

**Minutes of November 21, 2024
Mayor and Board of Aldermen**

Be it remembered that a special meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 3:00 o'clock p.m., on the 21st day of November, 2024, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor in accordance with the Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said special meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick Bennett (via telephone), Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

There being a quorum present sufficient to transact the business of this special meeting, the following proceedings were had and done.

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to spread the Notice of Special Meeting upon the minutes of this meeting in words and figures, as follows:

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

TO THE CHIEF OF POLICE OR ANY LAWFUL OFFICER OF THE CITY OF LONG BEACH, MISSISSIPPI:

GREETINGS:

THIS IS TO COMMAND YOU TO NOTIFY Aldermen Patrick Bennett, Pete McGoey, Donald Frazer, Mike Brown, Angie Johnson, Bernie Parker, Deputy City Clerk Kini Gonsoulin, and Attorney Stephen B. Simpson, all of the City of Long Beach, Mississippi, that a special meeting of the Long Beach Board of Aldermen has been called and ordered to be held on Thursday, November 21, 2024, at 3:00 o'clock PM in the City Hall Meeting Room, 201 Jeff Davis Avenue, in said City for the purpose of transacting important business of the Port Commission as follows:

To consider and take action on the following:

- 1. Amended and Restated Lease Agreement; Long Beach Harbor Resorts, LLC and the City of Long Beach

And you are to have this Notice of Special Meeting then and there with the endorsement of its service on the above named officers and persons who could be found personally at least three (3) hours before the time and date fixed for the special meeting aforesaid.

WITNESS MY SIGNATURE, this
20th day of November, 2024

George Bass by Stacy Dull
George L. Bass, Mayor

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Alderman Frazer made motion seconded by Alderman McCaffrey to approve the following Amended and Restated Lease Agreement between City of Long Beach and Long Beach Harbor Resort, LLC, and authorize the Mayor to execute same:

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (this "Lease") is made by and entered into effective as of 11/19/24 (the "Effective Date") by and between the CITY OF LONG BEACH (hereinafter referred to as "Lessor") and Long Beach Harbor Resort, LLC, a Mississippi limited liability company (hereinafter referred to as "Lessee").

WHEREAS, the parties have entered into a lease agreement and amendments thereto identified as that certain Corrected Lease Agreement by and between Lessor and CJS II, Inc. dated September 18, 2020, and recorded in book 1516 at Page 274; re-recorded in Book 1522 at Page 85 and further re-recorded as instrument #2007 37540 -J1 with the Chancery Clerk of the First Judicial District of Harrison County, Mississippi (the "Chancery Clerk") as assigned by that Assignment of Lease dated April 24, 2007, by and between CJS II, Inc. and Lessee and as extended by that certain Lease Extension and Secondary Term Agreement by and between Lessor and Lessee dated May 15, 2008 and recorded as instrument #2008 6141D-J1 with the Chancery Clerk, and an Assignment of Lease between Lookout Catering, Inc. and Lessee dated February 11, 2010 and recorded as instrument number 2010-999-D-J1 in the office of the Chancery Clerk; Amended and Restated Lease Agreement dated February 11, 2010 and recorded as instrument number 2010 3794D-J1, in the office of the Chancery Clerk ("February 11, 2010 Amended and Restated Lease") and

WHEREAS, the parties wish to amend and restate the prior lease and amendments thereto for the purpose of convenience and clarity, it is therefore agreed as follows:

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants herein contained and for other good, lawful and valuable consideration and received by each of the parties to be bound hereby, the parties agree as follows:

ARTICLE 1
GRANT

Section 1. Land and Building. Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor that certain portion of land owned by Lessor, described fully by the survey and property description attached hereto as Exhibit "A" (hereinafter referred to as the "Leased Premises"). The Leased Premises consists of land upon which a building is constructed, designated on Exhibit "A" as Parcel "A". Lessee shall have reasonable access to the roadways of the City of Long Beach for ingress and egress and to the areas between the Leased Premises to accommodate Lessee's operations.

The waterfront area specified in this lease shall retain public use benefit and public access specifically for moorage for transient vessels and walkway adjacent to such waterfront moorage which is to be constructed with fund from the Boating Infrastructure Grant Program as pursuant to a Grant Agreement between the U.S. Fish and Wildlife Service and the State of Mississippi, Department of Marine Resources, Agreement Number FWS/AWSR-FA: 040246, a copy of which is kept on file at the office of the service 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the City of Long Beach.

