

ADDENDUM
MEETING OF THE MAYOR AND BOARD OF ALDERMEN
June 2, 2026, 6:00 P.M.

1. Consider ratifying the renewal of the Forte Seafood harbor lease for the period of June 1, 2026, through May 31, 2031, as requested by Jim Simpson, City Attorney. AD-1
2. Consider ratifying the assignment and assumption of the Forte Seafood harbor lease to Bradley's Seafood Company, LLC for the period of June 1, 2026, as requested by Jim Simpson, City Attorney. AD-2
3. Consider approving request from the Pass Christian School District to have their annual Leadership Retreat on June 16 -17, 2026, at the Randolph Center. In addition, they are asking that the rental fee (\$100) be waived and they will cover the cleanup fee of \$100.00, this bringing favorable notice to the resources and opportunities of the City, as requested by Jennifer Gay, Assistant Curriculum Coordinator. AD-3
4. Consider accepting the resignation and retirement of Brian Amos, Water Meter Reader, effective September 30, 2026, and pay him any comp-time and vacation time pay per City Policy that he may have accrued while employed. Authorize advertising for this position immediately, as requested by Marian Governor, City Clerk. AD-4

AD-1
6.2.26

STATE OF MISSISSIPPI
COUNTY OF HARRISON

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") by and between Gerald "Jerry" R. Forte ("Assignor"), and Bradley's Seafood Company, LLC, a Mississippi limited liability company, ("Assignee") is effective as of the date ("Effective Date") last signed by Assignor, Assignee and the City of Pass Christian (the "City").

RECITALS:

- A. The City, as landlord, and Assignor, as tenant, entered into a Lease Agreement, dated July 1, 2021, with respect to the seafood dock located in the new small craft harbor in the City ("Lease");
- B. Assignor desires to assign, and Assignee desires to acquire Assignor's interest in and to the Lease;
- C. The aforementioned lease provides, among other things, that the Lease shall not be assigned without the landlord's consent in writing.

AGREEMENT:

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, IT IS AGREED as follows:

- 1. Assignor assigns to Assignee, as of the Effective Date, all Assignor's right, title and interest in and to the Lease.
- 2. Assignor covenants that it is not in default under the Lease, that the Lease is not encumbered by any prior transfer, assignment, mortgage or any encumbrance, and that Assignor has full and lawful authority to assign the Lease.
- 3. Assignee assumes the Lease as of the Effective Date, and will perform and observe all the covenants and conditions therein contained on Assignor's part to be performed and observed, which shall accrue from and after said last mentioned date. Such liability of Assignee under the Lease shall be joint and several with Assignor.
- 4. Assignor shall remain liable for the performance and observance of the covenants and conditions of lessee under the Lease to be performed and observed prior to the Effective Date, but shall have no liability for such covenants and conditions thereafter. Assignee

shall be solely responsible for the performance and observance of the covenants and conditions of lessee under the Lease from and after the Effective Date.

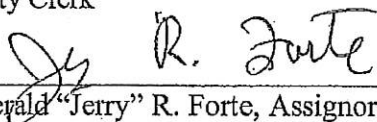
5. The City hereby consents to the aforesaid assignment of the Lease by Assignor to Assignee upon the express condition that no further assignment of the Lease shall hereafter be made without prior written consent of the City, and to the substitution of obligors under the Lease from and after the Effective Date.
6. This Assignment may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or their successors and assigns.

IN WITNESS THEREOF, the parties have set their hands as of the dates set forth below.

CITY OF PASS CHRISTIAN, Lessor

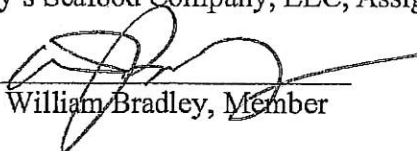
BY: _____
Mayor Kenny Torgeson

ATTEST:

City Clerk


Gerald "Jerry" R. Forte, Assignor

Bradley's Seafood Company, LLC, Assignee

By: 

William Bradley, Member

RESOLUTION OF CORPORATE BOARD

(Certified Copy)

I HEREBY CERTIFY that I am one of the Members of Bradley's Seafood Company, LLC, a Mississippi Limited Liability Company, and the keeper of the records of limited liability company; that the following is a true and correct copy of resolutions duly adopted at a meeting of the Members held in accordance with its Operating Agreement at its offices at which a quorum was present and voting and that the same has not been repealed or amended and remains in full force and effect and does not conflict with any rules of the Limited Liability Company.

BE IT RESOLVED, that William Bradley, Member of Bradley's Seafood Company, LLC, a Mississippi Limited Liability Company, is hereby authorized, empowered, instructed and directed to act for and on behalf of said Limited Liability Company in signing any and all documents necessary to enter into that certain Assignment of Lease Interest to be entered into between Gerald "Jerry" Forte and Bradley's Seafood Company, LLC and for the ratification of the Asset Purchase Agreement entered into on May 18, 2026 between the same entities both of which are attached hereto as global Exhibit 1 attached hereto and by this reference made a part hereof.

There being no further business, on motion duly made and seconded, the meeting was declared adjourned.

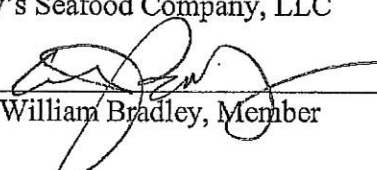
CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the resolution of the Members of Bradley's Seafood Company, LLC, a Mississippi Limited Liability Company adopted at a meeting held at its domicile at which a quorum was present and voting, and the same has not been revoked or rescinded.

IN WITNESS WHEREOF, I have hereunto affixed my name on the 29th day of May 2026.

Bradley's Seafood Company, LLC

By: _____


William Bradley, Member

AD-2
6.2.26

STATE OF MISSISSIPPI
COUNTY OF HARRISON

LEASE AGREEMENT

This Lease Agreement ("**Lease Agreement**") made by and between the City of Pass Christian, a Mississippi municipal corporation (the "**City**"), herein after sometimes referred to as "**Lessor**", and Gerald "Jerry" R. Forte, hereinafter sometimes referred to as "**Lessee**".

WHEREAS, the Lessor and Lessee previously entered into a Lease Agreement as described below (and referred to herein as the "**Prior Lease Agreement**"), for the loading and unloading of seafood products on the East wall of the East Harbor, which lease will expire on May 31, 2026.

WHEREAS, the City and the State of Mississippi acting through the Secretary of State entered into a Tidelands Lease for the new harbor expansion area East of the existing small craft harbor with an initial term of forty years beginning on January 1, 2010, and ending on December 31, 2049 (the "**Tidelands Lease**"), being Exhibit "A", with the understanding that the aforementioned lease with Lessee would continue until it was assigned, the lease term ended, or the lease was otherwise terminated with the City and the City as Lessor would continue to receive all such rental income for such time frame; and

NOW, FOR AND IN CONSIDERATION of the mutual benefits and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties herein do agree as follows:

1. **Lease Term; Rent.** There is hereby leased by the Lessor to the Lessee, and the Lessee hereby leases from the Lessor, the following described land situated in the City, First Judicial District, Harrison County, Mississippi, to -wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The Lessee shall have the use of the wooden pier that adjoins its lease area for its operations, except such portion leased to the adjacent leaseholder. The Lessee will also have reasonable rights of ingress and egress across the portion of the adjacent leaseholder's lease of the wooden pier to reach his leased area. Lessee agrees that it and all of its employees, agents, and contractors under its control and its customers will use their designated dock space so as to not interfere with the other adjacent tenant (Kimball). Lessee agrees that he will comply with the direction of the Harbormaster or his designee regarding any dispute concerning the use of the

common wooden pier for loading and unloading seafood products and for related purposes under this agreement

Provided, however, that this lease and the premises shall be subject to any and all binding restrictions or conditions now or hereafter imposed upon the parties herein by a court or other judicial body having proper jurisdiction in the premises. To have and to hold the above-described premises for a five-year term beginning on July 1, 2026, and expiring on May 31, 2031. The Lessee agrees to pay the Lessor an annual rental payable in advance commencing on the 1st day of July, 2026, in the sum of \$19,300.41 per year, which annual rental rate will be subject to a four percent (4%) increase every five years. Failure to pay the annual rental payment within 10 days of notice from Lessor to Lessee of said failure will result in a 5% late charge assessed proportionately each month until paid.

The Lessee understands and agrees that this sublease agreement shall be subject to all of the terms and provisions of the City's aforementioned Tidelands Lease and amendments thereto attached hereto and incorporated herein as Exhibit "A". The parties herein understand and agree that ninety days prior to the expiration date of the current term of this Lease Agreement, which is May 31, 2031, that the Lessor will have the leased area appraised by a licensed appraiser approved by the Secretary of State to determine the new fair market value and annual rental rate of the lease premises for a new lease agreement if the Lessor and Lessee mutually agree to enter into another lease agreement of the premises. The Lessee will share the costs of the appraisal. After the terms and provisions of the new sublease have been mutually agreed upon and the appraisal(s) has been completed, the Lessor shall offer the new lease agreement to the Lessee and the Lessee shall have ten days to execute and return the lease to Lessor. If the Lessee fails to agree upon mutually agreeable terms for the new lease agreement with the Lessor as provided hereinbefore or alternatively, the Lessee fails to execute and return the lease to the Lessor within ten days of delivery of same by Lessor, the Lessor may declare the Lessee's right of first refusal for the sublease forfeited. The City, in its sole discretion, may agree in writing to grant the Lessee additional time to negotiate terms and ultimately execute a new Lease Agreement. The Lessee understands that the Secretary of State must approve all the terms and conditions of the new Lease agreement.

Lessee understands and agrees that the leased area is over the Public Tidelands of the State of Mississippi and as such, the City cannot warrant title and can only grant the Lessee such rights and interests as it shall have or is vested in the leased premises under various State Statutes or common law court decisions and/or arising under its aforementioned Tidelands Lease with the State of Mississippi by and through its Secretary of State. Lessor covenants and agrees to comply with the terms of the Tideland's Lease; Lessee's obligations under this Restated Lease Agreement are contingent upon the same.

2. **Purpose.** It is understood and agreed that the purpose of this lease is for Lessee to engage in the business of loading and unloading seafood to vessels and trucks and for retail sales purposes. Lessee agrees to use the leased premises for said purpose for a period of not less

than six (6) consecutive months each year and if Lessee fail to use the premises as specified, except by reasons outside of its control, this lease may be cancelled at the option of the City. Non-use of the facility for such purpose during holidays, weekends and periods when the weather does not allow harvesting of seafood in areas typically serviced by the facility shall be disregarded.

3. **Signs.** Should Lessee desire to construct any signs or improvements on said property, written approval of Lessee's plans and specifications must first be obtained from Lessor. Approval of such improvements shall not subject Lessor to any liability or other obligations as to the safety of the said building, equipment or improvement nor for non-compliance with any law or regulation requiring the design or construction of same. Should Lessee desire to use the said property for any other lawful purpose than that stated above, Lessee shall first obtain such approval in writing from the Lessor.
4. **No Interference with Others.** Lessee agrees at their expense to use the premises so as not to interfere with the other tenants or slip users near or adjacent to the premises and to keep the premises free from unsightly vegetation, debris, and rubbish and in a neat and sanitary condition. Lessee will not be allowed to operate its business in such a way to create unreasonable noxious odors or conditions that will materially and substantially affect the uses and enjoyment of the adjoining leaseholders' and other users of the harbor in the vicinity.
5. **Parking.** Lessee agrees and understands that unless marked otherwise the designated municipal parking spaces near its lease are for the non-exclusive use of the Lessee, other tenants in the area and members of the public. The Lessee agrees that it will not allow its customers, employees, or others under its control to unlawfully park in the adjacent street right-of-way or other places not authorized for parking and they shall only park in designated loading areas or parking spaces subject to the time limitations and restrictions as established by the Lessor or the harbormaster.
6. **Compliance with Laws; Docking.** Lessee agrees to not permit any waste or nuisance and abide by all the laws, rules, orders, and regulations of the City, and any other government body or agency and its officials having jurisdiction pertaining to the use and occupancy of the premises. Lessee shall not operate any business which will interfere with the commerce and/or maintenance of the harbor, particularly regarding the business of the other lessees in the unloading or sale of seafood products or fuel or other operations of the harbor. The Lessee shall be allowed to have such number of boat(s) tied together or "rafted" at its leased premises for limited periods of time as the harbormaster may approve, particularly given the needs of the Lessee during peak times of the seafood seasons. The Lessee will not allow any boats or vessels to moor at its leased space, which will unreasonably interfere with the operations of other leaseholders. Boats that are docked outside or adjacent to the leased area of the Lessee with or without the Lessee's permission shall be required to pay usual and customary charges required for same as determined and directed by the harbormaster.

