
LEASE AGREEMENT

Dated June 1, 2019



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Shelby Cnty Judge of Probate, AL
06/13/2019 02:51:26 PM FILED/CERT

By and between

THE SHELBY COUNTY PUBLIC BUILDING AUTHORITY

and

SHELBY COUNTY, ALABAMA

Pursuant to Article 11 hereof, the Building Authority and the Lessee have terminated that certain Lease Agreement dated as of November 1, 1992 by the Building Authority and the Lessee, recorded as Instrument No. 1992-29842 in the Office of the Judge of Probate of Shelby County, Alabama.

MAYNARD
COOPER GALE

Heyward C. Hosch
Barry A. Staples
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203

STATE OF ALABAMA

SHELBY COUNTY

LEASE AGREEMENT

June 1, 2019

This Lease Agreement is made by and between:

Building Authority: The Shelby County Public Building Authority, an Alabama public corporation, and its successors and assigns

Lessee: Shelby County, Alabama, a political subdivision of the State of Alabama


Recitals

Pursuant to and for the purposes expressed in Chapter 15 of Title 11 of the Code of Alabama 1975 (the "Enabling Law"), the Building Authority and the Lessee have executed and delivered this Lease Agreement simultaneously with the issuance and sale by the Building Authority of its Building Revenue Warrants (DHR Project), Series 2019, dated the date of delivery under and pursuant to that certain Mortgage and Deed of Trust dated June 1, 2019 from the Building Authority to Regions Bank, as trustee, to finance the acquisition, construction and installation of a "project" within the meaning of the Enabling Law, as more particularly described in said Mortgage.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the Building Authority and the Lessee hereby covenant, agree and bind themselves as follows:

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby covenant, agree and bind themselves as follows, to-wit:



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ARTICLE 1

DEFINITIONS AND REPRESENTATIONS

SECTION 1.1 Incorporation of Defined Terms in Mortgage

Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Mortgage.

SECTION 1.2 Definitions of Certain Terms

The following words, terms or phrases, when used in this Lease Agreement, have the following meanings, unless the context clearly indicates a different meaning:

Additional Rent means the payments to be made under Section 3.2(b) hereof.

Basic Rent means the payments to be made under Section 3.2(a) hereof.

Building shall mean, collectively, all buildings, structures and fixtures at any time located on the Building Site.

Building Site shall mean the real property described on Exhibit A, together with all tenements, hereditaments, appurtenances, easements, rights, privileges, and immunities thereunto belonging or appertaining.

Equipment shall mean, collectively, all equipment and personal property (including without limitation any thereof acquired in substitution, renewal or replacement) used or useful, or having the present capacity for future use, in connection with the Building and located in, on or about the Building, or on the Building Site.

Fiscal Year means the period beginning October 1 and ending on the then succeeding September 30, or any other fiscal year adopted by the Lessee.

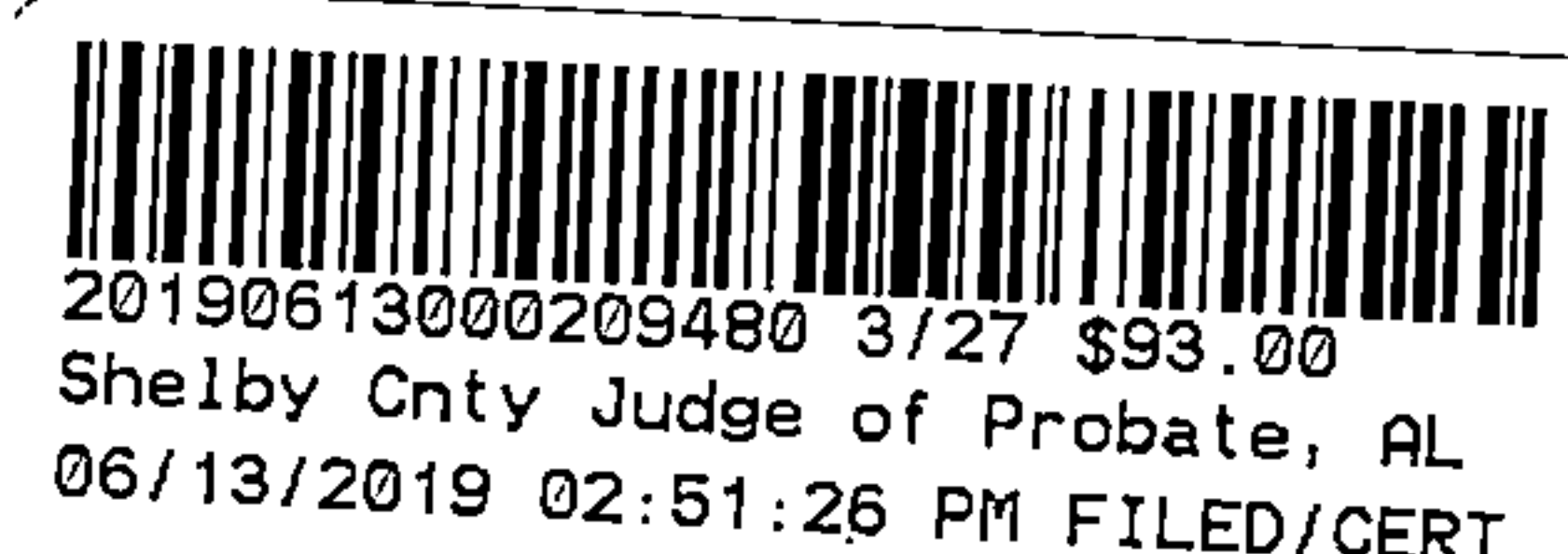
Independent Architect means a person registered and qualified to practice as an architect under the laws of the State, satisfactory to the Trustee, and not in the full-time employment of either the Building Authority or the Lessee.

Independent Engineer means a person registered and qualified to practice as an engineer under the laws of the State, satisfactory to the Trustee, and not in the full-time employment of either the Building Authority or the Lessee.

Lease Agreement means these presents as supplemented and amended by the Building Authority and the Lessee pursuant to the Mortgage.

Lease Term means the current Fiscal Year ending September 30, 2019 and any subsequent Fiscal Year for which the Lessee has exercised its option to renew under Section 3.1 hereof.

Mortgage means the Mortgage and Deed of Trust dated June 1, 2019 by the Building Authority and the Trustee, as at any time amended, restated or supplemented.



Net Loss Proceeds, when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all reasonable expenses (including reasonable attorneys' fees and any extraordinary fee of the Trustee) incurred in the collection of such gross proceeds.

Project shall mean, collectively, the Building, the Building Site and the Equipment.

Project Revenues means the income and revenues derived by the Lessee from the sublease of the Project pursuant to the Sublease Agreement or any other agreement made by the Lessee for the occupancy and use of the Project.

State means the State of Alabama.

Sublease Agreement shall mean the Sublease Agreement dated June 1, 2019 with respect to the Project by the Lessee, as sublessor, and the Sublessee, as sublessee.

Sublessee shall mean the State of Alabama, acting by and through the State Department of Human Resources thereof, and any successor to the duties and functions of the State Department of Human Resources.

Trustee shall mean Regions Bank, until a successor Trustee shall have become such pursuant to the applicable provisions of the Mortgage, and thereafter "Trustee" shall mean such successor.

Unimproved when used with reference to the Building Site means any part or parts of the Building Site upon the surface of which no part of a building or other structure rests.

Warrants means the Building Revenue Warrants (DHR Project), Series 2019, issued by the Building Authority under the Mortgage.


SECTION 1.3 Representations by the Building Authority.

The Building Authority makes the following representations:

(a) The Building Authority is duly incorporated under the provisions of the Enabling Law and has the power to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. The Building Authority is not in default under any of the provisions contained in its certificate of incorporation, its by-laws, or in the laws of the State. By proper corporate action the Building Authority has duly authorized the execution and delivery of this Lease Agreement.

(b) The Building Authority has determined that the issuance of the Warrants, the acquisition of the Project and the leasing of the Project to the Lessee will provide a reasonable and adequate building for use and occupancy by the Lessee or the Sublessee and will thereby fulfill the legislative intent of the Enabling Law.

(c) The Warrants will be issued and delivered contemporaneously with the delivery of this Lease Agreement.


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(d) The rentals provided for in this Lease Agreement constitute a fair and reasonable rent for the Project, which will be used by the Lessee in the performance of its governmental and public functions.

(e) The Project will constitute a "project" within the meaning of the Enabling Law.

(f) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required for the execution and delivery of the Warrants, this Lease Agreement and the Mortgage and for the consummation of the transactions contemplated by each of the aforesaid documents have been obtained by or on behalf of the Building Authority and are in full force and effect.

(g) The Building Authority has reviewed an executed counterpart of the Sublease Agreement and the Building Authority approves and consents to the provisions thereof.