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ARTICLE 2 TERM AND OPTIONS

SECTION 2. Subject to the provisions of Section 3.4 of this Lease, the Term of the Lease shall consist of an Initial Term of forty (40) years (the "Initial Term"). The Initial Term shall commence on the date of final approval by the Board of Aldermen of the City of Long Beach (the "Commencement Date"). So long as Lessee has complied with all terms, covenants and conditions of this Lease as of the expiration of the Initial Term, Lessee shall have the option to extend the Lease for two additional terms of twenty-five (25) years each under the same terms and conditions of the Initial Term (the "Secondary Term"). The rental for the Initial Term and the Secondary Terms shall be adjusted as provided elsewhere herein. Lessee shall exercise its option to renew by sending at least sixty (60) days prior to the expiration of the then current period or term, as the case may be, a written notice to Lessor of Lessee's exercise of its option to renew. If Lessee fails to timely give such notice, then the option shall expire, and the Lease shall be of no further force or effect at the end of the then current term.

ARTICLE 3 RENT

SECTION 3.1. RENT. Lessee shall pay Lessor rent for the Leased Premises as follows:

- A. Base Rent. Lessee shall pay to Lessor base rent of Two Thousand Six Hundred Sixty-Six & 57/100 Dollars (\$2,666.57) per month (the "Base Rent"), payable in advance on the first day of each month. The Base Rent will be increased by three percent (3%) for each year of the Initial Term of this Lease.
- B. Percentage Rent. In addition to the Base Rent, Lessee shall pay Lessor as additional percentage rent calculated annually an amount equal to two percent (2%) of the annual gross sales of between \$750,000 and \$1,250,000 generated from any commercial non-gaming operations located on the Leased Premises during the Term and an amount equal to four percent (4%) of the annual gross sales of over \$1,250,000 from any commercial non-gaming operations located on the Leased Premises during the Term (collectively, the "Percentage Rent"). For the purposes of verifying the Percentage Rent, Lessee shall promptly provide to Lessor all sales tax returns of Lessee at the same time as such sales tax returns are provided to the Mississippi Tax Commission. In the event Lessee uses the Leased Premises as an amenity as provided in Paragraph 6, then Lessee shall pay the percentage rent set forth herein on the gross revenues generated by such amenity.

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Lessee shall pay the Percentage Rent to Lessor for each calendar quarter, or portion thereof for the beginning or end of the Term at the same time as periodic Mississippi State Sales Tax returns are due to be filed within thirty (30) days after the end of each calendar quarter.

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- C. Additional Rent. In the event a casino is opened on the Leased Premises or on property owned by Lessee on property it owns north of highway 90, during the Initial Term, and any renewal, and in addition to the Base Rent and the Percentage Rent Lessee shall pay as additional rent the sum of Five Hundred Thousand Dollars (\$500,000.) annually for years one through five. Commencing with year six of operations, the additional rent shall be an amount equal to 1% of gross gaming revenue up to One Hundred Million (\$100,000,000) Dollars derived from any gaming activities on land owned by Lessee north of highway 90 and within the site approved by the Mississippi Gaming Commission. This percentage shall be increased by .25% for each increase of Twenty-Five Million Dollars (\$25,000,000.) In addition, upon the opening of the proposed "Beatline Expressway" percentage rent shall be increased an additional percentage of .25%. Upon receipt of Authority to Proceed from the Mississippi Gaming Commission the Lessee shall pay to Lessor the sum of One Million Dollars (\$1,000,000.) to be used for creation or improvement to infrastructure for first responders. Base Rent, Percentage Rent and Additional Rent shall collectively be referred to as "Rent". Lessee shall pay the Additional Rent to Lessor for each calendar quarter, or portion thereof for the beginning or end of the Term, within thirty (30) days after the end of each calendar quarter. This provision applies to any period of time during which gaming operations have occurred on land North of Highway 90 is owned by Lessee. The provisions of this paragraph shall only apply should Lessee actually open a casino on the Leased Premises or on land it owns on property north of highway 90.

Section 3.2 Payments. All Rent shall be payable at Lessor's place of business or at such other place as Lessor may designate in writing.

Section 3.3 Other Items. It is the intention of Lessor and Lessee that the Rent herein specified shall be net to Lessor in each year during the Term of this lease, that all costs, expenses, taxes charges and obligations of every kind relating to the Leased Premises, including but not limited to the costs of maintaining and repairing the Leased Premises, which may arise or become due during the Term shall be paid by Lessee, and that Lessor shall be indemnified against any such costs, taxes, expenses, charges, and other obligations.

Section 3.4 Modified Term. In the event Lessee has not commenced construction of hotel/gaming operation on the property commonly referred to as "Weigel Property" prior to the third (3rd) anniversary of the execution of this Lease, and has not commenced gaming operations prior to the fifth (5th) anniversary of this Lease, this Lease shall revert back to the terms set forth in the February 11, 2010, Amended and Restated Lease, including all amendments thereto prior to this amendment and including all extensions of the aforesaid Lease. Lessee shall provide Lessor documentation showing that Lessee has the "Weigel Property" under a property purchase contract with specific deadline for act of sale, by march 31, 2025. If the lessee fails to get the property under contract by March 31, 2025, or fails to close on or before the act of sale date, this Lease shall revert back to the terms set forth in the February 11, 2010, Amended and Restated Lease.

