

RESOLUTION NO. _____

WHEREAS, the City of Dothan desires to lease available space in the Wiregrass Innovation Center located at 122 Museum Avenue to tenants; and

WHEREAS, Advantage Consulting and Solutions, LLC/Kelvin Seldon requests to rent certain space and has agreed to negotiated lease terms and conditions as detailed in the workspace rental agreements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama as follows:

Section 1. That the City of Dothan enters into workspace rental agreements with Advantage Consulting and Solutions, LLC/Kelvin Seldon to lease certain space in the Wiregrass Innovation Center located at 122 Museum Avenue with the terms and conditions set forth in the workspace rental agreements, which said agreements are attached and made part of this resolution.

Section 2. That the Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to sign said agreements and any associated documents for the City of Dothan.

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

WORKSPACE RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made between CITY OF DOTHAN (“Landlord”) and Advantage Consulting and Solutions, LLC, a limited liability company, and Kelvin Seldon, an individual (collectively, “Tenant”), who agree as follows:

1. Landlord does hereby rent a workspace as described herein to Tenant, and Tenant hereby rents from Landlord, the following space in the Wiregrass Innovation Center (WIC) located at 122 Museum Avenue Dothan, Alabama 36303:

Workspace located in private office #329, as shown in Exhibit A (Floor Plan).

2. This agreement begins on _____ [TBD] _____ and terminates on _____ [TBD] _____. In the event that Tenant remains as a Tenant past this termination date, then Tenant shall become a month-to-month tenant bound by the same terms herein until the parties execute a new Lease.

3. Tenant shall pay Landlord monthly rent of \$344.00, payable monthly in advance.

4. Either Tenant or Landlord may terminate this Agreement by giving the other party with written notice at least ninety (90) days. No rent shall be prorated at the expenses of tenant. No refunds will be made for Tenants moving out before the end of the month.

5. Landlord shall at its own expense provide the utilities, and office fixtures and internet for the rented premises. Telephone is available as an add-on.

6. Tenant further agrees that:

a. It will return possession of the rented premises in the same or comparable condition as at the time of the execution of the document, reasonable wear and tear expected. Tenant shall commit no damage or waste to the rented premises.

b. It shall not assign or sub-let or allow any other person to occupy the rented premises without Landlord’s prior written consent.

c. It shall not make any material or structural alterations to the rented premises without Landlord’s prior written consent.

d. It shall comply with all building, zoning, and health codes and other applicable laws for said rented premises.

e. It shall not conduct a business deemed hazardous or a nuisance, or requiring an increase in fire insurance premiums. Tenant warrants the rented premises shall be used only for office space.

f. In the event of any breach of this Agreement including, but not limited to the non-payment of rent or other agreed charge, Landlord shall have full rights to terminate this Agreement in accordance with state law and re-enter and claim possession of the rented premises, in addition to such other remedies available to Landlord arising from said breach.

g. Any property of the tenant left on the premises for more than 30 days after the lease has expired or the tenant is absent shall become property of the landlord and may be disposed of at the landlord’s discretion.

h. Copier will be provided for each floor. Tenant shall be allowed a reasonable number of copies, determination of which is at the discretion of landlord.

7. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

8. Tenant will abide by all rules and regulations and terms and conditions as set out in Exhibits B (Building Rules and Regulations), Exhibit C (Parking Rules and Regulations) and Exhibit D (Lab Rules and Regulations) attached to this agreement.

9. In the event that Tenant fails to pay within ten (10) days of the date due and payable any monthly rental installment of Rent, Tenant shall pay to Landlord, to the fullest extent permitted by applicable law, a late charge of up to ten percent (10%) of the amount due and unpaid in order to compensate Landlord for the costs and expenses of administering, handling and processing late payments.

10. In the event Tenant fails to pay within thirty (30) days after the same is due and payable any monthly rental installment of Rent, or any other sum or charge required to be paid by Tenant to Landlord as additional rent, such unpaid amount shall bear interest from the due date thereof to the date of payment at the annual percentage rate of interest (the "Delinquency Interest Rate") equal to 1.5% Monthly rent.

