

AUCTION PURCHASE AND SALE AGREEMENT

Auction Company: AUCTION MANAGEMENT CORPORATION

Auction Date: _____

Auction Number: _____

Property Address: 4855 I-55 North, Jackson Mississippi 39206

Purchase Price: _____
(Bid Amount Plus 6% Purchaser's Premium)

THIS AUCTION PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into by and between REGIONS BANK, an Alabama state banking corporation ("Seller") and the undersigned named individual or entity ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller engaged the Auction Company to conduct an auction based on a minimum bid amount of Five Hundred Thousand Dollars ("\$500,000.00") ("Minimum Bid") on the Auction Date stated above for the real property with improvements thereon including, but not limited to, any structures, systems, vaults, safety deposit boxes, and fixtures, located at the property address stated above ("Property"), subject to (a) a certain license agreement between Seller and Jackson Chamber of Commerce ("Licensee Agreement") dated May 20, 2019 ("License Agreement") a copy of which is attached hereto as Exhibit B, (b) a certain Lease Agreement to be executed by Seller and Purchaser at Closing, a copy of which is attached as Exhibit C ("Lease Agreement"), and (c) as provided for in this Agreement;

WHEREAS, Purchaser independently examined, reviewed, and evaluated the Property in determining whether to submit a bid for the Property and, having done so, submitted a bid at auction for the Property which bid was the winning bid at the auction for the Property;

WHEREAS, Seller and Purchaser desire to enter into the Lease Agreement attached hereto as Exhibit C immediately after Purchaser receives title to the Property at Closing;

WHEREAS, Seller is the owner of the Property and desires to sell, transfer and convey to Purchaser the Property in accordance with the terms and conditions of 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, Seller and Purchaser, as the parties to this Agreement, agree as set forth in this Agreement.

1. Purchase and Sale. Seller agrees to sell, transfer and convey to Purchaser and Purchaser agrees to purchase from Seller the Property for the Purchase Price stated hereinabove and on the terms and conditions set forth in this Agreement.

2. Earnest Money. Within two (2) business days from the Auction Date, Purchaser shall deposit by cashier's check or wire transfer of readily available funds five percent (5%) of the Purchase Price ("Earnest Money") with the Escrow Holder for disbursement in accordance with this Agreement with the understanding that the Earnest Money will be applied to the Purchase Price at the time the purchase and sale transaction for the Property is completed ("Closing").

3. Escrow Holder. The Earnest Money shall be delivered to Chicago Title Insurance Company, Two Gateway Center, 19th Floor, 603 Stanwix Street, Pittsburgh, Pennsylvania 15222-1402, with the individual contact being William Weinheimer at (412) 904-6891 and *weinheimerw@ctt.com* ("Escrow Holder"). Escrow Holder shall deposit and hold the Earnest Money in Escrow Holder's escrow account which is a non-interest bearing account at an FDIC insured financial institution.

4. Transfer of Title. At Closing Seller shall convey and transfer title to the Property to Purchaser by special warranty deed ("Deed") subject to the conditions, exclusions and exceptions as set forth in the title commitment issued by a national title insurance company, made available to Purchaser prior to Purchaser submitting Purchaser's bid at auction, and attached hereto as Exhibit A ("Title Commitment") and Purchaser shall accept the delivery of the Deed subject to conditions, exclusions and exceptions as set forth in the Title Commitment.

5. Condition of Property. THE PROPERTY IS SOLD ON AN "AS-IS, WHERE-IS" BASIS WITH NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE AS TO THE CONDITION OF THE PROPERTY AND/OR THE PROPERTY'S SUITABILITY FOR ANY PARTICULAR PURPOSE. PURCHASER, BY ITS EXECUTION HEREOF, ACKNOWLEDGES THAT (I) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (G) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE

PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND OTHER APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER, INCLUDING, BUT NOT LIMITED TO, SOLID WASTE AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261. PURCHASER FURTHER ACKNOWLEDGES AND AGREES AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT THAT PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT IS "AS IS" AND "WHERE IS" WITH ALL FAULTS; AND (III) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT PURCHASER HAS MADE, OR DOES HEREBY WAIVE FURTHER INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY PURCHASER, INCLUDING, BUT NOT LIMITED TO, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES AND/OR OTHER TOXIC OR POTENTIALLY TOXIC SUBSTANCES AND/OR INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY, OR WAIVER THEREOF, SHALL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER SHALL ACCEPT ALL LIABILITY THEREFORE AS BETWEEN PURCHASER AND SELLER, AND SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF SUCH DISCOVERY. SUCH INDEMNITY SHALL SURVIVE ANY TERMINATION OF THE AGREEMENT AND SHALL SURVIVE CLOSING AND NOT BE MERGED THEREIN.

6. Closing Date. The Closing shall take place November 12, 2019. If the Closing Date falls on a Saturday, Sunday or a bank holiday designated by the Federal Reserve System, the Closing Date will be moved forward to the next business day.

7. Closing of Purchase and Sale.

a. Closing. The Closing of the purchase and sale of the Property under this Agreement shall take place at 11:00 a.m. Eastern Time, or such other time as Seller, Purchaser, and Closing Agent may agree, by overnight courier delivery and wire transfer on the Closing Date.

b. Obligations of Purchaser. At Closing Purchaser shall (1) deliver to the Closing Agent for disbursement the Purchase Price by wire transfer; (2) execute and deliver to the title insurance company issuing the Title Commitment ("Title Company") one (1) original counterpart of the closing statement setting forth the approved disbursements and expenses of the transaction ("Closing Statement") consistent with this Agreement in the form required by the Title Company; (3) deliver such documentation, as may be reasonably required by the Title Company, evidencing the status and capacity of Purchaser, (4) execute and/or provide such other reasonable documents as may be required to be executed and/or provided to complete the Closing, (5) execute

the Lease Agreement attached hereto as Exhibit C; and (6) deliver written notice to the Escrow Holder instructing the Escrow Holder to deliver the Earnest Money to the Closing Agent for disbursement in accordance with the Closing Statement.

c. Obligations of Seller. At Closing Seller shall (1) execute and deliver to Purchaser the Deed, (2) execute and deliver to Closing Agent one (1) original counterpart of the Closing Statement consistent with this Agreement in the form required by the Title Company, (3) execute and deliver an owner's affidavit as may be reasonably required by the Title Company, (4) deliver possession of the Property to Purchaser, (5) execute and deliver a valid certification to the effect that Seller is not a "foreign person" and Purchaser is not required to withhold a portion of the Purchase Price under Internal Revenue Code §1445, and (6) deliver written notice to the Escrow Holder instructing the Escrow Holder to deliver the Earnest Money to the Closing Agent for disbursement in accordance with the Closing Statement.

d. Closing and Other Expenses.

(1) Purchaser. Purchaser shall pay the expenses (a) of recording the Deed including, but not limited to, any deed, document stamps, intangible, and/or transfer tax or fee, (b) for the Title Commitment, (c) for any title insurance policy that is to be issued in favor of Purchaser including, but not limited to, the premium and expenses of any needed endorsements, (d) associated with Purchaser's financing and any and all costs associated with the recordation of any documents concerning Purchaser's financing, (e) of the Closing Agent in the amount of \$750.00 for Closing the transaction contemplated by this Agreement, and (f) of Purchaser's attorney or other professionals engaged to perform services by Purchaser relating to the purchase and sale of the Property.

(2) Seller. Seller shall pay the expenses (a) preparation and delivery of the Deed to Purchaser, (b) for Seller's broker, and (c) of Seller's attorneys or other professional engaged to perform services by Seller relating to the purchase and sale of the Property.

(3) Proration. Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing Date. Purchaser shall be responsible for all taxes and assessments accruing on and after the Closing Date. The Closing Statement shall reflect such proration based on the most recent and available tax rate and valuation.

(4) Other Costs and Expenses. Any other expenses relating to the Closing, if any, shall be allocated between and charged to Purchaser and Seller in accordance with Title Company's standard practices.

(5) Corrections. If any errors or omissions are made regarding any proration, Seller and Purchaser shall make the appropriate corrections promptly upon the discovery of such error or omission.

