



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

LEEDS - CITY COUNCIL - 12/14/20
Mon, Dec 14, 2020 6:00 PM - 8:00 PM (CST)

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December 14, 2020 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Anyone wishing to address the Council during the Public Comment section of the meeting must sign in with the City Clerk to provide their name and address.

- [1.](#) Ordinance 2020-12-01: Consider Approval of Spectrum Franchise Renewal
- [2.](#) B20-000001: Request for an Alcoholic Beverage License to Virginia Abu Al Maati, /dba/ Mountainview Package Store at 8525 Whitfield Avenue; Suite 101
- [3.](#) B20-000003: Request for an Alcoholic Beverage License to Buc-ee's Alabama II, LLC, trade name Buc-ee's #43 at 6900 Buc-ee's Boulevard
- [4.](#) R20-002476 - PUBLIC NUISANCE - 7310 PARKWAY DR
- [5.](#) R20-002372 - PUBLIC NUISANCE - 7114 TRAMWAY CRT
- [6.](#) R20-002225 - PUBLIC NUISANCE - 1332 BEECH ST

APPROVE COUNCIL MINUTES

- [7.](#) Minutes from November 16, 2020

REPORTS OF OFFICERS:

8. Mayor's Report: Mayor David Miller
9. Police Department: Chief Atkinson
10. Fire Department: Chief Parsons
11. Library: Library Director Carden

12. Municipal Court: Magistrate Roberts
- [13.](#) Development Services Department: City Administrator Watson
14. Public Works Department: Public Works Director Warren

OLD BUSINESS:**NEW BUSINESS:**

- [15.](#) Ordinance 2020-12-01 (Carried over from the canceled meeting - December 07, 2020):
Consider Approval of Spectrum Franchise Renewal
- [16.](#) Ordinance 2020-12-02 (Carried over from the canceled meeting - December 07, 2020):
Consider amending Ordinance 2020-06-02 to update the principal payments for USDA project
- [17.](#) Ordinance 2020-12-03 (Carried over from the canceled meeting - December 07, 2020):
Consider De-annexation Policy
- [18.](#) Resolution 2020-12-01 (Carried over from the canceled meeting - December 07, 2020):
Consider Approval of Alcohol License to Mountainview Package Store at 8525 Whitfield Avenue
- [19.](#) Resolution 2020-12-02 (Carried over from the canceled meeting - December 07, 2020):
Consider Business License Tax Refund Request
- [20.](#) Resolution 2020-12-03 (Carried over from the canceled meeting - December 07, 2020):
Consider declaring certain property surplus and authorizing its sale
- [21.](#) Resolution 2020-12-04: Consider Approval of Alcohol License to Buc-ee's #43 at 6900 Buc-ee's Boulevard
- [22.](#) Resolution 2020-12-05: Consider City Employee Charity Drive Authorization
- [23.](#) Resolution 2020-12-06: Consider Conveyance of Property to Jefferson County Per 1998 Unification Agreement
- [24.](#) Resolution 2020-12-07: Consider Purchase of Cedar Grove Cemetery Lots
- [25.](#) R20-002476 - PUBLIC NUISANCE - 7310 PARKWAY DR
- [26.](#) R20-002372 - PUBLIC NUISANCE - 7114 TRAMWAY CRT
- [27.](#) R20-002225 - PUBLIC NUISANCE - 1332 BEECH ST

PUBLIC COMMENTS

All comments are to be limited to 2 minutes

ADJOURNMENT

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

File Attachments for Item:

1. Ordinance 2020-12-01: Consider Approval of Spectrum Franchise Renewal

**NOTICE OF PUBLIC HEARING ON AND PROPOSED ENACTMENT OF AN
ORDINANCE OF THE CITY OF LEEDS**

NOTICE IS HEREBY GIVEN that the City of Leeds City Council will hold a public hearing on Monday, December 7, 2020, at 6:00 p.m., on a proposed Cable Franchise Agreement renewal between the City of Leeds and Comcast of Spectrum Southeast, LLC. Citizens will be allowed to make comment at that time. At the conclusion of the public hearing, the City Council intends to adopt and enact the following ordinance:

CABLE TELEVISION FRANCHISE ORDINANCE

FOR

LEEDS, ALABAMA

AND

SPECTRUM SOUTHEAST, LLC

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EXHIBIT A. FRANCHISE FEE PAYMENT WORKSHEET B-1

EXHIBIT B. GRANTEE COMPLIMENTARY LOCATIONS TO CITY LOCATIONS B-2

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO SPECTRUM SOUTHEAST, LLC, L/K/A CHARTER COMMUNICATIONS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN LEEDS, ALABAMA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The City Council of Leeds Alabama ordains:

STATEMENT OF INTENT AND PURPOSE

City intends, by the adoption of this Franchise, to bring about the further development of a Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of City and the public generally. Further, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the City Council, in the best interests of City and its residents.

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. Grantee has substantially complied with the material terms of the current Franchise under applicable laws;
2. Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. Grantee’s plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
4. The Franchise granted to Grantee by City complies with the existing applicable state statutes, federal laws and regulations; and
5. The Franchise granted to Grantee is nonexclusive.

**SECTION 1.
SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.
- a. “Applicable Laws” means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.
 - b. “Basic Cable Service” means any Service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 543(b) (7).
 - c. “City Council” means the governing body of Leeds, Alabama.
 - d. “Cable Act” shall mean the Cable Communications Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
 - e. “Cable Service” or “Service” means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 522(6).
 - f. “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:
 - i. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - ii. a facility that serves Subscribers without using any public Right-of-Way;
 - iii. a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)), to the extent such facility is used in the transmission of Video

Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

- iv. an open video system that complies with 47 U.S.C. § 573; or
 - v. any facilities of any electric utility used solely for operating its electric utility systems.
 - vi. Cable System as defined herein shall be the definition set forth in 47 U.S.C. § 522(7).
- g. “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the FCC. Cable Channel as defined herein shall be the definition set forth in 47 U.S.C. § 522(4).
- h. “City” or “Grantor” means Leeds, a municipal corporation, in the State of Alabama, acting by and through its City Council, or its lawfully appointed designee.
- i. “Drop” means the cable that connects the ground block on the Subscriber’s residence to the nearest distribution point of the System.
- j. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- k. “Franchise” or “Cable Franchise” means this franchise ordinance and the regulatory and contractual relationship established hereby.
- l. “Franchise Fee” includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. Franchise Fee defined herein shall be the definition set forth in 47 U.S.C. § 542(g).
- m. “Grantee” is Spectrum Southeast, LLC (“Charter Communications”), its lawful successors, transferees or assignees.
- n. “Gross Revenue” means any and all revenue derived by Grantee from the operation of its Cable System to provide Cable Service within the City including,

but not limited to, 1) all Cable Service fees, 2) ~~Franchise Fees,~~ 3) late fees and, 4) Installation and reconnection fees, 5) upgrade and downgrade fees, 6) local, state and national advertising revenue, 7) home shopping commissions, 8) equipment rental fees, and 9) written or electronic Channel guide revenue. The term “Gross Revenue” shall not include launch fees, bad debts or any taxes or fees on Services furnished by Grantee imposed upon Subscribers by any municipality, state or other governmental unit, credits, refunds and any amounts collected from Subscribers for deposits. City and Grantee acknowledge and agree that Grantee will maintain its books and records in accordance with generally accepted accounting principles (GAAP).

- o. “Installation” means any connection of the System from distribution cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
- p. “Normal Business Hours” means those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours. Normal Business Hours as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- q. “Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Normal Operating Conditions as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- r. “Other Programming Service” means information that a cable operator makes available to all Subscribers generally. Other Programming Services as defined herein shall be the definition set forth in 47 U.S.C. § 522 (14).
- s. “Person” is any person, firm, partnership, association, corporation, company, limited liability entity or other legal entity.
- t. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, utility easements or any other place, area, or real property owned by or under the control of City which are dedicated for compatible use.
- u. “Right-of-Way Ordinance” means any ordinance or other applicable code requirements regarding regulation, management and use of Rights-of-Way in City, including permitting requirements.

- v. “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.
- w. “Service Interruption” means the loss of picture or sound on one (1) or more Cable Channels. Service Interruption as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- x. “Standard Installation” means any residential Installation which can be completed using an aerial Drop of one hundred twenty-five (125) feet or less.
- y. “Subscriber” means any Person who receives broadcast programming distributed by a Cable System and does not further distribute it. Subscriber as defined herein shall be the definition set forth in 47 C.F.R. § 76.5(ee).
- z. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station. Video Programming as defined herein shall be the definition set forth in 47 U.S.C. § 522(20).

SECTION 2.
GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
2. Grant of Nonexclusive Authority.
 - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service under the Franchise Agreement. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.
 - b. This Franchise shall be nonexclusive, and City reserves the right to grant use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service.
 - c. If any other wireline provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this

requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. Nothing herein shall be deemed a waiver of any remedies available to Grantee under Applicable Laws, including the right to seek judicial review to mandate Grantor amend the franchise to ensure competitive equity between similarly situated competitive providers.

3. Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the date of execution by City, unless sooner renewed, revoked or terminated as herein provided.
4. Previous Franchises. Upon acceptance by Grantee as required by Section 11.2 herein, this Franchise shall supersede and replace any previous ordinance or other authorization granting a franchise to Grantee.
5. Compliance with Applicable Laws, Resolutions and Ordinances.
 - a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, of the City. This Franchise may also be modified or amended with the mutual written consent of City and Grantee as provided in Section 10.3 herein.
 - b. Grantor shall at all times be subject to and comply with all Applicable Laws with respect to this Franchise.
 - c. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City, provided that it does not discriminate between different users of the Rights-of-Way.
 - d. In the event of any conflict between this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the terms of this Franchise shall govern, provided however Grantee shall at all times comply with City ordinances of general applicability promulgated by the City in accordance with its police powers.
6. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Grantee or City Clerk or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Leeds
 Attn: Mayor
 1400 9th St NE
 Leeds, AL 35094

If to Grantee: Charter Communications
 601 Massachusetts Avenue, NW, Ste 400
 Washington, DC 20001

With nonbinding courtesy copies to:

Charter Communications
 Attn: Government Relations Director
 151 London Parkway
 Birmingham, AL 35211

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits, Construction Codes, and Cooperation.
 - a. Grantee shall comply with the construction requirements of local, state and federal laws.
 - b. Grantee agrees to obtain a permit as required by City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify City prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to City.
 - c. City may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with City in establishing such policy and comply, to the extent technically feasible, with the procedures established by the Mayor or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
 - d. Failure to obtain permits or comply with permit requirements shall subject Grantee to all enforcement remedies available to City under Applicable Laws or this Franchise.
 - e. Grantee shall have the opportunity to meet with developers and be present at pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments, within the City where extension of service is economically feasible at Grantee's discretion, in a timely manner upon written notification of such meetings to the Grantee.

- f. If requested by the City, Grantee shall meet with the City within 90 days to hold an annual meeting with City to coordinate construction plans of both parties for the upcoming year.
 - g. Subject to Applicable Laws, when City uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as City directs. Grantee's System construction shall at all times comply with Applicable Laws, which City agrees shall be applied on a nondiscriminatory basis. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
2. Minimum Interference.
- a. Grantee shall use commercially reasonable efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.
 - b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.
3. Disturbance or damage. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as determined by City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and a thirty (30) day opportunity to satisfy that request, City shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration within thirty (30) days after its receipt of City's invoice thereof.
4. Temporary Relocation.
- a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of City, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not

limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a City project or activity makes disconnection, removal, or relocation necessary or less expensive for City.

- b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.
5. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against City for restoration, repair or damages. Grantor is aware that the communication facilities of the Grantee can and does transport emergency required communications such as phone and internet life monitoring services if a representative of the Grantor disconnects or damages the facilities of the Grantee,
6. Tree Trimming. Grantee shall comply with all applicable provisions of the Code of Ordinances of the City regarding the trimming of any tress on public property or in the Rights-of-Way.
7. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regarding or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.
8. Installation records. Grantee shall keep accurate Installation records of the location of all facilities in the Rights-of-Way and public ways and, upon written request of City, will make them available for viewing to City at Grantee's office or in a mutually agreed upon location.
9. Locating facilities.
 - a. If, during the design process for public improvements, City discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with City to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days.
 - b. City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and

devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of City limits.

10. Relocation delays.

In cases where the City undertakes work in the Right-of-Way, the Grantee shall, upon reasonable notice from City, relocate its facilities as reasonably necessary to accommodate the City's work. The Grantee must promptly provide notice to City of any potential delay involving relocation of Grantee's facilities. If Grantee's relocation effort so delays construction of a public project causing City to be liable for delay damages, Grantee shall reimburse City for those damages attributable to the delay created by Grantee, however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party. All of Grantee's relocation work shall be done in strict compliance with the rules, regulations and ordinances of the City and any applicable state and federal laws.

11. Interference with City Facilities.

The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with the placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other systems that have been installed, maintained, used or authorized by City.

12. Safety Requirements.

- a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
- b. Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.
- c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4. DESIGN PROVISIONS

1. System Upgrade/Construction: Minimum Channel Capacity.

- a. Grantee shall operate and maintain for the term of this Franchise a System capable of providing a minimum of 100 Channels.

- b. All final programming decisions remain the discretion of Grantee in accordance with this Franchise and pursuant to 47 U.S.C. §§ 531, 542 and 545.
2. System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.
 3. Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption.
 4. Emergency Alert Capability. Grantee shall at all times comply with the Emergency Alert System standards pursuant to Title 47, Section 11, Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.
 5. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.
 6. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with City or its designee within ten (10) days of the date of request.
 7. Annexation. Upon the annexation of any additional land area by the City, if the annexed area is not currently served by a cable operator it will be subject to the other provisions of this Section 4. If the annexed area is served by a cable operator, Grantee has the option to extend its Cable System to the newly annexed area if Grantee determines that it is economically feasible to do so. Upon the annexation of any additional land area by the City, the annexed area shall be subject to all the terms of this Franchise upon sixty (60) days of written notification by the City to Grantee. A cable operator other than Grantee whose Cable System already passes homes in an annexed area shall not extend its Cable System beyond those homes which it passes at the time the annexation occurs unless it otherwise obtains a franchise from the City. In the event the Grantor modifies the Service Area by annexation or any other means, the City shall provide at least sixty (60) days prior notice to the Grantee. The City shall also notify Grantee of all new street address assignments or changes within the Service Area. Said notice shall be in writing to the

address set forth below by U.S. certified mail, return receipt requested. City shall provide detail and information, including address files and maps in sufficient detail and in an acceptable digital format, if feasible. Grantee shall begin to collect Franchise Fees from Subscribers in any annexed area within ninety (90) days of such notice and address information as described above. Grantee shall not be obligated to collect and remit Franchise Fees until such notice and information has been received by Grantee.

All notices provided under this subsection shall be delivered to the Grantee at the following address:

Charter Communications
 Attn: Government Relations Director
 151 London Parkway
 Birmingham, AL 35211

Grantee shall provide Grantor thirty (30) days written notice of address changes affecting this subsection pursuant to section 2, paragraph 7.

8. Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

SECTION 5. SERVICE PROVISIONS

1. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications and all payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.
2. Sales Procedures. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation. Grantee's sales personnel will not be required to compensate City for any permit that may be required.
3. Consumer Protection and Service Standards. The Grantee shall comply with all applicable federal regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise, which for the parties' convenience are set forth below as they exist on the Effective Date.
 - a. Cable System office hours and telephone availability.
 - i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

- (1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - (2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.
- ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
 - iii. Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
 - iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
 - v. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.
- b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.
- i. Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the connection point of the existing distribution system.
 - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
 - iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)
 - iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
 - v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the

customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

- c. Communications between Grantee and Subscribers.
 - i. Notifications to Subscribers:
 - (1) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
 - (a) Products and Services offered;
 - (b) Prices and options for programming Services and conditions of subscription to programming and other Services;
 - (c) Installation and Service maintenance policies;
 - (d) Instructions on how to use the Cable Service;
 - (e) Channel positions of programming carried on the System; and
 - (f) Billing and complaint procedures, including the address and telephone number of the nearest customer service center.
 - (2) Subscribers will be notified of any changes in rates, programming Services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by Section 76.1602.
 - (3) In addition to the requirement of subparagraph (2) of this section regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the deletion of Channels, each Channel deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Grantee need only identify for Subscribers, the television signal location and not whether that signal may be multiplexed during certain day parts.

- (4) To the extent Grantee is required to provide notice of Service and rate changes to Subscribers, the Grantee may provide such notice using any reasonable written means at its sole discretion.
 - (5) Notwithstanding any other provision of this section, Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or City on the transaction between the Grantee and the Subscriber.
- ii. **Billing:**
 - (1) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
 - (2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
 - iii. **Refunds:** Refund checks will be issued promptly, but no later than either:
 - (1) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - (2) The return of the equipment supplied by Grantee if Service is terminated.
 - iv. **Credits:** Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
4. **Subscriber Contracts.** Upon request, Grantee shall file with City any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, upon request, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service is maintained in Grantee's public file, and upon request, shall be available for public inspection. A copy of Grantee's current rate card can be located at <http://www.charter.com/browse/content/rate-card-info>. A copy of Grantee's current channel line-up for Leeds AL can be located at <http://www.charter.com/browse/tv-service/tv#Channel-Lineup>
5. **Refund Policy.** If a Subscriber's Cable Service is interrupted or discontinued without cause, for twenty-four (24) or more consecutive hours, the Grantee shall, upon request by Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.

6. Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

**SECTION 6.
OPERATION AND ADMINISTRATION PROVISIONS**

1. Administration of Franchise. The Mayor or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise; provided, however, that the City Council shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Franchise Fee.
- a. During the term of the Franchise, Grantee shall pay quarterly to City a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues,
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation in form and substance substantially the same as Exhibit A attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the City on or before the date due, or is underpaid, Grantee shall pay in addition to the payment, or sum due, interest from the due date at the state legal interest rate of 6% annually (Alabama Code § 8.8.1).
 - c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Grantee's books and records pursuant to Section 6.6 of this Franchise and such review indicates a Franchise Fee underpayment of seven percent (7%) or more during the entire period reviewed, the Grantee shall, subject to Applicable Law, assume all reasonable documented costs of such audit, and pay same upon demand by the City.
3. Discounted Rates. For the purposes of this section, in the case of a Cable Service that may be bundled or integrated functionally with other services, capabilities, or applications, the Franchise Fee shall be applied only to the gross revenue, as defined in Section 1.2.n., attributable to Cable Service. Where Grantee bundles, integrates, ties, or combines Cable Services with non-video services creating a bundled package, so that subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, gross revenues shall be determined based on an equal allocation of the package discount, that is, the total price of the individual classes of service at advertised rates compared to the package price, among all classes of service comprising the package. The fact that the Grantee offers a bundled package shall not be deemed a

promotional activity. If the Grantee does not offer any component of the bundled package separately, the Grantee shall declare a stated retail value for each component based on reasonable comparable prices for the product or service for the purpose of determining Franchise Fees based on the package discount described above. For the purposes of determining gross revenue for bundled or integrated services, Grantee shall use the same method of determining revenues under generally accepted accounting principles.

4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than required by applicable state statute of limitations, as may be amended from time to time, except for service complaints which shall be kept for one (1) year. City acknowledges that some of the records which may be provided by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws. Grantee shall produce such books and records for City's inspection at any mutually agreed upon location within the City.
5. Reports to be Filed with City.
 - a. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in form and substance as Exhibit A attached hereto.
 - b. City and Grantee shall mutually agree, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise.
 - c. Upon reasonable notice by City, Grantee shall deliver its System maps and plats to City's office located at 1400 9th St NE, Leeds, AL 35094 or at a mutually agreed upon location, for viewing, however, for confidential and proprietary reasons, Grantee shall not be required to provide copies of its maps and plats to City.

SECTION 7. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Liability Insurance.
 - a. Grantee shall obtain with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, an occurrence-based comprehensive general liability insurance policy, including contractual liability coverage with standard insurance exclusions, in protection of City, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured the City, its officers, elected officials,

boards, commissions, agents and employees. The Commercial General Liability shall be \$2,000,000 per occurrence for bodily injury, death or property damage and \$3,000,000 aggregate. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise and shall be issued by company licensed to do business in the State of Alabama with a rating by A.M. Best & Co. of not less than "A" upon the Effective Date of this Franchise or at the time a sale or transfer of ownership is approved by City. Grantee shall furnish City with current certificates of insurance evidencing such coverage upon request. Cancellation notice will be provided for any reason other than non-payment of premium and requires the City provide Grantee a valid contact name and e-mail address (with any changes to the contact name or e-mail address being the responsibility of the City).

2. Indemnification

- a. Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's negligent operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the negligent activities of Grantee, its subcontractors, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings. Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees.
- b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
- c. City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the certificates of insurance described in this Franchise.
- d. The indemnification of City by Grantee provided for in this Franchise shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- e. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:
 - i. Promptly notify Grantee within ten (10) business days in writing of any claim or legal proceeding which gives rise to such right;
 - ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

SECTION 8.

SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that after notice and an opportunity to cure as reordered herein;

- i. Grantee has repeatedly and substantially violated material provisions(s) of this Franchise and has not put forth a reasonable proposal to cure such violations; or
- ii. Grantee has intentionally and materially evaded any of the provisions of the Franchise; or
- iii. Grantee has practiced a material fraud or a material deceit upon City.

2. Procedures for Revocation.

- a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required therein, City shall provide Grantee with the basis of the revocation.
- b. Should City determine to proceed with a revocation proceeding, Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation. The due process to be afforded Grantee shall include the Grantee's right to present any written or verbal testimony or other relevant evidence to the City Council for consideration. Such information presented by Grantee shall be considered part of the record of the

proceeding. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

- c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency. Nothing in this Franchise, including the enforcement provisions set forth in this Section 8, shall prevent Grantee from filing at any time a legal action in any permissible court or tribunal seeking a declaration or enforcement of Grantee's rights or obligations under the Franchise.
 - d. During the appeal period or pendency of any legal action, the Franchise shall remain in full force and effect unless the term thereof sooner expires and Grantee is not pursuing renewal under Applicable Law or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.
3. Removal After Abandonment, Termination or Forfeiture. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.
 4. Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 9. PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other Applicable Laws, and all executive and administrative orders relating to nondiscrimination.
2. Subscriber Privacy. Grantee shall at all times comply with all applicable provisions of 47 U.S.C. 551 governing subscriber privacy. Grantor reserves any and all rights it may have now or in the future to enforce compliance with all applicable state and federal laws and regulations governing subscriber privacy.

**SECTION 10.
MISCELLANEOUS PROVISIONS**

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws.
4. Compliance with Federal, State and Local Laws.
 - a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation.
 - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.
5. Non-enforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
6. Rights Cumulative. The rights and remedies reserved to the City and Grantee by this Franchise are cumulative and shall be in addition to and not in derogation of any other

legal or equitable rights or remedies which the City and Grantee may have with respect to the subject matter of this Franchise, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

- 7. Force Majeure. Neither party shall be in default under this Agreement if any failure or delay in performance is caused by acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore; war or civil disorder; or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification shall be given by the excused party to the other party, of the cause and of the estimated duration, when possible.

**SECTION 11.
PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

- 1. Publication, Effective Date. This Franchise shall be published in accordance with applicable local and state law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 11.2.
- 2. Acceptance.
 - a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes.
 - b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.
 - c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.
 - ii. With its acceptance, Grantee shall also deliver any insurance certificates as required herein that have not previously been delivered.

Passed and adopted by the City Council this _____ day of _____, 2020.

ATTEST: **LEEDS, ALABAMA**

By: _____ By: _____

Its: _____ Its: _____

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

SPECTRUM SOUTHEAST, LLC

Date: _____, _____ 2020

By: Charter Communications, Inc., Its Manager

By: _____

Print Name:

Its: Vice President, Government Affairs

SWORN TO BEFORE ME this
__ day of _____, 2020.

NOTARY PUBLIC

**EXHIBIT A
FRANCHISE FEE PAYMENT WORKSHEET**

TRADE SECRET – CONFIDENTIAL

ATTACHMENT B. FRANCHISE FEE PAYMENT WORKSHEET

TRADE SECRET – CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Other Revenue				
Equipment rental				
REVENUE				
Fee Calculated				

Fee Factor: 5%

EXHIBIT B
GRANTEE COMPLIMENTARY LOCATIONS TO CITY LOCATIONS

One (1) complimentary outlet of Basic Service will be provided, on a voluntary basis, to each of the locations listed below. If any of the locations below require an installation, Grantee will install Basic Service at the lowest actual cost of Grantee’s time and material. Each location listed below may add additional outlets at their own expense, as long as installation meets Grantee’s standards and approval, which shall not be unreasonably withheld.

City Hall	1400 9 th St., Leeds, AL 35094
Development Services	1404 9th St. Leeds, AL 35094
Municipal Annex	1410 9th St. Leeds, AL 35094
City Hall Annex	1412 9th St. Leeds, AL 35094
Police Department	1040 Park Drive, Leeds, AL 35094

File Attachments for Item:

2. B20-000001: Request for an Alcoholic Beverage License to Virginia Abu Al Maati, /dba/ Mountainview Package Store at 8525 Whitfield Avenue; Suite 101



CITY OF LEEDS

ALCOHOL BEVERAGE LICENSE APPLICATION AND INFORMATION PACKET

Updated 09/30/2020

DEPARTMENT OF DEVELOPMENT SERVICES

1400 9TH ST.

LEEDS, AL 35094

WWW.LEEDSALABAMA.GOV

205-699-0943

BASIC INSTRUCTIONS FOR COMPLETING THIS APPLICATION

- The application must be completed in its entirety. Incomplete applications will not be reviewed, and we cannot complete any portion of this application for you. If the space provided is not sufficient to fully and correctly answer a question, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.
- A \$400 application / investigation / advertising fee must accompany your application at the time of submission. Money orders, cashier's checks, or certified checks made payable to the City of Leeds are acceptable forms of payment. E-check, Mastercard, and Visa are also accepted.
- At the time of submission the completed application must be dated, signed and verified, under oath, by the applicant.
- Completed applications and application fee must be delivered to the Department of Community Development, located at City Hall at 1400 9TH ST, Leeds, AL 35094

A WORD ON LICENSE FEES

- Licenses granted prior to July 1st shall pay the license fee for the entire year.
- Licenses granted after July 1st; The license fee will be one-half of the full year rate, and the license will be due for renewal at the end of the year at the regular rate.
- License fees are non-refundable.

KEY CONTACTS

- **LICENSE AND PERMIT ENFORCEMENT**
Please direct all questions regarding Alcohol Licensing or License Enforcement to
Brad Watson
bwatson@leedsalabama.gov

- **Alcohol LICENSE**
Tel: 205-699-0943

Kathy Capps
Codes Enforcement Officer
kcapps@leedsalabama.gov

Glen Williams
Codes Enforcement Officer
gwilliams@leedsalabama.gov

- **APPLICATION HEARINGS**
Toushi Arbitelle
City Clerk
tarbitelle@leedsalabama.gov
Tel: 205-205-699-2585

- **MAILING ADDRESS**
Department Of Development Services
Attn: Alcohol Licenses
1400 9th St
Leeds, AL 35094

CHECK LIST FOR COMPLETING APPLICATION PACKET

This checklist is provided for your information and convenience. We recommend that, once you have completed your application packet, you review your answers and materials; comparing that information with the checklist below. Only when you are able to checkoff every item in the list below will your application packet be complete and ready to be submitted.

- Application: All forms must be completed, signed, and notarized.
- Entity Documents: Articles of Incorporation and/or Organization detailing the company organizational structure, Jefferson, or Shelby County (as applicable) dba filing (if applicable), and company organization chart.
- Personal Statement: Required for sole proprietor, all partners, all corporate officers and/or members, all corporate shareholders with 10% or more ownership, all managers, and the registered agent. NOTE: An original photograph of the individual is required to accompany each form.
- Copy Of Drivers License: Required for all persons completing a Personal Statement.
- Statement Of Waiver And Consent: Leeds Police Background Verification Process: Required for all persons completing a Personal Statement.
- Affidavit Of Immigration Status: Required for all persons completing a Personal Statement.
- Registered Agent Form: Registered agent must reside within Jefferson, Shelby or St. Clair County, Alabama.
- Copy Of Property Lease
- Legal Survey: Scale drawing showing the business location. Must have been completed within last 48 months.
- Surveyors Certificate: Completion of form included with the packet.
- Floor Plan Drawing: Establishments applying for a consumption on premises license must show kitchen and customer area. Growlers, convenience stores, grocery stores, gas, drug, or dry goods stores all must show 80% floor space and storage area devoted to the retail sale of products other than alcohol beverages.
- Business License: A copy of the current City of Leeds business license must be provided.
- Copy Of Menu: Required for consumption on premises license applicants only.
- Jefferson, St. Clair or Shelby (as applicable) County Health Department Approval: Required for consumption on premises license applicants only.
- City Of Leeds Fire Services Approval: Required for consumption on premises license applicants only.
- Performance Bond: Required for wholesale license applicants only.

REVIEW OF CODE AND FOLLOWING NOTES

- It is advisable that applicants for any business, liquor, beer, and/or wine license do not sign any contracts or make any expenditures and/or obligations in any other manner without first making themselves aware of all requirements for compliance with City of Leeds Ordinances and the Laws of the State of Alabama.
- All applicable distance requirements for liquor, beer and/or wine licenses are to be measured as follows:
 - For premises that are located or proposed to be located in the city, distance shall be measured from such residence, library, property line, park or school bus stop by the straight line distance to the point of the premises nearest to such school, library, property line, park or school bus stop.
- Any police, zoning, health and fire clearances must be approved in writing by the appropriate departments and sent to the Development Office – Alcohol License before your application for a license can be processed.
- Any questions that you may have for your particular situation with regard to the interpretation of City of Leeds Ordinance or its application must be submitted in writing to the Department of Development Services. Your questions will be reviewed and answered in writing, as appropriate. You must not rely on verbal interpretations of City Codes or Ordinances or verbal opinion with regard to their application to your particular situation.
- In addition to the City of Leeds license, a State license shall be required. Please contact the county revenue office for assistance.



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CITY OF LEEDS

PRIVILEGE LICENSE APPLICATION COVER PAGE

CONTACT INFORMATION

Business Name: Mountainview Package Store

Contact Name: Virginia Abu Al Maati

Contact Email: almaati@outlook.com

Contact Telephone: (347)433 3802

Contact Mobile: (347)433 3802

LICENSE INFORMATION

Please select the most appropriate response. This application is being filed due to:

New Location

New License

New Ownership

Other. Please specify. _____

Please select the category that best describes the business for which this application is being submitted.

Package Store

Convenience Store

Private Club

Restaurant

Super Market

Specialty Shop

Gas / Drug / Dry Goods Store

Brew Pub

Other. Please specify. _____

Please indicate the type of license for which you are applying (check all that apply):

Retail Package Sales

Wholesale / Distributor

Manufacturer / Brewery

Consumption On Premises

Specialty Gift Shop

Selling the following (check all that apply):

Beer

Growlers

Wine

Sunday Sales

Distilled Spirits

Wine by bottle for off-premises consumption (Restaurants Only)

THIS SECTION FOR CITY STAFF USE ONLY

Please select from the list at right each type of alcohol sales that apply to the business for which this application is being submitted. If you intend to sell both wine and beer / malt beverages, please select the "Beer and Wine" category rather than selecting the individual "Beer" category and "Wine" category.

Liquor

Amount Due _____

Beer

Amount Due _____

Wine

Amount Due _____

Beer and Wine

Amount Due _____

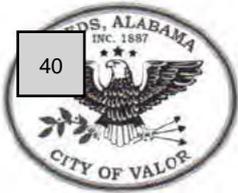
Amount Due _____

Amount Due _____

TOTAL AMOUNT DUE

Growler

Amount Due



CITY OF LEEDS

ALCOHOL BEVERAGE SALES & SERVICE APPLICATION FORM

1. Every question must be fully and completely answered.
2. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.
3. When completed, the application form must be dated, signed, and verified under oath by the licensee.
4. An investigative fee of \$350 must be paid at the time the completed application is submitted. Payment may be made using a money order, cashier's check, or certified check made payable to "City of Leeds".
5. The completed form and payment must be filed with the Department of Development Services, located at Leeds City Hall - 1400 9th St, Leeds, AL 35094.

APPLICANT INFORMATION

Social Security #: [REDACTED]

Last Name: Abu Al Maati First Name: Virginia Middle Initial: _____
 Home Address: 259 Davis dr. City: Odenville State: AL Zip: 35120
 Home Telephone: N/A Mobile Telephone: (347)433 3802

BUSINESS INFORMATION

Business Name: Mountainview Package Store Street Address: 8525 Whitfield Ave (Leeds AL) Suite 101.
 Mailing Address: 259 Davis dr City: Odenville State: AL Zip: 35120
 Federal Employer ID #: 84-4425999 AL Sales Tax #: R010605543 AL Withholding #: N/A

Ownership Type (Select One): Sole Proprietor Partnership or Association

Corporation Name of Corporation: Mountainview Package Store Inc.

In the space provided list all partners, corporate officers, shareholders (owning 10% of shares or greater), and managers associated with the business for which this application is being submitted. For each individual identified, you must provide their name, address of residence, telephone number, date of birth, social security number, and percentage of interest in the business. If the space provided is insufficient, please indicate "reference attached sheets" in the space below and attach the additional pages (typed information only) as needed.

<p><u>Virginia Abu Al Maati</u> [REDACTED] <u>Address: 259 Davis dr. Odenville AL 35120</u> <u>Phone #: (347)433 3802</u> <u>Share/ownership Percentage: 10%</u> <u>Position: COO/General manager/ Co-owner.</u></p>	<p><u>Eman Elia</u> [REDACTED] <u>Address: 253 Davis dr Odenville AL 35120</u> <u>Phone #: (347)551 7235</u> <u>Share/ownership Percentage: 90%</u> <u>Position: CEO/Co-owner.</u></p>
---	---

41 In the space provided list all other individuals (not listed in the previous response) who have any interest in the application. For each individual identified, you provide their name, address of residence, telephone number, date of birth, social security number, and percentage of interest. If the space provided is sufficient, please indicate "reference attached sheets" in the space below and attach the additional pages (typed information only) as needed.

[Empty rectangular box for listing other individuals with interest in the application.]

Does the licensee, partner, corporation or owners have any ownership interest in any other business licensed to sell or serve alcohol in the State of Alabama?

Yes

If you responded "yes", please list the name and location (including city) of each such business.

No

Golden Sands Liquors
205 Neptune Ave
Brooklyn NY 11235
(Retail Store)

Will entertainment be provided at the business location that is the subject of this application?

Yes No

If you answered "yes" to the previous question, you must provide a reasonable description as to the type and/or nature of the entertainment to be provided and an approximation as to frequency.

[Empty rectangular box for providing a description of entertainment to be provided.]

42 In the space provided below, please indicate all individuals who are providing capital for the subject business, their mailing address, and the total amount of they are investing.

First And Last Name	Mailing Address	Capital Invested
Virginia AbuAlMonti	259 Davis dr Odenville AL 35120	\$12,000.00 ^{No}
Eman Elia	253 Davis dr Odenville AL 35120	\$12,000.00 ^{No}

PROPERTY INFORMATION

Building Owner

Name WalLeeds LLC
Address P.O. Box 161150
City Austin State TX Zip Code 78716

Land Owner

If same as Building Owner, check here and

proceed to next question.

Name _____
Address _____
City _____ State _____ Zip Code _____

Lessor **

Name WalLeeds LLC
Address P.O. Box 161150
City Austin State TX Zip Code 78716
Amount Of Rent Paid (Per Month): 2,999.59 ** Attach one copy of corresponding lease.

Sub Lessor **

Check here if there is no sub-lessor.

Name _____
Address _____
City _____ State _____ Zip Code _____
Amount Of Rent Paid (Per Month): _____ ** Attach one copy of corresponding lease.

Before proceeding to the next page, please revisit the answers and information that you have provided in this application to ensure they are accurate and complete. Also, please reference the check list provided on page 3 of the application packet and ensure that you have collected and attached all required documents, surveys, and other information. If, in the course of answering the questions in this application form, you have attached additional pages, please make certain that those pages are clearly labeled to indicate the corresponding question.

Once you have fully reviewed your completed application packet in the manner described above, please proceed to the next page to sign under oath the application.

This statement is to be executed under oath and is subject to the penalties for false swearing. This page must be completed and signed in the presence of the Notary Public certifying its execution.

State Of Alabama, St. Clair County

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Alcoholic Beverage Sales and Service and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Eman Elia

Applicant's Printed Name

10/8/2020

Date Of Application

[Handwritten Signature]

Applicant's Signature

I hereby certify that Eman Elia signed her / his name to the foregoing application stating to me the he /she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

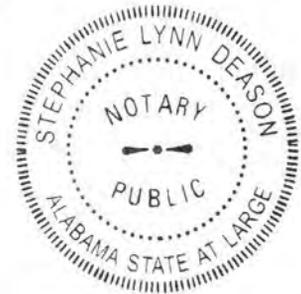
This 8th day of October, 20 20

Stephanie Lynn Deason

Notary Public - Printed Name

[Handwritten Signature]

Notary Public - Signature



This statement is to be executed under oath and is subject to the penalties for false swearing. This page must be completed and signed in the presence of the Notary Public certifying its execution.

State Of Alabama, St. Clair County

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Alcoholic Beverage Sales and Service and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Virginia Abu Al Maati
Applicant's Printed Name

10/8/2020
Date Of Application

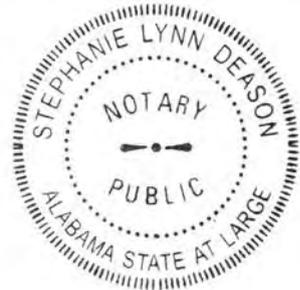
Virginia
Applicant's Signature

I hereby certify that Virginia Maati signed her / his name to the foregoing application stating to me the he /she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

This 8th day of October, 20 20

Stephanie Lynn Deason
Notary Public - Printed Name

Stephanie Lynn Deason
Notary Public - Signature



CITY OF LEEDS AFFIDAVIT VERIFYING LEGAL IMMIGRATION STATUS

THIS AFFIDAVIT MUST BE NOTARIZED

Act 2011-535 Section 30 states that an agency or political subdivision providing or administering a public benefit shall require every applicant for such benefit to execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States.