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ARTICLE 4
CONSTRUCTION, ALTERATIONS AND EQUIPMENT

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Section 4 Mechanics or Workmen's Liens. Lessee shall (1) keep the Leased Premises at all times during the Term hereof free from mechanics' liens and other liens of like nature created or claimed by reason of transactions made by Lessee, and (2) at all times fully protect and indemnify Lessor against all such liens or claims which may ripen into such liens and all expenses arising from such liens or

claims. If Lessee shall elect to contest any such claim or lien, it shall, within thirty (30) days after written notice of such claim or lien, furnish Lessor a bond of a responsible corporate surety, in the amount claimed, conditioned on the discharge of said claim or lien. If a final judgment establishing the validity of said lien or claim for any amount is entered, Lessee shall pay and satisfy at once. As to the mechanics' or other liens of like nature created or claimed by reason of transactions made by Lessor, Lessor shall keep the Leased Premises free of same, indemnify Lessee, furnish Lessee with a bond and pay and satisfy valid liens, all in accordance with the same requirements as are imposed upon Lessee as aforesaid.

ARTICLE 5 USE

Section 5. General Lessee shall use the Leased Premises for the purpose of operating a restaurant, including as an incidental part thereof a bar or lounge area, and for incidental marine related purposes related thereto. However, Lessee shall not use the Lease Premises in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body. Lessee shall also be entitled to use the Leased Premises as an amenity as approved by the Mississippi Gaming Commission.

ARTICLE 6 MAINTENANCE

Section 6.1 General. The Leased Premises are accepted by Lessee in their present condition except as otherwise provided herein. Lessee shall at all times during the Term of this Lease and at its own expense keep the Lease Premises, the air-conditioning and heating system, electrical systems and all other systems and fixtures and all equipment thereon used in connection with the Leased Premises in good order, condition and repair, and shall make all repairs thereto, ordinary and extraordinary, that may be required during the Term hereof. Lessee shall indemnify and save harmless Lessor against any loss, cost, damage and reasonable expenses arising out of or in connection with Lessee's use of the Leased Premises, or any part thereof.

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Section 6.2. Lessor's Obligation. Lessor shall have no obligation to maintain the building on the Leased Premises. However, Lessor shall provide easement for the necessary utilities to service the improvements made by Lessee, should easements be necessary.

Section 6.3. Lessee's Obligation. Lessee shall, at its sole cost and expense and as required by this Lease, maintain, repair and replace the items comprising the building on the Leased Premises, including but not limited to, foundation, roof, structure, gutters and downspouts, exterior walls and structural portions of the building constructed upon the Leased Premises, and all wiring,

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plumbing, sprinkler system, pipes, conduits and other utilities which service the building and the Leased Premises. Lessee shall deliver the Leased Premises to Lessor on expiration or termination of this Lease in good repair and condition, reasonable wear and tear excepted and free and clear of any and all material liens or encumbrances created or claimed by reason of transactions made by Lessee.

Section 6.4. Repair and Maintenance. Lessee, shall at its own expense, make all repairs and replacements to all improvements constructed by Lessee on the Leased Premises which may be from time to time become necessary, including but not limited to repairs to the pipes, heating, ventilation and air conditioning system, plumbing system, window, glass, fixtures and appliances appurtenances and equipment used by Lessee in connection with the occupancy of the Leased Premises. All such repairs and replacements shall be made promptly, as and when necessary. All repairs and replacements shall be of equal quality to the work and materials existing after the initial construction of such improvements. In the event of the failure of Lessee to make such repairs or replacements, Lessor may, but shall not be required to, make such repairs and replacements for Lessee's account, and the expense thereof shall constitute and be collectable as additional Rent; provided, however, Lessor must first give notice to Lessee to cure such default (i.e, make the repair) within a reasonable amount of time.

ARTICLE 7 UTILITIES

Section 7.1. Initial Connections. Lessor warrants to Lessee that the necessary mains and conduits in order that water and sewer facilities, electricity, telephone and other utilities necessary to initial conduct of Lessee's intended business are available for connection within the Leased Premises. It is understood that all service hereunder shall be furnished by public utilities and not be Lessor.

Section 7.2. Lessee's Obligations for Charges. Lessee shall be solely responsible for and shall promptly pay all charges when due, for water, sewer, electricity, telephone and any other utility used upon or furnished to the Leased Premises. Lessee's obligations to pay for such utilities shall commence as of the Commencement Date.

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SECTION 8 TAXES AND ASSESSMENTS

Section 8.1. Real Property Taxes. Lessee shall pay, prior to delinquency, all real property taxes assessed and levied against the Leased Premises.

Section 8.2. Personal Property Taxes. Lessee shall pay, prior to delinquency, any and all personal property taxes levied against Lessee's leasehold improvement, fixtures, equipment, furniture and other personal property located upon the Leased Premises.