SECTION 1.4 Representations by the Lessee

The Lessee makes the following representations:

(a) The Lessee deems it necessary, desirable and in the public interest that the Lessee assist in providing a facility for use by the Sublessee in the administration and provision of public assistance and public welfare programs and services for the benefit of the citizens of Shelby County, Alabama.


(b) The Lessee has power to enter into this Lease Agreement and by proper action has duly authorized the execution and delivery of this Lease Agreement.

(c) It is necessary and desirable that sufficient buildings and facilities be acquired now to provide for present and future governmental and public needs of the Lessee and the Sublessee.

(d) The rentals provided for in this Lease Agreement constitute a fair and reasonable rent for the Project, which will be used by the Lessee in the performance of its governmental and public functions.

(e) The Lessee has reviewed an executed counterpart of the Mortgage and the Lessee assents and agrees to the provisions thereof.

(f) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with, or results in a breach of, any law or constitutional provision applicable to the Lessee or a material provision of any lease, agreement, instrument or governmental order to which the Lessee is now subject or by which it is bound, or constitutes a default under any of the foregoing.


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ARTICLE 2

DEMISE AND CONSTRUCTION OF PROJECT; ASSIGNMENT OF LEASE

SECTION 2.1 Demise of the Project and Quiet Enjoyment; Access Easement; Vesting of Title to Project


(a) The Building Authority does hereby demise and lease to the Lessee, and the Lessee does hereby lease and take from the Building Authority, all right, title and interest of the Building Authority in and to the Project.

(b) So long as the Lessee performs and observes all the covenants and agreements on its part herein contained, it shall peaceably and quietly have, hold and enjoy the Project during the Lease Term subject to all the terms and provisions hereof.

(c) (1) The Building Authority and the Lessee agree that the Enabling Law provides that title to the Project shall thereupon vest in the Lessee when the Warrants shall have been Fully Discharged. In order to conform this Lease Agreement to the aforesaid provision of the Enabling Law and in order to establish the Lessee's right to the Project if, at such time as the Warrants shall have been Fully Discharged, the Enabling Law does not then automatically vest title to the Project in the Lessee, the Building Authority hereby conditionally conveys to the Lessee all the Building Authority's rights, title and interest in and to the Project, said right, title and interest to vest absolutely in the Lessee upon satisfaction and discharge of the Mortgage as provided in Section 7.04(a) thereof. The Building Authority and the Lessee hereby further agree that the right, title and interest of the Building Authority in and to the Project shall, without further action on the part of the Building Authority, automatically vest in the Lessee upon satisfaction and discharge of the Mortgage as provided in Section 7.04(a) thereof. In no event, however, shall the Lessee be entitled to claim or enforce any rights in the Project pursuant to the aforesaid conveyance by the Building Authority which would in any way impair the rights of the Trustee, or the registered owners of any of the Warrants. The estate of the Lessee created by such conveyance is in the nature of a contingent remainder, and such estate shall not merge with the leasehold estate of the Lessee created by the Lease Agreement until all conditions precedent to its vesting shall have been satisfied. The Building Authority will, at the expense of the Lessee, execute and deliver such further instruments and do such further acts as may be necessary or appropriate to perfect and secure the title of the Lessee to the Project, if and when the Lessee's right thereto vests absolutely pursuant to the provisions hereof.

(2) The provisions of this paragraph shall survive any termination of the Lease Agreement resulting from the full payment of the Warrants.

(3) (i) If upon full payment and retirement of all the Warrants, any moneys then remain in any of the Mortgage Funds, and if the Lease Agreement remains in effect until the full payment and retirement of all the Warrants and the Lessee is not then in default under the Lease Agreement, the Building Authority will cause the Trustee to pay all such moneys to the Lessee, and the Building Authority hereby assigns all such moneys to the Lessee.


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(ii) The Lessee covenants and agrees to allocate and use all such funds, and any investment proceeds thereof, solely for the purposes of Section 38-2-9 of the Code of Alabama 1975 (or any successor provision).

(4) The Lessee agrees that subsequent to the payment of the Warrants, the Sublessee has been granted an option to renew the Sublease Agreement from year to year for successive Fiscal Year periods, and such option of the Sublessee is prior to the rights of the Lessee under this Section.

(d) The Lessee agrees that it has no Lien, and hereby waives any Lien it may otherwise have, on the Project by virtue of having paid the purchase price of any property to become part of the Project.

SECTION 2.2 Acquisition and Construction of Project


(a) The Building Authority will cause all proceeds of the Warrants to be deposited and applied as provided in Article 2 of the Mortgage.

(b) The Building Authority and the Lessee agree that the Sublease Agreement provides the Sublessee shall (i) approve all plans and specifications for the Project, (ii) direct the acquisition and construction of the Project, and (iii) pay all costs of the Project in excess of the net proceeds of the Warrants available therefor, to the extent that the Sublessee has previously approved such payment of all costs of the Project in excess of the net proceeds of the Warrants available therefor.

(c) The Building Authority agrees to grant such utility, access and other similar easements over, across or under the real estate constituting part of the Project as in the judgment of the Lessee are necessary or convenient for the efficient operation of the Project.

SECTION 2.3 Assignment of Lease Agreement; Covenant against Liens on Project, by Building Authority

(a) The Building Authority has, simultaneously with the delivery of this Lease Agreement, assigned its interest in and pledged any money receivable under this Lease Agreement to the Trustee as security for payment of the Warrants, and the Lessee hereby consents to such assignment and pledge. The Building Authority has in the Mortgage obligated itself to follow the instructions of the Trustee or the registered holders of the Warrants or a certain percentage thereof in the election or pursuit of any remedies herein vested in it. The Trustee shall have all rights and remedies herein accorded to the Building Authority and any reference herein to the Building Authority shall be deemed, with the necessary changes in detail, to include the Trustee, and the Trustee and the registered holders of the Warrants are deemed to be third party beneficiaries of the covenants, agreements and representations of the Lessee herein contained. The Building Authority and the Lessee shall have no power to modify, alter, amend or terminate this Lease Agreement without the prior written consent of the Trustee and then only as provided in the Mortgage. The Building Authority will not amend the Mortgage or any indenture supplemental thereto without the prior written consent of the Lessee. Neither the Building Authority nor the Lessee will unreasonably withhold any consent herein or in the Mortgage required of either of them. The Lessee shall not be deemed to be a party to the Mortgage or the Warrants and reference in this Lease Agreement to the Mortgage and the Warrants shall not impose any liability or obligation upon the Lessee other than its specific obligations and liabilities undertaken in this Lease Agreement.


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(b) Except for the Lien on the Project pursuant to the Mortgage, the Building Authority will not mortgage, sell, assign, transfer or convey the Project at any time during the Lease Term without the prior written consent of (i) the Lessee if this Lease Agreement is then in effect and (ii) the Sublessee if the Sublease is still in effect.


ARTICLE 3

LEASE TERM; RENTAL PROVISIONS

SECTION 3.1 Duration of Term.

(a) The term of this Lease Agreement and of the lease herein made shall begin on the date of the delivery of the Warrants and, subject to the provisions of this Lease Agreement, shall continue until midnight of September 30, 2019. The Building Authority hereby grants to the Lessee successive options to renew this Lease Agreement on the terms specified herein for each subsequent Fiscal Year of the Lessee to and including the Fiscal Year beginning October 1, 2038 and ending September 30, 2039, subject, however, to the terms, conditions, limitations and provisions of the Enabling Law. The Lessee may at its election exercise said options of renewal as its governing body may elect on the terms provided herein. Each option of renewal shall be deemed exercised on the first day of each Fiscal Year of the Lessee unless the governing body of the Lessee shall adopt a resolution and order stating that the Lessee will not exercise its option to renew with respect to the next succeeding Fiscal Year and a copy of such resolution and order is mailed by registered or certified mail to the Building Authority, the Trustee and the Sublessee prior to August 15 of the then current Fiscal Year.

(b) The Building Authority will deliver to the Lessee possession of the Project on the commencement date of the Lease Term, subject to the inspection and other rights reserved in this Lease Agreement, and the Lessee will accept possession thereof at such time; provided, the Building Authority will be permitted such possession of the Project as shall be necessary and convenient for it to construct or install any additions or improvements and to make any repairs or restorations required or permitted to be constructed, installed or made by the Building Authority pursuant to the provisions hereof.


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SECTION 3.2 Rental Provisions

(a) Basic Rent.

(1) The Lessee shall pay or cause to be paid, solely from Project Revenues, on the first day of each Fiscal Year for which this Agreement shall be in effect, until and including the Fiscal Year ending September 30, 2039, directly to the Trustee for the account of the Building Authority, "Basic Rent" in an amount equal to the principal of and interest on the Warrants becoming due and payable in such Fiscal Year; provided, anything herein to the contrary notwithstanding, no Event of Default shall occur if such rent is received by the Trustee in such amounts and at such times as shall be sufficient to pay in full (i) the interest on the Warrants becoming due and payable on each Stated Interest Payment Date and (ii) the principal of the Warrants becoming due and payable on October 1 in each year.


