

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement") is made and entered into on the 1st day of July, 2018, by and between 214 Key Drive, LLC, a Mississippi limited liability company ("Lessor"), and Madison County, Mississippi ("Madison County").

RECITALS

WHEREAS, Lessee desires to lease the Leased Space (as hereinafter defined) from Lessor, subject to the terms and provisions hereof; and

WHEREAS, Lessor desires to lease the Leased Space to Lessee, subject to the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the premises, the recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby contract and agree as follows:

ARTICLE 1 DEFINITIONS AND BASIC PROVISIONS

1.1 Definitions and Basic Provisions. Unless the language or context clearly indicates that a different meaning is intended, the following capitalized words and phrases shall have the following meanings:

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|-----|--------------------------|---|
| (a) | Lessor: | 214 KeyDrive, LLC,
a Mississippi limited liability company |
| (b) | Lessor's Address: | 214 Key Drive, Suite 2000a
Madison, Mississippi 39110 |
| (c) | Lessee: | Madison County, Mississippi |
| (d) | Lessee's Address: | P.O. Box 404, Canton, MS 39046 |
| (e) | Permitted Use: | Professional office space |
| (f) | Leased Space: | Office Space located in Suite 1200 of the Building |
| (g) | Address of Leased Space: | 214 Key Drive, Suite 1200
Madison, Mississippi 39110 |
| (h) | Building: | That certain property, with improvements, located at
214 Key Drive, Madison, Mississippi 39110 |
| (i) | Commencement Date: | September 1, 2018 |

- (j) Initial Term: Commencing on the Commencement Date and ending on August 31, 2019
- (k) Rent: \$1,200 per month; \$14,400.00 annually

ARTICLE 2 GRANTING

2.1 Lease of Leased Space. Subject to the terms and provisions of this Lease Agreement, Lessor hereby leases the Leased Space to Lessee, and Lessee hereby leases the Leased Space from Lessor. Provided that Lessee performs, observes and complies with the terms and provisions hereof and is not in default hereunder, Lessee shall peacefully and quietly have, hold and enjoy the Leased Space during the Initial Term and any Extended Term (as hereinafter defined), subject to the terms and provisions of this Lease Agreement.

2.2 Acceptance of Leased Space. Lessee's occupancy of the Leased Space shall be deemed to be Lessee's acceptance thereof, subject to the written agreements contained in this Lease Agreement.

ARTICLE 3 TERM

3.1 Initial Term. The Initial Term of this Lease Agreement shall commence on the Commencement Date, and shall expire on August 31, 2019 at 11:59 PM.

ARTICLE 4 RENT AND OTHER CHARGES

4.1 Rent. Commencing on and accruing from the Commencement Date, Lessee shall pay the Rent to Lessor for so long as this Lease Agreement is effective. The initial installment of the Rent shall be due and payable on or before the Commencement Date, and subsequent installments shall be due and payable on or before the fifteenth (15th) day of each calendar month thereafter. If the Commencement Date falls on a day other than the first (1st) day of a calendar month, the payment of Rent for such partial month in which the Commencement Date falls shall be pro-rated based on the number of days in such month from the Commencement Date through the last day of the month.

4.2 Delinquent Payments. In accordance with the terms of Section 4.1 above, all payments of Rent are due and payable on or before the fifteenth (15th) day of each calendar month. In the event that any payment of Rent is not received, in full, by Lessor by the fifteenth (15th) day of the month in which it is due, Lessee shall pay a late fee equal to five percent (5%) of the unpaid amount due to Lessor. All late fees shall accrue continuously until paid in full and shall be payable immediately upon demand. Such late fees shall be charged and paid not as a penalty, but as liquidated damages. Lessor and Lessee acknowledge and agree that Lessor's damages would be difficult or impossible to precisely calculate in the event of a late payment of Rent by Lessee, and, subject to the other provisions of this Lease Agreement, the foregoing late fee is a fair and equitable amount to be paid to Lessor as liquidated damages in such event. Notwithstanding the above, the receipt of such late fees shall not be Lessor's sole or exclusive remedy for Lessee's failure to pay the Rent in a timely manner,

and Lessor's acceptance of such late fees shall not in any way prejudice or affect any other rights or remedies which Lessor may have under this Lease Agreement or applicable law.

4.3 Application of Payments. Any and all payments received by Lessor from Lessee shall be applied to the amount that has been past due for the longest period of time.

4.4 Absolute Obligation. Lessee's obligation to pay the Rent and any other amounts due under this Lease Agreement shall be independent, absolute and unconditional, and shall not be subject to any abatements, defenses, deductions or set-offs of any kind.

ARTICLE 5 COMMON AREA

5.1 Common Area. The Common Area consists of those part(s) of the Building designated by Lessor, from time to time, for the common use of all lessees of the Building, including, without limitation, parking areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, if any exist, lighting facilities, hallways, restrooms, and other areas (collectively, the "Common Area"). The Common Area shall be subject to Lessor's exclusive control and shall be operated and maintained in such manner as Lessor, in its discretion, shall determine. Lessor shall maintain, or cause to be maintained, in good repair the Common Area and exterior of the stores in the Building. Without limiting the foregoing, Lessor shall maintain, or cause to be maintained, in good repair the parking area, including, if necessary, performing periodic striping and sealing of the parking area and shall furnish parking spaces without charge which may be used by Lessee's customers at the Building and others in connection with Lessee's normal business operations at the Building (jointly with Lessor and with other customers and visitors of other lessees of the Building). Lessor further shall maintain adequate water drainage and lighting systems for the parking area. Lessor reserves the right to change, from time to time, the dimensions and location of the Common Area as well as the right to remove, add or alter any amenities, facilities or improvements located therein. Lessor may temporarily close any part of the Common Area for such periods of time as may be necessary, in Lessor's determination, to make repairs or alterations or to otherwise protect or improve the Building; however, Lessor agrees to coordinate any such closure of any part of the Common Area with Lessee so as to not adversely affect the business operations of Lessee. Lessee and its employees, customers, and vendors shall have the non-exclusive right and license to use the Common Area in connection with the Permitted Use of the Leased Space. Such use may be in common with Lessor, other Lessees of the Building, and other persons permitted by Lessor to use the same. Further, such use shall be subject to such reasonable rules and regulations as Lessor may prescribe from time to time, possibly including, without limitation, the designation of specific areas where the automobiles of Lessee's employees and customers may be parked and the designation of specific times and places where vendors may deliver to Lessee. Lessee shall not solicit business or display merchandise in the Common Area without Lessor's prior written consent. Lessee shall not take any action which may interfere with the rights of other persons rightfully using the Common Area.

