

I, the undersigned County Administrator of **DALE COUNTY, ALABAMA**, a political subdivision of the State of Alabama, hereby certify that the attached pages numbered consecutively from 1 to 6, inclusive, together with the attached form of Project Agreement designated **Exhibit A**, constitute a true, correct, and complete copy of excerpts of the minutes of a special public meeting of the Dale County Commission held on April 18, 2019, as the same appear in the records of the Dale County Commission.

WITNESS, my signature, as said County Administrator, under the seal of Dale County, Alabama, this 18th day of April, 2019.



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Cheryl Ganey  
Chief County Administrator  
**DALE COUNTY, ALABAMA**

( S E A L )

**MINUTES OF A SPECIAL PUBLIC MEETING  
OF THE DALE COUNTY COMMISSION**

The members of the **DALE COUNTY COMMISSION** held a special public meeting in the Dale County Commission Building located at 202 South AL-123, Ozark, Alabama, on April 18, 2019 at 10:00 a.m. The following members of the Dale County Commission were present at the meeting:

<b>Commissioners</b>	<b>PRESENT</b>	<b>ABSENT</b>
Mark Blankenship	✓	
Chris Carroll	✓	
Charles W. Gary	✓	
Steve McKinnon	✓	
Frankie Wilson	✓	

Mark Blankenship acted as chairman of the meeting, and Cheryl Ganey acted as secretary of the meeting. A quorum being present, the Chairman declared the meeting open for the transaction of business.

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The following written resolution was introduced:

**BE IT RESOLVED** by the members of the **DALE COUNTY COMMISSION** (the "Commission"), as follows:

Section 1. Findings. The Commission does hereby find, declare and ascertain as follows:

(a) Dale County, Alabama, a political subdivision of the State of Alabama (the "County"), enthusiastically supports and encourages economic and industrial development;

(b) Amendment 772 to the Constitution of Alabama of 1901 ("Amendment 772") authorizes the County to lend its credit to grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development of the County:

(c) Motobilt, an Alabama corporation ("Motobilt"), is an industry leading manufacturer of custom fabrication parts and DIY builder parts for jeeps and other offroad vehicles and currently operates in a facility located in Houston County, Alabama at 136 Dandelion Court, Dothan, AL 36305;

(d) Anvil Industrial Group, LLC, an Alabama limited liability company ("Anvil," and together with Motobilt, the "Companies"), is an industrial fabricator that provides 3D CAD design, plate processing, welding and other services, and currently operates in a facility located in Houston County, Alabama at 71 Dandelion Court, Dothan, AL 36305;

(e) The Companies have experienced tremendous growth since their establishment and, as a result, require more space in which to conduct their operations;

(f) After undertaking a site selection process, the Companies have identified that certain parcel of real property aggregating approximately 13 acres (the "Project Site") located at 323 Van Heusen Drive within the County and the City of Ozark, Alabama, a municipal corporation (the "City," and together with the County, the "Local Parties"), together with an approximately 85,090 square foot facility situated thereon and known as the "Petrey Building," as a suitable location to renovate and equip for their operations (the "Project");

(g) The Companies expect to employ at least 75 full-time employees and incur a capital investment of at least \$5,050,000 in connection with the Project;

(h) The development, improvement, installation, equipping, and operation of the Project will further the County's economic development goals in accordance with Amendment 772 and, accordingly, constitutes a public purpose for which financial assistance from the County is appropriate;

(i) To induce the Companies to develop, improve, install, equip, and operate the Project in the County, it is necessary to make available to the Companies a cash incentive of up to \$100,000 to reimburse the Companies for relocation and construction expenses in connection with the Project (the "County Cash Incentive");

(j) The public benefits sought to be achieved and the public purpose to be

served by the County Cash Incentive include: (i) promoting, improving and expanding economic and industrial development; (ii) increasing the number and diversity of industrial jobs and related employment opportunities; (iii) enabling the local area to better retain, attract, and locate other industrial enterprises; (iv) expanding the overall tax base of the County; and (v) enhancing the overall quality of life for the citizens of the County;

(k) As required under Amendment 772, the County published notice in the April 11, 2018, edition of *The Southern Star*, the newspaper having the largest circulation in the County, concerning the proposed action of the Commission to approve a Project Agreement (the "Project Agreement") by and among the Local Parties and the Companies, together with a form of lease agreement and a guaranty attached to the Project Agreement:

(l) Providing financial assistance for the Project as described in the Project Agreement is consistent with and in furtherance of the objectives of Amendment 772 and that the expenditure of such public funds for the purposes described herein will serve as a valid and sufficient purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

(m) As a result of the County's inducements in the form of the County Cash Incentive, the Companies have decided to undertake the Project in the County; and

(n) The Local Parties and the Companies desire to enter into the Project Agreement to set forth their mutual rights and obligations.

Section 2. Project Agreement. The Chairman or the Vice Chairman of the Commission is hereby authorized to execute and deliver, for and in the name and behalf of the County, the Project Agreement in substantially the form presented to the meeting at which this resolution is adopted (which form is attached hereto as Exhibit A and made a part of this resolution as if fully and completely set forth herein) with such changes, not inconsistent with the provisions hereof, as the Chairman or the Vice Chairman of the Commission shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution and the Secretary or the Assistant Secretary of the Commission is hereby authorized to affix the seal of the County to said Project Agreement and to attest the same.

Section 3. General Authorization. The Chairman and Vice Chairman of the Commission and the Secretary or the Assistant Secretary of the Commission are hereby further authorized and directed to execute, deliver, seal, and attest such other ancillary documents and certificates as may be necessary to effect the transaction authorized by this resolution.

Section 4. Severability Provisions. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.

Section 5. Contract. The terms of this resolution shall be deemed a contract with the Companies, and may not be rescinded or amended by the County without the express, written consent of the Companies.

Chris Carroll moved that the foregoing resolution be adopted, which motion was seconded by Steve McKinnon, and, upon the same being put to vote, the following vote was recorded:

Commissioners	YEAS:	NAYS:	ABSTENTIONS:
Mark Blankenship	✓		
Chris Carroll	✓		
Charles W. Gary	✓		
Steve McKinnon	✓		
Frankie Wilson	✓		

The Chairman thereupon announced that the motion for the adoption of said resolution had been carried.

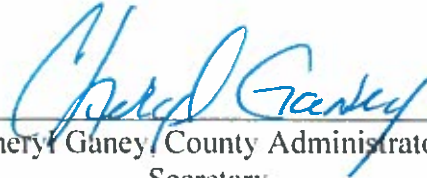
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There being no further business to come before the meeting, the same was adjourned upon motion duly made, seconded and unanimously adopted.



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Mark Blankenship  
Chairman



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Cheryl Ganey, County Administrator  
Secretary

**Exhibit A**

**Project Agreement**

## PROJECT AGREEMENT

2d THIS PROJECT AGREEMENT (this "Agreement") is made and entered into on this the day of May, 2019, by and among DALE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), the CITY OF OZARK, ALABAMA, an Alabama municipal corporation (the "City," and together with the County, the "Local Parties," and individually, a "Local Party"), MOTOBILT INC, an Alabama corporation ("Motobilt"), and ANVIL INDUSTRIAL GROUP, LLC, an Alabama limited liability company ("Anvil," and together with Motobilt, the "Companies," and from time to time individually, a "Company"). The County, the City, Motobilt, and Anvil are herein together sometimes referred to collectively as the "Parties," and individually, as a "Party".