(2) The Trustee shall deposit all amounts of Basic Rent received thereby in the Warrant Fund and apply the same as provided therefor.

(3) Anything in the Financing Documents to the contrary notwithstanding, there shall be no abatement or diminution of the amount of Basic Rent due in any Fiscal Year by reason of the payment of excess costs of the Project by the Sublessee pursuant to the Sublease Agreement.

(b) Additional Rent. The Lessee shall pay, solely from Project Revenues, as additional rent to the Trustee, on September 1 of each Fiscal Year (or on such other days of such Fiscal Year as revenues derived from the Sublease Agreement or other lease first become available therefor) in which the Lease Agreement is in effect, to and including the Fiscal Year commencing October 1, 2038 and ending September 30, 2039, (i) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee rendered and its ordinary expenses incurred under the Mortgage, as and when the same becomes due, (ii) the reasonable fees and charges of the Trustee as paying agent on the Warrants as provided in the Mortgage, as and when the same become due, and (iii) the reasonable fees, charges and expenses of the Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it under the Mortgage, as and when the same become due; provided, that the Lessee may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

SECTION 3.3 This Lease a Net Lease.

The Lessee recognizes, understands and agrees that it is the intention hereof that this Lease Agreement be a net lease and that until the Warrants are Fully Discharged all Basic Rent be available for payment of the principal of and interest on the Warrants and that all Additional Rent shall be available for the purposes specified therefor. This Lease Agreement shall be construed to effectuate such intent.


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ARTICLE 4

THE PROJECT

SECTION 4.1 General Covenants.

(a) The Lessee will not do or permit anything to be done at the Project that will affect, impair or contravene any policies of insurance that may be carried on the Project or any part thereof against loss or damage by fire, casualty or otherwise.

(b) The Lessee will, in the use of the Project and the public ways abutting the same comply with all lawful requirements of all governmental bodies; provided, however, the Lessee may at its own expense in good faith contest the validity or applicability of any such requirement.

SECTION 4.2 Sublease of Project by Lessee.

(a) The Lessee covenants and agrees to cause the Project to be continuously occupied and used:

(1) for such purposes as shall be consistent with the Enabling Law and as shall not cause the interest on the Warrants to be Taxable; and

(2) subject to a lease agreement which shall provide for the payment thereunder of amounts sufficient to provide for (i) the due and punctual payment of the principal of and interest on the Warrants, (ii) all costs of replacement and business interruption insurance, maintenance, and repair of the Project, (iii) all costs of utility services for the Project, (iv) all costs of governmental charges or exactions with respect to the Project, and (v) indemnity of the Building Authority and the Lessee.

(b) The Lessee covenants and agrees that it will not permit any Person to have free use of any of the facilities constituting a part of the Project except to the extent that it may be required under the applicable provisions of the constitution and laws of the United States of America and the State. The Lessee covenants and agrees that all Persons using any of the facilities constituting a part of the Project shall be charged the full, fair market value for the use of such facilities and shall be required to pay such charges on such current basis as is customary with respect to such charges, all in accordance with the applicable provisions of the constitution and laws of the United States of America and the State.

SECTION 4.3 Special Covenant.

In the event that, during the period in which the Warrants are Outstanding, any space in the Project becomes vacant, then until such time as all vacant space in the Project shall have been filled or utilized, neither the Lessee nor any officer, department or agency thereof shall thereafter enter into any lease or rental agreement, or renew any existing lease or rental agreement for other space in or about Shelby County suitable for use for the same purposes for which such vacant space in the Project is suitable.



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SECTION 4.4 Damage and Destruction

(a) Anything in this Lease Agreement to the contrary notwithstanding the Building Authority and the Lessee acknowledge and agree that, as long as the Sublease Agreement is in effect, the Sublessee shall have the right to direct application of any Net Loss Proceeds resulting from any insurance payment in accordance with the Sublease Agreement, and the parties hereto covenant and agree to be bound by such determination.

(b) If the Project shall be damaged or destroyed, the Lessee shall, subject to Section 4.4(a):

(1) within two (2) weeks following the date of such damage or destruction, engage an Independent Architect or an Independent Engineer to determine and report to the Lessee and the Sublessee in writing, within thirty (30) days following the date of such engagement of such Independent Architect or Independent Engineer, whether, in the reasonable judgment of such Independent Architect, the Project can, within a period of not more than three hundred sixty-five (365) days from the date of such damage or destruction, be repaired or restored to substantially the same condition as immediately preceding such damage or destruction; and

(2) promptly after its receipt of the report of such Independent Architect's determination notify the Building Authority and the Trustee in writing of its determination.

(c) If the Independent Architect reasonably determines that the Project can be so repaired or restored within such 365-day period and the Lessee notifies the Building Authority and the Trustee (as provided above) of the Independent Architect's determination, the Sublease Agreement shall continue in full force and effect (without abatement of any rents due hereunder), and the Lessee will as soon as practicable repair, restore or rehabilitate the Project with the net insurance proceeds referable to such damage or destruction. If the Independent Architect reasonably determines that the Project cannot be so repaired or restored within such 365-day period and notifies the Lessee, and the Lessee notifies the Building Authority and the Trustee (as provided above) of its determination, the Lessee may, by written notice given to the Building Authority and the Trustee within six (6) weeks following the date of such damage or destruction, terminate the Sublease Agreement (effective as of the date of such damage or destruction), and shall apply the Net Loss Proceeds referable to such damage or destruction, to the extent necessary and sufficient, to the extraordinary redemption of the Warrants, and apply any amount of Net Loss Proceeds thereupon remaining solely for the purposes of Section 38-2-9 of the Code of Alabama 1975 or any successor provision.

(d) Any obligation assumed by the Lessee under this Section which is not paid from insurance proceeds shall be payable solely from revenues of the Lessee received under the Sublease Agreement or other lease of the Project for the Fiscal Year during which the damage or destruction occurred and for any subsequent Fiscal Year or Years for which the Lessee exercises its option to renew the Lease Term.



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SECTION 4.5 Condemnation.

(a) Anything in this Lease Agreement to the contrary notwithstanding, the Building Authority and the Lessee agree that, as long as the Sublease Agreement is in effect, the Sublessee shall have the right to direct application of any Net Loss Proceeds resulting from any condemnation award in accordance with the Sublease Agreement, and the Building Authority and Lessee covenant and agree to be bound by such determination.


(b) In the event that title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain and as a result thereof the Lessee is entitled to exercise an option to purchase the Project and duly does so in accordance with the applicable provisions of Section 6.1 hereof, so much (which may be all) of the Net Loss Proceeds referable to such taking, including the amounts awarded to the Building Authority and the Trustee and the amount awarded to the Lessee for the taking of all or any part of the leasehold estate of the Lessee in the Project created by this Lease Agreement, as shall be necessary to cause the Warrants to be Fully Discharged, shall be paid to the Trustee and the excess of such Net Loss Proceeds remaining (if any) shall be paid to the Lessee for application thereby solely for the purposes of Section 38-2-9 of the Code of Alabama 1975 or any successor provision.

(c) If as a result of such taking, the Lessee is not entitled to exercise an option to purchase the Project under Section 6.1 hereof, or, having such option, fails to exercise the same in accordance with the terms thereof or notifies the Building Authority and the Trustee in writing that it does not propose to exercise such option, the Lessee shall be obligated to continue to make the rental payments required to be paid under this Lease Agreement, and the entire Net Loss Proceeds hereinabove referred to shall be paid to the Trustee and applied in one or more of the following ways as shall be directed in writing by the Lessee:

(1) to the restoration of the remaining improvements located on the Building Site to substantially the same condition in which they existed prior to the exercise of the power of eminent domain;

(2) to the acquisition, by construction or otherwise, by the Building Authority of other lands or improvements suitable for the Lessee's use of the Project, which land or improvements shall be deemed a part of the Project and available for use and occupancy by the Lessee without the payment of any rent other than that herein provided to the same extent as if such land or other improvements were specifically described herein and demised hereby, and which land or improvements shall be acquired by the Building Authority subject to no liens or encumbrances prior to the Lien of the Mortgage; and

(3) to the redemption of Warrants, including accrued interest thereon, to the date of redemption, and the applicable premium (if any), provided, that no part of any such Net Loss Proceeds (other than the Net Loss Proceeds awarded to the Lessee for the taking of all or any part of the leasehold estate of the Lessee in the Project created by this Lease Agreement) may be applied to the extraordinary redemption of Warrants unless (1) all of the Warrants are to be redeemed or (2) in the event that less than all of the Warrants are to be redeemed, the Lessee has furnished to the Building Authority and the Trustee a certificate of an Independent Engineer or of an Independent Architect stating (i) that the part of the Project that was taken by such condemnation proceedings is not essential to the Lessee's use or occupancy of the Project, or (ii) that the Project has been restored to a condition substantially equivalent to its condition prior to the taking by such condemnation proceedings, or (iii) that land or other improvements have been acquired which are suitable for the Lessee's use of the Project as contemplated by the foregoing subsection.