7. **Compliance with Regulations.** Lessee agrees not to do or perform any act or to engage in any omission, or to permit other to do so, which would amount to a breach or violation of the fire, police, or health regulations of the City, Harrison County, State of Mississippi, and the United States of America, nor increase the cost of casualty insurance premiums or cause the cancellation of Lessor's policies. Lessee agrees to abate any nuisance caused or allowed by it by lawful order of any appropriate authority or agency at its own expense
8. **Zoning.** Lessee agrees to abide by all the zoning laws and building codes of the city now or hereafter applicable to said premises.
9. **Sublease; Change of Control.** Lessee agrees not to underlet or sublease premises, or any portion thereof, or to assign this lease without the prior written consent of Lessor, and any attempted assignment or sublease without the written consent of Lessor shall be void. The Lessor and Lessee agree if the Lessee is a corporation or other business entity, that the transfer of the ownership of a controlling interest or management of any business entity in the stock of the corporation or the voting power of said stock, controlling interest or management of any business entity, or transfer of substantially all of the assets of the corporation or entity shall amount to a sublease or under-let requiring the written consent of the lessor. Each Lessee shall be personally responsible for the management of the leased premises and such rights and obligations under this lease may not be delegated without the written consent of the Lessor.
10. **Lessor Rights of Ingress and Egress.** Lessor shall have the right of ingress and egress of the above premises upon reasonable notice for the purpose of inspection or to protect the property of the Lessor.
11. **Lien for Unpaid Amounts.** It is hereby mutually agreed that Lessor shall have a lien upon any improvements erected by Lessee upon the above property and any furnishings or fixtures thereon, for any rent which may be due and unpaid and for the payments of all other money which may be due Lessor hereunder, whether liquidated claims or not.
12. **Default.** In the event of default in the payment of any rental due under this Lease Agreement or breach by Lessee of any of the other terms of this Lease Agreement, which default or breach continues for sixty (60) days after notice thereof given to the Lessee by the Lessor, Lessor may immediately terminate this lease and take possession of said premises and any and every part thereof, including all furniture, equipment and improvement thereon for the purpose of satisfying all claims of the Lessor against Lessee. If Lessee continues to occupy the leased premises after notice of default, the Lessor shall also have the right to enter the leased premises without notice and to remove the Lessee and all others claiming under the Lessee from said premises if Lessor so desires, using such force in removing Lessee, or any person, or any persons, or effects, as may be necessary in so doing and to repossess and enjoy said premises.
13. **Rights to Property upon Termination.** All buildings and permanent improvements constructed or placed upon the above described premises by Lessee, including the Equipment, machinery, and fixtures, not removed as provided herein shall become the

property of the City upon the expiration of this lease; provided, however, the Lessee shall have option of removing its machinery, equipment and trade fixtures (including the Equipment) and restoring the leased property at the cost of Lessee to the condition that the leased premises existed prior to the installation of the Equipment by Lessee, normal wear and tear excepted. Any equipment, machinery, or personal property left on the premises ninety days after termination of the lease shall be considered abandoned.

14. **Binding Effect.** This lease shall be binding upon the heirs, devisees, legal representatives, successors and assigns of all parties hereto.
15. **Destruction by Casualty.** If greater than 50% of the improvements upon the leased premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Lessor and Lessee shall have the right to terminate the lease of the leased premises on notice to the other within ninety (90) days after such destruction and the lease of said premises shall terminate as of the date of such destruction and rental shall be accounted for as between Lessor and Lessee as of that date.

If, as a result of any such casualty, the leased premises are damaged but not greater than 50% of the improvements upon the leased premises destroyed by such casualty, or if neither Lessee or Lessor elects to terminate the lease under the prior paragraph, Lessor shall commence (or shall cause to be commenced) reconstruction of the leased premises to substantially the same or better condition as existed prior to such casualty within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Lessor receives applicable permits and insurance proceeds. In the event Lessor shall fail to substantially complete reconstruction of the leased premises within said two hundred seventy (270) day period, Lessee's sole remedy shall be to terminate the lease of said premises.

In the event of reconstruction of the leased premises, Lessee shall continue the operation of its business in the leased premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Lessee to pay annual rental and any other sums due under this Lease Agreement shall remain in full force and effect during the period of reconstruction.

In the event of the termination of the lease under any of the provisions of this Section 15, both Lessor and Lessee shall be released from any liability or obligation under this Lease Agreement relating to leased premises arising after the date of termination, except as otherwise provided for in this Lease Agreement.

16. **Ad-valorem Taxes.** All buildings, equipment, machinery, trade fixtures and improvements placed upon the leased property by Lessee shall remain the property of Lessee during the term of this lease but shall not be removed from the leased premises without the written approval of Lessor. All of such property shall remain subject to ad valorem taxes levied from time to time by the City and Harrison County taxing authorities and shall be paid by Lessee. Failure to pay any such taxes when they become due shall

amount to a breach of this lease by Lessee and unless cured upon written notice, shall subject the lease to termination as elsewhere herein provided.

Lessor shall pay and be responsible for any and all other ad-valorem or similar taxes with respect to the leased premises, and any and all rent and other charges under the Tidelands Lease.

17. **Utilities.** Lessor may from time to time furnish water and/or sewer services to the leased premises subject to reasonable charges and regulation governing such use of these utilities. Lessor shall be under no obligation to furnish such utilities nor to continue such services if once inaugurated, if Lessor is unable to do so for reasons out of the control of Lessor or if Lessor finds and determines in its sole discretion that it may no longer do so at reasonable cost. Notwithstanding the above, Lessee's obligations hereunder are subject to electricity, water and sewer being available with respect to the leased premises at rates not greater than rates generally charged for such services to the public within the city.

18. **Indemnification.** To the extent permitted by law,
 - (i) Lessee agrees to indemnify, hold and save Lessor, its officials, agents, employees, and contractors harmless from any and all claims; demands, suits or causes of action of whatsoever nature in kind, whether disputed or well-grounded in law or fact, arising from or out of any occurrence in, upon, or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, or invitees, and Lessee agrees to indemnify Lessor and its officials, agents, employees, and contractors for all costs of defense and attorney's fees of any such claims or suits and payments in full of any judgments rendered in said suits together with all interests, damages and costs; and

19. **Surrender of Premises.** Upon the last day of the primary term, or extension thereof or the earlier termination of this lease, the Lessee shall peaceably and quietly surrender possession of the leased premises to the Lessor, including all improvements situated thereon and including all additions, replacements and changes made or placed by the Lessee, except machinery, equipment and trade fixtures that can be removed without significant damage to the premises, in as good condition as the beginning of the term of this lease, except for natural wear and tear.

20. **Maintenance.** Subject to the availability of casualty insurance proceeds or other available funds, Lessor shall at its own expense, maintain in good repair and good and safe condition all major structural improvements, i.e. pavilion roof, floor, foundation, plumbing (including the sewer grinder pump), and electrical systems installed and owned by the City and situated on the premises in excess of \$500.00 per item of repair. Lessee may terminate this lease if Lessor fails to maintain such improvements after due notice, without regard to the availability of insurance proceeds.

Lessee shall have the duty to repair and maintain at its own expense any damage caused by its occupancy and all other structures, equipment and machinery installed by Lessee.

21. **Correction of Hazardous Condition.** In the event of unsafe and/or hazardous condition arising on the leased premises or property thereon relating to or arising from maintenance for which the Lessee is responsible, the Lessor shall provide the Lessee with ten days written notice to remedy the matter, unless a shorter notice period is required due to exigent circumstances. If the Lessee fails to take corrective action in the time required by the notice, the Lessor may take the corrective action and charge the Lessee for such expenses as additional rent or the Lessor may terminate this lease.

In the event of unsafe and/or hazardous condition arising on the leased premises or property thereon relating to or arising from maintenance for which the Lessor is responsible, the Lessee shall provide the Lessor with ten days written notice to remedy the matter, unless a shorter notice period is required due to exigent circumstances. If the Lessor fails to take corrective action in the time required by the notice, the Lessee may take the corrective action and deduct the expenses from future rent due hereunder or the Lessee may terminate this lease.

22. **Property Accepted "As Is".** Lessee acknowledges that it has inspected the premises and accepts same in its present and "as is" condition, subject to completion of the Ice House in accordance with plans previously provided to Lessor. Other than as provided herein the Lessor has made no representations to Lessee or its agents regarding the suitability of the premises for its intended use.
23. **Liability Insurance.** Lessee shall obtain general liability insurance in amounts not less than \$500,000.00 bodily injury coverage and \$100,000.00 property damage coverage, with a copy of said policy to be furnished to the Lessor upon lessee taking possession of the leased property. The Lessor shall be added as an additional insured on with subrogation waived on the Lessee's general liability insurance policy and the policy shall contain a provision that the Lessor shall be notified at the least ten (10) days in advance in the event of any lapse of coverage. The Lessee/Lessees shall not cancel or materially change the insurance policy without first giving notice to Lessor.
24. **Casualty Insurance.** Throughout the term of this lease, including any extensions, Lessor may maintain insurance coverage on the leased premises and improvements, including fire and windstorm insurance, for such value of the improvements as the Lessor shall determine in its sole discretion. Lessee may maintain insurance coverage on its buildings, equipment, machinery, contents, and personal property in its discretion and the Lessor shall have no responsibility or liability for loss or damage to same.
25. **Limited Waiver of Subrogation.** Notwithstanding any other provision of this Lease Agreement to the contrary, neither party to this lease or its officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees shall be liable to the other for loss or damage caused by any risk covered by insurance, and to the

fullest extent allowed by law each party to this lease hereby waives any rights of recovery against the other and its officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees for injury or loss on account of such covered risks.

All policies of property insurance carried by either party with respect to the leased premises and/or the contents thereof shall include a clause or endorsement whereby such party's insurer waives all right of subrogation, and all rights based upon an assignment from its insured, against the other party, its officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees, and in the case of Tenant, its subtenants and their officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees, in connection with any loss or damage thereby insured against. If any policy of insurance requires the agreement of a party's insurer as a condition to the effectiveness of this mutual waiver of subrogation, such party agrees to make a commercially reasonable effort to obtain such agreement.

26. **Attorney Fees.** If it becomes necessary to ensure the performance of the conditions of this lease agreement for the Lessor to employ an attorney, then the Lessee agrees to pay reasonable attorney's fee and court cost therewith.
27. **Governing Law; Amendment.** This lease agreement shall be governed by the laws of the state of Mississippi. No changes or amendments to any portion of this lease agreement shall be valid or binding on either party, unless in writing and signed by both parties herein.
28. **Consents.** With respect to any action or proposed action of Lessee requiring the prior consent of Lessor, said consent shall not be unreasonably conditioned, delayed or withheld.
29. **No Waiver.** The failure of either party to require the performance of any term of this lease agreement or the waiver of either party of any breach of this lease agreement shall not prevent a subsequent breach.
30. **Entire Agreement.** This lease agreement constitutes the entire understanding of the parties. It is declared by both parties that there are no other oral or other agreements or understandings between them affecting this lease agreement and this lease agreement supersedes and cancels all previous agreements, if any, between them affecting this matter, except to the extent set forth herein with respect to the Prior Lease Agreement. It is understood and agreed the Lessee may enter into a subsequent and separate slip agreement with Lessor for docking boats within the harbor and a lease agreement for a fuel dock or other facilities.
31. **Notices.** All notices applicable to Lessor hereunder, shall be directed to the Mayor, City of Pass Christian, Mississippi, an all notices applicable to Lessee/Lessees shall be directed to Jerry Forte, Forte Seafood, Inc., Pass Christian, Mississippi 39571.

32. **Quiet Enjoyment.** So long as Lessee observes and performs the covenants and agreements contained herein, it shall at all times during the lease peacefully and quietly have and enjoy the possession of the premises.