11. Tenant shall, at its sole cost and expense, procure or obtain any and all necessary permits, licenses, or other authorizations required for lawful and proper use, occupation and management of the Premises, including, but not limited to, City of Dothan business licenses. Tenant shall provide copies thereof to Landlord upon request.

IN WITNESS WHEREOF, the parties have signed this Agreement on this the _____ day of _____, _____.

TENANT:

CITY OF DOTHAN

Kelvin Seldon

By: _____
Mark Saliba

Individually and as President of
Advantage Consulting and
Solutions, LLC

Its: MAYOR, CITY OF DOTHAN

Date: _____

Date: _____

CITY OF DOTHAN LEASE AGREEMENT

EXHIBIT A - Premises Floor Plan

[Forthcoming]

CITY OF DOTHAN LEASE AGREEMENT
EXHIBIT B – Building Rules and Regulations

1. Sidewalks and public portions of the Building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls, shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No curtains, blinds, shades, louvered openings, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Tenant. No bottles, parcels, or other articles nor shall be placed on the window sills.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls [nor on any part of the inside of the Premises or Building that are visible from the outside of the Premises or Building, as the case may be.] Signs on entrance door or doors shall conform to Building standard signs. Signs on doors shall, at Tenant's expense, be inscribed, painted, or affixed by sign markers approved and provided by Landlord. Landlord may, if Tenant violates this provision, remove same without any liability, and any expense incurred in such removal shall be payable by Tenant.

4. Water closets and other plumbing fixtures shall not be used for any purpose other than for which they were constructed. No sweepings, rubbish, rags, feminine hygiene products, or other substances shall be disposed of in the plumbing fixtures. All damage resulting from any misuse of the fixtures by Tenant shall be borne by Tenant.

5. Tenant shall not mark, paint, drill into, or in any way deface the Premises or Building. No boring, cutting, or stringing of wires. Laying of floor coverings shall not be permitted, except with the prior written consent of the Landlord.

6. No bicycles, vehicles, or animals (except seeing eye dogs) shall be brought into or kept in the building.

7. Microwave will be provided for reheating food or light snacks. No other cooking shall be permitted, including, but not limited to, use of hot plates, bunson burners, or other similar equipment whether designed for cooking or not. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate into the Building. No refrigerators or other similar items shall be allowed without written permission of the Landlord.

8. Tenant shall not make, or permit to be made, any disturbing noises or disturb or interfere with other occupants of the Building.

9. Neither Tenant, nor any of Tenant's agents, employees, contractors, licensees, or invitees, shall at any time put up or operate fans, electrical space heaters, microwave ovens, or mini refrigerators. Further Tenant shall not bring or keep upon the Premises flammable, combustible or explosive fluid, or chemical substance, except in connection with the permitted use of the Premises. All such fluids, chemicals, and substances shall be transported, stored, used and disposed of in compliance with all applicable laws and regulations.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall, upon termination of its tenancy, restore to Landlord all keys, access cards/badges of offices, labs, storage or other rooms and water closets. Tenant shall pay to Landlord the cost of any replacement keys.

11. All moves in or out of the Premises, including but not limited to, the carrying in or out of any safes, freight, furniture, or bulky matter of any description, must take place during the hours which Landlord determines for such activity from time to time.

12. Reserving conference room space shall be on a first come first serve basis. This will be done through Hudson Alpha. Tenant will ensure that movers take necessary measures required by Landlord to protect the Building (e.g., windows, carpets, walls, doors and elevator cabs) from damage. Tenants will observe all weight restrictions while using elevators. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates these Rules or the Lease.

13. Tenant shall not place any furniture, accessories, or other materials on any outdoor areas located within or adjacent to the Premises other than furniture supplied by Landlord specifically for such purpose without having obtained Landlord's express written approval thereof in each instance.