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(d) Any balance of such Net Loss Proceeds remaining after the application thereof as provided in this Section shall be deposited in the Warrant Fund or, if the Warrants are Fully Discharged, shall be paid to the Lessee for application thereby solely for the purposes of Section 38-2-9 of the Code of Alabama 1975 or any successor provision.

(e) The Building Authority shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit the Lessee to litigate in any such proceeding in the name and behalf of the Building Authority. In no event will the Building Authority settle, or consent to the settlement of, any prospective or pending condemnation proceeding without the prior written consent of the Lessee.

(f) Any obligation assumed by the Lessee under this Section which is not paid from the proceeds of the condemnation award shall be payable solely from revenues of the Lessee received under the Sublease Agreement or other lease of the Project for the Fiscal Year during which the taking occurred and for any subsequent Fiscal Year or Years for which the Lessee exercises its option to renew the Lease Term.

SECTION 4.6 Advances by Building Authority or Trustee.

In the event that the Lessee fails to perform any covenant required by this Lease Agreement, the Building Authority or the Trustee, after first notifying the Lessee of any such failure on its part, may (but shall not be obligated to) make advances to effect performance of the same on behalf of the Lessee. All amounts so advanced therefor by the Building Authority or the Trustee, together with interest thereon from the date of advancement at the prime or base rate of the Trustee, plus 2% per annum, or the maximum rate of interest allowed by law, whichever is less, shall become an additional obligation payable by the Lessee to the Building Authority or to the Trustee, as the case may be; provided that such payments shall be made solely out of the revenues derived by the Lessee from the Sublease Agreement or other sublease of the Project. Any remedy herein vested in the Building Authority or the Trustee for the collection of the rental payments shall also be available to the Building Authority and the Trustee for the collection of all such additional obligations for amounts so advanced.



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ARTICLE 5

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1 Events of Default Defined.


The following shall be events of default under this Lease Agreement and the term "event of default" shall mean, whenever used in this Lease Agreement, any one or more of the following events:

- (a) Failure to pay any installment of Basic Rent or to make any other payment required hereunder that has become due and payable by the terms of this Lease Agreement;
- (b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Lessee by the Building Authority or the Trustee, unless the Trustee and the Building Authority shall agree in writing to an extension of such time prior to its expiration, which agreement shall not be unreasonably withheld if corrective action is instituted by the Lessee promptly upon receipt of the written notice and is diligently pursued until the default is corrected;
- (c) A default under the Sublease Agreement; and
- (d) A default under the Mortgage.

SECTION 5.2 Remedies on Default.

Whenever any such event of default shall have happened and be continuing, the Building Authority or the Trustee may take any of the following remedial steps:

- (a) Declare all installments of Basic Rent payable under Section 3.2(a) of this Lease Agreement for the remainder of the Lease Term during the current Fiscal Year to be immediately due and payable, whereupon the same become immediately due and payable;
- (b) Reenter the Project, without terminating this Lease Agreement, and, upon ten days' prior written notice to the Lessee, relet the Project or any part thereof for the account of the Lessee, for such term (including a term extending beyond the Lease Term) and at such rentals and upon such other terms and conditions, including the right to make alterations to the Project or any part thereof, as the Building Authority may, with the approval of the Trustee, deem advisable, and such reentry and reletting of the Project shall not be construed as an election to terminate this Lease Agreement nor relieve the Lessee of its obligations under this Lease Agreement, all of which shall survive such reentry and reletting, and the Lessee shall continue to pay Basic Rent and all additional rent provided for in this Lease Agreement until the end of the Lease Term less the Net Loss Proceeds, if any, of any reletting of the Project after deducting all of the Building Authority's and the Trustee's expenses in connection with such reletting, including, without limitation, all repossession costs, brokers' commissions, attorney's fees, alteration costs and expenses of preparation for reletting;


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(c) Terminate this Lease Agreement, exclude the Lessee from possession of the Project and, if the Building Authority or Trustee elect so to do, lease the same for the account of the Building Authority, holding the Lessee liable for all rent due up to the date such lease is made for the account of the Building Authority (but not beyond the then current Fiscal Year); and

(d) Take whatever legal proceedings may appear necessary or desirable to collect the rent then due, whether by declaration or otherwise, or to enforce any obligation or covenant or agreement of the Lessee under this Lease Agreement or by law.

SECTION 5.3 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Building Authority or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient.

SECTION 5.4 Agreement to Pay Attorneys' Fees and Expenses.

In the event the Lessee should default under any of the provisions of this Lease Agreement and the Building Authority or the Trustee (in its own name or in the name and on behalf of the Building Authority) should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee will, solely from amounts received under the Sublease, on demand therefor pay to the Building Authority or the Trustee (as the case may be) the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 5.5 No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 5.6 Remedies Subject to Applicable Law.

All rights, remedies and powers provided by this Article may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Lease Agreement invalid or unenforceable.



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ARTICLE 6

OPTIONS

SECTION 6.1 Option to Purchase Project Prior to Payment of the Warrants.

Anything in this Agreement to the contrary notwithstanding, the Lessee and the Building Authority agree that the Sublessee shall have the right to direct the exercise of the option of the Lessee granted in this Section as long as the Sublease Agreement is in effect and agree to be bound by the direction of the Sublessee.

The Lessee, if not in default hereunder, shall have the option to purchase the Project at any time prior to the full payment of the Warrants if any of the following shall have occurred:

(a) The Project is damaged or destroyed, by fire, acts of God, or other casualty to such an extent that in the written opinion of an Independent Architect the Project cannot reasonably be restored to substantially the same condition thereof immediately preceding such damage or destruction within a period of 365 consecutive days; or

(b) Title to the Project or any part thereof or the leasehold estate of the Lessee in the Project created by the Lease Agreement or any part thereof shall have been taken under the exercise of the power of eminent domain by any Governmental Authority or Person acting under Governmental Authority, which taking may, in the opinion of the Lessee, prevent the Lessee from carrying on its normal operations at the Project for a period of four consecutive months or more; or

(c) As a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether State or Federal), or by final decree, judgment or order of any Governmental Authority entered after the contest thereof by the Lessee in good faith, the Lease Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed herein, or unreasonable burdens or excessive liabilities shall have been imposed on the Building Authority or the Lessee, including without limitation, the imposition of taxes of any kind on the Project or the income or profits of the Building Authority therefrom or upon the interest of the Lessee therein, which taxes were not being imposed on the date of the Lease Agreement; or

(d) Termination of the Sublease pursuant to the provisions thereof.

To exercise such option, the Lessee shall, within thirty days following the event authorizing the exercise of such option, give written notice to the Building Authority and to the Trustee and shall specify therein the date of closing such purchase, which date shall be not less than forty-five nor more than ninety days from the date such notice is mailed, and shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption for the redemption of the Warrants. The purchase price payable by the Lessee in the event of its exercise of the option granted in this Section shall be such an amount as shall, together with the amount, if any, on deposit in the Warrant Fund and available therefor, be required to cause all Warrants to be Fully Discharged. The purchase price shall be paid by the Lessee to the Trustee.

Upon the exercise of the option granted in this Section and the payment of the option price, any Net Loss Proceeds then on hand or thereafter received shall be paid to the Lessee for application thereby solely for the purposes of Section 38-2-9 of the Code of Alabama 1975 or any successor provision.

SECTION 6.2 Option to Purchase Unimproved Building Site.

Anything in this Agreement to the contrary notwithstanding, the Lessee and the Building Authority agree that the Sublessee shall have the right to direct the exercise of the option of the Lessee granted in this Section as long as the Sublease Agreement is in effect and agree to be bound by the direction of the Sublessee.

The Lessee, if not in default hereunder, shall also have the option to purchase any Unimproved part of the Building Site at any time and from time to time at and for a purchase price equal to the pro rata cost thereof to the Building Authority, provided that it furnishes the Building Authority and the Trustee with the following:

(a) A notice in writing containing (i) an adequate legal description of that portion of the Building Site with respect to which such option is to be exercised, which portion may include rights granted in party walls, the right to "tie-into" existing utilities, the right to connect and join any building, structure or improvement with existing structures, facilities and improvements on the Building Site, and the right of ingress or egress to and from the public highway which shall not interfere with the use and occupancy of existing structures, improvements and buildings, (ii) a statement that the Lessee intends to exercise its option to purchase such portion of the Building Site on a date stated, which shall not be less than forty-five nor more than ninety days from the date of such notice, (iii) a description of the building, structures, or improvements, if any, to be erected on the portion to be purchased and (iv) a statement that the portion of the Building Site to be purchased is no longer needed or useful in connection with, or in the operation of, the Project.