33. **Eminent Domain.** In the event the entire leased premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of such taking, and lessee shall thereupon be released from any liability thereafter accruing hereunder.

In the event a portion of the leased premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this lease as of the date of such taking on giving to Lessor written notice of such termination within sixty (60) days after Lessor has notified lessee in writing that the property has been so appropriated or taken. In the event of such partial taking and lessee does not terminate this lease, then this lease shall continue in full force and effect as to the part not taken and the monthly installment of rent shall be reduced proportionately.

In the event of the termination of this lease by reason of the total or partial taking of the premises by eminent domain, then in any such proceedings Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them respectively, as a result thereof.

WITNESS OUR SIGNATURES on this the _____ day of _____, 2026.

CITY OF PASS CHRISTIAN, Lessor

BY: _____
Mayor Kenny Torgeson

ATTEST:

City Clerk

Gerald "Jerry" R. Forte, Lessee

Exhibit A.

SCANNED



J. Hancock 1st Judicial District
Instrument 2010 6886 D -J1
Filed/Recorded 10/ 6/2010 09:08 A
Total Fees \$ 31.00
33 Pages Recorded

DO NOT WRITE ABOVE THIS SPACE	
<p>Document Prepared by</p> <p>Office of the Secretary of State Raymond D. Carter, Public Lands Attorney Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><input type="checkbox"/> Not a Mississippi Attorney <input checked="" type="checkbox"/> Mississippi Attorney Bar No. <u>8444</u></p>	<p>Return Original Document to</p> <p>Office of the Secretary of State Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><i>If left blank, original document will be returned to document preparer.</i></p>
<p>PUBLIC TRUST TIDELANDS LEASE</p> <p>CITY OF PASS CHRISTIAN, MISSISSIPPI</p> <p>(Pass Christian Harbor)</p>	
<p>Lessor</p> <p>State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-6373</p>	<p>Lessee</p> <p>City of Pass Christian, Mississippi Post Office Box 368 Pass Christian, Mississippi 39571 (228) 452-3311</p>
<p>Indexing Instructions</p> <p>Charles Asnard Claim Section 25, Township 8 South, Range 13 West, First Judicial District of Harrison County, MS</p>	
<p>This document contains <u>33</u> pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.</p>	

PREPARED BY:
Secretary of State
Post Office Box 97
Gulfport, MS 39502
(228) 864-0254

RETURN TO:
Secretary of State
Post Office Box 97
Gulfport, MS 39502
(228) 864-0254

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

THIS AGREEMENT, made and entered into this the _____ day of _____, 201_, by
and between the

THE STATE OF MISSISSIPPI
By the Secretary of State
Public Lands Division
Post Office Box 136
Jackson, Mississippi 39205-0136
Telephone: (601) 359-6373

With approval of the GOVERNOR, ("LESSOR")

AND

CITY OF PASS CHRISTIAN, MISSISSIPPI, ("LESSEE")
By the Board of Aldermen,
Post Office Box 368
Pass Christian, Mississippi 39571
(228) 452-3311

IN CONSIDERATION of the covenants, conditions, and obligations herein provided and to be
observed and performed by LESSEE, LESSOR does hereby lease and rent unto LESSEE,

pursuant to the authority of MISS. CODE ANN. §29-1-107 (Supp. 2009), the following described submerged land, tideland and fast land, hereinafter referred to as LEASE PREMISES, to-wit:

PARCEL A (Submerged Lands of the Original, Existing or West Harbor): All of the bottom lands as described in Exhibit 2-A attached to this LEASE.

PARCEL B (Fast Lands of the Original, Existing or West Harbor): All of the fast lands as described in Exhibit 2-B attached to this LEASE.

Said parcels are depicted on Exhibit 4 attached to this LEASE.

PARCEL A (Submerged Lands of the Proposed, New or East Harbor): All of the bottom lands as described in Exhibit 3-A attached to this LEASE.

PARCEL B (Pram Beach of the Proposed, New or East Harbor): All of the bottom lands as described in Exhibit 3-B attached to this LEASE.

Said parcels are depicted on Exhibit 5-A and 5-B attached to this LEASE.

1. TERM.

1.1 The primary term of this lease shall be for forty (40) years, beginning on the 1st day of January, 2010, and terminating on the 31st day of December, 2049.

1.2 If at the expiration of the primary term, LESSEE has faithfully complied with all terms, covenants, conditions, and obligations of this lease, then LESSEE shall have the option to extend this lease for an additional twenty-five (25) years (SECONDARY TERM) subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE. In the event there is no mutual agreement, the LEASE will not be extended.

1.3 If at the expiration of the SECONDARY TERM, LESSEE faithfully complied with all terms, covenants, conditions and obligations of the LEASE as renewed, then LESSEE shall have the prior right, exclusive of all other persons to re-lease LEASE PREMISES subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE. In the event there is no mutual agreement, the LEASE will not be re-newed or extended.

1.4 It is expressly agreed and understood that during the SECONDARY TERM of this LEASE and during the term of any future leases entered pursuant to Paragraph 1.3, LESSEE shall fully comply with all laws of the State of Mississippi governing the leasing of submerged lands and tidelands in effect at the time of renewal or re-leasing.

1.5 THIS SUBPARAGRAPH HAS BEEN OMITTED.

2. USE OF LEASE PREMISES.

2.1 It is specifically agreed that the LESSEE will use LEASE PREMISES only for the purposes of:

(a) a City Harbor (HARBOR USE) consisting of municipal harbor and marina; boat slips for recreational boating; boat slips for recreational and commercial fishing; and harbor infrastructure, to include wharfs, piers, docks, boat slips, parking areas, boat launches, and access road; and

(b) Related Commercial Development (DEVELOPMENT USE) which shall be limited to light retail, fine dining or casual dining restaurants; low impact businesses related to tourism and recreation; and low impact businesses providing support activities for the commercial fishing activities; all of which would be appropriate and complementary for a working municipal harbor and waterfront development integrated into the city. For purposes of DEVELOPMENT USE low impact shall include, but shall not be limited to, uses that do not materially, directly or indirectly, impair the natural character of tidelands within the LEASE PREMISES or adjacent thereto, do not interrupt the public use of the tidelands within the LEASE PREMISES or adjacent thereto, do not require filling of tidelands, do not interfere with other harbor activities and operations, do not create noise, odors, environmental hazards or unsightly conditions or do not make a disproportionate demand on infrastructure, utilities and services; and are in compliance with existing zoning regulations or ordinances;

all of which serve a higher public purpose of promoting the public access to and public use of the public trust tidelands and submerged lands and may be referred to collectively as USES.

2.2 LESSOR and LESSEE agree that gambling, gaming operation, games of chance and casinos are not permitted uses under the terms of this LEASE.

2.3 LESSOR and LESSEE agree that any lease to a gaming operation or casino to locate on the LEASE PREMISES or other Public Trust Lands at the Pass Christian Harbor location shall, in addition to all other determinations or permissions of other agencies as required by law, require a first party lease between the casino entity and this LESSOR. The LESSOR, in its sole discretion, shall decide whether or not a casino lease will be offered. The LESSOR shall retain one hundred percent (100%) of the revenues from any casino lease.

2.4 LEASE PREMISES shall not be used in such a manner so as to obstruct normal navigation of any artificial, normal or natural channel.

2.5 If LESSEE fails to make use of the property for the USES defined in Paragraph 2.1, above, for a period of ninety (90) consecutive days, then this lease may be terminated or canceled by LESSOR upon thirty (30) days notice.

3. CONSIDERATION; PLACE AND TIME OF PAYMENT; PENALTY

3.1 The LESSEE and LESSOR agree:

(a) The LEASE PREMISES contains both submerged lands and fast lands.

(b) To the extent the LEASE PREMISES is operated by the LESSEE for HARBOR USE and is not used or subleased for DEVELOPMENT USE, LESSEE shall be exempt from any use or rental fees pursuant to Miss. Code Ann. §29-15-13 (Supp. 2009).

(c) The LESSEE, in conjunction with the operation of the LEASE PREMISES for HARBOR USE, may rent boat slips for recreational boating, recreational fishing and / or commercial fishing upon such terms and conditions as the LESSEE deems proper and appropriate. The terms and conditions, including the rental and fee amounts, of the boat slip rental agreements between the LESSEE and any occupant of a boat slip (SLIP AGREEMENTS) shall be established by the LESSEE, subject to review, modification and written approval by the LESSOR.

(d) The LESSEE and any sub-lessee shall pay fair and adequate consideration for all DEVELOPMENT USE on the LEASE PREMISES. That fair and adequate consideration shall be fixed by a qualified appraiser chosen by the LESSOR or approved in writing by LESSOR.

3.2 The LESSEE shall be entitled to retain one hundred percent (100%) of revenues from rentals and fees from SLIP AGREEMENTS within LEASE PREMISES, so long as such revenues are used by the LESSEE for the operation, debt service and maintenance cost of the LEASE PREMISES pursuant to the terms provided in Exhibit 1 attached to this LEASE.

(a) All revenues received from SLIP AGREEMENTS shall be deposited in an account specifically established to pay the operations, debt service for capital improvements to the Pass Christian Harbor and maintenance costs in Exhibit 1. Those funds can only be used for the operations, debt service for capital improvements to the Pass Christian Harbor and maintenance costs in Exhibit 1.

(b) All revenues received for SLIP AGREEMENTS and deposited in the above specific account which are not expended in the LEASE YEAR will, at the end of the fiscal year in which the funds were collected, be transferred to LESSOR to be held in a separate capital improvements trust fund account to be held in trust for and benefit of the Pass Christian harbor. Said funds shall be invested as allowed and provided by law. Said funds shall be accumulated to be used for capital improvements and unanticipated operational expenses and may be used for recovery and rebuilding on the LEASE PREMISES after Catastrophic Destruction. Said funds shall be released by the LESSOR for the provided uses upon approved application by the LESSEE. The LESSOR shall provide to the LESSEE a yearly report as to the activity of the capital improvements trust fund account.

(c) LESSEE shall provide LESSOR with a copy of any all budgets or similar documents produced as a result of the USE of LEASE PREMISES contemporaneous with the documents

being produced and shall provide an annual accounting of all income from HARBOR USE, including SLIP AGREEMENTS, and DEVELOPMENT USE and of all expenditures, including operation and maintenance costs and capital improvements.

3.3 All rent paid by LESSEE for DEVELOPMENT USE shall be paid to LESSOR. All revenues received by the LESSEE from subleases for DEVELOPMENT USE shall be divided between the LESSOR and the LESSEE. The LESSEE shall pay thirty percent (30%) of rents and income from subleases for DEVELOPMENT USE to the LESSOR for deposit into the Tidelands Trust Fund. The seventy percent (70%) retained by the LESSEE shall be used as provided in Paragraph 3.2. The LESSEE shall not use, pledge or otherwise encumber any of the rents and income to which the LESSOR may be or become entitled under this LEASE.

3.4 LESSEE shall collect all rents, fees, revenues, compensation and other income due under any sublease of LEASE PREMISES during the course of the fiscal year. Within thirty (30) days of the end of the LESSEE's fiscal year, the LESSEE shall pay to LESSOR all the amounts due to LESSOR under the LEASE. All payments to LESSOR under this LEASE shall be made payable to the order of the Mississippi Secretary of State.

3.5 Within thirty (30) days of the end of the LESSEE's fiscal year, the LESSEE shall provide an accounting of all rents, fees, revenues, compensation, and other incomes obtained pursuant to this LEASE and all expenditures made pursuant to this LEASE.

3.6 Payments may be made by electronic transfer of funds through Automated Clearinghouse ("ACH") to the attention of Accounts Receivable. ACH payment details shall be transmitted to the attention of Accounting Division, via U.S. mail at P.O. Box 136, Jackson, Mississippi 39205 or by courier delivery at 401 Mississippi Street, Jackson, Mississippi 39205, or via fax at (601) 359-2894.

3.7 Alternatively, payments may be made by check and transmitted to the attention of Accounting Division. Check payment shall be sent via U.S. mail to P.O. Box 136, Jackson Mississippi 39205 or by courier delivery to 700 North Street, Jackson Mississippi 39202.

3.8 Any payments for rent shall not be considered made until actually received in the Office of the Secretary of State in Jackson, Mississippi.