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Section 8.3. Contests. Lessee shall have the right to contest the validity or amount of any taxes, as permitted by law, and may delay payment of the real estate and/or personal property taxes pending the resolution of a contest made in good faith and diligently pursued to completion.

ARTICLE 9 INSURANCE AND INDEMNITY

Section 9.1. Indemnification. Lessor shall not be liable to Lessee or Lessee's employees, agents or visitors, or to any other person whatsoever, for any injury to person or damage to property in or occurring upon the Leased Premises or of any other person entering the Leased Premises under express or implied invitation of Lessee, or caused by the Leased Premises becoming out of repair, or caused by leakage of gas, oil water or steam or by electricity emanating from the Leased Premises, or due to any other cause whatsoever (except to the extent that any of the foregoing are due to Lessor's negligence or misconduct or breach of its obligations hereunder) and Lessee agrees to carry property damage and general liability insurance as set forth in Section 9.2(B) below for the purpose of saving Lessor harmless to extent of such coverage.

Section 9.2(A) Property Damage Insurance. Throughout the Term of this Lease, Lessee shall maintain insurance coverage on the Premises, including fire, windstorm and flood insurance, naming Lessor as additional insured, in the full amount of the replacement value of the improvements, including building code requirements endorsement once such improvements are complete and appropriate builder's risk insurance during the period of construction of improvements. Such insurance value shall be increased (but never decrease) periodically to always reflect the fair market replacement value of Premises. In the event the rate of the insurance on the said Premises is increased for any reason, Lessee shall pay the increased cost of the insurance at the time the premium notice is presented to Lessee.

Lessee shall, at all times during the Lease, maintain in effect a policy or policies of insurance covering Lessee's leasehold improvements, naming Lessor as additional insured, trade fixtures, equipment, merchandise and other personal property located on the Premises against any peril customarily covered by a standard flood, fire and hazard insurance policy, including but not limited to damage

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resulting from sprinkler leakage, vandalism and malicious mischief. Lessee shall deliver to Lessor copies of the certificates of insurance evidencing the existence in force of the policies of insurance described in this Paragraph 9. All of the policies of insurance required to be maintained hereunder shall be issued by an insurer licensed to do business within the state in which the Leased Premises are located. Each certificate shall provide that the insurance shall not be cancelled or materially amended unless thirty (30) days prior written notice of cancellation or amendment is given to the other party. Failure to have Lessor named as a co-insured on any such policy shall be considered an act of default.

Section 9.2(B) General Liability Insurance. Lessee agrees to indemnify and save Lessor harmless from all claims for damage to goods, merchandise, persons and property in or upon the Leased Premises, and any platforms of Lessee, arising out of or occasioned by Lessee's use or occupancy, except such

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damages resultant from the negligence of Lessor, its agents, servants or employees, caused by Lessor's failure to perform any of its obligations hereunder.

Lessee, shall during the Term hereof, carry a single limit policy of general liability insurance in an amount of not less than ONE MILLION AND NO/100 (1,000,000.) DOLLARS for injury to persons and/or damage to property (combined single limit bodily injury and property damage), occurring in or upon the Leased Premises, including Lessor, Lessor's beneficiaries and agents and the holders of any notes secured by a first mortgage or trust deed on the Leased Premises. Such insurance may be carried under a blanket policy covering the Leased Premises as well as other locations in which Lessee or any of its affiliated or subsidiary companies or other entities may be interested. Lessee will promptly furnish Lessor with a certificate of said coverage, and all renewals thereof.

Section 9.3 Additional Named Insured: Act of Default. All policies of insurance required hereunder shall include Lessor as an additional insured.

Failure to have Lessor included and named as an additional insured on any such policy shall be considered an act of default.

Notwithstanding the provisions of Section 16 of this lease agreement, should default continue for a period of ten days after notice of default by Lessor to Lessee, Lessor may, but is not obligated to purchase insurance coverage to protect Lessor's interest only in the leased premises and its improvements, in which case the cost of such insurance shall be considered as additional rent due immediately from Lessee.

This lease shall terminate upon the expiration of thirty days from the date of such Notice of Default should Lessee fail to correct such omission or exclusion and have Lessor added as an additional named insured under all such policies.

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Should any loss occur at a time when Lessor is not included as an additional named insured under Lessee's insurance policy Lessor shall be entitled to an equitable lien on such insurance policy and any payments to be made under the terms of same for the loss.

Section 9.4 Hazardous Use. Lessee will not permit the Leased Premises to be used for any purpose which would render insurance thereon void of the insurance risk materially more hazardous, it being understood and agreed that the use of the Leased Premises in the proper and ordinary conduct of Lessee's business for the purposes set forth above shall not be considered in violation of this Section.