(b) A certificate of an Independent Engineer or of an Independent Architect dated not more than ninety days prior to the date of the purchase and stating that, in the opinion of the person signing such certificate, (i) the portion of the Building Site with respect to which the option is exercised is not needed for the operation of the Project, (ii) the buildings, structures or improvements, if any, described in the above certificate by the Lessee can be constructed on the real property to be purchased and (iii) the severance of such portion of the Building Site from the Project and the construction thereon of the buildings, structures and improvements, if any, above referred to will not impair the usefulness of the Building or the means of ingress and egress therefrom.

(c) An amount of money equal to the purchase price computed as provided in this Section, which amount shall be transferred to the Trustee with written instructions to apply such amounts to the redemption of as many Warrants as practical.

Upon receipt by it of the notice and certificate required in this Section to be furnished by the Lessee and the payment by the Lessee to the Trustee of the purchase price, the Building Authority will promptly deliver to the Lessee the documents referred to in Section 6.4 hereof and will secure from the Trustee a release from the Lien of the Mortgage of the portion of the Building Site with respect to which the Lessee shall have exercised the option granted to it in this Section.



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If such option relates to Building Site on which utility facilities are located, the Building Authority shall retain an easement to use such utility facilities to the extent necessary for the efficient operation of the Project.

No purchase effected under the provisions of this Section shall affect the liability or the obligation of the Lessee for the payment of Basic Rent and additional rent in the amounts and at the time provided in this Lease Agreement or the performance of any other agreement, covenant or provision hereof, and there shall be no abatement or adjustment in rent by reason of the release of any such realty except as specified in this Section and the obligation and the liability of the Lessee shall continue in all respect as provided in this Lease Agreement, excluding, however, any realty so purchased.

SECTION 6.3 Option to Purchase Project after Payment of the Warrants.

If for any reason, title to the Project shall not automatically vest in the Lessee pursuant to the Enabling Law and this Lease Agreement upon the full payment of the Warrants, then the Lessee, if not in default hereunder, shall also have the option to purchase the Project at any time after the satisfaction and discharge of the Mortgage (as provided in Section 7.04(a) thereof) for a purchase price of one hundred dollars. To exercise the option granted in this Section, the Lessee shall notify the Building Authority of its intention so to exercise such option prior to the proposed date of purchase and shall on the date of purchase pay such purchase price to the Building Authority.

If the option granted in this Section shall for any reason be held invalid upon the attempted exercise thereof by the Lessee following full payment of the Warrants, the Building Authority shall be obligated to sell the Project to the Lessee for a price of one hundred dollars. The date of closing such purchase shall be thirty days from the date of such holding.

The provisions of this Section shall survive any termination of this Lease Agreement.

SECTION 6.4 Conveyance on Exercise of Option to Purchase.

At the closing of the purchase pursuant to the exercise of any option of purchase granted herein, the Building Authority will upon receipt of the purchase price deliver to the Lessee documents conveying to the Lessee the property with respect to which such option was exercised, as such property then exists, subject to the following: (i) all easements or other rights, if any, required to be reserved by the Building Authority under the terms and provisions of the option being exercised by the Lessee; (ii) those liens and encumbrances, if any, to which title to said property was subject when conveyed to the Building Authority; (iii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; and (iv) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease Agreement.

SECTION 6.5 Prior Rights of the State Department of Human Resources.

The Lessee agrees that subsequent to the payment of the Warrants, the Sublessee has been granted an option to renew the Sublease Agreement from year to year for successive Fiscal Year periods, and such option of the Sublessee is prior to the rights of the Lessee under this Article.



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ARTICLE 7

COMPLIANCE WITH INTERNAL REVENUE CODE; DESIGNATION OF WARRANTS AS "BANK-QUALIFIED"

SECTION 7.1 Compliance with Code.

The Building Authority and Lessee agree that the Warrants are being sold on the basis that the interest payable on the Warrants is excludable from gross income under Section 103 of the Code for purposes of federal income taxation. The Building Authority and the Lessee do each hereby covenant and agree for the benefit of the Trustee and the registered holders of the Warrants that to the extent permitted by law, the Building Authority and the Lessee will not take any action, or omit to take any action, with respect to the Warrants that would cause the interest on the Warrants not to be and remain excludable from gross income pursuant to the provisions of Section 103 of the Code. The Building Authority and the Lessee further covenant (a) to observe, perform and comply with all covenants and agreements thereof in the Tax Certificate and Agreement by the Building Authority, the Lessee and the Sublessee with respect to the Warrants, and (b) to comply with all rules and regulations respecting the Warrants and the Project required by applicable Federal tax laws and regulations to be filed or complied with as a condition of the continued exemption from Federal income taxation of the interest on the Warrants.

SECTION 7.2 Designation of Warrants.

(a) The Issuer designates the Warrants as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

(b) The Issuer represents the Issuer has not issued, and will not issue, any tax-exempt obligations other than the Warrants in calendar year 2019, and the Issuer does not have, and will not create, any subordinate entities.


(c) The Lessee represents that the Lessee, and all subordinate entities thereof, have not issued, and will not issue, more than \$4,000,000 in tax-exempt obligations during calendar year 2019.

ARTICLE 8

SPECIAL PROVISIONS REGARDING NATURE OF LEASE AND OBLIGATIONS OF BUILDING AUTHORITY AND LESSEE

SECTION 8.1 Building Authority's Liabilities Limited.

This Lease Agreement is entered into under and pursuant to the provisions of the Enabling Law. No provision hereof shall be construed to impose a charge against the general credit of the Building Authority or any personal or pecuniary liability upon the Building Authority except to apply the proceeds to be derived from the sale of the Warrants and the revenues and receipts to be derived from the Project or any part thereof as provided herein and in the Mortgage.



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SECTION 8.2 Limitation on Duties under Lease Agreement.

The State shall not in any manner be liable for the performance of any obligation or agreement contained in this Lease Agreement. Any rents shall be payable and any covenants on the part of the Lessee shall be performed solely out of the revenues of the Lessee for its then current Fiscal Year derived from the Sublease Agreement or any other lease of the Project, and the rental payments and the covenants to be performed by the Lessee under the provisions of this Lease Agreement shall never create an indebtedness of the Lessee within the meaning of any provision of the Constitution of the State. The Lessee shall not be deemed to be a party to the Mortgage or the Warrants, and reference in this Lease Agreement to the Mortgage and the Warrants shall not impose any liability or duty upon the Lessee, other than its specific duties and liabilities undertaken in this Lease Agreement.

SECTION 8.3 Lease Obligations Are Not General Obligations.

(a) In accordance with the provisions of and subject to the limitations prescribed by the Enabling Law, the obligation of the Lessee to pay the rental required to be paid and to perform the agreements on the part of the Lessee required to be performed during any Fiscal Year during which this Lease Agreement is in effect shall be payable solely out of the revenues derived from the Sublease Agreement or any other lease of the Project and shall not be general obligations of the Lessee and shall not be payable from its general revenues. Whenever the Lessee shall exercise its option to renew this Lease Agreement for an additional term, the aforesaid pledge of rental payments by the Lessee shall be deemed effective for such additional term as provided in and subject to the provisions of the Enabling Law. The Lessee hereby covenants and agrees for each Fiscal Year in which this Lease Agreement shall be in effect to pay and transfer or cause to be paid and transferred to the Warrant Fund sufficient proceeds derived from the Sublease Agreement or any other lease of the Project until the amount in the Warrant Fund equals the total rent required to be paid by the Lessee during such Fiscal Year pursuant to Section 3.2 hereof.

(b) Subject to the provisions of subsection (c) of Section 3.2 hereof and subsection (a) of Section 8.3 hereof, the obligation of the Lessee to pay Basic Rent and Additional Rent, to make all other payments provided for herein and to perform and observe the other agreements and covenants on its part herein contained shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against the Building Authority. The Lessee will not suspend or discontinue any such payment or fail to perform and observe any of its other agreements and covenants contained herein for any cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration or commercial frustration of purpose, the invalidity of any provision of the Lease Agreement, or any damage to or destruction of the Project or any part thereof, or the taking by eminent domain of title to or the right to temporary use of all or any part of the Project, or any change in the tax or other laws or administrative rulings, actions or regulations of the United States of America or of the State or any political or taxing subdivision of either thereof, or any failure of the Building Authority to perform and observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Lease Agreement. Notwithstanding the foregoing, the Lessee may, at its own cost and expense and in its own name or in the name of the Building Authority, prosecute or defend any action or proceeding, or take any other action involving third persons which the Lessee deems reasonably necessary in order to secure or protect its rights of use and occupancy and the other rights hereunder.