3.9 LESSOR and LESSEE agree that any rent paid during the term of this LEASE, whether under this LEASE or any sublease of this LEASE, is non-refundable and LESSEE waives any right or claim it may have to refund of rents paid under the term of this LEASE.

3.10 If any sum required to be paid under this lease is not made within thirty (30) days of the due date, LESSEE shall be assessed and pay a penalty of one percent (1%) per month or any part thereof on any such sum from the date due until paid. The penalty for any such late payment shall each month be added to the unpaid amount and thereafter shall be deemed to be a part of the past due sum. If upon cancellation or termination of this lease for any reason, LESSEE has not paid all sums required to be paid under this lease, said penalty shall continue to be assessed against any sums owed by LESSEE until paid.

3.11 (a) The LESSOR shall have the right to an accounting and audit of the records relating the all rents, fees, revenues, compensation and other income derived from the operations of this LEASE or any or subleases of this LEASE. Notice of said accounting and audit shall be made in writing with five (5) days business notice to the LESSEE at the address provided in this LEASE. The LESSOR shall designate the persons or agencies who shall conduct the accounting or audit.

(b) LESSEE and sublessees shall make available to LESSOR all required documents and information required by its auditors.

4. RENT ADJUSTMENT.

4.1 In all instances where rent shall be due under this LEASE or any sublease, LESSOR shall, at the end of each five (5) year period of the primary term of this LEASE, determine the annual rent for the following five year period in accordance with Miss. Code Ann. §29-1-107(2) (1972) as amended, or such other applicable statute as may then be in effect. For all subleases, the LESSEE as sublessor, subject to the approval of LESSOR, shall perform the duties prescribed by this Paragraph for the LESSOR.

4.2 The adjusted annual rent shall be the greater of the amount determined by the appraisal or as adjusted by the CPI. However, in no event, shall the adjusted annual rent for any five (5) year period of the lease term be less than the amount fixed as the annual rent effective at the beginning of the lease term

4.3 If LESSOR determines that the rent for the ensuing five (5) year period should be fixed by adjusting the current rent by the increase in the All Urban Consumer Price Index—all items ("CPI"), then LESSOR shall calculate the amount of the rent adjusted by the CPI and notify LESSEE, and the rent for the ensuing five (5) year period shall be fixed as adjusted by the CPI. Said rental amount shall be calculated by multiplying the last effective annual rent in the final year of the preceding five (5) year period by a fraction, having as its numerator the monthly CPI index number for the first calendar month of the five (5) year period during which the adjustment is to take effect, and as its denominator the monthly CPI index number for the first calendar month of the preceding five (5) year period.

4.4 If not adjusted by the CPI, LESSOR shall review and adjust rent by obtaining an appraisal of the fair market rent for LEASE PREMISES from an appraiser of its own choosing and shall furnish LESSEE with a copy of the appraisal. LESSEE may accept the adjusted rent in LESSOR'S appraisal, and the rent for the ensuing five (5) year period shall be fixed at the amount stated in LESSOR'S appraisal.

(a) If LESSEE provides written notice to LESSOR within thirty (30) days after receipt of LESSOR'S appraisal that LESSEE does not agree with the rent determined by LESSOR'S appraiser, LESSEE shall have the right to select an appraiser to conduct a second appraisal of the fair market rent for LEASE PREMISES. Such notice by LESSEE shall not be effective unless the notice contains the name of LESSEE'S appraiser and evidence of a commitment by said appraiser to complete LESSEE'S appraisal within sixty (60) days from the date of LESSEE'S notice to LESSOR. LESSEE'S appraisal shall be completed and a copy

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promptly furnished to LESSOR'S appraiser within sixty (60) days after LESSEE provides the foregoing written notice to LESSOR. LESSOR'S appraiser and LESSEE'S appraiser shall make a good faith effort to resolve any differences in their respective appraisals and, by mutual agreement, fix the annual rent for this LEASE for the ensuing five (5) year period.

(b) If LESSOR'S appraiser and LESSEE'S appraiser cannot agree on the appraised fair market rent for LEASE PREMISES within thirty (30) days after the completion of LESSEE'S appraisal, LESSOR'S appraiser and LESSEE'S appraiser shall select a third appraiser. The third appraiser shall conduct and prepare an independent appraisal of the fair market rent for LEASE PREMISES. The third appraisal of LEASE PREMISES shall be completed and a copy thereof promptly furnished to LESSOR'S and LESSEE'S appraisers within sixty (60) days after the third appraiser is selected. The appraised fair market rent determined by the agreement of any two of the three appraisers within thirty (30) days after completion of the third appraisal shall constitute the rent for the ensuing five (5) year period.

(c) In the event that (i) LESSEE fails to give the proper notice to LESSOR within thirty (30) days after receipt of LESSOR'S appraisal that LESSEE does not agree with the fair market rent determined by LESSOR'S appraiser, or (ii) LESSEE'S appraiser fails to complete his appraisal and furnish a copy to LESSOR'S appraiser within the time allowed, or (iii) the third appraiser fails to complete his/her appraisal and furnish copies to LESSOR'S and LESSEE'S appraisers within the time allowed, or (iv) two of the three appraisers fail to agree on the fair market rent within the time allowed, then the annual rent for the ensuing five (5) year period shall be automatically and finally fixed at the amount set in the appraisal prepared by LESSOR'S appraiser.

4.5 LESSOR and LESSEE each agree to cooperate and use good faith and diligent efforts to complete the foregoing appraisal procedure at the beginning of the five (5) year period for which the adjusted rent is being determined. If for any reason the rent adjustment procedure by appraisal as set forth in Paragraphs 4.4(a)-(c) is not completed prior to the beginning of the ensuing five year period, LESSOR and LESSEE agree that the interim annual rent pending completion of the appraisal procedure shall be equal to the last effective annual rent for the final LEASE YEAR of the preceding five (5) year period as adjusted by the All Urban Consumer Price Index—all items in the manner provided in Paragraph 4.3. If the fair market rent finally fixed by the appraisal procedure is in excess of the interim annual rent, LESSEE shall pay to LESSOR such excess within thirty (30) days after the appraisal procedure is completed.

4.6 LESSOR and LESSEE acknowledge and agree that any appraisal made for the purpose of determining fair market rent for LEASE PREMISES will deduct the value of any improvements owned by LESSEE which substantially enhance the value of LEASE PREMISES.

4.7 Any appraiser employed for purposes of review and adjustment of rent under this LEASE shall be at minimum, State Certified General Real Estate Appraiser, shall be disinterested and shall have no personal interest or bias with respect to LESSOR or to LESSEE or with respect to any of the other selected appraisers. Any such appraiser shall act independently and shall not be compensated on any basis that is contingent on a particular result or outcome or on any action or event resulting from any analysis, opinions or conclusions

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contained in such appraiser's appraisal. Any such appraiser shall act in good faith and in accord with the highest professional standards, and shall endeavor to accurately and fairly determine the true fair market rent for LEASE PREMISES without favor or bias toward the interests of either LESSOR or LESSEE.

4.8 LESSEE and any sublessee agree to furnish financial and income data pertaining to the marina to any appraiser employed to perform appraisals pursuant to the terms and provisions of this LEASE. Information will be furnished for the periods requested by said appraiser.

4.9 In the event LESSOR and LESSEE or any sublessor cannot agree on an adjusted rental amount, the LEASE may be canceled at the option of LESSOR.

5. TAXES, SURVEY COSTS, RECORDING FEES.

5.1 LESSEE covenants and agrees to pay, or require any sublessee to pay, any and all assessed general taxes and special assessments, if ever any there be, applicable to the above described property and LESSEE'S interest therein and improvements thereon; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this LEASE or any other fees directly incurred by the LESSOR in administering or enforcing this LEASE or so determined by applicable law.

6. TRANSFERABILITY OF LEASE.

6.1 LESSEE shall not sublease or otherwise transfer its rights or obligations under this LEASE without prior approval of LESSOR and as provided in this Paragraph.

6.2 LESSEE may enter SLIP AGREEMENTS pursuant to Paragraph 3.1(c).

6.3 LESSEE may sublease areas within LEASE PREMISES for DEVELOPMENT USE.

6.4 All subleases shall be subject to the terms of this LEASE shall be submitted to the Secretary of State for approval and shall not be valid or effective prior to or without the written approval of the Secretary of State. No sublease will be approved unless the sublessee has demonstrated to the Secretary of State that the proposed development is economically viable and sustainable and also promotes the public use of the Public Trust Tidelands, which determination and approval shall be at the sole discretion of the Secretary of State. Further, and without limitation, it shall not be deemed arbitrary or unreasonable if Secretary of State refuses permission to a sublease if (a) a sublessee (i) is in default of the provisions of any lease with the State of Mississippi, (ii) is in default of its obligation to pay taxes, (iii) is in violation of any law or regulation of the federal, state or local government; (b) LESSEE is in default of any provision of this LEASE, or (c) the Secretary of State makes his approval conditional on the imposition of additional terms and provisions which the Secretary of State deems reasonable and necessary to protect the public interest, the State of Mississippi or the public trust tidelands.

6.5 LESSOR and LESSEE acknowledge and agree that in order to best promote and

protect the public interest, the City of Pass Christian, the Pass Christian Harbor, the State of Mississippi and the public trust tidelands, the provisions of all subleases should, at a minimum, insofar as may be applicable under the particular circumstances:

(a) Fully conform to comply with all laws, rules and regulations of the State of Mississippi relating to the use or governing the leasing of submerged lands or tidelands that are in force and effect at the time the sublease becomes effective.

(b) Conform to language in other contemporaneous leases of public trust tidelands including but not limited to procedures for setting initial rents, late penalties, appraisers, rent adjustments, definition of permissible uses, lease term extension and renewals, payment of taxes and special assessments, allocation of costs and expenses, transferability of sublease, default, cancellation and forfeiture, use and maintenance of improvements, restrictions on use, catastrophic destruction of LEASE PREMISES and improvements, appropriate indemnities, insurance, right of entry, cancellation of rights and termination, insolvency and bankruptcy of sublessee, and mortgagee protections.

(c) Subject to paragraph 6.5(a), conform to the terms and provision of this LEASE.

6.6 (a) LESSOR and LESSEE agree that all existing lease agreements heretofore entered by LESSEE on or before December 31, 2009, in any way affecting the LEASE PREMISES or other Public Trust Lands at the Pass Christian Harbor location will be made available for review by LESSOR.

(b) LESSOR and LESSEE agree that LESSEE shall continue to receive all rents and income paid under each existing lease agreement until such time as the existing lease agreement is assigned, expires or is otherwise terminated. No existing agreement may be extended beyond its current term under the existing lease agreement. After termination or expiration of any existing lease agreement, continuation thereof shall be by sublease as provided in this LEASE. After assignment or continuation by sublease of any existing lease agreement, rent shall be shared by LESSOR and LESSEE as provided in paragraph 3 of this LEASE.

6.7 LESSEE will provide the LESSOR a final executed and filed copy of every sublease entered into concerning the LEASE PREMISES.

7. PUBLIC ACCESS ASSURED.

7.1 LESSEE agrees to maintain free public access to LEASE PREMISES during the term of the LEASE, subject to rules and regulations reasonably necessary to ensure the safety and convenience of all users.

8. DEFAULT.

8.1 The parties herein expressly agree that in the event of any default under this LEASE which can be cured solely by the payment of a liquidated sum of money including, but not limited to, the payment of any tax, assessment or rent due under this LEASE, then it shall be

lawful for LESSOR, either with or without process of law, to enter and repossess LEASE PREMISES if such default is not cured by LESSEE within thirty (30) days after written notice to LESSEE and to distrain for any rent, assessment or other sum due under this LEASE at the sole election of LESSOR. If LESSOR elects the remedy of re-entry and repossession, then LESSEE agrees to peaceably surrender possession of LEASE PREMISES to LESSOR in the manner provided in Paragraph 23.4 and Paragraph 23.5. However, nothing herein is to be deemed or construed to mean that LESSOR, in electing one remedy or another available to LESSOR, shall not be permitted to hold LESSEE liable for any unpaid rent, assessment, or other sums due at the time of LESSOR's re-entry and repossession of LEASE PREMISES. LESSEE shall be liable for the payment of all reasonable attorney fees, expenses and costs of LESSOR required for the collection of any sums due under this LEASE. For purposes of this LEASE any ad valorem tax or assessment due any county or municipality applicable to LEASE PREMISES not contested in the manner provided by law under Paragraph 5 shall be deemed to be a liquidated sum.