### RECITALS

**WHEREAS**, Motobilt, an industry leading manufacturer of custom fabrication parts and DIY builder parts for jeeps and other offroad vehicles, is owned by Dan Dubose (the "Owner") and currently operates in a facility located in Houston County at 136 Dandelion Court, Dothan, AL 36305; and

**WHEREAS**, Anvil, an industrial fabricator that provides 3D CAD design, plate processing, welding, and other services, is also owned by the Owner and currently operates in a facility located in Houston County at 71 Dandelion Court, Dothan, AL 36305; and

**WHEREAS**, the Companies have experienced tremendous growth since their establishment and, as a result, require more space in which to conduct their operations; and

**WHEREAS**, after undertaking a site selection process, the Companies have identified that certain parcel of real property, aggregating approximately 13 acres, located at 323 Van Heusen Drive within the City and the County, as more particularly described in Exhibit "A" attached hereto (the "Project Site"), together with an approximately 85,090 square foot facility situated thereon and known as the "Petrey Building" (the "Facility," and together with the Project Site, the "Premises"), as a suitable location to renovate and equip for their operations (the "Project"); and

**WHEREAS**, the Companies expect to employ at least 75 Full-Time Employees and incur a Capital Investment of at least \$5,050,000 in connection with the Project; and

**WHEREAS**, the Local Authorities have determined that the location of the Project at the Premises, through the provision of the incentives and agreements hereinafter set forth, would be in the best interest of the Local Authorities and the citizens of the City and the County by: (i) promoting, improving and expanding economic and industrial development; (ii) increasing the number and diversity of industrial jobs and related employment opportunities; (iii) enabling the local area to better retain, attract, and locate other industrial enterprises; (iv) expanding the overall tax base of the City and the County; and (v) enhancing the overall quality of life for the citizens of the City and the County; and



**WHEREAS**, the Local Authorities are willing to incentivize the Companies to locate to the Premises and perform its commitments hereunder by, among other things: (i) leasing the Premises to the Companies until January 31, 2021, and subsequently conveying the Premises to Motobilt at a bargain purchase price; and (ii) making available the County Cash Incentive to pay for relocation and construction expenses in connection with the Project, all as more particularly set forth and described herein; and

**WHEREAS**, the development of the Project at the Premises will further assist in the expansion of economic developments that are critical to the sustained economic health and well-being of the City, the County, and the surrounding areas, and each of the City and the County accordingly find that providing financial assistance for the Project as described in this Agreement is being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901 (the "Amendment 772"), and the City and County have determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the other agreements and covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

1.1 Terms. For purposes of this Agreement, the following terms shall have the meanings as set forth in this Section 1.1:

**"Affiliate"** of any specified entity shall mean any other entity directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified entity.

**"Agreement"** shall have the meaning set forth in the Preamble.

**"Agreement Action"** shall have the meaning set forth in Section 8.17.

**"Amendment 772"** shall have the meaning set forth in the Recitals.

**"Anvil"** shall have the meaning set forth in the Preamble.

**"Capital Investment"** means all costs and expenses incurred by the Companies in connection with the development, construction, installation, and equipping of the Project, if such costs are required to be capitalized for federal income tax purposes, determined without regard to any rule that permits expenditures properly chargeable to a capital account to be treated as current expenditures.

**“Capital Investment Target”** shall have the meaning set forth in Section 2.3.

**“Capital Investment Target Date”** shall have the meaning set forth in Section 2.3.

**“City”** shall have the meaning set forth in the Preamble.

**“City Premises Incentive”** shall have the meaning set forth in Section 3.1(b).

**“Commence Construction”** or **“Commencement of Construction”** shall mean physical work is being performed regularly, using appropriate equipment and manpower, to construct and equip the Project and install necessary infrastructure to accomplish the objectives of the Project.

**“Commence Operations”** or **“Commencement of Operations”** shall mean that the Companies are fabricating parts at the Project in commercial quantities.

**“Company”** or **“Companies”** shall have the meaning set forth in the Preamble.

**“Companies Event of Default”** shall have the meaning set forth in Section 7.2(a).

**“Control”** when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms **“Controlling”** and **“Controlled”** have meanings correlative to the foregoing.

**“County”** shall have the meaning set forth in the Preamble.

**“County Cash Incentive”** shall have the meaning set forth in Section 3.2.

**“Courts”** shall have the meaning set forth in Section 8.17.

**“Facility”** shall have the meaning set forth in the Recitals.

**“Final Jobs Target”** shall have the meaning set forth in Section 2.2.

**“Final Jobs Target Date”** shall have the meaning set forth in Section 2.2.

**“Final Jobs Target Minimum”** shall have the meaning set forth in Section 4.2(a).

**“Force Majeure Event”** shall mean a matter which the Companies are unable to control and anticipate, including acts of God, acts of terrorism, and extreme weather, but excluding unfavorable economic conditions.

**“Full-Time Employee”** shall mean a person that is (i) being paid directly by a Company for working at the Facility for not less than 36 hours per week, and who a Company identifies as

its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, or (ii) an employee of a temporary personnel agency or a direct contractor of a Company who is paid by the temporary personnel agency or the Company's direct contractor for working at the Facility for not less than 36 hours per week. The temporary personnel agency shall be used to vet employees. Temporary status shall not exceed 90 days per employee. Notwithstanding the above, the term "Full-Time Employee" shall not include a worker performing construction work on buildings or other structures which are intended to be part of the Project.

**"Guaranty"** shall have the meaning set forth in Section 4.2(c).

**"Indemnified Party"** or **"Indemnified Parties"** shall have the meaning set forth in Section 8.16.

**"Initial Jobs Target"** shall have the meaning set forth in Section 2.2.

**"Initial Jobs Target Date"** shall have the meaning set forth in Section 2.2.

**"Initial Jobs Target Minimum"** shall have the meaning set forth in Section 3.1(a)(i).

**"Jobs Commitment Period"** means the period of three successive Project Years.

**"Lease"** shall have the meaning set forth in Section 3.1(a).

**"Local Party"** or **"Local Parties"** shall have the meaning set forth in the Preamble.

**"Local Parties Event of Default"** shall have the meaning set forth in Section 7.1(a).

**"Motobilt"** shall have the meaning set forth in the Preamble.

**"Outside Date"** shall have the meaning set forth in Section 6.3.

**"Owner"** shall have the meaning set forth in the Recitals.

**"Party"** or **"Parties"** shall have the meaning set forth in the Preamble.

**"Person"** means all natural persons, corporations, business trusts, associations, companies, partnerships, limited liability companies, joint ventures and other entities and governments and agencies and political subdivisions.

**"Premises"** shall have the meaning set forth in the Recitals.

**"Project"** shall have the meaning set forth in the Recitals.

**“Project Year”** shall mean each successive 12-month period of the Jobs Commitment Period, except that the first “Project Year” shall commence on the Effective Date and end on January 31, 2020.

**“Project Site”** shall have the meaning set forth in the Recitals.

**“Second Jobs Target”** shall have the meaning set forth in Section 2.2.

**“Second Jobs Target Date”** shall have the meaning set forth in Section 2.2.

**“Second Jobs Target Minimum”** shall have the meaning set forth in Section 3.1(a)(i).

**“Tax Abatements”** shall have the meaning set forth in Section 3.3.

1.2 Interpretation. In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to “writing” include printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; references to days shall mean calendar days unless specified otherwise; and references to Persons include their respective successors and permitted assigns.

## ARTICLE 2

### COMMITMENTS OF THE COMPANIES

2.1 Implementation of Project. The Companies shall diligently and continuously prosecute the construction and development of the Project to completion, using appropriate equipment and manpower. The Companies agree to (a) promptly enter into the Lease with the City, (b) Commence Construction not later than June 1, 2019, and (c) Commence Operations not later than December 31, 2019.

2.2 Jobs Target. Not later than January 31, 2020 (the “Initial Jobs Target Date”) the Companies shall employ at least 45 Full-Time Employees (the “Initial Jobs Target”). Not later than January 31, 2021 (the “Second Jobs Target Date”) the Companies shall employ at least 60 Full-Time Employees (the “Second Jobs Target”). Not later than January 31, 2022 (the “Final

Jobs Target Date”) the Companies shall employ at least 75 Full-Time Employees (the “Final Jobs Target”).

2.3 Capital Investment Target. Not later than January 31, 2022 (the “Capital Investment Target Date”), the Companies’ total Capital Investment in the Project is estimated to be \$5,050,000 (the “Capital Investment Target”). The Parties acknowledge and agree that the Capital Investment Target is aspirational and that the failure of the Companies to satisfy the Capital Investment Target by the Capital Investment Target Date shall not be deemed to constitute a default under or a breach of this Agreement.

2.4 Force Majeure Event. Notwithstanding anything in this Agreement to the contrary, if the Companies fail to meet the commitments set forth in Section 2.1, 2.2, or 2.3 by the deadlines set forth in those Sections due to the occurrence of a Force Majeure Event, such delay shall not immediately result in a Companies Event of Default or grounds for termination of this Agreement by the Local Parties; provided, that the Companies shall have first provided written notice to the Local Parties as to the following: (a) a description of the Force Majeure Event in reasonable detail; (b) an explanation of how the Companies anticipate such event will affect the Companies’ ability to timely perform such obligations; (c) the actions the Companies plan to undertake in order to address the conditions caused by the Force Majeure Event; and (d) an approximation of how long the Companies anticipates that the Force Majeure Event will delay their ability to meet the applicable obligation under this Agreement. If the Companies are making a good faith effort to meet their commitments despite the delay caused by the Force Majeure Event, the Local Parties shall give the Companies a reasonable period of time to address such conditions before a Companies Event of Default shall be considered to have occurred under this Agreement.

