AN ORDINANCE OF LEASE EXECUTION AGREEMENT
4013 HELENA ROAD

ORDINANCE 995-2024

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HELENA. ALABAMA, as follows:

SECTION 1.
It is hereby established and declared that the following described real property of the city of Helena, Alabama, is no longer needed for public or municipal purposes, to-wit:

> The north one-half (1/2) of Lot 1 in Block 2 according to the map of Town of Helena, Alabama, as drawn by Joseph Squire, as recorded in Map Book 3, page 121, in the Probate Office of Shelby County, Alabama.

Shelby County, Alabama Tax Parcel Number: 13 5 15 3 004 001.000

Also commonly referred to as 4013 Helena, Road, Helena, AL 35080

SECTION 2.
The city of Helena, Alabama, having received an offer from Estimated Profits LLC to lease that real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the city of Helena, Alabama, to lease said real property to Estimated Profits, LLC under the following terms and conditions, to-wit:

> TERMS ARE ATTACHED TO THIS ORDIANCE AS EXHIBIT A

SECTION 3.
Pursuant to the authority granted by Section 11-47-21 of the Code of Alabama of 1975, the mayor of the city of Helena, Alabama, is hereby directed to execute said agreement in the name of the city of Helena, Alabama.

SECTION 4. ENFORCEMENT
This ordinance shall become effective immediately upon its adoption and publication as required by law. ADOPTED AND APPROVED THIS THE 8th DAY OF JULY, 2024.

Ordinance Number 995-2024

APPROVED AND ADOPTED THIS 8TH DAY OF JULY, 2024.

[SEAL]

CITY OF HELENA
CITY SEAL
INCORPORATED
07/06/1917
HELENA, AL

J. Brian Puckett, Mayor

Chris Willis, Council Member

Chris VanCleave, Council Member

Alice Lobell, Council President

Laura Joseph, Council Member

-ABSENT
Harold Woodman, Council Member

ATTEST:

Kimberley Rollan, Acting Clerk

STATE OF ALABAMA
SHELBY COUNTY

I, Kimberley Rollan, Acting Clerk of the City of Helena, do hereby certify that the above is a true correct copy of Ordinance Number 995-2024 duly adopted by the Council of the City of Helena at its meeting held 24th day of June 2024, and as same appears of record in the ordinance records of said City, and approved by the Mayor and City Council on 8th day of July 2024.

Given under my hand and corporate seal of the City of Helena, this the 8th day of July 2024.

[SEAL]

CITY OF HELENA
CITY SEAL
INCORPORATED
07/06/1917
HELENA, AL

Kimberley Rollan, Acting Clerk

CERTIFICATION

I, Kimberley Rollan, the Acting Clerk of the City of Helena, Alabama, do hereby certify that the within Ordinance Number 995-2024 is a true copy as recited in the said City Clerk's Minute Book and posted by me as provided by law in three public places in said City, being on the bulletin board of the City Hall, on our website www.cityofhelena.org, and in the Helena Public Library in said City, that said Ordinance shall become a duly lawful Ordinance of said City on the 8th day of July 2024, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 8th day of July 2024.

[SEAL]

CITY OF HELENA
CITY SEAL
INCORPORATED
07/06/1917
HELENA, AL

Kimberley Rollan, Acting Clerk

ORIGINAL

LEASE TO PURCHASE OPTION AGREEMENT

This commercial lease agreement dated the 8th day of July, 2024, is by and between the **City of Helena**, an Alabama Municipality, or its assigns (hereinafter referred to as "Landlord/Seller") and **Estimate Profits, LLC**, an Alabama Limited Liability Corporation (hereinafter referred to as "Tenant/Buyer).

Landlord/Seller is the owner of land and improvements commonly known and numbered as **4013 Helena Road, Helena, AL 35080,** and legally described as follows (hereinafter referred to as the "Premises/Property"):

> The north one-half (1/2) of Lot 1 in Block 2 according to the map of Town of Helena, Alabama, as drawn by Joseph Squire, as recorded in Map Book 3, page 121, in the Probate Office of Shelby County, Alabama.

Landlord/Seller desires to lease the Premises/Property to Tenant/Buyer, and Tenant/Buyer desires to lease the Premises/Property for the herein described term, at the agreed rental rate and subject to the covenants, conditions, and provisions herein set forth.

Landlord/Seller desires to grant to the Tenant/Buyer an Exclusive Option to Purchase the Premises/Property, for the agreed upon price, and subject to the covenants, conditions, and provisions herein set forth.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Lease to Purchase Option Agreement (hereinafter the "Agreement") shall govern the Tenant/Buyer's rights to rent, lease, and purchase the Premises/Property from the Landlord/Seller, and the rights and obligations of the Landlord/Seller in respect to the Premises/Property.