8.2 LESSEE's default under any other material provisions of this LEASE which cannot be cured solely by the payment of a liquidated sum of money, as provided in Paragraph 8.1, shall result, at the option of LESSOR, in the cancellation of this LEASE after thirty (30) days written notice of default to LESSEE, if such default is not cured by LESSEE within said thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time beyond one hundred and eighty days (180) shall only be granted upon mutual written agreement of both LESSOR and LESSEE. LESSEE shall be liable for the payment of all reasonable attorney fees, expenses and costs of LESSOR incurred in the enforcement of this Paragraph 8.2.

8.3 As to all other conditions, covenants, and obligations imposed on LESSEE under this LEASE not subject to Paragraph 8.1 or 8.2, enforcement shall be by proceeding at law or in equity to restrain violation. Such enforcement by proceedings at law or in equity may be instituted after thirty (30) days written notice to LESSEE if the default or violation has not been cured within that thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time of more than one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

8.4 In any action for unlawful detainer commenced by LESSOR against LESSEE by reason of any default hereunder, the reasonable rental value of LEASE PREMISES for the period of the unlawful detainer shall be deemed to be the amount of rent, additional rent and other charges or payments to be made by LESSEE under this LEASE for such period, unless

LESSEE shall prove the contrary by competent evidence.

8.5 If any subleases are in effect at the time of cancellation or forfeiture of this LEASE, then such subleases shall remain in full force and effect, and all rights of LESSEE under said subleases shall accrue to LESSOR.

9. IMPROVEMENTS AND MAINTENANCE, FUTURE DEVELOPMENT.

9.1 LESSOR acknowledges that the improvements which exist on LEASE PREMISES on the effective date of this LEASE or which may be constructed on the LEASE PREMISES by the LESSEE under the terms of this lease are not the property of LESSOR unless forfeited to LESSOR pursuant to Paragraph 23.

9.2 LESSEE will operate and maintain all existing improvements on LEASE PREMISES and will construct, operate and maintain all future improvements on LEASE PREMISES. No material or substantial alteration or addition to the LEASE PREMISES shall be constructed, placed or assembled and maintained on LEASE PREMISES until LESSOR has first approved in writing such alteration or addition. Such modifications must (a) be consistent with USES allowed under this LEASE, (b) not violate any local, state or federal law or regulation, (c) be approved by all necessary permitting authorities, and (d) not be inconsistent with or prohibited by any term or provision of this LEASE.

9.3 (a) LESSEE agrees to provide LESSOR a complete set of construction plans prior to the start of construction of any improvements.

(b) LESSEE agrees to provide LESSOR with an "as built" survey and a complete set of "as built" plans showing all improvements, modification or additions.

9.4 LESSEE recognizes that LESSOR has a public interest in establishing and maintaining an attractive view of the waterfront on the Mississippi Sound and the Sand Beach. Accordingly, LESSEE agrees that any improvements or modifications to the LEASE PREMISES shall be constructed and maintained for visual and aesthetic appeal, and that their design and construction shall be subject to LESSOR'S approval. LESSEE agrees that it shall, at all times, maintain said view of the waterfront in a first class manner consistent with the public interests and intentions set forth in this Paragraph 9.4. In no event shall exterior walls of sheet or corrugated iron, steel or other metal or asbestos be permitted, nor shall security or chain link fence or wall be used. Without limitation, LESSEE acknowledges this is a material provision of this LEASE.

9.5 All improvements, modifications or additions to improvements on LEASE PREMISES shall be constructed in a workmanlike manner and shall be operated and maintained at LESSEE'S expense. LESSEE shall maintain LEASE PREMISES and all improvements thereon in a good state of repair and in a clean, orderly, and attractive condition with due regard to public health and safety.

9.6 LESSEE shall diligently prosecute construction of improvements to completion, to the end that such improvements shall not remain in a partly finished condition any longer than

reasonably necessary for completion thereof.

9.7 LESSEE shall not make or permit to be made any alterations, additions or improvements to the LEASE PREMISES without the prior written consent of the LESSOR.

9.8 The provisions of this Paragraph shall be included in all subleases of the LEASED PREMISES.

10. COMPLIANCE WITH APPLICABLE LAWS AND RESTRICTIONS ON USE.

10.1 LESSEE shall comply with any and all applicable federal, state, county or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits (collectively "RESTRICTIONS"). If LESSEE is charged with a violation of such RESTRICTIONS and the violations complained of do not pose an immediate threat to the public health or safety or damage or destruction to or waste of LEASE PREMISES, then LESSEE shall have the right to contest a complaint of violation of such RESTRICTIONS in the manner provided by law, without such contest constituting a default under this LEASE. However, nothing herein shall be deemed or construed to prohibit or limit LESSOR'S right to take any action available in equity or law to protect LEASE PREMISES and adjoining State property from damage, waste or destruction.

10.2 As provided in the Mississippi Torts Claim Act, the LESSEE shall be liable for any claims or damages arising as a result of a breach of the covenants of Paragraph 10.1 and from all costs, expenses and charges arising there from including, without limitation, attorney fees and court costs incurred by LESSEE in connection therewith. This provision shall survive the expiration or termination of this LEASE.

10.3 Unless expressly approved by LESSOR, which approval may be withheld by LESSOR in its sole discretion, LESSEE shall not change or attempt any change in zoning, or obtain or apply for a conditional use permit, zoning variance or exception or other similar approval with respect to the use or development of the LEASE PREMISES not expressly allowed under Paragraph 2 or Paragraph 6; and shall not use, develop or attempt to use or develop the LEASE PREMISES or any portion thereof not expressly allowed under Paragraph 2 or Paragraph 6.

10.4 LESSEE shall not under the terms of this LEASE construct any building, structure or pier of any type on State property adjacent to or adjoining LEASE PREMISES.

10.5 LESSEE shall not use LEASE PREMISES in violation of any state or federal regulation pertaining to coastal wetlands, or this lease shall be subject to termination or cancellation by LESSOR upon thirty (30) days written notice to LESSEE.

10.6 LESSEE shall maintain the LEASE PREMISES at LESSEE'S expense and in a clean, orderly, healthful, and attractive condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health and safety, and subject to inspection by LESSOR or his representative at any time.

10.7 It is expressly agreed by and between the parties that LESSEE will not occupy or use, nor permit to be occupied or used, LEASE PREMISES for any activity deemed hazardous or for any unlawful purposes.

11. DISPUTED CLAIM.

11.1 Should a court of competent jurisdiction by a final, non-appealable judgment or court order, determine that title to the LEASE PREMISES is not vested in LESSOR, this LEASE shall be terminated.

11.2 LESSEE and LESSOR agree that this LEASE will not operate as evidence in any judicial action to determine ownership of the LEASE PREMISES.

12. CATASTROPHIC DESTRUCTION.

12.1 In the event of catastrophic destruction by natural causes of any LESSEE owned improvements on the LEASE PREMISES, LESSEE may terminate this LEASE at its option, provided the LEASE PREMISES are surrendered in a condition at least equal to that at the inception of this LEASE.

12.2 In the event of catastrophic destruction by natural causes of any LESSEE owned improvements on the LEASE PREMISES, LESSEE may, but shall not be obligated to, restore or replace any portion of such improvements lost or damaged. The LESSEE may make application to use funds from the capital improvements trust fund account for rebuilding and recovery from Catastrophic Destruction on LEASE PREMISES. However, if such funds existing on the date of the Catastrophic Destruction in the capital improvements trust fund account are not spent within five years of the date of the Catastrophic Destruction, unless extended by agreement in writing by the parties, said funds shall revert to the Public Trust Tidelands Fund.

12.3 LESSOR reserves the right to terminate the LEASE with thirty (30) days notice unless LESSEE notifies LESSOR within one hundred, eighty (180) days after the catastrophic destruction of its intent to rebuild, setting forth the schedule for rebuilding and thereafter, with due diligence on schedule, constructs new facilities of same or similar kind as those destroyed, consistent with the uses and terms set forth in this LEASE. The schedule for rebuilding shall provide for the commencement of construction not more than one hundred, eighty (180) days after notice of the intent to rebuild is given and rebuilding shall not exceed one year (1) year from the commencement of construction.

12.4 In the event LESSOR elects to terminate this LEASE under this paragraph, then LESSEE shall be obligated to surrender LEASE PREMISES in a condition at least equal to that at the inception of this LEASE, including removal of debris and LESSEE's improvements or remains of improvements. If LESSEE fails to surrender LEASE PREMISES in the condition required, LESSOR shall have all remedies available to it under Paragraphs 23.4 and 23.5 of this LEASE concerning removal of LESSEE's improvements at LEASE termination.

12.5 In the event LESSOR elects to terminate this LEASE under this paragraph, then

LESSEE shall be obligated to continue LEASE payments until surrender of the LEASE PREMISES pursuant to the terms of paragraph 12.4.

12.6 In the event of catastrophic destruction of any of LESSEE's improvements on LEASE PREMISES, and if LESSEE has business interruption insurance, then the obligations under this LEASE will continue for the period of the business interruption insurance. If the LESSEE has no business interruption insurance and if substantial reconstruction of improvements is begun within one hundred and eighty (180) days after catastrophic destruction, LESSEE shall not be required to make any additional rent payments that come due under this LEASE during the period of time between such catastrophic destruction and the commencement of construction.

12.7 The terms of Paragraph 12 shall be included in and apply to any sublease entered pursuant to Paragraph 6.

13. PROTECTION OF LEASE PREMISES.

13.1 LESSEE and any sublessee of LESSEE shall exercise due diligence in the protection of LEASE PREMISES and other property of LESSOR in the vicinity of the LEASE PREMISES against damage or waste from any and all causes.

13.2 LESSEE shall be responsible for any damages to LEASE PREMISES proximately caused, in whole or part by use of LEASE PREMISES or the activities of LESSEE under this LEASE.

13.3 Sublessees shall be responsible for any damages to LEASE PREMISES proximately caused, in whole or part, by use of LEASE PREMISES or the activities of sublessee under this LEASE or any sublease.

13.4 Neither the LESSEE nor any sublessee shall deposit any refuse, waste or substances regulated under local, state or federal environmental and health laws on LEASE PREMISES. Nor shall LESSEE or any sublessee of LESSEE make any such deposits on, or damage any submerged lands or tidelands or other property belonging to the State of Mississippi adjacent to or adjoining LEASE PREMISES. Disposition of refuse and waste shall be consistent with local, state and federal environmental and health laws and regulations. Failure to comply with such laws and regulations shall be deemed to be a material breach of this LEASE or any sublease.

14. INDEMNITY AND HOLD HARMLESS.

14.1 As provided in the Mississippi Torts Claim Act, the LESSEE shall be liable for any claims or damages arising as a result of any and all liability, loss, damages, claims, suits or actions at law or equity, judgments, penalties (civil or criminal) and costs, including attorney's fees, which may arise or grow out of LESSOR'S reliance upon LESSEE'S representation that LESSEE has the right to occupy the uplands adjacent to SAID PROPERTY and to exercise littoral rights in connection therewith.

15. QUIET AND PEACEFUL POSSESSION.

15.1 LESSEE shall have quiet and peaceful possession of LEASE PREMISES so long as LESSEE is in compliance with the terms and provisions of this LEASE.

16. RIGHT OF ENTRY / INSPECTION RIGHTS.

16.1 LESSOR or its authorized representative shall have the right to enter onto LEASE PREMISES or improvements thereon at any reasonable hour to inspect LEASE PREMISES for purposes of verifying compliance with the terms and provisions of this LEASE.

16.2 LESSEE grants unto LESSOR rights of ingress and egress to LEASE PREMISES in, over, across and through uplands and facilities on uplands owned or controlled by LESSEE, upon reasonable times, for purposes of entering onto and inspecting LEASE PREMISES.

16.3 In any sublease granted by LESSEE, LESSEE will require that a provision is included granting LESSOR and LESSEE the right of access as provided in Paragraph 16.