14. Landlord shall have the right to prohibit advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability as a building for offices. Upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to exclude from the Building all persons who do not present a pass to the Building signed by Tenant. Tenant shall be responsible for all persons to whom it issues such a pass and shall be liable to Landlord for all acts of such persons.

16. The Premises shall not be used for lodging or sleeping.

17. Landlord shall respond to Tenant service requests within a reasonable time after submission thereof. All such requests should be made to the building's reception desk.

18. Canvassing, soliciting, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

19. If allowed by Landlord All paneling or other wood products not considered furniture shall be of fire retardant materials. Before installation of such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord, in a manner satisfactory to Landlord.

20. Landlord will provide cleaning services for common area. Tenant shall maintain their own area at a level to the satisfaction of Landlord. If Tenant desires to hire a cleaning company, tenant shall not employ any persons other than the janitors retained by Landlord (who will be provided with pass-keys into the common areas, bathrooms) for the purpose of cleaning the Premises. Landlord shall not be responsible to Tenant for any loss of property from the Premises or for any damage done to furniture or other effects of Tenant by the janitor or any of its employees.

21. No painting shall be done, nor shall any alterations be made, to any part of the Building. There shall not be any nailing, boring or screwing into the woodwork or walls, nor shall any connection be made to the electric wires or electric fixtures, without the consent in writing on each occasion of Landlord. No sunscreen or other films shall be applied to the interior surface of any window glass.

22. Landlord will post on the Building directories one name only for Tenant at no charge. All additional names must be first consented to by Landlord, and if so approved, a charge to Tenant will be made for each additional listing as prescribed by Landlord to be paid to Landlord by Tenant.

23. Landlord reserves all vending rights, and in no event shall any vending machines be visible from the exterior of the Premises. Request for such service shall be made to Landlord.

24. Parking facilities for the Building, if any, shall be used by vehicles that may occupy a standard parking area only. The use of such parking facilities shall be limited to normal business parking and shall not be used for overnight parking.

25. Each Tenant expressly understands and agrees that Landlord expressly reserves the right to grant or deny access (to the Building or any portion thereof, including without limitation, Tenant's leased portion of the Premises) to any telecommunications, cable, wireless, internet or other service provider whatsoever. No Tenant shall have the right to demand or require Landlord to grant such access to any such telecommunications service provider.

26. The Wiregrass Innovation Center is a Smoke-free campus. Smoking, vaping, or other use of tobacco, nicotine, or other products or delivery methods therefor shall not be Permitted anywhere in the Building or on the premises.

27. Tenant shall be allowed to use the copiers provided for a reasonable amount of copies. Landlord reserves the right to require Tenant to pay for any copies that Landlord in its sole discretion deems to be beyond a reasonable amount.

28. Landlord reserves the right to install a security access system and/or security camera(s) around the Building, and Tenant agrees to comply with all reasonable rules and regulations of Landlord regarding such systems and shall not interfere with the operation of the same.

29. Landlord reserves the right to modify or delete any of the foregoing Rules and to make such other and reasonable rules and regulations as, in its sole discretion and judgment, may from time to time be needed. Landlord shall not be responsible to any tenant for the non-observance or violation of any of these Rules by other tenants.

30. Weight limits are 80 PSF for all corridor floor space and 100 PSF for all office and laboratory floor space.

31. No person other than law enforcement personnel shall bring upon, carry, store, discharge or otherwise use any handgun, firearm, explosive device, or any other weapon of any kind or nature, on or about the premises; provided, however, that an employee of a tenant may store firearms in that employee's car in the parking lot, but only if (i) that employee does so in strict compliance with Alabama Code §13A-11-90(b) and (ii) Alabama Code §13A-11-90(b) remains in effect.

32. Tenants may reserve the communal conference rooms on a first come, first served basis.

**CITY OF DOTHAN LEASE
AGREEMENT**

EXHIBIT C - Parking Rules and Regulations

The following rules, regulations and rights (these "Rules," collectively) apply to the use of all Parking Areas:

1. Tenant and its employees, agents, contractors, and invitees may park their motor vehicles in those portions of the Parking Areas designated by Landlord from time to time as unreserved tenant parking areas (the "Unreserved Parking Areas").