## ARTICLE 3

### COMMITMENTS OF THE LOCAL PARTIES

#### 3.1 City Premises Incentive.

(a) The City shall lease the Premises to the Companies pursuant to the Lease in substantially the form attached hereto as Exhibit “B” (the “Lease”). Upon termination of the Lease, the City shall convey title to the Premises to Motobilt in accordance with the following terms and conditions as more particularly described in the Lease:

(i) Should the Companies fail to have at least 36 Full-Time Employees (i.e., 80% of the Initial Jobs Target) (the “Initial Jobs Target Minimum”) by the Initial Jobs Target Date and/or fail to have at least 48 Full-Time Employees (i.e., 80% of the Second Jobs Target) (the “Second Jobs Target Minimum”) by the Second Jobs Target Date, the

City shall convey title to the Premises to Motobilt for the sum of \$500,000 to be paid by the Companies to the City.

(ii) Should the Companies satisfy the Initial Jobs Target Minimum by the Initial Jobs Target Date and satisfy the Second Jobs Target Minimum by the Second Jobs Target Date, the City shall convey title to the Premises to Motobilt for the sum of \$100 to be paid by the Companies to the City.

(b) The Companies understand and acknowledge that the estimated fair market value of the Premises is \$2,070,000 and that the difference between such value and the purchase price (i.e., either \$1,570,000 or \$2,069,900, as the case may be) is an incentive offered by the City to the Companies to induce the Companies to undertake the Project (the "City Premises Incentive").

3.2 County Cash Incentive. The County shall provide a cash incentive of up to \$100,000 to reimburse the Companies for relocation and construction expenses in connection with the Project (the "County Cash Incentive"). To request payment of the County Cash Incentive, the Companies shall submit a requisition in the form attached as Exhibit "C" to the County. Each such requisition shall be accompanied by supporting documentation demonstrating to the reasonable satisfaction of the County that the expenditures for which reimbursement are sought were incurred for items properly reimbursable.

3.3 Tax Abatements. The Local Parties have caused the abatement of the following taxes in favor of the Companies: (a) the maximum allowable abatement of noneducational sales and use taxes with respect to the Project, (b) the abatement of noneducational property taxes for a period of 10 years for each piece of property obtained by either Company for the Project, said abatement to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by a Company, and (c) the maximum allowable abatement of mortgage and recording taxes with respect to the Project (collectively, the "Tax Abatements").

## ARTICLE 4

### REPORTING; RECAPTURE OF CITY PREMISES INCENTIVE

4.1 Reporting. Within 45 days after the last day of each Project Year during the Jobs Commitment Period, the Companies shall submit to the City a certificate executed by a duly-authorized officer of each Company, together with such supporting documentation as the City may reasonably require, setting forth the number of Full-Time Employees as of the last day of such Reporting Year.

4.2 Recapture. The Companies acknowledge that the City Premises Incentive offered by the City is based, in part, on the estimated economic impact that will be realized from the Companies' employment at the Project, and the City Premises Incentive is justified only if the

Companies fulfill their commitments and agreements under this Agreement. In consideration thereof, the City Premises Incentive shall be subject to recapture as follows:

(a) Should the Companies fail to satisfy the Initial Jobs Target Minimum by the Initial Jobs Target Date and/or fail to satisfy the Second Jobs Target Minimum by the Second Jobs Target Date (therefore causing the purchase option price of the Premises payable by Motobilt under the Lease to be \$500,000), and also fail to have at least 60 Full-Time Employees (i.e., 80% of the Final Jobs Target) (the "Final Jobs Target Minimum") by the Final Jobs Target Date, the Companies shall, upon written demand by the City, remit to the City within 120 days after the Companies receive such written demand from the City, the sum of \$120,000.

(b) Should the Companies satisfy the Initial Jobs Target Minimum by the Initial Jobs Target Date and satisfy the Second Jobs Target Minimum by the Second Jobs Target Date (therefore causing the purchase option price of the Premises payable by Motobilt under the Lease to be \$100), but fail to satisfy the Final Jobs Target Minimum by the Final Jobs Target Date, the Companies shall, upon written demand by the City, remit to the City within 120 days after the Companies receive such written demand from the City, the sum of \$620,000.

(c) The Companies shall arrange for the Owner to execute and deliver, concurrently with the execution and delivery of the Lease, the guaranty in the form attached hereto as Exhibit "D" (the "Guaranty").

(d) The Parties acknowledge and agree that the provisions set forth in this Section 4.2 are intended to only subject the City Premises Incentive to recapture, and not the Tax Abatements. As such, the Tax Abatements shall remain in full force and effect if the Companies fail to satisfy the Initial Jobs Target Minimum by the Initial Jobs Target Date, fail to satisfy the Second Jobs Target Minimum by the Second Jobs Target Date, and/or fail to satisfy the Final Jobs Target Minimum by the Final Jobs Target Date.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES

#### 5.1 Representations and Warranties of the Local Parties.

(a) The County does hereby represent and warrant as follows:

(i) The County, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the County, violates, constitutes a default under or a breach of (A) any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the County is a party or to which the County or its assets or properties are subject; or (B)

any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the County or any of its assets or properties.

(iii) There is not now pending nor, to the knowledge of the County, threatened, any litigation affecting the County which questions (A) the validity or organization of the County, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the County are selected, or (C) the subject matter of this Agreement.

(b) The City does hereby represent and warrant as follows:

(i) The City, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the City, violates, constitutes a default under or a breach of (A) any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject; or (B) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the City or any of its assets or properties.

(iii) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (A) the validity or organization of the City, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected, or (C) the subject matter of this Agreement.

## 5.2 Representations and Warranties of the Companies.

(a) Motobilt hereby makes the following representations and warranties:

(i) Motobilt is duly organized and validly existing as a corporation under the laws of the State of Alabama and has duly authorized its execution, delivery and performance of this Agreement. Motobilt is qualified to do business in and is in good standing under the laws of the State of Alabama.

(ii) Neither the execution and delivery of this Agreement, nor the performance hereof, by Motobilt requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(iii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by Motobilt, violates, constitutes a default under or a breach of (A) Motobilt's articles of organization or other organizational documents of Motobilt, (B) any agreement, instrument, contract, mortgage or indenture to which Motobilt is a party or to



which Motobilt or its assets are subject, or (C) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to Motobilt or any of its assets.

(iv) There is not now pending nor, to the knowledge of Motobilt, threatened, any litigation affecting Motobilt which questions the validity or organization of Motobilt, or any of the representations and warranties of Motobilt contained herein.

(b) Anvil hereby makes the following representations and warranties:

(i) Anvil is duly organized and validly existing as a limited liability company under the laws of the State of Alabama and has duly authorized its execution, delivery and performance of this Agreement. Anvil is qualified to do business in and is in good standing under the laws of the State of Alabama.

(ii) Neither the execution and delivery of this Agreement, nor the performance hereof, by Anvil requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(iii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by Anvil, violates, constitutes a default under or a breach of (A) Anvil's articles of organization or other organizational documents of Anvil, (B) any agreement, instrument, contract, mortgage or indenture to which Anvil is a party or to which Anvil or its assets are subject, or (C) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to Anvil or any of its assets.

(iv) There is not now pending nor, to the knowledge of Anvil, threatened, any litigation affecting Anvil which questions the validity or organization of Anvil, or any of the representations and warranties of Anvil contained herein.

## ARTICLE 6

### CONDITIONS PRECEDENT

#### 6.1 Conditions Precedent to the Obligations and Commitments of the Local Parties.

(a) Anything in this Agreement to the contrary notwithstanding, the effectiveness of this Agreement shall be subject to the approval of each of the governing bodies of the Local Parties. The approval of the governing bodies of the Local Parties must be given at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 772, including, but not limited to, the publication of the notice required by Amendment 772 identifying the Companies. It is expressly agreed and understood that each of the Chairman of the County Commission for the County and the Mayor for the City may, at their option, execute and deliver this Agreement but that the obligations, liabilities, agreements, and statements herein contained

shall not be binding on or enforceable against the Local Parties unless and until approved by the respective governing bodies of the Local Parties following satisfaction of the provisions of Amendment 772 necessary for the actions and obligations of the Local Parties to be authorized and approved in accordance with Amendment 772. In the event that the governing bodies of the County and/or the City do not approve the obligations and commitments of the Local Parties, then the Companies shall have no obligation and is fully relieved of any obligation under this Agreement and/or any other agreement with the County or the City.

(b) In addition to Section 6.1(a) above, anything in this Agreement to the contrary notwithstanding, the Local Parties shall not be obligated to perform their obligations hereunder, until the Local Parties shall have received each Company's counterpart of this Agreement and the Lease, each duly executed by a duly authorized officer of each Company, and the Guaranty, duly executed by the Owner.