8. Default and Remedies.

a. Purchaser. If Purchaser believes Seller is in breach or violation of this Agreement, Purchaser shall advise Seller of the alleged breach or violation in a written notice to

Seller stating in sufficient detail the alleged breach or violation and the action needed to cure or remedy the alleged breach by Seller. Seller shall have fifteen (15) days from the receipt of Purchaser's written notice to cure or remedy the alleged violation prior to Seller being in breach or violation of any term or provision of this Agreement. If Seller fails to cure or remedy the alleged breach or violation as set forth in the written notice within the fifteen (15) days, Purchaser may declare a default and pursue return of the Earnest Money from the Escrow Holder and such equitable remedies as may be available to Purchaser including, but not limited to, specific performance, but Purchaser shall not be able to recover damages of any nature from Seller.

b. Seller. If Seller believes Purchaser is in breach or violation of this Agreement and except as provided hereinafter in this section, Seller shall advise Purchaser of the alleged breach or violation in a written notice to Purchaser stating in sufficient detail the alleged breach or violation and the action needed to cure or remedy the alleged breach by Purchaser. Purchaser shall have fifteen (15) days from the receipt of Seller's written notice to cure or remedy the alleged violation prior to Purchaser being in breach or violation of any term or provision of this Agreement. If Purchaser fails to cure or remedy the alleged breach or violation as set forth in the written notice within the fifteen (15) days, Seller may declare a default and pursue such legal and equitable remedies as may be available to Seller including, but not limited to, damages and/or specific performance. If Purchaser fails to complete the Closing as required under this Agreement, Seller shall have the right to immediately receive the Earnest Money from the Escrow Holder as a portion of the damages sustained by Seller, pursue such legal and equitable remedies as may be available to Seller including, but not limited to, damages, and Purchaser shall have no rights or claims of any nature to purchase or acquire the Property or have any interest of any nature in the title to the Property with the understanding that in such event Seller may sell the Property to a third party free and clear of any claims of any nature of Purchaser to the Property.

9. Representations of Seller. Seller hereby represents and warrants to Purchaser:

a. Organization. Seller is duly organized, validly existing and in good standing in the state of its formation, and has all requisite power and authority to own and sell property and conduct business in the state where the Property is located, and the individual executing this Agreement on behalf of Seller represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of Seller.

b. Power and Authority. Seller has full power and authority to enter into this Agreement and to perform all of Seller's obligations under this Agreement and that the execution and delivery of this Agreement and the performance by Seller of Seller's obligations under this Agreement have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Seller.

c. Valid and Binding. This Agreement has been duly and fully executed and delivered by Seller and, assuming the due authorization, execution and delivery by Purchaser constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

d. Conflicts. The execution, delivery and performance by Seller under this Agreement does not conflict with or violate any organizational document, contract, agreement, understanding, law or order binding upon or applicable to Seller.

e. Status. To the actual knowledge of Seller, without investigation, no notices of any material violation relating to the Property or its use have been received by Seller from any governmental authority, there are no writs, injunctions, decrees, orders or judgments outstanding affecting the Property, and there are no lawsuits, claims, proceedings or investigations pending or threatened relating to the ownership of the Property.

f. Knowing and Voluntary. Seller is an experienced and sophisticated purchaser and seller of commercial real estate of the nature and type covered by this Agreement, has read and understands this Agreement, has consulted with a real estate attorney of Seller's choice prior to entering into this Agreement, and knowing and voluntarily enters into this Agreement.

g. Reliance. Purchaser may reasonably rely on the representations and warranties set forth in this section of this Agreement without the necessity of independent inquiry or investigations but not further or otherwise.

10. Representations of Purchaser. Purchaser hereby represents and warrants to Seller:

a. Organization. Purchaser is duly organized, validly existing, in good standing in the state of its formation, and has all requisite power and authority to purchase and own property and conduct business in the state where the Property is located, and each individual executing this Agreement on behalf of Purchaser represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of Purchaser.

b. Power and Authority. Purchaser has full power and authority to enter into this Agreement and to perform all of Purchaser's obligations under this Agreement and that the execution and delivery of this Agreement and the performance by Purchaser of Purchaser's obligations under this Agreement have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Purchaser.

c. Valid and Binding. This Agreement has been duly and fully executed and delivered by Purchaser and, assuming the due authorization, execution and delivery by Seller constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

d. Conflicts. The execution, delivery and performance by Purchaser under this Agreement does not conflict with or violate any organizational document, contract, agreement, understanding, law or order binding upon or applicable to Purchaser.

e. Knowing and Voluntary. Purchaser is an experienced and sophisticated purchaser and seller of commercial real estate of the nature and type covered by this Agreement, has read and understands this Agreement, has consulted with a real estate attorney of Purchaser's

choice prior to entering into this Agreement, and knowing and voluntarily enters into this Agreement.

f. Financial Ability. Purchaser has the financial ability either independently or through third party financial commitments from financing entities which Purchaser reasonably believes will be able to fulfill the financing commitments to Purchaser.

g. Independent Decision. Purchaser has relied and will rely solely upon its own independent decision relating to the Property, and is not relying on any statement or act or omission of Seller, its attorneys, employees, agents or representatives, except as specifically set forth in this Agreement, in making Purchaser's decision to purchase the Property.

h. Economic Sanctions Compliance. Purchaser represents that neither Purchaser nor any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, employee, agent, affiliate or representative of the Purchaser is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority ("Sanctions"), nor is Purchaser located, organized or resident in a country or territory that is the subject of Sanctions; and Purchaser represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

11. Release and Assumption by Purchaser. To the fullest extent allowed by applicable law, except as expressly set forth in this Agreement, Purchaser releases Seller from all risks and liability whether based on contract, tort or strict liability, including, but not limited to, contractual and/or statutory actions for contribution or indemnity, relating in any manner to the condition of the Property, any improvements or substances located on the Property, compliance with any laws, rules ordinances, or regulations from any governmental or quasi-governmental entity. Purchaser assumes all risks and liability to the presence of or needed remediation for all known or unknown toxic or hazardous substances, materials, or wastes or other actual or potential environmental contaminates on, within, or under the surface of the Property, including, but not limited to, both known and unknown, apparent, non-apparent, or latent and whether existing prior to, at, or subsequent to, the transfer of the Property.

12. Compensation of Escrow Holder / Closing Agent. At Closing the Closing Agent, who is also the Escrow Holder, shall be entitled to compensation in the amount of \$750.00 to be paid by Purchaser. If the Closing fails to take place for any reason, Escrow Holder shall be entitled to compensation in the amount of \$250.00 ("Escrow Fee") which amount shall be paid by Purchaser, provided, however, if the Closing fails to take place due to a default by Seller, Seller shall pay the Escrow Fee.

13. Disbursement of Earnest Money. The disbursement of Earnest Money held by Escrow Holder may occur only (a) at the Closing in accordance with approved Closing Statement, (b) upon written agreement signed by all parties having an interest in the Earnest Money, (c) upon a court order, (d) upon failure of any contingency in this Agreement, or (e) upon failure of either party to fulfill the obligations contained in this Agreement, Escrow Holder may disburse the earnest money upon a reasonable interpretation of this Agreement provided Escrow Holder first

gives all parties at least ten (10) days written notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Escrow Holder within a ten (10) day notice period following receipt of the proposed disbursement by Escrow Holder. Objections not timely made in writing to the proposed disbursement of the Earnest Money by the Escrow Holder shall be waived. If Escrow Holder receives an objection and, after considering it, decides to disburse the Earnest Money as originally proposed, Escrow Holder may do so and send notice to the parties of the actions of the Escrow Holder. If Escrow Holder decides to modify Escrow Holder's original proposed disbursement, Escrow Holder shall first send a new ten (10) day written notice to the parties stating Escrow Holder's rationale for the modification and to whom the disbursement will now be made. Based on the revised proposed disbursement delivered by Escrow Holder to the parties, Escrow Holder shall not disburse the earnest money until the end of the ten (10) day period. Following the resolution process stated hereinabove, if Escrow Holder is of the opinion that a dispute still exists between any of the parties, Escrow Holder shall have the option to file an interpleader action and interplead the funds into a court of competent jurisdiction if Escrow Holder is uncertain who is entitled to the Earnest Money. In any such interpleader action filed in good faith by Escrow Holder, Escrow Holder shall be entitled to recover from the non-prevailing party Escrow Holder's reasonable attorney fees and costs and the prevailing party in any interpleader actions shall be entitled to recover from the non-prevailing party its reasonable attorney fees and costs. Any interpleader action shall be filed in the county in which the Property is located. Notices required to be sent by this section shall be sent by overnight carrier, such as FedEx or UPS next day delivery no signature required, to the street addresses of Seller and Purchaser appearing on the signature page, and to the Auction Company at its last known address and to the Escrow Holder at the address stated hereinabove with notice being given as of the delivery date of the written notice to the parties.

