

STATE OF ALABAMA
COUNTY OF BALDWIN

COMMERCIAL LEASE AGREEMENT

This Lease is made this the 17th day of May, 2011, by and between Mark Acker, Timothy Fickling and Daniel Newman (hereinafter called "Landlord"), whose address is 110 East Azalea Avenue, Foley, Alabama 36536 and The City of Foley, an Alabama Municipal Corporation (hereinafter called "Tenant"), whose address is 407 East Laurel Avenue, P.O. Box 1750, Foley, AL 36536.

WITNESSETH:

That the Landlord does hereby demise and let unto the Tenant the following described real property in Baldwin County, Alabama, to-wit (the "Premises" or the "Storage Facility"):

1. DESCRIPTION:

The portion of the building owned by Landlord located at 110 East Azalea Avenue, Foley, Alabama as delineated on the attached Exhibit "A", comprising approximately 6,568 interior square feet.

2. TERM AND RENT:

(a) The term of this lease is five (5) years beginning on June 1, 2011 and ending on May 31, 2016. In consideration of Tenant's continuous use and occupancy of the demised Premises, and subject to the terms hereof, Tenant agrees to pay Landlord the sum of \$2,750.00 per month, payable monthly in advance commencing on 1st day of June, 2011, and a like payment on the first day of each month thereafter during the term hereof. All payments shall be hand delivered or mailed by first class United States mail, postage prepaid to the address listed above on or before the due date hereof.

(b) Landlord intends to form Medistat, LLC, an Alabama limited liability company and further 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) pharmacist, 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, Landlord or Medistat, LLC fail to employ at least twenty (20) full-time employees, including at least two (2) pharmacist, on said premises located at 110 East Azalea Avenue, Foley, Alabama.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

3. Tenant agrees that the Storage Facility will be restricted to the area identified in Exhibit "A" hereto. Tenant acknowledges that it will not have a key to nor will it be provided access to those portions of the building outside of the demised Premises without the consent of Landlord. The Storage Facility shall be operated between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

4. The Tenant acknowledges that it will have no involvement whatsoever with the Medistat Business operation to be located in the remaining portion of the building located at the Premises.

5. POSSESSION:

The Landlord covenants that the Tenant, so long as Tenant is meeting all of its obligations under the terms and conditions of this Lease and performing all of the covenants and agreements contained herein, shall peaceably and quietly have, hold and enjoy the demised Premises. However, Tenant acknowledges that it shall have keys to only the door of the demised Premises portion of the building and all City access and public access to the Storage Facility shall be

restricted to said doors. Tenant further agrees that all keys will be secured in the hands of as few people as practicable, preferably to no more than two (2) long-time trusted employees of Tenant. Tenant further agrees to assure that all keys be returned to Landlord upon termination of the lease.

6. ALTERATIONS:

Tenant will make no alterations to the portion of the building designated as the demised Premises and will not paint any part of the improvements thereon without the prior written consent of the Landlord.

7. ADDITIONAL TENANT AND LANDLORD DUTIES:

Tenant will replace all keys lost or broken. Tenant will keep the interior of the Premises (as such Premises are defined on Exhibit "A"), in good order, ordinary wear and tear excepted.

Tenant shall maintain the demised Premises utilized by the employees of Tenant in a clean and neat condition, storing all trash, garbage and rubbish in closed containers or dumpsters providing for prompt and regular removal of same, and Tenant shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the Premises. Any third party janitorial service utilized by Tenant shall be licensed and bonded and Landlord shall have the right to require approval of said service prior to their entry upon the Premises.

8. DEFAULT:

Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Landlord's option), the Landlord shall have the right at the option of the Landlord to: (1), annul and terminate this lease, and thereupon re-enter and take possession of the Premises: or (2), re-enter and re-let the Premises from time to time, as agents of the Tenant, and such re-entry and/or re-letting shall not discharge the Tenant from any liability or obligations hereunder, except that utilities or other charges collected as a result of such re-letting shall be a credit on the Tenant's liability for utilities or other charges under the terms of this lease. Nothing herein, however, shall be construed to require the Landlord to re-enter and re-let in such event. Nor shall anything herein be construed to postpone the right of the Landlord to sue for rent, utilities ,or other charges, whether matured by acceleration or otherwise, but on the contrary the Landlord is hereby given the right to demand, collect and/or sue therefore at any time after default.