By executing this affidavit under oath, as an applicant for a City of Leeds public benefit, I hereby state the following with respect to my application for (please check one):

- Alcohol Beverage License or Permit Business Name: Mantainview Package Store Inc.
- Pawn / Precious Metal License or Permit Business Name: _____
- Taxi Cab License or Permit Business Name: _____
- Massage and Spa License or Permit Business Name: _____
- Solicitation Permit Business Name: _____

I am a United States citizen. By executing this affidavit, the undersigned applicant verifies the applicant's lawful presence in the United States as the undersigned applicant is a United States citizen 18-years of age or older. The undersigned applicant has provided at least one secure and verifiable document,* as defined by Section 30, Act 2011-535 with this affidavit.

OR

I am a legal permanent resident. By executing this affidavit, the undersigned applicant verifies the applicant's lawful presence in the United States as the undersigned applicant is a legal permanent resident 18-years of age or older. The undersigned applicant has provided at least one secure and verifiable document,** as defined by Section 30, Act 2011-535 with this affidavit.

OR

I am a qualified alien or non-immigrant. By executing this affidavit, the undersigned applicant verifies the applicant's lawful presence in the United States as the undersigned applicant is a qualified alien or non-immigrant under the federal Immigration and Nationality Act, Title 8 U.S.C. with an alien number issued by the Department of Homeland Security or other federal immigration agency, and is 18-years of age or older. The undersigned applicant has provided at least one secure and verifiable document,** as defined by Section 30, Act 2011-535 with this affidavit.

Applicant's alien number issued by the Department of Homeland Security Or other federal immigration agency

A076146421

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (City) _____ (State)

[Signature]
Signature of Applicant

Eman Elia
Printed Name of Applicant



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8 DAY OF October, 2020

[Signature]
NOTARY PUBLIC

02/20/2023
My Commission Expires

*Documents include a U.S. driver's license, U.S. passport, U.S. passport card or one of the other documents listed on the Attorney General's list of Secure and Verifiable Documents.

**Documents include a Permanent Resident card (from I-551), Arrival/Departure Record (form I-94), Employment Authorization Document (form I-766) or one of the other documents listed on the Attorney General's list of Secure and Verifiable Documents.

A complete listing of secure and verifiable documents is available through the Office of the Attorney General (GA) website:

CITY OF LEEDS AFFIDAVIT VERIFYING LEGAL IMMIGRATION STATUS

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Act 2011-535 Section 30 states that an agency or political subdivision providing or administering a public benefit shall require every applicant for such benefit to execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States.

By executing this affidavit under oath, as an applicant for a City of Leeds public benefit, I hereby state the following with respect to my application for (please check one):

- Alcohol Beverage License or Permit Business Name: Mountainview Package Store Inc
- Pawn / Precious Metal License or Permit Business Name: _____
- Taxi Cab License or Permit Business Name: _____
- Massage and Spa License or Permit Business Name: _____
- Solicitation Permit Business Name: _____

I am a United States citizen. By executing this affidavit, the undersigned applicant verifies the applicant's lawful presence in the United States as the undersigned applicant is a United States citizen 18-years of age or older. The undersigned applicant has provided at least one secure and verifiable document,* as defined by Section 30, Act 2011-535 with this affidavit.

OR

I am a legal permanent resident. By executing this affidavit, the undersigned applicant verifies the applicant's lawful presence in the United States as the undersigned applicant is a legal permanent resident 18-years of age or older. The undersigned applicant has provided at least one secure and verifiable document,** as defined by Section 30, Act 2011-535 with this affidavit.

OR

I am a qualified alien or non-immigrant. By executing this affidavit, the undersigned applicant verifies the applicant's lawful presence in the United States as the undersigned applicant is a qualified alien or non-immigrant under the federal Immigration and Nationality Act, Title 8 U.S.C. with an alien number issued by the Department of Homeland Security or other federal immigration agency, and is 18-years of age or older. The undersigned applicant has provided at least one secure and verifiable document,** as defined by Section 30, Act 2011-535 with this affidavit.

Applicant's alien number issued by the Department of Homeland Security Or other federal immigration agency A76 146 422

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 8th, 2020 in Leeds (City) AL (State)

Virginia
Signature of Applicant

Virginia Abu Al Maati
Printed Name of Applicant



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8 DAY OF October, 2020
Stephanie Lynn Deason
NOTARY PUBLIC 02/20/2023
My Commission Expires

*Documents include a U.S. driver's license, U.S. passport, U.S. passport card or one of the other documents listed on the Attorney General's list of Secure and Verifiable Documents.
**Documents include a Permanent Resident card (from I-551), Arrival/Departure Record (form I-94), Employment Authorization Document (form I-766) or one of the other documents listed on the Attorney General's list of Secure and Verifiable Documents.

CITY OF LEEDS

PRIVATE EMPLOYER AFFIDAVIT PURSUANT TO Section 30- Act 2011-535

THIS AFFIDAVIT MUST BENOTARIZED

By executing this affidavit under oath, as an applicant for an Alcohol Beverage License as referenced in Section 30- Act 2011-535, from the City of Leeds Alabama, the undersigned applicant representing the private employer indicated below verifies the following with respect to my application for the above mentioned document.

Printed Name Of Private Employer: Mountainview Package Store

Section 1: Please select ONE of the following.

- Employs more than ten (10) employees (total employees for Individual, Firm or Corporation). Please complete section 2 below and sign/notarize at the bottom.
Employs ten (10) or fewer employees (Individual, Firm, or Corporation). Do not complete Section 2. Please sign/notarize at the bottom.

Section 2: The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in Section 30 - Act 2011-535. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as listed below:

80-4425999 Federal Work Authorization User Identification Number
01/24/2020 Date Of Authorization

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Section 30 -Act 2011-535, and face criminal penalties allowed by such statute.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 8th, 2020 in Leeds (City) AL (State)

[Signature]
Signature of Authorized Officer or Agent

Eman Elia
Printed Name of Authorized Officer or Agent

Chief Executive Officer
Printed Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8th DAY OF October, 2020

[Signature]
NOTARY PUBLIC

02/20/2023
My Commission Expires



CITY OF LEEDS

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PRIVATE EMPLOYER AFFIDAVIT PURSUANT TO Section 30- Act 2011-535

THIS AFFIDAVIT MUST BENOTARIZED

By executing this affidavit under oath, as an applicant for an Alcohol Beverage License as referenced in Section 30- Act 2011-535, from the City of Leeds Alabama, the undersigned applicant representing the private employer indicated below verifies the following with respect to my application for the above mentioned document.

Printed Name Of Private Employer: Mountainview Package Store

Section 1: Please select ONE of the following.

- Employs more than ten (10) employees (total employees for Individual, Firm or Corporation). Please complete section 2 below and sign/notarize at the bottom.
Employs ten (10) or fewer employees (Individual, Firm, or Corporation). Do not complete Section 2. Please sign/notarize at the bottom.

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84-4425999
Federal Work Authorization User Identification Number

01/24/2020
Date Of Authorization

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Section 30 -Act 2011-535, and face criminal penalties allowed by such statute.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 8th, 2020 in Leeds (City) AL (State)

Virginia Abu Al Maati
Signature of Authorized Officer or Agent

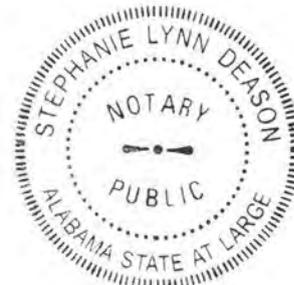
Virginia Abu Al Maati
Printed Name of Authorized Officer or Agent

Chief Operating Officer
Printed Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8th DAY OF October, 2020

Stephanie Lynn Deason
NOTARY PUBLIC

02/20/2023
My Commission Expires





CITY OF LEEDS

ALCOHOL BEVERAGE SALES & SERVICE PERSONAL STATEMENT

This personal statement must be executed under oath by the licensee and each owner, manager, officer and/or director of the corporation of any place of business applying for an Alcohol Beverage License. A completed Personal Statement must be submitted for all of these individuals at the time the Alcohol Beverage License Application is submitted.

Each question must be answered accurately and completely. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Last Name: Abu Al Maati First Name: Virginia Middle Name: _____
 Name Of Business With Which This Statement Is Affiliated: Mountainview Package Store
 Business Location / Street Address: 8525 Whitfield ave Ste 101 City: Leeds State: AL Zip: 35094
 Position In Business Of Above Named Person: Chief Operating Officer Percent Ownership / Interest In Business: 10%
 Annual Salary / Compensation Of the Above Named Person Earned From This Business Entity: N/A Co-owner, not on Salary Business not yet open.

Do you have any financial interest or are you employed in any wholesale or retails business engaged in distilling, bottling, rectifying, or selling alcoholic beverages?

Yes

If "yes", please provide the name, location and your role with the business or businesses.

Golden Sands Liquors Inc
205 Neptune Ave Brooklyn NY 11235
General manager / co-owner

No

Have you ever had any financial interest in an alcoholic beverage business that was denied for a license or permit?

Yes

If "yes", please provide details as to the business and the reason for the denial(s).

No

Has any alcoholic beverage business in which you hold or have held any financial interest or by which you are employed or have been employed ever been cited for any violation of the rules and regulations of the State Revenue Commissioner relating to the sale and distribution of alcoholic beverages?

Yes

No

If, during the past ten (10) years, you have bought and sold any alcoholic beverage business, please provide the details (date of sale, license number, persons and considerations involved).

Have you ever been denied bond by a commercial security company? NO

Yes

If "yes", please provide details as to the reason for the

Are you a registered voter?

Yes No

If "yes", in what State: AL

In what county: St. Clair

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Are there other names that you have used or may be known by (maiden name, names by former marriage, former names changed legally or otherwise, aliases, nicknames, etc.)? Please specify each such name and the dates used:

N/A

Your Home Address: 259 Davis dr

City: Odenville State: AL Zip Code: 35120

Your Business Address: 8525 Whitfield Ave, Suite 101

City: Leeds State: AL Zip Code: 35094

Place Of Birth (Include city, state, and country): Cairo, Egypt

Social Security Number: [REDACTED] Date Of Birth: 09/18/1993 Are you a US Citizen? By Birth Naturalized No

If you are a naturalized US Citizen, please provide the following information. Otherwise, please proceed to the next question set.

Date Naturalized: 10/15/2009 Place and Court: N/A USCIS Certificate #: A252294

Petition #: N/A cert attached Derived Parents' Certificate #: 32683674 Alien Registration #: A76 146 422

Native Country: Egypt Date of US Entry: 07/07/1997 Port of Entry: John F. Kennedy International Airport

Marital Status: Single Married Widowed Divorced Separated

If married or separated, please provide the following information about your spouse.

Full Name (Last, First, Middle): Foster, Zachariah, Jonathan Social Security #: 422 43 9721

Maiden Name: N/A Date Of Birth: 04/27/1995

Name and Address of Employer: Jefferson County Sheriff's Office 809 Richard Arrington Jr. Blvd North, Birmingham, AL 35203

Employment record for the past ten (10) years, noting experience from most to least recent. Note month and year. All forms must be completed.

Date Employed To	Date Employed From	Description of Occupation and Duties Performed	Salary Earned	Employees	Reason For Leaving
Present	01/01/2014	Co-owner/manager	N/A co-owner	N/A	N/A-
04/2018	10/2016	NYPD/Reserve Officer	N/A contract	N/A	Moving

52 List your places of residence for the past ten (10) years from the most to the least recent. Note month and year of residence.

Residence From	Residence Until	Street Address	City	State
03/14	Present	259 Davis dr	Odenville	AL
03/18	03/19	5319 OAKS DR ST CLAIR CIR	MOODY	AL
07/13	03/18	3030 Brighton 12th St. 313	Brooklyn	NY
09/10	07/13	2 West End Ave	Brooklyn	NY

Excluding traffic violations, have you ever been arrested or held by Federal, State, or other law enforcement authorities for any violation of any federal law, state law, or county or municipal law, regulation, or ordinance?

Yes No

If "yes" you must list all such charges even if they were dismissed. Give the reason you were charged or held, the date, place where charged, and the disposition of your case. If no formal arrest was made, indicate "no arrest". After the last arrest is listed, please write "no other arrest".

Race: White Sex: Female Height: 5 Feet 8 Inches Weight in Pounds: 215
 Hair Color: Black Eye Color: Brown Age: 27 Attach a photograph (front view) taken within past 12 months.

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Personal Statement and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Virginia Abu Al Maati
 Applicant's Printed Name

10/08/2020
 Date Of Application

Virginia
 Applicant's Signature

I hereby certify that Virginia Maati signed her / his name to the foregoing application stating to me she / he / she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

This 8th day of October, 2020

Stephanie Lynn Deason
 Notary Public - Printed Name





CITY OF LEEDS

ALCOHOL BEVERAGE SALES & SERVICE

PERSONAL STATEMENT

This personal statement must be executed under oath by the licensee and each owner, manager, officer and/or director of the corporation of any place of business applying for an Alcohol Beverage License. A completed Personal Statement must be submitted for all of these individuals at the time the Alcohol Beverage License Application is submitted.

Each question must be answered accurately and completely. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Last Name: Elia First Name: Eman Middle Name: N/A
Name Of Business With Which This Statement Is Affiliated: Mountainview Package Store Inc
Business Location / Street Address: 8525 Whitfield Ave City: Leeds State: AL Zip: 35094
Position In Business Of Above Named Person: Chief Executive Officer Percent Ownership / Interest In Business: 90%
Annual Salary / Compensation Of the Above Named Person Earned From This Business Entity: _____

Do you have any financial interest or are you employed in any wholesale or retails business engaged in distilling, bottling, rectifying, or selling alcoholic beverages?

Yes

If "yes", please provide the name, location and your role with the business or businesses.

Golden Sands Liquors Inc
205 Neptune Ave Brooklyn, NY 11235.
Co-owner

No

Have you ever had any financial interest in an alcoholic beverage business that was denied for a license or permit?

Yes

If "yes", please provide details as to the business and the reason for the denial(s).

No

Has any alcoholic beverage business in which you hold or have held any financial interest or by which you are employed or have been employed ever been cited for any violation of the rules and regulations of the State Revenue Commissioner relating to the sale and distribution of alcoholic beverages?

Yes

No

If, during the past ten (10) years, you have bought and sold any alcoholic beverage business, please provide the details (date of sale, license number, persons and considerations involved).

Have you ever been denied bond by a commercial security company?

NO

Yes

If "yes", please provide details as to the reason for the

Are you a registered voter?

Yes No

If "yes", in what State: AL

In what county: St. Clair

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Are there other names that you have used or may be known by (maiden name, names by former marriage, former names changed legally or otherwise, aliases, nicknames, etc.)? Please specify each such name and the dates used:

N/A

Your Home Address: 253 Davis dr

City: Odenville State: AL Zip Code: 35120

Your Business Address: 8525 Whitfield Ave Suite 101

City: Leeds State: AL Zip Code: 35094

Place Of Birth (Include city, state, and country): Moscow, Russia

Social Security Number: [Redacted] Date Of Birth: 03/16/1962 Are you a US Citizen? By Birth Naturalized No

If you are a naturalized US Citizen, please provide the following information. Otherwise, please proceed to the next question set.

Date Naturalized: _____ Place and Court: N/A USCIS Certificate #: 32683679

Petition #: N/A cert. attached Derived Parents' Certificate #: N/A Alien Registration #: A076146421

Native Country: Russia Date of US Entry: 07/07/1992 Port of Entry: John F Kennedy International Airport.

Marital Status: Single Married Widowed Divorced Separated

If married or separated, please provide the following information about your spouse.

Full Name (Last, First, Middle): _____ Social Security #: _____

Maiden Name: _____ Date Of Birth: _____

Name and Address of Employer: _____

Employment record for the past ten (10) years, noting experience from most to least recent. Note month and year. All forms must be completed.

Date Employed To	Date Employed From	Description of Occupation and Duties Performed	Salary Earned	Employees	Reason For Leaving
<u>Present</u>	<u>04/2007</u>	<u>Golden Sands liquor - co-owner</u>	<u>N/A owner</u>	<u>N/A family</u>	<u>N/A</u>

List 55 your places of residence for the past ten (10) years from the most to the least recent. Note month and year of residence.

Residence From	Residence Until	Street Address	City	State
07/20	Present	253 Davis dr	Odenville	AL
02/13	Present	3090 Brighton 12th & K	Brooklyn	NY
09/10	02/13	2 West End ave	Brooklyn	NY

Excluding traffic violations, have you ever been arrested or held by Federal, State, or other law enforcement authorities for any violation of any federal law, state law, or county or municipal law, regulation, or ordinance?

Yes No

If "yes" you must list all such charges even if they were dismissed. Give the reason you were charged or held, the date, place where charged, and the disposition of your case. If no formal arrest was made, indicate "no arrest". After the last arrest is listed, please write "no other arrest".

Race: White Sex: female Height: 5 Feet 9 Inches Weight in Pounds: 260
 Hair Color: Black Eye Color: green Age: 58 Attach a photograph (front view) taken within past 12 months.

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Personal Statement and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Eman Elia
 Applicant's Printed Name

10/08/2020
 Date Of Application

[Signature]
 Applicant's Signature

I hereby certify that Eman Elia signed her / his name to the foregoing application stating to me the he / she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

This 8th day of October, 2020

Stephanie Lynn Deason
 Notary Public - Printed Name





CITY OF LEEDS

REGISTERED AGENT DOCUMENTATION FORM

Business Name: Mountainview Package Store
 Location Address: 8525 Whitfield Ave Ste 101
 City: Leeds State: AL Zip Code: 35120
 Email Address: almoati@outlook.com

I, Virginia Abu Al Moati, do hereby consent to serve as the registered agent for the licensee, owners, officers, and/or directors of the above named business and to perform all obligations of such agency under the provisions of the ordinances of the City of Leeds, Alabama. (Every establishment holding an alcoholic beverage license in the city must have a registered agent, and this person must be a legal resident of Jefferson, St. Clair & Shelby County, Alabama.)

This 8th day of October, 20 20.

Virginia
Signature of Agent

Virginia Abu Al Moati / Mountainview Package Store Inc.
Licensed

Virginia Abu Al Moati
Print Name Of Agent

Virginia Abu Al Moati
Owner

259 Davis Dr Odenville AL 35120
Agent's Home Address

Eman Elia
Owner

Odenville, AL 35120
City, State, Zip Code

Virginia Abu Al Moati - Chief Operating Officer
Officer Or Director (with title)
Eman Elia - Chief Executive Officer.



CITY OF LEEDS

REGISTERED AGENT CONSENT FORM

I, the undersigned, hereby authorize the CITY OF LEEDS, Alabama to receive any criminal history on file pertaining to me from any federal, state, or local criminal justice agency.

Last Name: Abu Al Maati First Name: Virginia Middle Name: N/A
 Address: 259 Davis dr City: Odeville State: Al Zip: 35120
 Social Security Number: [REDACTED] Date Of Birth: 09/18/1993 Sex: Female
 Race: White Telephone: (347)4333802

The above information is necessary to retrieve criminal history information.

Virginia
Signature

10/08/2020
Date

I hereby certify that Abu Al Virginia Maati signed her / his name to the foregoing application stating to me the he /she knew and understood all statements and information contained therein.

This 8th day of October, 2020

Stephanic Lynn Deason
Notary Public - Printed Name

Stephanic Lynn Deason
Notary Public - Signature





CITY OF LEEDS

REGISTERED AGENT DOCUMENTATION FORM

Business Name: Mountainview Package Store
 Location Address: 8525 Whitfield Ave Suite 101
 City: Leeds State: AL Zip Code: 35094
 Email Address: emanelia@mail.ru

I, Eman Elia, do hereby consent to serve as the registered agent for the licensee, owners, officers, and/or directors of the above named business and to perform all obligations of such agency under the provisions of the ordinances of the City of Leeds, Alabama. (Every establishment holding an alcoholic beverage license in the city must have a registered agent, and this person must be a legal resident of Jefferson, St. Clair & Shelby County, Alabama.)

This 8th day of October, 2020.

Eman Elia
 Signature Of Agent

Eman Elia/Mountainview Package Store Inc.
 Licensee

Eman Elia
 Print Name Of Agent

Eman Elia
 Owner

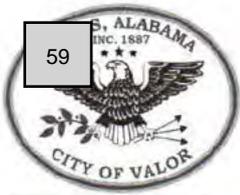
253 Davis dr
 Agent's Home Address

Virginia Abu Al Maati
 Owner

Odenville, AL 35120
 City, State, Zip Code

Virginia Abu Al Maati - Chief Operating Officer.
 Officer Or Director (with title)

Eman Elia - Chief executive officer



CITY OF LEEDS

REGISTERED AGENT CONSENT FORM

I, the undersigned, hereby authorize the CITY OF LEEDS, Alabama to receive any criminal history on file pertaining to me from any federal, state, or local criminal justice agency.

Last Name: Elia First Name: Eman Middle Name: N/A.

Address: 253 Davis dr. City: Odenville State: AL Zip: 35120

Social Security Number: [REDACTED] Date Of Birth: 03/16/1962 Sex: Female

Race: White Telephone: (347) 551 7235

The above information is necessary to retrieve criminal history information.

[Signature]
Signature

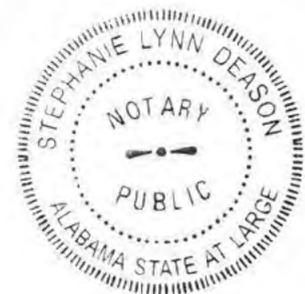
10/8/2020
Date

I hereby certify that Eman Elia signed her / his name to the foregoing application stating to me the he /she knew and understood all statements and information contained therein.

This 8th day of October, 20 20

Stephanie Lynn Deason
Notary Public - Printed Name

Stephanie Lynn Deason
Notary Public - Signature





CITY OF LEEDS

ALABAMA CRIMINAL HISTORY RECORD REQUEST AND CONSENT FORM

1. This request is for (select one of the following):

- Employment
- Firefighter Employment
- Police Officer Pre-Employment
- Criminal Justice Employment - Non Sworn
- Leeds Recreation & Parks Department Employment
- Employment Working With The Elderly
- Employment Working With The Mentally Ill
- Employment At A Child Care Facility / School / Other Job Involving Children
- Licensing
- Taxi Permit
- Precious Metals
- Massage Therapy Permit
- Firearms / Toting Permit
- Leeds Alcohol Licensing Solicitation Permit
- Personal Use
- Military
- International Travel
- Police Ride-Along Request
- Prospective Adoptive / Foster Parents

2. A history is requested on the following person:

Last Name: Abu H Mouti First Name: Virginia Middle Name: N/A
 Social Security Number: [REDACTED] Date Of Birth: 09/18/1993 Sex: Female
 Race: white Telephone: 347 433 5802

3. Person requesting criminal history (person permitted to pickup fulfilled request report):

Last Name: Watson First Name: Brad Middle Name: N/A
 Company (If Applicable): City of Leeds - Zoning Telephone: 205 699 0907
 Your Business Address: 1404 9th St
 City: Leeds State: AL Zip Code: 35094

3. In making this request, I hereby give consent for an inquiry to be made of my Alabama Criminal History. I also give permission for this history to be inquired within the next (circle one) 90 / 180 / ___ days from the date noted on this request. I agree that the Leeds Department of Public Safety, its employees, heirs, trustees, etc., shall in no way be held at fault for the use or misuse of this record once it has been delivered to me. A photocopy of this request will be placed on file and is valid as an original hereof, even though the photocopy does not contain an original signature. Incomplete requests will be denied. This report is considered accurate at time of inquiry and may change at any time. I also understand that the required payment (if applicable) is due upon request.

Results will be made available within five (5) business days. Unclaimed results will be destroyed in fourteen (14) days and an additional request must be submitted.

Photocopy of a legal government issued ID must accompany this request.

Virginia
 Signature of Person Whose Criminal History is Being Requested

10/8/2020
 Date

STAFFUSEONLY

Results: _____

GCIC Tech: _____

ARN: _____

Date Submitted: _____

Inquiry Date: _____



CITY OF LEEDS

ALABAMA CRIMINAL HISTORY RECORD REQUEST AND CONSENT FORM

1. This request is for (select one of the following):

- Employment
- Licensing
- Personal Use
- Firefighter Employment
- Taxi Permit
- Military
- Police Officer Pre-Employment
- Precious Metals
- International Travel
- Criminal Justice Employment - Non Sworn
- Massage Therapy Permit
- Police Ride-Along Request
- Leeds Recreation & Parks Department Employment
- Firearms / Toting Permit
- Prospective Adoptive / Foster Parents
- Employment Working With The Elderly
- Leeds Alcohol Licensing Solicitation
- Permit
- Employment Working With The Mentally Ill
- Employment At A Child Care Facility / School / Other Job Involving Children

2. A history is requested on the following person:

Last Name: Elia First Name: Eman Middle Name: N/A
 Social Security Number: [REDACTED] Date Of Birth: 03/16/1962 Sex: Female
 Race: White Telephone: (347) 551 7235

3. Person requesting criminal history (person permitted to pickup fulfilled request report):

Last Name: Watson First Name: Brad Middle Name: N/A
 Company (if Applicable): City of Leeds - Zoning Telephone: 205 644 0907
 Your Business Address: 1404 9th St.
 City: Leeds State: AL Zip Code: 35094

3. In making this request, I hereby give consent for an inquiry to be made of my Alabama Criminal History. I also give permission for this history to be inquired within the next (circle one) 90 / 180 / ___ days from the date noted on this request. I agree that the Leeds Department of Public Safety, its employees, heirs, trustees, etc., shall in no way be held at fault for the use or misuse of this record once it has been delivered to me. A photocopy of this request will be placed on file and is valid as an original hereof, even though the photocopy does not contain an original signature. Incomplete requests will be denied. This report is considered accurate at time of inquiry and may change at any time. I also understand that the required payment (if applicable) is due upon request.

Results will be made available within five (5) business days. Unclaimed results will be destroyed in fourteen (14) days and an additional request must be submitted.

Photocopy of a legal government issued ID must accompany this request.

[Signature]
Signature of Person Whose Criminal History is Being Requested

10/8/2020
Date

STAFFUSEONLY

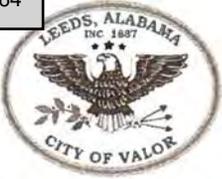
Results: _____

GCIC Tech: _____

ARN: _____

Date Submitted: _____

Inquiry Date: _____



CITY OF LEEDS

REPORT FOR SURVEY FOR ALCOHOLIC BEVERAGE LICENSE

TO: Alcoholic Beverage Permitting - Department of Community Development

DATE: 10-30-2020

APPLICANT: Virginia Abu Al Maati & Eman Elia / Mountainview Package Store Inc.

TRADE NAME: Mountainview Package Store

ADDRESS: 8525 WHITFIELD AVE CITY: LEEDS STATE: AL ZIP: 35094

The undersigned has examined the subject location and has made measurements to determine the compliance or noncompliance with distance requirement of the Code Of The City Of Leeds, Alabama, as follows:

1. ±2,260 feet to the CEDAR GROVE BAPTIST CHURCH

church located at 2001 CEDAR GROVE RD. LEEDS, AL 35094

2. _____ feet to the _____

(regular) school bus stop as designated by the Fulton County Board of Education** where five (5) or more children board the bus and which is located at _____

Distance requirements are defined in Section 12-44 (E) (11) of the Code of the City of Leeds.

3. 2,260 feet to the CEDAR GROVE BAPTIST CHURCH

(church or other place used primarily for religious service) located at 2001 CEDAR GROVE RD.

4. 6,365 feet to the LEEDS MIDDLE SCHOOL

(school ground) located at 1771 WHITMIRE ST. LEEDS, AL 35094

Distance requirements are defined in Section 12-44 € (11) of the Code of the City of Leeds. Please review these sections of the City Code prior to executing this document below.

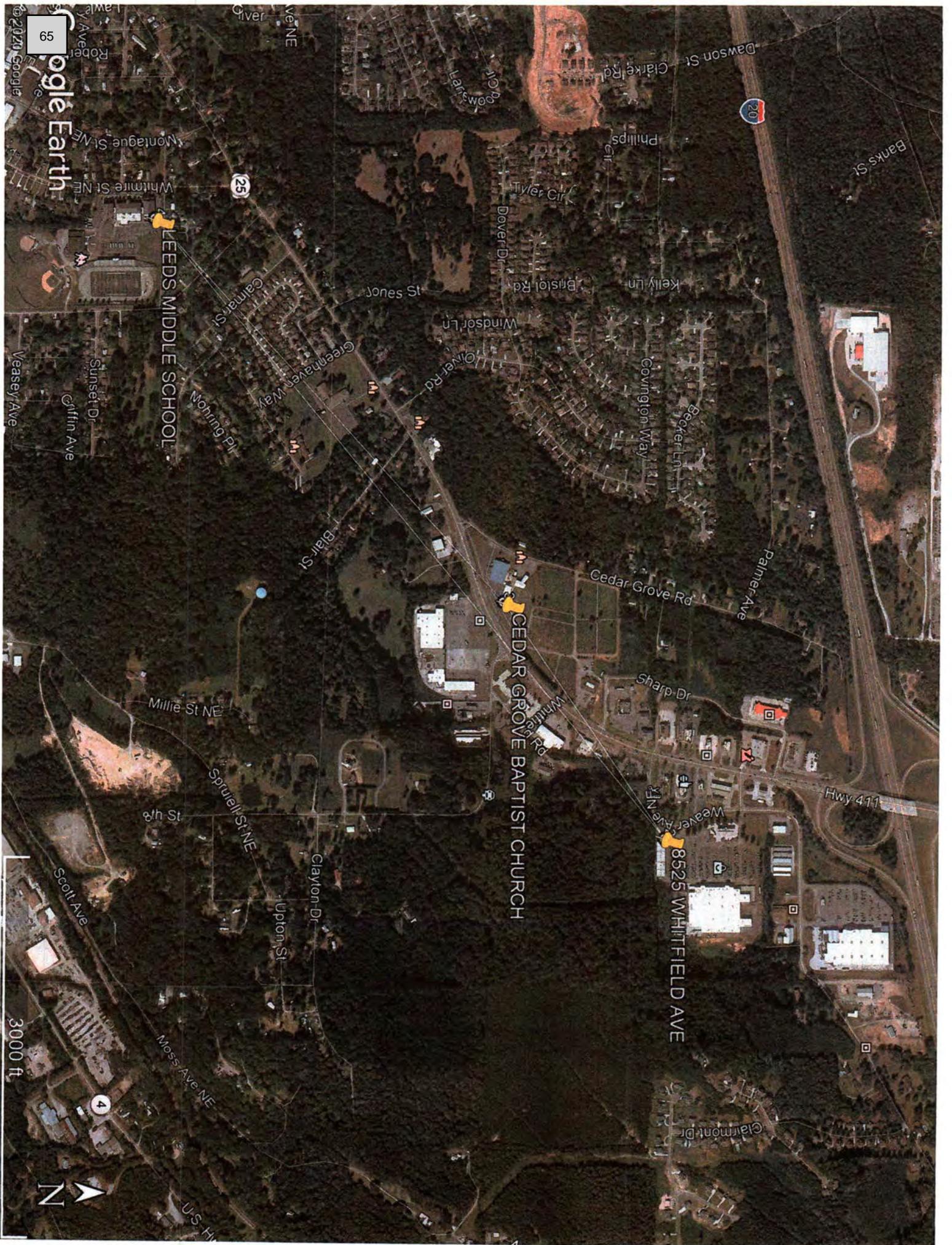
In my opinion, the premises indicated above meets the distance requirements for licensing as prescribed by the Code of the City of Leeds, Alabama.

Signature of Alabama Registered Land Surveyor

24973

Surveyor Number

NOTE: A survey showing the distance to the use described above must be attached to this form at the time of submittal.



LEEDS MIDDLE SCHOOL

CEDAR GROVE BAPTIST CHURCH

8525 WHITFIELD AVE

3000 ft



4

SCHEMATIC SECTION 1
FILE NO. 21-08424

- 9. To be shown below: Complete construction as shown by finished topography (shown in blue) as shown by recorded map.
- 10. To be shown below: Complete construction as shown by finished topography (shown in blue) as shown by recorded map.
- 11. Proposed and existing structures with construction and foundation details (shown in blue) as shown by recorded map.
- 12. Right of way shown as in City of Albany (shown in blue) as shown by recorded map.
- 13. Right of way to Albany Power Company as set out in map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.
- 14. Easement for utility lines as shown on record map recorded in Book 4, 102-6.

Albany Title Co., Inc.
File No. 21-08424
NOTES TO BE EXPLAINED ON SURVEY:
1. The survey and the lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

2. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

3. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

4. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

5. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

6. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

7. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

8. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

9. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

10. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

11. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

12. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

13. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

14. The lot corners, markers and dimensions shown on this plan are as shown on the record map recorded in Volume 96, Page 141, and Deed Book 200, Page 107.

Name of Applicant:
"ALTAACOM Survey"
This survey is made for the benefit of Gregory Corwin, Inc. a Delaware Corporation, Albany Title Co., Inc.
ALTAACOM Land Title Survey, jointly published and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Lot 3-A, according to the Survey of Albany Village of Lots, as recorded in Volume 96, Page 141, and Deed Book 200, Page 107.
According to the survey of ALY 21-08424
Case No. 21084
Albany Title Co., Inc.
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

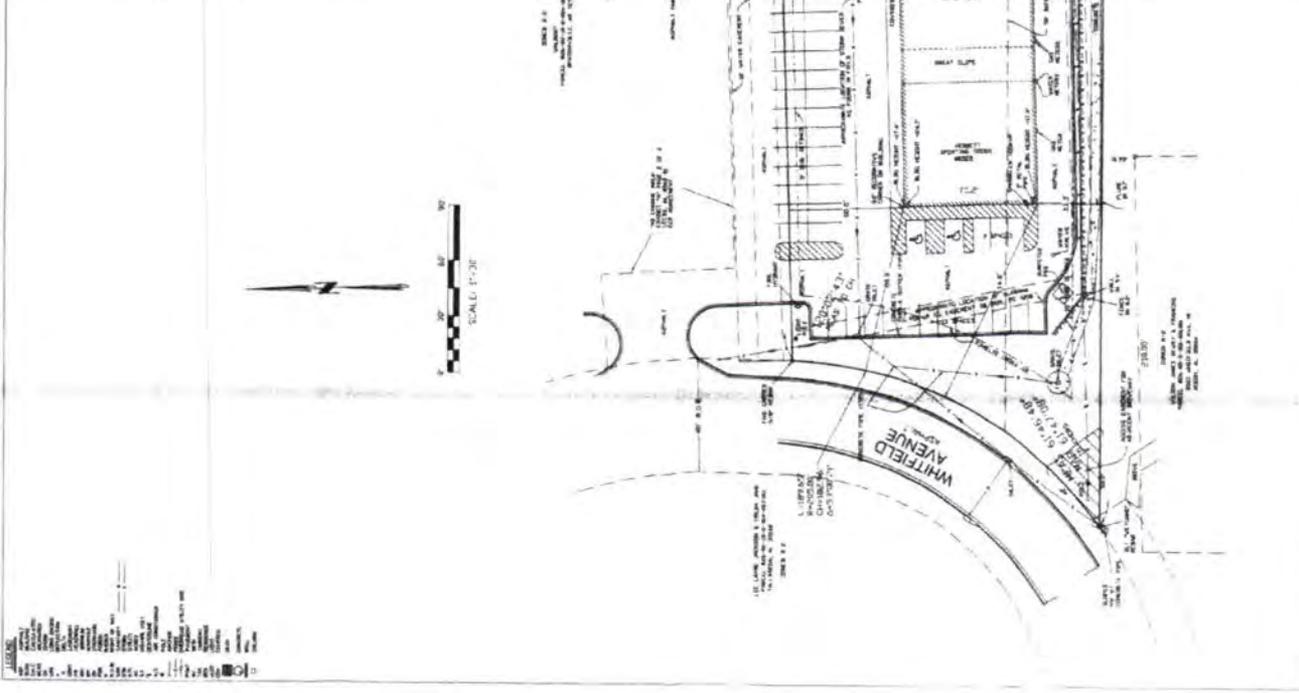
ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
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ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.



ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

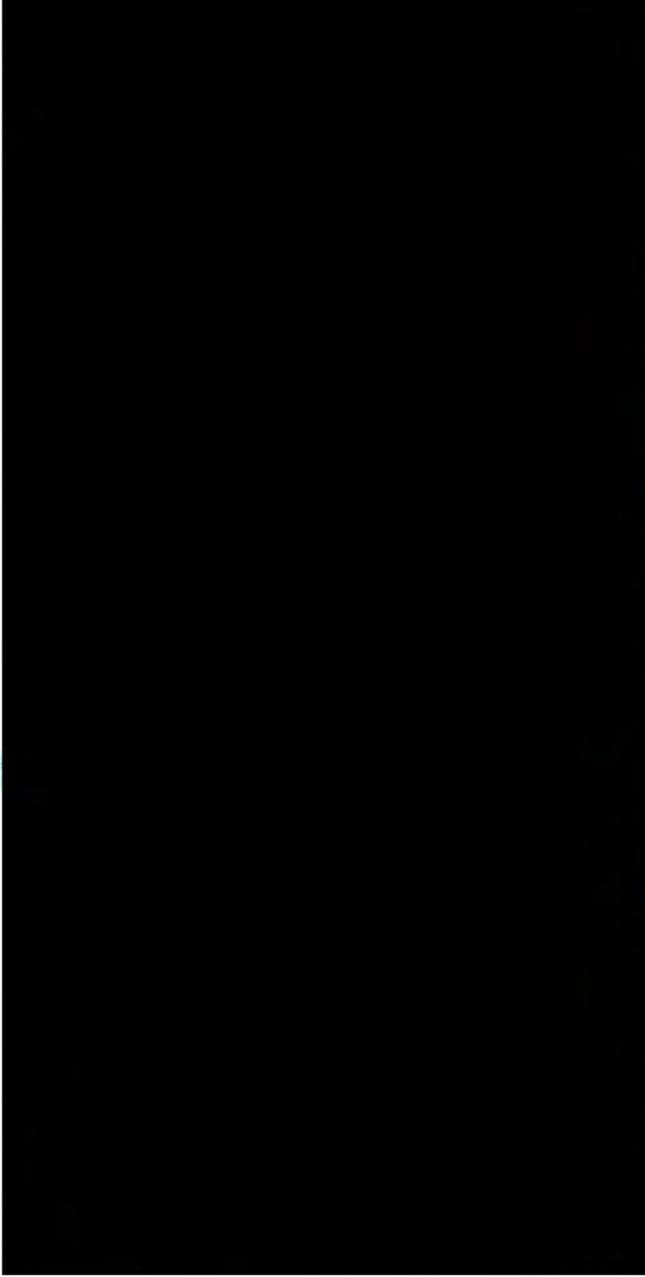
ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

ALTAACOM Survey
1000 Broadway Ave.
Albany, N.Y. 12206
Survey recorded on July 21, 2012.