5.2 Partial Years. Any payment to be made by Lessee pursuant to Section 5.2 above with respect to the year in which this Lease Agreement commences or terminates shall be adjusted in accordance with the number of days and months which this Lease Agreement is effective during such year.

ARTICLE 6 TAXES

6.1 Taxes on Lessee's Personal Property or Business. Lessee shall be exclusively liable for all taxes assessed or levied against the personal property and trade fixtures owned or used by Lessee in the Leased Space and/or any other taxes or governmental charges of any sort or nature whatsoever assessed or charged in connection with Lessee's business located in the Leased Space. Lessee shall pay all such taxes and other charges on or before the date on which they are due.

6.2 Taxes. Lessor shall be responsible for the payment of any and all taxes, assessments and governmental charges of any kind and nature whatsoever which may be levied or assessed against the Building, including the Leased Space.

ARTICLE 7 INSURANCE

7.1 Liability Insurance by Lessee. Lessee shall procure and continually maintain without lapse, for so long as this Lease Agreement is effective, a policy or policies of comprehensive general liability insurance, at its sole cost and expense, naming and fully insuring both Lessor and Lessee against all claims, demands, actions, liabilities or losses of any sort arising out of or in connection with Lessee's use or occupancy of the Leased Space, the condition of the Leased Space, or any occurrence in connection with the Leased Space. Lessee shall provide Lessor with copies of such policies or duly executed Certificates of Insurance evidencing such policies. Further, at least thirty (30) days prior to the expiration of any such policy, Lessee shall provide Lessor with copies of the applicable renewal policies or duly executed Certificates of Insurance evidencing such renewal policies.

7.2 Property Insurance by Lessee. Lessee shall, at its sole cost and expense, for so long as this Lease Agreement is effective, keep all equipment, fixtures and personal property located at the Leased Space insured in amounts determined by Lessee. All property of any sort located, kept, or maintained within the Leased Space at any time shall be at the sole risk of Lessee.

7.3 Waiver of Subrogation. Notwithstanding any provision to the contrary in this Lease Agreement, each party agrees that the other party shall not be liable for any damages of any sort (arising out of indemnification obligations or otherwise) for which such first party is insured (to the actual extent of such insurance coverage), regardless of cause or fault, and Lessee and Lessor waive any right of subrogation related thereto.

ARTICLE 8 UTILITIES

8.1 Lessor to Pay for All Utilities. Lessor shall provide electric, gas and water meters and related electric, gas and water service to the Building. All costs associated with said meters and related utility services, including installation, shall be billed directly to Lessor, and Lessor shall be responsible for said costs. Without limiting the foregoing, Lessee shall be responsible for all costs, including installation and connection, associated with voice, fax, telephone, and internet lines and any and all related equipment and services.

8.2 Interruption in Utilities. Lessor shall not be responsible or liable for any interruption in, or loss of, utilities at the Leased Space, unless caused by the negligence or willful misconduct of Lessor, its agents, employees or contractors (which shall not include local, independent utility companies or any governmental agency).

ARTICLE 9 USE AND CARE

9.1 Use and Name. The Leased Space may be used only for the Permitted Use set forth in Section 1.1(e).

9.2 Operating Business; Prohibited Activities. Lessee shall not, at any time, vacate the Leased Space, but shall continuously occupy the Leased Space and operate its business therein on a full-time basis. Lessee shall maintain all of the Leased Space in an well-kept, neat, clean and attractive condition. Lessee shall not in any way damage the Leased Space or create or permit any dangerous condition. Except during normal and reasonable periods for repairing, cleaning and decorating, Lessee shall keep the Leased Space open to the public for business with adequate and competent personnel in attendance on all normal business days and during all normal business hours. Lessee will not solicit business or distribute leaflets or other advertising material in the Common Area or otherwise outside of the Leased Space. Lessee will not take any action which, in the judgment of Lessor, may constitute a nuisance, disturb or endanger other tenants of the Building, disturb or endanger customers of the Building, interfere with the use of the Building by others, or tend to injure the reputation of the Building.

9.3 No Increase in Insurance Premiums. Lessee shall not keep or allow anything within the Leased Space, or engage in or allow any activity within the Leased Space, which may increase the cost of any insurance premium beyond standard rates or invalidate any insurance policy carried on or in connection with the Leased Space or the Building.

9.4 Care of Leased Space. Lessee shall take good care of the Leased Space and keep the same free from waste. Subject to the obligations of Lessor under this Lease Agreement, Lessee shall maintain the Leased Space in substantially the same condition as the condition of the Leased Space on the Commencement Date, reasonable wear and tear excepted. Lessee shall keep the Leased Space in a neat, clean condition.

9.5 Deliveries and Pick-Ups. All deliveries and pick-ups at the Leased Space shall take place at such reasonable times, and in such a reasonable manner, so as not to disturb others at the Building or interfere with the use of the Building by other tenants or customers.

