, each such notice shall be in writing and, except as may be otherwise required by law or statute, shall be given or served as follows:
A. If given or served by Landlord, by mailing the same to Tenant by registered or certified mail, return receipt requested, or by overnight courier, addressed to Peter L. Lowe, Sr., 307 Franklin Street, Huntsville, Alabama 35801, or such other address as Tenant may from time to time designate in written notice to Landlord; or

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B. If given or served by Tenant, by mailing the same to Landlord by registered or certified mail, return receipt requested, or by overnight courier, addressed to Landlord at City of Huntsville, Department of Urban and Economic Development, Attn: Jim McGuffey, 320 Fountain Circle, Huntsville, Alabama 35801, or such other address as Landlord may from time to time designate in written notice given to Tenant.
23. Self-Help
If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord within fifteen (15) days after receipt of an invoice from Landlord therefor and save Landlord harmless therefrom. Notwithstanding the cure periods set forth in Section 17, in the event of an emergency, Landlord shall have the right to exercise its remedy of self-help immediately without providing a thirty (30) day notice of default to Tenant.

24. Surrender. At the expiration of the Term of this Lease, Tenant shall yield the Premises, including any improvements, additions and other improvements made by Tenant (other than Tenant's property and Tenant Trade Fixtures) to Landlord, in reasonable condition, ordinary wear and tear and damage by casualty excepted. Tenant shall remove all of Tenant's property, including Tenant Trade Fixtures, from the Premises and repair any damage to the Premises caused by the removal of such property. Any property of Tenant and Tenant Trade Fixtures not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to Tenant for same.
25. Holding Over. A holding over beyond the expiration of any Term of this Lease shall operate as an extension of this Lease on a month-to-month basis except that Rent shall increase to 110% of the Rent then in effect. The holding over may be terminated by either party at the end of any month by giving thirty (30) days' written notice of termination to the other party and, upon such notice, the Lease shall terminate and Tenant shall vacate the Premises in accordance with Section 24.

26. Miscellaneous
A. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions, and if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby.

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B. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instrument in writing executed by Landlord and Tenant.
C. The titles of the several paragraphs contained herein are for convenience only and shall not be considered in construing this Lease.
D. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively.
E. The failure of either party to this Lease to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants, or conditions.
F. The execution and delivery of the Lease by Landlord is contingent upon approval of this Lease by the City Council of the City of Huntsville.

[SIGNATURE PAGE TO FOLLOW]

Witness:
By: Shaundrika Edwards, City Clerk
By: Peter L. Lowe, Sr., Mayor
Title: City Clerk
Title: Mayor
TENANT:
LONDON COMMERCIAL, L.L.C.,
By: G.W. Jones and Sons Real Estate Investment Company, Inc., an Alabama corporation
Its: Manager

WITNESS our hands and seals as of the 10th day of August, 2023, being the effective date of this instrument for all purposes.

LANDLORD:
CITY OF HUNTSVILLE
a municipal corporation in the State of Alabama
Attest:
By: Shaundrika Edwards, City Clerk
By: Tommy Battle, Mayor
Title: City Clerk
Title: Mayor

TENANT:
LONDON COMMERCIAL, L.L.C.,
By: G.W. Jones and Sons Real Estate Investment Company, Inc., an Alabama corporation
Its: Manager
Witness:
By: Shaundrika Edwards, City Clerk
By: Peter L. Lowe, Sr., Mayor
Title: City Clerk
Title: Mayor

Tenant's obligation to pay the Rent and other charges under this Lease shall survive any termination of this Lease due to Tenant's default. In the event of any default, and upon termination of this Lease by Landlord, Landlord shall be entitled to recover all unpaid Rent for the periods prior to the date of recovery of possession. In addition, Landlord shall be entitled to damages caused by Tenant's default, which damages may, at Landlord's election, be determined on the basis of the present value of all future Rent that would have become payable under this Lease for the next three (3) years of the Term. The parties agree that any damages to Landlord for default by Tenant shall not exceed the total of three (3) years of annual Rent payments, calculated at the then current annual rental rate at the time of Tenant's breach.

In the event that Landlord shall fail to perform any covenant required to be performed by Landlord under the terms and provisions of this Lease, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days, or such additional time as is reasonably required to correct same after service of written notice upon Landlord by Tenant hereto, specifying such failure, Tenant shall have, at its option and as its sole and exclusive remedy hereunder, the right to cure such default of Landlord (upon an additional three (3) business days' written notice to Landlord of Tenant's intent to cure such default, without such cure by Landlord during the three (3) business day period) and offset the actual and verifiable costs of same against the future Rent due and payable by Tenant hereunder.

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Acknowledgement by City of Huntsville, as Landlord.
State of Alabama)
County of Madison)
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of CITY OF HUNTSVILLE, a municipal corporation in the State of Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said municipal corporation as of the day the same bears day.
Given under my hand and seal, this 10th day of August, 2023.

Notary Public
My Commission Expires 01-05-2027
Acknowledgement by Lendon Commercial, L.L.C., as Tenant.
State of Alabama)
County of Madison)
I, the undersigned, a Notary Public in and for said County or Parish and State, do hereby certify that Peter L. Lowe, Sr., whose name as President of G. W. Jones and Sons Real Estate Investment

Company, Inc., an Alabama corporation, in its capacity as Manager of Lendon Commercial, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such President for said corporation and with full authority, executed the same voluntarily for and on behalf of said company on the day the same bears date.