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SECTION 8.4 Exemption from Debt Limitation.

The rentals required to be paid and the agreements required to be performed by the Lessee under this Lease Agreement during any Fiscal Year during which this Lease Agreement is in effect shall be payable solely out of the revenues derived from the Sublease Agreement or any other lease of the Project for such Fiscal Year, and shall never create an indebtedness of the Lessee within the meaning of the Constitution of the State. This Lease Agreement is entered into pursuant to the provisions of the Enabling Law and is subject to the limitations therein provided.

SECTION 8.5 Prior Agreements Cancelled.

This Lease Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the Building Authority and the Lessee relating to the acquisition of the Building Site and the Building, the acquisition of the Equipment, the acquiring and leasing of the Project and any options to renew or to purchase; excepting however any deed or other instrument by which the Project, any part thereof, or any interest therein has been transferred and conveyed by the Lessee to the Building Authority. Neither the Building Authority nor the Lessee shall hereafter have any rights under such prior agreements but shall look solely to this Lease Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the Project.

SECTION 8.6 Concerning the Sublease Agreement.

(a) The Building Authority recognizes that contemporaneously with the issuance of the Warrants, the Lessee will sublease the Project to the Sublessee, an agency of the State, for the purposes stated in Section 1.4(a).

(b) The Lessee agrees that it will take all such actions as may be necessary to cause the Sublease Agreement to remain in full force and effect and hereby assigns to the Building Authority the Lessee's interest in the Sublease Agreement, including all rental, receipts, and other payments received by the Lessee from or with respect to the Sublease Agreement and understands and agrees that all such payments shall be applied in accordance with the provisions of the Mortgage. The Lessee agrees that it will promptly notify the Trustee and the Building Authority of any default by the Sublessee under the Sublease Agreement or any failure of the Sublessee to make any lease payment under the Sublease Agreement or to take any other action or refrain from taking any action pursuant to the provisions of the Sublease Agreement.

ARTICLE 9

COVENANTS OF LESSEE REGARDING EXCESS FUNDS FROM MORTGAGE

The Lessee covenants and agrees to apply all amounts received from the Trustee under any provision of the Mortgage (including without limitation Sections 7.03 and 10.08 thereof) solely for the purposes of Section 38-2-9 of the Code of Alabama 1975 or any successor provision.




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ARTICLE 10

PROVISIONS OF GENERAL APPLICATION

The Building Authority and the Lessee agree:

- (a) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) Binding Effect: This Agreement shall inure to the benefit and be binding upon the respective successors and assigns of the Building Authority and the Lessee.
- (c) Counterparts: This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
- (d) Amendment: This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (e) Enforceability: If any provision herein shall be unenforceable, the parties hereto agree such provision shall be severed and the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
- (f) Notices: Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.
- (g) No Jury Trial: Each party hereto hereby (1) waives, to the extent permitted by law, any right to trial by jury in any action or proceeding under, or related to, this Agreement and (2) agrees that no person has represented (by expression or implication) that a party hereto would not seek to enforce such waiver in the event of litigation.
- (h) No Joint Venture: Each party hereto agrees that (1) this Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto and (2) it shall be solely responsible for the administration of its respective agreements and relationships with the other parties hereto.
- (i) No Other Beneficiaries: Each party hereto agrees that the Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.
- (j) Final and Full Contract: This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to the subject matter hereof.


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ARTICLE 11

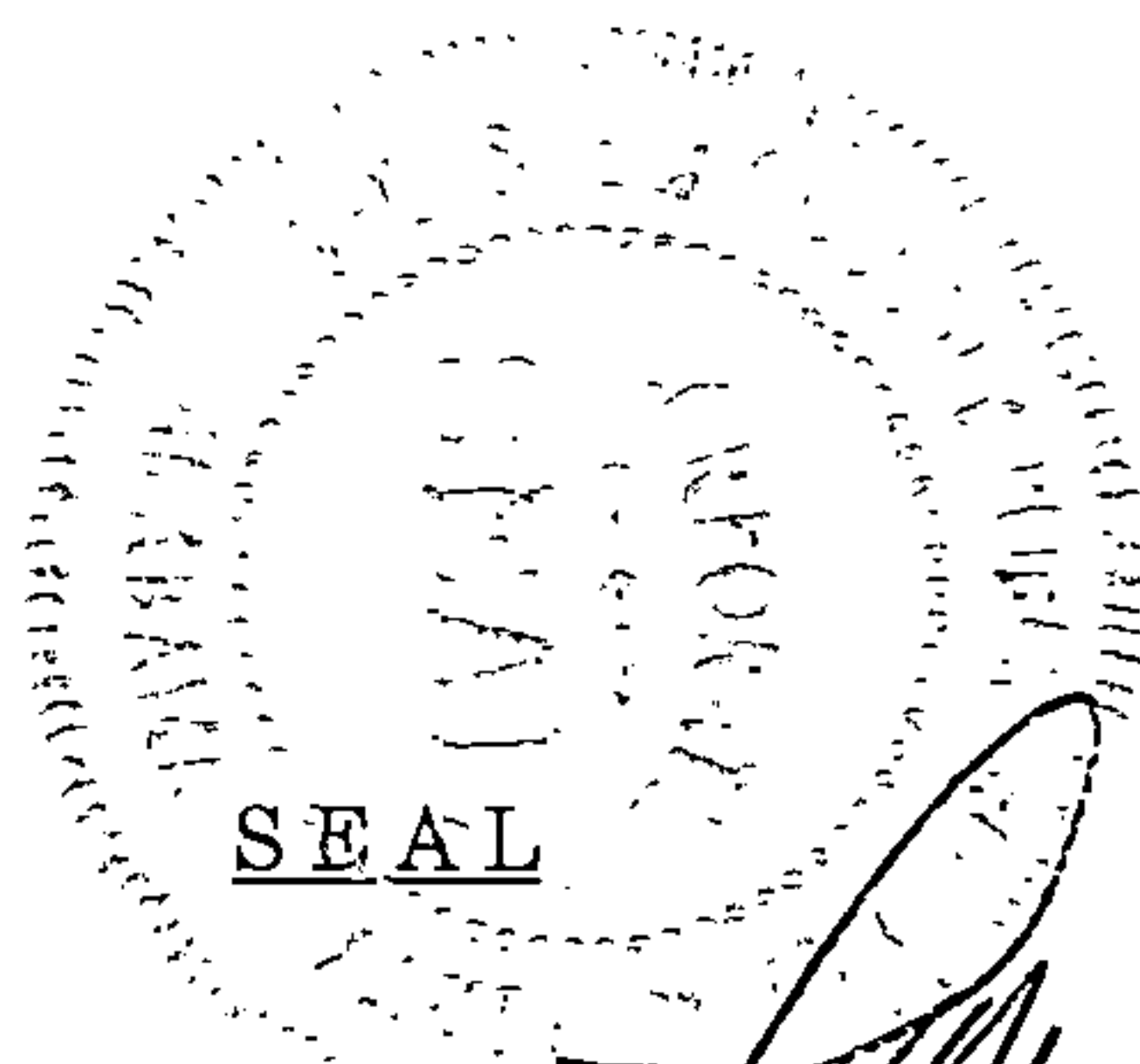
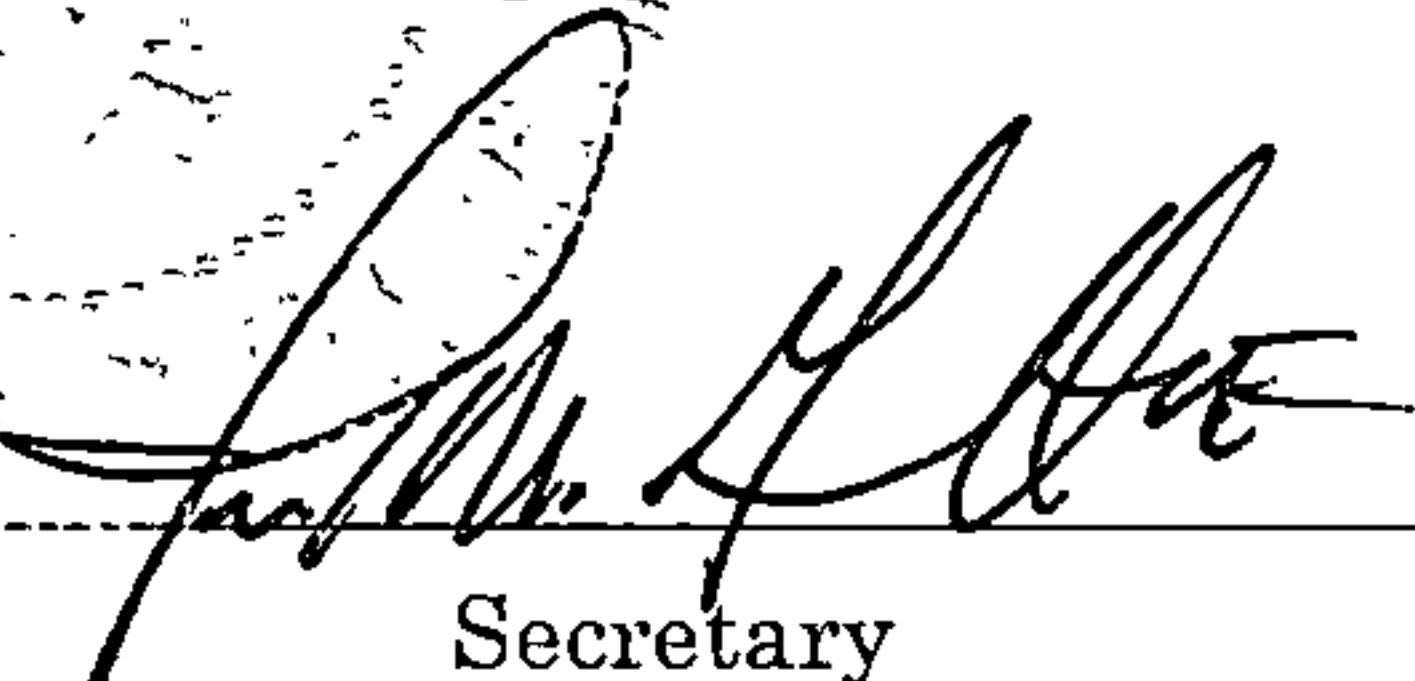
TERMINATION OF LEASE AGREEMENT DATED AS OF NOVEMBER 1, 1992