NOW, THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

COMMERCIAL LEASE AGREEMENT

1. **Term**.

A. Landlord/Seller hereby leases the Premises/Property to Tenant/Buyer, and Tenant/Buyer hereby leases the same from Landlord/Seller, for an "Initial Term" of 24 months, beginning August 1st, 2024, and ending July 31st, 2026, unless ended by other provisions of this Agreement. Landlord/Seller shall use its best efforts to give Tenant/Buyer possession as soon as possible after the execution of this agreement for purposes of the Tenant/Buyer to begin renovating and remodeling, but shall in any case the Landlord shall give possession no later than August 1st, 2024. If Landlord/Seller is unable to timely provide the Premises/Property, rent shall abate for the period of delay. Tenant/Buyer shall make no other claim against Landlord/Seller for any such delay.

B. Tenant/Buyer may renew the Lease at the end of the 24-month Initial Term, and at the end of each subsequent 24-month Term, if applicable. Tenant/Buyer shall exercise such renewal option, if at all, by giving written notice to Landlord/Seller not less than ninety (90) days prior to the expiration of the term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Agreement.

i. In the event Tenant/Buyer renews the lease for an extended term, the Landlord/Seller shall be relieved of the obligation to honor the purchase option to the Tenant/Buyer.

2. **Rental**.

A. Tenant/Buyer shall pay to Landlord/Seller during the Term a rental amount of $30,000.00 (Thirty Thousand Dollars and No Cents) per year, payable in installments of $2,500.00 (Two Thousand Five Hundred Dollars and No Cents) per month.

B. Each installment payment shall be due in advance on the 10th day of each calendar month during the Initial Term to Landlord/Seller at "City of Helena, 816 Highway 52 East, Helena, AL 35080" or at such other place designated by written notice from Landlord/Seller or Tenant/Buyer. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

C. The rental for any renewal lease term, if created as permitted under this Lease, shall be the same as the Initial Term and rental rate.

D. For a period not to exceed seven (7) months from the beginning of the Initial Term and while the Tenant/Buyer is renovating/remodeling the Property/Premises to suit the intended use, the Landlord/Seller agrees to a "grace period" in that no rent shall be paid nor owed.

E. In the event that all renovation and remodeling is completed and the Premises/Property is made operational, then rent shall begin in the following month.

F. "Operational" shall be defined as the City of Helena issuing a Certificate of Occupancy and Tenant/Buyer setting an opening date.

3. **Use**

The Tenant/Buyer intends to use the Premises/Property as a brewery/bar/restaurant, and shall further use the Premises/Property for any lawful retail, service, trade, event, or any general commercial purpose not inconsistent with current and future City of Helena zoning requirements.

4. **Sublease and Assignment**.

Landlord/Seller shall have the right to assign or sell the Premises/Property and SUBJECT to this Agreement, and all provisions thereto, including the Purchase Option and all terms. Landlord/Seller shall not assign or sell their rights in or to the Premises/Property without Tenant/Buyer's consent, such consent not to be unreasonably withheld or delayed.

Tenant/Buyer shall have the right, without Landlord/Seller's consent, to assign this Lease Agreement to a corporation with which Tenant/Buyer may merge or consolidate, to any subsidiary of Tenant/Buyer, to any corporation under common control with Tenant/Buyer, or to a purchaser of substantially all of Tenant/Buyer's assets. Except as set forth above, Tenant/Buyer shall not sublease all or any part of the leased Premises/Property, or assign this Lease Agreement in whole or in part without Landlord/Seller's consent, such consent not to be unreasonably withheld or delayed.

5. **Repairs**.

During the Lease term, Tenant/Buyer shall make, at Tenant/Buyer's expense, all necessary repairs to the Leased Premises/Property. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises/Property damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease Agreement.

6. **Alterations and Improvements**.

Tenant/Buyer, at Tenant/Buyer's expense, shall have the right to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises/Property from time to time as Tenant/Buyer may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant/Buyer shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased Premises/Property, and fasten the same to the Premises/Property. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant/Buyer at the commencement of the Lease term or placed or installed on the Leased Premises/Property by Tenant/Buyer thereafter, shall remain Tenant/Buyer's property free and clear of any claim by Landlord/Seller. Tenant/Buyer shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises/Property caused by such removal shall be repaired by Tenant/Buyer at Tenant/Buyer's expense.