6.2 Conditions Precedent to the Companies' Obligations. Anything in this Agreement to the contrary notwithstanding, the Companies shall not be obligated to perform their obligations hereunder, until:

(a) Each Local Party shall have delivered to the Companies an executed counterpart of this Agreement and the City shall have delivered to the Companies an executed counterpart of the Lease, in each case duly executed by its respective duly authorized officer; and

(b) This Agreement has been approved by the respective governing bodies of the County and the City.

6.3 Outside Date. In the event that all of the conditions set forth in Section 6.1 and Section 6.2 shall not have occurred by June 1, 2019 (the "Outside Date"), then this Agreement shall terminate and be of no further force and effect, without any liability of any Party to the other Parties, unless the same is extended per written instrument executed by the Chairman of the County Commission, acting on behalf of the County, the Mayor of the City, acting on behalf of the City, and authorized officers of each Company, acting on behalf of each Company, in which case the "Outside Date" shall be the last day of such extension. The said Chairman of the County Commission and the Mayor of the City are hereby authorized and directed to execute any such extension up through and including July 1, 2019.

## ARTICLE 7

### DEFAULT AND REMEDIES

#### 7.1 Events of Default by the Local Parties.

(a) Any one or more of the following shall constitute an event of default by the Local Parties under this Agreement (a "Local Parties Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or

pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body);

(i) the dissolution or liquidation of a Local Party, or the filing by a Local Party of a voluntary petition in bankruptcy, or a Local Party seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of a Local Party as a bankrupt, or any assignment by a Local Party for the benefit of its creditors, or the entry by a Local Party into an agreement of composition with its creditors, or if a petition or answer is filed by a Local Party proposing the adjudication of the Local Party as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by any Local Party to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of 30 days after written notice thereof from the Companies; or

(iii) an event of default following the expiration of any applicable cure period by the City under the Lease.

(b) If a Local Parties Event of Default occurs, the Companies shall have available to them all rights and remedies, both legal and equitable, provided by law (including without limitation specific performance and mandamus).

## 7.2 Events of Default by the Companies.

(a) Any one or more of the following shall constitute an event of default by the Companies under this Agreement (a "Companies Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by a Company of its obligations and commitments hereunder, a Company is dissolved or liquidated, or the filing by a Company of a voluntary petition in bankruptcy, or a Company seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of a Company as a bankrupt, or any assignment by a Company for the benefit of its creditors, or the entry by a Company into an agreement of composition with its creditors, or if a petition or answer is filed by a Company proposing the adjudication of a Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by a Company to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of 30 days after written notice thereof from the Local Parties; provided, however, failure of the Companies to satisfy the Capital Investment Target by the Capital Investment Target Date shall not constitute a Companies Event of Default; or

(iii) an event of default following the expiration of any applicable cure period by the Companies under the Lease.

(b) During any period after the Local Parties have provided written notice to the Companies specifying the existence of a Companies Event of Default and during which the Companies have failed to cure said Companies Event of Default to the reasonable satisfaction of the Local Parties, the Local Parties shall not be required to make available any incentive to the Companies or perform any other obligation hereunder. If a Companies Event of Default exists, the Local Parties shall have all rights and remedies provided by law in addition to the rights and remedies of the Local Parties under this Agreement.

7.3 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article 7 may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article 7 are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

## ARTICLE 8

### MISCELLANEOUS

8.1 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

8.2 Governing Law. The governing law of this Agreement shall be the internal law of the State of Alabama without regard to any conflicts of laws principles that would apply the law of another jurisdiction.

8.3 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.4 Notices. All communications and notices expressly provided herein shall be in writing and shall be sent, by registered first class mail, postage prepaid, by a nationally recognized overnight courier for delivery on the following business day, addressed as follows:

If to the City: City of Ozark  
275 North Union Avenue  
Ozark, Alabama 3630  
Attn: Mayor

With copy to: Joe W. Adams, Esq.  
1278 Andrews Avenue  
Ozark, Alabama 36360

If to the County: Dale County Commission Office  
202 South AL-123  
Ozark, Alabama 36360  
Attn: Commission Chairman

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Motobilt: Motobilt Inc  
71 Dandelion Court  
Dothan, Alabama 36305  
Attn: Dan Dubose

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Anvil: Anvil Industrial Group, LLC  
71 Dandelion Court  
Dothan, Alabama 36305  
Attn: Dan Dubose

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 8.4.

8.5 Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses and negotiation of the transactions contemplated

herein, including all costs and expenses incurred in connection with the preparation of this Agreement or otherwise.

8.6 Amendment and Waivers. This Agreement may not be amended or modified except by a written instrument signed by each Party. No consent or waiver, express or implied, by any Party hereto to any breach or default by any other Party in the performance by such other Party of its obligations and commitments hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations or commitments of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall not be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

8.7 Assignment.

(a) Except as set forth in Section 8.7(b) below, this Agreement is not assignable by any Party without the prior written consent of the other Parties. The Local Parties agree to respond to any requested assignment of this Agreement by a Company within 30 days of receipt of a Company's request delivered in writing pursuant to Section 8.4. If the Local Parties fail to reject such requested assignment in writing within such 30-day period, then the Local Parties shall be deemed to have approved the Company's requested assignment.

(b) Without the need for either Local Party's consent, the rights and obligations of a Company under this Agreement may be transferred or assigned in whole or in part by the Company to any financially solvent Affiliate of the Company that agrees to assume the covenants, commitments, and obligations of the Company under this Agreement and in connection with the Project and is adequately capitalized therefor. If so assigned, both the Company and the assignee shall be liable for the performance of the assignee's covenants, commitments and obligations hereunder, unless expressly excused therefrom by the Local Parties, to be expressed in a writing signed by the Chairman of the County Commission of the County and the Mayor of the City.

8.8 Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

8.0 Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Parties with respect to the Project and no other offers, agreements, understandings, warranties, or representations exist between the Parties.

8.10 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

8.11 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Companies and their successors and permitted assigns and shall be binding upon and shall inure to the benefit of the Local Parties and their respective successors and assigns and all other state agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to the Local Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements, or obligations hereunder of the Local Parties which are Parties hereto.

8.12 Time is of the Essence. Time is of the essence as to all terms and conditions of this Agreement.

8.13 No Consequential Damages. Except as otherwise provided herein, no Party shall, in any event, be liable to any other Party, whether by way of indemnity or otherwise, for any indirect, incidental, punitive, special or consequential damages, including loss of revenue or profit, cost of capital, loss of business reputation or opportunity costs due to delays in payment, whether any such damages arise out of contract, tort (including negligence), strict liability or otherwise.

8.14 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to, nor confer any right of suit or action on, any Person other than the Parties and no such duties, standards of care, liability, rights of suit or action shall be created or exist in favor of any employees or independent contractors.

8.15 Independent Contractor. For the purposes of this Agreement and any services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee or partner of the other Party.

8.16 Indemnification. The Companies shall, and do hereby, release, save, hold harmless, and indemnify the Local Parties and their respective members, elected officials, officers, directors, employees, and agents (collectively, the "Indemnified Parties" and, individually, an "Indemnified Party") from and against any and all claims arising from or in connection with (except those claims arising out of the gross negligence or intentional misconduct of the Indemnified Party claiming indemnity) any breach or default in the performance of any of either Company's obligations herein, or arising from or in connection with any activity of either Company or any of either Company's shareholders, officers, directors, agents, contractors, or employees in connection with the Project, and from and against all costs, reasonable attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Companies, upon notice from the Local Parties shall defend the same at the Companies' expense by counsel satisfactory to the Indemnified Parties. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied or performed at the request of either Company in connection with the

improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

8.17 Venue. Each of the Parties irrevocably submits to the jurisdiction of the Alabama state courts sitting in Dale County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement or any transaction undertaken in connection therewith (an "Agreement Action"); and waives, to the fullest extent permitted by law, any objection or defense that such Party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts.