DRIVER LICENSE ALABAMA



Secretary Hal Taylor
Secretary of Law Enforcement

DEPARTMENT OF HOMELAND SECURITY

NATURALIZATION DIVISION

No. 32683679



Personal description of holder as of date of naturalization:

Date of birth: MARCH 16, 1962

Sex: FEMALE

Height: 5 feet 9 inches

Marital status: DIVORCED

Country of former nationality: EGYPT

CIS Registration No. A076146421

I verify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Eman Elia

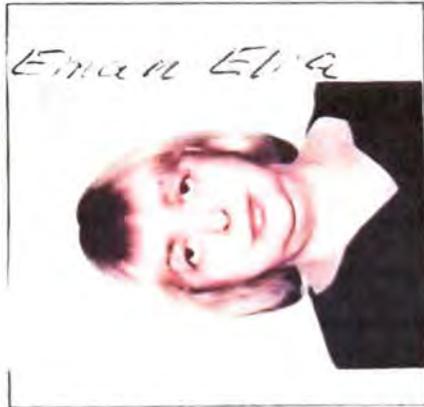
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: NEW YORK, NEW YORK

The Secretary having found that:

EMAN ELIA



then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

US DISTRICT COURT EASTERN DISTRICT

at: BROOKLYN, NEW YORK

on: OCTOBER 15, 2009

that such person is admitted as a citizen of the United States of America.

Aljando N. Newkirk

Director, U.S. Citizenship and Immigration Services

IT IS PUNISHABLE BY U. S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE, WITHOUT LAWFUL AUTHORITY.

DEPARTMENT OF HOMELAND SECURITY

No. A2522914



UNITED STATES DEPARTMENT OF HOMELAND SECURITY

OFFICE OF CITIZENSHIP SERVICES

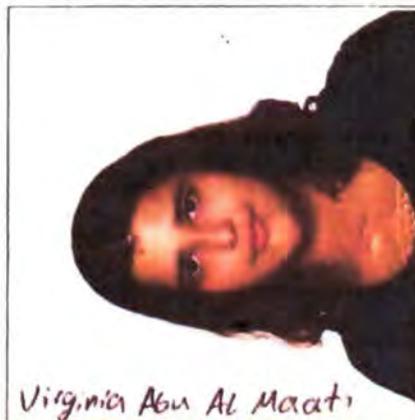
CIS Registration No. A76 146 422

• ORIGINAL •

Personal description of holder as of date of issuance of this certificate: Sex **FEMALE**; date of birth **SEPTEMBER 18, 1993**
 country of birth **EGYPT**; complexion *******; color of eyes *******; color of hair *******
 height **5 feet 08 inches**; weight ******* pounds; visible distinctive marks **NONE**
 Marital status **SINGLE**

I certify that the description above given is true, and that the photograph affixed hereto is a likeness of me

Virginia Abu Al Maati
(Complete and true signature of holder)



Virginia Abu Al Maati

Be it known that **VIRGINIA MOHAMED MOHAMED ABOU AL MATTY**

now residing at **2 WEST END AVENUE #2M BROOKLYN, NY 11235**
 having applied to the Director of U.S. Citizenship and Immigration Services for
 a certificate of citizenship pursuant to Section 341 of the Immigration and
 Nationality Act, having proved to the satisfaction of the Director, that (s)he is
 now a citizen of the United States of America, became a citizen thereof on
OCTOBER 15, 2009 and is now in the United States;

Seal

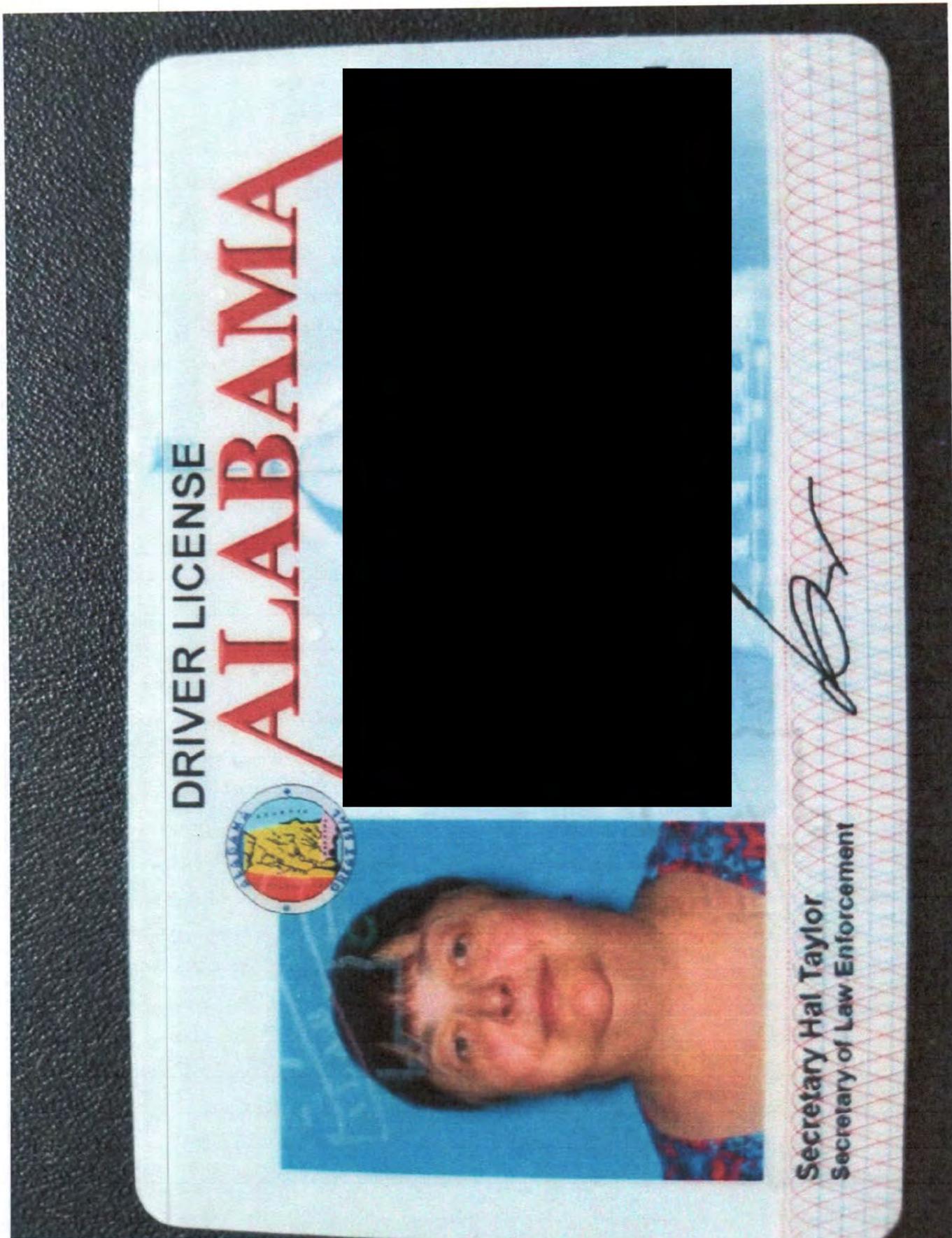
And Therefore, in pursuance of the authority contained in Section 341 of the
 Immigration and Nationality Act, this certificate of citizenship is issued this **14th**
 day of **OCTOBER**
OF THE YEAR TWO-THOUSAND AND TEN, and the seal of the Department of
 Homeland Security affixed pursuant to signature.

Alexander N. Maples
053

Director, U.S. Citizenship and Immigration Services

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DEPARTMENT OF HOMELAND SECURITY



John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Mountainview Package Store, Inc.

This name reservation is for the exclusive use of Virginia Abu Almaati, 259 Davis Drive, Odenville, AL 35120 for a period of one year beginning January 24, 2020 and expiring January 24, 2021



RES869375

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

January 24, 2020

Date

J. H. Merrill

John H. Merrill

Secretary of State

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 100

PAR VALUE (OPTIONAL): 1.00

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
Virginia A Almaati	259 Davis Drive Odenville, AL 35120	259 Davis Drive Odenville, AL 35120
Eman Elia	259 Davis Drive Odenville, AL 35120	259 Davis Drive Odenville, AL 35120

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2-8.33; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

01/24/2020

DATE

Jason P. Tortorici Attorney/counsel of record

ELECTRONIC SIGNATURE & TITLE/CAPACITY



STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

Mountainview Package Store, Inc.

2. THIS FORM WAS PREPARED BY:

Virginia Abu Almaati

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

8525 Whitfield Avenue suite 101
Leeds, AL 35094

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

Virginia A Almaati
259 Davis Drive
Odenville, AL 35120

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

(FOR SOS OFFICE USE ONLY)

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2 OF THE CODE OF ALABAMA.):

Own, operate, manage, and maintain a retail store offering alcoholic beverages and snacks for sale

Alabama	
Sec. Of State	
598-907	D/C
Date	01/24/2020
Time	10:39:00
File	\$100.00
Exp	\$0.00
Total	\$100.00

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-24-2020

Employer Identification Number:
84-4425999

Form: SS-4

Number of this notice: CP 575 A

MOUNTAINVIEW PACKAGE STORE INC
MOUNTAINVIEW PACKAGE STORE
% VIRGINIA ABU AL MAATI
259 DAVIS DR
ODENVILLE, AL 35120

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4425999. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2020
Form 940	01/31/2021
Form 1120	04/15/2021
Form 720	04/30/2020

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

(IRS USE ONLY) 575A

01-24-2020 MOUN B 999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MOUN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.





CASE NUMBER: _____

DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT

The undersigned owner/owners of the property described in the application hereby designate Virginia Almaati & Eman Elia d/b/a Mountainview Package Store as the authorized agent/attorney-in-fact with the following powers and authority to do all things that may be required in order to apply for a variance/rezoning on said property including but not limited to completion and execution of applications, receipt of notices, execution of acknowledgments, attendance and presentations of evidence at all hearings and execution of agreements. *This only applies to Suite #101 and shall expire upon the approval of the application or September 30, 2020, whichever occurs first.*

OWNER Walleeds, LLC

Greg Corvenka, Pres of 8525 Whitfield Ave, Inc, Sole Manager
OWNER

7004 Bee Cave Road, Suite 3-313
ADDRESS

Austin, TX 78746

512.485.4334
TELEPHONE NUMBER

AUTHORIZED AGENT/ATTORNEY-FACT:

Virginia Almaati d/b/a Mountainview Package Store
NAME

259 Davis Drive
ADDRESS

Odenville, AL 35120

(347) 433-3802
TELEPHONE NUMBER

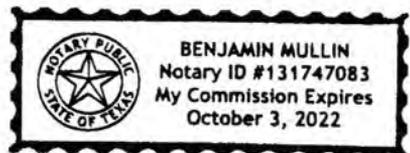
Texas
State of ~~Alabama~~

I, the undersigned Notary Public, hereby certify that Greg Corvenka, whose name(s) is/are signed to the foregoing DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT has/have acknowledged to me under oath that they have read and understand the foregoing and executed same before me on this day.

Given under my hand and Official Seal this 19th day of June, 2020.

Benjamin Mullin

Commission Expires: 10/3/22



LEEDS VILLAGE
SHOPPING CENTER LEASE

DATE OF THIS LEASE: January 16, 2020
SHOPPING CENTER: LEEDS VILLAGE
LANDLORD: WALLEEDS, LLC
TENANTS: Mountain View Package Store, Inc.

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EXHIBITS:

- EXHIBIT "A" LEGAL DESCRIPTION
- EXHIBIT "B" DEMISED PREMISES
- EXHIBIT "C" SITE PLAN
- EXHIBIT "D" CONSTRUCTION
- EXHIBIT "E" ADDITIONAL PROVISIONS
- EXHIBIT "F" GUARANTY
- EXHIBIT "G" SIGNAGE CRITERIA
- EXHIBIT "H" COMMENCEMENT OF TERM
- EXHIBIT "I" TENANT SIGNAGE

SHOPPING CENTER LEASE

ARTICLE I

DEFINITIONS AND CERTAIN BASIC PROVISIONS

1.1 The following list sets out certain defined terms and certain financial and other information pertaining to this Shopping Center Lease (this "Lease"):

- (a) "Landlord": WalLeeds, LLC
- (b) Landlord's notice address: 7004 Bee Cave – Bldg 3 Suite 313, Austin, Texas 78746
Austin, Texas 78746
- (c) "Tenants": Mountainview Package Store, Inc.
- (d) Tenant's notice address [NOTE: The address to be inserted in this subsection (d) is preferably **not** the address of the Demised Premises and **not** a post office box]:
259 Davis Drive Odenville, AL 35120
- (e) Tenant's trade name: Mountainview Package Store
- (f) Tenant's Guarantor [NOTE: If this subsection (f) is applicable, attach a Guaranty as an exhibit]:
Virginia Almaati, Individual and Eman Elia, Individual - See attached Exhibit "F".
- (g) "Agent": Retail Specialists, LLC
- (h) "Cooperating Agent": LAH Commercial
- (i) "Shopping Center": Landlord's property located in the City of Leeds, Shelby County, Alabama, which property is described or shown on Exhibit "A" attached to this Lease. With regard to Exhibit "A," the parties agree that the Exhibit is attached solely for the purpose of locating the Shopping Center and the Demised Premises within the Shopping Center and that no representation, warranty, or covenant is to be implied by any other information shown on the exhibit (i.e., any information as to buildings, tenants or prospective tenants, etc., is subject to change at any time).
- (j) "Demised Premises": a store unit in the Shopping Center containing approximately **1,400** square feet in area measured by calculating lengths and widths to the exterior of outside walls (i.e., not including the exterior surface of such outside walls) and to the middle of interior walls, being known as **8525 Whitfield Avenue, Leeds, Alabama 35094 #101**, and being described or shown on Exhibit "C" attached to this Lease. With regard to the area of the Demised Premises, both Landlord and Tenant acknowledge and confirm their mutual desire to have all financial obligations under this Lease fixed and liquidated so that they can account for and plan such obligations with greater certainty. Accordingly, the parties agree that all aspects of this Lease which are based in whole or in part upon the area of the Demised Premises shall be deemed to be liquidated and not subject to adjustment based upon inaccuracies and/or errors, if any, in the above-estimated area of the Demised Premises.
- (k) "Lease Commencement Date": the date upon final execution by both parties.
"Delivery Date": the date upon final execution by both parties (the same date as the Lease Commencement Date).
"Rent Commencement Date": **For months one through three of the Lease**, minimum rent shall be abated from the Lease Commencement Date, See attached Exhibit "E". Prorated CAM, taxes, and insurance will be payable upon Lease Commencement Date.
- (l) "Lease Term": Commencing on the Lease Commencement Date, and continuing for **five (5) years and three (3) months** after the Lease Commencement Date; provided that if the Commencement Date is a date other than the first (1st) day of a calendar month, the Lease Term shall be extended for said number of years and months in addition to the remainder of the calendar month in which the Commencement Date occurs.

(m) "Minimum Guaranteed Rental": Minimum Guaranteed Rental shall be as follows during the respective months of the Lease Term:

Beginning month	<u>1</u>	through month	<u>3</u>	:	<u>\$ 0.00</u>	per month
Beginning month	<u>4</u>	through month	<u>12</u>	:	<u>\$2,566.67</u>	per month
Beginning month	<u>13</u>	through month	<u>24</u>	:	<u>\$2,643.67</u>	per month
Beginning month	<u>25</u>	through month	<u>36</u>	:	<u>\$2,722.98</u>	per month
Beginning month	<u>37</u>	through month	<u>48</u>	:	<u>\$2,804.67</u>	per month
Beginning month	<u>49</u>	through month	<u>63</u>	:	<u>\$2,888.81</u>	per month

If the Commencement Date does not occur on the first day of a calendar month, then "month 1" in the above table shall commence on the Commencement Date and shall end at the conclusion of the last calendar day of the next succeeding calendar month (for example, if the Commencement Date is February 10th, then "month 1" in the above chart would begin on February 10th and would end upon the conclusion of business on March 31st). And in such event the Minimum Guaranteed Rental for "month 1" shall be increased proportionately with the additional number of days attributable to such period.

(n) Percentage Rental rate: N/A %.

(o) Common Area Maintenance, Taxes and Insurance: A minimum of \$432.92 Per month, payable in advance.

(p) Prepaid Rental: \$2,999.50 being an estimate of the Minimum Guaranteed Rental, Common Area Maintenance Charge, and Tenant's obligations for taxes, other real estate charges and insurance, and (if applicable) merchants' association dues for the first full month of the Lease Term, such prepaid rental being due and payable upon execution of this Lease.

(q) Security Deposit: \$2,999.50 such Security Deposit being due and payable upon execution of this Lease and being subject to the applicable provisions of Section 23.9 and Article XXVII of this Lease.

(r) Permitted Use: **The premises shall be used solely as a package store as per the state of Alabama.**

Tenant acknowledges that the above specification of a "permitted use" means only that Landlord has no objection to the specified use and does not include any representation or warranty by Landlord as to whether or not such specified use complies with applicable laws and/or requires special governmental permits. In this regard, Tenant acknowledges that this Section 1.1(r) is subject to Sections 3.1 and 10.9 of this Lease.

1.2 The following table is provided as an estimate of Tenant's initial monthly payment broken down into its components. This table, however, does not supersede the specific provisions contained elsewhere in this Lease:

Initial Minimum Guaranteed Rental (Sections 1.1(m) and 4.1)	<u>\$ 2,566.67</u>
Initial Escrow Payment for Common Area Maintenance	<u>\$317.92</u>
Initial Escrow Payment for Taxes and Other Real Estate Charges (Article VI)	<u>\$83.35</u>
Initial Escrow Payment for Insurance	<u>\$31.65</u>
Initial Payment for Merchants' Association Dues (Article VIII)	<u>\$ _____</u>
TOTAL ESTIMATED INITIAL MONTHLY PAYMENT	<u>\$2,999.50</u>

ARTICLE II

GRANTING CLAUSE

2.1 Landlord leases the Demised Premises to Tenant upon the terms and conditions set forth in this Lease.

ARTICLE III

DELIVERY OF PREMISES; RELOCATION OF PREMISES

3.1 Except to the extent modified by Landlord's express assumption of construction obligations, if any, in an exhibit attached to this Lease, the Demised Premises is being leased "AS IS," with Tenant accepting all defects, if any; and Landlord makes no warranty of any kind, express or implied, with respect to the Demised Premises (without limitation, Landlord makes no warranty as to the habitability, fitness or suitability of the Demised Premises for a particular purpose nor as to the absence of any toxic or otherwise hazardous substances). This Section 3.1 is subject to any contrary requirements under applicable law; however, in this regard, Tenant acknowledges that it has been given the opportunity to inspect the Demised Premises and to have qualified experts inspect the Demised Premises prior to the execution of this Lease.

3.2 If this Lease is executed before the Demised Premises becomes vacant, or if any present tenant or occupant of the Demised Premises holds over and Landlord cannot acquire possession of the Demised Premises prior to the Commencement Date of this Lease, as above defined, Landlord shall not be deemed to be in default under this Lease; and in such event, Tenant agrees to accept possession of the Demised Premises at such time as Landlord is able to turn over possession of the same to Tenant. If Landlord utilizes the provisions of this Section 3.2, the Commencement Date (and Lease Term) shall be extended day-for-day for each day during which Landlord is unable to turn over possession of the Demised Premises to Tenant.

3.3 In the event Landlord determines it necessary to utilize the Demised Premises for other purposes during the Lease Term, Tenant agrees to relocate to other space owned by Landlord and located within the Shopping Center, provided such other space is of equal or larger size than the Demised Premises. Landlord shall give Tenant at least thirty (30) days' written notice of any such relocation. Landlord shall pay all reasonable out-of-pocket expenses of any such relocation, including the expenses of moving and reconstruction of all Tenant-furnished and Landlord-furnished improvements, together with the costs of reprinting a reasonable supply of stationery and announcements depicting Tenant's new address, but not including any component for sales which may be lost during the relocation. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or other conditions, but with the new location substituted for the old location set forth in Section 1.1(j) of this Lease.

ARTICLE IV

MINIMUM GUARANTEED RENTAL

4.1 Tenant shall pay to Landlord Minimum Guaranteed Rental in monthly installments in the amount(s) specified in Section 1.1(m) of this Lease. The first (1st) such monthly installment shall be due and payable on or before the date of execution of this Lease (as stated in Section 1.1(p) of this Lease), and subsequent installments shall be due and payable on or before the first (1st) day of each calendar month during the Lease Term. The only exception to the payment procedure stated in the previous two (2) sentences is as follows: If the Commencement Date is a date other than the first (1st) calendar day of a calendar month, then (i) on the date of execution of this Lease, Tenant shall pay the amount specified in Section 1.1(p) of this Lease, and (ii) on the first (1st) day of the calendar month which immediately follows the month in which the Commencement Date of this Lease occurs, a prorated portion of the monthly Minimum Guaranteed Rental, based upon the number of days remaining in the calendar month during which the Commencement Date occurs (i.e. the number of days in such calendar month on and after the Commencement Date), shall be due and payable in arrears as Minimum Guaranteed Rental for the balance of the calendar month during which the Commencement Date occurs.

4.2 ~~In addition to the Minimum Guaranteed Rental, Tenant shall also pay to Landlord each year "Percentage Rental" (defined in this Section 4.2) determined by (i) multiplying the total gross sales made in or from the Demised Premises during the particular calendar year by the Percentage Rental rate specified in Section 1.1(n) of this Lease and then (ii) subtracting from the product thus obtained the Minimum Guaranteed Rental paid by Tenant to Landlord for such calendar year. The Percentage Rental shall be paid in monthly installments as follows: On or before the 10th day of each calendar month during the term of this Lease, Tenant shall pay to Landlord, after deducting therefrom the Minimum Guaranteed Rental paid for the preceding calendar month, a sum of money equal to the product of the Percentage Rental rate specified in Section 1.1(n) multiplied by the total gross sales made in or from the Demised Premises during such previous month. In the event that the total of the monthly payments of Percentage Rental for any calendar year is not equal to the annual Percentage Rental computed on the amount of gross sales for such calendar year in accordance with the specified rate, then Tenant shall pay to Landlord any deficiency or Landlord shall refund or credit to Tenant any overpayment, as the case may be, within sixty (60) days after the end of such calendar year. In no event shall the rent to be paid by Tenant and retained by Landlord for any calendar year be less than the annual Minimum Guaranteed Rental specified in this Lease.~~

ARTICLE V

SALES REPORTS, RECORDS AND FINANCIAL STATEMENTS

5.1 On or before the tenth (10th) day of every third month during the term of this Lease, Tenant shall prepare and deliver to Landlord at the place where rental is then payable a certified statement of gross sales made from the Demised Premises during the preceding quarter. In addition, within sixty (60) days after the expiration of each calendar year and within sixty (60) days after the termination of this Lease if this Lease should not terminate at the end of a calendar year, Tenant shall prepare and deliver to Landlord at the place where Rentals are then payable a statement of gross sales made from the Demised Premises during the preceding year (or partial calendar year), certified to be correct by an independent Certified Public Accountant. Tenant shall furnish similar statements for its licensees, concessionaires and subtenants, if any. All such statements shall be in such form as the Landlord may require; and, if requested by Landlord, Tenant shall also provide to Landlord copies of sales reports submitted by Tenant to the Comptroller of the State of Alabama. Tenant acknowledges Landlord's concern for prompt, accurate sales records, inasmuch as those records enable Landlord to monitor the success of the Shopping Center. Tenant also acknowledges that its failure to submit statements of gross sales as required above shall result in additional (although not readily ascertainable) expense to Landlord. Tenant therefore agrees that if it does not deliver to Landlord a statement of gross sales within ten (10) days following delivery to Tenant of a written demand from Landlord, then notwithstanding anything to the contrary contained elsewhere in this Lease, the Minimum Guaranteed Rental for the particular quarterly period during which the statement was due and for each quarterly period thereafter (until the statement is delivered) shall automatically be increased by two hundred dollars (\$200.00). In addition, if Tenant fails for two consecutive months to deliver statements of gross sales within the times specified in the first two sentences of this Section 5.1, then for the remainder of this Lease the prerequisite of a written demand from Landlord shall cease and the Rental increase of the immediately preceding sentence shall be applicable for any month in which the

statement of gross sales is not delivered within ten (10) days following the prescribed due date. The rights of Landlord under the immediately preceding sentences are cumulative with the rights prescribed in Section 5.3, Article XXIII, Article XXIV and elsewhere in this Lease or at law.

5.2 Tenant shall keep in the Demised Premises or at some other location in the city where the Demised Premises is located a permanent, accurate set of books and records of all sales of merchandise and revenue derived from business conducted in the Demised Premises, and all supporting records such as tax reports and banking records. Tenant must retain and preserve all such books and records for at least twenty-four (24) months after the end of the calendar year to which they relate, and such books and records shall be subject to inspection and audit by Landlord and its agents at all reasonable times.

5.3 Landlord may have its manager(s), auditor(s) or other agent(s) make a special audit of all books and records, wherever located, pertaining to sales made in or from the Demised Premises. If Tenant's statements are found to be incorrect to an extent of more than two percent (2%) over the figures submitted by Tenant, or if Tenant has failed to deliver statements, Tenant shall pay for such audit. In addition, Tenant shall promptly pay to Landlord any deficiency which is established by such audit.

5.4 In addition to the statements and reports prescribed above, Tenant shall, within ten (10) days after a request from Landlord, deliver to Landlord such financial statements as are reasonably required by Landlord to verify the net worth of Tenant and any guarantor of Tenant's obligations under this Lease. Moreover, Tenant further agrees to cooperate with any request by Landlord for Tenant's written permission or other cooperation in connection with Landlord's obtaining a credit report or similar information regarding Tenant and/or Tenant's principals from third-party sources; and in this regard, Tenant, to the maximum extent permitted by applicable law, hereby waives any obligations to Tenant which Landlord may otherwise have with regard to Landlord's seeking and/or obtaining any such third-party reports or information. Landlord anticipates that its request for the additional information prescribed in this Section 5.4 will be limited either to a potential sale or financing of all or a portion of the Shopping Center or to Landlord's concern as to the continuing financial ability of Tenant to perform its obligations under this Lease.

5.5 Landlord shall use good faith efforts to keep confidential all sales reports, records and financial statements supplied by Tenant; however, Landlord shall have the right to reveal such information to mortgagees, prospective purchasers and prospective mortgagees (and their respective agents) and to Landlord's managers, development and administrative officers and personnel, and consultants.

ARTICLE VI

TENANT'S RESPONSIBILITY FOR TAXES, OTHER REAL ESTATE CHARGES AND INSURANCE EXPENSES

6.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

6.2 Tenant shall also be liable for "Tenant's proportionate share" (as defined below) of all "real estate charges" (as defined below) and "insurance expenses" (as defined below) related to the Shopping Center or Landlord's ownership of the Shopping Center, with all payments for which Tenant is liable pursuant to this Article VI to be considered for all purposes to be additional Rentals under this Lease. Tenant's obligations under this Section 6.2 shall be prorated during any partial year (i.e., the first year and the last year of the Lease Term). "Tenant's proportionate share" shall be a fraction, the numerator of which is the total floor area (all of which is deemed "leasable") in the Demised Premises and the denominator of which is the total leasable floor area of all buildings in the Shopping Center at the time when the respective charge was incurred, excluding, however, areas for which any such real estate charges or insurance expenses, or both, are paid by a party or parties other than Landlord. "Real estate charges" shall include ad valorem taxes, tax consultant fees, general and special assessments, parking surcharges, any tax or excise on rents, any franchise or gross margins tax (but only to the extent attributable to the Rentals received by Landlord from Tenant and other tenants in the Shopping Center), any tax or charge for governmental services (such as street maintenance or fire protection), any tax or charge which is implemented after the date of this Lease and is reasonably determined by Landlord to have been assessed in lieu of the whole or part of any of such above-described "real estate charges," and any fees paid by Landlord to consultants, attorneys and other professionals who monitor, negotiate and/or contest any or all above-described real estate charges; provided, however, that "real estate charges" shall not be deemed to include any estate, inheritance or general income tax. "Insurance expenses" shall include all premiums and other expenses incurred by Landlord for liability insurance and property insurance (including, to the extent deemed appropriate by Landlord, environmental coverage, pollution coverage, mold coverage, terrorism coverage and whatever other special coverage and/or endorsements that Landlord, in Landlord's sole discretion, may from time to time consider appropriate).

6.3 Landlord may, if Landlord deems it appropriate to do so, attempt to obtain separate assessments for Tenant's obligations pursuant to Section 6.1 and, with respect to Section 6.2, for such of the "real estate charges" as are readily susceptible of separate assessment; and if Landlord does attempt to so obtain separate assessments, Tenant shall cooperate with Landlord's efforts. To the extent of a separate assessment, Tenant agrees to pay such assessment before it becomes delinquent and to keep the Demised Premises free from any lien or attachment; moreover, as to all periods of time during the Lease Term, this covenant of Tenant shall survive the termination of this Lease. With regard to the calendar

year during which the Lease Term expires, Landlord at its option either may bill Tenant when the charges become payable or may charge the Tenant an estimate of Tenant's pro rata share of whichever charges have been paid directly by Tenant (based upon information available for the current year plus, if current year information is not adequate in itself, information relating to the immediately preceding year).

6.4 Tenant agrees that, as between Tenant and Landlord, Landlord has the sole and absolute right to contest taxes levied against the Demised Premises and the Shopping Center (other than taxes levied directly against Tenant's personal property within the Demised Premises). Accordingly, Tenant, to the maximum extent permitted by law, irrevocably waives any and all rights that Tenant may have to receive from Landlord a copy of notices received by Landlord regarding the appraisal or reappraisal, for tax purposes, of all or any portion of the Demised Premises or the Shopping Center (including, without limitation, any rights set forth in §41.413 of the Alabama Property Tax Code, as such section may be amended and/or supplemented from time to time). Additionally, Tenant, to the maximum extent permitted by law, hereby assigns to Landlord any and all rights of Tenant to protest or appeal any governmental appraisal or reappraisal of the value of all or any portion of the Demised Premises or the Shopping Center (including, without limitation, any rights set forth in §41.413 and §42.015 of the Alabama Property Tax Code, as such sections may be amended and/or supplemented from time to time). To the maximum extent permitted by law, Tenant agrees that it will not protest or appeal any such appraisal or reappraisal before a governmental taxing authority without the express written authorization of Landlord.

6.5 At such time as Landlord has reason to believe that at some time within the immediately succeeding twelve (12) month period Tenant will owe Landlord any amounts pursuant to one or more of the preceding sections of this Article VI, Landlord may direct that Tenant prepay monthly a pro rata portion of the prospective future payment (i.e., the prospective future payment divided by the number of months before the prospective future payment will be due). Tenant agrees that any such prepayment directed by Landlord shall be due and payable monthly on the same day each month that Minimum Guaranteed Rental is due. In the event Landlord determines that the total of the monthly payments pursuant to this Section 6.5 for any appropriate fiscal period year is not equal to the total of payments required from Tenant for either "real estate charges" or "insurance expenses," or both, pursuant to previous sections in this Article VI, then Tenant shall pay to Landlord any deficiency or Landlord shall refund or credit to Tenant any overpayment, as the case may be, within thirty (30) days after the date upon which the exact amount has been determined by Landlord and communicated by writing to Tenant.

6.6 BOOKS AND RECORDS. Landlord shall maintain complete and accurate books and records of all Common Area Expenses including any additional expenses paid or incurred by Landlord and all payments of expenses received from Tenant. Landlord shall provide to tenant a detailed annual statement of all said Common Area Expenses and/or additional expenses or prepayments for which the tenant bears responsibility for payments, including assessments under the terms of this lease. In addition, Landlord will provide Tenant a detailed statement of cost for any special assessment or prepayments other than Common Area Expenses at the time of the Landlord's request for payment or billing. Unless Tenant objects to Landlord's billing, within ninety (90) days of the initial billing, Landlord's calculation of Common Area Expenses, additional expenses or assessments shall be final and binding on Tenant. If Tenant object to Landlord's billing, the Landlord and Tenant shall, in good faith, attempt to resolve any such objections.

ARTICLE VII

COMMON AREA

7.1 The term "Common Area" is defined for all purposes of this Lease as that part of the Shopping Center intended for the common use of all tenants and their employees, customers and other invitees, including among other facilities (as such may be applicable to the Shopping Center), parking area, private streets and alleys, landscaping, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like but excluding (i) space in buildings (now or hereafter existing) designated for rental for commercial purposes, as the same may exist from time to time, (ii) streets and alleys maintained by a public authority, (iii) areas within the Shopping Center which may from time to time not be owned by Landlord (unless subject to a cross-access agreement benefiting the area which includes the Demised Premises), and (iv) areas leased to a single-purpose user (such as a bank or a fast-food restaurant) where access is restricted. In addition, although the roof(s) of the building(s) in the Shopping Center are not literally part of the Common Area, they will be deemed to be so included for purposes of (A) Landlord's ability to prescribe rules and regulations regarding same and (B) common area maintenance reimbursements. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions, identities, locations and types of any buildings, signs or other improvements in the Shopping Center. For example, and without limiting the generality of the immediately preceding sentence, Landlord may from time to time allow vending carts, kiosks and/or other sales or entertainment displays and/or special promotional events in the Common Area; moreover, Landlord may substitute for any parking area other areas reasonably accessible to the tenants of the Shopping Center, which areas may be elevated, surface or underground.

7.2 Tenant and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the nonexclusive right to use the Common Area (excluding roofs of buildings in the Shopping Center) as constituted from time to time, such use to be in common with Landlord, other tenants in the Shopping Center and other persons permitted by the Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. For example, and without limiting the generality of Landlord's ability to establish rules and regulations governing all aspects of the Common Area, Tenant agrees as follows:

(a) If Landlord designates specific parking areas for Tenant and Tenant's employees, then Tenant shall comply with Landlord's designation and shall institute procedures to ensure that its employees also comply. In this regard, Tenant also agrees that if requested by Landlord, Tenant shall promptly furnish Landlord with state automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees; moreover, in such event Tenant shall thereafter

notify Landlord of any changes within five (5) days after such changes occur. In the event Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord at its option may charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages, and Tenant shall pay such charges upon demand. Tenant authorizes Landlord to cause any car which is not parked in the designated parking areas to be towed from the Shopping Center; moreover, Tenant shall on demand from Landlord reimburse Landlord for the cost thereof, and Tenant shall in all respects indemnify and hold Landlord harmless with respect to such towing by Landlord.

(b) Tenant shall not solicit business within the Common Area, and Tenant shall not take any action which would interfere with the rights of other persons to use the Common Area.

(c) Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

(d) With regard to the roof(s) of the building(s) in the Shopping Center, use of the roof(s) is reserved to Landlord (including placement of solar panels) or, with regard to any tenant demonstrating to Landlord's satisfaction both a need to use same (such as in connection with HVAC repair or replacement, as contemplated in Section 11.3 of this Lease) and procedures to assure that no damage is done to the roof(s) (such as proper reattachment and sealing in connection with HVAC repair or replacement), to such tenant after it has received Landlord's written consent.

7.3 Landlord shall be responsible for the operation, management and maintenance of the Common Area, the manner of maintenance and the expenditures therefor to be in the sole discretion of Landlord, but to be generally in keeping with similar shopping centers within the same geographical area as the Shopping Center. Without limiting the generality of the immediately preceding sentence, Tenant acknowledges that **LANDLORD MAKES NO REPRESENTATION OR WARRANTY REGARDING WHETHER OR NOT LANDLORD WILL PROVIDE SECURITY SERVICES, OR IF SO, WHAT FORM OF SECURITY SERVICES WILL BE PROVIDED.**

7.4 In addition to the Rentals and other charges prescribed in this Lease, Tenant shall pay to Landlord, as additional Rentals required pursuant to this Lease, Tenant's proportionate share of the cost of Landlord's management, operation and maintenance of the Property, as well as other commonly shared costs, which may be incurred by Landlord in its discretion, including, among other costs, all costs of the following: lighting, painting, cleaning, policing, inspecting, repairing, replacing Common Area elements; heating and cooling of any enclosed mall or promenade (i.e., if such exist in the Shopping Center); trash removal (i.e., except as paid by Tenant or otherwise administered pursuant to Section 10.6 of this Lease); insect and pest treatments and eradication (whether in the Common Area or for the building(s) of the Shopping Center); security (if and to the extent Landlord provides security); advertising and other marketing to promote the Shopping Center; environmental protection improvements or devices and health and safety improvements and devices which may be required by applicable laws (including the maintenance, repair and replacement of same); seasonal decorations, seasonal lighting and/or other promotional activities (if any); charges and assessments paid by Landlord pursuant to any reciprocal easement or comparable document affecting the Shopping Center; Tenant's pro rata share of the management fees which Landlord pays for the management of the Shopping Center; an allowance for Landlord's overhead costs, in the amount of fifteen percent (15%) of the total of all other Common Area costs; and the cost of any insurance for which Landlord is not reimbursed pursuant to Section 6.2. In addition, although the roof(s), sewer and water lines servicing the Shopping Center, fire-protection systems and devices, if any (such as sprinkler systems, if any), and exterior surfaces of the building(s) in the Shopping Center are not literally part of the Common Area, Landlord and Tenant agree that all costs incurred by Landlord for all sewer and water lines and other equipment (including maintenance, repair and replacement of same), for fire-protection equipment and devices (including maintenance, repair and replacement of same), for exterior painting and for roof maintenance, repair and replacement shall be included as Common Area maintenance expenses pursuant to this Section 7.4, to the extent not specifically allocated to Tenant under this Lease nor to another tenant pursuant to its lease. The charges contemplated in this Section 7.4, however, shall not include any expenses paid or reimbursed by Tenant pursuant to Article VI of this Lease. With regard to capital expenditures, (i) the original investment in capital improvements, i.e., upon the initial construction of the Shopping Center, shall not be included, and (ii) capital improvements made either before or during the Lease Term shall be included to the extent of a reasonable depreciation or amortization (including interest accruals commensurate with Landlord's interest costs) beginning with the date on which payment for the improvement was made and continuing through the reasonable useful life of the improvement. The proportionate share to be paid by Tenant of the cost of operation and maintenance of the Common Area shall be computed on the ratio that the total floor area of the Demised Premises bears to the total floor area of all buildings within the Shopping Center which are being leased to tenants or are being marketed for lease to prospective tenants (excluding however, to the extent applicable to all or any portion of the Common Area maintenance costs, areas owned or maintained by a party or parties other than Landlord); provided that in no event shall such share be less than the amount specified in Section 1.1(o) above. If this Lease should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, Tenant's reimbursement obligations under this Section 7.4 shall be prorated based upon Landlord's expenses for the entire calendar year. Tenant shall make such payments to Landlord on demand at intervals not more frequently than monthly. Landlord may at its option make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance at the same time each month as Minimum Guaranteed Rental is payable, but subject to adjustment after the end of the year on the basis of the actual cost for such year. In addition, if either before or during the Lease Term Landlord in its discretion elects to amortize a non-capital expense instead of charging it in full during the year in which it is incurred by Landlord, then such expense shall be amortized (with interest accruals commensurate with Landlord's interest costs) beginning with the date on which payment for the expense was made and continuing through the amortization period. With regard to the charges contemplated in this Section 7.4, Tenant further agrees that unless within thirty (30) days after Landlord's delivery to Tenant of an assessment and/or statement related to any such charges, Tenant delivers to Landlord a written assertion of one or more specific errors or a written request for further detail regarding a specific charge, then the assessment and/or statement shall be deemed correct in all respects. In addition, Tenant further agrees that if it so asserts error or requests further information within such thirty (30) day period, Tenant will nevertheless pay all amounts charged by Landlord pending a resolution thereof.