Section 9.5 Waiver of Subrogation. Recognizing that Lessor is a governmental subdivision of the State of Mississippi, and thus to the extent but only to the extent allowed under law, Lessor and Lessee hereby waive any rights each may have against the other or account of any loss or damage occasioned to Lessor and Lessee, as the case may be, their respective property, or to the Leased Premises or its contents, arising from any risk covered or required to be covered hereunder by fire

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and extended coverage insurance, but to the extent of payment or compensation by such coverage only; and Lessor and Lessee, each on behalf of their respective insurance companies insuring the foregoing against any such loss or damage, waive any right of subrogation that they may have against the other. Lessor and Lessee shall provide written notice to their respective insurers of the provisions of this waiver and release and have their insurance policies endorsed to prevent invalidation of insurance coverage by reason of this waiver and release. Should the insurer of either party require an additional premium or cost in consideration of inclusion of the endorsement, it will be the responsibility of the party benefiting therefrom to pay such additional costs and, if not paid, such benefiting party will lose the benefit of this Section.

Section 9.6 Indemnification of Host Liquor Liability. Lessee will defend, indemnify, save free and hold harmless the Lessor for any action or damages, including attorney's fees and costs, resulting from a claim relating to host liquor liability.

ARTICLE 10
SIGNS

Section 10. General. With the prior approval of Lessor, which such approval shall not be unreasonably withheld or delayed, Lessee shall have the right, at its sole cost and expense, to install such signs as it may desire on the Leased Premises which otherwise comply with applicable laws and City of Long Beach sign ordinances.

Lessee's installation and removal of such sign shall be made in such manner as to avoid injury, defacement and structural overloading of the Leased Premises or other improvements.

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ARTICLE 11
ASSIGNMENT, SUBLETTING AND RIGHT OF PURCHASE

Section 11. General Lessee may not assign this Lease, or any interest herein, or subject the whole or any part of the Leased Premises, nor transfer majority interest or effective control of or interest in Lessee which would effectively transfer control of the subject premises to persons or parties other than those currently owning majority interest and/or exercising effective control of Lessee without the prior written approval of Lessor. Any such approval by Lessor will only be with the approval of the Assignee by Lessor and will be conditioned upon the express assumption by such assignee or purchaser of all of the Lessee's obligations and liabilities hereunder. No request for approval of assignment or transfer of the lease or any interest therein or in Lessee will be allowed or effective unless Lessee is in all respects in compliance with all obligations hereof.

ARTICLE 12
RIGHT OF ENTRY

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Section 12. Right of Entry and Obligation to Make Repairs. Lessor reserves the right during the Term of this Lease to enter the Leased Premises at reasonable hours and with reasonable prior notice, and for the purpose of inspecting the Leased Premises and to make such repairs, additions, or improvements as Lessor may deem necessary for the protection and preservation of the improvements and Leased Premises; but Lessor is not bound to make any repairs whatever except as hereinafter stated, nor to be held liable for any damage in consequences of leaks, not for the stoppage of water, sewer, gas or drain pipes by reason of freezing or any other cause or obstructions, nor for any other defects about the building and Leased Premises, Lessee having examined the same and being satisfied therewith, but should leaks, obstructions, frozen pipes, stoppages, or other defects about the building and Leased Premises occur during the Term of this Lease, or while Lessee is occupying the Leased Premises, then Lessee shall remedy the same promptly at Lessee's expense, unless Lessor by written instrument undertakes to do the same promptly. Lessee shall maintain the Leased Premises in good order and repair.

In the event shall fail to make repairs as aforesaid, Lessor reserves the right to enter said Leased Premises at any time and make such repairs at the expense of Lessee, which expense shall be considered additional Rent. Lessor further reserves the right at any time within three (3) months prior to the expiration of this Lease to affix any part of the Leased Premises and the leased building a notice for rent or sale of the same and may keep said notice so affixed without hinderance or molestation by Lessee.

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ARTICLE 13 CONDEMNATION

Section 13. Eminent Domain. If during any Term of this Lease, twenty-five percent (25%) or more of the Leased Premises is acquired or condemned by right of eminent domain for any public or quasi-public use or purpose, then either Lessor or Lessee may terminate this Lease upon written notice to the other, which termination shall be effective as of the date of such taking. In the event only a portion of the Leased Premises are taken, and thereafter neither Lessor nor Lessee elect to terminate this Lease, Lessor shall promptly and diligently repair the remaining Leased Premises to as near to their original condition as possible. The Rent, and any other charges due Lessor, shall be abated during the restoration until such time as the Leased Premises have been and are ready for occupancy for Lessee, and shall be adjusted based on the remaining area of the Leased Premises. Nothing herein shall prevent either Lessor or Lessee from prosecuting claims in any condemnation proceedings for the value of their respective interests. Lessor shall be first entitled to the condemnation award attributed to the real property, and the Lessee for the taking of its fixtures and equipment, leasehold improvements, relocation expenses, goodwill, loss of business or other award not related to the value of the underlying property.