14. Damage to Property. From the Auction Date to the Closing on the Closing Date, if any structure on the Property is damaged or destroyed by natural causes including, but not limited to, fire, wind, flood, earthquake, riots, or storm surge, and the cost to repair or place the Property in the same condition the structure was in immediately preceding the auction on the Auction Date ("Pre-Auction Condition") is greater than ten percent (10%) of the Purchase Price, Seller shall have the option to repair the Property to the Property's Pre-Auction Condition or terminate this Agreement with the understanding that Purchaser may waive any repair obligation of Seller and proceed to Closing accepting the then current condition of the Property. If Seller terminates this Agreement pursuant to this section, Escrow Holder shall return the Earnest Money to Purchaser.

15. Dispute Resolution. Any and all disputes of any nature under this Agreement shall be resolved by arbitration by one arbitrator in accordance with the applicable rules of the American Arbitration Association in effect when the dispute arises and a party to this Agreement makes a demand for or files a motion to compel arbitration with the American Arbitration Association and/or a court having jurisdiction over the parties. The arbitration shall be conducted in Birmingham, Alabama at a venue as agreed upon by the parties, or if no agreement is reached by the parties, as directed by the arbitrator. The arbitration shall take place within ninety (90) days of the demand for arbitration unless otherwise directed by the arbitrator, but in no event more than one hundred and eighty (180) days. The arbitrator shall issue a written opinion and award within thirty (30) days of the conclusion of the arbitration. Any issue relating to whether a dispute under this Agreement is subject to arbitration shall be exclusively decided by the arbitrator. Neither party

shall be entitled to recover punitive damages. The prevailing party in any arbitration or other legal proceeding under this section which results in an arbitration award or enforcement of an arbitration award shall be entitled to recover its reasonable attorneys' fees, costs relating to the arbitration proceeding, costs relating to the enforcement of the arbitration decision or award in any court proceeding, filing fees, the arbitrator's fee and expenses, and costs and expenses of any nature incurred in connection with any dispute. Any award by the arbitrator may be enforced in any court having subject matter jurisdiction and personal jurisdiction over the parties.

16. Waiver of Jury Trial. SELLER AND PURCHASER UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.

17. No Insiders. To the knowledge of Purchaser, the Property is not being purchased by (a) any individual employed by Seller or an affiliate of Seller, (b) any director of Seller or an affiliate of Seller, (c) any individual, firm, or company providing professional services including audit, legal, loan review, or appraisal services to Seller or any affiliate of Seller, and (d) any relative or related interest of Seller or Seller's affiliate's director, employee or professional services provider ("Insiders"). No Insider will receive any compensation, benefit, or anything of value from Purchaser and/or Purchaser's employees or representatives under or relating in any manner to the sale of the Property, except the Auction Company.

18. Restriction on Termination of License Agreement. Purchaser shall not terminate the License Agreement attached hereto as Exhibit B prior to January 1, 2020, but may give notice, as provided for in the License Agreement, that the License Agreement will be terminated as of January 1, 2020 unless Licensee is in breach of the License Agreement, it being the intent of Seller and Purchaser that the Licensee shall be able to remain on the Property under the License Agreement until at least January 1, 2020.

19. Waiver of Breach. No failure by Seller or Purchaser to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Seller or Purchaser, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

20. Force Majeure. If any party is prevented, hindered or delayed in the performance or observance of any of its obligations under this Agreement by reason of any circumstance beyond its reasonable control including, but not limited to, fire, flood, earthquake, named storms, riots, civil disorders, rebellions, or extraordinary weather conditions not reasonably foreseeable, that party will be excused from any further performance or observance of the obligations for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party affected by a circumstance excusing timely performance as provided for in this section will advise the other party in reasonable detail of the event (including the estimated duration of the event) as

promptly as practicable and keep all other parties reasonably apprised of progress in resolving the circumstance.

21. 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.

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

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

24. 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.

25. 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.

26. Burdens and Benefits. This Agreement shall be binding upon Seller, Purchaser, and their respective successors and assigns.

27. Entire Agreement. This Agreement constitutes the entire agreement and understanding, and supersedes any and all prior or contemporaneous agreements and understandings, both written and oral, between Seller and Purchaser with respect to the Property.

28. 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.

29. Notices. Any notice, demand, statement or consent herein required or permitted to be given by either party to the other hereunder shall be given to the party at the address stated below the party's signature on the signature page, or such other address as a party may designate in a notice to the other party as provided for in this section. No notice or other communications

given under this Agreement shall be effective unless the same is in writing and given in person or mailed by registered or certified mail, return receipt requested, or delivered by overnight courier such as Fed Ex or UPS. Any such notice, demand, statement or consent shall be deemed to have been given on the date of delivery, receipt or refusal by the party being notified.

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

PURCHASER:

Print Full Legal Name

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Street Address

City, State, Zip Code

SELLER:

REGIONS BANK,
an Alabama state banking corporation

By: _____

Print Name: _____

Title: _____

Corporate Real Estate,
250 Riverchase Parkway, Suite 600
Birmingham, Alabama 35244
with a copy by email to
CorporateRealEstate@regions.com and
keith.pressley@regions.com

Effective Date: _____

EXHIBIT A

Title Commitment Issued by Chicago Title Insurance Company

[see attached 10 pages]



COMMITMENT FOR TITLE INSURANCE

Issued By

CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Chicago Title Insurance Company*, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 30 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

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- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Paul Randall
Issuing Office: Randall, Segrest, Weeks & Reeves, PLLC
Issuing Office's ALTA® Registry ID: 1039268
Loan ID No.:
Commitment No.:
Issuing Office File No.: RS19-08-0842
Property Address: 4855 55 North, Jackson, MS 39206

SCHEDULE A

1. Commitment Date: August 28, 2019 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: A natural person or legal entity to be determined
Proposed Policy Amount: \$1,000.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: A natural person or legal entity to be determined
Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Deposit Guaranty National Bank
5. The Land is described as follows:

Tract I:

A part of the East one-half of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 13, Township 6 North, Range 1 East, lying in and being a part of the First Judicial District of Hinds County, Mississippi, and more particularly described as follows:

Begin at the Northeast corner of the intersection of the North line of the dedicated road or street along the South side of that certain property conveyed by W. P. Bridges to the Trustees of the Jackson Municipal Separate School District, with the East line of the road or street along the East side of said School property, as recorded in Deed Book 818, at Page 562; from said intersection run easterly along the North line of said road or street a distance of 150 feet to the Southwest corner of the Pan-Am Southern property as recorded in Deed Book 868, at Page 158; turn thence to the left through an angle of 89°58' and run Northerly along the West line of said Pan-Am Southern property and parallel with the road or street along the East side of the School property, for a distance of 295.9 feet to the Northwest corner of the Pan-Am Southern property and the point of beginning of the property herein described; continue thence Northerly on an extension of the last mentioned

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course, and parallel with the road or street along the East side of said School property for a distance of 348.2 feet to the Southwest corner of the D. F. Lyle property as recorded in Deed Book 930, at Page 253; turn thence to the right through an angle of 89°58' and run Easterly along the South line of said D. F. Lyle property for a distance of 360.9 feet to the new Right-of-Way line of U. S. Highway #51; turn thence to the right through an angle of 99°30' and run Southwesterly along the present Right-of-Way line of said U. S. Highway #51 for a distance of 353 feet to the North line of the Pan-Am Southern property; turn thence to the right through an angle of 80°30' and run Westerly along the North line of the Pan-Am Southern property for a distance of 302.9 feet to the point of beginning.

Together with a non-exclusive easement or right-of-way for the purposes of ingress and egress over the following described property:

A strip of land 20 feet wide, East and West, and 940 feet long, North and South, described as follows: Commence at the Southwest corner of the Pan-Am Southern property described above, thence North 940 feet to a point, which is the Northwest corner of the D. F. Lyle property described above, thence West for a distance of 20 feet to a point on a projection in a Westerly direction of the North line of the said Lyle property, thence South for a distance of 940 feet to a point which is 20 feet West of the Southwest corner of the said Pan-Am Southern property, thence East 20 feet to the point of beginning, being a part of Section 13, Township 6 North, Range 1 East.

This being the same easement conveyed by W. P. Bridges to Sidney D. Jones and Elizabeth M. Jones by instrument recorded in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, in Deed Book 1132, Page 513.

And being the same property as described in Warranty Deed recorded in Book 1736 at Page 457.