Given under my hand and seal, this 10th day of July, 2023.
Notary Public
My Commission Expires 3-6-27

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Exhibit A: Description of Premises
J.W. Kennedy
And Associates, P.C.
2835 Huntsville Highway,
Fayetteville, Tennessee 37334
931-307-1066

STATE OF ALABAMA
COUNTY OF MADISON
23-044-BOUNDARY
I, J.W. KENNEDY, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT THE SOUTHEAST CORNER OF UNIT "A" OF LONDON COMMERCIAL LAND CONDOMINIUM A PLAT OF SAME RECORDED IN DOCUMENT NUMBER 2021-53548 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY ALABAMA AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:
THENCE FROM THE POINT OF BEGINNING SOUTH 61 DEGREES 12 MINUTES 57 SECONDS EAST A DISTANCE OF 66.32 FEET TO A POINT;
THENCE NORTH 29 DEGREES 34 MINUTES 50 SECONDS EAST A DISTANCE OF 20.16 FEET TO A POINT ON THE WEST MARGIN OF AN ASPHALT WALKING TRAIL;
THENCE ALONG SAID WEST MARGIN AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 107.26' AND A DELTA ANGLE OF 44 DEGREES 11 MINUTES 03 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 51 MINUTES 00 SECONDS EAST 80.68' TO A POINT;
THENCE NORTH 64 DEGREES 06 MINUTES 42 SECONDS EAST A DISTANCE OF 64.62 FEET TO A POINT;
THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 80.13' AND A DELTA ANGLE OF 61 DEGREES 22 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 14 MINUTES 15 SECONDS EAST 81.79' TO A POINT;
THENCE NORTH 01 DEGREES 44 MINUTES 43 SECONDS WEST A DISTANCE OF 83.84 FEET TO A POINT;
THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 565.90' AND A DELTA ANGLE OF 06 DEGREES 01 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 22 MINUTES 27 SECONDS WEST 59.54' TO A POINT;
THENCE NORTH 10 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 42.25 FEET TO A POINT;
THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 223.67' AND A DELTA ANGLE OF 24 DEGREES 11 MINUTES 34 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 23 MINUTES 38 SECONDS WEST 93.75' TO A POINT;
THENCE NORTH 09 DEGREES 05 MINUTES 06 SECONDS EAST A DISTANCE OF 33.50 FEET TO A POINT;
THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 20.00' AND A DELTA ANGLE OF 27 DEGREES 33 MINUTES 23 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 41 MINUTES 36 SECONDS WEST 9.53' TO A POINT;
THENCE NORTH 19 DEGREES 35 MINUTES 40 SECONDS WEST A DISTANCE OF 25.40 FEET TO A POINT ON THE EAST BOUNDARY OF SAID UNIT "A";
THENCE SOUTH 10 DEGREES 06 MINUTES 55 SECONDS WEST AND ALONG THE SAID EAST BOUNDARY A DISTANCE OF 46.35 FEET TO A POINT;
THENCE SOUTH 18 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 111.14 FEET TO A POINT;

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THENCE SOUTH 24 DEGREES 39 MINUTES 31 SECONDS WEST A DISTANCE OF 141.39 FEET TO A POINT;
THENCE SOUTH 23 DEGREES 26 MINUTES 59 SECONDS WEST A DISTANCE OF 133.81 FEET TO A POINT;
THENCE SOUTH 26 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 98.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.99 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY BEING A PORTION OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2007-88910 RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ORDINANCE NO. 23-619
BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the property described below is hereby declared surplus and no longer needed for a municipal purpose or public use, and to be donated to the Alabama School of Cyber Technology and Engineering.
Equipment# 01714, 2005 Ford Crown Victoria
VIN # 2FAFP71W65X149349
ADOPTED this the 10th day of August, 2023.
/s/ John Meredith
President of the City Council of the City of Huntsville, Alabama
APPROVED this the 10th day of August, 2023.
/s/ Tommy Battle
Mayor of the City of Huntsville, Alabama

ORDINANCE NO. 23-629
BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:
Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that SCG BR HAYS FARM, is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:
PREPARED BY:
Brian P. Cain, Esq.
High Sky Zastoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, GA 30339
(770) 956-9600

STATE OF ALABAMA
COUNTY OF MADISON
QUITCLAIM RELEASE DEED OF EASEMENT
KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and no/100 (\$10.00) and other good and valuable consideration, the CITY OF HUNTSVILLE, an Alabama municipal corporation, ("Grantor"), in hand paid by SCG BR HAYS FARM, L.P., a Delaware limited partnership ("Grantee"), the receipt whereof is hereby acknowledged, Grantor does hereby remise, release, quitclaim and convey unto the said Grantee all of its right, title, interest, and claim in and to the real estate situated in the County of Madison, State of Alabama and being more particularly described in Exhibit "A" attached hereto and incorporated herein and being depicted in Exhibit "B" attached hereto and incorporated herein ("Property"), to-wit:

TO HAVE AND TO HOLD the same unto the said Grantee, and to its heirs, successors and assigns, so that neither Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed by its Mayor and City Clerk, pursuant to Ordinance No. 23-629, as of this 10th day of August, 2023.

CITY OF HUNTSVILLE, an Alabama municipal corporation
By: Tommy Battle, Mayor

ATTEST:
By: Shaundrika Edwards, City Clerk

Branch-Hays Farm/Quitclaim Deed to Vacate Easement on Lot 5 - Branch_Hays Farm/pg. 1/8/3/2023

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