2. Parking in the Unreserved Parking Areas, the Visitor Parking Areas, and the Handicapped Parking Areas shall be on a non-exclusive, "as-available" basis.

3. No representation or warranty is made by Landlord as to the number or location of parking spaces comprising the Parking Areas, or any portion thereof.

4. Motor vehicles shall only be parked in striped parking spaces located within the Parking Areas, and no motor vehicles shall be parked in any other location within the Property and/or the Campus.

5. Not more than one motor vehicle may be parked on each parking space, and no motor vehicle may be parked on more than one parking space.

6. Parking Areas shall not be used for any purpose other than the parking of permitted motor vehicles thereon. No commercial activity shall be conducted from the Parking Areas. The foregoing rule shall not restrict the Landlord's right to use the Parking Areas for any purpose and for special events sponsored or hosted by Landlord from time to time.

7. No RV's, boats, or trailers shall be parked in the Parking Areas. No repairs (other than emergency repairs) or washing of motor vehicles shall be permitted in the Parking Areas.

8. Tenant, its employees, agents, guests, visitors, and invitees assume full responsibility and Landlord shall have no liability for (a) all loss, damage, injury, or death caused to the person or property of third parties by reason of their use of the Parking Areas; and (b) protecting their motor vehicles against theft, vandalism, and damage and for protecting their person against injury and assault by reason of their use of the Parking Areas.

9. Tenant shall indemnify Landlord against all loss, damage, cost, and expense (including attorney's fees) sustained by Landlord by reason of the use of the Parking Areas by Tenant, its employees, agents, guests, visitors, and invitees, or by violation of the Rules by any of said persons, other than damage caused by the negligence of Landlord or its Agent.

10. Tenant expressly agrees that Landlord shall have the right to tow motor vehicles of Tenant and its employees, agents, guests, and visitors which are parked in violation of these Rules, and all costs associated therewith shall be borne by Tenant.

11. A violation of these Rules shall entitle Landlord to revoke the parking privileges of the offending party, in addition to other rights and remedies available to Landlord.

12. Landlord reserves the right from time to time without notice to Tenant to (a) change the location or configuration of the Parking Areas or any portion thereof; (b) change the number of parking spaces located within the Parking Areas or any portion thereof; (c) install systems to control and monitor parking in the Parking Areas or any portions thereof, including without limitation, a parking gate and identification card system; (d) utilize parking guards or attendants to supervise and control parking within the Parking Areas and to enforce these Rules; (e) have full access to the Parking Areas (including the right to close or alter the means of access to the Parking Areas, or

portions thereof) to make repairs and alterations thereto, to prevent a taking by adverse possession or prescription, or to comply with applicable legal and governmental requirements; (f) modify these Rules by posting notices thereof in the Common Areas or by other means deemed appropriate by Landlord; (g) tow motor vehicles parked in violation of these Rules; and (h) enforce these Rules by appropriate legal action.