9.6 Compliance with Law. Lessee shall procure, at its sole expense, any certificates, permits and licenses required for the transaction of its business in the Leased Space. Further, Lessee shall continually and fully comply with, and shall cause the Leased Space to continually and fully comply with, all applicable laws, codes, directives, orders, ordinances, rules and other governmental regulations of any sort.

**ARTICLE 10
CONSTRUCTION AND IMPROVEMENTS**

Intentionally Omitted.

**ARTICLE 11
REPAIRS AND MAINTENANCE**

11.1 Lessor's Repair and Maintenance Obligations. Subject to the terms and provisions of this Lease Agreement, Lessor shall maintain (i) the foundation of the Building, including the Leased Space, (ii) the structural integrity of the Building, including the Leased Space, (iii) the exterior walls of the Building, include the Leased Space (excluding any doors, door hardware, windows or glass), (iv) the roof of the Leased Space, (iv) the HVAC system(s) located in the Building, including the Leased Space; (v) the fire sprinklers and plumbing systems; and (vi) the electrical systems. Upon the need for any repairs for which Lessor is responsible, Lessee shall immediately provide Lessor with written notice thereof. Notwithstanding anything to the contrary contained in this Article 11, Lessor shall not be responsible, and Lessee shall be responsible, for any repairs or to the Leased Space or any damage caused by any act or omission of Lessee or its customers, vendors, concessionaires, employees, licensees, sublessees, assignees, contractors, subcontractors or agents. Lessor agrees to indemnify and hold harmless Lessee from and against any claim, loss, liability or damage of any sort to the extent caused by any maintenance, repairs, renovations or replacements undertaken and/or completed by or on behalf of Lessee. Notwithstanding anything to the contrary contained in this Article 11, Lessee shall not be responsible, and Lessor shall be responsible, for any repairs to the Leased Space or any damage caused by any act or omission of Lessor, its customers, vendors, concessionaires, employees, licensees, contractors, subcontractors or agents.

11.2 Lessor's Repair and Maintenance Obligations. Lessee shall not have any repair or maintenance obligations with regard to the Leased Space, except as may be set forth in Section 11.1 above.

**ARTICLE 12
ALTERATIONS**

12.1 Alterations. Lessee shall not make any alterations, additions or improvements to the Leased Space without the prior written consent of Lessor, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing or harming the Leased Space. The communication of Lessor's consent, or refusal to grant such consent, to Lessee for such alterations shall not be unreasonably delayed by Lessor. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may be made or installed by either party upon the Leased Space shall remain upon and be surrendered with the Leased Space and become the property of Lessor at the termination or expiration of this Lease Agreement, unless such alterations, additions, improvements or fixtures can be removed by Lessee without causing damage to the Leased Space and, in the case of such removal by Lessee, Lessee shall, at its sole cost and expense, remove the same and restore the Leased Space to its original condition.

12.2 Requirements of Alterations. All alterations, additions or improvements undertaken by Lessee at the Leased Space shall be performed in compliance with all applicable laws, codes, ordinances, regulations or other governmental requirements and in a good and workmanlike manner by licensed and insured contractors using first quality materials. Further, Lessee shall use

commercially reasonable efforts to avoid causing interference with other tenants or customers at the Building. Lessee agrees to indemnify and hold harmless Lessor from and against any claim, loss, liability or damage of any sort to the extent caused by any alterations, additions or improvements undertaken by or on behalf of Lessee. Further, upon the request of Lessor, Lessee shall furnish bond, insurance or other security satisfactory to Lessor against any such claim, loss, liability or damage.

ARTICLE 13 DAMAGE AND DESTRUCTION

13.1 Restoration. If, during the Initial Term or any Extended Term, the Leased Space (or the personalty or fixtures thereon) are damaged or destroyed, in whole or in part, by fire or other similar cause, Lessee shall immediately provide Lessor with written notice thereof. Subject to the terms of this article, Lessor, at its sole cost and expense, shall cause the prompt repair, replacement, rebuilding and/or restoration of the Leased Space (the "Restoration"). During the Restoration, this Lease Agreement shall not terminate, but Lessee shall be entitled to an abatement of Rent until the earlier of (a) thirty (30) days after Lessor substantially completes the Restoration or (b) Lessee actually again occupies the Leased Space or the untenable portion thereof.

13.2 Requirements of Restoration. All Restoration shall be performed in compliance with all applicable laws, codes, ordinances, regulations or other governmental requirements and in a good and workmanlike manner by licensed and insured contractors using quality materials.

13.3 Right to Terminate. Notwithstanding anything to the contrary contained elsewhere in this article, if the Leased Space is destroyed in whole or in part by casualty (excluding any minor damage which may be repaired within thirty (30) days) within the last three (3) months of the Initial Term or any applicable Extended Term, either Lessor or Lessee may terminate this Lease Agreement upon written notice to the other within thirty (30) days of the occurrence of such casualty. In the event of termination, all payments by Lessee shall be apportioned as of the termination date. Upon termination of this Lease Agreement pursuant to this section, Lessor shall be entitled to receive all of the insurance proceeds payable under insurance policies maintained by Lessor with respect to any damage or destruction of the Leased Space and Lessee shall retain any proceeds payable under insurance policies maintained by Lessee.

13.4 Destruction of Building. If any part of the Building other than the Leased Space is partially or substantially destroyed by fire or other casualty and Lessor fails within two (2) months after the date of such damage or destruction to begin restoration (or cause another person or entity to begin restoration) or within six (6) months from the date of such damage or destruction to substantially complete restoration (or cause another person or entity to substantially complete restoration), Lessee may cancel this Lease Agreement by written notice to Lessor upon the expiration of the two (2) month period or upon the expiration of the six (6) month period, whichever is applicable.