Tract II:

A certain parcel of land being situated in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 6 North, Range 1 East, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the South line of the dedicated road or street along the North side of that certain property conveyed by W. P. Bridges to the Trustees of Jackson Municipal Separate School District with the Western right of way line of U.S. Highway #51, said School property being described by a deed in Book 818 at Page 562 and the said road or street being described in Deed Book 818 at Page 564, both being recorded in the office of the Chancery Clerk, at Jackson, Mississippi. From said point of beginning run thence Southwesterly along the Western right of way line of said U.S. Highway #51 for a distance of 300 feet; turning to the right through an angle of 80 degrees 30 minutes run Westerly and parallel with the South line of the street along the North side of said School property for a distance of 396 feet to a point which is 150 feet East of the East line of the Street or road which runs along the East side of said School property; thence Northerly and parallel with the said street or road along the East side of said School property for a distance of 295.9 feet to the South line of the Street or road along the North side of said School property; turning thence to the right through an angle of 89 degrees 58 minutes and run Easterly along the south line of said street or road 445.2 feet to the point of beginning.

LESS AND EXCEPT, a parcel of land off of the entire East end of said property conveyed by D. F. Lyle, et al,

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to State Highway Commission of Mississippi recorded in the aforesaid office in Book 1044, Page 159.

And being the same property as described in Warranty Deed recorded in Book 1736 at Page 460.

CHICAGO TITLE INSURANCE COMPANY

RANDALL, SEGREST, WEEKS & REEVES,
PLLC,
a Mississippi professional limited liability
company

R. P. Randall, Jr.



By: *[Signature]*
President

ATTEST
[Signature]
Secretary

By: _____
R. Paul Randall, Jr.,
Member

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AMERICAN
LAND TITLE
ASSOCIATION



**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes, charges, assessments, levied and assessed against the land, which are due and payable.
6. Execution of an Owner's and Contractor's Affidavit, Owner's/Seller's Affidavit, Notice of Availability of Owner's Title Insurance and Notice of Availability of Survey, all in forms acceptable to the Company.
7. If the Owner/Seller/Purchaser/Borrower is a limited liability company, satisfactory evidence must be furnished as to the proper formation of the Owner/Seller/Purchaser/Borrower, prior to closing this transaction together with proof as to the current good standing of said limited liability company. In addition, the certificate/articles of formation and any amendments thereto, operating agreement/by-laws of said limited liability company and certified copies of the resolutions of the governing member(s)/body of said limited liability company authorizing the transaction and designating the manager(s)/member(s)/officer who will execute the instruments, must be furnished. The resolution must set forth the consideration and the terms of the transaction. Upon review of said documents, the Company reserves the right to make such additional requirements as it may deem necessary.
8. If the Owner/Seller/Purchaser/Borrower is a corporation, satisfactory evidence must be furnished as to the proper incorporation of the Owner/Seller/Purchaser/Borrower prior to closing this transaction together with proof as to the current good standing of said corporation. In addition, the articles of incorporation and any amendments thereto, by-laws of said corporation and certified copies of the resolutions of the governing body of said corporation authorizing the transaction and designating the officers who will execute the instruments, must be furnished. The resolution must set forth the consideration and the terms of the transaction. Upon review of said documents, the Company reserves the right to make such additional requirements as it may deem necessary.
9. The Company reserves the right to make such additional requirements as it may deem necessary.
10. For information only

2018 Real Property Tax Information:

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Parcel ID: 511-636
2018 Amount: \$109,381.53
Status: Paid

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any rights, interests, or claims of parties in possession of the land not shown by public records.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to all or any part of the land which now under water or which has previously been under water but filled or exposed through the efforts of man.
6. Taxes or special assessments not shown as liens by the public records.
7. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
8. Taxes and assessments for the current year and subsequent years.
9. The Company does not insure land lying within the bounds of public roads.
10. The Company does not insure the quantity of square footage or acreage of the land.
11. Easement for right of way executed by W. P. Bridges to Mississippi Power and Light Company, dated March 19, 1952, and recorded in Book 754, Page 523, in the aforesaid office.
12. Easement for right of way executed by W. P. Bridges to Mississippi Power and Light Company, dated August 27, 1957, and recorded in Book 1048, Page 75, in the aforesaid office.

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13. Easement for right of way executed by W. P. Bridges and W. D. Reimers to Mississippi Power & Light Company, dated November 29, 1957, and recorded in Book 1054, Page 550, in the aforesaid office.
14. The terms and conditions of those certain instruments executed to State Highway Commission of Mississippi recorded in Deed Book 566 at Page 565 thereof and in Deed Book 1044 at Page 159 an in Deed Book 1044 at Page 135, thereof, all in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi.
15. Right of way found in Warranty Deed recorded in Book 1132 at Page 513.

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EXHIBIT B

License Agreement

[see attached 6 pages]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of the 20th 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: Alan Bee

Print Name: Alan Bee

Title: Pres. - CEO

LICENSOR:

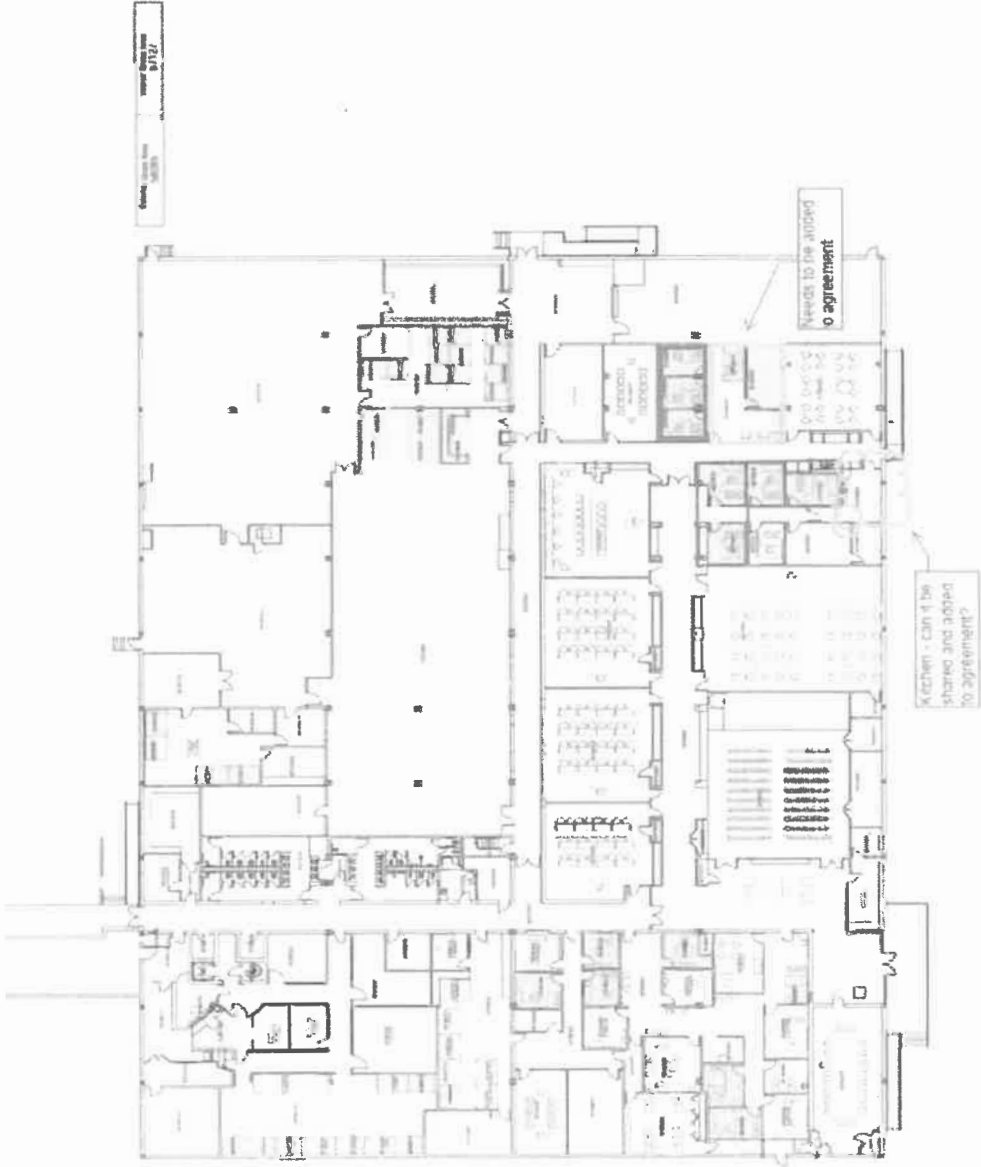
REGIONS BANK,
an Alabama state banking corporation

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?

EXHIBIT C

Lease Agreement

[see attached 18 pages]

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between REGIONS BANK, an Alabama state banking corporation ("Lessee") and the undersigned named individual or entity ("Lessor").

