

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of the 20<sup>th</sup> day of May, 2019, ("Effective Date") by and between JACKSON CHAMBER OF COMMERCE, a Mississippi non-profit corporation ("Licensee") and REGIONS BANK, an Alabama state banking corporation ("Licensor").

WITNESSETH:

WHEREAS, Licensor is the owner of certain real property with improvements thereon located at 4855 I-55 North, Jackson, Mississippi 39206 commonly referred to as the Regions Jackson Operations Center ("Property") on which Licensor operates a bank operations center in the building located on the Property ("Building");

WHEREAS, Licensee is in need of temporary general office space as described and depicted is the areas highlighted on Exhibit A with the understanding the Licensee's employees may use the designated kitchen area on a shared basis with Licensor ("Premises") and use a portion of the parking lot located on the Property for parking purposes; and

WHEREAS, Licensor will allow Licensee the limited right to use the Premises and Property for the limited purposes set forth in this Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations, covenants, undertakings, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Licensor and Licensee, as the parties to this Agreement, agree as set forth in this Agreement.

1. Permitted Use. Licensee may use the Premises for general office use for approximately ten (10) individuals to conduct the business affairs related to the general business operations of the Licensee ("Permitted Use"). Licensee shall not engage in any use which is not a permitted use.

2. Alterations. Licensee shall not make any alterations of any nature to the Premises without the express written approval of the Licensor.

3. Term. This Agreement shall commence on June 1, 2019 and end on May 31, 2020 unless otherwise terminated by Licensor as provided for in this Agreement ("Term").

4. Fee. Licensor shall not charge Licensee a fee for the use of the Premises as provided for in this Agreement.

5. Access. Licensee's employees and invited guests ("Invitees") on the Property shall have access to the Premises during normal business hours as established by the Licensor. The Invitees shall have access only to the Premises, parking lot, and the common areas of the Building. In no event shall the Licensee or Invitees have access to Licensor's customer

information, computers, technology systems, telephone systems, copiers and/or printers, areas where customer information is stored, or other areas designated in the Building by the Licensor.

6. Telephone / Internet. Licensee shall not have access to Licensor's telephone or internet systems, shall not use the space in which the Licensor's technology related systems are stored, and shall not have access to any of Licensor's technology systems. Any installation of telephone and internet service shall be in a manner and location approved by Licensor.

7. Return of Premises. Following the end or termination of this Agreement, Licensee shall take such action as may be necessary to return the Premises to the Licensor in the same condition as delivered to the Licensee at the beginning of the Term including, but not limited to, cleaning up of any debris or trash created or resulting from Invitees use of the Premises and, upon request by Licensor, remove any telephone or other Licensee installed wiring or cabling.

8. Signage. Licensee shall not place any signs on the Property or in the Building, without the express written approval of the Licensor.

9. Licensee Expense. Licensee shall pay for any desired telephone and/or internet installation and service and the costs related to the removal of such services at the end of the Agreement. Licensee may use a secure mobile internet wireless internet connection at Licensee's expense in the Premises and mobile telephone service at the expense of the Licensee.

10. Condition of Premises. Licensor makes no representation of any nature as to the condition of the Premises and Licensee accepts the Premises "as is, where is."

11. Indemnity. Licensee shall indemnify and hold harmless the Licensor from any and all liabilities, losses, costs, damages, and/or expenses of any nature, including, but not limited to, reasonable attorney fees, incurred or sustained by the Licensor in any action at law or in equity resulting from in whole or in part the acts, conduct or omission of the Licensee including Licensee's Invitees, agents, representatives, vendors and/or contractors which occurs during the Term. This section shall survive the end or termination of this Agreement.