CITY OF DOTHAN LEASE AGREEMENT

EXHIBIT D – Laboratory Rules and Regulations

1. Laboratory facilities shall be used only for their intended purpose(s) as defined in your lease agreement.
2. Hazardous materials (including all reactive agents, compressed gases, combustible and flammable gases, etc.) shall be labeled, stored, handled, and used in accordance with all applicable governmental regulations.
3. An inventory of hazardous materials shall be created at least annually, maintained, and made available upon request.
4. Procedures involving the liberation of volatile, flammable, or toxic materials shall be performed in a fume hood.
5. Biological procedures shall be performed in a biological safety cabinet.
6. Food, drinks, and related utensils are not allowed in the laboratory.
7. Appropriate personal clothing and personal protective equipment must be worn in the laboratory.
8. Hazardous Material. Spills must be cleaned up immediately. Spills of greater than 4 liters must be reported to General Services with the CITY OF DOTHAN as soon as possible. This shall be in addition to and not in lieu of any notification laws, rulings or regulations applicable.
9. Unobstructed access to all exits, fire extinguishers, electrical panels, emergency showers, and eyewash stations must be maintained at all times.
10. If you experience an ADEM/EPA recordable incident, a copy of the completed incident investigation report must be provided to the CITY OF DOTHAN as soon as possible.
11. Extension cords cannot be used in lieu of permanent wiring. If an extension cord is used, it cannot pass under doors or across aisles, be hung from the ceiling, be plugged into other extension cords, or be used for more than 30 calendar days.
12. Guards on machinery or equipment must be in place during all operation(s).
13. Where required, laboratories must have signs posted at the entrances identifying the hazards that are present.
14. All hazardous waste and bio-hazardous waste must be handled, stored, and disposed of properly and in accordance with applicable regulations.
15. No one under the age of 18 shall be allowed in the laboratory without required approvals and supervision. Tenants are responsible for defining their approval process.
16. Broken glass is to be put in containers marked “Broken Glass Only” after proper decontamination as necessary.
17. Compressed gas cylinders must be secured in a manner to prevent tipping over.

18. Do not use or store tobacco products or apply cosmetics in the laboratory.
19. Keep containers containing hazardous materials closed when not in use.
20. Keep laboratory clean and orderly floors must be kept free from trash and debris.
21. Wash hands before leaving the laboratory, even if gloves have been worn.
22. Consult the CITY OF DOTHAN (as directed in your lease for any additional information.
23. Do not introduce any amount of chemicals that are defined as “not recommended” by Landlord into laboratory drains.

WORKSPACE RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made between CITY OF DOTHAN (“Landlord”) and Advantage Consulting and Solutions, LLC, a limited liability company, and Kelvin Seldon, an individual (collectively, “Tenant”), who agree as follows:

1. Landlord does hereby rent a workspace as described herein to Tenant, and Tenant hereby rents from Landlord, the following space in the Wiregrass Innovation Center (WIC) located at 122 Museum Avenue Dothan, Alabama 36303:

Workspace located in open office #330 and small meeting room #331 as shown in Exhibit A (Floor Plan).

2. This agreement begins on _____ [TBD] _____ and terminates on _____ [TBD] _____. In the event that Tenant remains as a Tenant past this termination date, then Tenant shall become a month-to-month tenant bound by the same terms herein until the parties execute a new Lease.

3. Tenant shall pay Landlord a total monthly rent of \$1,554.00 for the two spaces, payable monthly in advance.

4. Either Tenant or Landlord may terminate this Agreement by giving the other party with written notice at least ninety (90) days. No rent shall be prorated at the expenses of tenant. No refunds will be made for Tenants moving out before the end of the month.

5. Landlord shall at its own expense provide the utilities, and office fixtures and internet for the rented premises. Telephone is available as an add-on.

6. Tenant further agrees that:

a. It will return possession of the rented premises in the same or comparable condition as at the time of the execution of the document, reasonable wear and tear expected. Tenant shall commit no damage or waste to the rented premises.

b. It shall not assign or sub-let or allow any other person to occupy the rented premises without Landlord’s prior written consent.

c. It shall not make any material or structural alterations to the rented premises without Landlord’s prior written consent.

d. It shall comply with all building, zoning, and health codes and other applicable laws for said rented premises.

e. It shall not conduct a business deemed hazardous or a nuisance, or requiring an increase in fire insurance premiums. Tenant warrants the rented premises shall be used only for office space.

f. In the event of any breach of this Agreement including, but not limited to the non-payment of rent or other agreed charge, Landlord shall have full rights to terminate this Agreement in accordance with state law and re-enter and claim possession of the rented premises, in addition to such other remedies available to Landlord arising from said breach.

g. Any property of the tenant left on the premises for more than 30 days after the lease has expired or the tenant is absent shall become property of the landlord and may be disposed of at the landlord’s discretion.

h. Copier will be provided for each floor. Tenant shall be allowed a reasonable number of copies, determination of which is at the discretion of landlord.

7. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

8. Tenant will abide by all rules and regulations and terms and conditions as set out in Exhibits B (Building Rules and Regulations), Exhibit C (Parking Rules and Regulations) and Exhibit D (Lab Rules and Regulations) attached to this agreement.

9. In the event that Tenant fails to pay within ten (10) days of the date due and payable any monthly rental installment of Rent, Tenant shall pay to Landlord, to the fullest extent permitted by applicable law, a late charge of up to ten percent (10%) of the amount due and unpaid in order to compensate Landlord for the costs and expenses of administering, handling and processing late payments.

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11. Tenant shall, at its sole cost and expense, procure or obtain any and all necessary permits, licenses, or other authorizations required for lawful and proper use, occupation and management of the Premises, including, but not limited to, City of Dothan business licenses. Tenant shall provide copies thereof to Landlord upon request.

IN WITNESS WHEREOF, the parties have signed this Agreement on this the _____ day of _____, _____.

TENANT:

CITY OF DOTHAN

Kelvin Seldon

By: _____
Mark Saliba

Individually and as President of
Advantage Consulting and
Solutions, LLC

Its: MAYOR, CITY OF DOTHAN

Date: _____

Date: _____

CITY OF DOTHAN LEASE AGREEMENT

EXHIBIT A - Premises Floor Plan

[Forthcoming]

CITY OF DOTHAN LEASE AGREEMENT
EXHIBIT B – Building Rules and Regulations

1. Sidewalks and public portions of the Building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls, shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No curtains, blinds, shades, louvered openings, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Tenant. No bottles, parcels, or other articles nor shall be placed on the window sills.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls [nor on any part of the inside of the Premises or Building that are visible from the outside of the Premises or Building, as the case may be.] Signs on entrance door or doors shall conform to Building standard signs. Signs on doors shall, at Tenant's expense, be inscribed, painted, or affixed by sign markers approved and provided by Landlord. Landlord may, if Tenant violates this provision, remove same without any liability, and any expense incurred in such removal shall be payable by Tenant.

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6. No bicycles, vehicles, or animals (except seeing eye dogs) shall be brought into or kept in the building.

7. Microwave will be provided for reheating food or light snacks. No other cooking shall be permitted, including, but not limited to, use of hot plates, bunson burners, or other similar equipment whether designed for cooking or not. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate into the Building. No refrigerators or other similar items shall be allowed without written permission of the Landlord.

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9. Neither Tenant, nor any of Tenant's agents, employees, contractors, licensees, or invitees, shall at any time put up or operate fans, electrical space heaters, microwave ovens, or mini refrigerators. Further Tenant shall not bring or keep upon the Premises flammable, combustible or explosive fluid, or chemical substance, except in connection with the permitted use of the Premises. All such fluids, chemicals, and substances shall be transported, stored, used and disposed of in compliance with all applicable laws and regulations.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall, upon termination of its tenancy, restore to Landlord all keys, access cards/badges of offices, labs, storage or other rooms and water closets. Tenant shall pay to Landlord the cost of any replacement keys.

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14. Landlord shall have the right to prohibit advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability as a building for offices. Upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

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18. Canvassing, soliciting, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

19. If allowed by Landlord All paneling or other wood products not considered furniture shall be of fire retardant materials. Before installation of such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord, in a manner satisfactory to Landlord.

20. Landlord will provide cleaning services for common area. Tenant shall maintain their own area at a level to the satisfaction of Landlord. If Tenant desires to hire a cleaning company, tenant shall not employ any persons other than the janitors retained by Landlord (who will be provided with pass-keys into the common areas, bathrooms) for the purpose of cleaning the Premises. Landlord shall not be responsible to Tenant for any loss of property from the Premises or for any damage done to furniture or other effects of Tenant by the janitor or any of its employees.

21. No painting shall be done, nor shall any alterations be made, to any part of the Building. There shall not be any nailing, boring or screwing into the woodwork or walls, nor shall any connection be made to the electric wires or electric fixtures, without the consent in writing on each occasion of Landlord. No sunscreen or other films shall be applied to the interior surface of any window glass.