W I T N E S S E T H:

WHEREAS, simultaneously with the signing of this Lease, Lessor has purchased from Lessee certain improved real property commonly known as 4855 I-55, Jackson, Mississippi; and

WHEREAS, Lessor desires to lease a portion of such improved real estate described hereinafter to Lessee and Lessee desires to lease from Lessor certain improved real property described in this Lease on the terms and conditions set forth in this Lease.

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, Lessor and Lessee, as the parties to this Lease, agree as set forth in this Lease.

1. Definitions. For purposes of this Lease, in addition to any terms and phrases defined in this Lease in a particular section, the following terms and phrases shall have the following meanings in this Lease.

a. "Access to Premises" means the non-exclusive rights of Lessee and Lessee's agent, employees, and/or representatives to use Lessor's interior areas of the Building and exterior areas of the Property to access the Premises including, but not limited to, driveways, parking lots, loading areas, restrooms, doors, hallways and other parts of the Building and Property reasonably needed by Lessee to access the Premises for the Premise's Intended Use.

b. "Building" means the existing structure on the Property.

c. "Commencement Date" means the Effective Date.

d. "Criminal Activity" means activity which violates applicable law including, but not limited to, theft, robbery, destruction of property, or any violence against an individual on the Premises on the Property which is known to Lessor using reasonable diligence to discover or learn of such activity.

e. "Effective Date" means the date appearing below the signature of Lessee on the signature page.

f. "Insider" means any individual employed by Regions Bank or an affiliate of Regions Bank; any director of Regions Bank or an affiliate of Regions Bank; any individual, firm, or company providing professional services including audit, legal, loan review, or appraisal services to Regions Bank or any affiliate of Regions Bank; and any relative or related interest of Regions Bank's or its affiliate's director, employee or professional provider.

g. "Intended Use" means the operation of a cash vault and any purposes determined by Lessee to be incidental thereto including, but not limited to, armored trucks and armed security guards having Access to Premises and entering the Premises, and the operations of the needed security, telephone, internet, and technology systems relating to the Premises.

h. "Lessee's Improvements" means the additions, changes, modifications, work, and construction to the Premises and/or Property identified on Exhibit C which shall be at Lessee's cost and expense.

i. "Premises" means that certain real property with improvements thereon identified on Exhibit B as "Regions Leaseback Space" together with all rights, privileges and appurtenances thereto being a portion of the Property.

j. "Property" means that certain real property with improvements thereon commonly known as 4855 I-55 North, Jackson, Mississippi as described on Exhibit A attached hereto and made a part hereof.

k. "Term" means beginning on the Effective Date and ending on the last day of the month twelve (12) months from the Effective Date, unless otherwise terminated earlier as provided for in this Lease.

2. Premises. Lessor hereby leases, rents, lets and demises to Lessee and Lessee hereby takes, leases, and accepts the Premises located on the Property. Lessor shall not create or allow a third party to create any obstruction which may hinder the Lessee's Intended Use of the Premises. Lessor hereby grants Lessee a license to Access the Premises during the Term.

3. Delivery of Premises. Lessor hereby delivers possession of the Premises to Lessee as of the Effective Date.

4. Use. Lessee may use the Premises for the Intended Use.

5. Term. This Lease shall be for the Term.

6. Rent. Starting on the Commencement Date, Lessee shall pay rent to Lessor for Lessee's possession and use of the Premises and Access to Premises the total sum of Ten Thousand Dollars (\$10,000.00) per month. If there is a partial month occurring at the beginning of the Term, the payment for such partial month shall be due with Lessee's payment for the first full month following the Commencement Date. Lessee shall pay to Lessor at the address specified or furnished in this Lease during the Term of this Lease on or before the first day of each calendar month.

7. Late Fee. In the event any sums required hereunder to be paid are not received by Lessor on or before the date the same are due, then, Lessee shall immediately pay, as additional rent, a service charge equal to five percent (5%) of the past due sum.

8. Hours of Operation and Access. The Premises may be used for the Intended Use with Access to Premises being 24 hours a day, 7 days a week, 365/366 days a year including,

but not limited to, periods in which a severe weather and/or tornado warning or watch has been issued.

9. Lessee's Improvements. Lessee shall be allowed by Lessor to make Lessee's Improvements to the Property with Lessee using commercially reasonable efforts to complete Lessee's Improvements prior to the Effective Date, but Lessor acknowledges that some of Lessee's Improvements may extended beyond the Effective Date and in such event Lessor hereby grants Lessee and Lessee's agent, contractors and representatives reasonable access to the Building and Property as may be need to complete Lessee's Improvements and maintain Lessee's Improvements in good working order and condition. Lessee shall comply with the applicable building codes and ordinances of the municipality, county and state in which the Property and Premises are located, and all alterations and/or changes will be made in conformance with sound engineering and building practices.

10. Lessor's Improvements. Lessor shall not construct or allow any improvements in the Building and/or on the Property, which limit, restrict or otherwise adversely affect Lessee's Intended Use of the Premises and/or Access to Premises.

11. Security and Other Systems.

a. Lessee. Lessee shall be allowed by Lessor to install and maintain in the Building and on the Property such security related systems, including, but not limited to, card or badge access systems, alarm systems, lighting systems, and/or video recording systems, which Lessee may determine are needed to provide the proper level of security on and about the Premises at Lessee's expense. Lessee shall have the option to install and maintain a secondary heating and air conditioning system if deemed needed by Lessee at Lessee's expense which, if installed, shall be removed by Lessee at the end of the Term. Lessee shall have the right to install fencing in the area noted on Exhibit D if deemed needed by Lessee for security reasons and secured parking for the Premises at Lessee's expense which shall not be removed by Lessee at the end of the Term. Lessee shall be allowed to have a security guard in the Premises at all times at Lessee's expense. Lessee shall have the right to maintain the existing security and alarm systems for the Premises. Lessee shall have the exclusive right to monitor and control using video cameras and requiring card reader access to the areas on Exhibit B noted "Shared / Common Hallway Space" during the Term of the Lease with the understanding Lessee shall provide card reader access to Lessor for Lessor to grant access for Lessor's employees, agents, tenants, and representatives to the area noted "Shared / Common Hallway Space." Lessee shall have the exclusive use and right of access using a card reader to the areas on Exhibit B noted "IT / Telecom Rooms" for a period of time beginning on the Closing Date and ending sixty (60) days thereafter with reasonable access using other portions of the Building as may be required by Lessee to operate and move the equipment contained therein to the Premises. Upon Lessee vacating the areas on Exhibit B noted "IT / Telecom Rooms," Lessee shall disconnect the card reader from this area.

b. Lessor. Lessor shall install, operate and maintain in the Building and/or on the Property such security systems which are commercially reasonable considering the Intended Use of the Premises by Lessee and otherwise which may be reasonably necessary to

provide security to the Lessee and other occupants of the Building and Property at Lessor's expense.

12. Lessor Access to Premises. Lessor shall have access to the Premises on upon five (5) business days written notice to Lessee advising of the reason access is needed and only upon the written consent of the Lessee which consent may not be unreasonably withheld.

13. Furniture and Furnishings. All furniture and/or furnishing in the Building as of the Effective Date shall become the property of Lessor, except such furniture and furnishings in the Premises it being understood that prior to the Effective Date Lessee shall remove the furniture and furnishings in the areas on Exhibit B identified as "Regions to relocate furniture out of these rooms" and with the further understanding at the end of the Term if Lessee elects Lessee may leave such additional furniture and furnishings in the Premises and such remaining furniture and furnishings shall become the property of Lessor.

14. Parking. Lessee shall be entitled to the exclusive use of the secured parking area.

15. Compliance with Laws. Lessor and Lessee agree to comply with all applicable laws, ordinances, orders, rules, regulations and requirements of applicable governmental authorities and/or agencies with jurisdiction over the Property and/or Premises.

16. Representations and Warranties by Lessee. Lessee hereby represents and warrants to Lessor:

a. Power and Authority. Lessee has full power and authority to enter into this Lease and to perform all of Lessee's obligations under this Lease and that the execution and delivery of this Lease and the performance by Lessee of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Lease as a binding and enforceable obligation of Lessee.

b. Valid and Binding. This Lease has been duly and fully executed and delivered by Lessee and, assuming the due authorization, execution and delivery by Lessor constitutes a legal, valid and binding obligation of Lessee enforceable against Lessee in accordance with its terms.

c. Conflicts. The execution, delivery and performance by Lessee under this Lease does not conflict with or violate any organizational document, contract, agreement, understanding, law or order binding upon or applicable to Lessee.