- (a) In the event the Tenant should fail to pay any one or more of the installments of rent, utilities or other charges as and when the same becomes due, or fail to pay on demand any amount due Landlord and secured as additional rent hereunder.
- (b) In the event Tenant removes, attempts to remove or permits to be removed from the Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Tenant brought thereon.
- (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lease brought on the Premises or upon the interest of the Tenant in this lease.
- (d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Tenant or the Tenant is adjudged a bankrupt.
- (e) In the event an assignment for the benefit of creditors is made by the Tenant.
- (f) In the event of the appointment of a Receiver of Tenant's property.
- (g) In the event the Tenant, before the expiration of said term, without the written consent of the Landlord, vacates the Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use Premises for the purposes herein specified.
- (h) In the event that Tenant shall cause or allow a mechanics' and materialmen's lien to accrue against the Premises.
- (i) In the event the Tenant violates any of the other terms, conditions or covenants on the part of the Tenant herein contained.

9. IMPROVEMENTS:

All improvements and additions to the leased Premises shall adhere to the Premises, and become the property of the Landlord, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the

Tenant, and may be removed by the Tenant upon the expiration of this lease, provided all terms, conditions and covenants of the within contract have been complied with by the Tenant and said Tenant restores the building and premises to its original condition, natural wear and tear, excepted.

10. FIRE/WIND AND OTHER CASUALTIES:

(a) If the Premises shall be damaged or destroyed by fire, flood, wind-storm, riot, insurrection or other cause, without fault of the Tenant, then, and in the event, the Landlord shall have the option within sixty (60) days from the time such damage shall have occurred to elect whether Landlord shall or shall not repair and restore said building to its original shape and condition, and the Tenant shall be notified of such election in writing. Should Landlord elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from the time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed. Landlord's decision not to repair and restore the building is in Landlord's sole discretion. Should fire, wind, or other casualty damage or destroy the demised premises by ten percent (10%) or more, Landlord may elect to terminate the Lease without penalty or charges by written notice to Tenant provided within said sixty (60) day period.

(b) Should Landlord fail to elect to repair or restore the Premises or to terminate this lease by written notice to Tenant as provided in the preceding paragraph 10(a), Tenant may at Tenant's election, within thirty (30) days from the expiration of said sixty (60) day period, either terminate this lease or elect to repair or restore the demised Premises at Tenant's own expense, provided that notification of such election shall be given to Landlord in writing; and provided that if Tenant elects to repair or restore the demised Premises such repairs or restoration shall be commenced immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent shall be allowed from the time such damage occurs until the repairs or restoration are completed.

11. NOTICES:

Except under those circumstances where it is requisite that notice be given to the Tenant at the Premises; any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Landlord or for the Tenant, shall be in writing, and may be served or delivered in person, or by prepaid U.S. registered or Certified mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing and as to the Landlord, a copy shall be mailed or delivered to Landlord.

12. SIGNS:

Tenant agrees that any signage will be placed so that it does not cover, block or detract from the the Medistat Business signage. Tenant agrees that prior to erecting any signage it will first obtain Landlord's approval of the signage and its location. Tenant also agrees at the expiration of the lease term to remove all signage which it has erected and to promptly repair any damage caused to the building or the demised premises to the reasonable satisfaction of the Landlord.

13. ATTORNEY'S FEE:

In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Premises, or for advice or service incident to the breach of any other condition of this lease by the Tenant, or on account of bankruptcy proceedings by or against Tenant, or legal process being issued against the furniture and effects of the Tenant, located upon the Premises, or the leasehold interest of the Tenant, the Tenant agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease.

14. EASEMENTS:

No representation on the part of the Landlord, is here contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements prescriptions, or covenants running with the land effecting the 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 Premises are located, the Tenant takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescription and covenants running with the land, and zoning ordinances, and to indemnify and hold the Landlord harmless for any violations or breaches

thereof by said Tenant. Landlord reserves the right to change the location of improvements, parking spaces, parking entrances and access to the Premises.