The Building Authority and the Lessee hereby terminate the Lease Agreement dated as of November 1, 1992 by the Building Authority and the Lessee (the "1992 Lease"), recorded as Instrument No. 1992-29842 in the Office of the Judge of Probate of Shelby County, Alabama, pursuant to Section 9.2 thereof, having found and determined that full payment of the Warrants (as defined in the 1992 Lease) has been made.

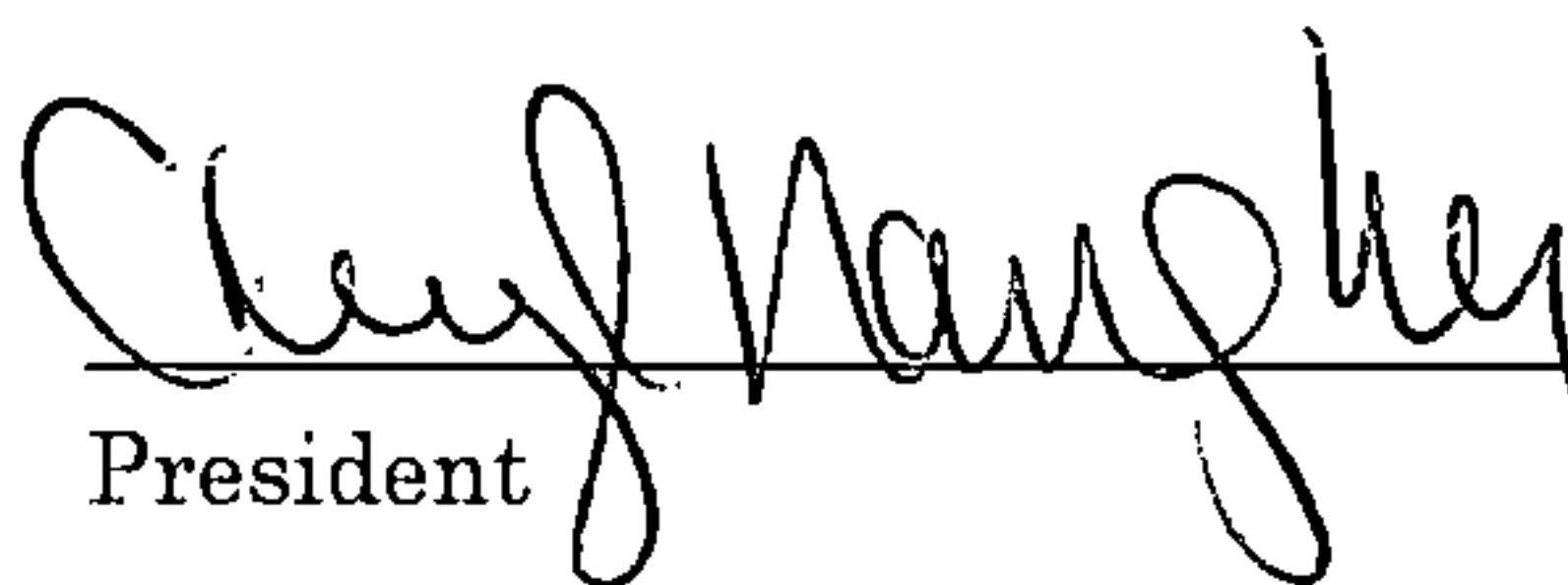


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IN WITNESS WHEREOF, the Building Authority and the Lessee have each caused this Lease Agreement to be executed its name, under seal, by an officer thereof duly authorized thereunto.

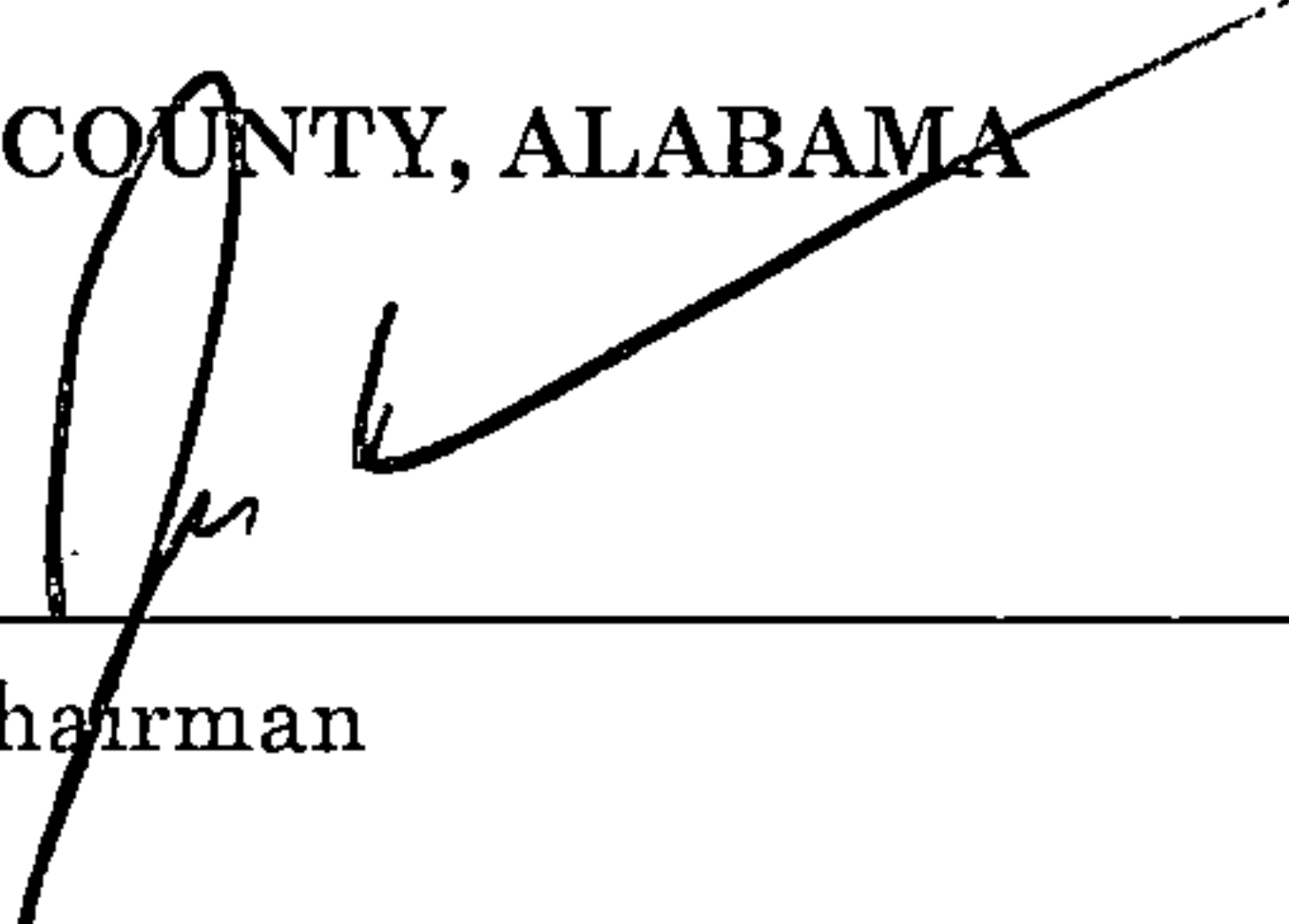

SEAL
Attest: 
Secretary

THE SHELBY COUNTY PUBLIC BUILDING
AUTHORITY

By 
President

Address:
Shelby County Courthouse
200 West College Street
Columbiana, Alabama 35051