17. Representations and Warranties by Lessor. Lessor hereby represents and warrants to Lessee:

a. Warranty of Title. Lessor is the owner in fee simple of the Premises, that Lessor has good, marketable and insurable title thereto, and has the right to make this Lease for the Term and on the conditions herein set forth.

b. Warranty against Mortgages and Other Liens. This Lease is not subject and subordinate to any mortgages or liens whatsoever except current taxes, not yet due and

payable, or if this Lease is subject to a mortgage, Lessor shall comply with the terms and conditions of this Lease relating to Subordination set forth in this Lease.

c. Zoning Laws and Regulations. Lessor shall not initiate or acquiesce in any zoning changes to the Premises or the Property which may adversely affect the Premises unless such change is requested by Lessee.

d. Power and Authority. Lessor has full power and authority to enter into this Lease and to perform all of Lessor's obligations under this Lease and that the execution and delivery of this Lease and the performance by Lessor of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Lease as a binding and enforceable obligation of Lessor.

e. Valid and Binding. This Lease has been duly and fully executed and delivered by Lessor and, assuming the due authorization, execution and delivery by Lessee constitutes a legal, valid and binding obligation of Lessor enforceable against Lessor in accordance with its terms.

f. Conflicts. The execution, delivery and performance by Lessor under this Lease does not conflict with or violate any organizational document, contract, agreement, understanding, law or order binding upon or applicable to Lessor.

g. Other Leases. Lessor has granted no leases or licenses affecting the Premises, and there are no other parties in possession of or holding any right to use or possess any portion of the Premises or who hold any lien, right or other claim against or for the purchase or lease of any of the Premises, except the License Agreement.

h. Access. The Premises have direct access to one or more public roadways and Lessor shall take no action during the Term to restrict or alter such access.

i. Quiet Enjoyment. Upon paying the Rent and observing and keeping all covenants, agreements and conditions of this Lease on Lessee' part to be kept, Lessee shall quietly have and enjoy the Premises during the Term of this Lease, without hindrance or disruption by Lessor or anyone claiming by or through Lessor.

j. No Insiders. No Insider will receive any compensation, benefit, or anything of value from Lessor and/or Lessor's agents or representatives under or relating in any manner to this Lease.

18. Reasonable Reliance. Lessor and Lessee agree that each party has reasonably relied on the representations and warranties of the other party as set forth in this Lease in making the decision to enter into this Lease.

19. Termination of Lease by Lessor.

a. Failure to Pay Rent. In the event Lessee fails to timely pay the Rent under this Lease when and as the Rent becomes due and payable and such failure continues for a period of ten (10) days after Lessee's receipt of a written notice from Lessor advising Lessee that Lessor

did not receive a Rent payment, Lessor may terminate this Lease upon thirty (30) days written notice to Lessee.

b. Failure to Perform. In the event Lessee fails to perform Lessee's obligations under this Lease or fails to comply with any of the covenants, agreements, terms or conditions contained in this Lease other than the obligation to pay Rent and such failure to perform or comply continues for a period of thirty (30) days after Lessee's receipt of a written notice from Lessor advising Lessee of what Lessee has failed to perform or comply with as required by this Lease, Lessor may terminate this Lease upon thirty (30) days written notice to Lessee, provided, however, that if the failure is curable and Lessee proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work or action involved to cure the same within the said thirty (30) days the time to do so shall be extended for such additional period as shall be necessary to cure the same.

c. Insolvency Proceedings. In the event Lessee is declared insolvent by the applicable regulatory authority, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for Lessee under federal, state, or other statute, law or regulation, or if Lessee shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, Lessor may terminate this Lease upon thirty (30) days written notice to Lessee.

20. Termination of Lease by Lessee.

a. Notice to Lessor. Lessee may terminate this Lease at Lessee's discretion for any reason upon providing at least thirty (30) days notice of Lessee's intent to terminate this Lease.

d. Lessor's Default. If Lessor shall be in breach of one or more of the provisions contained herein, Lessee shall give Lessor written notice of such violation. If Lessor fails to remedy such default within thirty (30) days following Lessor's receipt of Lessee's written notice, Lessee may elect to terminate this Agreement or perform whatever Lessor failed to do, at Lessor's sole cost and expense. In the event Lessee cures such breach, Lessor agrees to reimburse Lessee for the cost of doing so no later than thirty (30) days following Lessor's receipt of Lessee's invoice and supporting documentation. If Lessor fails to pay such invoice, within thirty (30) days of receipt, Lessee may abate Rent until Lessee has been fully reimbursed. Notwithstanding the foregoing, if a breach is curable and Lessor proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said thirty (30) days the time to do so shall be extended for such additional period as shall be necessary to cure the same.

e. Termination Date. If the Lessee terminates the Lease under this section, the Lease shall terminate thirty (30) days following Lessor's receipt of Lessee's termination notice and thereafter neither Lessor nor Lessee shall have any further rights or obligations hereunder (except as otherwise provided herein); provided, however, if Lessee has paid rent in advance, Lessor shall refund such advance payment, prorated from the date of termination

through the end of the period for which rent had been paid. Lessee shall be responsible for removing all equipment, at its sole expense, and surrendering the Premises to Lessor.

21. Insurance.

a. Primary Coverage. Lessor and Lessee shall maintain bodily injury and property damage liability insurance against claims for damage, occurring in, on or about the Property and/or Premises in an amount not less than Two Million Dollars (\$2,000,000.00) with each party naming the other as an additional insured and paying its own costs for such coverage. The insurance coverage shall be placed with a properly licensed insurance company having a rating of not less than A- from A.M. Best. In the case of Lessee's insurance, such coverage shall only extend to the specific ATM operation of the Lessee conducted on the Premises and shall not extend to anything arising as a result of or in connection with Lessor's operations on the Premises. Lessor's liability insurance shall be applicable to Lessee with regard to the parking areas and driveways on the Property.

b. Certificate of Insurance. Upon request, each party shall provide to the other party a certificate of insurance within ten (10) days of the Effective Date and annually thereafter.

c. Additional Coverage. Any additional insurance carried by either party shall not reduce the insurance the other is required to carry pursuant to this section, nor cause either one to become a co-insurer under the insurance required to be carried under this Lease on behalf of the other.

d. Subrogation. Each insurance policy obtained by Lessor insuring the Property, the Premises and/or personal property/equipment of the Lessor or insurance policy obtained by the Lessee insuring its personal property/equipment against loss and/or damage due to casualty or other similar hazard shall contain waiver of subrogation provisions pursuant to which each respective insurer waives all expressed or implied rights of subrogation against Lessor and/or Lessee, as the case may be, and their respective officers, directors, partners, employees and agents.

e. Retention. Notwithstanding anything to the contrary in this Lease, Lessor acknowledges and agrees that the insurance to be maintained by Lessee may be in the form of a general coverage or floater policy covering these and other premises and Lessee may self-insure any or all of the amounts required to be carried herein with deductibles in amounts to be determined by Lessee in Lessee's sole discretion.

22. Indemnification.

a. By Lessee. Lessee shall indemnify and hold harmless Lessor against and from all actions, claims, liabilities, direct damages, penalties, liens, costs, charges and expenses including reasonable attorneys' fees and litigation costs, but excluding lost profits and consequential, indirect, special or incidental damages or the like, or for any punitive damages, which may be incurred by Lessor by reason of (i) any work or thing done in a negligent manner by Lessee on or about the Premises or any part thereof, (ii) any use, possession, occupations,

conditions, operations, maintenance or management of the Premises or any part thereof by Lessee, (iii) any negligence on the part of Lessee or any of its agents, contractors, servants, employees, licensees, or invitees, or (iv) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof to the extent such occurs as a result of Lessee's business operations thereon, except as and to the extent the same may arise as a result of the actions or failure to act of Lessor or any of Lessor's agents, contractors, servants, employees, invitees or licensees. Notwithstanding any provision in this Lease to the contrary, Lessee shall not have any liability with respect to, and Lessor shall protect, indemnify, defend and hold Lessee harmless for, from and against any and all claims, costs, expenses, suits, judgments, actions, investigations, proceedings and liabilities arising out of or in connection with (i) any hazardous materials present on the Property (other than the Premises); (ii) any hazardous materials present on the Premises prior to the date on which possession of the Premises has been delivered to Lessee; (iii) any hazardous materials brought on the Property (including the Premises) by Lessor, its agents, representatives, or contractors during the Term or (iv) the migration of any hazardous materials described in clauses (i), (ii) or (iii) at any time.

b. Defense by Lessee. In case any action or proceeding is brought against Lessor by reason of any such claim set forth in this section, Lessee, upon written notice from Lessor by reason of any such claim, Lessee will, at Lessee's expense, resist or defend such action or proceeding by counsel selected by Lessee and reasonably satisfactory to Lessor, provided, Lessee may not consent to a judgment being entered against Lessor without the express written permission of Lessor. Lessee's duty and responsibility pursuant to this section shall survive the expiration of the Term.