In the event that the Tenant/Buyer does not exercise the Purchase Option, the Tenant/Buyer agrees that all improvements permanently affixed to the property shall remain. This provision does not operate to include bar/brewery/restaurant equipment, appliances, machinery, appurtenances, and accessories affiliated with bar-craft, brewing, or food service, whether permanently or temporarily affixed.

7. **Property Taxes**.

Landlord/Seller shall pay, prior to the beginning of the Initial Term, all general real estate taxes and installments of special assessments being due, and all personal property taxes with respect to Landlord/Seller's personal property, if any, on the Leased Premises/Property. Tenant/Buyer shall be responsible for paying all general real estate taxes and installments of special assessments coming due during the Initial Term. Landlord/Seller shall be assessed by the governing authority and shall send notice of such assessment to Tenant/Buyer within 10 days of receipt.

8. **Insurance**.

A. If any part of the Leased Premises/Property is damaged by fire or other casualty resulting from any act or negligence of Tenant/Buyer or any of Tenant/Buyer's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant/Buyer shall be responsible for the costs of repair not covered by insurance.

B. Landlord/Seller shall maintain fire and extended coverage insurance on the Building and the Leased Premises/Property in such amounts as Landlord/Seller shall deem appropriate. Tenant/Buyer shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises/Property.

C. Tenant/Buyer and Landlord/Seller shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord/Seller, such insurance to afford minimum protection of not less than $1,000,000 (One Million Dollars and No Cents) combined single limit coverage of bodily injury, property damage or combination thereof. Landlord/Seller shall be listed as an additional insured on Tenant/Buyer's policy or policies of comprehensive general liability insurance, and Tenant/Buyer shall provide Landlord/Seller with current Certificates of Insurance evidencing Tenant/Buyer's compliance with this Paragraph. Tenant/Buyer shall obtain the agreement of Tenant/Buyer's insurers to notify Landlord/Seller that a policy is due to expire at least ten (10) days prior to such expiration. Landlord/Seller shall not be required to maintain insurance against thefts within the Leased Premises/Property or the Building.

9. **Utilities.**

Tenant/Buyer shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant/Buyer on the Premises/Property during the term of this Lease unless otherwise expressly agreed in writing by Landlord/Seller. In the event that any utility or service provided to the Premises/Property is not separately metered, Landlord/Seller shall pay the amount due and separately invoice Tenant/Buyer for Tenant/Buyer's pro rata share of the charges. Tenant/Buyer shall pay such amounts within fifteen (15) days of invoice.

10. **Signs**.

Following Landlord/Seller's consent, Tenant/Buyer shall have the right to place on the Premises/Property, at locations selected by Tenant/Buyer, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord/Seller may refuse consent to any proposed signage that is, in Landlord/Seller's opinion, too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises/Property or use of any other Tenant/Buyer. Landlord/Seller shall assist and cooperate with Tenant/Buyer in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant/Buyer to place or construct the foregoing signs. Tenant/Buyer shall repair all damage to the Premises/Property resulting from the removal of signs installed by Tenant/Buyer.

11. **Entry**.

Landlord/Seller shall have the right to enter upon the Premises/Property at reasonable hours to inspect the same, provided Landlord/Seller shall not thereby unreasonably interfere with Tenant/Buyer's business on the Premises/Property.

12. **Parking**.

During the term of this Lease Agreement, Tenant/Buyer shall have the exclusive use of parking spaces that are included in the Metes & Bounds of the Property, as stated in the Legal Description of the Property, and as identified in a qualified survey to be performed at the Tenant/Buyer's expense, and provided to the Landlord/Seller.

During the term of this Lease, Tenant/Buyer shall have the non-exclusive use of parking spaces held in common with Landlord/Seller, other adjacent and appurtenant businesses near the Property, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord/Seller.

Tenant/Buyer acknowledges public-parking adjacent to the Property, the use of which shall be "first-come, first-served" on any public parking, for so long as no use of public parking shall interfere with the Tenant/Buyer's business, nor any other adjacent businesses.

Tenant/Buyer shall not be responsible for the enforcement of their patrons', guests', or invitees' parking on non-exclusive parking spaces, or public parking spaces.

13. **Damage and Destruction**.

Subject to Section 8-A above, if the Premises/Property or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant/Buyer's purposes, then Tenant/Buyer shall have the right within ninety (90) days following damage to elect by notice to Landlord/Seller to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Premises/Property, and if such damage does not render the Premises/Property unusable for Tenant/Buyer's purposes, Landlord/Seller shall promptly repair such damage at the cost of the Landlord/Seller. In making the repairs called for in this paragraph, Landlord/Seller shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord/Seller. Tenant/Buyer shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises/Property are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant/Buyer's purposes. Rentals and other charges paid in advance for any such periods shall be credited on ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant/Buyer. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant/Buyer's reasonable control and which renders the Premises/Property, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant/Buyer's purposes.