ARTICLE VIII

MERCHANTS' ASSOCIATION

8.1 In the event that Landlord shall organize or sponsor a merchants' association composed of tenants in the Shopping Center, Tenant agrees that it will join and maintain membership in such association and will comply with such other bylaws, rules and regulations as may be adopted from time to time by the association. In addition, if the association charges its member dues or assessments, or both, and designates Landlord to collect same, then Tenant shall, as additional Rentals pursuant to this Lease, pay such dues and/or assessments as may be reasonably determined from time to time by the association; provided, however, that the method of charging dues and/or assessments must reasonably account for the relative benefit which the association's activities will bring to the respective tenants obligated to pay such dues and/or assessments.

ARTICLE IX

PROVISIONS APPLICABLE TO ALL RENTALS

9.1 For purposes of this Lease, the term "Rental" or "Rentals" shall be deemed to include Minimum Guaranteed Rentals (Sections 1.1(m) and 4.1 of this Lease), Tenant's required payments for real estate charges and insurance expenses (Article VI of this Lease), Tenant's Common Area charges (Section 7.4 of this Lease) and if applicable, Tenant's required payments for merchants' association dues and/or a promotional fund (Article VIII of this Lease). Landlord and Tenant agree that each provision of this Lease for determining Rentals adequately and sufficiently describes to Tenant the method by which such Rental is to be computed.

9.2 Rentals shall accrue from the Commencement Date, and shall be payable to Landlord at Landlord's address specified in Section 1.1(b) of this Lease, or at any other address which Landlord may subsequently designate in a written notice to Tenant.

9.3 The parties agree that each monthly installment of Minimum Guaranteed Rental and Tenant's monthly payments for real estate charges and insurance expenses, Common Area charges and, if applicable, merchants' association dues and/or a promotional fund, are payable on or before the first (1st) day of each calendar month. Any such payment of Rental which is not received on or before the first (1st) day of a particular calendar month shall be deemed past-due. All Rentals shall be due and payable without offset or deduction of any nature. In the event any Rental which is payable pursuant to this Lease is not actually received by Landlord within ten (10) days after its due date for any reason whatsoever (including, but not limited to, a failure in the United States mails), or if any Rental payment is by check which is returned for insufficient funds, then in addition to the past due amount, Tenant shall pay to Landlord one of the following (the choice to be at the sole option of Landlord unless one of the choices is improper under applicable law, in which event the other alternative will automatically be deemed to have been selected): (a) a late charge in an amount equal to ten percent (10%) of the Rental then due, in order to compensate Landlord for its administrative and other overhead expenses; or (b) interest on the Rental then due at the maximum contractual rate which could legally be charged in the event of a loan of such Rental to Tenant (but in no event to exceed 18% per annum), such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the Rental due date and terminating with the date on which Tenant makes full payment of all amounts owing to Landlord at the time of said payment. Any such late charge or interest payment shall be payable as additional Rental under this Lease, shall not be considered as a deduction from Percentage Rental, and shall be payable immediately on demand. If any Rental is paid by check which is returned for insufficient funds (or, if Tenant has authorized Landlord to draft Tenant's bank account for the Rental and there are insufficient funds available to pay such draft), Tenant shall immediately make the required payment to Landlord in the form of a cashier's check or money order; moreover, Tenant shall also pay Landlord the amounts specified above in this Section 9.3, plus an additional fee of \$100.00 to compensate Landlord for its expense and effort in connection with the dishonored check or bank draft.

9.4 If Tenant fails in two (2) consecutive months to make any required payment of Rental(s) within ten (10) days after such payment is due, then Landlord, in order to reduce its administrative costs may require, by giving written notice to Tenant (and in addition to any late charge or interest accruing pursuant to Section 9.3 above, as well as any other rights and remedies accruing pursuant to Article XXIII or Article XXIV below, or any other provision of this Lease or at law), that Rentals are to be paid quarterly in advance instead of monthly and that all future Rental payments are to be made on or before the due date by cashier's check or money order, and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of Rental as provided in this Lease. Any acceptance of a monthly Rental payment or of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

ARTICLE X

USE AND CARE OF DEMISED PREMISES

10.1 Tenant shall commence business operations in the Demised Premises on or immediately after the Commencement Date and shall operate its business continuously in an efficient, high-class and reputable manner so as to produce the maximum amount of sales from the Demised Premises. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously throughout the term of this Lease conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises is leased. Tenant shall, except during reasonable periods for repairing, cleaning and decorating, keep the Demised Premises open to the public for business with adequate personnel in attendance on all days (including, if designated by Landlord, Sundays and holidays) and during all hours (including, if designated by Landlord, evenings) established by Landlord from time to time as business days and store hours for the Shopping Center (including, if designated by Landlord, extended days and hours during the shopping season prior to Christmas and whenever else the majority of the retail tenants in the Shopping Center open for business during extended

days or hours, or both), except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation.

10.2 The Demised Premises may be used only for the purpose or purposes specified in Section 1.1(r) above, and only under the trade name specified in Section 1.1(e) above (or, if Section 1.1(e) is not filled in, any trade name approved in advance by Landlord in writing), and for no other purpose and under no other trade name, it being understood and acknowledged that Landlord has entered into this Lease in large part because it believes that such use and trade name will benefit the Shopping Center as a whole. Landlord understands and agrees that the use specified in Section 1.1(r) above may, at Tenant's option, include one or more incidental uses (i.e., constituting only a small portion of Tenant's premises area and a negligible percentage of Tenant's gross sales) which in the marketplace in the vicinity of the Shopping Center are regularly and customarily deemed to be essential to Tenant's specified use; however, Tenant understands and agrees that no such incidental use shall be permitted unless it complies with all applicable laws as well as with all of the following additional requirements: (i) such incidental use must be consistent with a first-class shopping center; (ii) such incidental use must in all respects be in compliance with the terms of this Lease; and (iii) such incidental use must not violate any so-called "exclusive" or other use restriction then applicable to the Shopping Center.

10.3 Tenant shall not, without Landlord's prior written consent, keep anything within the Demised Premises or use the Demised Premises for any purpose which either (a) creates a risk of toxic or otherwise hazardous substances or (b) invalidates any insurance policy or increases the insurance premium cost for any insurance policy carried on the Demised Premises or other parts of the Shopping Center. Tenant's operations in the Demised Premises—as well as all property, substances and other materials kept, stored, allowed to be brought within, or disposed from the Demised Premises—shall comply in all respects with all federal, state, and municipal laws, ordinances, codes and regulations relating to the protection of the environment and natural resources, now existing or hereafter enacted (collectively, the "Environmental Laws"), including without limitation the following: (i) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (often referred to as "CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, as same may have been further amended or may be further amended from time to time, (ii) the federal Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, as same may have been further amended or may be further amended from time to time, (iii) the federal Water Pollution Control Act of 1972 (often referred to as the "Clean Water Act"), as same may have been amended or may be amended from time to time, (iv) the federal Spill Compensation and Control Act of 1976, as same may have been amended or may be amended from time to time, and (v) any and all other federal, state, county, and municipal laws, ordinances, codes and regulations which relate in any way to the matters regulated by CERCLA and/or any other above-mentioned federal legislation. All property kept, stored or allowed to be brought within the Demised Premises shall be at Tenant's sole risk. Tenant shall immediately notify Landlord in the event Tenant becomes aware of any actual or potential environmental hazard or any actual or alleged violation of one or more Environmental Laws. Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by Tenant or any party accessing the Demised Premises by or through Tenant of any one or more of the Environmental Laws, except for any violations of Environmental Laws which may be caused solely by Landlord. This indemnification shall survive the expiration or termination of this Lease.

10.4 Tenant shall not conduct within the Demised Premises any fire, auction, bankruptcy, "going-out-of-business," "lost-our-lease," "moving" or similar sale; nor shall Tenant operate within the Demised Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second-hand" store, a "surplus" store or a store commonly referred to as a "discount house". The purpose for this restriction is the maintenance of a first-class shopping center image, not price regulation; therefore, Landlord agrees that items may be sold, and on occasion be advertised as being sold, at discounted prices as long as Tenant complies with all applicable laws and maintains an image consistent with a first-class shopping center.

10.5 Tenant shall not permit any objectionable noises or odors to emanate from the Demised Premises (or from any facility or equipment servicing the Demised Premises, such as grease traps for restaurant operations); nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building; nor place any antenna, equipment, awning or other projection on the exterior of the Demised Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises; nor permit any unlawful or immoral practice to be carried on or committed on the Demised Premises; nor do anything which would tend to injure the reputation of the Shopping Center.

10.6 Tenant shall take good care of the Demised Premises; shall not commit or suffer waste in or about the Demised Premises, nor to any facility or equipment for which Tenant is responsible pursuant to Section 11.2 of this Lease; shall not cause damage to any other portion of the building in which the Demised Premises is situated (and, if any such damage should occur, shall immediately repair same or, if Landlord so elects, reimburse Landlord for Landlord's cost in repairing same); shall keep the Demised Premises free of insects, rodents, vermin and other pests (including regular exterminator treatments at least quarter-annually, and additional spot treatments if and as needed, with copies of all exterminator paid invoices and reports to be delivered to Landlord promptly after receipt by Tenant), and shall keep the Demised Premises secure, i.e., Tenant hereby acknowledging that security is Tenant's responsibility and that Tenant is not relying on any representation or warranty by Landlord in this regard. Tenant shall not overload the floors in the Demised Premises, nor deface or injure the Demised Premises. Tenant shall keep the Demised Premises and sidewalks, service-ways and loading areas adjacent to the Demised Premises (and, for restaurant operations, the grease traps servicing the Demised Premises) neat, clean and free from dirt, rubbish, ice or snow at all times. If and to the extent that Tenant is engaged in restaurant operations (with this Section 10.6, as well as other references to restaurant operations elsewhere in the printed text of this Lease, not being deemed to permit any restaurant operations unless such operations are included in the Permitted Use specified in Section 1.1 above), Tenant must maintain all kitchen exhaust systems and grease traps in a clean, working condition and must provide to Landlord, when requested by Landlord, Tenant's records and manifests

regarding the maintenance of same. Tenant shall store all trash and garbage within the Demised Premises, or in a trash dumpster or similar container approved by Landlord as to type, location and screening; and if Landlord is not arranging for trash pick-up as part of the services for which Tenant pays pursuant to Section 7.4 above, then Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center.

10.7 Tenant shall notify Landlord of all leaks and water damage which may occur at the Demised Premises, even if Tenant repairs the problem on its own. Tenant understands that after a leak or water damage has occurred, moisture may remain that can cause fungus or mold. Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation by Tenant of this Section 10.7; and Tenant acknowledges and agrees that this indemnification shall survive the expiration or termination of this Lease.

10.8 Tenant shall include the address and identity of its business activities in the Demised Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

10.9 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances and governmental regulations. In addition, if the nature of Tenant's business makes it advisable for Tenant to take any extra precautions (for example, in the case of a business which is affected by so-called "dramshop" laws, Tenant's compliance with all dramshop educational programs and procedures), Tenant shall take all such extra precautions. Without limiting the generality of the foregoing, and cumulative with Tenant's obligations pursuant to other provisions of this Lease (such as, without limitation, Section 10.3 and Section 29.1), Tenant further agrees as follows:

(a) Tenant shall not commence business operations in the Demised Premises without having first obtained a Certificate of Occupancy from the appropriate governmental authority;

(b) Tenant shall be responsible for compliance with the federal Americans with Disabilities Act of 1990 ("ADA"), as the same may have been amended or may be amended from time to time, and all federal, state, county and municipal laws and regulations which relate in any way to the matters regulated by the ADA (collectively, the "ADA-based Laws"), including, without limitation, the configuration of the Demised Premises (the interior as well as all public and/or employee door entrances) and Tenant's business operations at the Demised Premises; moreover, if and to the extent that because of Tenant's construction and/or activities within the Demised Premises, one or more of the ADA-based Laws require Landlord to alter and/or improve the Common Area, then Tenant shall reimburse Landlord for the cost of such alterations and improvements; and

(c) Tenant shall be responsible for compliance with all federal, state, county and municipal laws and regulations relating to health and safety, including without limitation the federal Occupational Safety and Health Act of 1970 ("OSHA"), as the same may have been amended or may be amended from time to time, and any and all other federal, state, county, and municipal laws, ordinances, codes and regulations which relate in any way to the matters regulated by OSHA.

At Landlord's request, Tenant shall deliver to Landlord copies of all necessary permits and licenses and proof of Tenant's compliance with all such laws, ordinances, governmental regulations and extra precautions.

ARTICLE XI

MAINTENANCE AND REPAIR OF DEMISED PREMISES

11.1 Landlord shall keep the foundation, the structural elements of all exterior walls (except plate glass; windows, doors and other exterior openings; window and door frames, molding, closure devices, locks and hardware; special store fronts; lighting, heating, air-conditioning, plumbing and other electrical, mechanical and electromotive installation equipment and fixtures; signs, placards, decorations or other advertising media of any type; and interior painting or other treatment of interior walls) and roof (subject to Section 7.4 above) of the Demised Premises in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation, replacement or maintenance of air-conditioning equipment or any other roof penetration or placement); and the provisions of the previous sentence are expressly recognized to be subject to the provisions of Article XVIII and Article XIX of this Lease. In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord, and Landlord shall have a reasonable time after receipt by Landlord of such written notice in which to make such repairs.

11.2 Tenant shall keep the Demised Premises in good, clean and habitable condition and shall at its sole cost and expense make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Section 11.1, Article XVIII and Article XIX. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include all items which are expressly excluded from Landlord's responsibility in Section 11.1 above, as well as the maintenance, repair and replacement of all of the following facilities and equipment, to the extent located within the Demised Premises or on the exterior of the building and servicing the Demised Premises: lighting, heating, air-conditioning, fire-protection sprinkler systems, plumbing, kitchen exhaust systems, grease traps and roof grease protection systems (e.g., for restaurant

operations), and other electrical, mechanical and electromotive installation, equipment and fixtures. In addition, Tenant's responsibilities shall also include all repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above the Demised Premises, regardless of when or how the defect or other cause for repair or replacement occurred or became apparent. Tenant shall give Landlord prompt written notice of any need for repair or replacement as contemplated in this Section 11.2, especially if such repair or replacement is necessary for maintaining health and safety (such as the fire-protection sprinkler system). If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord (or less than ten [10] days, in the case of a situation which by its nature requires an immediate response or a response within less than ten [10] days), Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as additional Rental hereunder, the cost of such repairs plus one of the following (the choice to be at the sole option of Landlord unless one of the choices is improper under applicable law, in which event the other alternative will automatically be deemed to have been selected): (a) a one-time charge in an amount equal to fifteen percent (15%) of the cost of repairs, in order to compensate Landlord for its administrative and other overhead expenses; or (b) interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to Tenant (but in no event to exceed 18% per annum), such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant. At the expiration of this Lease, Tenant shall surrender the Demised Premises broom-clean and in good condition, excepting reasonable wear and tear and losses required to be restored by Landlord in Section 11.1, Article XVIII and Article XIX of this Lease; and without limiting the generality of the foregoing, Tenant agrees that it shall repair all damages which may be caused to the Demised Premises by the removal of Tenant's property; moreover, Tenant shall remove all of Tenant's signage (including, to the extent applicable to Tenant, all fascia, store front, pylon and directory signage) and repair all damage caused by the installation, operation or removal of same.

11.3 Tenant shall be responsible for performing adequate preventive maintenance on the heating, ventilation and air-conditioning equipment ("HVAC") for the Demised Premises; moreover, for any restaurant operation, Tenant's responsibility pursuant to this Section 11.3 shall also include kitchen exhaust systems ("Restaurant Exhaust System"). Without limiting the generality of the immediately preceding sentence: (a) Tenant shall replace all filters in the HVAC system at least once every six (6) weeks; (b) Tenant shall have the entire heating, ventilation and air-conditioning equipment inspected by a qualified or licensed HVAC contractor at least once a year; and (c) for any restaurant operation, Tenant shall have the Restaurant Exhaust System cleaned and inspected by a qualified specialist at least quarter-annually, with the invoice or report of same (the "RES Report") to be delivered to Landlord at least quarter-annually. The inspection specified in item (b) immediately above shall be completed between March 1st and May 31st of each year, and Tenant shall provide Landlord a copy of the invoice or report (the "HVAC Inspection Report") from the inspecting company, giving evidence that the system has been inspected. If by June 15th of any calendar year during the Lease Term Landlord has not received a copy of the HVAC Inspection Report from Tenant, or if by the 15th day after any calendar quarter Landlord has not received a copy of the RES Report from any restaurant operation, and if such failure continues for more than fifteen (15) days after Landlord's written notice to Tenant advising Tenant of its failure in this regard, then Landlord shall have the right to have the applicable equipment inspected by a company to be selected by Landlord. Landlord shall bill Tenant for the cost of this inspection, which shall be paid within ten (10) days of receipt of Landlord's invoice. It is expressly understood and agreed by Tenant that in satisfying Tenant's responsibilities pursuant to this Section 11.3, Tenant must abide by all restrictions in this Lease regarding the roof of the building in which the Demised Premises is located, including but not limited to Section 7.2(d) of this Lease.

ARTICLE XII

ALTERATIONS

12.1 Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting, or otherwise defacing the Demised Premises. Whenever Tenant proposes to do any construction work within the Demised Premises, Tenant shall first furnish to Landlord plans and specifications in such detail as Landlord may request covering all such work, together with an identification of the contractor(s) whom Tenant plans to employ for the work. In no event shall any construction work be commenced within the Demised Premises without Landlord's written confirmation that it has no objection to Tenant's plans and specifications and contractor(s). Notwithstanding the rights accorded to Landlord pursuant to the immediately preceding sentences, Tenant acknowledges and agrees that Landlord's permission for Tenant to commence construction shall in no way constitute any representation or warranty by Landlord as to the adequacy or sufficiency of such plans and specifications, the improvements to which they relate or the capabilities of such contractors; instead, any such permission shall merely be the consent of Landlord as required hereunder. Without limiting the generality of the preceding sentences in this Section 12.1, Tenant acknowledges and agrees that any installation or replacement of Tenant's heating or air-conditioning equipment must be subject to such preceding sentences and must be effected strictly in accordance with Landlord's instructions regarding same.

12.2 All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, lien-free and in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. Without limiting the generality of the foregoing, Landlord shall have the right to require that such work be performed during hours when the Shopping Center is not open for business and in accordance with rules and regulations which Landlord may from time to time prescribe. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage.

12.3 In the event Tenant uses a general contractor to perform construction work within the Demised Premises, Tenant shall, prior to the commencement of such work, require said general contractor to execute and deliver to Landlord a waiver and release of any and all claims against Landlord and liens against the Shopping Center to which such contractor might at any time be entitled and to execute and record a Bond to Pay Claims (the "Bond") in accordance with Chapter 53,

Subchapter I of the Alabama Property Code, as such may be amended, superseded or replaced from time to time, and shall deliver a copy of the recorded Bond to Landlord. The delivery of the waiver and release of lien and the Bond within the time period set forth above shall be a condition precedent to Tenant's ability to enter on and begin its construction work at the Demised Premises and if applicable, to any reimbursement from Landlord for its construction work.

12.4 All alterations, additions, improvements and fixtures (including, without limitation, all floor coverings and all heating and air-conditioning equipment but excluding Tenant's unattached, readily movable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to its original condition at Tenant's expense.

12.5 In the event that Landlord elects to remodel all or any portion of the Shopping Center, Tenant will cooperate with such remodeling, including Tenant's tolerating temporary inconveniences (and even the temporary removal of Tenant's signs in order to facilitate such remodeling, as it may relate to the exterior of the Demised Premises).

ARTICLE XIII

LANDLORD'S RIGHT OF ACCESS

13.1 Landlord shall have the right to enter upon the Demised Premises at any time during regular business hours, except in the case of emergency, for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Demised Premises to prospective purchasers, tenants or lenders. This Section 13.1, however, shall not be deemed to impose any obligation upon Landlord to enter the Demised Premises, except if and to the extent that any such obligation may be specifically required pursuant to another express provision of this Lease.

13.2 Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last one hundred twenty (120) days of the Lease Term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to Section 10.4, Section 14.1 or any other provision of this Lease.

13.3 Use of the roof above the Demised Premises is reserved to Landlord.

ARTICLE XIV

SIGNS; STORE FRONTS

14.1 Tenant shall not, without Landlord's prior written consent, (a) make any changes to the store front, (b) install any exterior lighting, decorations, paintings, awnings, canopies or the like, (c) erect or install any signs, window or door lettering, placards, decorations, banners, portable signs or advertising media of any type which can be viewed from the exterior of the Demised Premises, excepting only dignified displays of customary type, for its display windows, or (d) install any bars, drapes, blinds, shades or other window or door covering or treatment, or tint any windows or plate glass. All signs, lettering, placards, decorations and advertising media (including, without limitation, the fascia sign required by Section 14.2 below) shall conform in all respects to the sign criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion, and shall be subject to Landlord's requirements as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times.

14.2 Subject to the restrictions of Section 14.1 above, Tenant agrees to install a first-class fascia sign on the front of the Demised Premises, within 45 days of the Commencement Date, and to maintain such sign in a good, attractive condition during the entire Lease Term. At the conclusion of the Lease Term, unless otherwise directed by Landlord, Tenant will remove its sign, will close off ("cap") the electrical outlet(s) servicing such sign, will repair any damage to the building which may have resulted from the installation or removal of the sign and will seal, clean or paint the front of the building in the manner directed by Landlord, in and around the area where the sign had been located. In addition, in the event that Tenant has received permission from Landlord to install a panel on a pylon sign within the Shopping Center (with this Section 14.2 not to be deemed to grant, nor imply the grant, of any right for Tenant to install a pylon sign panel), then at the conclusion of the Lease Term, unless otherwise directed by Landlord, Tenant will remove its panel and replace it with a blank white or colored panel as directed by Landlord.

14.3 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Demised Premises lit from dusk until 11:00 p.m., every day, including Sundays and holidays (or any other hours established by Landlord for the Shopping Center).

14.4 For any violation of this Article XIV which continues after Landlord has given Tenant at least ten (10) days' notice to cure same, Landlord shall have the right to assess Tenant with a \$500.00 monthly charge in order to compensate Landlord for its administrative and other overhead expenses in connection with this Article XIV; and Tenant hereby acknowledges and agrees that any such charge shall be payable as additional Rental under this Lease, shall not be considered as a deduction from Percentage Rental, and shall be payable immediately on demand. In addition, Tenant further acknowledges and agrees that the charge provided in this Section 14.4 is cumulative with, and does not supersede or reduce in any way, Landlord's rights as specified in Article XXIII of this Lease.

ARTICLE XV

UTILITIES

15.1 Landlord agrees to cause to be provided to the Shopping Center the necessary mains, conduits and other facilities necessary to supply water, gas (if deemed appropriate by Landlord), electricity, telephone service and sewerage service to the building in which the Demised Premises is located.

15.2 Tenant shall promptly pay all charges for electricity, water, gas (but only if provided by Landlord), telephone service, sewerage service and other utilities furnished to the Demised Premises. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand as additional Rental under this Lease the rates established therefor by Landlord which shall not exceed the rates which would be charged for the same services furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Demised Premises to the public utility, if any, furnishing such service. In addition, if certain utilities are furnished to the Demised Premises in common with other premises, then Landlord shall make a good faith estimate as to the amount used by each tenant (including Tenant) and bill each tenant accordingly; however, at any time, Landlord may elect to install one or more sub-meters for one or more premises (which, if installed at the Demised Premises, shall be at Tenant's expense), in which event Landlord will bill each tenant whose premises is sub-metered for the amount used according to that tenant's sub-meter. Any amounts which Landlord bills to Tenant under the terms of this Section 15.2 will be considered additional Rental and will be due within ten (10) days after the date upon which Landlord delivers such bill to Tenant.

15.3 Landlord assures Tenant that upon Tenant's request, Landlord will advise Tenant as to which utility company currently provides electricity service for the Demised Premises (the "Current Electric Service Provider"). Tenant also acknowledges and agrees that to the maximum degree permitted by applicable law, Landlord shall have the right at any time and from time to time during the Lease Term either to contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Electric Service Provider") or continue to contract for service from the Current Electric Service Provider. Tenant at all times shall cooperate with Landlord, the Current Electric Service Provider, and any Alternate Electric Service Provider designated by Landlord; moreover, Tenant shall, as reasonably necessary, allow Landlord, the Current Electric Service Provider, and any Alternate Electric Service Provider reasonable access to the electric lines, feeders, risers, wiring, and any other machinery within or servicing the Demised Premises.

15.4 Landlord shall not be liable for any interruption whatsoever in utility services not furnished by Landlord, nor for interruptions in utility services furnished by Landlord which are due to fire, accident, strike, acts of God or other causes beyond the control of Landlord or which are necessary or useful in connection with making any alterations, repairs or improvements. None of such interruptions shall constitute an actual or constructive eviction, in whole or in part, nor shall any such interruption entitle Tenant to any abatement or diminution of Rentals. Without limiting the generality of the foregoing, Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Demised Premises, or if the quantity or character of the electric energy supplied by the Current Electric Service Provider or any Alternate Electric Service Provider is no longer available or suitable for Tenant's requirement; and no such failure, defect, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rentals.

ARTICLE XVI

INSURANCE COVERAGES

16.1 Landlord shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense (but subject to Article VI above), causing the Shopping Center to be insured under special form of property coverage (sometimes referred to as "all-risk" coverage) and commercial general liability insurance (plus, as to either coverage, whatever endorsements or special coverage Landlord, in its sole discretion, may consider appropriate), to the extent necessary to comply with Landlord's obligations pursuant to other provisions of this Lease, and such other insurance (if any) that Landlord deems appropriate for the Shopping Center.

16.2 Tenant, at its sole cost and expense, shall procure and maintain throughout the Lease Term the following policies of insurance:

(a) property insurance causing Tenant's leasehold improvements and business personal property (sometimes also referred to as "fixtures and contents") in the Demised Premises (including the HVAC system) to be insured under the broadest available special form of property coverage, sometimes referred to as "all-risk" coverage (such as the form identified as CP 10 30, and any successor form, published by Insurance Services Office, Inc.), with provisions and/or endorsements assuring both mold coverage and terrorism coverage, such insurance coverage (i) to be in the full amount of the replacement cost of all insured property, (ii) to include coverage for the loss of business income, in an amount not less than 75% of Tenant's estimated gross annual income at the Demised Premises, and (iii) to contain no deductible or self-insured retention in excess of \$10,000.00; and

(b) commercial general liability insurance insuring both Landlord and Tenant against all claims, demands or actions for bodily injury, property damage, personal and advertising injury, and medical payments arising out of or in connection with Tenant's use or occupancy of the Demised Premises, or by the condition of the Demised Premises,

including environmental coverage and/or dramshop (i.e., alcohol sales) coverage if deemed appropriate by Landlord, with a limit of not less than \$2,000,000.00 per occurrence (and no offset for occurrences on property other than the Demised Premises), and with coverage for contractual liability; and

(c) worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of Alabama, together with employer's liability insurance in an amount not less than \$1,000,000.00.

All insurance procured and maintained by Tenant shall be written by insurance companies satisfactory to Landlord which are licensed to do business in the state in which the Shopping Center is located with a general policyholder's rating of not less than A and a financial rating of not less than Class VIII, as rated in the most current edition of Best's Key Rating Guide. With the exception of the insurance prescribed in subsection (c) above, Landlord and Landlord's property manager shall be named as additional insured under all liability insurance maintained by Tenant, and Landlord shall be named as a loss payee under all property insurance maintained by Tenant; moreover, Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation of such insurance. The required insurance policies, or in the alternative, duly executed certificates of insurance on appropriate ACORD forms (for property insurance, the 2003 Edition ACORD Form 28 [the 2006 Edition ACORD Form 28 will *not* be acceptable]; for liability insurance, the ACORD Form 25), shall be promptly delivered to Landlord, and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand as additional Rental hereunder the premium cost thereof plus interest at the maximum contractual rate (but in no event to exceed 18% per annum) from the date of payment by Landlord until repaid by Tenant.

16.3 For any violation of this Article XVI which continues after Landlord has given Tenant at least ten (10) days' notice to cure same, Landlord shall have the right to assess Tenant with a \$500.00 monthly charge in order to compensate Landlord for its administrative and other overhead expenses in connection with this Article XVI; and Tenant hereby acknowledges and agrees that any such charge shall be payable as additional Rental under this Lease, shall not be considered as a deduction from Percentage Rental, and shall be payable immediately on demand. In addition, Tenant further acknowledges and agrees that the charge provided in this Section 16.3 is cumulative with, and does not supersede or reduce in any way, Landlord's rights as specified in Article XXIII of this Lease.

ARTICLE XVII

WAIVER OF LIABILITY; MUTUAL WAIVER OF SUBROGATION

17.1 Landlord and Landlord's agents and employees shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person whomsoever, for any injury to person or damage to property caused by the Demised Premises or other portions of the Shopping Center becoming out of repair, or by defect or failure of any structural element of the Demised Premises or of any equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises (except where due to Landlord's willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant, or to Tenant's employees, agents or visitors, or to any other person whomsoever, for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord. Landlord shall not be held responsible in any way on account of any construction, repair or reconstruction (including widening) of any private or public roadways, walkways or utility lines. **THE WAIVER CONTAINED IN THIS SECTION 17.1 APPLIES EVEN TO A LOSS OR INJURY WHICH IS ATTRIBUTABLE TO THE NEGLIGENCE OF LANDLORD, ITS PROPERTY MANAGER(S) OR ANYONE ELSE FOR WHOM LANDLORD MAY BE RESPONSIBLE; HOWEVER, THIS WAIVER SHALL NOT APPLY TO LANDLORD'S WILLFUL WRONGDOING OR GROSS NEGLIGENCE.**

17.2 Landlord shall not be liable to Tenant or to Tenant's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Demised Premises or the Common Area caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or of any other person entering the Shopping Center under express or implied invitation of Tenant (with the exception of customers in the Common Area), or arising out of the use of the Demised Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations under this Lease; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claim arising out of such damage or injury.

17.3 Landlord and Tenant each hereby waives and releases the other from any and all liability or responsibility to the other, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under the special form of property coverage (sometimes referred to as "all-risk" coverage); **provided, however**, that this mutual waiver and release shall be applicable only with respect to a loss or damage occurring during the time when property insurance policies, which are readily available in the marketplace, contain a clause or permit an endorsement to the effect that any such release and waiver shall not adversely affect or impair the policy or the right of the insured party to receive proceeds under the policy; **provided, further**, that this release and waiver shall not be applicable to the portion of any damage which is not reimbursed by the damaged party's insurer because of the "deductible" in the damaged party's insurance coverage. **THE RELEASE AND WAIVER CONTAINED IN THIS SECTION 17.3 APPLIES EVEN TO A LOSS WHICH IS ATTRIBUTABLE TO THE NEGLIGENCE OF THE PARTY HEREBY RELEASED (AND WITH RESPECT TO LANDLORD, ITS PROPERTY MANAGER(S) OR ANYONE ELSE FOR WHOM LANDLORD MAY BE RESPONSIBLE); HOWEVER, THIS RELEASE AND WAIVER SHALL NOT APPLY TO A**

PARTY'S WILLFUL WRONGDOING OR GROSS NEGLIGENCE. The release and waiver specified in this Section 17.3 is cumulative with any releases or exculpations which may be contained in other provisions of this Lease.

ARTICLE XVIII

DAMAGES BY CASUALTY

18.1 Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

18.2 In the event that the Demised Premises shall be damaged or destroyed by fire, casualty or any event insurable under special form (sometimes referred to as "all-risk") property insurance and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. In the event (a) the building in which the Demised Premises is located is destroyed or substantially damaged by a casualty not covered by Landlord's insurance, (b) such building is destroyed or rendered untenable to an extent in excess of fifty percent (50%) of the first floor area by a casualty covered by Landlord's insurance, or (c) the holder of a mortgage, deed of trust or other lien on such building at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty and if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense.

18.3 Landlord's obligation to rebuild and repair under this Article XVIII shall in any event be limited to restoring one of the following (as may be applicable): (a) if this Lease does not include an attached exhibit describing Landlord's initial construction responsibility ("Landlord's Work"), restoring the Demised Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant and any items which Tenant is required to insure under Section 16.2 of this Lease; or (b) restoring Landlord's Work, as described in the applicable exhibit attached to this Lease (if such an exhibit is attached), to substantially the same condition in which the same existed prior to the casualty, exclusive of any items which Tenant is required to insure under Section 16.2 of this Lease. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant, or, if an exhibit describing Tenant's Work is attached hereto, all items of Tenant's Work as described in such exhibit, as the case may be.

18.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises, it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Guaranteed Rental shall be reduced to such extent as may be fair and reasonable under the circumstances; however, there shall be no abatement of the Percentage Rental and other charges provided for herein.

ARTICLE XIX

EMINENT DOMAIN

19.1 If more than thirty percent (30%) of the floor area of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

19.2 If less than thirty percent (30%) of the floor area of the Demised Premises should be taken as aforesaid, this Lease shall not terminate; however, the Minimum Guaranteed Rental (but not Percentage Rental) payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations to the remaining premises or, if an exhibit describing Landlord's Work is attached to this Lease, all necessary repairs within the scope of Landlord's Work as described in such exhibit, as the case may be, to cause the remaining portions of the Demised Premises to be an architectural whole.

19.3 If any part of the Common Area should be taken as aforesaid, this Lease shall not terminate, nor shall the rent payable hereunder be reduced, except that either Landlord or Tenant may terminate this Lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center shall be less than seventy percent (70%) of the area of the Common Area immediately prior to the taking. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty (30) days after the date physical possession is taken by the condemning authority.

19.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises or Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant as long as such separate award does not reduce the amount of the award that would otherwise be awarded to Landlord.

ARTICLE XX

ASSIGNMENT AND SUBLETTING

20.1 Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Demised Premises or any part thereof or grant any license, concession or other right of occupancy of any portion of the Demised Premises without the prior written consent of Landlord. In this regard, Tenant further acknowledges and agrees that Landlord's acceptance of Rentals from an assignee or subtenant shall not be deemed to constitute Landlord's consent to such assignment or sublease (in fact, Tenant acknowledges that the Rental payment process is such that Landlord will not likely even be aware of the party from whom Rentals are received). Landlord agrees that it will not withhold consent in a wholly unreasonable and arbitrary manner (as further explained in Section 30.4 of this Lease); however, in determining whether or not to grant its consent, Landlord shall be entitled to take into consideration factors such as the existing uses in the Shopping Center, existing use restrictions affecting the Shopping Center, Landlord's desired tenant mix, the experience, reputation and net worth of the proposed transferee, the likelihood that the operations of such proposed transferee will produce Percentage Rentals, and the then current market conditions (including market rentals). In addition, Landlord shall also be entitled to charge Tenant a \$1,500.00 fee for processing Tenant's request, regardless of whether or not Landlord grants its consent. Consent by Landlord to one or more assignments or subletting shall not operate as a waiver of Landlord's rights as to any subsequent assignments and subletting.

20.2 If Tenant is a corporation, partnership or other entity and if at any time during the term of this Lease the person or persons who own a majority of either the outstanding voting rights or the outstanding ownership interests of Tenant at the time of the execution of this Lease cease to own a majority of such voting rights, ownership interests or control (except as a result of transfers by devise or descent), the loss of a majority of such voting rights, ownership interests or control shall be deemed to be an assignment of this Lease by Tenant and, therefore, subject in all respects to the provisions of Section 20.1 above. The previous sentence shall not apply, however, if at the time of the execution of this Lease, Tenant is a corporation and the outstanding voting shares of capital stock of Tenant are listed on a recognized security exchange or over-the-counter market.

20.3 Any assignee or sublessee of an interest in and to this Lease shall be deemed, by acceptance of such assignment or sublease or by taking actual or constructive possession of all or any portion of the Demised Premises, to have assumed all of the obligations set forth in or arising under this Lease. Such assumption shall be effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or sublessee obtains possession of all or any portion of the Demised Premises; however, with specific regard to any assignment, the assignee shall be responsible for all unsatisfied obligations of Tenant under this Lease, regardless of when such obligation arose and when such assumption became effective.