ARTICLE 14

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CASUALTY

Section 14.1 Substantial Destruction. If the Leased Premises is substantially destroyed (50% or more of replacement cost) by fire or other casualty, or if said damage is to such extent that it reasonably appears rebuilding or repair cannot be completed within one hundred eighty (180) days of said casualty, Lessee shall have the right to either (a) repair and restore the Leased Premises to substantially the same or better condition as prior to such casualty, or (b) cancel this Lease effective as of the date of such casualty and return the Leased Premises to Lessor. Lessee shall give written notice of its election within a reasonable time, not to exceed one hundred and eight days (180) of the date of such casualty. Should Lessee exercise its right to rebuild, this Lease shall remain in full force and effect and Lessee shall proceed with due diligence to repair and restore the Leased Premises to substantially the same or better condition as prior to such casualty. Lessee shall promptly commence repair and restoration of the building and structures on the Leased Premises to substantially the same or better condition as prior to such casualty and complete such repair or restoration within 365 days of the date of the casualty, or as quickly as is commercially reasonable to do. In the event of substantial destruction as provided herein such insurance proceeds as may be payable due to such destruction shall be first paid any secured lien holders holding first liens for funds advanced and used exclusively for the construction of the improvements located on the leased premises, and only to the extent of such advances. After such payment to the secured lien holders the balance of insurance proceeds shall be paid in full to Lessor but held by Lessor for the period of time within which Lessee has to

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Elect to repair and restore the Leased Premises. If Lessee elects to repair and restore the Leased Premises to substantially the same or better condition as prior to such casualty, Lessor shall reimburse Lessee's construction costs to such repair or restoration up to the amount of insurance payment made to Lessor, whichever is lesser.

Section 14.2 Partial Destruction. In the event the Leased Premises should be damaged or destroyed by fire or other casualty, Lessee shall give written notice thereof to Lessor within a reasonable time, not to exceed seventy-two (72) hours. If the Leased Premises shall be damaged by fire or other casualty, but (1) not to such extent as to be substantially destroyed (50% or more replacement cost) or (2) to such extent that rebuilding, or repair can be completed within one hundred eighty (180) days of the casualty. Lessee shall proceed with reasonable diligence to rebuild and repair the Leased Premises to substantially the condition, or better, in which it existed prior to the casualty, subject, however to any unusual delay in the issuance of any required building permits and other governmental and third party approvals, that all infrastructure for required utilities remains available to the Leased Premises, and that all insurance that may be necessary and otherwise prudent to maintain is available on a commercially reasonable basis. If any required building permits and other required governmental and third-party approvals cannot be obtained within said time or if all infrastructure for required utilities remained unavailable to the Leased Premises for such time, or if all insurance that may be necessary and otherwise prudent to maintain is unavailable on a commercially reasonable basis, such event, or such casualty shall be considered to be Substantial Destruction.

ARTICLE 15
ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

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Section 15. General. Lessee may encumber by mortgage, deed of trust or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all buildings, improvements, inventory, goods equipment and personal property, placed by Lessee thereon as security for any indebtedness or Lessee incurred for the sole and exclusive purpose of providing or constructing improvements to or operations on the Leased Premises. No other debt of Lessee or any other person or entity shall be secured by mortgage, deed of trust, pledge, lien or otherwise against the Leased Premises except as first approved in writing by Lessor, and in no case shall the leasehold interest in the estate in the Leased Premises, or any building, improvements, inventory, goods, equipment or personal property placed or located by Lessee thereon be pledged, subjected to a lien or judgment, or used as collateral for any debt not incurred for the sole and exclusive purpose of construction of improvements or to operation of the Leased Premises. The execution of any such mortgage, or deed of trust, or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceedings or by virtue of any power reserved in such mortgage or deed of trust, or conveyance by Lessee to the holder of such indebtedness, or the exercise of any right, of power, or privilege reserved

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in the mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions hereof provided the indebtedness owed by Lessee which is to be satisfied or reduced by any such mortgage or deed of trust or other instrument, or the foreclosure thereof, or any such sale or the exercise of any right of power or privilege reserved thereunder was incurred and used by Lessor exclusively on the Leased Premises as provided above. However, such an event shall be deemed as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve the Lessee from its liability hereunder. If Lessee shall encumber its leasehold interest or estate in the Leased Premises and if Lessee or the holder of the indebtedness secured by such encumbrance shall give notice to Lessor of the existence of thereof and the address of such holder, then Lessor will mail or deliver to such holder, at such address, a duplicate copy of all notices in writing to which Lessor may, from time to time, give to or serve on Lessee under and pursuant to the terms and provisions hereof; such copies shall be mailed or delivered to such holder, at the same time such notices are given to or served on Lessee. Such holder may, at its option, at any time before the rights of Lessee shall be terminated as provided herein, pay any of the rents due hereunder, or do any other act or thing required of Lessee by the terms hereof, or do any other act or thing that may be necessary and proper to be done in the observance of the covenants and conditions hereof, or to prevent the termination hereof; all payments so made, and all things performed by such holder shall have the same effect in force as though same had been done and performed by Lessee (e.g., Any transfer or assignment of the Lessee's interest herein to any security holder is not a default of this Lease need not be consented to by Lessor for validity if such security interest was properly approved in advance as required herein above). Notwithstanding anything contained in this lease, no lien or encumbrance placed on the Leased Premises for whatever reason shall survive termination or cancellation of this Lease.