14. **Default**.

If default shall at any time be made by Tenant/Buyer in the payment of rent when due to Landlord/Seller as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant/Buyer by Landlord/Seller, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant/Buyer, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant/Buyer by Landlord/Seller without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord/Seller may declare the term of this Lease ended and terminated by giving Tenant/Buyer written notice of such intention, and if possession of the Premises/Property is not surrendered, Landlord/Seller may reenter said Premises/Property. Landlord/Seller shall have, in addition to the remedy above provided, any other right or remedy available to Landlord/Seller on account of any Tenant/Buyer default, either in law or equity. Landlord/Seller shall use reasonable efforts to mitigate its damages.

15. **Quiet Possession**.

Landlord/Seller covenants and warrants that upon performance by Tenant/Buyer of its obligations hereunder, Landlord/Seller will keep and maintain Tenant/Buyer in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises/Property during the term of this Lease Agreement.

16. **Condemnation**.

If any legally constituted authority condemns the building or such part thereof which shall make the Premises/Property unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord/Seller and Tenant/Buyer shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. **Subordination.**

Landlord/Seller affirms and acknowledges that the Premises/Property are not subject to any mortgage and owns the property free and clear in fee simple.

18. **Notice**.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord/Seller to:

City of Helena
816 Highway 52 East
Helena, AL 35080

If to Tenant/Buyer to:

Estimated Profits, LLC
c/o Jason Pruitt
812 Rosebury Road
Helena, AL 35080

Landlord/Seller and Tenant/Buyer shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. **Brokers**.

Tenant/Buyer represents that Tenant/Buyer was not shown the Premises/Property by any real estate broker or agent and that Tenant/Buyer has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

20. **Waiver**.

No waiver of any default of Landlord/Seller or Tenant/Buyer hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord/Seller or Tenant/Buyer shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. **Memorandum of Lease**.

The parties hereto contemplate that this full Lease Agreement should not and shall not be filed for record, but in lieu thereof, Landlord/Seller and Tenant/Buyer shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease regarding the Purchase Option.

22. **Headings**.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. **Successors**.

The provisions of this Lease shall extend to and be binding upon Landlord/Seller and Tenant/Buyer and their respective legal representatives, successors and assigns.

24. **Consent**.

Landlord/Seller shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord/Seller's consent is required or desirable under this Lease.

25. **Performance**.

If there is a default with respect to any of Landlord/Seller's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant/Buyer to Landlord/Seller specifying the default, Tenant/Buyer may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant/Buyer shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the Landlord/Seller of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant/Buyer's receiving full reimbursement, Landlord/Seller shall pay the unreimbursed balance plus accrued interest to Tenant/Buyer on demand.

26. **Compliance with Law**.

Tenant/Buyer shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant/Buyer's use of the Leased Premises/Property. Landlord/Seller shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises/Property.

27. **Final Agreement**.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. **Governing Law**.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alabama.

29. **Severability**.

If any provision of this Lease Agreement will be held invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

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OPTION TO PURCHASE

1. **TERM OF OPTION**. This option to purchase shall commence on the 1st day of August 2024, and shall expire at 12 o'clock midnight on the 31st day of July, 2026.

2. **EXCLUSIVITY OF OPTION**. This option to purchase is exclusive and cannot be unilaterally assigned. Any attempted assignment, delegation, transfer or conveyance of this option to purchase, or attempted sale, conveyance, or transfer or the Premises/Property, without the Tenant/Buyer's express written permission is void.

3. **ACCELERATION OF OPTION**. The Tenant/Buyer shall have the right to accelerate the Purchase of the Premises/Property within the Initial Term of the Lease Agreement. Such acceleration shall be noticed to the Landlord/Seller in writing.

4. **NOTICE REQUIRED TO EXERCISE OPTION**. Tenant/Buyer may only exercise this option to purchase by delivering written notice of intent to purchase to Landlord/Seller. Such notice must specify a closing date to occur prior to the original Termination Date set forth in the Lease Agreement or the option expiration date set forth in paragraph 1 herein above, whichever is later in time.