20.4 Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the Rentals herein specified and for compliance with all of its other obligations under this Lease (even if future assignments and subletting occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such future assignments and subletting). Moreover, in the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the Rental payable under this Lease, or if with respect to a permitted assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be. Finally, in the event of an assignment or subletting, it is understood and agreed that all rentals paid to Tenant by an assignee or sublessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind; and upon election by Landlord such rentals shall be paid directly to Landlord as specified in Article IV of this Lease (to be applied as a credit and offset to Tenant's rental obligation).

20.5 Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Demised Premises.

20.6 In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Demised Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor-in-interest of the Landlord for performance of such obligations. In addition, as described more fully in Section 27.3 of this Lease, any security deposit given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor-in-interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE XXI

SUBORDINATION; ATTORNMENT; ESTOPPELS

21.1 Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Shopping Center or any portion of the Shopping Center which includes the Demised Premises, and to any renewals and extensions thereof. Tenant agrees that any mortgagee shall have the right at any time to subordinate its mortgage, deed of trust or other lien to this Lease; provided, however, notwithstanding that this Lease may be (or may become) superior to a mortgage, deed of trust or other lien, the mortgagee shall not be liable for prepaid rentals, security deposits and claims accruing during Landlord's ownership; and further provided that the provisions of a mortgage, deed of trust or other lien relative to the rights of the mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and provisions relative to proceeds arising from insurance

payable by reason of damage to or destruction of the Demised Premises shall be prior and superior to any contrary provisions contained in this Lease with respect to the payment or usage thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Demised Premises or the Shopping Center as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request; provided, however, that upon Tenant's written request and notice to Landlord, Landlord shall use good faith efforts to obtain from any such mortgagee a written agreement that after a foreclosure (or a deed in lieu of foreclosure) the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to recognize and perform all of the covenants and conditions of this Lease.

21.2 At any time when the holder of an outstanding mortgage, deed of trust or other lien covering Landlord's interest in the Demised Premises has given Tenant written notice of its interest in this Lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time (not less than 30 days) shall thereafter have elapsed without the default having been cured.

21.3 Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify Tenant and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default, specifying any default), shall confirm Tenant's agreements contained above in this Article XXI, and shall contain such other information or confirmations as Landlord may reasonably require. If Tenant fails to do so within seven (7) days after the delivery of a written request from Landlord to Tenant, then in addition to all other rights and remedies accorded to Landlord pursuant to Article XXIII of this Lease, Landlord is also hereby irrevocably appointed and authorized as the agent and attorney-in-fact of Tenant to execute and deliver any such written statement on Tenant's behalf.

ARTICLE XXII

DIRECTION OF TENANT'S ENERGIES

22.1 Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of Rentals) and Tenant's general contribution to commerce within the Shopping Center (also important in Landlord's determination to execute this Lease with Tenant) will be substantially reduced if during the term of this Lease, either Tenant or any person, corporation, partnership, limited liability company or other entity, directly or indirectly controlling, controlled by or under common control with Tenant shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Shopping Center. Accordingly, Tenant agrees that if during the term of this Lease, either Tenant or any person, corporation, or other entity, directly or indirectly controlling, controlled by or under common control with Tenant (and also, in the event Tenant is a corporation or other entity, if any officer or director thereof or shareholder or other owner owning more than ten percent (10%) of the outstanding stock or other ownership thereof, or any parent, subsidiary or related or affiliated corporation) either directly or indirectly commences operation of any store selling or otherwise sells or offers for sale any merchandise or services of the type to be sold by Tenant in the Demised Premises as provided in Section 1.1(r) hereof or similar or related items, or in any manner competes with the business provided herein to be conducted by Tenant at the Demised Premises, within a straight-line radius of three (3) miles of the Shopping Center, which Tenant acknowledges is a reasonable area for the purpose of this provision, then in such event, the Rentals payable by Tenant hereunder shall be adjusted as follows:

(a) thereafter the Minimum Guaranteed Rental shall be one hundred ten percent (110%) of the amount stipulated in Section 1.1(m) of this Lease; and

The above adjustment in Rental reflects the estimate of the parties as to the damages which Landlord would be likely to incur by reason of the diversion of business and customer traffic from the Demised Premises and Shopping Center to such other store within such radius, as the proximate result of the establishment of such other store. This provision shall not apply to any existing store presently being operated by Tenant as of the date hereof, provided there is no increase in the size, change in merchandise mix or trade name of such commercial establishment. Finally, Tenant agrees that Landlord may waive, for any reason whatsoever, any or all rights granted to Landlord pursuant to this Section 22.1 and may sever this Section from the remainder of this Lease (thereby keeping the remainder of this Lease unmodified and in full force and effect).

ARTICLE XXIII

DEFAULT BY TENANT AND REMEDIES

23.1 The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Rental or any other obligation under this Lease involving the payment of money and such failure shall continue for a period of five (5) days after written notice thereof to Tenant; **provided, however**, that if during the immediately preceding twelve (12) month period Landlord has already given Tenant a written notice of Tenant's failure to pay an installment of Rental, no notice shall be required for a Rental delinquency to become an event of default (i.e., the event of default will automatically occur on the sixth (6th) day after the date upon which the Rental becomes due).

(b) Tenant shall fail to comply with any provision of this Lease, other than as described in subsection (a) above, and either shall not cure such failure within fifteen (15) days after written notice thereof to Tenant, or shall cure

that particular failure but shall again fail to comply with the same provision of the Lease within three (3) months after Landlord's written notice.

(c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

(e) A receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

(f) Tenant shall desert or vacate or shall commence to desert or vacate the Demised Premises or any substantial portion of the Demised Premises or at any time prior to the last month of the Lease Term shall remove or attempt to remove, without the prior written consent of Landlord, all or a substantial amount of Tenant's goods, wares, equipment, fixtures, furniture, or other personal property.

(g) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises or upon all or any part of the Shopping Center.

23.2 Upon the occurrence of any such events of default, then in addition to the remedies available to Landlord under the other provisions of this Lease and all applicable laws, Landlord shall also have the option to pursue any one or more of the following remedies:

(a) Without any further notice or demand whatsoever, Tenant shall be obligated to reimburse Landlord for the damages suffered by Landlord as a result of the event of default, plus interest on such amount at the maximum contractual rate which could legally be charged in the event of a loan of such amount to Tenant (but in no event to exceed 18% per annum); and Landlord may pursue a monetary recovery from Tenant. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to install a sign on the front of the Demised Premises within forty five (45) days after the Commencement Date of this Lease, or if Tenant fails to open for business as required in this Lease or, having opened for business, subsequently deserts or vacates the Demised Premises or otherwise ceases to conduct business in the Demised Premises as required in this Lease, then Landlord at its option may seek monetary recovery for the loss of Tenant's anticipated contribution to commerce within the Shopping Center; moreover, Landlord and Tenant further agree that inasmuch as the exact amount of damages would be difficult to determine, liquidated damages will be due monthly (i) in an amount equal to the greater of the \$500.00 charge prescribed in Section 14.4 of this Lease or fifteen percent (15%) of the Minimum Guaranteed Rental payable for that month (i.e., Tenant will pay Minimum Guaranteed Rental equal to one hundred fifteen percent (115%) of the amount specified in Section 1.1(m) of this Lease) if Tenant opens for business but fails to install a sign, and (ii) in an amount equal to the greater of the \$500.00 charge prescribed in Section 14.4 of this Lease or twenty-five percent (25%) of the Minimum Guaranteed Rental payable for the month if Tenant fails to open for business as required in this Lease or, having opened for business, subsequently deserts or vacates the Demised Premises or otherwise ceases to conduct business in the Demised Premises as required by this Lease (including, but not limited to, failing to comply with the requirements of Section 10.1 of this Lease).

(b) Without any further notice or demand whatsoever, Landlord may take any one or more of the actions permissible at law to insure performance by Tenant of Tenant's covenants and obligations under this Lease. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to open for business as required in this Lease or, having opened for business, deserts or vacates the Demised Premises, Landlord may enter upon and take possession of the Demised Premises in order to protect it from deterioration and continue to demand from Tenant the monthly Rentals and other charges provided in this Lease; moreover, although in such event Landlord shall use its good faith efforts to relet the Demised Premises and thus reduce the obligation of Tenant to pay Minimum Guaranteed Rentals and other charges due pursuant to this Lease (i.e., only to the extent of whatever amounts are actually received from the replacement tenant, and even then only after all payments prescribed by Section 23.5 below have been satisfied in full), the parties agree that Section 23.4 of this Lease shall be applicable to Landlord's reletting efforts. If Landlord does relet the Demised Premises, such action by Landlord shall not be deemed as an acceptance of Tenant's surrender of the Demised Premises unless Landlord expressly notifies Tenant of such acceptance in writing pursuant to this subsection (b), Tenant hereby acknowledging that Landlord shall otherwise be reletting as Tenant's agent and Tenant furthermore hereby agreeing to pay to Landlord on demand any deficiency that may arise between the monthly Rentals and other charges provided in this Lease and that actually collected by Landlord. It is further agreed in this regard that in the event of any default described in subsection (b) of Section 23.1 of this Lease, Landlord shall have the right to enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action. Finally, it is agreed that in the event of any default described in subsection (g) of Section 23.1 of this Lease, Landlord may pay or bond around such lien, whether or not contested by Tenant; and in such event Tenant agrees to reimburse Landlord on demand for all costs and expenses incurred in connection with any such action, with Tenant further agreeing that Landlord shall in no event be liable for any damages or claims resulting from such action.

(c) Without any further notice or demand whatsoever, Landlord may enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part of the Demised Premises, by force, if necessary (except to the extent prohibited by Alabama law), without being liable for prosecution or any claim for damages for such action. Such expulsion and removal by Landlord cannot be deemed a termination or forfeiture of this Lease or acceptance of Tenant's surrender of the Demised Premises unless Landlord expressly notifies Tenant in writing that Landlord is terminating or forfeiting this Lease or accepting Tenant's surrender of

the Demised Premises. If Landlord expels or removes Tenant and any other person from the Demised Premises without terminating or forfeiting this Lease or accepting surrender of the Demised Premises, Landlord shall attempt in good faith to relet the Demised Premises; **provided, however**, that Landlord's obligations as to reletting activities shall be subject to Section 23.4 below. Until Landlord is able, through such efforts, to relet the Demised Premises, Tenant must pay to Landlord, on or before the first day of each calendar month, in advance, the monthly Rentals and other charges provided in this Lease. At such time, if any, as Landlord relets the Demised Premises, Tenant must pay to Landlord on the twentieth (20th) day of each calendar month the difference between the monthly Rentals and other charges provided in this Lease for such calendar month and the amount actually collected by Landlord for such month from the occupant to whom Landlord has relet the Demised Premises. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord has the right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one (1) time. Any such suit cannot prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies.

(d) Landlord may terminate this Lease by written notice to Tenant, in which event Landlord shall have the right to enter upon the Demised Premises, and Tenant shall immediately surrender the Demised Premises to Landlord; and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rentals (including any late charge or interest which may have accrued pursuant to Section 9.3 of this Lease), enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of any termination effected pursuant to this subsection (d), said loss and damage to be determined by either of the following alternative measures of damages:

(i) Until Landlord is able, through good faith efforts (i.e., subject to Section 23.4 of this Lease), to relet the Demised Premises under terms satisfactory to Landlord, Tenant shall pay to Landlord on or before the first (1st) day of each calendar month, the monthly Rentals and other charges provided in this Lease. If and after the Demised Premises has been relet by Landlord, Tenant shall pay to Landlord on the twentieth (20th) day of each calendar month the difference between the monthly Rentals and other charges provided in this Lease for such calendar month and that actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month in excess of the monthly Rentals and other charges provided in this Lease, shall be credited to Tenant in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly Rentals and other charges provided in this Lease; but Tenant shall have no right to such excess other than the above-described credit.

(ii) When Landlord desires, Landlord may demand a final settlement. Upon demand for a final settlement, Landlord shall have a right to, and Tenant thereby agrees to pay, the difference between the total of all monthly Rentals and other charges provided in this Lease for the remainder of the term and the reasonable rental value of the Demised Premises for such period, such difference to be discounted to present value at a rate equal to the rate of interest which is allowed by law in the State of Alabama when the parties to a contract have not agreed on any particular rate of interest (or, in the absence of such law, at the rate of six percent [6%] per annum).

If Landlord elects to exercise either the remedy prescribed in subsection 23.2(b) above or the remedy prescribed in subsection 23.2(c) above, such election shall in no way prejudice Landlord's right at anytime thereafter to cancel that election in favor of the remedy prescribed in this subsection 23.2(d), provided that at the time of such cancellation Tenant is still in default. Similarly, if Landlord elects to compute damages in the manner prescribed by subsection 23.2(d)(i) above, this election shall in no way prejudice Landlord's right at any time thereafter to demand a final settlement in accordance with subsection 23.2(d)(ii) above.

23.3 It is expressly agreed that in determining "the monthly Rentals and other charges provided in this Lease," as that term is used throughout Sections 23.2(c) and 23.2(d) above, the term "Rentals" includes all payments prescribed in Section 9.1 of this Lease.

23.4 In any situation in which Landlord is attempting to relet the Demised Premises in order to mitigate its damages resulting from an event of default by Tenant, Landlord will conclusively be deemed to have done so if Landlord lists the Demised Premises with a real estate broker or agent (which may be affiliated with Landlord), places a sign in a window of the Demised Premises (which, Tenant agrees, Landlord is authorized to do), and considers in good faith all written proposals for such space made by such broker or agent. Landlord's duty to act in good faith shall not be deemed to require Landlord to agree to any lease terms which it deems to be unacceptable; moreover, in no event will Landlord be obligated: (i) to solicit or entertain negotiations with any other prospective tenant(s) for the Demised Premises until Landlord has obtained full and complete possession of the Demised Premises, free of any claim by Tenant that it continues to have a right of occupancy with respect to the Demised Premises, (ii) to travel outside a radius of thirty (30) miles from either the Shopping Center or Landlord's principal office in order to meet with a prospective tenant, (iii) to pay leasing commissions in excess of then current market rates, (iv) to pay any expenses related to a prospective tenant's existing lease at another location (e.g., lease take-over payments or moving expenses) or any other non-typical expenses, (v) to expend monies for finish-out requested by a prospective tenant unless Landlord, in its sole discretion, believes that the excess rent Landlord will receive and the credit of the prospective tenant support such a decision, (vi) to cause or allow an existing tenant of the Shopping Center to move from its existing space to all or any portion of the Demised Premises, or (vii) to give preference to the Demised Premises over other spaces in the Shopping Center, with regard to prospective tenants inquiring as to available space in the Shopping Center. In attempting to relet or actually reletting the Demised Premises, Landlord may enter into a direct lease with the proposed replacement tenant and will not be deemed to be acting as Tenant's agent. Landlord agrees that the rentals and other collections which Landlord may actually receive from a substitute tenant of the Demised Premises, to the extent that any such rentals and/or other collections are attributable to any particular time period within the Lease Term of this Lease (and after reduction for all expenses incurred by Landlord in connection with such

substitute tenant), will be credited against Tenant's obligations for the same time period; however, Tenant understands and agrees that it will not be entitled to any additional credit (for example, if Landlord receives amounts during a particular time period in excess of Tenant's obligations for the same time period, Landlord will not be required to credit such excess against Tenant's obligations for any other time period).

23.5 It is further agreed that, in addition to payments required pursuant to subsections 23.2(b) and 23.2(c) above, Tenant shall compensate Landlord for all expenses incurred by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Demised Premises), all expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct or indirect result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants of the Shopping Center) and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

23.6 Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord hereunder shall be deemed cumulative and not exclusive of each other.

23.7 If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to represent, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees incurred by Landlord in connection therewith.

23.8 In the event of a default under subsection 23.1(a) above or in the event that any one or more provisions of this Article XXIII or Article XXV below authorizes Landlord to enter the Demised Premises, Landlord is entitled and is hereby authorized, without any notice to Tenant, to enter upon the Demised Premises by use of a duplicate key, a master key, a locksmith's entry procedures or any other means not involving personal confrontation, and to alter or change the door locks and/or other security devices on all entry doors of the Demised Premises, thereby depriving Tenant access to the Demised Premises. In such event, Landlord shall not be obligated to place any written notice on the Demised Premises explaining Landlord's action, nor shall Landlord be obligated to make the key available to Tenant during Tenant's business hours. If the Lease Term has expired or if Landlord has either (i) terminated this Lease pursuant to Section 23.2(d) above or (ii) terminated Tenant's right of possession of the Demised Premises pursuant to Section 23.2(c) above, then in any such event Landlord shall have no duty whatsoever to make the key available to Tenant. If the Lease Term has not expired and Landlord has not terminated this Lease or Tenant's right of possession of the Demised Premises, but if a reason for Landlord's action is the failure of Tenant to pay any one or more Rentals when due pursuant to this Lease, then Landlord shall not be required to provide the new key (if any) to Tenant until and unless all Rental defaults of Tenant have been fully cured. Tenant shall be charged and pay an amount of \$500.00 for the locksmith expense incurred by Landlord as a result of changing the locks to the demised premises, upon default of this Lease.

23.9 Tenant acknowledges its obligation to deposit with Landlord the sum stated in Section 1.1(q) above, to be held by Landlord for the performance by Tenant of Tenant's covenants and obligations under this Lease. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Rentals and any other damage, injury, expense or liability caused to Landlord by such event of default; and in such event, Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount.

23.10 In the event of any default described in subsection (d) of Section 23.1 of this Lease, any assumption and assignment must conform with the requirements of the Bankruptcy Code which provides, in part, that the Landlord must be provided with adequate assurances (i) of the source of rent and other consideration due under this Lease; (ii) that the financial condition and operating performance of any proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the date of execution of this Lease; (iii) that any percentage rent due under this Lease will not decline substantially; (iv) that any assumption or assignment is subject to all of the provisions of this Lease (including, but not limited to, restrictions as to use) and will not breach any such provision contained in any other lease, financing agreement or other agreement relating to the Shopping Center; and (v) that any assumption or assignment will not disrupt any tenant mix or balance in the Shopping Center.

(a) In order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Tenant must fulfill the following obligations, in addition to any other reasonable obligations that Landlord may require, before any assumption of this Lease is effective: (i) all defaults under subsection (a) of Section 23.1 of this Lease must be cured within ten (10) days after the date of assumption; (ii) all other defaults under Section 23.1 of this Lease other than under subsection (d) of Section 23.1 must be cured within fifteen (15) days after the date of assumption; (iii) all actual monetary losses incurred by Landlord (including, but not limited to, reasonable attorneys' fees) must be paid to Landlord within ten (10) days after the date of assumption; and (iv) Landlord must receive within ten (10) days after the date of assumption a security deposit in the amount of six (6) months' Minimum Guaranteed Rental (using the Minimum Guaranteed Rental in effect for the first full month immediately following the assumption) and an advance prepayment of Minimum Guaranteed Rental in the amount of three (3) months' minimum guaranteed rent (using the minimum guaranteed rent in effect for the first full month immediately following the assumption), both sums to be held by Landlord in accordance with Section 23.9 above but deemed to be Rentals under this Lease for the purposes of the Bankruptcy Code as amended and from time to time and in effect.

(b) In the event this Lease is assumed in accordance with the requirements of the Bankruptcy Code and this Lease, and is subsequently assigned, then, in addition to any other reasonable obligations that Landlord may require and in order to provide Landlord with the assurances contemplated by the Bankruptcy Code, Landlord shall be

provided with (i) a financial statement of the proposed assignee prepared in accordance with generally accepted accounting principles consistently applied, though on a cash basis, which reveals a net worth in an amount sufficient, in Landlord's reasonable judgment, to assure the future performance by the proposed assignee of Tenant's obligations under this Lease; or (ii) a written guaranty by one or more guarantors with financial ability sufficient to assure the future performance of Tenant's obligations under this Lease, such guaranty to be in form and content satisfactory to Landlord and to cover the performance of all of Tenant's obligations under this Lease.

23.11 No agreement to accept a surrender of the Demised Premises and no act or omission by Landlord or Landlord's agent during the Lease Term shall constitute an acceptance or surrender of the Demised Premises unless made in writing and signed by Landlord. No reentry or taking possession of the Demised Premises by Landlord shall constitute an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this Lease and any other remedies provided by law. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or any remedy therefor.

ARTICLE XXIV

LANDLORD'S CONTRACTUAL SECURITY INTEREST

24.1 In addition to the statutory landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all Rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant which is presently or may hereafter be situated on the Demised Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Demised Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease at least five (5) days before the date of sale. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if (a) the sale is held in one of the following locations (the choice of which location to be in Landlord's sole discretion): (i) in an office of Landlord's management company located within the State of Alabama, (ii) in the Demised Premises, or (iii) elsewhere in the Shopping Center; and (b) before the sale is held, the time, place of sale and a general description of the type(s) of property to be sold have been advertised in a daily newspaper published in the county in which the sale is to be held, for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith.

24.2 Tenant hereby acknowledges and agrees that the applicable provisions of the Uniform Commercial Code, as adopted in the State of Alabama, permit Landlord to file a financing statement without Tenant's signature; and Tenant hereby consents to such a filing by Landlord. Tenant nevertheless further agrees that if and upon request by Landlord, Tenant will execute and deliver a financing statement as pursuant to the Uniform Commercial Code to Landlord.

24.3 Notwithstanding Section 24.1, Landlord agrees that it will subordinate its security interest and landlord's lien to the security interest of Tenant's supplier or institutional financial source for as long as the Rental account of Tenant under this Lease is current (or is brought current), provided that Landlord approves the transaction as being reasonably necessary for Tenant's operations at the Demised Premises, and further provided that the subordination must be limited to a specified transaction and specified items of the fixtures, equipment or inventory involved in the transaction.

ARTICLE XXV

HOLDING OVER

25.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution by Landlord and Tenant of a new lease, then Tenant shall be deemed to be occupying the Demised Premises as a tenant at will, with an obligation to pay Landlord a daily Rental equal to one-thirtieth of the sum of (i) the monthly Rental (including Minimum Guaranteed Rental, any Percentage Rental and all additional Rentals) which Tenant was paying in the final month of the Lease Term, plus (ii) an additional amount equal to fifty percent (50%) of the Minimum Guaranteed Rental which Tenant was paying in the final month of the Lease Term. Tenant's occupancy during the hold-over period shall otherwise be subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will. Notwithstanding the preceding sentences, however, if prior to the end of the Lease Term Landlord has delivered a written notice to Tenant informing Tenant of Landlord's need to use the Demised Premises immediately after the conclusion of the Lease Term, or if during the hold-over period Landlord delivers such notice to Tenant, then in either such event Tenant's occupancy shall be characterized as a tenancy at sufferance; and in either such event, in addition to the payments prescribed above in this Article XXV, Tenant shall indemnify Landlord (a) against claims for damages by any other tenant or prospective tenant to whom Landlord may have leased all or part of the Demised Premises,

and (b) for all other losses, costs and expenses, including reasonable attorneys' fees, incurred by reason of such holding over by Tenant. Tenant further agrees that during any period when Tenant's status is as a tenant at sufferance pursuant to this Section 25.1, Landlord may utilize any of the remedies available at law and under this Lease; and in this regard Tenant agrees that one of Landlord's rights shall be to enter upon the Demised Premises, without any notice to Tenant, by use of a duplicate key, a master key, a locksmith's entry procedures or any other means not involving personal confrontation, and to alter or change the door locks and/or other security devices on all entry doors of the Demised Premises, thereby depriving Tenant access to the Demised Premises.

ARTICLE XXVI

NOTICES

26.1 Wherever any notice is required or permitted under this Lease, such notice shall be in writing. Any notice or document required or permitted to be delivered under this Lease shall be deemed to be delivered when it is actually received by the designated addressee or, if earlier and regardless of whether actually received or not, when it is either (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) sent by electronic mail or facsimile, or (iii) delivered to the custody of a reputable messenger service or overnight courier service, addressed to the applicable party to whom it is being delivered at the respective address for such party as is set out in Section 1.1 above (or for deliveries to Tenant, and at Landlord's option, to Tenant at the Demised Premises), or at such other address as such applicable party may have theretofore specified to the delivering party by written notice.

26.2 If and when included within the term "Landlord" as used in this Lease there be more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to the Landlord; if and when included within the term "Tenant" as used in this Lease there be more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment. In addition, Tenant agrees that notices to Tenant may be given by Landlord's attorney, property manager or other agent.

ARTICLE XXVII

SECURITY DEPOSIT

27.1 The security deposit prescribed in Section 1.1(q) of this Lease shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the security deposit shall not be considered an advance payment of Rental or a measure of Landlord's damages in case of default by Tenant. Landlord may commingle the security deposit with Landlord's other funds. As prescribed in Section 23.9 of this Lease, Landlord may, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any Rental delinquencies or to satisfy any other covenant or obligation of Tenant hereunder; and following any such application of the security deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount.

27.2 Within thirty (30) days after Tenant (i) has surrendered the Demised Premises to Landlord (which, Landlord and Tenant agree, includes turning over to Landlord's representative all keys to the Demised Premises), and (ii) has provided Landlord with a forwarding address, Landlord shall return to Tenant the portion of the security deposit remaining after deducting all damages, charges and other amounts permitted by the terms of this Lease and applicable law. Tenant acknowledges and agrees that if Tenant has breached this Lease before or during Tenant's surrendering the Demised Premises to Landlord, then Landlord shall be entitled to deduct from the security deposit being returned to Tenant (if any) all damages and losses that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of such breach of this Lease by Tenant.

27.3 If Landlord transfers its interest in the Demised Premises during the term of this Lease, Landlord may assign the security deposit to the transferee; and upon such transfer and the transferee's acknowledgement of responsibility to Tenant for the security deposit (which acknowledgement will be deemed to have been effected if the transferee assumes the obligations of the Landlord under this Lease, i.e., even without a specific mention of the security deposit), Landlord shall thereafter have no further liability for the return of the security deposit.

ARTICLE XXVIII

COMMISSIONS; ADVICE FROM AGENT

28.1 Landlord shall pay to **Retail Specialists, LLC**, ("Agent", a commission for negotiating this Lease, in accordance with a separate agreement between Landlord and Agent.

28.2 Tenant acknowledges that they have been represented by, **LAH Commercial** ("Cooperating Agent").

ARTICLE XXIX

LAWS AND REGULATIONS

29.1 Landlord and Tenant each represent and warrant to the other that the representing party is not, and shall not become during the Lease Term, a person or entity with whom the other party is restricted from doing business under applicable laws relating to national security (such as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, commonly known as the "USA Patriot Act") and executive orders and regulations relating to such applicable laws. Each party agrees to take all reasonable measures throughout the Lease Term in order to assure the continued validity of its representation and warranty in this Section 29.1; moreover, each party will provide further assurances and information to the other party if and to the extent required by such applicable laws.

29.2 Landlord and Tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules, directives and regulations (collectively referred to hereinafter as the "Regulations"), and that additional Regulations may hereafter be enacted or go into effect, relating to or affecting the Demised Premises or the Shopping Center. Subject to the express rights granted to Tenant under the terms of this Lease, Tenant agrees that it will not cause or permit to be caused any act or practice, by negligence, omission or otherwise, that would violate any of said Regulations. In addition, and notwithstanding any other provisions of this Lease, Tenant shall have no claim against Landlord by reason of any changes Landlord may make to the Shopping Center or the Demised Premises pursuant to said Regulations or any charges imposed upon Tenant, Tenant's customers or other invitees pursuant to same.

29.3 If, by reason of any Regulations, the payment to, or collection by, Landlord of any Rental or other charge (collectively referred to hereinafter as "Lease Payments") payable by Tenant to Landlord pursuant to the provisions of this Lease is in excess of the amount (the "Maximum Charge") permitted thereof by the Regulations, then Tenant, during the period when the Regulations shall be in force and effect (the "Freeze Period") shall not be required to pay, nor shall Landlord be permitted to collect, any sum in excess of the Maximum Charge. Upon the earlier of (i) the expiration of the Freeze Period, or (ii) the issuance of a final order or judgment of a court of competent jurisdiction declaring the Regulations to be invalid or not applicable to the provisions of this Lease, Tenant, to the extent not then proscribed by law, and commencing with the first day of the month immediately following, shall pay to Landlord as additional Rental, in equal monthly installments during the balance of the term of this Lease, a sum equal to the cumulative difference between the Maximum Charges and the Lease Payments during the Freeze Period. If any provisions of this section, or the application thereof, shall to any extent be declared to be invalid and unenforceable, the same shall not be deemed to affect any of the other provisions of this section or of this Lease, all of which shall be deemed valid and enforceable to the fullest extent permitted by law.

ARTICLE XXX

MISCELLANEOUS

30.1 Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

30.2 Tenant shall not for any reason withhold or reduce Tenant's required payments of Rentals and other charges provided in this Lease, it being agreed (i) that the obligations of Landlord under this Lease are independent of Tenant's obligations except as may be otherwise expressly provided in this Lease and (ii) that to the maximum extent permitted under applicable law, Tenant hereby waives all rights which it might otherwise have to withhold Rentals. The immediately preceding sentence shall not be deemed to deny Tenant the ability of pursuing all rights granted it under this Lease or at law (with the exception of any right of Tenant to offset or withhold the payment of Rentals, which right is hereby waived to the maximum extent permitted by applicable law); however, as contemplated in Alabama Rule of Civil Procedure 174(b), as amended from time to time, at the direction of Landlord, Tenant's claims in this regard shall be litigated in proceedings different from any litigation involving Rental claims or other claims by Landlord against Tenant (i.e., each party may proceed to a separate judgment without consolidation, counterclaim or offset as to the claims asserted by the other party).

30.3 The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Demised Premises; and Landlord shall not be personally liable for any deficiency, except that Landlord shall, subject to the provisions of Sections 20.6 and 27.3 of this Lease, remain liable to account to Tenant for any security deposit under this Lease. This Section 30.3 shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord.

30.4 In all circumstances under this Lease where the prior consent of one party (the "consenting party"), whether it be Landlord or Tenant, is required before the other party (the "requesting party") is authorized to take any particular type of action, such consent shall not be withheld in a wholly unreasonable and arbitrary manner; however, the requesting party agrees that its exclusive remedy if it believes that consent has been withheld improperly (including, but not limited to, consent required from Landlord pursuant to Section 10.2 or Section 20.1) shall be to institute litigation either for a declaratory judgment or for a mandatory injunction requiring that such consent be given (with the requesting party hereby waiving any claim for damages, attorneys' fees or any other remedy unless the consenting party refuses to comply with a court order or judgment requiring it to grant its consent).

30.5 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

30.6 Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.

30.7

30.8 If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

30.9

30.10 The laws of the **State of Alabama** shall govern the interpretation, validity, performance and enforcement of this Lease. Except to the extent required otherwise by applicable law, the venue for any court action or other legal proceeding under this Lease shall be **THE COUNTY IN WHICH RENTALS ARE DUE** pursuant to Section 9.2 and Section 1.1(b) of this Lease.

30.11 **WAIVER OF JURY TRIAL.** Landlord and Tenant hereby agree that in any court action or other legal proceeding relating to this Lease, they hereby mutually **WAIVE TRIAL BY JURY** of any or all issues arising in such court action or other legal proceeding. Each party to this Lease acknowledges that this **WAIVER OF JURY TRIAL** is being made voluntarily, knowingly and with full awareness of the legal consequences of this waiver.

30.12 The captions used herein are for convenience only and do not limit or amplify the provisions hereof. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

30.13 The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors-in-interest and legal representatives except as otherwise herein expressly provided.

30.14 This Lease contains the entire agreement between the parties, and no rights are created in favor of either party on account of any condition or event—for example, a future vacancy of space in the Shopping Center or future road repair or construction adjacent to the Shopping Center—other than as specified or expressly contemplated in this Lease. No brochure, rendering, information or correspondence shall be deemed to be a part of this agreement unless specifically incorporated herein by reference. In addition, no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

30.15 **LANDLORD AND TENANT HEREBY ACKNOWLEDGE THAT THEY ARE NOT RELYING UPON ANY BROCHURE, RENDERING, INFORMATION, REPRESENTATION OR PROMISE OF THE OTHER, EXCEPT AS MAY BE EXPRESSLY SET FORTH:**

[PLACE AN "X" OR OTHER MARK DESIGNATING A CHOICE IN THE APPROPRIATE BOX]:

- IN THIS LEASE.
- IN _____ AS WELL AS IN THIS LEASE.

NOTE: IF NO "X" (OR OTHER MARK DESIGNATING A CHOICE) IS PLACED IN EITHER BOX IN THIS SECTION 30.15, THEN THE FIRST BOX WILL BE DEEMED TO HAVE BEEN MARKED.

30.16 This Lease consists of thirty articles and Exhibits "A" through "I". With the exception of Article VII, in the event any provision of an exhibit or other attached page shall be inconsistent with a provision in the body of this Lease, the provision as set forth in the exhibit or other attached page shall be deemed to control.

The submission by Landlord of this instrument to Tenant for examination, negotiation or signature does not constitute an option for, or a representation by Landlord regarding, a prospective lease. This Lease shall be effective if and when (and only if and when) it has been executed by both Landlord and Tenant.

(SIGNATURES TO FOLLOW)

EXECUTED to be effective as of the later of the dates accompanying a signature by Landlord or Tenant below; **provided, however**, that if the later of the dates accompanying a signature by Landlord or Tenant below is different from the date specified as the "Date of This Lease" on the initial page of this Lease (i.e., the page which contains the table of contents), then the date so specified on the initial page of this Lease shall be deemed to be the "Date of This Lease" for all purposes.

LANDLORD:

WALLEEDS, LLC

By: Greg Cervenka
Greg Cervenka, Sole Manager

Date of Signature: 1/29/2020

Taxpayer ID #: 90-0874067

TENANTS:

MOUNTAINVIEW PACKAGE STORE, INC.

By: Virginia Almaati
Virginia Almaati, Owner

Date of Signature: 1/20/2020

Telephone: (347) 433-3802

Email Address: almaati@outlook.com

Physical Address: 259 Davis Dr. Odenville AL

Taxpayer ID #: 079-88-3098 35120

By: Eman Elia
Eman Elia, Owner

Date of Signature: 1/20/2020

Telephone: (347) 551 7235

Email Address: emanelia@mail.ru

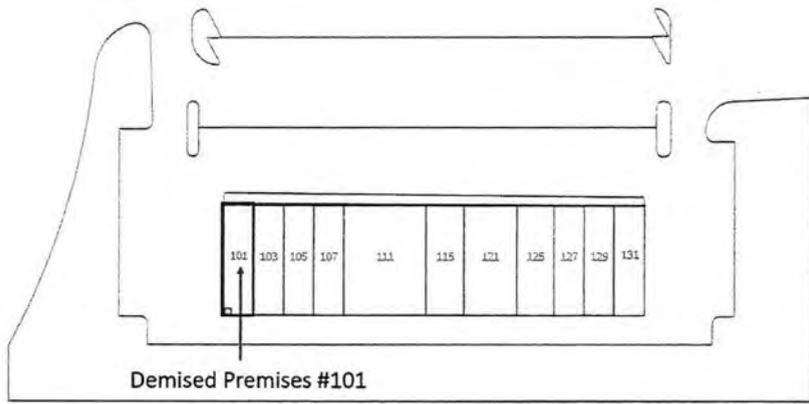
Physical Address: 259 Davis Dr. Odenville AL

Taxpayer ID #: 078-88-5322 35120

EXHIBIT "A"**LEGAL DESCRIPTION OF SHOPPING CENTER**

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 1 EAST, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 607.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 642.91 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WHITFIELD AVENUE SAID POINT ALSO BEING ON A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET AND BEING SUBTENDED BY A CENTRAL ANGLE OF 53° 00' 20", THENCE TO AN ANGLE TO THE RIGHT OF 118° 11' 52" TO CHORD OF SAID CURVE TO THE LEFT AND RUN ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 189.65 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE FROM TANGENT TO SAID CURVE TURN AN ANGLE OF 86° 27' 27" TO THE RIGHT AND RUN IN A EASTERLY DIRECTION A DISTANCE OF 545.00 FEET; THENCE TURN AN ANGLE OF 88° 05' 22" TO THE RIGHT AND RUN IN A SOUTHERLY DIRECTION A DISTANCE OF 179.02 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.25 ACRES MORE OR LESS.

EXHIBIT "B"



A Ema Elia

Ab Virginia

Greg Caraka

EXHIBIT "C"

Leeds Village

8525 Whitefield Ave, Leeds, AL 35094

19,530 Square Feet

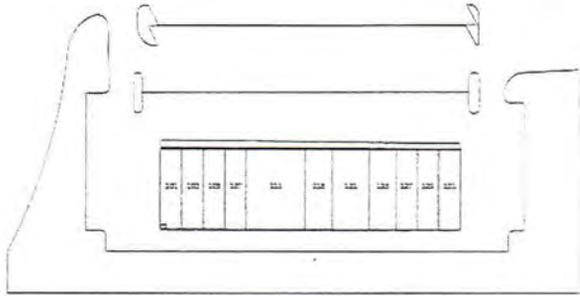


EXHIBIT "D"

CONSTRUCTION: ALLOWANCE TO TENANT FOR FINISH-OUT

ARTICLE I

GENERAL

A. Subject to the provisions below Landlord agrees that it will proceed to construct (or, to the extent already partially constructed, will complete) a store unit upon the Demised Premises in substantial compliance with the description of Landlord's Work in Article III below. The Demised Premises shall be deemed "turned over to Tenant for finish out" (as that term is used in Section 1.1(k) of this Lease) when Landlord's Work has been substantially completed, except for minor finishing jobs; provided however, that if Landlord's Work is delayed because of a default or failure of both of Tenant, then the Demised Premises shall also be deemed "turned over to Tenant for finish out" when Landlord's Work would have been substantially completed if Tenant's default or failure or both had not occurred. When the Demised Premises is "turned over to Tenant for finish out" (which, unless Tenant objects and Landlord's architect or general contractor fails to certify to the date selected by Landlord, shall be the date Landlord delivers to Tenant a written or verbal statement to the effect that the Demised Premises is ready for occupancy), Tenant agrees to accept possession thereof and to proceed with due diligence to perform Tenant's Work as described in Article IV below, and to open for business at the Demised Premises promptly thereafter. Tenant agrees that at the request of Landlord, Tenant will, following the Commencement Date, execute and deliver a written statement acknowledging that Tenant has accepted possession and reciting the exact Commencement Date and termination date of this Lease. In the event that the Commencement Date shall not have in fact occurred within two years after the date of this Lease, this Lease thereupon shall be automatically null and void and of no force and effect; provided, however, that such termination will not nullify either party's cause of action against the other party if the failure resulted from a default by the other party.