17. LESSOR NOT RESPONSIBLE.

17.1 LESSEE assumes full responsibility for the condition of the PREMISES and LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects to the LESSEE or to any occupant or to anyone on the LEASE PREMISES who derives his right to be thereon from LESSEE. LESSEE agrees to maintain the LEASE PREMISES in good condition, keeping the structures and equipment located thereon in a good state of repair in the interest of public health and safety.

18. LIABILITY INSURANCE.

18.1 LESSEE shall secure and maintain throughout the term of the lease a liability insurance policy providing coverage in a commercially reasonable amount to be determined by LESSEE against accidents, death or bodily injury or loss or damage to property occurring on or in connection to LEASE PREMISES, or LESSEE'S improvements, or arising out of or associated with any activity of LESSEE on LEASE PREMISES. LESSEE shall annually supply a certificate evidencing said insurance to LESSOR. In the alternative, LESSEE shall secure and maintain throughout the term of the lease a policy of liability coverage from the Mississippi Municipal Liability Plan or any similar group approved pursuant to MISS. CODE ANN. §11-46-1, et seq. (Supp. 2009), providing coverage in the amount legally required against accidents, death, bodily injury or loss or damage to property occurring on or in connection to LEASE PREMISES, or LESSEE'S improvements, or arising out of or associated with any activity of LESSEE on LEASE PREMISES.

18.2 In any sublease granted by LESSEE, LESSEE will require that a provision is included providing the sublessee will maintain commercially available insurance in an amount approved by LESSOR and provide proof to the LESSOR in a manner similar to Paragraph 18.1.

19. RESERVATION OF MINERAL RIGHTS.

19.1 LESSEE further covenants and agrees that this lease and interest of LESSEE shall not include any mineral, oil or gas, coal, lignite, or other subterranean rights whatsoever.

20. WAIVER NOT A DISCHARGE.

20.1 No failure, or successive failures, on the part of LESSOR to enforce any term or provision of this LEASE, nor any waiver or successive waivers by LESSOR of any term or provision of this LEASE, shall operate as a discharge thereof or render the same inoperative or impair the right of LESSOR to enforce the same in the event of subsequent or continuing breach or breaches or upon any renewal thereof.

21. NOTICE.

21.1 (a) All notifications or submissions required under the terms of this LEASE shall be made by U.S. Mail or by rapid delivery courier service to the parties at the following addresses:

Secretary of State:

Assistant Secretary of State
Public Lands Division

(By U. S. Mail)
Post Office Box 136
Jackson, Mississippi 39205-0136

(By courier)
700 North Street
Jackson, Mississippi 39207

Telephone: (601) 359-6373
Facsimile: (601) 359-461

City of Pass Christian

Attention: Mayor.

(By U.S. Mail)
Post Office Box 368
Pass Christian, Mississippi 39571

(By courier)
200 W. Scenic Drive
Pass Christian, Mississippi 39571
Telephone: 228-452-3311

(b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

21.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 21, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

22. LAWS OF MISSISSIPPI TO GOVERN.

22.1 This LEASE and any sublease of this LEASE are to be governed by the laws of the State of Mississippi, both as to interpretation and performance.

22.2 Jurisdiction and venue shall be as provided by law.

23. CANCELLATION OR TERMINATION OF LEASE.

23.1 Except as provided in Paragraph 11, in the event of the invalidation of any material provision of this LEASE by a final, non-appealable judgment or court order, either LESSOR or LESSEE may cancel this LEASE or LESSOR and LESSEE may renegotiate this LEASE on mutually agreeable terms.

23.2 LESSEE shall be in default if LESSEE should at any time fail to make permitted USES of LEASE PREMISES or abandon LEASE PREMISES for a period of ninety (90) consecutive days, and this LEASE may be canceled by LESSOR after thirty (30) days written notice to LESSEE, provided, LESSOR and LESSEE may, within sixty (60) days from the giving of such notice, negotiate a new lease of LEASE PREMISES on mutually agreeable terms. Any further extension of time under this Paragraph 23 shall be granted only upon mutual written agreement of LESSOR and LESSEE.

23.3 If not sooner cancelled or terminated, this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the primary term, or if renewed pursuant to Paragraph 1.2, then this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the secondary term.

23.4 Immediately upon the cancellation or termination of this LEASE for any reason, LESSOR shall be entitled to take possession of LEASE PREMISES, custom and usage to the contrary notwithstanding, and LESSEE covenants and agrees immediately and peaceably to quit, deliver up and surrender possession of LEASE PREMISES to LESSOR, provided LESSEE shall promptly remove improvements and restore LEASE PREMISES as provided in Paragraph 23.

23.5 LESSEE shall have one hundred and eighty (180) days from the date this LEASE is cancelled or terminated for any reason to remove LESSEE'S improvements, structures and equipment and to restore LEASE PREMISES to a condition at least equal to that at the inception of this LEASE. If LESSEE declines or fails to remove such improvements, structures and equipment or restore LEASE PREMISES within the time provided, then such improvements, structures and equipment will be deemed forfeited by LESSEE, and may be removed and/or sold by LESSOR. Manner of removal, sale and price for materials and equipment shall be in the sole discretion of LESSOR. Any costs incurred by LESSOR in the removal of such improvements, structures and equipment or restoring LEASE PREMISES shall be paid for from the proceeds of sale of such improvements, structures and equipment. If funds derived from the sale of such improvements, structures and equipment are insufficient to pay such costs; LESSEE shall be liable for such deficiency.

23.6 LESSEE shall be liable for the payment of all reasonable attorney fees, expenses and costs of LESSOR incurred in the enforcement of this Paragraph 23.

24. MISCELLANEOUS.

24.1 As a condition precedent to the exercise of any right granted to LESSEE under this LEASE, LESSEE covenants and binds itself, its successors and its assigns to faithfully and timely comply with all the terms and provisions of this LEASE.

24.2 The remedies set forth in this LEASE are not exclusive, and the election of one remedy by LESSOR shall not be deemed or construed as a waiver of any other remedy available to LESSOR. In addition to the remedies provided in this LEASE, LESSOR shall be entitled to whatever remedies it may have otherwise at law or in equity.

24.3 LESSOR and LESSEE agree that they will execute and deliver, at the request of the other, any and all such documents or other written instruments as may be reasonably necessary or appropriate to carry out and effectuate the intent and purpose of this LEASE.

24.4 No amendments or additions to LEASE shall be binding unless in writing and signed by all parties.

24.5 All covenants and agreements herein shall bind and inure to the benefit of the parties hereto and to their successors and assigns.

24.6 In executing this LEASE, LESSOR is relying on a survey and/or legal description as agreed to by the LESSEE.

24.7 This instrument constitutes the entire agreement between LESSOR and LESSEE and supersedes all prior understandings, previous negotiations, and any memoranda or understanding with respect to the subject matter hereof.

24.8 Each individual executing this LEASE on behalf of LESSEE represents and warrants that he is duly authorized to do so on behalf of the City of Pass Christian, and that this

LEASE is binding upon the City of Pass Christian in accordance with its terms. LESSEE shall, at LESSOR'S request, deliver a certified copy of its Board's resolution authorizing said execution.

25. DEFINITIONS.

25.1 DEVELOPMENT USE shall have the meaning set forth in Paragraph 2.1(b).

25.2 HARBOR USE shall have the meaning set forth in Paragraph 2.1(a).

25.3 LEASE shall mean that lease agreement by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and the City of Pass Christian, effective January 1, 2010, for certain surface lands, submerged lands or tidelands referred to as LEASE PREMISES.

25.4 LEASE PREMISES shall mean those submerged lands and fast lands constituting the Pass Christian Harbor and adjacent lands, including the Original, Existing or West harbor and the Proposed, New or East harbor, as described in Exhibits 2-A, 2-B, 3-A and 3-B, and situated along the south side of the toe of the seawall located south of US Highway 90 in the vicinity of located within Section 25, Township 8 South, Range 13 West, City of Pass Christian, First Judicial District of Harrison County, Mississippi.

25.5 LEASE YEAR begins on the calendar date the LEASE becomes effective and each succeeding anniversary date, and extends for 365 days, but in the case of leap years, extends for 366 days.

25.6 LESSEE shall mean City of Pass Christian, Mississippi.

25.7 LESSOR shall mean the State of Mississippi, acting by and through the Secretary of State with the approval of the Governor.

25.8 RESTRICTIONS shall mean any and all federal, state, county, district or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits applicable to LESSEE'S use of and activities on LEASE PREMISES.

25.9 SECONDARY TERM shall have the meaning set forth in Paragraph 1.2.

25.10 SLIP AGREEMENT shall have the meaning set forth in Paragraph 3.1(c).

25.11 USBS shall have the meaning set forth in Paragraph 2.1 herein.

IN WITNESS WHEREOF, this lease is executed by LESSOR and LESSEE, this the 10th day of August, 2010.

LESSEE
CITY OF PASS CHRISTIAN

BY: [Signature]
Print Name Leo C. P. P. McDERMOTT
Office MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 10 day of August, 2010, within my jurisdiction the within named Leo Chigars McDerrott, personally known to me to be the Mayor of the CITY OF PASS CHRISTIAN, MS, who acknowledged that he/she executed the above and foregoing LEASE AGREEMENT as the act and deed of said county, on the date and for the purposes therein stated, being first duly authorized to so do.

[Signature]
NOTARY PUBLIC

My Commission Expires:
January 13, 2012



LESSOR:
STATE OF MISSISSIPPI
C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

BY: [Signature]
C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 1 day of August, 2010, within my jurisdiction the within named, C. DELBERT HOSEMANN, JR, personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

Lauren Armstrong
NOTARY PUBLIC

My Commission Expires:
9-28-2012



APPROVED BY THE GOVERNOR of the State of Mississippi on the 21st day of September 2010

Haley Barbour
HALEY BARBOUR, GOVERNOR

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 21st day of Sept., 2010 within my jurisdiction the within named HALEY BARBOUR, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

My Commission Expires:



Bethany J. Bryant
NOTARY PUBLIC



PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

EXHIBIT 1

1. Harbor operation and maintenance costs for which the revenues from USE of the LEASE PREMISES (the "Revenues") may be used shall be paid from a separate fund and shall be accounted for thru separate accounts and accounting registers.

2. The Revenues may be used by the LESSEE for the following expenses:
 - a. Salaries: Reasonable salaries for employees, to include the harbor master, and others solely dedicated to the operation and maintenance of the Harbor can be paid from the Revenues. All employees paid from the Revenues shall be detailed only for harbor operations and maintenance and shall be designated and identified in the city of Pass Christian's personnel roster or employment chart. If employees who are assigned operation and maintenance duties at the Harbor are also detailed or assigned other non-Harbor duties, accurate duty assignment records and time records will be maintained to support the salaries paid from the Revenues.

 - b. Employee Benefits: Normal and usual employee benefits associated with a compensation package or which are normally and regularly paid by an employer if a part of a compensation plan use by a government entity of the State of Mississippi, to include employee related retirement benefits, medical insurance benefits, and life insurance benefits; taxes normally and usually assess to an employer to include worker's compensation insurance, unemployment insurance, and social security payments can be paid from the Revenues. Withholdings which are normally and usually paid from the employee's earnings may not be paid from the Revenues. If employees who are assigned operation and maintenance duties at the Harbor are also detailed or assigned other non-Harbor duties, accurate duty assignment records and time records will be maintained to support the benefits paid from the Revenues.

 - c. Vehicles, Machinery and Equipment: Reasonable expenses related to vehicles, machinery and equipment which are detailed only to the operations and maintenance of the harbor may be paid from the Revenues. Vehicles shall be those which are necessary and essential for harbor operations and maintenance, and may not be used for personal or non-business reasons. Vehicles cannot be provided for employee transportation to and from work. Machinery and equipment must be dedicated to the repair and upkeep of the harbor, to include bulkheads, piers, utilities, safety devices, landscape adjacent to and in the immediate vicinity of the harbor, and buildings at the harbor and related to harbor operations. Mileage for use of personal vehicle cannot be paid from the revenues; any off site (away from the harbor) travel can be accomplished in harbor dedicated vehicles. Equipment can include a limited number of city owned small boats and necessary motors in order to access harbor areas from the water for the purpose of maintenance and repair.