12. Insurance. Licensee shall maintain workers' compensation insurance coverage for all of Licensee's employees who may use or enter the Premises. Licensee shall maintain insurance against commercial general liability for injury to person(s) occurring on the Premises or damage to the Premises arising either directly or indirectly out of the use thereof by Licensee and its Invitees, agents, representatives, vendors and/or contractors. Such liability insurance shall be with minimum single limits of \$2,000,000.00 per occurrence with not more than a \$25,000.00 retention amount and in the aggregate for personal injury, death or property damage. Licensor shall be named as additional insured under said policies. Licensee shall deliver to Licensor a certificate evidencing such insurance naming Licensor as additional insured prior to Licensee's use of the Premises. Licensee shall immediately advise Licensor in writing if Licensee receives a notice of cancellation from the insurance company or its agent indicating an insurance policy is being or may be cancelled and the reason for such cancellation. In the event Licensee cancels Licensee's insurance coverage and places Licensee's insurance coverage with

another insurance company, Licensee shall promptly deliver to Licensor a new certificate of insurance naming Licensor as an additional insured.

13. Early Termination. Licensor may terminate this Agreement upon twenty (20) days written notice to Licensee for any reason. Licensor may terminate this Agreement immediately if Licensee and/or Invitees violate the provisions of Section 5 of this Agreement.

14. Construction of Agreement. This Agreement is deemed to have been drafted jointly by the parties and any uncertainty or ambiguity shall not be construed for or against any other party based on attribution of the drafting to any party.

15. Assignment. Licensee shall not assign Licensee's rights under this Agreement to any third party.

16. Time for Performance. Time is of the essence in the performance of Licensee's obligations and responsibilities under this Agreement.

17. Notices. For purposes of this Agreement, notices shall be sent via overnight carrier, such as Fed-ex, and deemed received when they have been delivered by the overnight carrier. Notices shall be sent to the following addresses:

Licensee:

Jackson Chamber of Commerce  
201 S. President Street  
Jackson, Mississippi 39201  
Attention: President

Licensor:

Regions Bank  
Corporate Real Estate  
250 Riverchase Parkway, Suite 600  
Birmingham, Alabama 35244  
Attention: Portfolio Management

With a copy emailed to:

*CorporateRealEstate@regions.com*

18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the state of Mississippi, without regard to its choice of law rules.

19. Counterparts and Signatures. This Agreement may be executed and delivered (including by facsimile or other electronic transmission) in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same agreement. The parties agree that a photocopy of a signature and/or an electronic signature are acceptable as original signatures of the respective parties as allowed by applicable law and that the transmission by one party to another party is an express representation that the photocopied or electronic signature of the transmitting party is an exact copy of the party's signature and that

such signature is valid and binding upon the transmitting party and is deemed to be an original signature.

20. Amendments. This Agreement may not be amended or waived except by an instrument in writing signed by each party to this Agreement which expressly references the intent to amend this Agreement with the understanding that oral amendments are not allowed.

21. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or any other provisions hereof, unless such construction would be unreasonable.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding relating in any manner to the Premises, Property, and/or Building, and supersedes any and all prior or contemporaneous agreements and understandings, both written and oral, between Licensor and Licensee with respect to the Premises, Property, and/or Building.

23. Burdens and Benefits. This Agreement shall be binding upon Licensor and Licensee and their respective successors and assigns.

24. Captions, Recitals and Gender. The recitals, captions, paragraphs, and sections are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of the terms of this Agreement. The recitals set forth prior to the numbered sections of this Agreement are an integral part of this Agreement. Whenever nouns or pronouns are used in this Agreement, the nouns and pronouns shall be construed according to their proper gender and number according to the context of this Agreement.

IN WITNESS WHEREOF, the Licensor and Licensee have caused this Agreement to be duly executed as required by applicable law and delivered as of the Effective Date.