15. INDEMNITY:

The Tenant will indemnify and save harmless the Landlord from and against any loss, damage, liability and expense (including, without limitation, court costs, reasonable expert witness fees and reasonable attorney's fees) for actions of any kind or nature, by reason of any breach, violation or non-performance or any condition hereof on the part of the Tenant, including, but not limited to, any negligent act or omission on the part of the Tenant, its agents, invitees, subcontractors or employees. The Tenant will indemnify, protect and save harmless Landlord herein from any loss, damage or expense caused by injuries to persons or property, while in, on or about the premises; and any and all property of said Tenant which may be located or stored in the premises shall be at the sole risk of said Tenant.

Tenant shall relieve Landlord of all liability for loss or damage to Tenant's property, including loss of use and/or any deductibles thereof, whether real or personal, and whether due to any act of commission or omission of Landlord caused by fire and/or the other perils covered by the insurance Tenant obtains. If permitted without cost to Tenant, Tenant's property coverage will be endorsed to allow for Tenant's waiver of subrogation as noted herein if the policy does not automatically allow Tenant to waive subrogation.

16. LIABILITY INSURANCE AND TAXES:

Tenant shall be solely responsible for any ad valorem taxes levied upon its personal property, machinery, equipment and/or inventory. Landlord shall be solely responsible for all ad valorem taxes associated with real property and improvements thereon.

Further, Tenant shall be responsible for acquiring insurance on personal property, machinery, equipment, tools and inventory, if desired. Landlord shall have no responsibility for insuring Tenant's personal property, tools, equipment, machinery and inventory. Landlord shall be responsible for insuring the Premises on an all-risk basis in an amount not less than its replacement value. Further, Tenant shall maintain a public liability policy of not less than \$1,000,000.00 and name Landlord as an additional insured on such policy and provide Landlord with proof that insurance is in force. Said insurance shall be non-cancellable without written notice to Landlord thirty (30) days prior to cancellation.

17. LANDLORD'S RIGHTS CUMULATIVE:

The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Landlord.

18. SEVERABILITY:

If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

19. HOLDING OVER:

Any holding over after the expiration of the term hereof, without the consent of the Landlord, construed to be a tenancy from month-to-month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to Two Thousand Seven Hundred and Fifty Dollars and No/100 Dollars (\$2,750.00) per month, but nothing in this section shall be construed as consent by Landlord to any holding over or as a waiver of any rights of Landlord otherwise provided for herein. If the Tenant continues to remain in the Premises after the expiration of the said term or after a forfeiture incurred, the Landlord, at any time, whether rent has been accepted by the Landlord or not, reserves the unqualified right, or option to notify the Tenant in writing of his election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which

said notice is given, unless less than ten (10) days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

20. **CONDITION:**

Nothing herein contained shall be construed as a warranty that the Premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Landlord has not made any representation or promise with respect to the condition or suitability of the Premises except as herein expressly set forth. Tenant acknowledges it has had an opportunity to fully inspect the demised premises and accepts the real property and improvements in its "AS IS" condition.

21. **MAINTENANCE & REPAIRS:**

Landlord shall maintain and keep in good repair the roof and exterior walls of the building that includes the Premises, as well as the plumbing, HVAC Heating, and Electrical systems.

Lessor reserves the right after reasonable notice and at any time to enter upon the premises itself, its workmen, contractors, architects, artisans, and laborers, to make such repairs and to do such work on or about the premises as Landlord may deem necessary or proper, or that Landlord may be lawfully required to make. Should the Tenant fail to make any repairs, replacements or fail to undertake any maintenance agreed to by it under this lease, the Landlord may enter the premises and make such repairs, replacements and undertake such maintenance under the same conditions thereinabove set out, and the cost thereof shall be payable by the Tenant on demand, together with interest at the highest legal rate not to exceed 15% per annum and which said sum shall be secured as additional rent under the terms of this lease. It is understood that the HVAC, plumbing and electrical systems shall be in good working order at commencement of lease and maintained by Landlord during the term of the Lease.

22. **INSPECTION:**

Landlord reserves the right to visit and inspect the Premises at all reasonable times, and to show said premises to prospective Tenants and purchasers, and to display "For Sale" signs on said premises, and during the last 6 months of this lease to display "For Rent" signs on said premises.