 - d. Fuel & Oil: Reasonable expenses for fuel and oil which are related to vehicles, machinery and equipment used in the operations and maintenance of the harbor as detailed on this Exhibit can

be paid from the Revenues. Fuel and oil paid from the Revenues is solely for the operations and maintenance and is not for use by any vehicle or boat not owned by the city of Pass Christian for harbor use and cannot be sold to any person.

e. **Maintenance & Repairs:** Reasonable expenses related to the maintenance and repairs of the harbor and related facilities and equipment can be paid from the Revenues. Maintenance and repairs must be related to the repair and upkeep of the harbor, to include harbor buildings, bulkheads, boat launches, piers and docks, utilities, office equipment, safety devices, landscape adjacent to and in the immediate vicinity of the harbor.

f. **Utilities:** Reasonable expenses for gas, electricity and sewer directly related to the operations of the harbor master's office and related facilities and equipment, piers and docks, boat launches, safety equipment and operations, and other operation and maintenance activities directly related to the harbor can be paid from the Revenues. Utilities associated with boats berthed in the harbor's rental slips cannot be paid for from the Revenues. Such costs associated with boats berthed in the harbor's rental slips cannot be paid for from the Revenues unless such costs are collected as a separate portion or part of the berth or slip rental. If so, then the amount collected as a separate portion of the berth or slip rental will fully cover the rental's associated utilities cost.

g. **Telephone:** Reasonable expenses for telephones, facsimile devices, computer services, marine radios, and other similar communication devices and services directly related to the operations of the harbor, to include those services and items necessary for the efficient operations of the harbor master's office can be paid from the Revenues. Such costs associated with boats berthed in the harbor's rental slips cannot be paid for from the Revenues unless such costs are collected as a portion or part of the berth or slip rental. If so, then the amount collected as a portion of the berth or slip rental will fully cover the rental's associated cost. Cellular telephone equipment and service shall not be paid from the Revenues, except that the harbor master and all harbor related personnel can be provided cellular equipment and service for harbor business only. All communication service provided to the harbor operations or to the harbor master will be monitored via a call log or call report obtained from the service provider.

h. **Garbage:** Reasonable expenses for refuse collection or garbage service directly related to harbor operations can be paid from the Revenues. Such collection or service associated with boats berthed in the harbor's rental slips cannot be paid for from the Revenues unless such costs are collected as a separate portion or part of the berth or slip rental. If so, then the amount collected as a separate portion of the berth or slip rental will fully cover the rental's associated cost. The harbor can provide the necessary refuse collection cans in order to maintain an attractive, safe and sanitary location.

i. **Insurance:** Reasonable expenses for harbor building and building, contents and equipment insurance related to the operations and maintenance of the harbor can be paid from the Revenues. Insurance for any other operations or purposes in the harbor vicinity, except insurance to meet the requirements of Paragraph 16 and paragraph 2.b of this exhibit, are not allowable expenses to be paid from the Revenues, without prior written consent of the Secretary of State.

j. **General Office Supplies:** Reasonable expenses for general office expenses, including office

supplies such as paper, pens, pencils, notebooks, registers, log books, receipt books and stamp pads and stamp markers; office furniture such as desk, chairs, lights and filing cabinets; and miscellaneous items such as light bulbs, clocks, calendars, cleaning supplies and cleaning equipment, all of which must be rationally related to and are in fact used for the operations and maintenance of the harbor can be paid from the Revenues.

k. Debt Service: Debt Service related to obligations entered by the LESSEE for maintenance and improvements to the Pass Christian harbor located on the LEASE PREMISES can be paid from the Revenues. Debt service should be in an amount which can be amortized no longer than twenty (20) years by anticipated revenue from SLIP AGREEMENTS which is an excess of the yearly expenses anticipated in Paragraph 2 (a) thru (j).

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

EXHIBIT 2-A

PARCEL A (Submerged Lands of the Original, Existing or West Harbor):

All of the bottom lands situated and being located within the confines of the Pass Christian Harbor, less those bottomlands previously leased by the Secretary of State to the Pass Christian Yacht Club, Inc. (Deed Book 1322, Page 232) and being part of the Charles Asnard Claim, Section 25, Township 8 South, Range 13 West, City of Pass Christian, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Beginning at the northerly end of the concrete bulkhead that borders the easterly confines of the Pass Christian Harbor and being the intersection of said bulkhead with the mean high water line of the northerly shoreline of the Pass Christian Harbor, said Point of Beginning having Grid Coordinates of North 296057.13 and East 853915.35 of the Mississippi State Plane Coordinate System, East Zone, NAD '83; thence run from said Point of Beginning the following courses and distances along the said bulkhead that borders the easterly confines of the Pass Christian Harbor: South 18 degrees 51 minutes 39 seconds East 272.26 feet; thence run South 18 degrees 18 minutes 31 seconds East 65.87 feet; thence run South 15 degrees 02 minutes 32 seconds East 33.21 feet; thence run South 10 degrees 46 minutes 48 seconds East 85.71 feet; thence run South 02 degrees 55 minutes 47 seconds East 173.19 feet; thence run North 88 degrees 38 minutes 57 seconds East 6.15 feet; thence run South 03 degrees 12 minutes 10 seconds East 65.06 feet to a bulkhead along the northerly border of a boat launch; thence run North 79 degrees 52 minutes 45 seconds East 4.43 feet along the bulkhead running along the said boat launch; thence run North 41 degrees 42 minutes 34 seconds East 26.69 feet along the bulkhead running along the said boat launch; thence run South 48 degrees 17 minutes 26 seconds East 49.58 feet across the easterly end of said boat launch to a bulkhead on the northerly line of property leased to the Pass Christian Yacht Club (Public Trust Tidelands Lease / Deed Book 1322, Page 220); thence run South 41 degrees 57 minutes 52 seconds West 60.44 feet along said bulkhead and lease line to the end of said bulkhead and the Northeast corner of a bottomland lease parcel to the Pass Christian Yacht Club (Deed Book 1322, Page 232); thence continue South 41 degrees 57 minutes 52 seconds West 329.51 feet along the north line of said lease parcel to the Northwest corner of said lease parcel; thence run South 53 degrees 12 minutes 16 seconds East 126.75 feet along the westerly limits of said lease parcel to the northerly margin of a concrete breakwater; thence run South 80 degrees 02 minutes 21 seconds West 297.68 feet along said breakwater to the mouth or entrance into the Pass Christian Harbor; thence run North 06 degrees 27 minutes 02 seconds East 85.58 feet across the mouth or entrance into the Pass Christian Harbor to a point on the northerly margin of a breakwater; thence run South 89 degrees 37 minutes 31 seconds West 583.52 feet along the northerly margin of said breakwater to the Southwest corner of the Pass Christian Harbor and to a concrete bulkhead that borders the westerly confines of the Pass Christian Harbor; thence run the following courses and distances along the said bulkhead that borders the westerly confines of the Pass Christian Harbor: North 11 degrees 12 minutes 32 seconds West 30.35 feet; thence run North 15 degrees 23 minutes 11 seconds West 213.54 feet;

thence run North 16 degrees 00 minutes 42 seconds West 117.89 feet; thence run North 15 degrees 06 minutes 31 seconds West 138.52 feet; thence run North 19 degrees 53 minutes 39 seconds West 14.50 feet; thence run North 28 degrees 38 minutes 53 seconds West 13.06 feet; thence run North 48 degrees 01 minutes 37 seconds East 2.09 feet; thence run North 15 degrees 44 minutes 50 seconds West 127.21 feet; thence run North 16 degrees 17 minutes 23 seconds West 104.54 feet to the intersection of the bulkhead that borders the westerly confines of the Pass Christian Harbor with the mean high water line of the northerly shoreline of the Pass Christian Harbor; thence run generally Easterly 1082 feet, more or less, along the meandering mean high water line of the northerly shoreline of the Pass Christian Harbor to the Point of Beginning and containing 22.22 acres, more or less.

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

EXHIBIT 2-B

PARCEL B (Fast Lands of the Original, Existing or West Harbor):

All of the uplands located adjacent to the bottom lands situated and being located within the confines of the Pass Christian Harbor, being the submerged lands described in Parcel A, and less those parcels previously leased by the Secretary of State to the Pass Christian Yacht Club, Inc. (Deed Book 1322, Page 232) and being part of the Charles Asnard Claim Section, Township 8 South, Range 13 West, City of Pass Christian, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Beginning at the intersection of the seawall and Market Street at the CFX, said Point of Beginning having Grid Coordinates of North 296161.72 and East 853924.22 of the Mississippi State Plane Coordinate System, East Zone, NAD '83; thence run from said Point of Beginning the following courses and distances along the said East boundary of Market Street, South 20 degrees 21 minutes 18 seconds East 361.75 feet; thence run South 20 degrees 21 minutes 18 seconds East 225.43 feet to IRF; thence run South 41 degrees 57 minutes 52 seconds West 329.51 feet; thence run South 53 degrees 12 minutes 16 seconds East 126.75 feet; thence run South 80 degrees 02 minutes 21 seconds West 297.68 feet along a concrete breakwater; thence run North 06 degrees 27 minutes 02 seconds East 85.58 feet; thence run South 89 degrees 37 minutes 31 seconds West 583.52 feet along the concrete breakwater and continuing West 255 feet more or less along the concrete bulkhead; thence West North West 50 feet more or less along the concrete breakwater; then North West 50 feet more or less to the south edge of the Rip Rap, thence North West along the Rip Rap on the West side of the parking lot marking the mean high tide line 265 feet more or less to the North end of the Rip Rap at a point 285 feet from the concrete bulkhead of the harbor parallel with the seawall and 480 feet south of the seawall more or less; thence from said point north 480 feet more or less to the seawall thence running east along said seawall 1,380 feet more or less to the point of beginning, less and except all the bottom lands contained in Parcel A, the harbor areas; and less and excepted the lands leased to the Pass Christian Yacht Club (Public Trust Tidelands Lease / Deed Book 1322, Page 220), and containing 4.49 acres, more or less.

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

EXHIBIT 3-A

PARCEL A (Submerged Lands of the Proposed, New or East Harbor):

A PARCEL OF LAND SITUATED IN THE CHARLES ASMAND CLAIM SECTION, SECTION 25, TOWNSHIP 8 SOUTH, RANGE 13 WEST, CITY OF PASS CHRISTIAN, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST MARGIN OF MARKET STREET AND THE SOUTH MARGIN OF U.S. HIGHWAY 90; THENCE N74° 27' 26"E A DISTANCE OF 139.23 FEET TO A CHISELED "X" MARK IN THE CENTERLINE OF THE SEAWALL; THENCE N70° 11' 18"B A DISTANCE OF 82.61 FEET TO ANOTHER CHISELED "X" MARK IN THE CENTERLINE OF SAID SEAWALL FOR THE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF THE SEAWALL BEING A CURVE TO THE LEFT HAVING A CHORD BEARING OF N64° 31' 21"W A RADIUS OF 1875.88 FEET AND AN ARC LENGTH OF 288.39 TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE N60° 07' 11"E A DISTANCE OF 538.48 FEET TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF N62° 37' 33"E, A RADIUS OF 2300.0 FEET AND A ARC LENGTH OF 201.20 FEET TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE N65° 07' 55"E A DISTANCE OF 468.83 FEET OVER AND THROUGH A CHISELED "X" MARK IN THE CENTERLINE OF THE SEAWALL TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE ALONG A CURVE TO THE RIGHT A CHORD BEARING OF N65° 55' 29"E, A RADIUS OF 2793.93 FEET AND AN ARC LENGTH OF 126.82 TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE S20° 17' 00"E A DISTANCE OF 1737.36 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE S69° 44' 17"W AND A DISTANCE OF 880.45 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE N76° 15' 31"W A DISTANCE OF 940.07 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE MEANDERING NORTH EASTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 617 FEET MORE OR LESS TO A POINT ON THE MEAN LOW WATER LINE, THENCE N22° 37' 27"W A DISTANCE OF 51.28 FEET TO A FOUND IRON ROD; THENCE N20° 20' 33"W A DISTANCE OF 469.32 FEET TO THE SAID POINT OF BEGINNING, CONTAINING APPROXIMATELY 57.18 ACRES.