22. Landlord will post on the Building directories one name only for Tenant at no charge. All additional names must be first consented to by Landlord, and if so approved, a charge to Tenant will be made for each additional listing as prescribed by Landlord to be paid to Landlord by Tenant.

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25. Each Tenant expressly understands and agrees that Landlord expressly reserves the right to grant or deny access (to the Building or any portion thereof, including without limitation, Tenant's leased portion of the Premises) to any telecommunications, cable, wireless, internet or other service provider whatsoever. No Tenant shall have the right to demand or require Landlord to grant such access to any such telecommunications service provider.

26. The Wiregrass Innovation Center is a Smoke-free campus. Smoking, vaping, or other use of tobacco, nicotine, or other products or delivery methods therefor shall not be Permitted anywhere in the Building or on the premises.

27. Tenant shall be allowed to use the copiers provided for a reasonable amount of copies. Landlord reserves the right to require Tenant to pay for any copies that Landlord in its sole discretion deems to be beyond a reasonable amount.

28. Landlord reserves the right to install a security access system and/or security camera(s) around the Building, and Tenant agrees to comply with all reasonable rules and regulations of Landlord regarding such systems and shall not interfere with the operation of the same.

29. Landlord reserves the right to modify or delete any of the foregoing Rules and to make such other and reasonable rules and regulations as, in its sole discretion and judgment, may from time to time be needed. Landlord shall not be responsible to any tenant for the non-observance or violation of any of these Rules by other tenants.

30. Weight limits are 80 PSF for all corridor floor space and 100 PSF for all office and laboratory floor space.

31. No person other than law enforcement personnel shall bring upon, carry, store, discharge or otherwise use any handgun, firearm, explosive device, or any other weapon of any kind or nature, on or about the premises; provided, however, that an employee of a tenant may store firearms in that employee's car in the parking lot, but only if (i) that employee does so in strict compliance with Alabama Code §13A-11-90(b) and (ii) Alabama Code §13A-11-90(b) remains in effect.

32. Tenants may reserve the communal conference rooms on a first come, first served basis.

**CITY OF DOTHAN LEASE
AGREEMENT**

EXHIBIT C - Parking Rules and Regulations

The following rules, regulations and rights (these "Rules," collectively) apply to the use of all Parking Areas:

1. Tenant and its employees, agents, contractors, and invitees may park their motor vehicles in those portions of the Parking Areas designated by Landlord from time to time as unreserved tenant parking areas (the "Unreserved Parking Areas").

2. Parking in the Unreserved Parking Areas, the Visitor Parking Areas, and the Handicapped Parking Areas shall be on a non-exclusive, "as-available" basis.

3. No representation or warranty is made by Landlord as to the number or location of parking spaces comprising the Parking Areas, or any portion thereof.

4. Motor vehicles shall only be parked in striped parking spaces located within the Parking Areas, and no motor vehicles shall be parked in any other location within the Property and/or the Campus.

5. Not more than one motor vehicle may be parked on each parking space, and no motor vehicle may be parked on more than one parking space.

6. Parking Areas shall not be used for any purpose other than the parking of permitted motor vehicles thereon. No commercial activity shall be conducted from the Parking Areas. The foregoing rule shall not restrict the Landlord's right to use the Parking Areas for any purpose and for special events sponsored or hosted by Landlord from time to time.

7. No RV's, boats, or trailers shall be parked in the Parking Areas. No repairs (other than emergency repairs) or washing of motor vehicles shall be permitted in the Parking Areas.

8. Tenant, its employees, agents, guests, visitors, and invitees assume full responsibility and Landlord shall have no liability for (a) all loss, damage, injury, or death caused to the person or property of third parties by reason of their use of the Parking Areas; and (b) protecting their motor vehicles against theft, vandalism, and damage and for protecting their person against injury and assault by reason of their use of the Parking Areas.