23. **EMINENT DOMAIN:**

If the whole of the Premises shall be taken by Federal, State, County, City, public utility, or other authority "Public Authority" for Public use or under any statute, or by right of eminent domain, then when possession shall be taken there under of the Premises, the term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate, and the Tenant shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefore except that the rent shall be adjusted as of the date of such termination of the lease. If but a part of the Premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to the property remaining, and provided such property remaining is capable of continued use and enjoyment by the Tenant for the uses and purposes provided for hereunder, and the Tenant shall not be entitled to any award that may be made for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Tenant. The rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of said remaining property.

24. **CONDEMNATION:**

In the event the improvements on the Premises are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Landlord has the option or election to (a) terminate this lease as herein provided, or (b) make the required repairs. If the Landlord elects to terminate this lease he shall give notice thereof in writing to the Tenant within thirty (30) days of the date of the receipt of the order of condemnation from the Public Authority, and the Tenant shall then have thirty (30) days from the receipt of the Landlord's notice to exercise to (a) surrender possession of the Premises or (b) continue in possession and make the required repairs at the Tenant's expense. If the repairs are made by either the Landlord or Tenant, as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent. PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Landlord's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such

condemnation both as to the facts and the authority of the Public Authority, and in that event the options or elections here in above provided for shall be exercisable in the manner above provided, only after the matters of the Landlord's notice to terminate. The Landlord shall give notice to the Tenant of his election to contest the order of condemnation within thirty (30) days after receipt of same.

25. **SAFETY:**

If any Public Authority requires structural or other repairs or changes to the Premises here demised, (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all or any of which are required by virtue of the Tenant's use of the Premises other than as a storage facility, then such changes, repairs, additions, shall be promptly made after notice thereof, solely at the Tenant's expense, and upon the Tenant failing or refusing to do so, the Landlord may (a) consider this lease in default, or (b) make such repairs, changes, additions, at the Tenant's cost and expense and such sums so expended together with interest thereon at the highest legal rate, not to exceed 15% per annum, shall be payable on demand and be secured as additional rent hereunder.

26. [Intentionally Deleted]

27. **ADJOINING PROPERTY:**

Landlord does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure which may exist or be erected adjacent to the Premises shall in no ways affect this lease, or impose any liability on Landlord.

28. **RIDERS:**

All riders attached hereto are by reference made a part hereof and any terms or conditions of such rider, in conflict or inconsistent with the printed lease, shall supersede and control.

29. **CAPTIONS:**

The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.

30. **LIMITATION OF LIABILITY:**

Tenant agrees that there shall be absolutely no personal liability on the part of the Landlord with respect to any of the terms, covenants and conditions of this Lease. Tenant shall look solely to the interest of the Landlord in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach of the Landlord, its successor and assigns, of any of the terms, covenants and conditions of this lease to be performed by the Landlord.

31. **ENVIRONMENTAL INDEMNIFICATION BY TENANT:**

Tenant shall unconditionally indemnify, defend and hold Landlord harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which solely arise from or are related to Tenant's use of the Premises and (1) the imposition or recording of a lien, the incurring of costs or required repairs, clean up or detoxification and removal under any Hazardous Materials Law with respect to the Premises or liability to any third party in connection with any violation of a Hazardous Materials Law by Tenant; (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises unto the environment arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by Tenant at the Premises; (3) loss of value of the Premises as a result of any such lien, clean up, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by the use of any such hazardous or toxic substance, pollutants, contaminants, or wastes after the commencement date of this lease; and (4) foreseeable and unforeseeable incidental and consequential damages related to the foregoing. Such indemnification shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Tenant shall not be responsible for the condition of the Premises which existed prior to the date of the execution of this lease.

32. **ASSIGNMENT/SUBLEASING:**

Landlord may assign, mortgage, sell or otherwise transfer the premises or any of its interest under this lease, provided that the Tenant's rights under this lease, including Tenant's rights of termination pursuant to section 2(c), shall continue in full force and effect. This lease shall not be subject to assignment or subletting by Tenant without the Landlord's prior written consent, not to be unreasonably withheld.

33. **RELATIONSHIP OF PARTIES:**

Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the provisions contained in this lease nor any acts of the parties hereto, shall be deemed to create any relationship between the parties other than that of landlord and tenant.

34. **UTILITIES:**

Landlord is responsible for the payment of gas, water, and electric service to the Premises. Tenant is responsible for all other utilities services that Tenant may require to the demised Premises.

35. **SECURITY:**

Tenant shall be responsible for it's own security.