ARTICLE 14 CONDEMNATION

14.1 Termination. If the whole or any part of the Leased Space is taken for any public or quasi-public use under any governmental law, ordinance or regulation or otherwise by right of eminent domain, condemnation, or by private purchase in lieu thereof ("Condemnation"), Lessee may at any time within two (2) months after such taking terminate this Lease Agreement by written notice to

Lessor, and the Rent and other charges shall be abated during the unexpired portion hereof, effective on the date of physical possession by the condemning authority.

14.2 No Termination. If Lessee elects not to terminate the Lease Agreement, the Rent and other charges hereunder shall be reduced in proportion to the area taken, effective on the date of physical possession by the condemning authority. Following such partial taking, Lessor, at its sole cost and expense, shall promptly complete all necessary repairs or alterations to the remaining portion of the Leased Space (excluding any repairs or alterations which were a part of the original Lessee Work which shall be promptly completed by Lessee).

14.3 Building. If any part of the Building is taken by Condemnation, so as to materially interfere with access to or use of the Leased Space or materially impair the business conducted on the Leased Space as reasonably determined by Lessee, Lessee may at any time within two (2) months after such taking terminate this Lease Agreement by written notice to Lessor.

14.4 Control of Condemnation Proceedings. Lessor shall have the exclusive right to handle, negotiate, settle and otherwise control any proceedings or actions of any sort related to any Condemnation.

14.5 Compensation for Condemnation. All payments, awards or compensation of any sort resulting from any Condemnation shall be the exclusive property of Lessor, and Lessee hereby assigns its interest such to Lessor; provided, however, that Lessor shall have no interest in any separately allocated award made to Lessee for any (i) moving and relocation expenses of Lessee, or (iii) loss of unattached tangible personal property owned by Lessee and located in the Leased Space.

ARTICLE 15 HOLDING OVER

15.1 Holding Over. In the event Lessee remains in possession or occupancy of the Leased Space after the expiration of this Lease Agreement and without the execution of a new Lease Agreement, Lessee shall be deemed to be occupying the Leased Space on a month-to-month basis with a Rent of one-hundred fifty percent (150%) of the applicable Rent at such time, plus any other amounts which may be due hereunder from time to time. Further, Lessee shall remain subject to all of the terms, conditions, provisions and obligations contained in this Lease Agreement insofar as the same are applicable to a month-to-month tenancy. Nothing contained in this section shall detract, alter or be deemed a waiver of any of Lessor's rights or remedies under this Lease Agreement, including, without limitation, the rights and remedies set forth in Article 17 hereof.

ARTICLE 16 LESSOR'S RIGHT OF ACCESS

16.1 Access to Leased Space. Lessor shall have the right, without cost or liability, to enter upon and into the Leased Space at any reasonable time during business hours without interfering with Lessee's business, or at any other time in the event of any emergency, for the purpose of protecting, inspecting, repairing, altering, constructing, renovating, replacing, adding to, and/or showing (to prospective tenants, purchasers, lenders or others) the Leased Space (or any space adjacent to the Leased Space).

16.2 Roof Use and Access. Access to and use of the roof above the Leased Space is reserved to Lessor; however, Lessee may have access to, and may use, the roof for purposes consented to by Lessor.

ARTICLE 17 DEFAULT AND REMEDIES

17.1 Events of Default. Each of the following events or occurrences (“Event of Default”) shall be deemed to be an Event of Default by Lessee under this Lease Agreement:

(a) Lessee shall fail to pay any installment of Rent, or other obligation hereunder involving the payment of money, and such failure shall continue for a period of ten (10) days after the date on which such payment is due.

(b) Lessee shall fail to comply with any material term, provision, covenant or agreement contained in this Lease Agreement, other than as described in subsection (a) above, and shall not cure such failure within fifteen (15) days after written notice thereof to Lessee; except such fifteen (15) day cure period shall be extended as reasonably necessary to permit the Lessee to complete cure so long as the Lessee commences cure within such fifteen (15) day period and diligently pursues such cure.

(c) Lessee shall become insolvent or make an assignment for the benefit of creditors.

(d) A petition shall be filed by, for or against Lessee under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state therein.

(e) Lessee shall be adjudged bankrupt or insolvent in any proceeding filed against Lessee.

(f) Lessee shall do or permit to be done anything which creates a lien upon the Leased Space, which lien is not fully discharged or bonded, at Lessee’s expense, within twenty (20) days of the filing thereof.

17.2 Remedies. Upon the occurrence of any Event of Default, Lessor shall have the option to pursue any one or more of the following remedies:

(a) Lessor may, with or without legal proceeding, enter upon and take possession of the Leased Space, expelling Lessee therefrom, without being liable for trespass or any claim for damages related thereto, and may continue to demand from Lessee the monthly Rent and other charges provided in this Lease Agreement while Lessor attempts to re-let the Leased Space upon such terms and conditions as Lessor, in its sole discretion, deems acceptable. If and when Lessor does re-let the Leased Space, such amounts received by Lessor shall be applied toward any past due amounts owed by Lessee, and shall reduce such amounts accordingly; provided, however, that no such re-letting shall relieve Lessee of its obligations under this Lease Agreement, including, without limitation, the obligation to pay Rent and other amounts which may be due pursuant to the terms hereof.

(b) Lessor may terminate this Lease Agreement by written notice to Lessee, in which event Lessee shall immediately surrender the Leased Space to Lessor, and if Lessee fails to do so, Lessor may, with or without legal proceeding, enter upon and occupy the Leased Space, expelling Lessee therefrom, without being liable for trespass or any claim for damages related thereto.

(c) Lessor may terminate this Lease Agreement and declare all unpaid Rent and other amounts due hereunder for the then current term to be immediately due and payable in full.

(d) Lessor may take any one or more actions of any sort permissible at law or in equity.