8.18 Ambiguities. No ambiguity in this Agreement shall be resolved against or in favor of any Party.

[Signatures follow beginning on next page]




**WHEREFORE**, the Parties hereto have executed this Agreement as of the date their signature was properly notarized.


DALE COUNTY, ALABAMA

By:   
Mark Blankenship  
As Chairman of its County Commission


CITY OF OZARK, ALABAMA

By:   
Bob Bunting  
As its Mayor

MOTOBILT INC

By:   
Name: DAN DUBOSE JR.  
Its: PRES / MOTOBILT

ANVIL INDUSTRIAL GROUP, LLC

By:   
Name: DAN DUBOSE JR.  
Its: PRES / ANVIL INDUSTRIAL GROUP

## EXHIBIT A

### Description of Project Site

Dale County

Parcel # 06082820000050050

A lot or parcel of land in the City of Ozark, Dale County, Alabama, being more particularly described as follows: Commencing at the Southwest corner of Lot 11 of the Alice M. Carroll property as recorded in the Probate Office of Dale County, Alabama, on Page 288 of Map Book 1 and running thence South 88 degrees 54' 09" East a distance of 255.15 feet to a point on the East right-of-way line of Industrial Park Road; thence South 1 degree 28' 41" West along said right-of-way line a distance of 223.19 feet to the Point of Beginning; thence South 1 degree 25' 31" West along said right-of-way line a distance of 264.63 feet to a point; thence South 14 degrees 15' 44" East along said right-of-way line a chord distance of 64.72 feet to a point; thence South 29 degrees 56' 59" East along said right-of-way a distance of 306.86 feet to a point on a cul-de-sac; thence South 44 degrees 25' 34" East along the cul-de-sac a chord distance of 85.63 feet to a point; thence South 88 degrees 54' 09" East a distance of 569.93 feet to a point; thence North 1 degree 18' West a distance of 873.87 feet to a point; thence North 88 degrees 54' 09" West a distance of 435.13 feet to a point; thence South 1 degree 28' 41" West a distance of 223.19 feet to a point; thence North 88 degrees 54' 09" West a distance of 331.75 feet to the Point of Beginning and containing 13.205 acres, more or less.

EXHIBIT "B"

Form of Lease

(Attached)

**THIS INSTRUMENT WAS PREPARED BY**

Charles B. "Trey" Hill, III, Esq.  
Bradley Arant Boult Cummings LLP  
One Federal Place, 1819 Fifth Avenue North  
Birmingham, Alabama 35203  
Telephone: (205) 521-8000

STATE OF ALABAMA     )  
  ;  
COUNTY OF DALE     )

**LEASE AGREEMENT**

*May* THIS LEASE AGREEMENT made and entered into effective as of the *2<sup>d</sup>* day of *May*, 2019, by and between the **CITY OF OZARK, ALABAMA**, an Alabama municipal corporation (the "Lessor"), and **MOTOBILT INC.**, an Alabama corporation (the "Lessee").

**WITNESSETH:**

In consideration of the respective representations and agreements herein contained, the parties agree as follows, provided that any obligation of the Lessor to pay money created by or arising out of this Lease Agreement shall be payable solely out of the proceeds derived from this Lease Agreement, and any other revenues arising out of or in connection with its ownership of the Property, as hereinafter defined:

**ARTICLE I**

**Definitions and Usage**

**Section 1.1 Definitions.** The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given and ascribed the following respective meanings herein:

**"Authorized Lessee Representative"** means the person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Lessor containing the specimen signature of such person and signed on behalf of the Lessee.

**"Authorized Lessor Representative"** means the person or persons at the time designated to act on behalf of the Lessor by written certificate furnished to the Lessee containing the specimen signature of such person and signed on behalf of the Lessor.

**"Building"** means the approximately 85,090 square foot building located on the Leased Land, to be renovated and equipped by the Lessee, and all other buildings, improvements, structures, additions, and fixtures hereafter located on the Leased Land.

**“Condemnation Event”** means any event or occurrence whereby title to, or the temporary use of, the Project, or any part thereof, or any leasehold estate of the Lessee in the Project, or any part thereof, or any subleasehold estate of any sublessee or subtenant in the Project, or any part thereof, shall be taken in any condemnation action or proceeding or under the exercise of the power of eminent domain by any governmental body or by any other Person acting under governmental authority, or shall be transferred or conveyed (in whole or in part) by any Person in lieu of condemnation or taking by eminent domain.

**“Lease”** or **“Lease Agreement”** means this Lease Agreement as it now exists and as it may hereafter be amended, supplemented, modified, extended or restated pursuant to the terms hereof.

**“Lease Term”** means the duration of the leasehold estate as provided in Section 5.1 hereof.

**“Leased Land”** means any real estate and interests in real estate described in Exhibit A attached hereto, plus such real estate and interests in real estate as may be added to this Lease, less such real estate and interests in real estate as may be taken by exercise of the power of eminent domain as provided in Section 7.2 hereof.

**“Lessee”** means MOTOBILT INC, an Alabama corporation.

**“Lessor”** means the City of Ozark, Alabama, an Alabama municipal corporation.

**“Net Proceeds,”** when used with respect to any insurance award, means the gross proceeds from the insurance award with respect to which that term is used, remaining after payment of all expenses incurred in the collection of such gross proceeds.

**“Person”** means, as applicable, any and all natural persons, firms, associations, corporations and public bodies.

**“Permitted Encumbrances”** means the liens, encumbrances and matters of title, if any, listed on Exhibit C hereto.

**“Project”**, more particularly described on Exhibit B hereto, means the Leased Land owned by the Lessor and the Building to be renovated and equipped by the Lessee, together with all other items and types of property hereafter becoming part of the Leased Land or the Building pursuant to the terms hereof.

**“Property”** shall mean the Leased Land and the Building.

**“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,”** and other equivalent words and phrases refer to this Lease and not solely to the part or portion hereof in which any such word is used. The definitions set forth in Section 1.1 hereof include both singular and plural, as applicable, whether or not so indicated. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. The terms **“Event of Default”** and **“event of default”** are used herein synonymously.

## ARTICLE II

### General Representations, Warranties and Covenants

#### **SECTION 2.1 General Representations, Warranties and Covenants by the Lessor.**

As the basis for the under-takings on its part herein contained, the Lessor hereby represents, warrants and covenants as follows:

(a) Organization, Powers, etc. The Lessor is duly incorporated and has the power to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder and thereunder. By proper corporate action the Lessor has duly authorized the execution and delivery of this Lease.

(b) Authorization of Lease, etc. The execution and delivery of this Lease by the Lessor, the consummation of the transactions herein and therein contemplated and the fulfillment of the terms hereof and thereof will not conflict with, be in violation of, or constitute a default under any indenture, mortgage, deed of trust or other contract, agreement or instrument or any statute or rule of law to which the Lessor is now a party or is subject, or any resolution, order, rule or regulation, writ, injunction, decree or judgment of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Lessor.

(c) Governmental Consents. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required to be obtained by the Lessor as conditions precedent to the execution and delivery by the Lessor of this Lease have been obtained.

(d) Location of Project. The Project is located entirely within the corporate limits of the Lessor, outside of the corporate limits and police jurisdiction of any city or town other than the Lessor.

#### **SECTION 2.2 General Representations, Warranties and Covenants by the Lessee.**

As the basis for the undertakings on its part herein contained, the Lessee hereby represents, warrants and covenants as follows:

(a) Authorization of Lease, etc. The execution, delivery and performance of this Lease, by the Lessee will not violate any provision of law, any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which the Lessee is a party, or by which the Lessee or any of Lessee's properties or assets are bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Lessee. The Lessee is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which Lessee is a party, which default would have a material adverse effect upon the properties, assets, operation or condition (financial or otherwise) of the Lessee.

(b) Conflicting Agreements. The Lessee hereby warrants that it is not subject to any contractual limitation or provision of any nature whatsoever which in any way limits, restricts or



prevents Lessee from entering into this Lease, or performing any of the obligations hereunder or thereunder and covenants that, anything in this Lease, to the contrary notwithstanding, there shall be no abatement or reduction of the rent payable by the Lessee except as otherwise provided herein.

(c) Governmental Consents. Neither the property of the Lessee, nor any relationship between the Lessee and any other person is such as to require on the part of the Lessee any registration, consent, approval, permit, exemption, action, order or authorization of, or filing, registration or qualification with, or with respect to, any court, regulatory agency or other governmental body in connection with the execution and delivery of this Lease (other than those already obtained, taken or made and which continue in full force and effect, or, which are not yet required and which will be duly obtained not later than the time required or the failure to obtain will not adversely affect the acquisition and construction of the Project or other property of the Lessee).

(d) Litigation. There is no action, suit, inquiry, investigation or proceeding pending or overtly threatened against or affecting the Lessee at law or in equity or before or by any court or governmental body (nor, to the best knowledge and belief of the Lessee is there any basis therefor) which might result in any material adverse change in the business, prospects, operations, properties or assets or in the condition (financial or otherwise) of the Lessee, or which might materially and adversely affect the transactions contemplated by this Lease, or which might impair the ability of the Lessee to comply with its obligations hereunder.

(e) No Defaults. No event has occurred and no condition exists which would constitute an event of default under this Lease or which would become such an event of default with the passage of time or with the giving of notice or both. The Lessee is not in material default in any respect under any agreement or other instrument to which it is a party or by which it is bound, or any judgment, order, rule or regulation of any court or other governmental body applicable to it, to the extent in any such case that the default in question would materially and adversely affect the transactions contemplated by this Lease, or would impair the ability of the Lessee to comply with its obligations hereunder and thereunder.