ARTICLE 16 DEFAULT OF LESSEE

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Section 16.1 Events of Default. In addition to any event identified elsewhere herein, the following events shall also be deemed to be events of default by Lessee under the Lease:

16.1.1 Lessee shall fail to pay any installment of the Rent, and such failure shall continue for a period of ten (10) days after the due date of such installment.

16.1.2 Lessee shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of Rent or insurance, and such failure shall continue for a period of thirty (30) days after the Lessor's written notice to Lessee.

16.1.3 Lessee shall file a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against the Lessee thereunder.

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16.1.4 A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; (provided, however, that no default shall occur under this Section 16.1.4 so long as Lessee continues to pay the Rent and is not otherwise in default under any other provision of this Lease).

16.1.5 Should Lessee abandon any substantial portion of the Leased Premises and cease to pay the Rent. Assignment or subletting by Lessee shall be an act of default unless such assignment or subletting is first approved in writing by Lessor or otherwise permitted under this under Section 15 hereof.

16.1.6 Lessee shall fail to have in effect or maintain the insurance herein required on Leased Premises which includes Lessor as a named insured along with Lessee in which case the provisions of Article 9 shall apply.

Section 16.2 Remedies of Lessor. Except as otherwise provided herein, upon the occurrence of any act of default, Lessor shall provide written notice of such default to Lessee. In addition to any other remedies allowed hereunder, or by law, and unless otherwise provided herein, Lessee shall have thirty (30) days from the date of such notice to cure any default under the Lease. Should Lessee fail to cure any default hereunder, Lessor shall have the option to any one or more of the following remedies after giving written notice to Lessee of the event of default as required herein and after the passing of the appropriate time to cure such default as provided herein:

16.2.1 Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage of Rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.

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16.2.2 Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary; and Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such re-letting.

16.2.3 Any Notice of Default provided to Lessee shall also be provided to any approved mortgage holder or other creditor who has an approved security interest pursuant to Article 15 herein. Any such approved creditor will have the right to cure Lessee's default within the same time period allowed for Lessee to cure any item contained in the Notice of Default.

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Section 16.3 Operation of Lessee. It shall be considered an act of default if after the initial construction is complete and the restaurant to be located upon the Leased Premises opens, the restaurant or any replacement fails to operate for a period of 90 days consecutively, or for less than 180 days during any calendar year for any reason other than Substantial or Partial Destruction as described above.

ARTICLE 17 QUIET ENJOYMENT

Section 17 General. Subject to the provisions hereof, Lessor warrants and guarantees that it is the owner of the Leased Premises and that it has the full right and authority to enter into and perform this Lease and to grant the estate herein leased, and covenants and agrees that at all times during the term of this Lease, including any extension hereof, when Lessee is not in Lessee's quiet and peaceful enjoyment of the Leased Premises and all of its rights, easements, appurtenances and privileges belonging or otherwise appertaining thereto shall not be disturbed or interfered with by Lessor or any person.

ARTICLE 18 RENT PAYMENT AND NOTICE

Section 18 General Each provision in this instrument or of any applicable governmental laws, ordinances and other requirements with reference to the sending, mailing or delivering of any notice or the making of any payment by Lessee to Lessor shall be deemed to be complied with when and if the following steps are taken:

All Rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to

City of Long Beach
201 Jeff Davis Avenue
Long Beach, Mississippi 39560

or at such other address as Lessor may specify from time to time (by twenty (20) days prior written notice delivered in accordance herewith) and shall be deemed received only when actual collected

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funds are in the accounts of Lessor. In the event any check or instrument drawn by Lessee and delivered to Lessor as payment for any sum due hereunder is dishonored or refused payment, it shall be treated as if no payment had been made.

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All payments required to be made by Lessor to Lessee hereunder shall be payable to Lessee at the address herein below set forth, or at other such address as Lessee may specify from time to time by written notice delivered in accordance herewith.

Any notice or document required or permitted to be delivered hereunder shall be deemed delivered whether actually received or not when deposited in the United States Mail postage prepaid, Registered or Certified Mail, Return Receipt Requested. Alternatively, notice may be delivered hereunder by successfully transmitted facsimile addressed to the parties hereto at their respective addresses set out opposite their names below, or such other addresses as they have heretofore specified by written notice delivered in accordance herewith:

Lessee:

Long Beach Harbor Resorts, LLC
Welch Family Limited Partnership Nine
Sole Member
c/o James L. Parrish, Manager
522 E. Railroad Street
Long Beach, Mississippi 39560

With a copy to:

Michael F. Cavanaugh, Esq.
2526 South Shore Drive
Biloxi, Mississippi 39532

Lessor:

City of Long Beach
201 Jeff Davis Avenue
Long Beach, Mississippi 39560

With a copy to:

Stephen B. Simpson
9004 Victoria Cir.