17.3 Lessor Default. Lessor shall be in default under this Lease Agreement if Lessor shall fail to materially comply with or shall materially breach any material term, provision or covenant of this Lease Agreement or any material representation made herein by Lessor shall be materially false or misleading, and Lessor shall not cure such failure or breach or correct such misrepresentation within fifteen (15) days after written notice thereof to Lessor, except such fifteen (15) day cure period will be extended as reasonably necessary to permit the Lessor to complete cure or correction so long as the Lessor commences cure or correction within such fifteen (15) day cure period and thereafter continuously and diligently pursues such cure or correction. If an event of default by Lessor occurs which is not cured or corrected during any applicable cure period in accordance with the terms hereof, Lessee may terminate this Lease Agreement and seek any remedy available at law or in equity.

17.4 Remedies Not Exclusive. Either party's pursuit of any one or more of the remedies set forth above shall not preclude pursuit, simultaneously or otherwise, of any of the other remedies set forth above or otherwise set forth in this Lease Agreement.

17.5 No Waiver. Unless a specific time period for action is otherwise set forth herein, forbearance or delay by either party to enforce one or more of the remedies set forth in this Lease Agreement shall not be deemed or construed to constitute a waiver of the right to enforce such remedy or a waiver of the default related thereto.

17.6 Expenses. In addition to any other amounts due hereunder, each party shall be liable to the other for any and all costs, expenses, fees or charges of any sort (including, without limitation, reasonable attorneys' fees and legal costs) incurred or charged by the non-defaulting party in pursuing any remedy available to it or otherwise enforcing the terms of this Lease Agreement.

17.7 Cover by Lessor. In the event that Lessee breaches any provision of this Lease Agreement or otherwise fails to fulfill any of its obligations of any sort hereunder after any cure period, Lessor may, in its sole discretion, and without affecting any of Lessor's rights or remedies hereunder, choose to pay such amounts or take such actions which it deems necessary or appropriate in order to remedy Lessee's breach or fulfill Lessee's obligations. In such event, Lessee shall pay to Lessor any and all amounts, costs or expenses related to Lessor's payments or actions, which amounts, costs or expenses shall be due and payable immediately upon notice thereof from Lessor. In the event that any such payment is not received, in full, by Lessor when it is due, such outstanding amount shall accrue interest at a rate of five percent (5%) per annum.

17.9 Late Fees. Unless a different monetary late fee is otherwise provided herein, any amount of any sort which is due and payable to Lessor pursuant to this Lease Agreement and is not received by Lessor when it is due shall bear interest a rate of five percent (8%) per annum or the Regions Bank Prime Rate, whichever is greater. Such interest shall accrue from the date that such amount was due until the amount plus all applicable late fees are paid in full.

17.10 Additional Rent. Any and all amounts due from Lessee under this Lease Agreement may, at the option of Lessor, be deemed and considered additional rent.

ARTICLE 18
ASSIGNMENT AND SUBLEASING

18.1 Assignment or Sublease by Lessee. Lessee shall not have the power or authority to assign this Lease Agreement or sublease the Leased Space, or any part thereof, without the prior written consent of Lessor, and the communication of such consent, or refusal to grant such consent, to Lessee shall not be unreasonably delayed by Lessor. Consent by Lessor to one or more assignments or subleases shall not operate as a waiver of Lessor's rights with respect to any subsequent assignment or sublease.

18.2 No Release. Unless otherwise specifically and expressly agreed in writing by Lessor, no sublease by Lessee shall release Lessee from any of its obligations or liabilities hereunder, and the terms of this Lease Agreement shall be unaffected thereby. In the event of an assignment, Lessee shall have no liability under this Lease Agreement for any obligations accruing after the then current term of this Lease Agreement and Lessor agrees to look solely to such successor in interest of Lessee for the performance of such obligations; provided, however, that in the event of such assignment and release of Lessee, Lessor shall have the right to terminate this Lease Agreement at the end of the then current term.

18.3 Assignment by Lessor. Lessor may freely assign this Lease Agreement. In the event of the transfer or assignment by Lessor of this Lease Agreement and/or the Leased Space to any person or entity who assumes Lessor's obligations hereunder, Lessor shall thereby be automatically released from any further obligations or liabilities of any sort hereunder which accrue after such assignment, and Lessee agrees to look solely to such successor in interest of Lessor for the performance of such obligations.

ARTICLE 19
ENVIRONMENTAL PROVISIONS

19.1 Regulations. Lessee and Lessor acknowledges that there are various federal, state, county and municipal laws, orders, rules, directives and regulations relating to or affecting the Leased Space and/or the Building, some of which may concern construction, environmental matters, conduct of business or otherwise (collectively, the "Regulations"), and that additional Regulations may hereafter be enacted or go into effect. Lessee will not cause or knowingly permit in the Leased Space any act or practice, by negligence, omission, or otherwise, that would violate any of the Regulations. Lessor will not cause or knowingly permit in the Building any act or practice, by negligence, omission, or otherwise, that would violate any of the Regulations.

19.2 Hazardous Material, Environmental Requirement and Governmental Authority. For purposes of this article, the term "Hazardous Material" shall mean any material or substance that, whether by nature or use, is now or shall, at any time while this Lease Agreement is effective, be defined as a hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Requirement, or be regulated under any Environmental Requirement. For purposes of this article, the term "Environmental Requirement" shall collectively mean all present and future laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent in effect at any time while this Lease Agreement is effective, of or by any Governmental Authority having jurisdiction and relating to or addressing the protection of the environment or human health. For purposes of this article, the term "Governmental Authority" shall mean the federal government, or any state or other political subdivision thereof, or any agency, court or body of the federal government, or any state or other political subdivision thereof, or any local

government or agency, exercising executive, legislative, judicial, regulatory or administrative functions.