(f) Licenses, Permits, etc. All licenses, permits or other approvals required in connection with the acquisition, construction, installation and equipping of the Project by the Lessor or the Lessee, and in connection with the operation and maintenance thereof by the Lessee, have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals which are not yet required and which will be duly obtained not later than the time required.

(g) Project's Compliance with Statutes and Regulations. None of the leasing of the Property to the Lessee, the renovating of the Building, or the operating of the Project for the purpose for which it is to be designed will conflict with, or require any consents or approvals not previously obtained under, any zoning, planning, sub-division or similar regulations applicable thereto and will comply in all material respects with all applicable statutes, regulations, orders and restrictions.

## ARTICLE III

### Demising Clauses and Warranty of Title

**SECTION 3.1 Demise of the Property.** The Lessor hereby demises and leases to the Lessee, and the Lessee hereby leases from the Lessor, the Property at the rental set forth in Section 5.3 hereof and in accordance with the provisions of this Lease, subject to the Permitted Encumbrances.

**SECTION 3.2 Warranty of Title.** The Lessor for itself, its successors and assigns, warrants to the Lessee, its successors and assigns, that it has good and marketable title to the Property, subject to no encumbrances other than the Permitted Encumbrances and exceptions stated in the title binder.

**SECTION 3.3 Quiet Enjoyment.** The Lessor covenants and agrees that it will warrant and defend the Lessee in the quiet enjoyment and peaceable possession of the Property free from all claims of all persons whomsoever, throughout the Lease Term.

## ARTICLE IV

### Completion of the Project; Maintenance, Modifications Taxes and Insurance

**SECTION 4.1 Completion of the Project.** The parties understand that the Lessee intends to lease the Property to the Lessee. The Lessor and the Lessee agree that the Lessee or any other party may construct additions to or renovate the Building or any other building or improvement upon the Property and that title to such improvement will be in the name of such party, **provided, however,** that such construction will not result in a violation of any representation, warranty, or covenant contained in this Lease Agreement.

### **SECTION 4.2 Maintenance and Modifications of Project by Lessee.**

(a) The Lessee agrees that during the Lease Term it will be responsible for the repair and maintenance of the Project.

(b) The Lessee may from time to time, without the consent of the Lessor, make any structural or material additions, modifications (including but not limited to the reductions in the size of the Project) or improvements to the Project, including additional real property and the installation of additional machinery, equipment and other tangible personal property, provided, however, that such additions, alterations, improvements or modifications are located wholly within the boundary lines of the Leased Land and do not violate any setback or sidelot restrictions or encroach on any easement, right-of-way or "flood zone" (as designated by the Federal Emergency Management Agency or other federal, state or local agency).

**SECTION 4.3 Taxes, Other Governmental Charges and Utility Charges.** The Lessee will pay, as the same respectively become lawfully due and payable (i) all taxes and governmental charges of any kind (including municipal and county service charges and payments in lieu of taxes) whatsoever upon or with respect to the Lessee's interest in this Lease.

(ii) all taxes and governmental charges of any kind whatsoever upon or with respect to the Project, (iii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and (iv) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term.

The Lessee may, in the Lessee's own name and behalf or in the name and behalf of the Lessor, in good faith contest any such taxes, assessments and other charges by posting an appropriate bond with an appropriate court such that, as a matter of law, such lien does not constitute an exception to the title to any portion of the Project. The Lessor will cooperate fully with the Lessee in any such permitted contest. In the event that the Lessee shall fail to pay any of the foregoing items required by this Section 4.3 to be paid by the Lessee, the Lessor may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Lessor shall become an additional obligation of the Lessee to the one making the advancement, which amounts, together with interest thereon at the Default Rate (defined herein) from the date thereof, the Lessee agrees to pay.

**SECTION 4.4 Insurance.** Throughout the Lease Term, the Lessee shall take out and continuously maintain in effect the following insurance with respect to the Project, paying as the same become due all premiums with respect thereto:

(a) Insurance with respect to the Building against fire, extended coverage, war damage (if available), and other such insurable hazards, casualties and contingencies; making losses payable to the Lessor;

(b) General liability coverage, including against liability for bodily injury to or death of persons and for damage to or loss of property occurring on or about the Project or in any way related to the condition or operation of the Project, providing coverages in a combined single limit of at least \$1,000,000 for bodily injury and/or property damage per occurrence and \$3,000,000 aggregate limit; and

(c) Workmen's compensation in such amounts and in such form as is required by applicable law.

All policies evidencing the insurance required by the terms of the immediately preceding paragraph shall be taken out and maintained in generally recognized responsible insurance companies, qualified under the laws of the State of Alabama to assume the respective risks undertaken and shall name as the Lessor as an additional insured.

**SECTION 4.5 Indemnity.** To the fullest extent allowed by applicable law, neither the Lessor nor any of its officers or representatives shall be liable for any damage or personal injury to the Lessee or to the public for any reason whatsoever in respect of the construction or the ownership, leasing, or operation of the Project, including any of the same caused by or growing out of any breakage, leakage, disorder, or defective condition of any water or sewer pipe, toilets, plumbing, electric wires, gas pipes, fixtures, apparatus, or connections, or machinery or

equipment or any of them, on the Property, or caused by or growing out of any defects in the Project or any part thereof, even if such defect occurred or existed prior to the delivery of possession of the Property and Building to the Lessee. The Lessee shall, to the fullest extent allowed by applicable law, save each Indemnified Party harmless from any action, suit, judgment, or liability on account of any defects in the condition of the Project or any personal injury or property damage occasioned or claimed to have been occasioned thereon or thereby, and shall defend each Indemnified Party against all such claims at the Lessee's sole expense. However, such indemnification and limitation of liability hereunder shall not be applicable to gross negligence or intentional misconduct of any Indemnified Party. In addition, in the event any contractor or subcontractor or furnisher of labor or materials under any contract or purchase order with respect to the Project shall institute legal proceedings alleged to arise thereunder or with respect thereto, the Lessee shall to the fullest extent allowed by applicable law, indemnify and hold each Indemnified Party harmless against all claims asserted in such proceedings, including any reasonable expenses (including attorney's fees and expenses) incurred by any Indemnified Party in connection with the defense of any such claims. As used herein, "Indemnified Party" refers to the Lessor and each of its officers or representatives.

## ARTICLE V

### **Effective Date of Lease; Duration of Lease Term; Rental Provisions**

**SECTION 5.1 Effective Date of this Lease; Duration of Lease Term.** This Lease shall become effective upon its delivery (the "Effective Date") and the leasehold estate created in this Lease shall then begin, and, unless sooner terminated or extended in accordance with the provisions of this Lease, shall expire at 11:59 p.m., on January 31, 2021; provided, however, that in the event the option to purchase set out herein has not been exercised, this Lease shall automatically extend for an additional twelve (12) months, on the same terms and conditions set out herein.

**SECTION 5.2 Delivery and Acceptance of Possession.** The Lessor agrees to deliver to the Lessee sole and exclusive possession of the Property (subject to the right of the Lessor, and its respective agents and representatives, to enter thereon for inspection purposes, subject to the other provisions of Section 7.2 hereof) on the Effective Date and the Lessee agrees to accept possession of the Property upon such delivery.

**SECTION 5.3 Rents and Other Amounts Payable.** The Lessee agrees to pay the Lessor monthly rent, in advance, commencing with the first month of the Lease Term, and monthly thereafter on the first day of each and every month during the Lease Term in the following amounts: (i) ONE AND NO/100 DOLLARS (\$1.00) per month for the first month of the Lease Term and each month thereafter through December 2019; (ii) FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per month from January 2020 through June 2020; and (iii) TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per month from July 2020 through January 2021. In the event the Lessee should fail to make any of the payments required in this Section 5.3, the item or installment so in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the

same with interest thereon at the rate of six percent (6%) per annum (the "Default Rate") until paid.

**SECTION 5.4 Obligations of Lessee Hereunder Unconditional.** The obligations of the Lessee to make the payments required in Section 5.3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise.

## ARTICLE VI

### Condemnation

#### **SECTION 6.1 Condemnation.**

(a) In the event that title to, or the temporary use of, the Project or any part thereof or the leasehold estate of the Lessee in the Property created by this Lease Agreement or any part thereof which materially diminishes the use of the Project by the Lessee or any one of its tenants shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority (a "Condemnation Event"), all Net Proceeds of any condemnation award shall be paid to the Lessee and the Lessee shall be obligated to continue to pay the rentals specified herein.