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

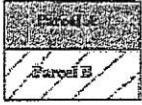
(Pass Christian Harbor)

EXHIBIT 3-B

PARCEL B (Pram Beach of the Proposed, New or East Harbor):

A PARCEL OF LAND SITUATED IN THE CHARLES ASMAND CLAIM SECTION, SECTION 25, TOWNSHIP 8 SOUTH, RANGE 13 WEST, CITY OF PASS CHRISTIAN, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

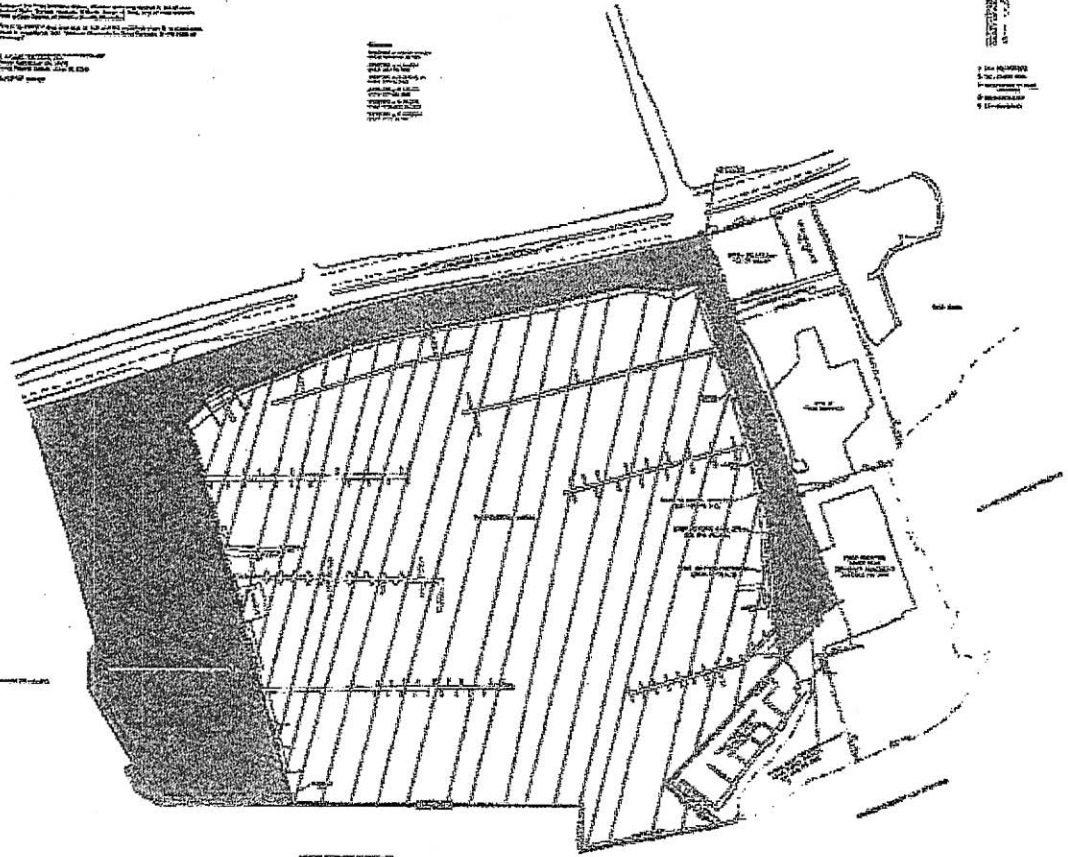
COMMENCING AT THE INTERSECTION OF THE EAST MARGIN OF MARKET STREET AND THE SOUTH MARGIN OF U.S. HIGHWAY 90; THENCE N74° 27' 26"E A DISTANCE OF 139.23 FEET TO A CHISELED "X" MARK IN THE CENTERLINE OF THE SEAWALL; THENCE N70° 11' 18"E A DISTANCE OF 82.61 FEET TO ANOTHER CHISELED "X" MARK IN THE CENTERLINE OF SAID SEAWALL FOR THE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF THE SEAWALL BEING A CURVE TO THE LEFT HAVING A CHORD BEARING OF N64° 31' 21"W A RADIUS OF 1875.88 FEET AND AN ARC LENGTH OF 288.30 TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE N60° 07' 11"E A DISTANCE OF 538.48 FEET TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF N62° 37' 33"E, A RADIUS OF 2300.0 FEET AND A ARC LENGTH OF 201.20 FEET TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE N65° 07' 55"E A DISTANCE OF 468.83 FEET OVER AND THROUGH A CHISELED "X" MARK IN THE CENTERLINE OF THE SEAWALL TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE ALONG A CURVE TO THE RIGHT A CHORD BEARING OF N65° 55' 29"E, A RADIUS OF 2793.93 FEET AND AN ARC LENGTH OF 126.82 TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE S20° 17' 00"E A DISTANCE OF 1737.36 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE S69° 44' 17"W AND A DISTANCE OF 880.45 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE N76° 15' 31"W A DISTANCE OF 940.07 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE MEANDERING SOUTH WESTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 23 FEET MORE OR LESS TO A POINT ON THE MEAN LOW WATER LINE AND THE POINT OF BEGINNING, THENCE S76° 15' 31"E A DISTANCE OF 46.65 FEET TO A POINT IN THE MISSISSIPPI SOUND; THENCE S3° 35' 14"W A DISTANCE OF 152.79 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE N86°24'46"W A DISTANCE OF 150.86 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE N20°08'13"W A DISTANCE OF 78.29 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE MEANDERING NORTH EASTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 165 FEET MORE OR LESS TO SAID POINT OF BEGINNING, CONTAINING APPROXIMATELY 0.44 ACRES.



THIS SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS IN THE FIELD AND THE ACCURACY OF THE SAME IS GUARANTEED BY THE SURVEYOR.

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.



REDUCED / NOT TO SCALE

EXHIBIT 4

FOR SECRETARY OF STATE PLAIN FIELD, NEW JERSEY FROM CHARLES W. CASADY & ASSOCIATES, INC. BOUNDARY SURVEY			CASADY & ASSOCIATES, INC. 1000 ROUTE 100 PLAIN FIELD, NEW JERSEY 07060 A LIMITED LIABILITY COMPANY	
DATE: 11/11/11 DRAWN BY: JWC CHECKED BY: JWC SCALE: AS SHOWN SHEET NO. 1 OF 1	DATE: 11/11/11 DRAWN BY: JWC CHECKED BY: JWC SCALE: AS SHOWN SHEET NO. 1 OF 1		BY: JWC DATE: 11/11/11	

STATE OF MISSISSIPPI
COUNTY OF HARRISON

DATE OF EVENT: **June 16 & 17**
DATE BOOKED:
DATE DEPOSIT RECEIVED:
RENTER'S CONTACT #: **228-255-6200**

RENTAL AGREEMENT-CITY OF PASS CHRISTIAN/ RANDOLPH CENTER

In consideration of the City of Pass Christian (hereafter "City") renting the Randolph Center (hereafter "Randolph Center") to Pass Christian School District

(Hereinafter "Renter"), City and Renter agree as follows:

DATE OF RENTAL: The Date(s) of Rental shall be from 7:45 am (a.m. /p.m.) until 4:00 pm (a.m. /p.m.) on the 16 & 17 day of June, 2026.

RENTAL: Renter agrees to pay City \$ _____ on or before the _____ day of _____, 20____, for rental of the Randolph Center.

SECURITY DEPOSIT AND CLEANING FEE: Renter shall make a deposit of \$ _____ within seven (7) days prior to any event to be held for any possible damage and clean-up of the Randolph Center.

SECURITY: Renter shall provide at least one (1) uniformed off-duty City of Pass Christian Police Officer, during the entire event, if alcohol is being served at the event. One or more officers may be required by the City in its discretion depending on the number of guests or the type and time of the event. The Renter is to secure and pay all costs directly for such security. You will need to call The Pass Christian Police Department at 228-452-3301 well in advance during regular business hours to schedule prior to the event.

MINORS: All events having minors (under the age of 21) present, e.g. dances, parties or school functions are required to have (1) uniformed off-duty City of Pass Christian Police Officer present during the entire event. An additional officer may be required depending on the number of guests or the type and time of the event. The Renter is to secure and pay all costs of such security as provided above.

PROHIBITED ACTIVITIES: Gambling, as well as any other illegal activity, in any form is strictly prohibited in and about the Randolph Center.

USE OF THE RANDOLPH CENTER: The following are general rules governing the use of the Randolph Center. Recognizing it is impossible to foresee the needs of each and every kind of event, the City reserves the right to make additions or deletions to these general rules:

Renter shall coordinate with the person designated by the City to schedule the time when the Randolph Center will be available for preparation in advance of the event.

- a) In decorating the Randolph Center, tacks, nails, staples and like materials shall not be used on wall surfaces that will damage same. Only masking tape shall be used to secure decorations and other objects to any Randolph Center surface
- b) All tables must have an appropriate cover when food and beverages are served.
- c) All foods must be prepared in advance, unless prior approval is given by City's designee to use the kitchen to prepare food. In any event, Renter shall be responsible for cleaning the kitchen after the function.
- d) No glass bottles (soft drinks or beer) are allowed in the Randolph Center under any circumstances. (Draft beer must be in closed dispensers only).
- e) Under no circumstances shall tables, chairs or any other equipment be removed from the Randolph Center for any reason.
- f) Renter certifies he/she is at least twenty one (21) years of age.
- g) This is a Smoke-Free Building and therefore smoking is strictly prohibited.

Violations of the Rules & Regulations pertaining to the Randolph Center will result in damage fees and use of the facility may be denied in the future.

INSPECTION: The City's representative will conduct an inspection of the premises when after the event and based upon it being returned in a satisfactory state of cleanliness and/or if damage has been done to the facility.

DAMAGE TO CENTER: Renter accepts full responsibility for any damage to the Randolph Center, occurring during the event and shall be responsible for payment of all costs of such damage based on actual costs incurred by damage.

ASSUMPTION OF RISK AND INDEMNIFICATION: As a part of the consideration, Renter agrees to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise of any and all items of personal property belonging to any person or entity using or otherwise occupying or being about the facility during any such event. Renter further agrees to indemnify and hold harmless the City, its public officials, employees, agents, and contractors, and their successors and personal representatives, from any and all claims and actions for damages of every kind and character and related expenses, whether disputed or well grounded in law or fact, including reasonable attorneys fees and costs, arising from or related to the use of the Randolph Center. If alcohol is served at any event, the City shall not be considered a host or a co-sponsor of such event.

CANCELLATION OF EVENT: In the event notice of cancellation is received less than one (1) month prior to the date of the scheduled event, the rental fee shall be forfeited. However, the deposit shall be returned to the Renter.

RENTAL PAYMENTS: All rental payments and deposits shall be made by check or money order payable to the City of Pass Christian.

WITNESS the signature of the parties, this the ____ day of _____, 20_____.

CITY OF PASS CHRISTIAN

By: _____

Renter: Pass Christian School District

SCHEDULE OF RATES AND CONDITIONS

Monday-Friday (During Regular City Business Hours):

No Rental Fee

Non-Refundable Deposit \$50.00 (Non-profits are waived the deposit)

Monday-Friday (After Regular City Business Hours/ City Holidays, Saturday, Sunday):

Rental Fee \$125.00/day

Non-Refundable deposit \$100.00

The City will have at least one employee or other representative on the premises during the event; however, this employee will have no responsibility for the supervision or management of the activities of the event. The City Clerk's office will maintain a rotating list of City employees willing to act as custodian of the facility for such events. The City Clerk's office will provide the name of such employee to the Renter at the time the event is booked.

AD-4
6.2.26

Bryan L. Amos
317 Lorraine
Pass Christian, MS 39571

June 1, 2026

City of Pass Christian
Human Resources Department
200 West Scenic Drive
Pass Christian, MS 39571

Subject: Resignation from Position as Water Meter Technician

Dear Sir/Ma'am,

I am writing to formally resign from my position as Water Meter Technician with the City of Pass Christian, effective September 30, 2026.

This decision was not made lightly, as I have greatly valued my time working with the City and serving our community. I am grateful for the opportunities I have had to develop my skills, contribute to important projects, and work alongside a dedicated and professional team.

Over the coming months, I will do everything I can to ensure a smooth transition, including assisting with training or providing documentation to support my successor if needed.

Thank you for your guidance, support, and the trust you have placed in me during my tenure. I wish the City of Pass Christian continued success in all its endeavors.

Sincerely,

Bryan L. Amos