9. Tenant shall indemnify Landlord against all loss, damage, cost, and expense (including attorney's fees) sustained by Landlord by reason of the use of the Parking Areas by Tenant, its employees, agents, guests, visitors, and invitees, or by violation of the Rules by any of said persons, other than damage caused by the negligence of Landlord or its Agent.

10. Tenant expressly agrees that Landlord shall have the right to tow motor vehicles of Tenant and its employees, agents, guests, and visitors which are parked in violation of these Rules, and all costs associated therewith shall be borne by Tenant.

11. A violation of these Rules shall entitle Landlord to revoke the parking privileges of the offending party, in addition to other rights and remedies available to Landlord.

12. Landlord reserves the right from time to time without notice to Tenant to (a) change the location or configuration of the Parking Areas or any portion thereof; (b) change the number of parking spaces located within the Parking Areas or any portion thereof; (c) install systems to control and monitor parking in the Parking Areas or any portions thereof, including without limitation, a parking gate and identification card system; (d) utilize parking guards or attendants to supervise and control parking within the Parking Areas and to enforce these Rules; (e) have full access to the Parking Areas (including the right to close or alter the means of access to the Parking Areas, or

portions thereof) to make repairs and alterations thereto, to prevent a taking by adverse possession or prescription, or to comply with applicable legal and governmental requirements; (f) modify these Rules by posting notices thereof in the Common Areas or by other means deemed appropriate by Landlord; (g) tow motor vehicles parked in violation of these Rules; and (h) enforce these Rules by appropriate legal action.

CITY OF DOTHAN LEASE AGREEMENT

EXHIBIT D – Laboratory Rules and Regulations

1. Laboratory facilities shall be used only for their intended purpose(s) as defined in your lease agreement.
2. Hazardous materials (including all reactive agents, compressed gases, combustible and flammable gases, etc.) shall be labeled, stored, handled, and used in accordance with all applicable governmental regulations.
3. An inventory of hazardous materials shall be created at least annually, maintained, and made available upon request.
4. Procedures involving the liberation of volatile, flammable, or toxic materials shall be performed in a fume hood.
5. Biological procedures shall be performed in a biological safety cabinet.
6. Food, drinks, and related utensils are not allowed in the laboratory.
7. Appropriate personal clothing and personal protective equipment must be worn in the laboratory.
8. Hazardous Material. Spills must be cleaned up immediately. Spills of greater than 4 liters must be reported to General Services with the CITY OF DOTHAN as soon as possible. This shall be in addition to and not in lieu of any notification laws, rulings or regulations applicable.
9. Unobstructed access to all exits, fire extinguishers, electrical panels, emergency showers, and eyewash stations must be maintained at all times.
10. If you experience an ADEM/EPA recordable incident, a copy of the completed incident investigation report must be provided to the CITY OF DOTHAN as soon as possible.
11. Extension cords cannot be used in lieu of permanent wiring. If an extension cord is used, it cannot pass under doors or across aisles, be hung from the ceiling, be plugged into other extension cords, or be used for more than 30 calendar days.
12. Guards on machinery or equipment must be in place during all operation(s).
13. Where required, laboratories must have signs posted at the entrances identifying the hazards that are present.
14. All hazardous waste and bio-hazardous waste must be handled, stored, and disposed of properly and in accordance with applicable regulations.
15. No one under the age of 18 shall be allowed in the laboratory without required approvals and supervision. Tenants are responsible for defining their approval process.
16. Broken glass is to be put in containers marked “Broken Glass Only” after proper decontamination as necessary.
17. Compressed gas cylinders must be secured in a manner to prevent tipping over.

18. Do not use or store tobacco products or apply cosmetics in the laboratory.
19. Keep containers containing hazardous materials closed when not in use.
20. Keep laboratory clean and orderly floors must be kept free from trash and debris.
21. Wash hands before leaving the laboratory, even if gloves have been worn.
22. Consult the CITY OF DOTHAN (as directed in your lease for any additional information).
23. Do not introduce any amount of chemicals that are defined as “not recommended” by Landlord into laboratory drains.