5. **OPTION CONSIDERATION**. Tenant/Buyer shall remit option consideration in the sum of $100.00 (One Hundred Dollars and No Cents) to Landlord/Seller upon execution of this Option to Purchase Agreement, which amount is non-refundable. In the event Tenant/Buyer timely exercises this option, is not in default of the Lease Agreement and actually closes the conveyance of the Property, the option consideration shall be credited to the purchase price at closing. If Tenant/Buyer fails to exercise this option, defaults in the Lease Agreement or fails to close the conveyance, the option fee shall not be refunded.

6. **PURCHASE PRICE**. The total purchase price for the Property pursuant to this Option to Purchase Agreement is $364,000.00 (Three Hundred Sixty-Four Thousand Dollars and No Cents).

    i. If Tenant/Buyer timely exercises this option, is not in default of the Lease Agreement, and closes the conveyance of the Property, the Tenant/Buyer shall be credited, at closing, the sum of $1,250.00 (One Thousand Two Hundred Fifty Dollars and No Cents) from each monthly lease payment if every monthly lease payment was timely remitted to Landlord/Seller pursuant to the Lease Agreement.

7. **CLOSING AND SETTLEMENT**. Closing and settlement shall be at a title company designated by the Landlord/Seller. All closing costs and any points, fees and/or charges imposed by the Tenant/Buyer's lender shall be the sole responsibility of the Tenant/Buyer. Landlord/Seller shall only be responsible for its pro-rated share of the *ad valorem* taxes due as of the date of closing.

   IT IS THE TENANT/BUYER'S SOLE RESPONSIBILITY TO ARRANGE FINANCING FOR THE TRANSACTIONS. LANDLORD/SELLER HAS MADE NO REPRESENTATIONS TO TENANT/BUYER REGARDING THE AVAILABILITY OF FINANCING OF TENANT/BUYER'S ABILITY TO QUALIFY FOR FINANCING.

8. **REMEDIES UPON DEFAULT**. (a) In the event of any default by Tenant/Buyer of this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Landlord/Seller at law or in equity, Landlord/Seller shall have the option to terminate this Option to Purchase Agreement and all rights hereunder by giving written notice of termination. Tenant/Buyer is not entitled to any refund of rent or option consideration whatsoever. (b) All of the terms and conditions of the Lease Agreement must be complied with in order for this option to be enforceable. In the event this Option to Purchase Agreement conflicts with any part of the corresponding Lease Agreement, the terms and conditions of this Option to Purchase Agreement shall be superior and prevail.

9. **COMMISSIONS**. There will be no real estate commissions paid as a result of this transaction.

10. **MODIFICATION**. Any modification of any portion of this Option to Purchase Agreement must be made in writing signed by both parties.

11. **REFERENCES IN WORDING**. Plural references made to the parties involved in this Option to Purchase Agreement may also be singular, and single references may be plural. These references may also apply to Landlord/Seller and Tenant/Buyer heirs, executors, administrators, successors as the case may be.

12. **TIME OF PERFORMANCE**. Time is of the essence in this Option to Purchase Agreement.

13. **ENTIRE AGREEMENT**. As written, this Option to Purchase Agreement constitutes the final, entire agreement between the Tenant/Buyer and Landlord/Seller. They have made no further promises of any kind to one another, nor have they reached any other understandings, either written or oral.

14. **FINANCING DISCLAIMER**. The parties to this Option to Purchase Agreement acknowledge that speculation of availability of financing or assumption of existing loans towards the purchase of this property is impossible to predict. Therefore the parties agree that these items shall not be a condition of performance of this Option to Purchase Agreement, and the parties agree they have not relied upon any representation or warranties by either parties.

15. **ACKNOWLEDGMENT**. The undersigned Tenant/Buyer hereby acknowledges that they have read this Option to Purchase Agreement, understand it, agree to it and have been given an executed copy. This Option to Purchase Agreement is not to be recorded in the property records unless express permission is granted by the Landlord/Seller. Tenant/Buyer were advised, and had opportunity to, seek advice of legal, tax, technical expertise professionals of their own selection and any other counsel of their choosing concerning this contract prior to signing.

16. **CHOICE OF LAW AND VENUE**. This Option to Purchase Agreement shall be construed according to the laws of the State of Alabama and is executed in Shelby County, Alabama. All parties agree that the venue for any dispute regarding this Option to Purchase Agreement shall be Shelby County, Alabama.

17. **SEVERABILITY.** If any provision of this Option to Purchase Agreement will be held invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Option to Purchase Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

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As to Landlord/Seller this 8TH day of JULY, 2024.

LANDLORD/SELLER:

Sign:

Print: BRIAN PUCKETT

Date: 7-8-2024

As to Tenant/Buyer, this 8th day of July, 2024.

TENANT/BUYER:

Sign:

Print: Jason Pruitt

Date: 7/8/2024