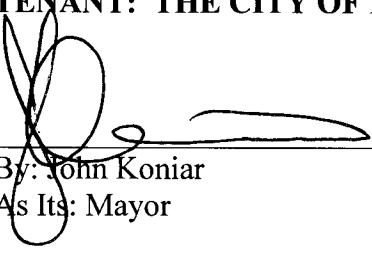
36. **CONSTRUCTION; DISPUTE RESOLUTION:** This agreement is to be construed under the Laws of the State of Alabama with venue in the appropriate jurisdictional court in Baldwin County, Alabama

36. **NON-INTERFERENCE:**

Tenant acknowledges and agrees that it will take all steps so as to assure that its use of the demised Premises as a Storage Facility does not unreasonably interfere or restrict the Medistat Business and its related functions.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed THESE PRESENTS in triplicate by affixing hereunto their respective hands and seals on the day and date first above set forth.

TENANT: THE CITY OF FOLEY, ALABAMA


By: John Koniar
As Its: Mayor

Date: 5/17/2011

ATTEST:

Victoria Southern

Date: 5-17-11

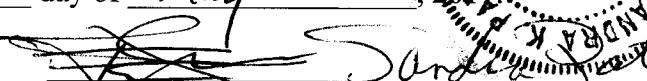
By: _____
As Its: City Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

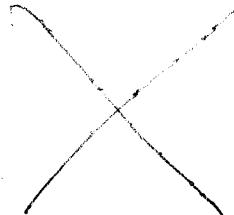
The undersigned, a Notary Public in and for the above state and county, hereby certify that John Koniar and Victoria Southern, the Mayor and City Clerk, respectively, of the City of Foley, Alabama, an Alabama municipal corporation, and who were known to me as the persons and officers described herein, 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 official seal, this the 17 day of May

[SEAL]


Notary Public

My Commission Expires: 4/20/15 6-18-2012



LANDLORD:

Mark Acker

Date: _____

Timothy Finkling

Date: 5/10/11

— 7 —

Daniel Newman

Date: 5/10/11

STATE OF ALABAMA
COUNTY OF BALDWIN

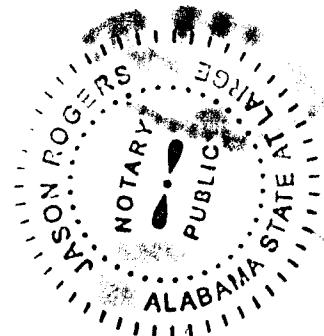
I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that Mark Acker, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 11 day of May, 2011.

~~NOTARY PUBLIC~~

My commission expires:

(Notary Seal)



STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that Timothy Finkling, whose name 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 the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 11 day of May, 2011.


NOTARY PUBLIC
My commission expires: 4/20/15
(Notary Seal)



STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that Daniel Newman, whose name 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 the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 11 day of May, 2011.


NOTARY PUBLIC
My commission expires: 4/20/15
(Notary Seal)