SHELBY COUNTY, ALABAMA

By 
Chairman

Address:
Shelby County Courthouse
200 West College Street
Columbiana, Alabama 35051

SEAL



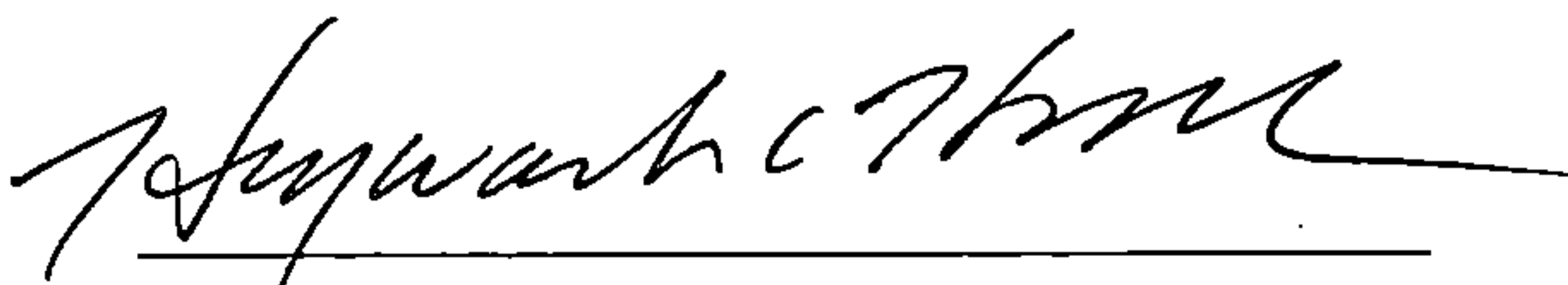
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STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cheryl Naugher, whose name as President of The Shelby County Public Building Authority, a public corporation, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 30th day of May, 2019.



Notary Public

NOTARIAL SEAL

My commission expires: July 10, 2020

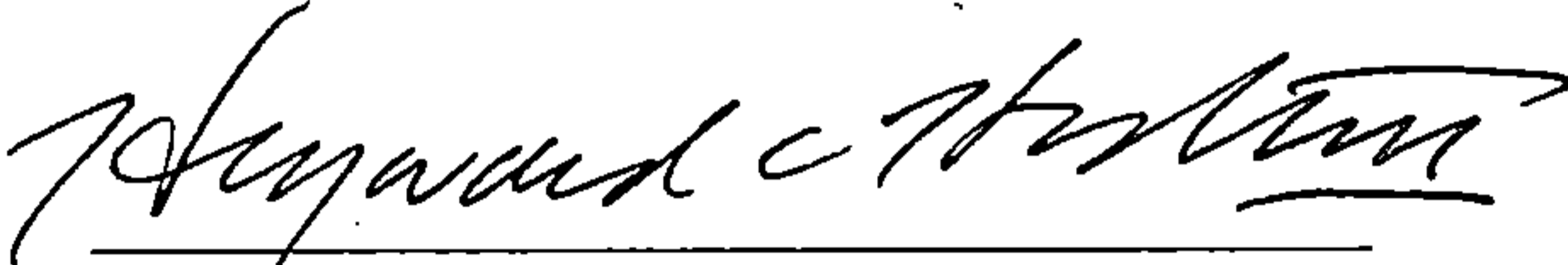


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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jon Parker, whose name as Chairman of the Shelby County Commission of Shelby County, Alabama, an Alabama political subdivision, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand this the 28th day of May, 2019.



Notary Public

NOTARIAL SEAL

My commission expires: July 10, 2020

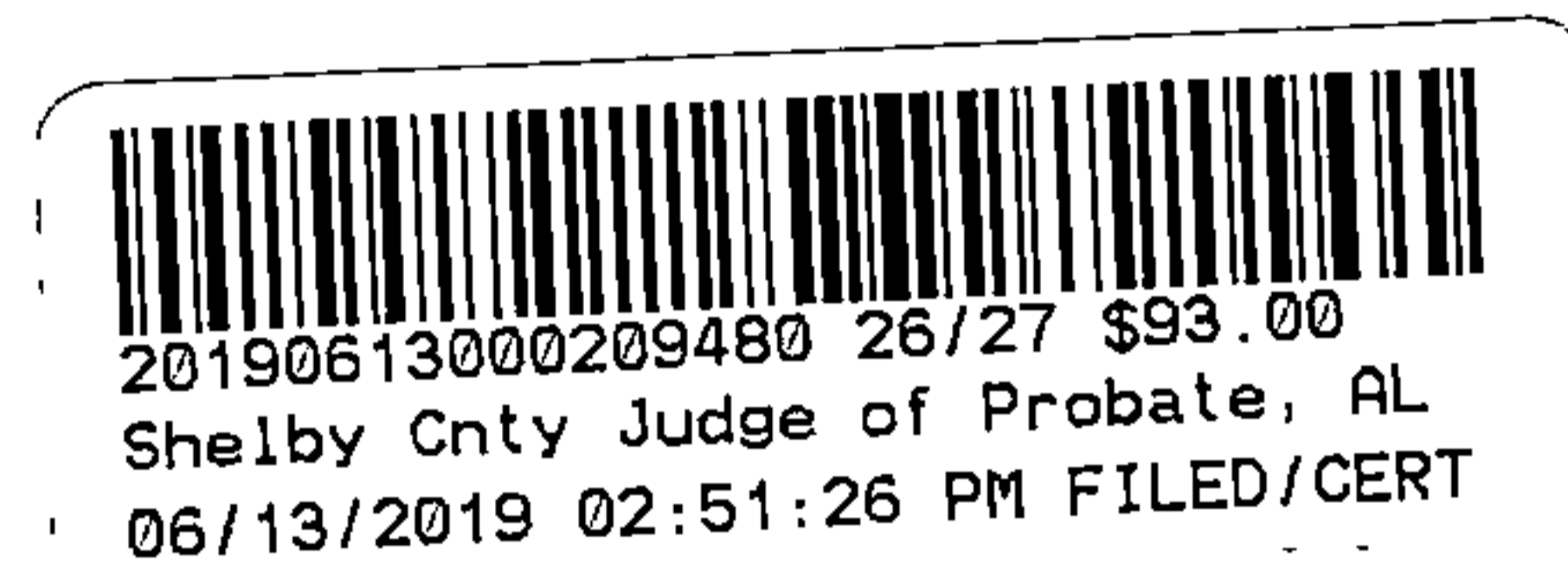


EXHIBIT A

Description of Building Site

A parcel of land situated in the Northwest One-Quarter of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found rebar marking the Southwest corner of the Southeast One-Quarter of the Northwest One-Quarter of said Section 27; thence run North 00 degrees 04 minutes 06 seconds West along the West line thereof for a distance of 890.10 feet to a found 1-inch rebar and the point of beginning of the parcel herein described; thence continue North 00 degrees 04 minutes 06 seconds West along the last described course for a distance of 446.17 feet to a found 1-inch rebar; thence leaving said West line run North 21 degrees 16 minutes 15 seconds East for a distance of 222.98 feet, said point lying on the Southwestern-most right of way of Alabama State Highway 70 (right of way varies); thence run South 68 degrees 44 minutes 46 seconds East along said right of way for a distance of 294.33 feet to a set 5/8-inch capped rebar stamped CA-560LS; thence leaving said right of way run South 11 degrees 44 minutes 23 seconds East for a distance of 103.73 feet to a set 5/8-inch capped rebar stamped CA-560LS; thence run South 19 degrees 20 minutes 18 seconds East for a distance of 172.83 feet to a set 5/8-inch capped rebar stamped CA-560LS; thence run South 21 degrees 10 minutes 54 seconds East for a distance of 173.12 feet to a set 5/8-inch capped rebar stamped CA-560LS; thence run South 18 degrees 56 minutes 26 seconds East for a distance of 127.67 feet to a set 5/8-inch capped rebar stamped CA-560LS; thence run South 89 degrees 57 minutes 12 seconds West for a distance of 537.00 feet to the point of beginning.

According to survey of Derek S. Meadows, PLS #29996, dated July 29, 2016.



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