19.3 Environmental Indemnification. Lessor shall have no liability whatsoever by reason of any Hazardous Material that was removed from, disposed of, released at, or existed on, in, under or above the Leased Space in violation of any applicable Environmental Requirement subsequent to Lessee's possession of the Leased Space, unless caused by Lessor, its employees, agents, contractors or subcontractors. Lessee shall indemnify and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses incurred by Lessor (including, without limitation, any and all sums related to settlement of claims, attorneys' fees, consultant fees, expert fees, investigation, removal, cleanup, restoration or other remedial action) to the extent Lessee causes the presence of any such Hazardous Material. Likewise, Lessee shall have no liability whatsoever by reason of any Hazardous Material that was removed from, disposed of, released at, or existed on, in, under or above the Leased Space in violation of any applicable Environmental Requirement prior to or during Lessee's possession of the Leased Space, unless caused by Lessee, its employees, agents, contractors or subcontractors. Lessor shall indemnify and hold harmless Lessee from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses incurred by Lessee (including, without limitation, any and all sums related to settlement of claims, attorneys' fees, consultant fees, expert fees, investigation, removal, cleanup, restoration or other remedial action) to the extent Lessor causes the presence of any such Hazardous Material. The obligations to indemnify and hold harmless pursuant to this section shall survive the expiration or sooner termination of this Lease Agreement.

ARTICLE 20 LIMITATION OF LIABILITY; INDEMNIFICATION

20.1 Limitation of Liability. Except as otherwise set forth in this Lease Agreement, Lessor shall not be liable to Lessee for any damage, injury or death to persons, business (or any loss of income), goods, inventory, furnishings, fixtures, equipment or other property of Lessee caused by (i) fire, steam, electricity, water, gas or wind; (ii) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or (iii) any other condition arising on or about the Leased Space or any portion thereof; provided, however, that Lessor shall not be released by this section for the foregoing which is caused by the negligence or intentional wrongful acts or omissions of Lessor, or the breach of Lessor's obligations hereunder. Lessee shall not be liable to Lessor for any damage, injury or death to persons, business (or any loss of income), goods, inventory, furnishings, fixtures, equipment or other property of Lessor caused by (i) fire, steam, electricity, water, gas or wind; (ii) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or (iii) any other condition arising on or about the Building or any portion thereof; provided, however, that Lessee shall not be released by this section for the foregoing which is caused by the negligence or intentional acts or omissions of Lessee, or the breach of Lessee's obligations hereunder.

20.2 Indemnification. Lessee shall release and indemnify Lessor for any claim, damage or loss incurred by Lessor arising out of any injury or death to person, or damage to property, on or about the Leased Space to the extent caused by (i) any act or omission of Lessee or Lessee's employees, (ii) any act or omission of any person while inside the Leased Space under the express or implied invitation of Lessee, excluding Lessor, its employees, agents, contractors and subcontractors, (iii) the use or occupancy of the Leased Space by Lessee or the conduct of its business therein, or (iv) any breach or default by Lessee in the performance of any of its obligations under this Lease Agreement. Likewise, Lessor shall release and indemnify Lessee for any claim, damage or loss incurred by

Lessee arising out of any injury or death to person, or damage to property, on or about the Leased Space to the extent caused by (i) any act or omission of Lessor or Lessor's employees, (ii) any act or omission of any person while inside the Leased Space under the express or implied invitation of Lessor, excluding Lessee, its employees, agents, contractors and subcontractors, (iii) the conduct of Lessor's business on or about the Building property, or (iv) any breach or default by Lessor in the performance of any of its obligations under this Lease Agreement.

ARTICLE 21 SUBORDINATION

21.1 Subordination. This Lease Agreement shall be subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter created or allowed to be created upon the Leased Space or the Building by or through Lessor, and to any renewals, modifications and extensions thereof; provided, however, that as a condition precedent to any such subordination to any mortgage, deed of trust or other lien dated after the date of this Lease Agreement, the party secured by such instrument shall covenant for itself and any purchaser at foreclosure not to disturb Lessee's quiet enjoyment (as long as Lessee is not in default under the terms of this Lease Agreement) by execution of a nondisturbance agreement with Lessee. Lessor agrees to use commercially reasonable efforts to obtain a nondisturbance agreement from the holder of any existing mortgage, deed of trust, or other lien existing upon the Leased Space or the Building on the date of this Lease Agreement. Lessee agrees, upon the request of Lessor, to execute such further instruments which may be necessary or appropriate, in Lessor's reasonable determination, to effectuate, record, confirm or memorialize the terms and provisions of this section.

21.2 Liens. Except those approved in advance by Lessor, Lessee shall not cause or permit any liens of any sort to be placed upon the Leased Space or the Building. If any such liens arise, Lessee shall immediately give written notice thereof to Lessor. Lessee, at its sole cost and expense, shall cause such lien to be fully removed or bonded over within twenty (20) days of the filing of such lien, upon which Lessee shall provide Lessor with evidence of such removal or bond.

21.3 Estoppel Certificate. The parties agree to execute, from time to time, upon the request of the other, an Estoppel Certificate in a form acceptable to both parties containing such provisions as may be necessary, appropriate and desirable in the parties' reasonable discretion, possibly including, without limitation, certifications as to the effectiveness and validity of this Lease Agreement, the terms of the Lease Agreement, the instruments comprising all agreements between Lessor and Lessee related to the Leased Space, and the fact that there are no defaults under the Lease Agreement to the signing party's actual knowledge (except as therein specified).

ARTICLE 22 NOTICES

22.1 Methods of Delivery. Except as otherwise provided in this Lease Agreement, all notices, payments and other correspondence delivered pursuant hereto may be delivered (i) in person, (ii) by courier, (iii) by facsimile machine, (iv) by prepaid certified mail via the United States Postal Service, (v) by prepaid first class mail via the United States Postal Service.

22.2 No Exclusion for Weekends or Holidays. Any time periods set forth in this Lease Agreement referring to “days” shall mean calendar days, and shall not exclude Saturdays, Sundays, holidays, or any other days.