The Turnover date is the date of execution.

B. In the event of any dispute as to work performed or required to be performed by Landlord or Tenant, the certificate of Landlord's architect or general contractor shall be conclusive. By occupying the Demised Premises, Tenant shall be deemed to have accepted the same and to have acknowledged that the same fully comply with Landlord's covenants and obligations under this Lease. Occupancy of the Demised Premises by Tenant prior to the Commencement Date shall be subject to all of the terms and provisions of this Lease excepting only those requiring the payment of rent.

C. If Landlord should for any reason fail to complete such work prior to the estimated date set out in Section 1.1(k) of this Lease, Landlord shall not be deemed to be in default or otherwise liable in damages to Tenant nor shall the term of this Lease be affected. However, if for any reason the Demised Premises are not ready for occupancy within eighteen (18) months following such estimated date, Tenant may, at its option, cancel and terminate this Lease by written notice to Landlord delivered within thirty (30) days following the expiration of such eighteen-month period, in which event neither party shall have any other liabilities or obligations except that Landlord shall repay to Tenant any prepaid rent or security deposit.

D. If the building in which the Demised Premises is to be located has not been constructed as of the date of this Lease, then Landlord shall not be obligated to proceed with construction on the Demised Premises unless and until financing acceptable to Landlord has been obtained. Unless commitments for such financing satisfactory to Landlord have been obtained and all conditions to such commitments (other than the construction itself) shall have been fulfilled within twelve (12) months following the date of this Lease, Landlord may so notify Tenant in writing within thirty (30) days following the expiration of such twelve-month period and this Lease shall thereupon cease and terminate and each of the parties hereto shall be released and discharged from any and all liability and responsibility hereunder. If Landlord can obtain financing only upon the basis of modification of the terms and provisions of this Lease, Landlord shall have the right to cancel this Lease if Tenant refuses to approve in writing any such modification within fifteen (15) days after Landlord's request.

E. If as of the date of execution of this Lease the building in which the Demised Premises is to be located has not been constructed, or if the building has been constructed but has not been occupied by any tenants, then Tenant agrees to participate in a joint opening of the Shopping Center if requested to do so by Landlord.

ARTICLE I

PRE-CONSTRUCTION OBLIGATIONS

A. All plans, diagrams, schedules, specifications and other data relating to Tenant's Work and Tenant's preferences in connection with Tenant's Work must be furnished by Tenant to Landlord complete, sufficient to comply with all applicable laws and to obtain a building permit, and ready for Landlord's consideration and final approval, within thirty (30) days after execution of this Lease, (or at such other time as may be specified in this exhibit). Without limiting the generality of the immediately preceding sentence, Tenant's submissions must (a) comply with the requirements of any interior design specifications which may be attached hereto as Exhibit B-1 and (b) include a site plan, a floor plan, a reflected ceiling plan, a plumbing, electrical and HVAC design plan, elevations of walls and a fixture plan. All drawings shall be at scale of either 1/8" or 1/4". Tenant shall reimburse Landlord for any loss or extra cost which may result to Landlord by reason of failure on the part of Tenant to submit any such plans, diagrams, schedules, specifications and/or other data within said period of time.

B. Tenant shall secure Landlord's written approval of all designs, plans, specifications, materials, contractors and contracts for work to be performed by Tenant before beginning the work (including following whatever work letter instructions, if any, which Landlord may deliver to Tenant in connection with the work), and shall secure all necessary

licenses and permits to be used in performing the work. Tenant's finished work shall be in accordance with all such approved items, as well as any other specifications provided by Landlord, and shall be subject to Landlord's approval and acceptance; and all such requirements shall be conditions to any reimbursement hereinafter provided. If required by the applicable municipality, Tenant shall, at Tenant's expense, obtain an asbestos survey of the Demised Premises from a person or company which is properly licensed to prepare such a survey. Tenant shall provide a copy of the asbestos survey to Landlord within ten (10) days following the completion of the survey.

C. Should Tenant request and Landlord approve any variation in the store front and/or interior finishing of the Demised Premises, and if such items are a part of Landlord's Work as described below, the variation shall be incorporated in the plans to be furnished by Tenant. In such event, Landlord shall reimburse Tenant for that part of the cost thereof equal to Landlord's determination of its savings for those parts of Landlord's Work described below. The amount of the reimbursement shall be determined by Landlord at the time of its approval of designs, plans, specifications and contracts, and shall be incorporated within the approval.

D. The insurance requirements under Article 16 of this Lease and the waiver requirements under Article 16I of this Lease shall apply during the construction contemplated in this exhibit, and Tenant shall provide evidence of appropriate insurance coverage (including, unless waived by Landlord, what is commonly referred to as "builder's all-risk" insurance) prior to beginning any of Tenant's Work. Tenant shall also provide Landlord with evidence of insurance covering both Tenant and Tenant's contractor against damage to their personal property, as well as against third-party liability and worker's compensation claims arising out of all construction and associated activities. All policies of insurance shall be subject to Landlord's prior approval and shall be endorsed showing Landlord and Landlord's property manager as additional named insured (or if permitted by Landlord, may provide a waiver of subrogation against Landlord and Landlord's property manager).

ARTICLE II

DESCRIPTION OF LANDLORD'S WORK

A. Space delivered in "AS IS" condition except for items set forth in Article III, Section C.

B. All work undertaken by Tenant (i) shall be at Tenant's expense, (ii) shall not damage the building or any part thereof, and (iii) shall be completed in a manner which does not disturb other tenants in the Shopping Center. Any roof penetration shall be performed by Landlord's roofer or, at Landlord's option, by a bonded roofer approved in advance by Landlord. The work shall be begun only after Landlord has given consent, which consent shall be conditioned upon Tenant's plans, to include materials acceptable to Landlord, in order to prevent injury to the roof and spread the weight of the equipment being installed. Tenant shall also be responsible for obtaining, and paying for, professional inspections of any structural work (including, without limitation, any roof work or concrete work).

Tenant shall have the right to select the architect, if applicable, and the contractor for interior construction, with Landlord's consent, which shall not be unreasonably withheld. Tenant's contractor will not be required to obtain performance and payment bonds.

C. None

EXHIBIT "E"**ADDITIONAL PROVISIONS****(1) HVAC MAINTENANCE:**

Landlord and Tenant agree that Tenant shall maintain and repair the HVAC system designated for the Lease Premises. The Tenant's cost to maintain and repair the system will be limited to \$1,000.00 per occurrence. The amount exceeding \$1,000.00 per occurrence will be absorbed by the Landlord.

Landlord shall maintain a preventative maintenance service contract for the HVAC equipment servicing the Premises. The associated cost for the service contract and associated repairs will be the Tenant's responsibility.

(2) CONTINGENCIES:

This Lease is contingent upon the Tenant obtaining the appropriate license for a package store in the State of Alabama, within ninety (90) days from the Lease Commencement Date ("Contingency Period). The Contingency Period cannot be extended beyond the 90-day period.

In the event that Tenant does not obtain the appropriate licenses within the Contingency Period, this Lease shall become null and void, provided that Tenant sends written evidence of denial from the State to the Landlord, within a ten (10) day period. Tenant may receive a refund for the Security Deposit, in full, at Landlord's discretion.

In the event that Tenant receives the necessary licensing prior to the end of the Contingency Period, the Rent Commencement Date shall be adjusted accordingly.

(3) SALES REPORTS:

Article 5.1 of the Lease shall be modified to allow Tenant to provide Sales Reports on a calendar quarterly basis.

EXHIBIT "E"

GUARANTY

In order to induce ("Landlord") to execute the foregoing Shopping Center Lease (the "Lease") with **MOUNTAINVIEW PACKAGE STORE, INC.** (Tenant"), for a certain Demised Premises in the Shopping Center located at **Leeds, Alabama**, the undersigned (whether one or more than one) has guaranteed, and by this instrument does hereby guarantee, the payment and performance of all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if the undersigned has executed the Lease as Tenant hereunder.

The undersigned hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease, and waives diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

The undersigned further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord or agreed upon by Landlord and Tenant, and shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Tenant or its estate in bankruptcy, or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the federal Bankruptcy Act, or any similar law or statute of the United States or any state thereof. Landlord and Tenant, without notice to or consent by the undersigned, may at any time or times enter into such extensions, renewals, amendments, assignments, subleases, or other covenants with respect to the Lease as they may deem appropriate, and the undersigned shall not be released thereby, but shall continue to be fully liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease as so extended, renewed, amended, assigned or otherwise modified.

It is understood that other agreements similar to this Guaranty may, at Landlord's sole option and discretion, be executed by other persons with respect to the Lease. This guaranty shall be cumulative of any such agreements and the liabilities and obligations of the undersigned hereunder shall in no event be affected or diminished by reason of such other agreements. Moreover, in the event Landlord obtains another signature of more than one guarantor on this page or by obtaining additional guarantee agreements, or both, the undersigned agrees that Landlord, in Landlord's sole discretion, may (i) bring suit against all guarantors of the Lease jointly and severally or against any one or more of them, (ii) compound or settle with any one or more of the guarantors for such consideration as Landlord may deem proper, and (iii) release one or more of the guarantors from liability. The undersigned further agrees that no such action shall impair the rights of Landlord to enforce the Lease against any remaining guarantor or guarantors, including the undersigned.

If the party executing this Guaranty is a corporation, then the undersigned officer personally represents and warrants that the Board of Directors of such corporation, in a duly held meeting, has determined that this guaranty may reasonably be expected to benefit the corporation.

The undersigned agrees that if Landlord shall employ an attorney to present, enforce or defend all of Landlord's rights or remedies hereunder, the undersigned shall pay any reasonable attorney's fees incurred by Landlord in such connection.

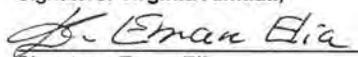
This agreement shall be binding upon the undersigned and the successors, heirs, executors and administrators of the undersigned, and shall inure to the benefit of Landlord and Landlord's heirs, executors, administrators and assigns.

EXECUTED this 20th day of January, 2010 to be effective the same day as the effective date of the Lease.

GUARANTOR(S):

Virginia Almaati and Eman Elia
Name of Guarantors


Signature: **Virginia Almaati,**


Signature: **Eman Elia**

259 Davis Dr Odenville AL 35120
Address (printed)

Two Individuals
Type of Guarantor (e.g., individual, corporation, trust) *

074-88-3098
Taxpayer Identification No.

EXHIBIT "G"

Sign Criteria

The purpose of this document is to outline the criteria which have been established governing the design, fabrication and installation of Lessee Signs. These criteria helps protect you, the Lessee, from purchasing a sign which does not meet good standards of material and workmanship. It also will assure the Lessor of an attractive shopping center unmarred by poorly designed, badly proportioned signs.

Subject to the code of the local municipality, the basic criteria governing signs are as follows:

1. Lessee shall have all signage approved by Lessor before manufacturing begins, by providing two copies of scaled drawings to the Landlord's address. Lessee will be responsible for any additional costs (removal, wall repairs, painting, patching, modification, refabrication, etc.) if signage has not been approved.
2. All signs shall be in the form of individual channel letters. Interior illuminated box type signs or Panels with painted or cut out letters will not be permitted. Modules below channel letters are Lessors discretion.
3. The maximum vertical height for letters and the length of sign shall not exceed 75 percent of the lease frontage. (For example, a 20 ft frontage lease can have a maximum sign length of 15 ft, a 40 ft frontage – a 30 foot sign, etc.)
Size of signage on side and rear walls will be dictated by landlord on a case by case basis. In no event shall tenant's signage extend beyond tenant's demised premises.
4. The letters must be 5" deep constructed of .063 Aluminum backs with a minimum .050 Aluminum sidewalls. (No armor ply-backing will be allowed). Letter depth to be painted black.
5. Faces will be 3/16" thick Rohm Haas acrylic and attached to aluminum cans with 1" Jewelite trimcap.
6. Letters will be attached to a 6 1/2" x 6 1/2" continuous aluminum raceway. This raceway will be mounted to the storefront. The color of the raceway must match the façade. Contact the Landlord for the color prior to fabrication. No alternatives will be accepted. The raceway shall have an exterior disconnect switch.
7. Letters will be illuminated with tubular or LED lighting. 13mm or 15mm glass thickness. The color of lighting will vary depending on face color. (For example, 7328 white faces – 6500 white lighting, 2051 blue faces – horizon blue lighting, 2793 red faces – clear red neon lighting) All lighting will be powered by 30ma 12,000 volts or less transformers. Rows of lighting will depend on stroke of letter thickness. No exposed neon permitted. Any neon placed in windows requires prior written approval by Landlord.
8. Signage shall have all applicable permits and abide by all city codes and should be wired per UL standards. Tenant will provide Landlord with a copy of the signage permit(s).
9. Electrical requirements for sign will be a separate 120v 20 amp circuit with time clock or photo cell, this is Lessee's responsibility.
10. All other signage (monument, canopy, exterior banners, yard signs, etc.) is prohibited, unless prior written approval by Landlord has been granted.
11. Tenant shall be allowed to place 'Coming Soon' banners up to 30 days prior to opening and 'Grand Opening' banners and 'feather flags', for 30 days after opening, along the shopping center roadway frontage.
12. The installation of Tenant's corporate standard signage on all exposed sides of the Leased Premises must be approved by Landlord in advance.
13. All expenses associated with fabrication and installation of signage shall be at Tenant's sole expense.

EXHIBIT "H"

COMMENCEMENT OF TERM AGREEMENT

(To be completed upon move-in)

MOUNTAINVIEW PACKAGE STORE, INC. (Tenant) and WALLEEDS, LLC ("Landlord") entered into a Lease Agreement on the ___ day of _____, 2019 for Suite 101 in the following described Shopping Center:

LEEDS VILLAGE SHOPPING CENTER
8525 WHITFIELD - SUITE 101
LEEDS, ALABAMA 35094

Lease Commencement Date:

Delivery Date:

Rent Commencement Date:

Term of the Lease:

LANDLORD:

WALLEEDS, LLC.

By:

Gregory M. Cervenka, Sole Manager

TENANT:

MOUNTAINVIEW PACKAGE STORE, INC.

By: 
Virginia Almaati, Owner

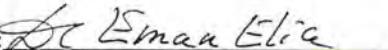
By: 
Eman Elia, Owner

EXHIBIT "I"
TENANT'S SIGNAGE

Please provide

APPLICANT

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

FBI LEAVE BLANK

FD-258 (Rev. 11-10-2016)

117

ABU AL MAATI, VIRGINIA

SIGNATURE OF APPLICANT (FINGERPRINTED)

X *Abu Al Maati*

ALIAS/ AKA

ALAST0000

BU OF INVEST (ABI)

MONTGOMERY, AL

DATE OF BIRTH: 09/18/1993

DATE: 01/22/2020

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: MWATSON

M. Watson

CITIZENSHIP: US

SEX: F, RACE: W, HGT: 509, WGT: 215, EYES: BRO, HAIR: BLK

PLACE OF BIRTH: EY, POB: EY

EMPLOYER AND ADDRESS

YOUR ID: DCA

FBI NO: FBI

ARMED/POWERS NO: MNU

SOCIAL SECURITY NO: SOC

079883098

MISCELLANEOUS NO: MNU

LEAVE BLANK

STATE ONLY



R THUMB

R INDEX

R MIDDLE

R RING

R LITTLE

L THUMB

L INDEX

L MIDDLE

L RING

L LITTLE

LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY

L THUMB

R THUMB

RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY

FEDERAL BUREAU OF INVESTIGATION
 UNITED STATES DEPARTMENT OF JUSTICE
 CJIS DIVISION/CLARKSBURG, WV 26306

APPLICANT

1. LOOP



CENTER
OF LOOP

DELTA

THE LINES BETWEEN CENTER OF
LOOP AND DELTA MUST SHOW

2. WHORL



DELTA

THESE LINES RUNNING BETWEEN
DELTA MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

THIS CARD FOR USE BY:

1. LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS.*
2. OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES, LOCAL AND COUNTY ORDINANCES, UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.**
3. U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.**
4. OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS.

Please review this helpful information to aid in the successful processing of hard copy criminal and civil fingerprint submissions in order to prevent delays or rejections. Hard copy fingerprint submissions must meet specific criteria for processing by the Federal Bureau of Investigation.

Ensure all information is typed or legibly printed using blue or black ink.

Complete all required fields. (If a required field is left blank, the fingerprint card may be immediately rejected without further processing.)

* The required fields for hard copy fingerprint cards are: originating agency identifier number - date of birth - place of birth - name - sex - fingerprint impressions - any applicable state stamp - Other (race, height, weight, eye color, hair color)

** criminal fingerprint cards also require an arrest charge and date of arrest.

** civil fingerprint cards also require a reason fingerprinted and date fingerprinted.

Do not use highlighters on fingerprint cards.

Do not enter data or labels within 'Leave Blank' areas.

Ensure the 'Reply Desired' field is checked when applicable (criminal only).

Ensure fingerprint impressions are rolled completely from nail to nail.

Ensure fingerprint impressions are in the correct sequence.

Ensure notations are made for any missing fingerprint impression (i.e. amputation).

Do not use more than two retakes per fingerprint impression block.

Ensure no stray marks are within the fingerprint impression blocks.

Training aids can be ordered online via the Internet by accessing the FBI's website at: fbi.gov, click on 'Fingerprints', then click on 'Ordering Fingerprint Cards & Training Aids'. Direct questions to the Identification and Investigative Services Section's Customer Service Group at (304) 625-5590 or by e-mail at liaison@leo.gov.

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

INSTRUCTIONS:

- * 1. PRINTS MUST GENERALLY BE CHECKED THROUGH THE APPROPRIATE STATE IDENTIFICATION BUREAU, AND ONLY THOSE FINGERPRINTS FOR WHICH NO DISQUALIFYING RECORD HAS BEEN FOUND LOCALLY SHOULD BE SUBMITTED FOR FBI SEARCH.
 2. IDENTITY OF PRIVATE CONTRACTORS SHOULD BE SHOWN IN SPACE 'EMPLOYER AND ADDRESS'. THE CONTRIBUTOR IS THE NAME OF THE AGENCY SUBMITTING THE FINGERPRINT CARD TO THE FBI.
 3. FBI NUMBER, IF KNOWN, SHOULD ALWAYS BE FURNISHED IN THE APPROPRIATE SPACE.
- ** MISCELLANEOUS NO. - RECORD - OTHER ARMED FORCES NO. - PASSPORT NO. (FP) - ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS) - VETERANS' ADMINISTRATION CLAIM NO. (VA)

APPLICANT

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

FBI LEAVE BLANK

119

LAST NAME: NAM FIRST NAME: MIDDLE NAME:

ELIA, EMAN

ALIASES: AKA

ALAST0000

BU OF INVEST (ABI)
MONTGOMERY, AL

DATE OF BIRTH: 03/16/1962
DOB: 03/16/1962

RESIDENCE OF PERSON FINGERPRINTED

259 DAVIS DR, ODENVILLE, AL, 35120

CITIZENSHIP: CTZ
US

SEX: F RACE: W HT: 509 WT: 260 EYES: GRN HAIR: BLK

PLACE OF BIRTH: RA POB: RA

DATE: 01/22/2020 SIGNATURE: LPOSEY

EMPLOYER AND ADDRESS

LPOSEY

YOUR ID: OCA

FBI ID: FBI

ARMED FORCES NO: MNU

SOCIAL SECURITY NO: SOC
078885322

MISCELLANEOUS NO: MNU

LEAVE BLANK

REASON FINGERPRINTED

STATE ONLY



LEFT FINGERPRINTS TAKEN IN ALTERNATE POSITION

LEFT THUMB

LEFT RING

RIGHT THUMB, RIGHT INDEX, RIGHT MIDDLE, RIGHT RING, RIGHT LITTLE

FEDERAL BUREAU OF INVESTIGATION
 UNITED STATES DEPARTMENT OF JUSTICE
 CJIS DIVISION/CLARKSBURG, WV 26306

APPLICANT

1. LOOP

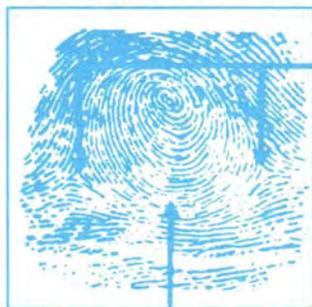


CENTER
OF LOOP

DELTA

THE LINES BETWEEN CENTER OF
LOOP AND DELTA MUST SHOW

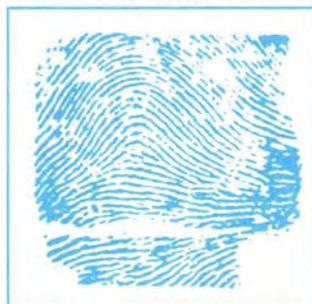
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THESE LINES RUNNING BETWEEN
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Complete all required fields. (If a required field is left blank, the fingerprint card may be immediately rejected without further processing.)

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ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

GOVERNOR
HAL TAYLOR
SECRETARY

October 28, 2020

Dear Ms. ELIA, EMAN

The ALEA Records and Identification Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Records and Identification Unit at 334-353-4340 if we may be of further assistance in this matter.

Sincerely,

W. Avery Morris, CLEE
Special Agent/Division Chief
Criminal Justice Services Division
Alabama State Bureau of Investigation

122

XXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:1402016903

NAME:ELIA,EMAN

SOC: [REDACTED]

ABI RESULT:IDENT

SID: [REDACTED]

TCN: [REDACTED]

SID: [REDACTED]

10-28-2020 13:25 ALLEA0049

*ATN/TCN1402016903

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID [REDACTED] *

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 10-28-2020 *

*NAME STATE ID NO. FBI ID NO. *

*ELIA,EMAN [REDACTED] *

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *

*F W 03-16-1962 509 260 GRN BLK RA *

*SOCIAL SECURITY SCARS-MARKS-TATTOOS *

[REDACTED] *

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *

* * *

*LAST PAGE ON SID AL03068705 *

SEQ # 1220 MRI # 32449650

**CERTIFIED COPY
OF
ALEA DOCUMENT**



ALABAMA LAW ENFORCEMENT AGENCY

RECORDS AND IDENTIFICATION DIVISION

301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

October 28, 2020

Dear Ms. ALMAATI, VIRGINIA

The ALEA Records and Identification Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Records and Identification Unit at 334-353-4340 if we maybe be of further assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Avery Morris".

W. Avery Morris, CLEE
Special Agent/Division Chief
Criminal Justice Services Division
Alabama State Bureau of Investigation

XXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

NAME:ALMAATI,VIRGINIA

SOC

ABI RESULT:IDENT

SID:

TCN:1402016905

SID:AL03068707

10-28-2020 13:22 ALLEA0049

*ATN/TCN

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID

*.CIVIL APPLICANT RESPONSE- REPORT DATE: 10-28-2020 *

*NAME STATE ID NO. FBI ID NO. *

*ABU-AL-MAATI,VIRGINIA

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *

*F W 09-18-1993 508 215 BRO BLK EY *

*SOCIAL SECURITY SCARS-MARKS-TATTOOS *

*ALIAS NAMES *

* ALMAATI,VIRGINIA *

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *

*LAST PAGE ON SID AL03068707 *

SEQ # 1210 MRI # 32448888

**CERTIFIED COPY
OF
ALEA DOCUMENT**

File Attachments for Item:

3. B20-000003: Request for an Alcoholic Beverage License to Buc-ee's Alabama II, LLC, trade name Buc-ee's #43 at 6900 Buc-ee's Boulevard



ABC Licensing & Compliance Division

Pre-Application

This Pre-Application packet must be completed in full prior to scheduling an appointment.

In this packet is a list of documents that are REQUIRED to obtain an ABC Alcohol or Tobacco and/or Alternative Nicotine Product/Electronic Nicotine Delivery System License. Once you gather ALL documents listed on the checklist and complete this Pre-Application entirely, you will need to scan and email the packet to your local ABC Licensing and Compliance Division office for review. Once it is reviewed, you will be notified of any corrections that need to be made. If no corrections are necessary, an appointment will be scheduled with you to create your official ABC License Application. The local ABC Division office works with applicants **BY APPOINTMENT ONLY**. It is imperative that you arrive to your scheduled appointment on time.

Please use the attached checklist (Form LCD-2) to assist you in gathering the necessary documents for your application. If you have any questions, please contact your local ABC Division office.

- Applicant Name: Buc-ee's Alabama II, LLC
(Individual or legal entity responsible for this license; (i.e. sole proprietor, Corporation, Association, LLC, Partnership, LLP)
- Doing Business As/Trade Name: Buc-ee's #43
- Location Address: 6900 Buc-ee's Blvd. Leeds Jefferson 35094
Street Address (Include Suite/Unit/Building Number) City County Zip Code
- Type of Business: Convenience Store Grocery Package Store Restaurant Lounge/Private Club Hotel/Motel
Tobacco Store Department Store Other: _____
- If not a sole proprietor or partnership, is the applying entity a publicly traded company or a 501(c) organization ?
- Governing Jurisdiction: Leeds
(Where business is physically located – City or County Limits) If business is located in the County, approx. distance from city limit: _____
- Police Jurisdiction: Leeds Police Dept.
(Where business is physically located – City or County Limits)
- Type of Ownership: LLC
(Individual, Partnership, LLP, LLC, Corporation, Association)
- State Incorporated: Delaware 11. Date Incorporated: 6/29/2018
- County Incorporated: _____ 13. Date of Authority to do Business in AL: 7/13/2018
- Book, Page, Document Number: 523-839 15. Alabama State Sales Tax ID number: R010808338
- Federal Tax ID number: 83-1397413
- Mailing Address: 327 FM 2004 Lake Jackson Brazoria, TX 77566
Street Address (Include Suite/Unit/Building Number) City County Zip Code
 Check here if same as location address listed in 3.) above
- Business Web Address (if applicable) : www.buc-ees.com

Contact Information: The contact listed below should be the individual the local ABC Division office will contact regarding this application for any corrections and/or questions that arise throughout the application process, as well as for any future communication with the licensed business. **Please Note: It is extremely important to notify the ABC Board of any changes to the licensee's contact information for renewal purposes**

- Contact Name: Kelly Botkin Contact Relationship to Applicant: Power of Attorney
(i.e. Owner, Power of Attorney, etc.)
- Contact Home Number: (979) 236-3669 Contact Cell Phone: [REDACTED]
- Contact Business Number: (979) 230-2069 Contact Fax Number: [REDACTED]
- Contact Email Address: _____

Individual or Officer Information: The following information is required for each and every person with proprietary or profit interest. If the applicant is a corporation, Limited Liability Company, etc., please list every member/officer along with the information listed below. This does not apply to publicly traded corporations, but we will still require a list of members/officers of publicly traded companies.

Full Name: Arch Hartwell Aplin, III
First Middle Last

Title: President; owner of ultim Driver's License Number/State: [redacted] Expiration [redacted]

Date of Birth [redacted] Place of Birth: [redacted]

I am a: United States Citizen Legal Resident of the United States

Social Security Number: [redacted] Home Phone Number: [redacted] Cell Phone Number: [redacted]

Residence Address: [redacted] [redacted] [redacted] [redacted]
Street Address (Include Suite/Unit/Building Number) City County Zip Code

Have you ever legally changed your name? Yes No

Have you ever legally changed your social security number? Yes No

Please list all known Aliases and Nicknames: Beaver

Full Name: Joseph Richard O'Leary
First Middle Last

Title: Vice President Driver's License Number/State: [redacted] Expiration Date: [redacted]

Date of Birth [redacted] Place of Birth: Port Jefferson, New York

I am a: United States Citizen Legal Resident of the United States

Social Security Number: [redacted] Home Phone Number: [redacted] Cell Phone Number: [redacted]

Residence Address: [redacted] [redacted] [redacted] [redacted]
Street Address (Include Suite/Unit/Building Number) City County Zip Code

Have you ever legally changed your name? Yes No

Have you ever legally changed your social security number? Yes No

Please list all known Aliases and Nicknames: Joe

Full Name: Donald Eugene Wasek
First Middle Last

Title: Owner of ultimate parent Driver's License Number/State: [redacted] Expiration Date: [redacted]

Date of Birth [redacted] Place of Birth: [redacted]

I am a: United States Citizen Legal Resident of the United States

Social Security Number: [redacted] Home Phone Number: [redacted] Cell Phone Number: [redacted]

Residence Address: [redacted] [redacted] [redacted] [redacted]
Street Address (Include Suite/Unit/Building Number) City County Zip Code

Have you ever legally changed your name? Yes No

Have you ever legally changed your social security number? Yes No

Please list all known Aliases and Nicknames: Don

****Additional officers/members must be listed on a separate sheet**

21. Does the applicant own the property? Yes No
22. Name of Property Owner/Lessor: _____
23. Property Owner/Lessor Phone Number: _____
24. What is lessor's primary business? _____
25. Is lessor involved in any way with the alcoholic beverage business? Yes No
If yes, please explain in detail: _____
26. Is there any further interest, or connection with, the licensee's business by the lessor? Yes No
If yes, please explain in detail: _____
27. Will you be: Selling Retail Manufacturing/Importing Selling Wholesale
28. Which of the following do you plan to sell? Wine Beer Spirits Tobacco Products and/or Alternative Nicotine Products/Electronic Nicotine Delivery Systems
29. If you selected "Tobacco Products and/or Alternative Nicotine Products/Electronic Nicotine Delivery Systems" above, which product type(s) do you plan to sell:
(1) Tobacco Products (2) Alternative Nicotine Products and/or Electronic Nicotine Delivery Systems or (3) All of the above
30. If you plan to sell Alternative Nicotine Products and/or Electronic Nicotine Delivery Systems, is your location **more than 1,000 ft from the following**: A public or private K-12 school; A licensed child-care facility or preschool; A church; A public library; A public playground; A public park; A youth center or other space used primarily for youth oriented activities? Yes No
If no, please explain in detail: _____
31. Will you sell: On-Premises Off-Premises On and Off-Premises
32. Will the business be operated primarily as a package store? Yes No
33. Display square footage: ~10,000 35. Building dimensions square footage: 53,254
36. License Structure: Single Structure Shopping Center Single Level Multiple Levels
37. License Covers: Entire Structure Top Floor Bottom Floor or Other:
If other, please explain in detail: _____
38. Is the physical structure of your business completed (pertaining to remodeling, new structures, etc.)? Yes No
If no, please explain in detail: physical building constructed; prep. for opening underway
39. Has applicant complied with Financial Responsibility ABC Rules and Regulations 20-X-5-.14 regarding Liquor Liability? Yes No Liquor Liability Expiration Date: 03/31/2021
40. How will you be funding the business? (i.e. loan, individual, business, other?): Loan
41. Does ABC have any pending actions against you or any member of the applying entity? Yes No
If yes, please explain in detail: _____
42. If a transfer, does ABC have any pending violations against the current licensee? Yes No
If yes, please explain in detail: _____
43. Has anyone, including the manager or applicant, had a Federal/State permit or license suspended or revoked? Yes No
If yes, please explain in detail: _____

44. Are the applicant(s) named above the only person(s) interested in the business sought to be licensed (i.e. silent partner)? Yes No
45. Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment? Yes No
 If yes, please explain in detail: Buc-ee's #42; 20403 County Road 68, Robertsdale, AL 36567
46. Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under the authority of this act? For example, applicant is applying for a retail beer license but also owns a property that is a licensed premises to manufacture beer. Yes No
 If yes, please provide business name and license number: _____
47. Is the applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof, from or through a subsidiary or affiliate or any other licensee, or from any firm, association, or corporation operating under or regulated by the authority of this act? For example, applicant is applying for a restaurant license and borrowed money to open their business from the owner of a distillery. Yes No
 If yes, please provide business name and license number: _____
48. Has any person(s) with any interest, whether as applicant, officer, member or partner been charged (whether convicted or not) with any law violation(s) – Include DUIs, but can exclude minor traffic offenses: Yes No

If yes, please explain below:

Name	Violation & Date	Arresting Agency	Disposition
Arch Hartwell Aplin, III	DWI; 5/20/2005	Texas Highway Patrol	Reduced to reckless driving and fines were paid.

List any additional violation history on a separate sheet

If the premise is to be used for ON-PREMISE SERVICE AND CONSUMPTION, you must answer the following additional questions:

49. Have the requirements of Rules and Regulations 20-X-6-.02 (6) and (7) been met? Yes No
50. Service and Consumption area square footage (must be at least 500 sq. ft.): _____
51. Seating capacity in Consumption area (must be enough seating for a minimum of 16): _____
52. Does the proposed licensed premise contain a fully operational kitchen including a stove, refrigerator, and sink? Yes No
53. Is the business used to habitually and principally provide food to the public? Yes No
54. Does the proposed licensed premise have a functioning sink or sanitizing area for dishes? Yes No
55. Does the proposed licensed premise have functioning restroom facilities? Yes No
56. Does the proposed license premise include a patio area? Yes No
 If you selected yes, is the patio area visible from a church or school? Yes No

SPECIAL EVENTS LICENSE APPLICANTS ONLY (TEMPORARY LICENSE)57. Will the event be 7 days or less? Yes No 58. Will the event be more than 7 days, but less than 30 days? Yes No

59. Event Start Date: _____ Event End Date: _____

60. Description of Special Event Location: _____
(Tent, City Park, Parking Lot, etc.): _____61. Type of alcoholic beverages to be sold (Beer, Wine, and/or Liquor):
_____62. Other Restrictions to Apply:
_____**(031) or (032) CLUB LIQUOR RETAIL LICENSE ONLY**60. 031 – Non-Profit Private Club: Do you have a minimum of 150 members? Yes No 61. 032 – Private Club: Do you have a minimum of 100 members? Yes No 62. Have you met all requirements as outlined in 20-X-5-.03? Yes No (See www.alabcboard.gov under the Legal heading)**IMPORTANT FACTS ABOUT AN ABC LICENSE**

- The Alabama ABC License must be on the premise before you can order from a distributor or sell alcoholic beverages.
- Alabama ABC licensees are location specific and cannot be moved to any other location without completing a location transfer.
- Your local ABC office must be notified, in writing, of any changes in ownership with-in twenty days. NO EXCEPTIONS.
- No alcoholic beverages are allowed on the premises except that which is purchased by the ABC licensee and approved for sale within this state.
- Alabama ABC Licenses operate on a fiscal year and expire annually on September 30th. The license Renewal Period is from June 1st through July 31st of each year. The State of Alabama does NOT pro-rate the license fee.
- ABC licenses will be renewed online annually and printed by the licensee.
- All ABC Licensees are required to provide a valid e-mail address in order to receive their renewal notice and other important announcements.
- Any and ALL areas of an ABC licensed/permitted location is subject to inspection for compliance during their regular business hours by any Alabama ABC License Inspectors, any Law Enforcement Agency, and any other appointed agents of the Board.
- Any ABC Licensed location is enforced according to and must abide by state laws set forth by Code of Alabama 1975, Title 28, and ABC Rules and Regulations. Both can be found on our website, www.alabcboard.gov.

File Attachments for Item:

4. R20-002476 - PUBLIC NUISANCE - 7310 PARKWAY DR

PUBLIC

NUSIANCE

7310 PARKWAY DR

2500202001042000

CITY OF LEEDS RESOLUTION 20-002476

RESOLUTION IN DETERMINATION OF CERTAIN CONDITIONS TO BE AN ANNOYANCE AND PUBLIC NUISANCE IN VIOLATION OF CHAPTER 32 OF THE CODE OF ORDINANCES, FOR THE CITY OF LEEDS, AL.

WHEREAS, in accordance with, without limitation, Code of Ordinances for the city of Leeds, Alabama Chapter 32, §11-47-117, and 11-67-60 to 11-67-67 Code of Alabama 1975 (cumulatively referred to as the "Law"), the City Council of the City of Leeds has the authority to determined that certain conditions upon certain properties in the city of Leeds are offensive, produce an annoyance, constitute a threat to the general public health, safety and welfare of the City of Leeds, Alabama and are in fact a public nuisance; and

WHEREAS, employees or agents of the City of Leeds have identified certain conditions to be a nuisance in violation of the law as existing on certain property at 7310 PARKWAY DR LEEDS, AL 35094, Parcel ID: 2500202001042000 which is identified in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, in accordance wit the Law, the City Council of the City of Leeds, after considering the report and the associated notices as presented by staff, may find that the subject conditions identified by the supporting information and documentation related to the subject Property(ies) are a public nuisance and order the immediate abatement of such conditions; and

WHEREAS, the City Council of the City of Leeds may hold a public hearing if requested by the property owner to have the opportunity of being heard and to discusses the conditions as presented; and

WHEREAS, in accordance with the Law, the City of Leeds is to keep an account of the cost of abating or removing the nuisance on any such property when the owner fails to comply with the provided notices; and

WHEREAS, in accordance with the Law, the City Council of the City of Leed desires to make a determination as to whether or not a public nuisance actually exists at the subject Property(ies), based on the information as presented, and potentially order the abatement of any such nuisance(s).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds follows:

1. All of the Recitals above are true and correct and are hereby incorporated herein as if fully set forth
2. The conditions identified by the Notice(s) of the Public Nuisance, in relation to the Property(ies) identified on the report as Attached hereto as Exhibit A including the requisite notices and supporting information as provided to the Property owner and posted at the Property, and all hereby declared to be a public nuisance in the City of Leeds.
3. The identified public nuisance(s) is relation to the subject Property(ies) shall be abated and/or removed by the City, if necessary, with costs assessed to the subject Property.
4. City staff is to create a report of the related costs for abating or removing any remaining nuisance(s) from the Property and to provide such report back to the City Council for approval of the costs related to the same.
5. The provisions of the Resolution are severable. If any part of the Resolution is determined to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this Resolution.
6. The City Budget is amended to fund the deceleration of public Nuisance abatements.