(b) The Lessee shall not, by reason of any Condemnation Event, be entitled to any reimbursement from the Lessor or any abatement or diminution of the rentals payable under Article V hereof.

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

**SECTION 6.2 Condemnation of Lessee's Interest.** Upon the occurrence of any Condemnation Event, any Net Proceeds resulting from damage to or taking of all or any part of the leasehold estate of the Lessee in the Project shall be paid and applied in the manner provided in Section 6.1 of this Lease.

## ARTICLE VII

### Special Covenants

**SECTION 7.1 No Warranty of Condition or Suitability by the Lessor.** THE LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED LAND OR THE BUILDING OR THAT EITHER WILL BE SUITABLE FOR THE LESSEE'S PURPOSES OR NEEDS.

**SECTION 7.2 Authorized Lessor Representative.** Unless otherwise specified herein, whenever under the provisions hereof the approval of the Lessor is required or the Lessor is required to take some action at the request of the Lessee, such approval shall be made or such action shall be taken by an Authorized Lessor Representative; and the Lessee shall be authorized to act on any such approval or action and the Lessor shall have no complaint against the Lessee as a result of any such action taken.

**SECTION 7.3 Authorized Lessee Representative.** Unless otherwise specified herein, whenever under the provisions hereof the approval of the Lessee is required to take some action at the request of the Lessor, such approval shall be made or such action shall be taken by an Authorized Lessee Representative; and the Lessor shall be authorized to act on any such approval or action and the Lessee shall have no complaint against the Lessor as a result of any such action taken.

## ARTICLE VIII

### **Assignment, Subleasing, Pledging and Selling; Redemption; Rent Prepayment and Abatement**

**SECTION 8.1 Assignment and Subleasing.** Except as set forth below, the Lessee shall not assign or sublet the Property to any parties without the Lessor's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Lessee shall be permitted, without the Lessor's prior consent, to assign its rights and obligations to all or any portion of the Property under the Lease, or sublet all or any portion of the Property, to (i) one or more affiliates or subsidiaries of the Lessee, which shall include any entity in which the Lessee or any affiliate or subsidiary of the Lessee has an equity ownership interest, or (ii) any corporation, company or partnership that is the surviving entity from a merger with the Lessee or one or more affiliates or subsidiaries of the Lessee or that acquires all or substantially all of the direct or indirect ownership interest or assets of the Lessee. No such permitted assignment shall release the Lessee from its liability to the Lessor hereunder.

**SECTION 8.2 Restrictions on Mortgage or Sale of Project by Lessor; Consolidation or Merger of, or Transfer of Assets by, Lessor.** The Lessor will not mortgage, sell, assign, pledge, transfer or convey the Property at any time during the Lease Term without the prior written consent of the Lessee which may be given in the sole and absolute discretion of the Lessee.

**SECTION 8.3 Prepayment of Rents.** There is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted at any time it may choose, to prepay all or any part of the rents payable under Section 5.3 hereof.

## ARTICLE IX

### **Events of Default and Remedies**

**SECTION 9.1 Events of Default Defined.** The following shall be "events of default" (or "Events of Default") under this Lease and the terms "event of default" (or "Event of

**Default**") or "default" shall mean, whenever they are used in this Lease, any one or more of the following events, occurrences or circumstances:

(a) Failure by the Lessee to pay (whether on scheduled payment dates, by acceleration or otherwise) any portion of the rents or other amounts required to be paid under this Lease on or before the thirtieth (30th) day following the date the Lessor notifies Lessee of such delinquency:

(b) The occurrence of a final adjudication by a court, arbitrator, or other tribunal of competent jurisdiction from which no further appeal exists, binding upon the Lessee, or the Lessor, that the Lessor lacks or lacked the authority to enter into or perform in accordance with this Lease, or that this Lease, is otherwise invalid or unenforceable for any reason;

(c) Any warranty, representation, or other statement by or on behalf of the Lessee or the Lessor in this Lease, or in any agreement, instrument, or certificate furnished in connection with or in compliance with or in reference to this Lease or the transactions contemplated hereby, being false or misleading in any material respect at the time made, or any report, certificate, financial statement, or other instrument furnished in connection with this Lease or any of the transactions contemplated hereby shall prove to be false or misleading in any material respect;

(d) Lessee's failure to comply with the requirement of any governmental authority having jurisdiction within thirty (30) days after notice in writing of such requirement to Lessee by such governmental authority or the Lessor: **provided, however,** that no Event of Default shall occur under this subsection so long as Lessee shall, contest in good faith by appropriate proceedings the applicability or validity of any such governmental requirement if the application of such governmental requirement against Lessee is effectively stayed during the pendency of such proceedings; or

(e) If the Lessee or any other Person shall fail to fully and timely comply with any one or more of the other covenants, conditions, agreements or provisions of this Lease and the continuance of such failure for a period of thirty (30) days or more: **provided, however,** that no such period of grace or cure shall be applicable to any event, occurrence or circumstance which also constitutes an Event of Default under another subsection of this Section 9.1, and provided further, that the periods of grace or cure provided in this subsection shall run concurrently with any applicable period of grace or cure (whether with or without any requirement for notice) specified in the applicable provisions of this Lease containing the covenant, condition, agreement or provision otherwise giving rise to the default under this subsection.

**SECTION 9.2 Remedies on Default.** Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, the Lessor may declare all installments of rent payable under Section 5.3 hereof for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable.

**SECTION 9.3 No Remedy Exclusive.** No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it

in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Without limiting the generality of the foregoing, neither any of the provisions of this Lease nor the exercise by the Lessor of any right or remedy under this Lease or the failure to exercise any such right or remedy shall limit or restrict any of the rights and remedies of the Lessor hereunder, including, rights and remedies with respect to the Lessee.

**SECTION 9.4 Agreement to Pay Attorneys' Fees and Expenses.** In the event there shall occur any default under any of the provisions of this Lease and the Lessor should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee agrees that it will on demand therefor pay to the Lessor the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Lessor.

**SECTION 9.5 No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE X

### Options in Favor of Lessee

**SECTION 10.1 General Option to Purchase Property.** The Lessee shall have, and is hereby granted, the option to purchase the Property (as a whole but not in part) upon the expiration of the Lease Term. To exercise such option, the Lessee shall give written notice to the Lessor and shall specify in said notice the date of closing such purchase, which date shall be not less than ten (10) nor more than sixty (60) days from the date such notice is mailed.

**SECTION 10.2 Purchase Price.** The purchase price payable by the Lessee in the event of its exercise of the option granted in Section 10.1 shall be contingent upon the Lessee's failure or satisfaction of its jobs commitments set forth and described in that certain Project Agreement by and between the Lessor, the Lessee, and Dale County, Alabama (the "**Project Agreement**"), to wit: (i) FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) if the Lessee fails to satisfy the Initial Jobs Target Minimum by the Initial Jobs Target Date and/or fails to satisfy the Second Jobs Target Minimum by the Second Jobs Target Date (as such previously undefined terms are defined in the Project Agreement); or (ii) ONE HUNDRED AND NO/100 DOLLARS (\$100.00) if the Lessee satisfies the Initial Jobs Target Minimum by the Initial Jobs Target Date and satisfies the Second Jobs Target Minimum by the Second Jobs Target Date (as such previously undefined terms are defined in the Project Agreement). Neither the payment by the Lessee of the purchase price for the Property, nor the purchase of the Property pursuant to Section 10.1, shall relieve the Lessee of any obligations accruing or becoming payable under the terms of this Lease; which such obligations shall survive such payment and purchase, or any other obligations which by their terms survive such payment and purchase.

**SECTION 10.3 Conveyance on Purchase.** At the closing of the purchase pursuant to the exercise of any option to purchase granted in this Article, the Lessor will deliver to the Lessee documents conveying to the Lessee or its designee good and marketable title to the



Property, as such property then exists, subject to the following, (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; and (iii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease.

**ARTICLE XI**

**Miscellaneous**

**SECTION 11.1 Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when (a) personally delivered, (b) the earlier of three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, or the date of actual receipt of such notice, or (c) when actually delivered if delivered by Federal Express, United States Postal Service Express Mail, or similar overnight service, if in each case delivered or addressed to the parties or their assigns at the following addresses (or at such different addresses as shall be given in the manner herein provided):

If to the Lessor:           City of Ozark  
  275 North Union Avenue  
  Ozark, Alabama 3630  
  Attn: Mayor

With a copy to:           Joe W. Adams, Esq.  
  1278 Andrews Avenue  
  Ozark, Alabama 36360

If to the Lessee:           Motobilt Inc  
  71 Dandelion Court  
  Dothan, Alabama 36305  
  Attn: Dan Dubose

With a copy to:           \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

Any of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer, partner or employee.