22.3 Addresses. Each party agrees to notify all of the other parties in writing of a change of address for notices, payments and other correspondence hereunder. If all of the other parties are so notified, such new address shall be the address for notices, payments and other correspondence hereunder. Except as provided in Section 23.4 below, unless all of the other parties are so notified of a change of address, the addresses set forth in Article 1 hereof shall be the addresses for the delivery of notices, payments and other correspondence hereunder.

22.4 Other Delivery. In addition to the other methods for delivery set forth elsewhere in this article, any notice or other correspondence shall be deemed delivered to the designated addressee if such designated addressee actually receives such notice or other correspondence (regardless of how or where it is delivered and whether or not it is delivered in accordance with the other provisions of this article).

ARTICLE 23 MISCELLANEOUS

23.1 Use of Manager or Agent. Lessor may, in its discretion from time to time, use any employee, contractor, professional, manager or other agent to exercise any of its rights or perform any of its obligations under this Lease Agreement.

23.2 Choice of Law. The provisions of this Lease Agreement are to be construed and enforced in accordance with the laws of the State of Mississippi, without regard to any conflicts of laws policies or principles.

23.3 Binding Effect. This Lease Agreement is binding upon, and inure to the benefit of, the parties hereto and their successors, heirs, permitted assigns and legal representatives.

23.4 Gender and Plurality. Wherever applicable, the pronouns designating the masculine or neuter will apply equally to the feminine, neuter, and/or masculine genders. Furthermore, wherever applicable, the singular will include the plural, and the plural will include the singular.

23.5 Headings. Article, section, and sub-section headings are for reference purposes only, and will not be considered to affect or alter the content of the provisions thereunder.

23.6 Facsimile. Any notice, agreement or other document of any sort to be executed pursuant to the terms of this Lease Agreement may be executed and delivered via facsimile, and such faxed document shall have the same force and effect as if it were an original document.

23.7 Modification; Severability. If any part or provision of this Lease Agreement is found by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other part or provision hereof. Further, if any part or provision of this Lease Agreement is found by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, such part or provision shall be modified (or deleted if necessary) only to the extent necessary to render it valid and enforceable while preserving, to the fullest extent possible, the intent, effect, and substance of the original provision and this Lease Agreement. In the event of such modification (or deletion), each and all of the remaining parts and provisions of this Lease

Agreement shall remain in full force and effect, and shall be unaffected by the modification (or deletion).

23.8 Amendment or Termination. This Lease Agreement shall not be amended or terminated except by the written agreement of all of the parties hereto or, with respect to termination, as otherwise provided herein.

23.9 Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

23.10 No Strict Construction. No rule of strict construction shall be applied against any party hereto.

23.11 Brokers. Lessee and Lessor represent and warrant to each other that no other brokers or other such representatives have been involved in the transaction contemplated hereby, and no other broker's fee, commission, finder's fee or similar fee shall be owed as a result hereof. Each of the parties hereby agrees to indemnify the other parties for any loss arising out of the breach by such indemnifying party of the provisions of this section or the invalidity of any of the provisions contained in this section resulting from the acts of such indemnifying party.

23.12 Waiver; Consent. One or more waivers by Lessor or Lessee of the breach of any covenant, term or provision of this Lease Agreement shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or provision hereof. The consent or approval of Lessor in connection with any act requiring such consent or approval shall not be deemed to waive or render unnecessary the consent or approval in connection with any other act.

23.12 Relationship of Parties. The relationship of the parties hereto shall be that of Lessor and Lessee, and nothing contained in this Lease Agreement shall be deemed or construed as creating a relationship of principal and agent, partnership, joint venture or otherwise.

23.13 Authority. Each of the parties represents and warrants that (i) it has the power and authority to enter into this Lease Agreement, (ii) this Lease Agreement constitutes a binding obligations of such party, and (iii) the person executing this Lease Agreement on behalf of such party has the necessary power and authority to do so and to bind the party in accordance with the terms hereof.

23.14 Rules and Regulations. Lessee, its servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with the Rules and Regulations attached hereto as Exhibit A and incorporated herein. Lessor shall have the right from time to time during the terms of this Lease to make reasonable changes in and additions to the said Rules and Regulations with the same force and effect as if they were originally attached hereto and incorporated herein. Any failure by Lessor to enforce any Rules and Regulations now or hereafter in effect, either against Lessee or any other

tenant in the Building, shall not constitute a waiver of the ability to enforce any such Rules and Regulations. Nor shall any failure of Lessor to enforce any Rules and Regulations subject Lessor to any liability.

23.15 Signage. Lessor agrees to apply for and obtain a sign permit with the City of Madison and/or the County of Madison, pursuant to which permit Lessor further agrees to provide a suitable and attractive outdoor sign for the purpose of displaying the names of the tenants of the Building, including the Lessee. Lessor agrees to use its best efforts to apply for such sign permit not later than one (1) month following the Commencement Date of this Lease. Lessor, at its option, may charge each tenant of the Building, including Lessee, a cost of \$75.00 for the individual nameplate displaying such tenant's name to be placed on the outdoor sign.

23.16 Confidentiality. The terms and provisions of this lease and any subsequent lease or communication thereto are confidential and shall not be disclosed to parties other than the disclosing party's agents, necessary employees, lenders, partners, and/or consultants.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date first set forth above.