ADOPTED and APPROVED this the 12/14/2020
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

ATTEST:

Toushi Arbitelle,
CITY CLERK

DATE

AYES _____

NAYS _____

ABSENT FROM
VOTING _____

ABSTAIN _____

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on 12/14/2020

Toushi Arbitelle, City Clerk



Document:

Date Taken:11/13/2020

Address:7310 PARKWAY DR

Violation Code:

Short Description:

Full Description:

Corrective Action:

Taken by:Brad Watson

Case Number:20-002476

Sec 32-76-c

Inoperable/Unlicensed Vehicle

It shall be unlawful for any person to park, leave or store upon any lot, place, property, or premises situated within the city an inoperable or unlicensed motor vehicles, recreational vehicles or boats for more than 30 days. Provided that this subsection shall not apply to a properly zoned and licensed business if such parking, leaving or storing of such motor vehicles is a reasonably necessary incident in the operation of said business Inoperable motor vehicle means any motor vehicle which is in such a state of disrepair that it is not capable of being moved safely from one location to another under its own power or which does not meet the requirements for operation upon a public street.



Document:

Date Taken:11/13/2020

Address:7310 PARKWAY DR

Violation Code:

Short Description:

Full Description:

Corrective Action:

Taken by:Brad Watson

Case Number:20-002476

Sec 32-76-c

Inoperable/Unlicensed Vehicle

It shall be unlawful for any person to park, leave or store upon any lot, place, property, or premises situated within the city an inoperable or unlicensed motor vehicles, recreational vehicles or boats for more than 30 days. Provided that this subsection shall not apply to a properly zoned and licensed business if such parking, leaving or storing of such motor vehicles is a reasonably necessary incident in the operation of said business Inoperable motor vehicle means any motor vehicle which is in such a state of disrepair that it is not capable of being moved safely from one location to another under its own power or which does not meet the requirements for operation upon a public street.



Document:

Date Taken:11/13/2020

Address:7310 PARKWAY DR

Violation Code:

Short Description:

Full Description:

Corrective Action:

Taken by:Brad Watson

Case Number:20-002476

Sec 32-76-c

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File Attachments for Item:

5. R20-002372 - PUBLIC NUISANCE - 7114 TRAMWAY CRT

PUBLIC
NUSIANCE
7114 TRAMWAY CT
2500202003018000

CITY OF LEEDS RESOLUTION 20-002372

RESOLUTION IN DETERMINATION OF CERTAIN CONDITIONS TO BE AN ANNOYANCE AND PUBLIC NUISANCE IN VIOLATION OF CHAPTER 32 OF THE CODE OF ORDINANCES, FOR THE CITY OF LEEDS, AL.

WHEREAS, in accordance with, without limitation, Code of Ordinances for the city of Leeds, Alabama Chapter 32, §11-47-117, and 11-67-60 to 11-67-67 Code of Alabama 1975 (cumulatively referred to as the "Law"), the City Council of the City of Leeds has the authority to determined that certain conditions upon certain properties in the city of Leeds are offensive, produce an annoyance, constitute a threat to the general public health, safety and welfare of the City of Leeds, Alabama and are in fact a public nuisance; and

WHEREAS, employees or agents of the City of Leeds have identified certain conditions to be a nuisance in violation of the law as existing on certain property at 7114 TRAMWAY CT LEEDS, AL 35094, Parcel ID: 2500202003018000 which is identified in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, in accordance wit the Law, the City Council of the City of Leeds, after considering the report and the associated notices as presented by staff, may find that the subject conditions identified by the supporting information and documentation related to the subject Property(ies) are a public nuisance and order the immediate abatement of such conditions; and

WHEREAS, the City Council of the City of Leeds may hold a public hearing if requested by the property owner to have the opportunity of being heard and to discusses the conditions as presented; and

WHEREAS, in accordance with the Law, the City of Leeds is to keep an account of the cost of abating or removing the nuisance on any such property when the owner fails to comply with the provided notices; and

WHEREAS, in accordance with the Law, the City Council of the City of Leed desires to make a determination as to whether or not a public nuisance actually exists at the subject Property(ies), based on the information as presented, and potentially order the abatement of any such nuisance(s).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds follows:

1. All of the Recitals above are true and correct and are hereby incorporated herein as if fully set forth
2. The conditions identified by the Notice(s) of the Public Nuisance, in relation to the Property(ies) identified on the report as Attached hereto as Exhibit A including the requisite notices and supporting information as provided to the Property owner and posted at the Property, and all hereby declared to be a public nuisance in the City of Leeds.
3. The identified public nuisance(s) is relation to the subject Property(ies) shall be abated and/or removed by the City, if necessary, with costs assessed to the subject Property.
4. City staff is to create a report of the related costs for abating or removing any remaining nuisance(s) from the Property and to provide such report back to the City Council for approval of the costs related to the same.
5. The provisions of the Resolution are severable. If any part of the Resolution is determined to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this Resolution.
6. The City Budget is amended to fund the deceleration of public Nuisance abatements.

ADOPTED and APPROVED this the 12/14/2020
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

ATTEST:

Toushi Arbitelle,
CITY CLERK

DATE

AYES _____

NAYS _____

ABSENT FROM VOTING _____

ABSTAIN _____

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on 12/14/2020

Toushi Arbitelle, City Clerk



Document: Inoperable Vehicles 1

Date Taken:12/01/2020

Address:7114 TRAMWAY CT

Violation Code:

Short Description:

Full Description:

Corrective Action:

Taken by:Glenn Williams

Case Number:20-002372

Sec 32-76-c

Inoperable/Unlicensed Vehicle

It shall be unlawful for any person to park, leave or store upon any lot, place, property, or premises situated within the city an inoperable or unlicensed motor vehicles, recreational vehicles or boats for more than 30 days. Provided that this subsection shall not apply to a properly zoned and licensed business if such parking, leaving or storing of such motor vehicles is a reasonably necessary incident in the operation of said business Inoperable motor vehicle means any motor vehicle which is in such a state of disrepair that it is not capable of being moved safely from one location to another under its own power or which does not meet the requirements for operation upon a public street.



Document: Inoperable Vehicles 2

Date Taken:12/01/2020

Address:7114 TRAMWAY CT

Violation Code:

Short Description:

Full Description:

Corrective Action:

Taken by:Glenn Williams

Case Number:20-002372

Sec 32-76-c

Inoperable/Unlicensed Vehicle

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Document: Notice and Order to Abate

Date Taken:12/01/2020

Address:7114 TRAMWAY CT

Violation Code:

Short Description:

Full Description:

Corrective Action:

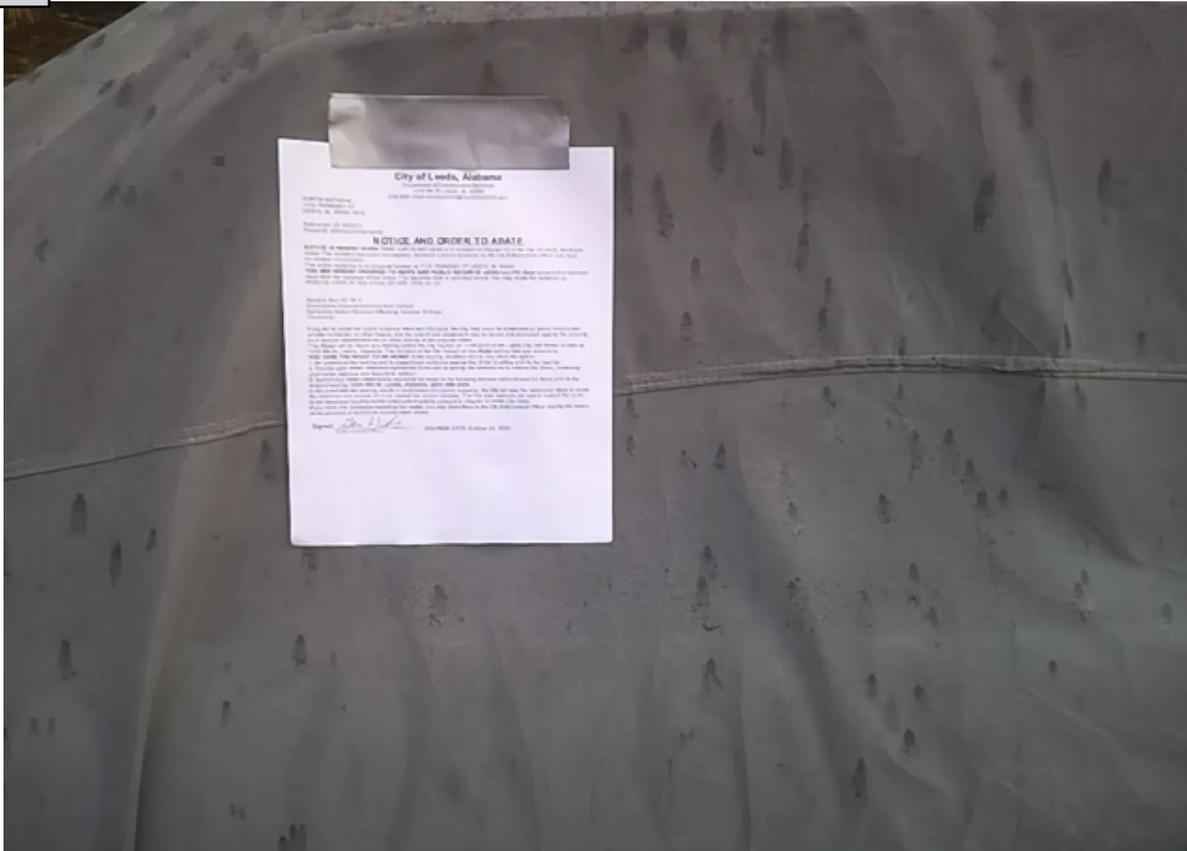
Taken by:Glenn Williams

Case Number:20-002372

Sec 32-76-c

Inoperable/Unlicensed Vehicle

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Document: Photo of car

Date Taken:10/22/2020

Address:7114 TRAMWAY CT

Violation Code:

Short Description:

Full Description:

Corrective Action:

Taken by:Brad Watson

Case Number:20-002372

Sec 32-76-c

Inoperable/Unlicensed Vehicle

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City of Leeds, Alabama

Department of Development Services
1404 9th St. Leeds, AL 35094
205-699-2585 development@leedsalabama.gov

CURTIS NATASHA
7114 TRAMWAY CT
LEEDS, AL 35094-7815

Reference: 20-002372
Parcel ID: 2500202003018000

NOTICE AND ORDER TO ABATE

NOTICE IS HEREBY GIVEN THAT CURTIS NATASHA is in violation of Chapter 32 of the City of Leeds, Municipal Code. The violation has been investigated, declared a public nuisance by the City Enforcement Officer and must be abated immediately.

The public nuisance is on property located at: 7114 TRAMWAY CT LEEDS, AL 35094

YOU ARE HEREBY ORDERED TO ABATE SAID PUBLIC NUISANCE within ten (10) days consecutive calendar days from the issuance of this Order. The issuance date is specified below. You may abate the nuisance by REMOVE ITEMS IN VIOLATION OF ORD. 2016-02-04

Section: Sec 32-76-c
Description: Inoperable/Unlicensed Vehicle
Corrective Action: Remove Offending Vehicles 10 Days
Comments:

If you fail to abate the public nuisance within ten (10) days, the City may order its abatement by public employees, private contractor, or other means, and the cost of said abatement may be levied and assessed against the property as a special assessment lien or billed directly to the property owner.

This Matter will be heard at a hearing before the City Council on 11/16/2020 at the Leeds City Hall Annex located at 1412 9th St., Leeds, Alabama. The decision of the City Council on this Matter will be final and conclusive.

YOU HAVE THE RIGHT TO BE HEARD at the hearing identified above. You have the right to:

1. Be present at the hearing and to present your evidence against this Order in writing prior to the hearing;
2. Provide your written statement against the Order and to specify the reasons not to enforce the Order, containing your name, address and telephone number,
3. Submit your written statement & request to be heard to the following address within at least 24 hours prior to the subject hearing: **1404 9th St, Leeds, Alabama. (205) 699-2585**

In the event that the hearing results in confirmation of a public nuisance, the City will take the necessary steps to abate the nuisance and assess all costs against the subject property. The City also reserves the right to forward the matter to the Municipal Court for further enforcement actions pursuant to Chapter 32 of the City Code.

If you have any questions regarding this matter, you may direct them to the City Enforcement Officer issuing this Notice at the address or telephone number listed above.

Signed: _____
Enforcement Officer

ISSUANCE DATE: October 22, 2020



Document: Photo of car

Date Taken:10/22/2020

Address:7114 TRAMWAY CT

Violation Code:

Short Description:

Full Description:

Corrective Action:

Taken by:Brad Watson

Case Number:20-002372

Sec 32-76-c

Inoperable/Unlicensed Vehicle

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File Attachments for Item:

6. R20-002225 - PUBLIC NUISANCE - 1332 BEECH ST

PUBLIC
NUSIANCE
1332 BEECH ST
2500224000005000

CITY OF LEEDS RESOLUTION 20-002225

RESOLUTION IN DETERMINATION OF CERTAIN CONDITIONS TO BE AN ANNOYANCE AND PUBLIC NUISANCE IN VIOLATION OF CHAPTER 32 OF THE CODE OF ORDINANCES, FOR THE CITY OF LEEDS, AL.

WHEREAS, in accordance with, without limitation, Code of Ordinances for the city of Leeds, Alabama Chapter 32, §11-47-117, and 11-67-60 to 11-67-67 Code of Alabama 1975 (cumulatively referred to as the "Law"), the City Council of the City of Leeds has the authority to determined that certain conditions upon certain properties in the city of Leeds are offensive, produce an annoyance, constitute a threat to the general public health, safety and welfare of the City of Leeds, Alabama and are in fact a public nuisance; and

WHEREAS, employees or agents of the City of Leeds have identified certain conditions to be a nuisance in violation of the law as existing on certain property at 1332 BEECH ST LEEDS, AL 35094, Parcel ID: 2500224000005000 which is identified in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, in accordance wit the Law, the City Council of the City of Leeds, after considering the report and the associated notices as presented by staff, may find that the subject conditions identified by the supporting information and documentation related to the subject Property(ies) are a public nuisance and order the immediate abatement of such conditions; and

WHEREAS, the City Council of the City of Leeds may hold a public hearing if requested by the property owner to have the opportunity of being heard and to discusses the conditions as presented; and

WHEREAS, in accordance with the Law, the City of Leeds is to keep an account of the cost of abating or removing the nuisance on any such property when the owner fails to comply with the provided notices; and

WHEREAS, in accordance with the Law, the City Council of the City of Leed desires to make a determination as to whether or not a public nuisance actually exists at the subject Property(ies), based on the information as presented, and potentially order the abatement of any such nuisance(s).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds follows:

1. All of the Recitals above are true and correct and are hereby incorporated herein as if fully set forth
2. The conditions identified by the Notice(s) of the Public Nuisance, in relation to the Property(ies) identified on the report as Attached hereto as Exhibit A including the requisite notices and supporting information as provided to the Property owner and posted at the Property, and all hereby declared to be a public nuisance in the City of Leeds.
3. The identified public nuisance(s) is relation to the subject Property(ies) shall be abated and/or removed by the City, if necessary, with costs assessed to the subject Property.
4. City staff is to create a report of the related costs for abating or removing any remaining nuisance(s) from the Property and to provide such report back to the City Council for approval of the costs related to the same.
5. The provisions of the Resolution are severable. If any part of the Resolution is determined to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this Resolution.
6. The City Budget is amended to fund the deceleration of public Nuisance abatements.

ADOPTED and APPROVED this the 12/14/2020
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

ATTEST:

Toushi Arbitelle,
CITY CLERK

DATE

AYES _____

NAYS _____

ABSENT FROM
VOTING _____

ABSTAIN _____

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on 12/14/2020

Toushi Arbitelle, City Clerk

149



Document:

Date Taken:12/11/2020
Address:1332 BEECH ST

Taken by:Kathy Capps
Case Number:20-002225



Document:

Date Taken:12/11/2020
Address:1332 BEECH ST

Taken by:Kathy Capps
Case Number:20-002225

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Document:

Date Taken:12/11/2020
Address:1332 BEECH ST

Taken by:Kathy Capps
Case Number:20-002225

City of Leeds, Alabama

Department of Development Services
1404 9th St. Leeds, AL 35094
205-699-2585 development@leedsalabama.gov

KENDRICK MATTIE & MARY L
1332 BEECH ST
LEEDS, AL 35094-3241

Reference: 20-002225
Parcel ID: 2500224000005000

NOTICE AND ORDER TO ABATE

NOTICE IS HEREBY GIVEN THAT KENDRICK MATTIE & MARY L is in violation of Chapter 32 of the City of Leeds, Municipal Code. The violation has been investigated, declared a public nuisance by the City Enforcement Officer and must be abated immediately.

The public nuisance is on property located at: 1332 BEECH ST LEEDS, AL 35094

YOU ARE HEREBY ORDERED TO ABATE SAID PUBLIC NUISANCE within ten (10) days consecutive calendar days from the issuance of this Order. The issuance date is specified below. You may abate the nuisance by REMOVE ITEMS IN VIOLATION OF ORD. 2016-02-04

Section: Sec 32-76-c
Description: Inoperable/Unlicensed Vehicle
Corrective Action: Remove Offending Vehicles 10 Days
Comments: REMOVE INOPERABLE VEHICLES

If you fail to abate the public nuisance within ten (10) days, the City may order its abatement by public employees, private contractor, or other means, and the cost of said abatement may be levied and assessed against the property as a special assessment lien or billed directly to the property owner.

This Matter will be heard at a hearing before the City Council on NOV 16 AT 6PM at the Leeds City Hall Annex located at 1412 9th St., Leeds, Alabama. The decision of the City Council on this Matter will be final and conclusive.

YOU HAVE THE RIGHT TO BE HEARD at the hearing identified above. You have the right to:

1. Be present at the hearing and to present your evidence against this Order in writing prior to the hearing;
2. Provide your written statement against the Order and to specify the reasons not to enforce the Order, containing your name, address and telephone number,
3. Submit your written statement & request to be heard to the following address within at least 24 hours prior to the subject hearing: **1404 9th St, Leeds, Alabama. (205) 699-2585**

In the event that the hearing results in confirmation of a public nuisance, the City will take the necessary steps to abate the nuisance and assess all costs against the subject property. The City also reserves the right to forward the matter to the Municipal Court for further enforcement actions pursuant to Chapter 32 of the City Code.

If you have any questions regarding this matter, you may direct them to the City Enforcement Officer issuing this Notice at the address or telephone number listed above.

Signed: _____
Enforcement Officer

ISSUANCE DATE: October 08, 2020

File Attachments for Item:

7. Minutes from November 16, 2020



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

Leeds Municipal Annex - 1412 9th St, Leeds, AL 35094

November 16, 2020 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:01 pm.

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

Mayor David Miller
 Council member Eric Turner
 Council member Johnny Dutton
 Council member Ryan Bell
 Council member Kenneth Washington
 Council member DeVoris Ragland-Pierce

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

PUBLIC HEARING

1. RA20-00004: A request for the Rezoning of a Certain Property at 1400 7th Court from I-2 (Industrial District) to T-4 (General Urban Transect Zone)
 No one was present. There was no Public Comment. The matter was referred to Council.
2. Consider Determination of Certain Conditions to be a Public Nuisance and an Unsafe Building at 7580 Cahaba Avenue
 No one was present. There was no Public Comment. The matter was referred to Council.
3. B20-000001: Request for an Alcoholic Beverage License at 7296 Parkway Drive
 No one was present. There was no Public Comment. The matter was referred to Council.
 Public Hearing closed at 6:03 pm.

APPROVE COUNCIL MINUTES

4. Minutes from October 19, 2020
 Motion to approve minutes from October 19, 2020 made by Council member Dutton, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member

Ragland-Pierce

5. Minutes from November 02, 2020

Motion to approve minutes from November 02, 2020 made by Council member Dutton, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce

6. Minutes from November 04, 2020

Motion to approve minutes from November 04, 2020 made by Council member Dutton, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce

REPORTS OF OFFICERS:

7. Mayor's Report: Mayor David Miller

Mayor Miller made the following Committee assignments:

Public Safety: Council member Washington & Council member Bell

Parks & Recreation: Council member Turner

Library: Council member DeVoris Ragland-Pierce

Finance: Council member Dutton & Council member Turner

8. Police Department: Chief Atkinson

Absent

9. Fire Department: Chief Parsons

Chief Parsons gave a report of the new radio purchase.

10. Library: Library Director Carden

October 2020 report is in packet

11. Municipal Court: Magistrate Roberts

October 2020 report was handed to Mayor & Council.

12. Development Services Department: Zoning Administrator Watson

No Report

13. Public Works Department: Public Works Director Warren

No Report

OLD BUSINESS:

There was none.

NEW BUSINESS:

14. Ordinance 2020-11-02: Consider Determination of Assenting to the Rezoning at 1400 7th Court

Motion for Unanimous Consent made by Council member Turner, Seconded by Council member Washington. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce.

Motion to approve Ordinance 2020-11-02 made by Council member Bell, Seconded by Council member Washington.

Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce.

15. Resolution 2020-11-02: Consider Adoption and Ratification of October 2020 City Expenditures/Payables

Motion to approve Resolution 2020-11-02 made by Council member Dutton, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce

16. Resolution 2020-11-03: Consider Certain Professional Services Relating to Employee Benefits for City Employees

Motion to approve Resolution 2020-11-03 made by Council member Dutton, Seconded by Council member Washington. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce

17. Resolution 2020-11-04: Consider Amending Traffic Controls at Katherine St and Lynn Ave

Motion to approve Resolution 2020-11-04 made by Council member Bell, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce

18. Resolution 2020-11-05: Consider Approval of ALDOT STPAA-HSIP-0004 (549) - US 78 (Parkway Drive) Resurface

Motion to approve Resolution 2020-11-05 made by Council member Washington, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce

19. Resolution 2020-11-06: Consider Approval of ALDOT STPAA-HSIP-0025 (561) - SR-25 (Dunnavant Road, Part of Parkway Drive, Part of 9th St, Whitmire St, Ashville Rd to St Clair Co. line) Resurface

Motion to approve Resolution 2020-11-06 made by Council member Bell, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce

20. Resolution 2020-11-07: Consider Approving ALDOT agreement for Traffic Signal at I-20 EB/US 78 (PARKWAY DR)

Motion to approve Resolution 2020-11-07 made by Council member Dutton, Seconded by Council member Washington. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member

Ragland-Pierce

21. Resolution 2020-11-08: Consider Determination of Certain Conditions to be a Public Nuisance and an Unsafe Building at 7580 Cahaba Avenue
Motion to approve Resolution 2020-11-08 made by Council member Washington, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce
22. Resolution 2020-11-09: Consider Approval of City Lockbox Banking Services
Motion to approve Resolution 2020-11-09 made by Council member Dutton, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce
23. Resolution 2020-11-10: Consider approval of expenditures for certain traffic control measures at I-20, Exit 140
Motion to approve Resolution 2020-11-10 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce
24. Resolution 2020-11-11: Consider Nominations for Mayor Pro Tempore
Mayor Miller opened the floor for nominations for Mayor Pro Tempore. Motion to nominate Kenneth Washington as Mayor Pro Tempore made by Council member Ragland-Pierce, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce
25. Resolution 2020-11-12: Consider Approval of Alcohol License to KRUPALU LLC /dba/ S and K Food Mart at 7296 Parkway Drive
Motion to approve Resolution 2020-11-12 made by Council member Washington, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce
26. Resolution 2020-11-13: Consider Business License Tax Refund Request
Motion to approve Resolution 2020-11-13 made by Council member Dutton, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce

PUBLIC COMMENTS

Ms. Bonnie Garrett, 7538 Poplar Avenue, addressed Mayor and Council regarding her on-going problem with a loose dog in her neighborhood.

ADJOURNMENT

Motion to adjourn made by Council member Turner, Seconded by Council member Bell. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Bell, Council member Washington, Council member Ragland-Pierce

The meeting was adjourned at 6:54 pm.

David Miller, Mayor

ATTEST:

Toushi Arbitelle, City Clerk

File Attachments for Item:

13. Development Services Department: City Administrator Watson

Department Hours- OT

11/03/20 to 11/16/20

Department	OT	COM	FDC	Totals
	96:05	73:38	24:00	193:43
ADMIN	1:11	70:23		71:34
COURT	0:20			0:20
DEV	0:22			0:22
FIRE	19:00		24:00	43:00
LIBRARY		3:15		3:15
POLICE	61:32			61:32
STREET	13:40			13:40

Department Hours- OT

11/17/20 to 11/30/20

Department	OT	COM	FDC	Totals
	86:00	19:30	2:00	107:30

ADMIN	1:37			1:37
COURT	4:16			4:16
DEV	0:36			0:36
FIRE	4:00		2:00	6:00
LIBRARY		19:30		19:30
POLICE	32:52			32:52
STREET	42:39			42:39

File Attachments for Item:

15. Ordinance 2020-12-01 (Carried over from the canceled meeting - December 07, 2020):
Consider Approval of Spectrum Franchise Renewal

CABLE TELEVISION FRANCHISE ORDINANCE

FOR

LEEDS, ALABAMA

AND

SPECTRUM SOUTHEAST, LLC

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ORDINANCE NO. 2020-12-01

AN ORDINANCE GRANTING A FRANCHISE TO SPECTRUM SOUTHEAST, LLC, L/K/A CHARTER COMMUNICATIONS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN LEEDS, ALABAMA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The City Council of Leeds Alabama ordains:

STATEMENT OF INTENT AND PURPOSE

City intends, by the adoption of this Franchise, to bring about the further development of a Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of City and the public generally. Further, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the City Council, in the best interests of City and its residents.

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. Grantee has substantially complied with the material terms of the current Franchise under applicable laws;
2. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. Grantee's plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
4. The Franchise granted to Grantee by City complies with the existing applicable state statutes, federal laws and regulations; and
5. The Franchise granted to Grantee is nonexclusive.

**SECTION 1.
SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.
- a. “Applicable Laws” means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.
 - b. “Basic Cable Service” means any Service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 543(b) (7).
 - c. “City Council” means the governing body of Leeds, Alabama.
 - d. “Cable Act” shall mean the Cable Communications Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
 - e. “Cable Service” or “Service” means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 522(6).
 - f. “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:
 - i. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - ii. a facility that serves Subscribers without using any public Right-of-Way;
 - iii. a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)), to the extent such facility is used in the transmission of Video

Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

- iv. an open video system that complies with 47 U.S.C. § 573; or
- v. any facilities of any electric utility used solely for operating its electric utility systems.
- vi. Cable System as defined herein shall be the definition set forth in 47 U.S.C. § 522(7).
- g. “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the FCC. Cable Channel as defined herein shall be the definition set forth in 47 U.S.C. § 522(4).
- h. “City” or “Grantor” means Leeds, a municipal corporation, in the State of Alabama, acting by and through its City Council, or its lawfully appointed designee.
- i. “Drop” means the cable that connects the ground block on the Subscriber’s residence to the nearest distribution point of the System.
- j. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- k. “Franchise” or “Cable Franchise” means this franchise ordinance and the regulatory and contractual relationship established hereby.
- l. “Franchise Fee” includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. Franchise Fee defined herein shall be the definition set forth in 47 U.S.C. § 542(g).
- m. “Grantee” is Spectrum Southeast, LLC (“Charter Communications”), its lawful successors, transferees or assignees.
- n. “Gross Revenue” means any and all revenue derived by Grantee from the operation of its Cable System to provide Cable Service within the City including,

but not limited to, 1) all Cable Service fees, 2) ~~Franchise Fees,~~ 3) late fees and, 4) Installation and reconnection fees, 5) upgrade and downgrade fees, 6) local, state and national advertising revenue, 7) home shopping commissions, 8) equipment rental fees, and 9) written or electronic Channel guide revenue. The term “Gross Revenue” shall not include launch fees, bad debts or any taxes or fees on Services furnished by Grantee imposed upon Subscribers by any municipality, state or other governmental unit, credits, refunds and any amounts collected from Subscribers for deposits. City and Grantee acknowledge and agree that Grantee will maintain its books and records in accordance with generally accepted accounting principles (GAAP).

- o. “Installation” means any connection of the System from distribution cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
- p. “Normal Business Hours” means those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours. Normal Business Hours as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- q. “Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Normal Operating Conditions as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- r. “Other Programming Service” means information that a cable operator makes available to all Subscribers generally. Other Programming Services as defined herein shall be the definition set forth in 47 U.S.C. § 522 (14).
- s. “Person” is any person, firm, partnership, association, corporation, company, limited liability entity or other legal entity.
- t. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, utility easements or any other place, area, or real property owned by or under the control of City which are dedicated for compatible use.
- u. “Right-of-Way Ordinance” means any ordinance or other applicable code requirements regarding regulation, management and use of Rights-of-Way in City, including permitting requirements.

- v. “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.
- w. “Service Interruption” means the loss of picture or sound on one (1) or more Cable Channels. Service Interruption as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- x. “Standard Installation” means any residential Installation which can be completed using an aerial Drop of one hundred twenty-five (125) feet or less.
- y. “Subscriber” means any Person who receives broadcast programming distributed by a Cable System and does not further distribute it. Subscriber as defined herein shall be the definition set forth in 47 C.F.R. § 76.5(ee).
- z. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station. Video Programming as defined herein shall be the definition set forth in 47 U.S.C. § 522(20).

SECTION 2.
GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
2. Grant of Nonexclusive Authority.
 - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service under the Franchise Agreement. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.
 - b. This Franchise shall be nonexclusive, and City reserves the right to grant use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service.
 - c. If any other wireline provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this

requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. Nothing herein shall be deemed a waiver of any remedies available to Grantee under Applicable Laws, including the right to seek judicial review to mandate Grantor amend the franchise to ensure competitive equity between similarly situated competitive providers.

3. Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the date of execution by City, unless sooner renewed, revoked or terminated as herein provided.
4. Previous Franchises. Upon acceptance by Grantee as required by Section 11.2 herein, this Franchise shall supersede and replace any previous ordinance or other authorization granting a franchise to Grantee.
5. Compliance with Applicable Laws, Resolutions and Ordinances.
 - a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, of the City. This Franchise may also be modified or amended with the mutual written consent of City and Grantee as provided in Section 10.3 herein.
 - b. Grantor shall at all times be subject to and comply with all Applicable Laws with respect to this Franchise.
 - c. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City, provided that it does not discriminate between different users of the Rights-of-Way.
 - d. In the event of any conflict between this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the terms of this Franchise shall govern, provided however Grantee shall at all times comply with City ordinances of general applicability promulgated by the City in accordance with its police powers.
6. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Grantee or City Clerk or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Leeds
 Attn: Mayor
 1400 9th St NE
 Leeds, AL 35094

If to Grantee: Charter Communications
 601 Massachusetts Avenue, NW, Ste 400
 Washington, DC 20001

With nonbinding courtesy copies to:

Charter Communications
 Attn: Government Relations Director
 151 London Parkway
 Birmingham, AL 35211

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits, Construction Codes, and Cooperation.
 - a. Grantee shall comply with the construction requirements of local, state and federal laws.
 - b. Grantee agrees to obtain a permit as required by City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify City prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to City.
 - c. City may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with City in establishing such policy and comply, to the extent technically feasible, with the procedures established by the Mayor or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
 - d. Failure to obtain permits or comply with permit requirements shall subject Grantee to all enforcement remedies available to City under Applicable Laws or this Franchise.
 - e. Grantee shall have the opportunity to meet with developers and be present at pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments, within the City where extension of service is economically feasible at Grantee's discretion, in a timely manner upon written notification of such meetings to the Grantee.

- f. If requested by the City, Grantee shall meet with the City within 90 days to hold an annual meeting with City to coordinate construction plans of both parties for the upcoming year.
- g. Subject to Applicable Laws, when City uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as City directs. Grantee's System construction shall at all times comply with Applicable Laws, which City agrees shall be applied on a nondiscriminatory basis. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

2. Minimum Interference.

- a. Grantee shall use commercially reasonable efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.
- b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.

3. Disturbance or damage. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as determined by City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and a thirty (30) day opportunity to satisfy that request, City shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration within thirty (30) days after its receipt of City's invoice thereof.

4. Temporary Relocation.

- a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of City, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not

limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a City project or activity makes disconnection, removal, or relocation necessary or less expensive for City.

- b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.
5. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against City for restoration, repair or damages. Grantor is aware that the communication facilities of the Grantee can and does transport emergency required communications such as phone and internet life monitoring services if a representative of the Grantor disconnects or damages the facilities of the Grantee,
6. Tree Trimming. Grantee shall comply with all applicable provisions of the Code of Ordinances of the City regarding the trimming of any trees on public property or in the Rights-of-Way.
7. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regarding or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.
8. Installation records. Grantee shall keep accurate Installation records of the location of all facilities in the Rights-of-Way and public ways and, upon written request of City, will make them available for viewing to City at Grantee's office or in a mutually agreed upon location.
9. Locating facilities.
 - a. If, during the design process for public improvements, City discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with City to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days.
 - b. City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and

devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of City limits.

10. Relocation delays.

In cases where the City undertakes work in the Right-of-Way, the Grantee shall, upon reasonable notice from City, relocate its facilities as reasonably necessary to accommodate the City's work. The Grantee must promptly provide notice to City of any potential delay involving relocation of Grantee's facilities. If Grantee's relocation effort so delays construction of a public project causing City to be liable for delay damages, Grantee shall reimburse City for those damages attributable to the delay created by Grantee, however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party. All of Grantee's relocation work shall be done in strict compliance with the rules, regulations and ordinances of the City and any applicable state and federal laws.

11. Interference with City Facilities.

The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with the placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other systems that have been installed, maintained, used or authorized by City.

12. Safety Requirements.

- a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
- b. Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.
- c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4. DESIGN PROVISIONS

1. System Upgrade/Construction: Minimum Channel Capacity.

- a. Grantee shall operate and maintain for the term of this Franchise a System capable of providing a minimum of 100 Channels.

- b. All final programming decisions remain the discretion of Grantee in accordance with this Franchise and pursuant to 47 U.S.C. §§ 531, 542 and 545.
2. System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.
 3. Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption.
 4. Emergency Alert Capability. Grantee shall at all times comply with the Emergency Alert System standards pursuant to Title 47, Section 11, Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.
 5. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.
 6. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with City or its designee within ten (10) days of the date of request.
 7. Annexation. Upon the annexation of any additional land area by the City, if the annexed area is not currently served by a cable operator it will be subject to the other provisions of this Section 4. If the annexed area is served by a cable operator, Grantee has the option to extend its Cable System to the newly annexed area if Grantee determines that it is economically feasible to do so. Upon the annexation of any additional land area by the City, the annexed area shall be subject to all the terms of this Franchise upon sixty (60) days of written notification by the City to Grantee. A cable operator other than Grantee whose Cable System already passes homes in an annexed area shall not extend its Cable System beyond those homes which it passes at the time the annexation occurs unless it otherwise obtains a franchise from the City. In the event the Grantor modifies the Service Area by annexation or any other means, the City shall provide at least sixty (60) days prior notice to the Grantee. The City shall also notify Grantee of all new street address assignments or changes within the Service Area. Said notice shall be in writing to the

address set forth below by U.S. certified mail, return receipt requested. City shall provide detail and information, including address files and maps in sufficient detail and in an acceptable digital format, if feasible. Grantee shall begin to collect Franchise Fees from Subscribers in any annexed area within ninety (90) days of such notice and address information as described above. Grantee shall not be obligated to collect and remit Franchise Fees until such notice and information has been received by Grantee.

All notices provided under this subsection shall be delivered to the Grantee at the following address:

Charter Communications
 Attn: Government Relations Director
 151 London Parkway
 Birmingham, AL 35211

Grantee shall provide Grantor thirty (30) days written notice of address changes affecting this subsection pursuant to section 2, paragraph 7.

8. Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

SECTION 5. SERVICE PROVISIONS

1. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications and all payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.
2. Sales Procedures. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation. Grantee's sales personnel will not be required to compensate City for any permit that may be required.
3. Consumer Protection and Service Standards. The Grantee shall comply with all applicable federal regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise, which for the parties' convenience are set forth below as they exist on the Effective Date.
 - a. Cable System office hours and telephone availability.
 - i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

- (1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - (2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.
- ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
 - iii. Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
 - iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
 - v. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.
- b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.
- i. Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the connection point of the existing distribution system.
 - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
 - iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)
 - iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
 - v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the

customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

- c. Communications between Grantee and Subscribers.
 - i. Notifications to Subscribers:
 - (1) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
 - (a) Products and Services offered;
 - (b) Prices and options for programming Services and conditions of subscription to programming and other Services;
 - (c) Installation and Service maintenance policies;
 - (d) Instructions on how to use the Cable Service;
 - (e) Channel positions of programming carried on the System; and
 - (f) Billing and complaint procedures, including the address and telephone number of the nearest customer service center.
 - (2) Subscribers will be notified of any changes in rates, programming Services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by Section 76.1602.
 - (3) In addition to the requirement of subparagraph (2) of this section regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the deletion of Channels, each Channel deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Grantee need only identify for Subscribers, the television signal location and not whether that signal may be multiplexed during certain day parts.

- (4) To the extent Grantee is required to provide notice of Service and rate changes to Subscribers, the Grantee may provide such notice using any reasonable written means at its sole discretion.
 - (5) Notwithstanding any other provision of this section, Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or City on the transaction between the Grantee and the Subscriber.
- ii. **Billing:**
 - (1) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
 - (2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
 - iii. **Refunds:** Refund checks will be issued promptly, but no later than either:
 - (1) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - (2) The return of the equipment supplied by Grantee if Service is terminated.
 - iv. **Credits:** Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
4. **Subscriber Contracts.** Upon request, Grantee shall file with City any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, upon request, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service is maintained in Grantee's public file, and upon request, shall be available for public inspection. A copy of Grantee's current rate card can be located at <http://www.charter.com/browse/content/rate-card-info>. A copy of Grantee's current channel line-up for Leeds AL can be located at <http://www.charter.com/browse/tv-service/tv#Channel-Lineup>
5. **Refund Policy.** If a Subscriber's Cable Service is interrupted or discontinued without cause, for twenty-four (24) or more consecutive hours, the Grantee shall, upon request by Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.

6. Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

**SECTION 6.
OPERATION AND ADMINISTRATION PROVISIONS**

1. Administration of Franchise. The Mayor or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise; provided, however, that the City Council shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Franchise Fee.
- a. During the term of the Franchise, Grantee shall pay quarterly to City a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues,
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation in form and substance substantially the same as Exhibit A attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the City on or before the date due, or is underpaid, Grantee shall pay in addition to the payment, or sum due, interest from the due date at the state legal interest rate of 6% annually (Alabama Code § 8.8.1).
 - c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Grantee's books and records pursuant to Section 6.6 of this Franchise and such review indicates a Franchise Fee underpayment of seven percent (7%) or more during the entire period reviewed, the Grantee shall, subject to Applicable Law, assume all reasonable documented costs of such audit, and pay same upon demand by the City.
3. Discounted Rates. For the purposes of this section, in the case of a Cable Service that may be bundled or integrated functionally with other services, capabilities, or applications, the Franchise Fee shall be applied only to the gross revenue, as defined in Section 1.2.n., attributable to Cable Service. Where Grantee bundles, integrates, ties, or combines Cable Services with non-video services creating a bundled package, so that subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, gross revenues shall be determined based on an equal allocation of the package discount, that is, the total price of the individual classes of service at advertised rates compared to the package price, among all classes of service comprising the package. The fact that the Grantee offers a bundled package shall not be deemed a

promotional activity. If the Grantee does not offer any component of the bundled package separately, the Grantee shall declare a stated retail value for each component based on reasonable comparable prices for the product or service for the purpose of determining Franchise Fees based on the package discount described above. For the purposes of determining gross revenue for bundled or integrated services, Grantee shall use the same method of determining revenues under generally accepted accounting principles.

4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than required by applicable state statute of limitations, as may be amended from time to time, except for service complaints which shall be kept for one (1) year. City acknowledges that some of the records which may be provided by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws. Grantee shall produce such books and records for City's inspection at any mutually agreed upon location within the City.
5. Reports to be Filed with City.
 - a. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in form and substance as Exhibit A attached hereto.
 - b. City and Grantee shall mutually agree, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise.
 - c. Upon reasonable notice by City, Grantee shall deliver its System maps and plats to City's office located at 1400 9th St NE, Leeds, AL 35094 or at a mutually agreed upon location, for viewing, however, for confidential and proprietary reasons, Grantee shall not be required to provide copies of its maps and plats to City.

SECTION 7.

GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Liability Insurance.
 - a. Grantee shall obtain with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, an occurrence-based comprehensive general liability insurance policy, including contractual liability coverage with standard insurance exclusions, in protection of City, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured the City, its officers, elected officials,

boards, commissions, agents and employees. The Commercial General Liability shall be \$2,000,000 per occurrence for bodily injury, death or property damage and \$3,000,000 aggregate. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise and shall be issued by company licensed to do business in the State of Alabama with a rating by A.M. Best & Co. of not less than "A" upon the Effective Date of this Franchise or at the time a sale or transfer of ownership is approved by City. Grantee shall furnish City with current certificates of insurance evidencing such coverage upon request. Cancellation notice will be provided for any reason other than non-payment of premium and requires the City provide Grantee a valid contact name and e-mail address (with any changes to the contact name or e-mail address being the responsibility of the City).

2. Indemnification

- a. Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's negligent operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the negligent activities of Grantee, its subcontractors, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings. Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees.
- b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
- c. City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the certificates of insurance described in this Franchise.
- d. The indemnification of City by Grantee provided for in this Franchise shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- e. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:
 - i. Promptly notify Grantee within ten (10) business days in writing of any claim or legal proceeding which gives rise to such right;
 - ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

SECTION 8.

SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that after notice and an opportunity to cure as reordered herein;

- i. Grantee has repeatedly and substantially violated material provisions(s) of this Franchise and has not put forth a reasonable proposal to cure such violations; or
- ii. Grantee has intentionally and materially evaded any of the provisions of the Franchise; or
- iii. Grantee has practiced a material fraud or a material deceit upon City.

2. Procedures for Revocation.

- a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required therein, City shall provide Grantee with the basis of the revocation.
- b. Should City determine to proceed with a revocation proceeding, Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation. The due process to be afforded Grantee shall include the Grantee's right to present any written or verbal testimony or other relevant evidence to the City Council for consideration. Such information presented by Grantee shall be considered part of the record of the

proceeding. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

- c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency. Nothing in this Franchise, including the enforcement provisions set forth in this Section 8, shall prevent Grantee from filing at any time a legal action in any permissible court or tribunal seeking a declaration or enforcement of Grantee's rights or obligations under the Franchise.
 - d. During the appeal period or pendency of any legal action, the Franchise shall remain in full force and effect unless the term thereof sooner expires and Grantee is not pursuing renewal under Applicable Law or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.
3. Removal After Abandonment, Termination or Forfeiture. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.
 4. Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 9. PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other Applicable Laws, and all executive and administrative orders relating to nondiscrimination.
2. Subscriber Privacy. Grantee shall at all times comply with all applicable provisions of 47 U.S.C. 551 governing subscriber privacy. Grantor reserves any and all rights it may have now or in the future to enforce compliance with all applicable state and federal laws and regulations governing subscriber privacy.

SECTION 10.
MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws.
4. Compliance with Federal, State and Local Laws.
 - a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation.
 - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.
5. Non-enforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
6. Rights Cumulative. The rights and remedies reserved to the City and Grantee by this Franchise are cumulative and shall be in addition to and not in derogation of any other

legal or equitable rights or remedies which the City and Grantee may have with respect to the subject matter of this Franchise, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

- 7. Force Majeure. Neither party shall be in default under this Agreement if any failure or delay in performance is caused by acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore; war or civil disorder; or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification shall be given by the excused party to the other party, of the cause and of the estimated duration, when possible.

**SECTION 11.
PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

- 1. Publication, Effective Date. This Franchise shall be published in accordance with applicable local and state law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 11.2.
- 2. Acceptance.
 - a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes.
 - b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.
 - c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.
 - ii. With its acceptance, Grantee shall also deliver any insurance certificates as required herein that have not previously been delivered.

Passed and adopted by the City Council this 14th day of December 2020.

ATTEST:

LEEDS, ALABAMA

By: _____

By: _____

Its: _____

Its: _____

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

SPECTRUM SOUTHEAST, LLC

Date: _____, 2020

By: Charter Communications, Inc., Its Manager

By: _____

Print Name:

Its: Vice President, Government Affairs

SWORN TO BEFORE ME this
__ day of _____, 2020.

NOTARY PUBLIC

**EXHIBIT A
FRANCHISE FEE PAYMENT WORKSHEET**

TRADE SECRET – CONFIDENTIAL

ATTACHMENT B. FRANCHISE FEE PAYMENT WORKSHEET

TRADE SECRET – CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Other Revenue				
Equipment rental				
REVENUE				
Fee Calculated				

Fee Factor: 5%

EXHIBIT B
GRANTEE COMPLIMENTARY LOCATIONS TO CITY LOCATIONS

One (1) complimentary outlet of Basic Service will be provided, on a voluntary basis, to each of the locations listed below. If any of the locations below require an installation, Grantee will install Basic Service at the lowest actual cost of Grantee’s time and material. Each location listed below may add additional outlets at their own expense, as long as installation meets Grantee’s standards and approval, which shall not be unreasonably withheld.

City Hall	1400 9 th St., Leeds, AL 35094
Development Services	1404 9th St. Leeds, AL 35094
Municipal Annex	1410 9th St. Leeds, AL 35094
City Hall Annex	1412 9th St. Leeds, AL 35094
Police Department	1040 Park Drive, Leeds, AL 35094

File Attachments for Item:

16. Ordinance 2020-12-02 (Carried over from the canceled meeting - December 07, 2020):
Consider amending Ordinance 2020-06-02 to update the principal payments for USDA project

ORDINANCE NO. 2020-12-02

**A SUPPLEMENTAL ORDINANCE TO AMEND ORDINANCE NO. 2020-06-02
ADOPTED JUNE 29, 2020, AUTHORIZING THE
GENERAL OBLIGATION WARRANT, SERIES 2020-C**

BE IT ORDAINED by the governing body of the City of Leeds, Alabama (the “City”), as follows:

Section 1. Findings. The governing body of the City makes the following findings, representations and warranties as the basis for the undertakings on its part herein contained:

(a) The City has heretofore authorized the issuance of its General Obligation Warrant, Series 2020-C (the “Series 2020-C Warrant”), in an aggregate principal amount up to \$2,700,000, under the terms and conditions of an Ordinance No. 2020-06-02 adopted by the governing body of the City at its regular meeting held on June 29, 2020 (the “Original Ordinance”).

(b) Since the date of the Original Ordinance and issuance of the Series 2020-C Warrant the holder of the Series 2020-C Warrant, United Bank, and City have mutually agreed to end the interest only payment period earlier.

(c) It is necessary and advisable that the Original Ordinance be supplemented and amended, as hereinafter set forth, and is further necessary and advisable that the Series 2020-C Warrant be amended in accordance with the terms of this Ordinance.

Section 2. Amendment of Section 2. Section 2 of the Original Ordinance is hereby amended by deleting Section 2 and replacing it with the following:

Section 2. Authorization of the Warrant. Pursuant to the provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2, *Code of Alabama 1975*, as amended, and to evidence a USDA loan from United Bank for paving and resurfacing of various City streets and related infrastructure, there is hereby authorized to be issued by the City its General Obligation Warrant, Series 2020-C, in the principal amount of \$2,700,000.00. The Warrant shall be dated the date of its issuance, shall be issued in fully registered form, shall be payable in monthly installments over a two hundred and fifty-two (252) month period commencing on October 30, 2020 in such principal and interest amounts as reflected in the amortization schedule attached hereto as **Exhibit A**, and shall bear interest at the per annum rate of three and two hundred seventy-five thousandths percent (3.275%).

Section 3. Approval of Amended Warrant. The City does hereby approve a new first page and **Exhibit A** to the Series 2020-C Warrant, attached hereto, and directs United Bank to substitute the attached first page and **Exhibit A** to the Series 2020-C Warrant.

Section 4. Confirmation of Ordinance 2020-06-02. All terms, covenants and conditions of the Original Ordinance, as supplemented by this ordinance, are hereby in all things confirmed, and they shall remain in full force and effect.

ADOPTED AND APPROVED this the 14th day of December 2020.

[S E A L]

David Miller,
MAYOR OF THE CITY OF LEEDS

ATTESTED:

Its City Clerk

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTIONS PROVIDED BY SAID ACT, OR (ii) UNDER ANY STATE SECURITIES LAW, IN RELIANCE UPON APPLICABLE EXEMPTIONS, AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM.

\$2,700,000.00

June 30, 2020

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF LEEDS, ALABAMA

GENERAL OBLIGATION WARRANT
SERIES 2020-C
(USDA LOAN)

The CITY OF LEEDS, a municipal corporation in the State of Alabama (herein called the “City”), for value received, hereby acknowledges itself indebted to and orders and directs the City Treasurer of the City to pay to UNITED BANK, or registered assigns, upon presentation and surrender hereof, the principal sum of

TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS

(or such lesser portion thereof then unpaid) on the 30th day of June 2041 (unless the principal of this warrant shall have been duly called for previous redemption and payment duly provided for). The principal of and interest on this warrant shall be payable in lawful money of the United States of America in monthly installments over a two hundred fifty-two (252) month period commencing on October 30, 2020 in such principal and interest amounts as reflected in the amortization schedule attached hereto as **Exhibit A**. This warrant shall bear interest from its date of issuance until maturity unless sooner paid at the rate of three and two hundred seventy-five thousandths percent (3.275%) per annum.

This warrant is authorized to be issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the *Code of Alabama 1975*, as amended, as well as an ordinance duly adopted by the governing body of the City on June 29, 2020 (herein called the “Ordinance”), for purposes for which the City is authorized by law to borrow money and to issue warrants. All capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Ordinance.

The indebtedness evidenced and ordered paid by this warrant is a general obligation of the City for the payment of the principal of and interest on which the full faith and credit of the City have been irrevocably pledged.

The City reserves the privilege of prepaying all or any part of the principal of this warrant at any time and from time to time, without premium or penalty, and without notice.

The principal of and interest on this warrant will be paid only to the named payee hereof or its registered assigns at the address of the said payee as shown on the books of the City maintained for that purpose by its undersigned registrar.

It is hereby certified that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed or happen precedent to or in the issuance of this warrant do exist, have been performed and have happened in due and legal form.

IN WITNESS WHEREOF, the City has caused this warrant to be executed in its name and behalf by its Mayor, who has caused its official seal to be hereunto affixed, has caused this warrant to be attested by its City Clerk, both of said officers being hereunto duly authorized, and has caused this warrant to be dated June 30, 2020.

CITY OF LEEDS, ALABAMA

By _____
Mayor

Attest:

City Clerk

This warrant was registered in the name of the above-registered owner this 30th day of June 2020.

By _____
Registrar

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this warrant on the books of the City of Leeds, Alabama.

Dated this ____ day of _____, ____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever

RECEIPT FOR AMENDED WARRANT

United Bank does hereby acknowledge receipt on this date of the amended \$2,700,000 principal amount General Obligation Warrant, Series 2020-C, of the City of Leeds, Alabama, as amended by replacing the original first page and **Exhibit A** with first page and **Exhibit A** attached hereto all of which have been delivered to the undersigned as the purchasers thereof.

Dated this ____ day of _____, 2020.

UNITED BANK

By _____
Its duly authorized representative

File Attachments for Item:

17. Ordinance 2020-12-03 (Carried over from the canceled meeting - December 07, 2020):
Consider De-annexation Policy

CITY OF LEEDS
ORDINANCE NO. 2020-12-03

ORDINANCE REGARDING DE-ANNEXATION PETITIONS

WHEREAS, the City of Leeds does not have written policy relating to the de-annexation of property from the City and has historically denied any such request; and

WHEREAS, reducing the size of the City generally works a disservice to the City as a whole due to loss of citizens, loss of ad valorem revenue, and loss of territory from the boundary of the City; and

WHEREAS, it is prudent for the City to express its general position, absent extenuating circumstances, in regard to the de-annexation of property from the municipality.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA, that the City Code of Ordinances be amended as follows:

1. It is the policy of the city, absent some extenuating circumstance which creates a unique and extreme hardship for the subject citizen/property owner, the City will not allow petitions to de-annex property to be placed on its City Council meeting agendas.
2. Financial hardship or a dislike for the municipal government policies or administration shall not be considered as unique or extreme hardships for purposes of allowing a petition to de-annex to be placed on the agenda.
3. Upon the allegation of a hardship, the Mayor shall make a determination as to whether the matter could potentially be unique or extreme in nature. In the event of such a finding, such petition may be placed on a Council agenda by the Mayor for further consideration.
4. Upon a finding of unique or extreme hardship as well as a finding of a real public benefit for the City, the City Council, by a unanimous vote of all Council members present may allow a property owner to de-annex their property from the municipality upon the petitioner’s payment of all costs associated with the matter including the reestablishment of the City boundary.
5. The city council hereby reaffirms its intentions to maintain and to expand the existing corporate limits of the city and that such intentions provide a real public benefit to the City and is citizenry.
6. All ordinances, resolutions and orders or parts thereof in conflict with this resolution are to the extent of such conflict, hereby repealed.
7. This ordinance shall be in full force and effect after its adoption and publication as required by law.

ADOPTED and APPROVED this the 14th day of December 2020.

CITY OF LEEDS, ALABAMA:

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

CITY CLERK

In my capacity as City Clerk of the City of Leeds, I hereby certify that the above Ordinance was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 14th day of December 2020.

Toushi Arbitelle, City Clerk

File Attachments for Item:

18. Resolution 2020-12-01 (Carried over from the canceled meeting - December 07, 2020):
Consider Approval of Alcohol License to Mountainview Package Store at 8525 Whitfield Avenue

CITY OF LEEDS

RESOLUTION NO.: 2020-12-01

RESOLUTION APPROVING OF ALCOHOL LICENSE

WHEREAS, the City of Leeds has been notified that applicant, Virginia Abu Al Maati, trade name Mountainview Package Store,, has applied with the State of Alabama Alcoholic Beverage Control Board (“ABC Board”) an Application for an Alcohol License Type 011 – Lounge Retail Liquor (Class II Package) located at 8525 Whitfield Avenue; Suite 101; Leeds, AL.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds that the City Clerk is directed to inform the ABC Board that the City of Leeds has no objection to the Alcohol License for the sale of Liquor (011 – Package).

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

ADOPTED and APPROVED this the 14th day of December 2020

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 14th day of December 2020

City Clerk

File Attachments for Item:

19. Resolution 2020-12-02 (Carried over from the canceled meeting - December 07, 2020):
Consider Business License Tax Refund Request

**CITY OF LEEDS
RESOLUTION NO.: 2020-12-02**

A RESOLUTION APPROVING A TAX REFUND WITH A CORPORATE TAXPAYER WITHIN THE CITY IN REGARDS TO THE OVERPAYMENT OF CERTAIN TAXES.

WHEREAS, Taxpayer (City Account number of 63-0196990) made timely payment to the City of Leeds of the required Sales, Use & Business License Tax pursuant to, without limitation, Chapters 12 and 44 of the City Code of Ordinances (the "Tax"); and

WHEREAS, the Taxpayer has requested that certain tax payment be refunded due to an alleged overpayment of taxes due to a mistaken application of delivery tax when in fact the taxpayer's deliveries are defined by §11-51-194 Code of Alabama 1975 as exempt and not subject to sales taxes; and

WHEREAS, City Ordinance 2013-05-17 requires that waivers and agreements of a certain amount be submitted to the City Council for approval instead of an administrative approval; and

WHEREAS, after review of the facts and the materials so submitted by the taxpayer, it has been determined that the taxes paid were in fact mistakenly paid; and

WHEREEAS, pursuant to §11-51-72 Code of Alabama 1975, when such a determination has been made that taxes have been erroneously paid to the City and the taxpayer has in fact submitted a request for a refund, then the City Council is authorized to make such refund.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City of Leeds that, in consideration of the foregoing, as follows:

1. After due examination into the facts and evidence offered by the petitioner in support of the allegations of overpayment of certain sales taxes, the petition for sales tax refund as submitted by Taxpayer # 63-0196990) is hereby determined to be proper and full proof of the same.
2. The City Clerk/treasurer is hereby directed to provide the requested refund in the amount of Six Thousand Nine Hundred Forty-three dollars & fifty-one cents (i.e. **\$6,943.51**) to the subject taxpayer.
3. That the Mayor, City staff and City attorneys shall have the full authority to do those things, to perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

Adopted and approved this the 14th day of December 2020

AYES:	_____
NAYS:	_____
ABSENT FROM VOTING:	_____
ABSTAIN:	_____

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

CITY CLERK

As the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 14th day of December 2020.

Toushi Arbitelle, City Clerk

File Attachments for Item:

20. Resolution 2020-12-03 (Carried over from the canceled meeting - December 07, 2020):
Consider declaring certain property surplus and authorizing its sale

RESOLUTION NO.: 2020-12-03

RESOLUTION IN DESIGNATING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING SALE OF SAME – FORD 550 – FIRE DEPT

WHEREAS, the City Fire Department is in possession of a cert Ford 550 Truck which is due to be designated as surplus, excess, and sold; and

WHEREAS, in order for the City to sale the vehicle, the property must be designated as surplus; and

WHEREAS, the City staff recommends that the subject vehicle be designated as surplus and that the Council authorize its sale.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds that:

1. The Recitals above are true, correct and included herein as if fully set forth.
2. The subject Ford 550 box truck (VIN # 1FDAF56R48ED18350) is hereby designated to be surplus, excess and due to be sold by any lawful means.
3. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein and within the subject Agreement.

ADOPTED and APPROVED this the 14th day of December 2020.

CITY OF LEEDS, ALABAMA:

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

TOUSHI ARBITELLE, CITY CLERK

In my capacity of City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 14th day of December 2020.

Toushi Arbitelle, City Clerk

File Attachments for Item:

21. Resolution 2020-12-04: Consider Approval of Alcohol License to Buc-ee's #43 at 6900 Buc-ee's Boulevard

CITY OF LEEDS

RESOLUTION NO.: 2020-12-04

RESOLUTION APPROVING OF ALCOHOL LICENSE

WHEREAS, the City of Leeds has been notified that applicant, Buc-ee's Alabama II, LLC, trade name Buc-ee's #43, has applied with the State of Alabama Alcoholic Beverage Control Board ("ABC Board") an Application for an Alcohol License Type 050 – Retail Beer (Off Premises Only) and Type 070 – Retail Table Wine (Off Premises Only) located at 6900 Buc-ee's Boulevard; Leeds, AL.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds that the City Clerk is directed to inform the ABC Board that the City of Leeds has no objection to the Alcohol License for the sale of Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only).

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

ADOPTED and APPROVED this the 14th day of December 2020

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 14th day of December 2020

City Clerk

File Attachments for Item:

22. Resolution 2020-12-05: Consider City Employee Charity Drive Authorization

CITY OF LEEDS

RESOLUTION 2020-12-05

APPROVAL AND RATIFICATION OF VARIOUS EFFORTS AND ACTIVITIES OF CITY DEPARTMENTS AND EMPLOYEES TO COLLECT AND TO DISBURSE HOLIDAY GIFTS AND ASSISTANCE TO COMMUNITY CHILDREN AND CITIZENS.

WHEREAS, the City of Leeds departmental directors and staff, in their role as City employees, often voluntarily provide and solicit donations of money and gifts during the holidays for deserving families and children within the community; and

WHEREAS, the benevolence of these individuals does not involve the distribution or expenditure of normal City funds; however, donations are often received by City departments in their official capacity from businesses and individuals for the purpose of providing charity to various citizens and children; and

WHEREAS, the City wishes to avoid the appearance of the impropriety of public funds being provided in violation of State ethical guidelines and wishes to provide formal recognition and approval of the subject charitable activities of Departments and staff.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LEEDS CITY COUNCIL as follows:

- 1. The Recitals set forth above are hereby found and declared to be true and correct.
2. It is hereby found and declared that the annual charitable activities and programs of the various City Departments ("City Employee Charity Drive"), which provides donated funds and gifts to deserving families and children in the community, serves a valid and sufficient public benefit to the City of Leeds and its citizens, and all efforts related thereto to date are hereby ratified and approved.
3. The City Employee Charity Drive is hereby determined to be an ongoing City Council sanctioned annual event. Voluntary departmental participation is subject only to prior written Department-Head approval provided to the City Clerk. Each Department Head shall provide a single report in January to the City Council detailing the benefits provided by their efforts, and any monetary donations shall be recorded and kept separately from budgeted City funds.
4. The Mayor and staff are hereby authorized and empowered to take any and all such further actions necessary, required, or convenient to effectuate the intent of this Resolution, to adequately support the charitable efforts, and any such actions taken by them are hereby ratified and confirmed.

ADOPTED and APPROVED this the 14th day of December 2020.

CITY OF LEEDS, ALABAMA:

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES:
NAYS:
ABSENT FROM VOTING:
ABSTAIN:

CITY CLERK

In my capacity as City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 14th day of December 2020.

Toushi Arbitelle, City Clerk

File Attachments for Item:

23. Resolution 2020-12-06: Consider Conveyance of Property to Jefferson County Per 1998 Unification Agreement

CITY OF LEEDS

RESOLUTION NO.: 2020-12-06

PROVIDING FOR AUTHORIZATION TO CONVEY REAL PROPERTY TO JEFFERSON COUNTY PER THE REQUIREMENTS OF THE 1998 UNIFICATION AGREEMENT.

WHEREAS, the City is a party to that certain Unification Agreement dated August 20, 1998 with Jefferson County which was authorized by Resolution 1998-07-02 and subject to the requirements as set forth within City of Leeds, et al. v. Jefferson County, Alabama, CV 86-505-366; and

WHEREAS, said the Agreement requires that the City of Leeds convey property to Jefferson County which is considered to be “sever facilities”, and that requirement is considered by the Agreement to “. . . survive closing and be continuous until fulfilled. . .”; and

WHEREAS, the City wishes to provide authority for the Mayor, the City Attorneys, City staff, and the Mayor to certain property to Jefferson County, in compliance with the Unification Agreement, as has been identified by recent survey as attached.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEEDS, AL as follows:

1. The Recitals above are true and correct and included herein this resolution as if fully set forth.
2. The conveyance of that certain property, as described and set forth in the survey Exhibits A and B as attached hereto (dated June 5, 2020), to Jefferson County in compliance with the 1998 Unification Agreement is hereby approved.
3. This Resolution shall take effect and be enforced by the City Council of the City of Leeds upon approval and signature of the Mayor.
4. The Mayor, City staff, and City Attorneys are hereby authorized to take all necessary actions and to execute the necessary documentation on behalf of the City in order to complete the actions herein authorized.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA on this 14th day of December 2020.

CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

CITY CLERK

In capacity as City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 14th day of December 2020.

Toushi Arbitelle, City Clerk

File Attachments for Item:

24. Resolution 2020-12-07: Consider Purchase of Cedar Grove Cemetery Lots

CITY OF LEEDS

RESOLUTION NO.: 2020-12-07

PROVIDING FOR THE AUTHORIZATION TO PURCHASE CERTAIN LOTS AT CEDAR GROVE CEMETERY

WHEREAS, there exist no additional lots available for purchase at the City’s Cedar Grove Cemetery; and

WHEREAS, an opportunity has presented itself for the City to purchase three plots located at the Cemetery from individual owners; and

WHEREAS, although the City does not normally agree to the re-purchase of such property rights, the subject purchase will also resolve current claims and confusion as to the internment rights of various plots at the Cemetery.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEEDS, AL as follows:

1. The Recitals above are true and correct and included herein this resolution as if fully set forth.
2. The purchase of lots # 279, 280, & 281 located at Cedar Grove Cemetery for a purchase price not to exceed Two Thousand Five Hundred Dollars and Zero Cents (See Exhibit A).
3. This Resolution shall take effect and be enforced by the City Council of the City of Leeds upon approval and signature of the Mayor.
4. The Mayor, City staff and City Attorneys are hereby authorized to take all necessary actions regarding the promotion of economic development and to execute the necessary documentation on behalf of the City in order to complete the actions herein authorized.

APPROVED AND ADOPTED at a regular meeting of the City of Leeds City Council on the 14th day of December 2020.

AYES: _____
NAYS: _____
ABSENT FROM VOTING: _____
ABSTAIN: _____

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

City Clerk

In my capacity as the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 14th day of December 2020.

Toushi Arbitelle, City Clerk

THIS INSTRUMENT PREPARED BY
BRUNSON, BARNETT & SHERRER, P.C.
8020 PARKWAY, DRIVE
LEEDS, AL 35094

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

KNOW ALL MEN BY THEE PRESENTS: That for an in consideration of _____ Dollars and no Cents (\$ _____ .00) to the undersigned grantor, THOMAS TUCKER, in hand paid by CITY OF LEEDS, ALABAMA, a municipal corporation, the receipt whereof is hereby acknowledged, the said THOMAS TUCKER, does by these presents grant, bargain, sell and convey unto the said CITY OF LEEDS, ALABAMA, a municipal corporation, a lot, or parcel of ground in Cedar Grove Cemetery, City of Leeds, County of St. Clair, State of Alabama, designated as Third Addition, Lot No. 279, 280, 281, Block No. 1, Containing 3 grave lots. The same thing being described and designated as above, in accordance with map on file in the office of said CITY OF LEEDS, ALABAMA.

IT IS DISTINCTLY UNDERSTOOD that said land is to be used exclusively for the burial of human bodies and is sold and conveyed subject to such supervision, control and regulation by CITY OF LEEDS, a municipal corporation, its successors or assigns as are now, or may hereafter be, prescribed in the rules and regulations of the CITY OF LEEDS, ALABAMA, a municipal corporation, or its successors or assigns.

TO HAVE AND TO HOLD, the above granted property to the said CITY OF LEEDS, ALABAMA, a municipal corporation, heirs and assigns, forever; subject, however, to the restrictions and limitations above referred to as the control, supervision and regulations as herein set forth.

And THOMAS TUCKER, for himself, his successors and assigns, covenants with the said CITY OF LEEDS, ALABAMA, a municipal corporation, heirs and assigns, that it is lawfully seized in fee simple of said Lot 279, 280, 281, that they are free from all encumbrances; that they have good right to sell and convey the same as aforesaid; and that they will and their successors and assigns shall, warrant and defend the title to the same to the said CITY OF LEEDS, ALABAMA, a municipal corporation, heirs and assigns forever, against the lawful claims of all persons; subject, however, to the restrictions herein contained, as to the use, supervision, control and regulations as herein set forth.

IN WITNESS WHEREOF, SANDRA JO TUCKER, as attorney-in-fact for THOMAS TUCKER who is thereunto duly authorized, with said authorization being valid and not otherwise revoked, hereunto sets her signature this the _____ day of _____, 2020

SANDRA JO TUCKER, as attorney-in-fact for THOMAS TUCKER

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that SANDRA JO TUCKER, as attorney-in-fact for THOMAS TUCKER whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said THOMAS TUCKER.

Given under my hand, this the _____ day of _____, 2020

NOTARY PUBLIC
My Commission Expires _____

File Attachments for Item:

25. R20-002476 - PUBLIC NUISANCE - 7310 PARKWAY DR

CITY OF LEEDS RESOLUTION 20-002476

RESOLUTION IN DETERMINATION OF CERTAIN CONDITIONS TO BE AN ANNOYANCE AND PUBLIC NUISANCE IN VIOLATION OF CHAPTER 32 OF THE CODE OF ORDINANCES, FOR THE CITY OF LEEDS, AL.

WHEREAS, in accordance with, without limitation, Code of Ordinances for the city of Leeds, Alabama Chapter 32, §11-47-117, and 11-67-60 to 11-67-67 Code of Alabama 1975 (cumulatively referred to as the "Law"), the City Council of the City of Leeds has the authority to determined that certain conditions upon certain properties in the city of Leeds are offensive, produce an annoyance, constitute a threat to the general public health, safety and welfare of the City of Leeds, Alabama and are in fact a public nuisance; and

WHEREAS, employees or agents of the City of Leeds have identified certain conditions to be a nuisance in violation of the law as existing on certain property at 7310 PARKWAY DR LEEDS, AL 35094, Parcel ID: 2500202001042000 which is identified in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, in accordance wit the Law, the City Council of the City of Leeds, after considering the report and the associated notices as presented by staff, may find that the subject conditions identified by the supporting information and documentation related to the subject Property(ies) are a public nuisance and order the immediate abatement of such conditions; and

WHEREAS, the City Council of the City of Leeds may hold a public hearing if requested by the property owner to have the opportunity of being heard and to discusses the conditions as presented; and

WHEREAS, in accordance with the Law, the City of Leeds is to keep an account of the cost of abating or removing the nuisance on any such property when the owner fails to comply with the provided notices; and

WHEREAS, in accordance with the Law, the City Council of the City of Leed desires to make a determination as to whether or not a public nuisance actually exists at the subject Property(ies), based on the information as presented, and potentially order the abatement of any such nuisance(s).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds follows:

1. All of the Recitals above are true and correct and are hereby incorporated herein as if fully set forth
2. The conditions identified by the Notice(s) of the Public Nuisance, in relation to the Property(ies) identified on the report as Attached hereto as Exhibit A including the requisite notices and supporting information as provided to the Property owner and posted at the Property, and all hereby declared to be a public nuisance in the City of Leeds.
3. The identified public nuisance(s) is relation to the subject Property(ies) shall be abated and/or removed by the City, if necessary, with costs assessed to the subject Property.
4. City staff is to create a report of the related costs for abating or removing any remaining nuisance(s) from the Property and to provide such report back to the City Council for approval of the costs related to the same.
5. The provisions of the Resolution are severable. If any part of the Resolution is determined to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this Resolution.
6. The City Budget is amended to fund the deceleration of public Nuisance abatements.

ADOPTED and APPROVED this the 12/14/2020
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

ATTEST:

Toushi Arbitelle,
CITY CLERK

DATE

AYES _____

NAYS _____

ABSENT FROM
VOTING _____

ABSTAIN _____

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on 12/14/2020

Toushi Arbitelle, City Clerk

File Attachments for Item:

26. R20-002372 - PUBLIC NUISANCE - 7114 TRAMWAY CRT

CITY OF LEEDS RESOLUTION 20-002372

RESOLUTION IN DETERMINATION OF CERTAIN CONDITIONS TO BE AN ANNOYANCE AND PUBLIC NUISANCE IN VIOLATION OF CHAPTER 32 OF THE CODE OF ORDINANCES, FOR THE CITY OF LEEDS, AL.

WHEREAS, in accordance with, without limitation, Code of Ordinances for the city of Leeds, Alabama Chapter 32, §11-47-117, and 11-67-60 to 11-67-67 Code of Alabama 1975 (cumulatively referred to as the "Law"), the City Council of the City of Leeds has the authority to determined that certain conditions upon certain properties in the city of Leeds are offensive, produce an annoyance, constitute a threat to the general public health, safety and welfare of the City of Leeds, Alabama and are in fact a public nuisance; and

WHEREAS, employees or agents of the City of Leeds have identified certain conditions to be a nuisance in violation of the law as existing on certain property at 7114 TRAMWAY CT LEEDS, AL 35094, Parcel ID: 2500202003018000 which is identified in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, in accordance wit the Law, the City Council of the City of Leeds, after considering the report and the associated notices as presented by staff, may find that the subject conditions identified by the supporting information and documentation related to the subject Property(ies) are a public nuisance and order the immediate abatement of such conditions; and

WHEREAS, the City Council of the City of Leeds may hold a public hearing if requested by the property owner to have the opportunity of being heard and to discusses the conditions as presented; and

WHEREAS, in accordance with the Law, the City of Leeds is to keep an account of the cost of abating or removing the nuisance on any such property when the owner fails to comply with the provided notices; and

WHEREAS, in accordance with the Law, the City Council of the City of Leed desires to make a determination as to whether or not a public nuisance actually exists at the subject Property(ies), based on the information as presented, and potentially order the abatement of any such nuisance(s).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds follows:

1. All of the Recitals above are true and correct and are hereby incorporated herein as if fully set forth
2. The conditions identified by the Notice(s) of the Public Nuisance, in relation to the Property(ies) identified on the report as Attached hereto as Exhibit A including the requisite notices and supporting information as provided to the Property owner and posted at the Property, and all hereby declared to be a public nuisance in the City of Leeds.
3. The identified public nuisance(s) is relation to the subject Property(ies) shall be abated and/or removed by the City, if necessary, with costs assessed to the subject Property.
4. City staff is to create a report of the related costs for abating or removing any remaining nuisance(s) from the Property and to provide such report back to the City Council for approval of the costs related to the same.
5. The provisions of the Resolution are severable. If any part of the Resolution is determined to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this Resolution.
6. The City Budget is amended to fund the deceleration of public Nuisance abatements.

ADOPTED and APPROVED this the 12/14/2020
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

ATTEST:

Toushi Arbitelle,
CITY CLERK

DATE

AYES _____

NAYS _____

ABSENT FROM
VOTING _____

ABSTAIN _____

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on 12/14/2020

Toushi Arbitelle, City Clerk

File Attachments for Item:

27. R20-002225 - PUBLIC NUISANCE - 1332 BEECH ST

222

CITY OF LEEDS RESOLUTION 20-002225

RESOLUTION IN DETERMINATION OF CERTAIN CONDITIONS TO BE AN ANNOYANCE AND PUBLIC NUISANCE IN VIOLATION OF CHAPTER 32 OF THE CODE OF ORDINANCES, FOR THE CITY OF LEEDS, AL.

WHEREAS, in accordance with, without limitation, Code of Ordinances for the city of Leeds, Alabama Chapter 32, §11-47-117, and 11-67-60 to 11-67-67 Code of Alabama 1975 (cumulatively referred to as the "Law"), the City Council of the City of Leeds has the authority to determined that certain conditions upon certain properties in the city of Leeds are offensive, produce an annoyance, constitute a threat to the general public health, safety and welfare of the City of Leeds, Alabama and are in fact a public nuisance; and

WHEREAS, employees or agents of the City of Leeds have identified certain conditions to be a nuisance in violation of the law as existing on certain property at 1332 BEECH ST LEEDS, AL 35094, Parcel ID: 2500224000005000 which is identified in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, in accordance wit the Law, the City Council of the City of Leeds, after considering the report and the associated notices as presented by staff, may find that the subject conditions identified by the supporting information and documentation related to the subject Property(ies) are a public nuisance and order the immediate abatement of such conditions; and

WHEREAS, the City Council of the City of Leeds may hold a public hearing if requested by the property owner to have the opportunity of being heard and to discusses the conditions as presented; and

WHEREAS, in accordance with the Law, the City of Leeds is to keep an account of the cost of abating or removing the nuisance on any such property when the owner fails to comply with the provided notices; and

WHEREAS, in accordance with the Law, the City Council of the City of Leed desires to make a determination as to whether or not a public nuisance actually exists at the subject Property(ies), based on the information as presented, and potentially order the abatement of any such nuisance(s).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds follows:

1. All of the Recitals above are true and correct and are hereby incorporated herein as if fully set forth
2. The conditions identified by the Notice(s) of the Public Nuisance, in relation to the Property(ies) identified on the report as Attached hereto as Exhibit A including the requisite notices and supporting information as provided to the Property owner and posted at the Property, and all hereby declared to be a public nuisance in the City of Leeds.
3. The identified public nuisance(s) is relation to the subject Property(ies) shall be abated and/or removed by the City, if necessary, with costs assessed to the subject Property.
4. City staff is to create a report of the related costs for abating or removing any remaining nuisance(s) from the Property and to provide such report back to the City Council for approval of the costs related to the same.
5. The provisions of the Resolution are severable. If any part of the Resolution is determined to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this Resolution.
6. The City Budget is amended to fund the deceleration of public Nuisance abatements.

ADOPTED and APPROVED this the 12/14/2020
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

ATTEST:

Toushi Arbitelle,
CITY CLERK

DATE

AYES _____

NAYS _____

ABSENT FROM
VOTING _____

ABSTAIN _____

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on 12/14/2020

Toushi Arbitelle, City Clerk