**SECTION 11.2 Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and assigns, subject, however, to the limitations contained herein.

**SECTION 11.3 Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 11.4 Captions.** The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

**SECTION 11.5 Recording of Lease.** This Lease and every assignment and modification hereof shall be recorded in the Office of the Judge of Probate of Dale County, Alabama, or in such other office as may be at the time provided by law as the proper place for such recordation.

**SECTION 11.6 Law Governing Construction of Lease.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Alabama.

**SECTION 11.7 Prior Agreements Canceled.** This Lease shall completely and fully supersede all other prior agreements, both written and oral, between the Lessor and the Lessee relating to the acquisition of the Property and any options to purchase. No party to any such prior agreement shall hereafter have any rights thereunder but shall look solely to this Lease for definition and determination of all of its rights, liabilities and responsibilities relating to the Property.

**SECTION 11.9 Execution Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 11.10 Net Lease.** This Lease shall be deemed a "net lease", and the Lessee shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, without abatement, deduction or setoff other than those herein expressly provided.

**SECTION 11.11 Capital Lease.** The parties acknowledge and agree that this Lease shall be deemed a "capital lease" for financial accounting purposes.

**SECTION 11.12 Non-Merger of Estates.** Notwithstanding the fact that the fee simple title to the Leased Land, or any portion thereof, and any leasehold in the Project shall, at any time, be held by the same party (including the Lessee or the Lessor), or that any other greater estate and lesser estate in or to the Project, or any portion thereof, shall, at any time, be held by the same party (including the Lessee, or the Lessor), there shall be no merger of such fee simple title and leasehold estate or such greater estate and lesser estate, unless the owner thereof executes and files for record in the Office of the Judge of Probate of Dale County, Alabama, a document expressly providing for the merger of such estates.

*[Signature Page to follow.]*

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed by their duly authorized representatives, all effective as of the 2d day of May, 2019.

CITY OF OZARK, ALABAMA

ATTEST:

By: Denise Strickland  
Name: Denise Strickland  
Its: City Clerk

By: Bob Bunting  
Name: Bob Bunting  
Its: Mayor

STATE OF ALABAMA )

COUNTY OF DALE )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Bob Bunting, as Mayor of the City of Ozark, whose name is signed to the foregoing Lease Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, makes oath that he, as such official and with full authority, has read the foregoing Lease Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said municipal corporation, acting in his capacity as Mayor thereof on this date.

SUBSCRIBED AND SWORN to before me on this the 2d of May, 2019.

Gregory C. Cawsey  
Notary Public

My Commission expires: 06-01-27

MOTOBILT INC

By: [Signature]  
Name: DAN DUBOSE, JR  
Its: PRES / MOTOBILT

STATE OF Alabama )  
COUNTY OF  Dale  )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Dan Dubose, as President + CEO of Motobilt Inc, whose name is signed to the foregoing Lease Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, makes oath that he, as such official and with full authority, has read the foregoing Lease Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said corporation, acting in his capacity as President + CEO thereof on this date.

SUBSCRIBED AND SWORN to before me on this the 2nd of May, 2019.

[Signature]  
Notary Public

My Commission expires: 11-27

EXHIBIT "C"

Form of Requisition

(Attached)

**REQUISITION FOR  
CASH INCENTIVE PAYMENT**

DATE: May 2, 2019

TO: DALE COUNTY, ALABAMA  
ATTN: Dale County  
Commission

FROM: Motobilt

RE: REQUISITION OF CASH INCENTIVE PAYMENT

AGGREGATE CASH  
INCENTIVE PAYMENTS  
PREVIOUSLY RECEIVED: \$ Ø


AMOUNT REQUESTED: \$ 100,000.00

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Pursuant to the Project Agreement among Dale County, Alabama, the City of Ozark, Alabama, Motobilt Inc ("Motobilt"), and Anvil Industrial Group, LLC ("Anvil," and together with Motobilt, the "Companies"), the Companies hereby request payment in the amount specified above. The Companies certify that all conditions for payment under the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid.

Submitted with this Requisition are invoices or other documentation evidencing these expenses and the payment thereof.

**MOTOBILT INC**

By:   
Name: DAN D'AMICO JR  
Title: PRESIDENT

**ANVIL INDUSTRIAL GROUP, LLC**


By:   
Name: DAN D'AMICO JR  
Title: PRESIDENT

EXHIBIT "D"

Form of Guaranty

(Attached)

## GUARANTY

IN CONSIDERATION OF, and as an inducement for the granting, execution and delivery of (i) the Project Agreement dated the 20 day of May, 2019 (together with any and all extensions and renewals thereof and any and all modifications and amendments thereto, the "Project Agreement"), by and among Dale County, Alabama (the "County"), the City of Ozark, Alabama (the "City"), Motobilt Inc ("Motobilt"), and Anvil Industrial Group, LLC ("Anvil," and together with Motobilt, the "Companies," and from time to time individually, a "Company"), and (ii) the Lease Agreement dated the \_\_\_ day of \_\_\_\_\_, 2019 (together with any and all extensions and renewals thereof and any and all modifications and amendments thereto, the "Lease"), by and between the City and Motobilt, for the lease of the property described therein (the "Property"), and in further consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to the undersigned, the receipt and sufficiency of which are hereby acknowledged. **Dan Dubose, domiciled in Houston County, Alabama** (the "Guarantor"), does hereby absolutely and unconditionally guarantee to the City and the County (a) the full and prompt payment when and as due of all rent and any and all other sums and charges payable by the Companies under the Lease and the Project Agreement, and (b) the full and timely performance and observance of all the covenants, terms, conditions and agreements to be performed and observed by the Companies under the Lease and the Project Agreement. The Guarantor further covenants, warrants and represents to the City and the County that each Company has been duly formed and validly exists; that each Company has full right, power and authority to enter into the Project Agreement and the Lease and to own its properties and conduct its business in the State of Alabama; that the Project Agreement and the Lease have been duly authorized, executed, acknowledged and delivered on behalf of the Companies; and that the Project Agreement and the Lease constitute legal, valid and binding obligations of the Companies enforceable in accordance with their terms.

This Guaranty is an absolute and unconditional guaranty of payment and performance. It shall be enforceable against the Guarantor without the necessity for any suit or proceeding on the City's or the County's part of any kind or nature whatsoever against the Companies jointly or a Company severally, and without the necessity of any notice or demand all of which the Guarantor hereby expressly waives except notice of the default of a Company or the Companies; provided, however, so long as the Companies are Controlled (as defined in the Project Agreement) by the Guarantor, the Guarantor hereby expressly waives even notice of default of a Company or the Companies. The Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the City or the County against a Company or the Companies of any of the rights or remedies reserved to the City or the County pursuant to the provisions of the Project Agreement, the Lease, or this Guaranty.

This Guaranty shall be a continuing guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified, diminished, delayed, stayed or impaired by reason of any one or more or all of the following:



a. any proceedings for relief under any federal, state or local bankruptcy, reorganization, insolvency or other creditors' relief statute by or against a Company or the Companies:

b. any assignment (absolute or as security for a loan, or both):

c. so long as the Companies are Controlled by the Guarantor, any extension, renewal, modification or amendment of the Lease or the Project Agreement; if the Companies are no longer Controlled by the Guarantor, without the Guarantor's written joinder, consent or approval, no such extension or renewal (except those provided for in the Lease or the Project Agreement), and no such modification or amendment, shall be binding on the Guarantor to the extent it increases the liability of the Guarantor; or

d. any sublease of the Property or any part thereof.

All of the City's and the County's rights and remedies under the Project Agreement, the Lease, and this Guaranty shall be cumulative and shall be separate and distinct rights and remedies, and no such right or remedy therein or herein mentioned is or shall be in exclusion of, or a waiver of, any of the others.

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

This Guaranty shall be binding upon the Guarantor, its successors and assigns, and shall inure to the benefit of the City and the County, their successors and assigns.

*[Execution follows on next page]*

IN WITNESS WHEREOF, the Guarantor has executed this instrument on this 2 day of May, 2019.

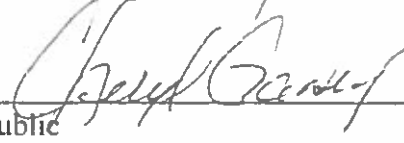
DAN DUBOSE



STATE OF Alabama )  
COUNTY OF Dale )

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Dan Dubose whose name is signed to the foregoing instrument, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said instrument, makes oath that he has read the foregoing instrument and knows the contents thereof, executed the same voluntarily on this date.

SUBSCRIBED AND SWORN to before me on this the 2nd of May, 2019.

  
\_\_\_\_\_  
Notary Public

My Commission expires: 06-01-22