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Gulfport, MS 39503

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ARTICLE 19 MISCELLANEOUS

Section 19.1 Tax Credits. The parties agree that Lessee shall be entitled to any and all Investment Tax Credits, Rehabilitation Expenditure Tax Credits or other payment or reimbursement from any governmental or quasi-governmental authority due to the nature of and extent of Lessee's work (See, Section 4.1 above) in the Leased Premises.

Section 19.2 Non-Hypothecation. Lessee shall not pledge as security any of the Leased Premises for any loan on the Weigel Property or the Leased Premises.

Section 19.3 Captions and Section Numbers. The captions and section and article numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of intent of such sections or articles of this Lease or in any way affect this Lease.

Section 19.4 Consent. Whenever the consent of either party is required to an action under the terms of this Lease, unless otherwise provided herein consent shall not be unreasonably conditioned, withheld nor delayed.

Section 19.5 Expenses and Attorneys' Fees. To the extent not prohibited by law for a governmental body, if either party incurs any expense, including reasonable attorneys' fees in connection with any action or proceeding instituted by either party by reason of default or alleged default of the other party hereunder, the prevailing party in such action or proceeding shall be entitled to recover its said reasonable expenses from the other party.

Section 19.6 Brokerage Commissions and Finder's Fees. Each of the parties represents and warrants that it has engaged no broker or finder and that no claims for brokerage commissions or finders' fees will arise in connection with the execution of this Lease and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such commission or fees on account of its act or omissions (including, without limitation, the cost of attorneys' fees in connection therewith).

Section 19.7 Remedies, Cumulative. The various rights, options, elections powers and remedies contained in this lease, including the rights herein granted to terminate this lease, shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either party might otherwise have in the event of a breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any

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other right or remedy until all obligations imposed upon the other party have been fully performed. It is intended that each of the agreements and covenants of Lessor and Lessee set forth herein to be deemed both a covenant and condition.

Section 19.8 Governing Law. This Lease shall be interpreted and construed under the laws of the State of Mississippi.

Section 19.9 No Partnerships. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or partnership or of joint venture or of any association between Lessor and Lessee, and neither the method or computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than that of lessor and lessee.

Section 19.10 No Waiver. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder shall impair any such right or power to be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party requiring the former party's consent or approval shall not be deemed to waive or render unnecessary such former party's consent or approval to or of any subsequent similar acts by the other party.

Section 19.11 Entire Agreement Amendment. As of the execution hereof, this Lease contains all covenants and agreements between Lessor and Lessee exclusively relating in any manner to the rental, use and occupancy of the Leased Premises and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force and effect, and the covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by the Lessor and Lessee. No renewal after this Lease terminates shall be binding on either party unless it be in writing and signed by the Lessor and Lessee.

Section 19.12 Severability. Any provision or provisions of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

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Section 19.13 Waste and Nuisance. The Lessee agrees not to commit nor permit to be committed any waste whatever and that it will allow no nuisance to exist on the Leased Premises and will, when requested by the proper authorities, abate all nuisances at its own expense.

Section 19.14 Late Fee and Charges. Should Lessee fail to pay any amounts due hereunder when due after such amounts become ten (10) days delinquent, Lessor shall charge as late fees an additional one- and one-half percent (1.50%) as late charges of the outstanding balance due, commencing as of the date such amounts were originally due.

Section 19.15 Proof of Payment. No set-off in the payment of Rent herein shall be allowed unless signed by the Lessor, its legal representative or assigns, and the proof of the payment of the Rent shall be on Lessee in all controversies.

Section 19.16 Time is of the essence. Time is of the essence with respect to all matters provided in this Lease.

(End of document—signatures appear on the following page)

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IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed.

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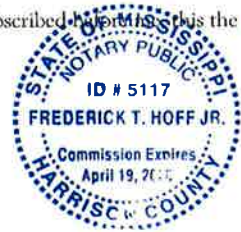
IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed.

Date of Execution: _____

WITNESS OR ATTEST: LESSEE: Long Beach Harbor Resort, LLC

[Signature] BY: [Signature]
James L. Parrish, Manager

Sworn to and subscribed before me, this the 19th day of November, 2024.



[Signature]
NOTARY PUBLIC

Date of Execution: _____

WITNESS OR ATTEST: LESSOR: City of Long Beach, a Municipal Corporation

[Signature] BY: [Signature]
George L. Bass, Mayor

Sworn to and subscribed before me, this the 21st day of November, 2024.

[Signature]
NOTARY PUBLIC



The question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye

The question having received the Affirmative vote of all of the Aldermen present and voting, the Mayor declared the motion carried.

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There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to adjourn until the next regular meeting in due course.

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk