

STATE OF ALABAMA
COUNTY OF BALDWIN

FIRST LEASE ADDENDUM

This Addendum is made by and between **Medistat Properties, L.L.C.**, an Alabama limited liability company (hereinafter "Medistat"), and **The City of Foley**, an Alabama municipal corporation (hereinafter called "Tenant").

RECITALS

WHEREAS, the Tenant is a party to a commercial lease agreement dated May 17, 2011 that it initially entered into with Mark Acker, Timothy Fickling and Daniel Newman as the owners of the real property located at 110 East Azalea Avenue, Foley, Alabama (hereinafter, the "Lease Agreement"); and

WHEREAS, Mark Acker, Timothy Fickling and Daniel Newman subsequently conveyed the real property located at 110 East Azalea Avenue, Foley, Alabama to Medistat by deed dated June 2, 2011; and

WHEREAS, Medistat, as the successor-in-interest to Mark Acker's, Timothy Fickling's and Daniel Newman's ownership interest in the subject real property, is now the "Landlord" in the Lease Agreement with Tenant; and

WHEREAS, Medistat pledged or assigned some or all of its rights under the Lease Agreement to one or more of its lenders or creditors; and

WHEREAS, Medistat and Tenant wish to make certain amendments, supplements, and modifications to the Lease Agreement, and wish to acknowledge the relations of the parties, by executing this First Lease Addendum; and

WHEREAS, unless otherwise provided herein, terms that were defined in the Lease Agreement shall continue to have the same meanings and definitions when used in this First Lease Addendum;

NOW THEREFORE, for valuable consideration paid by each of the parties to the other, receipt of which is hereby acknowledged, it is hereby agreed between the parties as follows:

1. **RECITALS.** The above recitals are hereby incorporated by this reference as a guide and as an aid to the proper construction and interpretation of this First Lease Addendum in the event of any ambiguity or disagreement.

2. **LANDLORD.** The term "Landlord," as defined in the introductory paragraph of the Lease Agreement and as used throughout the Lease Agreement, is hereby amended to delete the names "Mark Acker, Timothy Fickling and Daniel Newman" and to substitute in their place "Medistat Properties, L.L.C., and Alabama limited liability company."

3. **TERM AND RENT.** Subparagraphs 2(b) and 2(c) of the Lease Agreement are hereby deleted in their entirety and replaced with the following:

(b) Landlord intends to establish a specialty pharmacy and related business (the "Medistat Business") on the premises located at 110 East Azalea Avenue, Foley, Alabama (excluding the demised Premises). Landlord further intends for the Medistat Business to employ at least twenty (20) full time employees, including at least two (2) pharmacists, on said premises during the term of this lease.

(c) Notwithstanding any provision of this lease to the contrary, Landlord agrees that Tenant may, in Tenant's sole discretion, terminate this lease by written notice to Landlord if, at any time after the first six (6) months of the term of this lease, the Medistat Business fails to employ at least twenty (20) full-time employees, including at least two (2) pharmacists, on said premises located at 110 East Azalea Avenue, Foley, Alabama.

4. **ASSIGNMENT.** Consistent with the rights of the Landlord as expressed in Paragraph 32 of the Lease Agreement, Tenant hereby expressly consents to the Landlord's previous or future assignments of its rights under the Lease Agreement and this First Lease Addendum to its lenders and creditors, including, without limitation, its assignment to Bryant Bank.

5. **EFFECTIVE DATE.** This First Lease Addendum shall be deemed effective as of June 2, 2011 which was the date that Medistat acquired title to the subject real property and became the Landlord under the Lease Agreement by operation of law as successor-in-interest to the subject real property.

6. This First Lease Addendum may be executed in more than one counterpart, and each such counterpart shall be deemed to be an original document. Facsimile signatures shall be binding and deemed as originals.

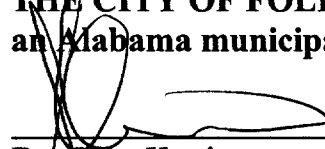
7. In case of any conflict between the provisions of this First Lease Addendum and the Lease Agreement, the provisions of this First Lease Addendum shall prevail.

8. All other terms and conditions set forth in the Lease Agreement, except as expressly modified by this First Lease Addendum, remain in full force and effect.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this document on the dates shown below.

TENANT:

**THE CITY OF FOLEY,
an Alabama municipal corporation**


By: John Koniar

As Its: Mayor

Date: 12/15/2011

ATTEST:



By: Vickey Southern

As Its: City Clerk


Date: 12-15-11

**STATE OF ALABAMA
COUNTY OF BALDWIN**

The undersigned, a Notary Public in and for the above state and county, hereby certify that John Koniar and Vickey Southern, the Mayor and City Clerk, respectively, of the City of Foley, Alabama, an Alabama municipal corporation, and who are known to me, acknowledged before me that being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal on this the 15th day of December,
2011.


[SEAL]

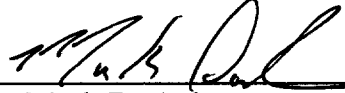


Notary Public

My Commission Expires: 6-18-2012

LANDLORD:

**MEDISTAT PROPERTIES, L.L.C.,
an Alabama limited liability company**



By: Mark D. Acker

As Its: Managing Member

Date: 11/4/12

STATE OF ALABAMA
COUNTY OF BALDWIN

The undersigned, a Notary Public in and for the above state and county, hereby certify that Mark D. Acker whose name is signed to the foregoing as Managing Member of Medistat Properties, L.L.C., an Alabama limited liability company, and who is known to me, acknowledged before me that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal on this the 4th day of January 2012,
20__.

[SEAL]



Notary Public

My Commission Expires: 4/26/12



RESOLUTION NO. 4753-11

APPROVES MEDISTAT'S LEASE ADDENDUM

WHEREAS, the City of Foley entered into a commercial lease agreement dated May 17, 2011 that it initially entered into with Mark Acker, Timothy Fickling and Daniel Newman as owners of real property located at 110 East Azalea Avenue, Foley, Alabama, and who conveyed the property to Medistat by deed dated June 2, 2011, and

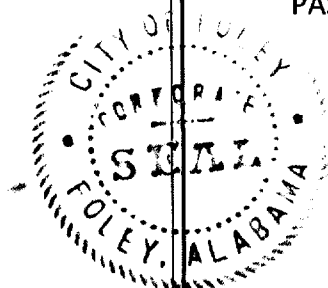
WHEREAS, Medistat has now the landlord in the Lease Agreement with the City and both parties wish to make certain amendments, supplements and modifications to the Lease Agreement.

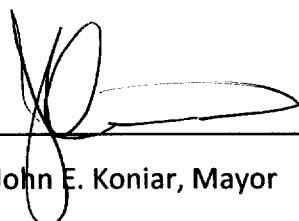
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor and City Clerk to execute Medistat's First Lease Addendum as set forth in the Addendum and which is hereby made a permanent part of this resolution upon its adoption.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.


PASSED, ADOPTED AND APPROVED THIS 5th day of December, 2011.





John E. Koniar, Mayor

ATTEST:



Vickey Southern, CMC
City Clerk