LESSOR:

214 KEY DRIVE, LLC

By: _____
Name: John S. Simpson
Title: Managing Member

LESSEE:

MADISON COUNTY, MISSISSIPPI

By: _____
Name:
Title:

EXHIBIT A

RULES AND REGULATIONS

1. No smoking shall be permitted in the Building, including tenant spaces and common areas nor within 100 feet of any building exits.
2. Landlord will provide and maintain a directory for all tenants of the Building. No Signs, advertisements or notices visible to the general public shall be permitted within the Building unless first approved in writing by Landlord.
3. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the leased premises and for going from one to another part of the building.
4. Corridor doors, when not in use, shall be kept closed.
5. Plumbing fixtures and appliances shall be used only for the purpose for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by tenant.
6. Landlord shall provide all locks for doors into each tenant's leased area, and no tenant shall place any additional lock or locks on any door in its leased area without Landlord's prior written consent. Five keys for each lock on the doors in each tenant's leased area shall be furnished by Landlord. Additional keys shall be made available to tenant at tenant's cost. Tenants shall not have any duplicate keys made except by Landlord.
7. Except for microwave ovens, and coffee makers, electric current shall not be used for cooking, or heating without Landlord's prior written permission.
8. All tenants will refer all contractors, contractors' representatives and installation technicians who are to perform any work within the Building to Landlord for Landlord's supervision, approval and control before the performance of any such work. The provision shall apply to all work performed in the Building including, but not limited to installation of telephones, medical type equipment, telegraph equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment and any other physical portion of the Building. All plans for improvements or betterments should be submitted to the Landlord for his/her approval prior to beginning construction. All costs associated with betterments and improvements will be the responsibility of the Tenant.
9. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any heavy equipment, bulky material or merchandise shall be performed only in such manner, during such hours and using such elevators and passageways as the Building Manager may designate and approve in advance and, if reasonable, necessary or appropriate in view of all the circumstances, then only upon having been scheduled in advance with the Building Manager.

10. The location, weight and supporting devices for any libraries, central filing areas, medical type equipment, safes and other heavy equipment shall in all cases be approved by Landlord prior to initial installation or relocation.

11. Except as set forth in Item 7 above, no portion of any tenant's leased area shall at any time be used for cooking, sleeping or lodging quarters. No birds, animals or pets of any type, with the exception of guide dogs accompanying visually handicapped persons, shall be brought into or kept in, on or about tenant's leased areas. However, dogs may be brought into the building by tenant or Lessor with Lessor's permission.

12. Each tenant shall endeavor to keep its leased area neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways, nor shall tenants place any trash receptacles in these areas.

13. Tenants shall not employ any person for the purpose of cleaning other than the authorized cleaning and maintenance personnel for the Building unless otherwise approved in writing by Landlord.

14. To insure orderly operation of the Building, Landlord reserves the right to approve all concessions, vending machine operators or other distributors of cold drinks, coffee, food or other concessions, water, towels or newspaper.

15. Landlord shall not be responsible to the tenants, their agents, patients, employees or invitees for any loss of money, jewelry or other personal property from the leased premises or public areas or for any damages to any property therein from any cause whatsoever whether such loss or damage occurs when an area is locked against entry or not.

16. Tenants shall exercise reasonable precautions in protection of their personal property from loss or damage by keeping doors to unattended areas locked. Tenants shall also report any thefts or losses to the Building Manager and security personnel as soon as reasonably possible after discovery and shall also notify the Building Manager and security personnel of the presence of any persons whose conduct is suspicious or causes a disturbance.

17. No radio, television, phonograph, or other similar devices, shall be played so as to be heard or seen outside of the Premises, or so as to be heard in adjoining lessee spaces. No radio, television, phonograph, or other similar devices shall be mounted or played outside the Premises. No excessive noise of any kind shall emanate from the Premises. Lessee shall not mount any kind of exterior antenna outside the Premises without the Landlord's written permission. Any business in the Premises shall be operated so that no odors or smells, offensive or otherwise, shall permeate or pass to any adjoining space or spaces. No living, sleeping, criminal or immoral act shall be permitted on or in the Premises. No sexually explicit acts, material or products shall be permitted on or in the Premises. No drugs or drug paraphernalia shall be permitted on or in the Premises.

18. All deliveries, shipments, or visitors to the Premises shall be made by way of the front of the Premises or at any other location designated by Lessor, and only at such time designated for such purpose of Lessor.

19. Lessee shall keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures.

20. Tenants, their employees, patients, guests and invitees may be called upon to show suitable identification and sign a building register when entering or leaving the Building at times other than normal Building operating hours, and all tenants shall cooperate fully with Building personnel in complying with such requirements.

21. Tenants shall not solicit from or circulate advertising material among other tenants of the Building except through the regular use of the U.S. Postal Service. Tenants shall notify the Building Manager or the Building personnel promptly if it comes to their attention that any unauthorized persons are soliciting from or causing annoyance to tenants, their employees, guests or invitees.

22. Landlord reserves the right to deny entrance to the Building or remove any person or persons from the Building in any case where the conduct of such person or persons involves a hazard or nuisance to any tenant of the Building or to the public or in the event of other emergency, riot, civil commotion or similar disturbance involving risk to the Building, tenants or the general public.

23. No weapons, flammable or explosive fluids or materials shall be kept or used within the Building except in areas approved by Landlord, and Tenant shall comply with all applicable building and fire codes relating thereto.

24. Parking in the parking lot shall be in compliance with all parking rules and regulations including any sticker or other identification system established by Landlord. Failure to observe the rules and regulations shall terminate Tenant's right to use the parking lot and subject the vehicle in violation to removal and/or impoundment. No termination of parking privileges or removal of a vehicle shall create any liability on Landlord or be deemed to interfere with Tenant's right to possession of the Premises. Vehicles must be parked entirely within the stall lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps in cross hatched areas and in other areas as may be designated by Landlord. Parking stickers or other forms of identification supplied by Landlord shall remain the property of Landlord and not the property of Tenant and are not transferable. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver. The parking area shall be shared with the occupants of 212 Key Drive, Madison, Mississippi.

25. Lessee shall not affix or install any type of sun screen, tinting film, solar screen or similar product to any window or door glass of the Premises.

26. Landlord reserves the right to rescind any of these rules and regulation and to make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.