LICENSEE:

JACKSON CHAMBER OF COMMERCE  
A Mississippi non-profit corporation

By: Alon BEE

Print Name: Alon BEE

Title: Pres. - CEO

LICENSOR:

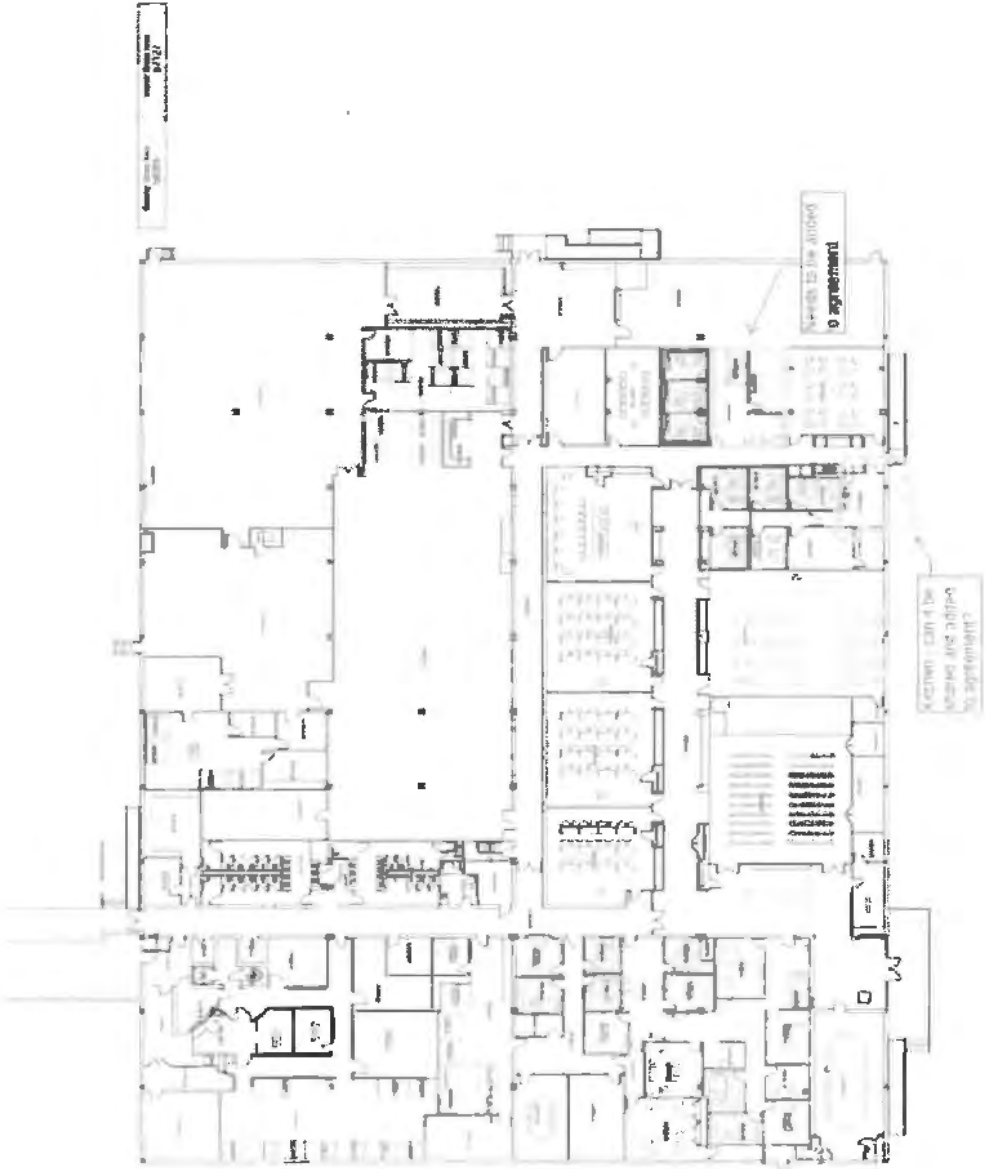
REGIONS BANK,  
an Alabama state banking corporation

By: Korey J. Cox

Print Name: Korey J. Cox

Title: Vice President

EXHIBIT A



ADDED MORE LEGIBLE, IDENTICAL FLOOR PLAN FROM PREVIOUS PAGE

Exterior Gross Area 58085	Interior Gross Area 57127
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Needs to be added to agreement

Kitchen - can it be shared and added to agreement?