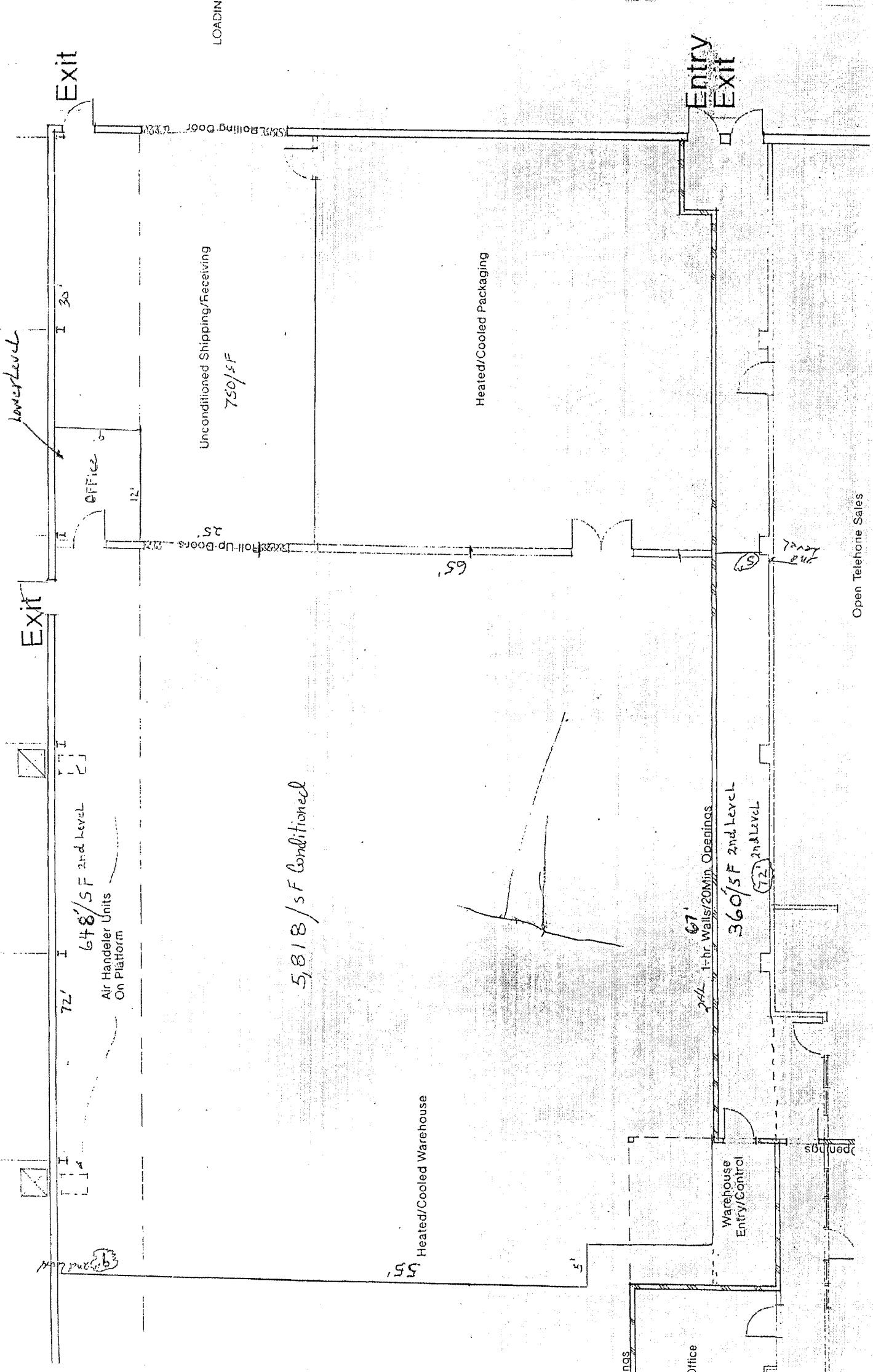
Doc. 287886/2

EXHIBIT A
DEMISED PREMISES

See attached.

Doc. 287886

EXHIBIT "A"



RESOLUTION NO. 4488-11

**APPROVING LEASE AGREEMENT
FOR STORAGE**

WHEREAS, Mark Acker, Timothy Fickling and Daniel Newman have purchased the property located at 110 East Azalea Avenue, Foley, Alabama, and

WHEREAS, they are willing to enter into a five year lease agreement with the City of Foley based upon certain requirements listed in the lease agreement.

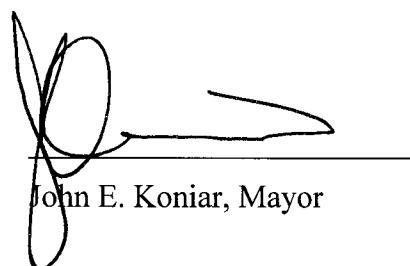
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to enter into a five-year lease agreement based upon the terms and conditions of the Commercial Lease Agreement, which is hereby made a permanent part of the resolution upon its adoption.

SECTION 2: Amends the budget for the monthly cost for the five-year lease in the amount of \$2,750 or \$11,000 from June 1, 2011 through September 31, 2011, and includes the monthly cost for the future remaining period of the lease accordingly. The rental space includes approximately 6830 square feet.

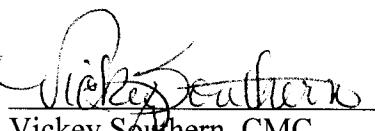
SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED THIS 4th day of May, 2011.



John E. Koniar, Mayor

ATTEST:



Vickey Southern
Vickey Southern, CMC
Assistant City Clerk