c. By Lessor. Lessor shall indemnify and hold harmless Lessee against and from all actions, claims, liabilities, direct damages, penalties, liens, costs, charges and expenses including reasonable attorneys' fees and litigation costs, but excluding lost profits and consequential, indirect, special or incidental damages or the like, or for any punitive damages, which may be incurred by Lessee by reason of (i) any work or thing done in a negligent manner by Lessor on or about the Property or any part thereof, (ii) any use, possession, occupations, conditions, operations, maintenance or management of the Property or any part thereof by Lessor, (iii) any negligence on the part of Lessor or any of its agents, contractors, servants, employees, licensees, or invitees, or (iv) any accident, injury or damage to any person or property occurring in, on or about the Property or any part thereof to the extent such occurs as a result of Lessor's business operations thereon, except as and to the extent the same may arise as a result of the actions or failure to act of Lessee or any of Lessee's agents, contractors, servants, employees, invitees or licensees.

d. Defense by Lessor. In case any action or proceeding is brought against Lessee by reason of any such claim set forth in this section, Lessor, upon written notice from Lessee by reason of any such claim, Lessor will, at Lessor's expense, resist or defend such action or proceeding by counsel selected by Lessor and reasonably satisfactory to Lessee, provided, Lessor may not consent to a judgment being entered against Lessee without the express written permission of Lessee. Lessor's duty and responsibility pursuant to this section shall survive the expiration of the Term.

23. Damage or Destruction. In case of any damage or destruction of the Premises and/or Property, Lessor will promptly give written notice thereof to Lessee and this Lease shall continue in full force and effect. In the event that the Property is destroyed by fire, earthquake or other casualty, Lessee may, at its election, cancel and terminate this Lease by giving Lessor ten (10) days prior written notice. In the event that any part of the Property is destroyed or damaged by fire, earthquake or other casualty such that the Premises are unsuitable for operation of the business of Lessee, in Lessee's sole discretion, Lessee shall have the right at its election to cancel and terminate this Lease by giving Lessor ten (10) days prior written notice. If Lessee's ATM is destroyed or damaged, Lessor shall immediately, but not later than 24 hours after the occurrence of the damage and/or destruction, give Lessee written notice of such fact in the manner provided hereinafter.

24. Condemnation.

a. Notice. Lessor shall promptly give Lessee notice of any proposed condemnation as soon after Lessor is made aware of such action as possible and shall thereafter provide Lessee with regular updates regarding the proceedings.

b. General. If the entire Property or any portion of the Premises shall be taken or condemned by any action or proceeding brought for the purpose of any taking of the fee of the Property or any part thereof, or interest therein, by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending, then this Lease shall terminate as of the date of vesting of the fee in the Property in the condemning authority.

c. Adverse Impact. If any part of the Property shall be taken or shall be taken or condemned by any action or proceeding brought for the purpose of any taking of the fee of the Property or any part thereof, or interest therein, by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending, which partial taking renders the Premises unsuitable for operation of the business of Lessee in Lessee's opinion, Lessee shall have the right, at the Lessee's election evidenced by prior written notice to Lessor given within thirty (30) days after vesting date, to cancel and terminate this Lease.

d. Direct Action. Lessee shall have the full right to litigate directly with the condemning authority concerning any claim it may have for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of, trade fixtures, furniture, and other personal property belonging to Lessee, moving expenses, and value, as of the date of taking, of Lessee's leasehold interest in the Premises not so taken.

25. Waiver of Breach. No failure by Lessor or Lessee to insist upon the strict performance of any covenant, term or condition of this Lease or to exercise any right or remedy upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any breach, shall constitute a waiver of any such breach or of such covenant, term or condition. No covenant, term or condition of this Lease to be performed or complied with by Lessor and Lessee, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this

Lease, but each and every covenant, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

26. Surrender of Premises on Termination. On the last day of the Term, or upon an earlier termination of the rights of Lessee under this Lease, Lessee shall surrender and deliver possession of the Premises to the Lessor without delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies unless expressly permitted by Lessor in writing, and free and clear of all liens and encumbrances other than those to which this Lease is subject, and those, if any, created by Lessor, its successors or assigns. Lessee shall not be required to remove the cash vault on the Premises, any fixtures on the Premises, cabling and/or wiring, and/or any of Lessee's Improvements.

27. Assignment and Sublease.

a. Unconditional Right. Lessee may freely assign this Lease or sublet the Premises to a wholly-owned subsidiary corporation of its parent company, or a corporation of which Lessee controls the management, or to an affiliated corporation, or to a corporation with which the Lessee may become merged, or with which Lessee may become consolidated. Lessee shall provide written notice of such assignment, provide documentation showing the assignment meets the requirements of this section and shall pay any and all fees, costs or expenses related to the assignment.

b. Merger. In the event Lessee is reorganized, merged or consolidated with any other corporation or legal entity, the resulting or surviving corporation or legal entity, which as the result of such reorganization, merger or consolidation succeeds to substantially all of the assets or business of Lessee, shall automatically and without the necessity of a further assignment become Lessee of this Lease in accordance with and subject to all of its terms, provisions and conditions.

28. Duty to Maintain; Operating Costs. Lessor shall maintain the Building and Property in a manner consistent with other properties similarly situated in both class and location and pay all operating costs of the Building and Property including, but not limited to real estate taxes, costs for all heating and air conditioning systems, utilities, water, sewer, runoff, roof and exterior repairs, provided, however, Lessee shall maintain the Premises and provide janitorial and security services for the Premises.

29. Taxes and Impositions. Lessee shall pay any taxes (including, but not limited to, personal property taxes but excluding taxes on rents, leases or occupancy, if any, imposed on this Lease or imposed during the Term hereof on Lessee's fixtures, equipment and/or personal property located on the Premises. Notwithstanding anything to the contrary herein, Lessee, after written notice to Lessor, may contest, by appropriate legal proceeding conducted in good faith and with due diligence, the amount, validity or application any taxes, assessments or charges imposed by this Section. Lessor shall pay, without contribution from Lessee, all real property taxes associated with the Property of which the Premises are a part.

30. Emergency. In the event of an emergency situation including, but not limited to, Criminal Activity or a breach of security, Lessor shall provide Lessee notice and Lessor shall

also notify Lessee by telephone at 1-800-298-6775 or such other telephone number Lessee may designate in a subsequent notice.

31. Criminal Activity. Lessor shall provide Lessee written notice of any Criminal Activity no later than twenty four (24) hours following Lessor learning of such incident or event.

32. Waiver of Jury Trial. In the event of any dispute of any nature resulting in litigation relating to this Lease in any manner Lessor and Lessee hereby expressly and knowingly waive their respective rights to a trial by jury.

33. Liens. The parties shall take such action as may be needed to and within their control to keep the fee estate of the Property and thus the Premises free and clear from all mechanics' and materialman's and other claims and liens for work and labor done, services performed, materials, appliances, uses or furnished or to be used in or about the Property and/or Premises for or in connection with any operations of Lessor and/or Lessee, or any alternations, improvement, repairs or additions which they may make or permit or cause to be made, or any work or construction by, for, or permitted by them on or about the Property and/or Premises.

34. Waiver of Lessor Lien. Lessor acknowledges that the trade fixtures, furnishings equipment and personal property of the Lessee shall in no event become the property of the Lessor during the Term. Furthermore, Lessor waives any right, title or interest in Lessee's personal property located on the Premises, including any Lessor's lien or other right or interest that would arise in law or at equity or attach to Lessee's personal property as a result of Lessee entering into this Lease. In addition, Lessor acknowledges that certain property and money held by Lessee under its control in the performance of its business will not belong to Lessee and nothing contained in this Lease shall be or be construed to allow Lessor to interfere with the rights of the owners of such property, whether held in trust or otherwise, to the possession of such property or money. Lessor's right to remove, store and dispose of Lessee's property does not run to such property of others.

35. Force Majeure. If any party is prevented, hindered or delayed in the performance or observance of any of its obligations under this Agreement by reason of any circumstance beyond its reasonable control including, but not limited to, fire, flood, earthquake, riots, civil orders, rebellions, or extraordinary weather conditions not reasonably foreseeable, that party will be excused from any further performance or observance of the obligations for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party affected by a circumstance excusing timely performance as provided for in this section will advise the other party in reasonable detail of the event (including the estimated duration of the event) as promptly as practicable and keep all other parties reasonably apprised of progress in resolving the circumstance.

36. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the state in which the Premises are located, without regard to its choice of law rules.

37. Counterparts and Signatures. This Lease 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.

38. Amendments. This Lease may not be amended or waived except by an instrument in writing signed by each party to this Lease which expressly references the intent to amend this Lease.

39. Severability. Wherever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Lease 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.

40. Entire Agreement. This Lease constitutes the entire agreement and understanding, and supersedes any and all prior or contemporaneous agreements and understandings, both written and oral, between Lessor and Lessee with respect to the Premises.

41. Burdens and Benefits. This Lease shall be binding upon Lessor and Lessee and their respective successors and assigns.

42. 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 Lease. The recitals set forth prior to the numbered sections of this Lease are an integral part of this Lease. Whenever nouns or pronouns are used in this Lease, the nouns and pronouns shall be construed according to their proper gender and number according to the context of this Lease.

43. Estoppel. From time to time and upon twenty (20) days' written notice, Lessee agrees to execute and deliver a written acceptance/estoppel certificate confirming that Lessee has accepted the Premises and such other facts relative to this Lease as Lessor or any mortgagee of the Property may reasonably request to be confirmed.

44. Subordination. The Lease and Lessee's tenancy shall be subject and subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of Lessor and the Premises, provided that such subordination shall be contingent upon Lessor delivering to Lessee a subordination, attornment and non-disturbance agreement (a) in form reasonably acceptable to Lessee, Lessor and the holder of such mortgage or deed of trust which shall include, but not be limited to, a provision (i) requiring the Lessor to provide a fully executed copy of the agreement to the Lessee, (ii) requiring the Lessor to promptly provide written notice

to Lessee when the mortgage or deed of trust has been released by the mortgagee or trustee, (iii) that the agreement shall not modify in any manner the terms of this Lease, and (iv) that any new owner or holder of the mortgage or deed of trust shall abide by all the terms and conditions of the Lease, and (b) executed by the holder of such mortgage or deed of trust, Lessor and Lessee. Lessee also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election, and upon notification by such mortgagee or trustee to Lessee to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Lessee agrees to execute and deliver such instruments as may be reasonably requested by Lessor or by any mortgagee or trustee subordinating this Lease to the lien of any present or future mortgage or deed of trust, or as may be otherwise required to carry out the intent of this section.

45. Broker. Each of Lessor and Lessee represents to the other that it has dealt with no real estate agent or broker in connection with this Lease and the Premises and except as herein provided each party agrees to indemnify, hold harmless and defend the other from any and all claims from all other real estate brokers, agents or other parties claiming to be entitled to a fee, commission or other compensation from the indemnifying party as a result of the execution of this Lease.

46. Memorandum of Lease. Lessee may, but is not obligated to, require Lessor to execute a memorandum of Lease to be recorded in the appropriate office of the clerk of court, registrar, or other governmental official's office having to authority over maintaining a registry of deeds and other public records in the applicable county or counties in which the Premises are located in form satisfactory to Lessee and Lessor, which shall include (a) the names of the parties to this Lease; (b) the legal description of the Premises from the Lessor's Existing Survey or Survey, whichever is more recent and deemed to be correct; (c) a drawing or plat of the Property highlighting the Premises; (d) the term of this Lease; (e) the existence of all options to extend the term of this Lease; (f) the exclusivity rights in favor of Lessee; and (g) such other sections as may be necessary to effectuate proper notice of this Lease.

47. Notices. Any notice, demand, statement or consent herein required or permitted to be given by either party to the other hereunder shall be given to the party at the address stated below the party's signature on the signature page, or such other address as a party may designate in a notice to the other party as provided for in this section. No notice or other communications given under this Agreement shall be effective unless the same is in writing and given in person or mailed by registered or certified mail, return receipt requested, or delivered by overnight courier such as Fed Ex or UPS. Any such notice, demand, statement or consent shall be deemed to have been given on the date of delivery, receipt or refusal by the party being notified.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be duly executed as required by applicable law and delivered as of the Effective Date.

[signatures appear on the following page]

LESSOR:

LESSEE:

Print Full Legal Name

REGIONS BANK,
an Alabama state banking corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Corporate Real Estate,
250 Riverchase Parkway, Suite 600
Birmingham, Alabama 35244

Street Address

Attention: Portfolio Administration
with a copy by email to
CorporateRealEstate@regions.com

City, State, Zip Code

Effective Date: _____

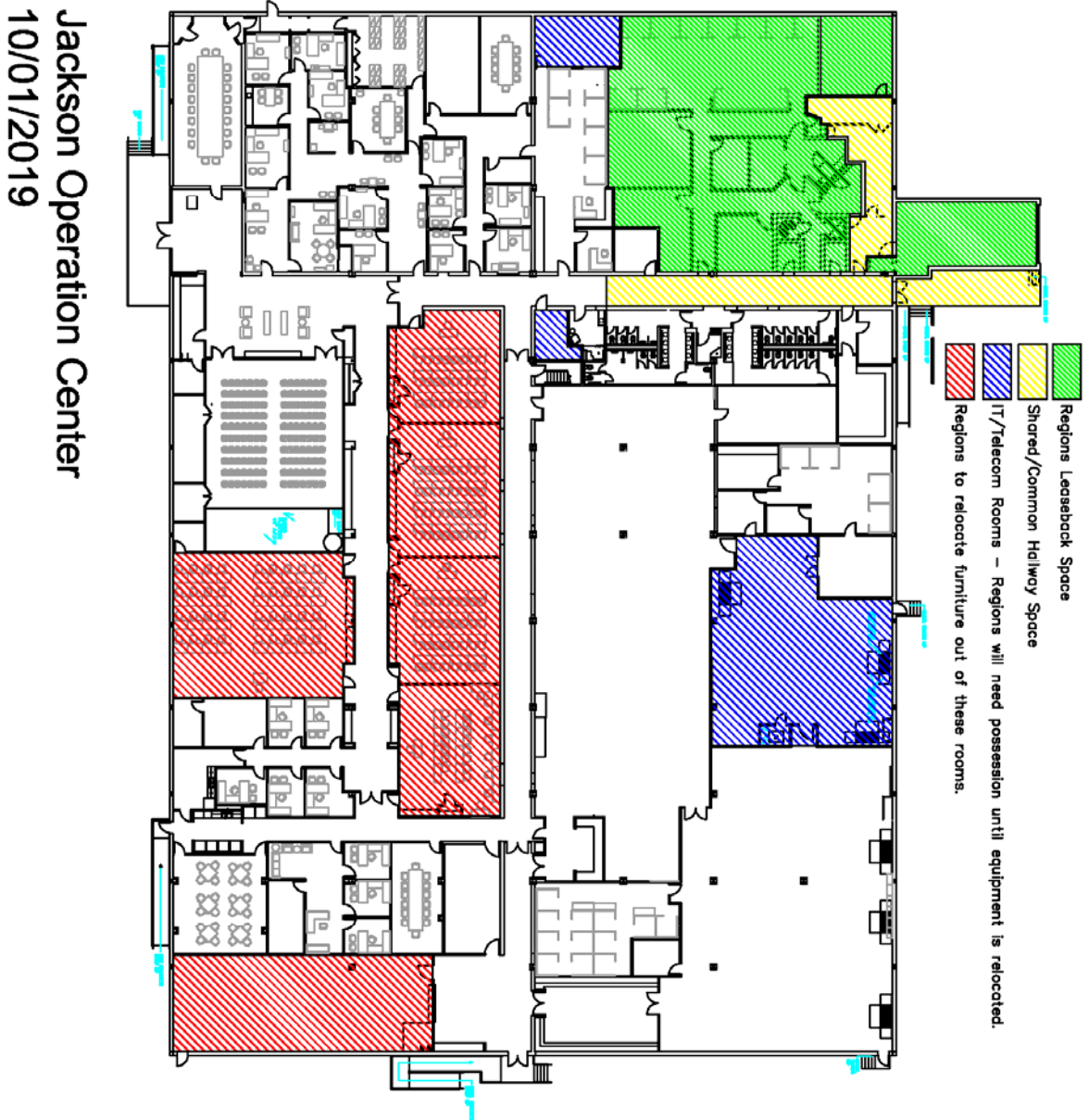
EXHIBIT A

Legal Description of Property from Special Warranty Deed

[to be added]

EXHIBIT B

Depiction of the Premises



Jackson Operation Center
10/01/2019

EXHIBIT C

Lessee's Improvements

Lessee shall be allowed by Lessor to make such improvements as may be needed to the Premises in order to use the Premises in accordance with the Intended Use.

EXHIBIT D

Fencing Area

Gate to be added by Lessee as needed in the fenced in area.
The area to be fenced is in redline with a modification shown by the angled purple line.

