

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 extend beyond the Effective Date and in such event Lessor hereby grants Lessee and Lessee's agent, contractors and representatives reasonably 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 by 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 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:

Print Full Legal Name

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Street Address

City, State, Zip Code

LESSEE:

REGIONS BANK,
an Alabama state banking corporation

By: _____

Print Name: _____

Title: _____

Corporate Real Estate,
250 Riverchase Parkway, Suite 600
Birmingham, Alabama 35244
Attention: Portfolio Administration
with a copy by email to
CorporateRealEstate@regions.com

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

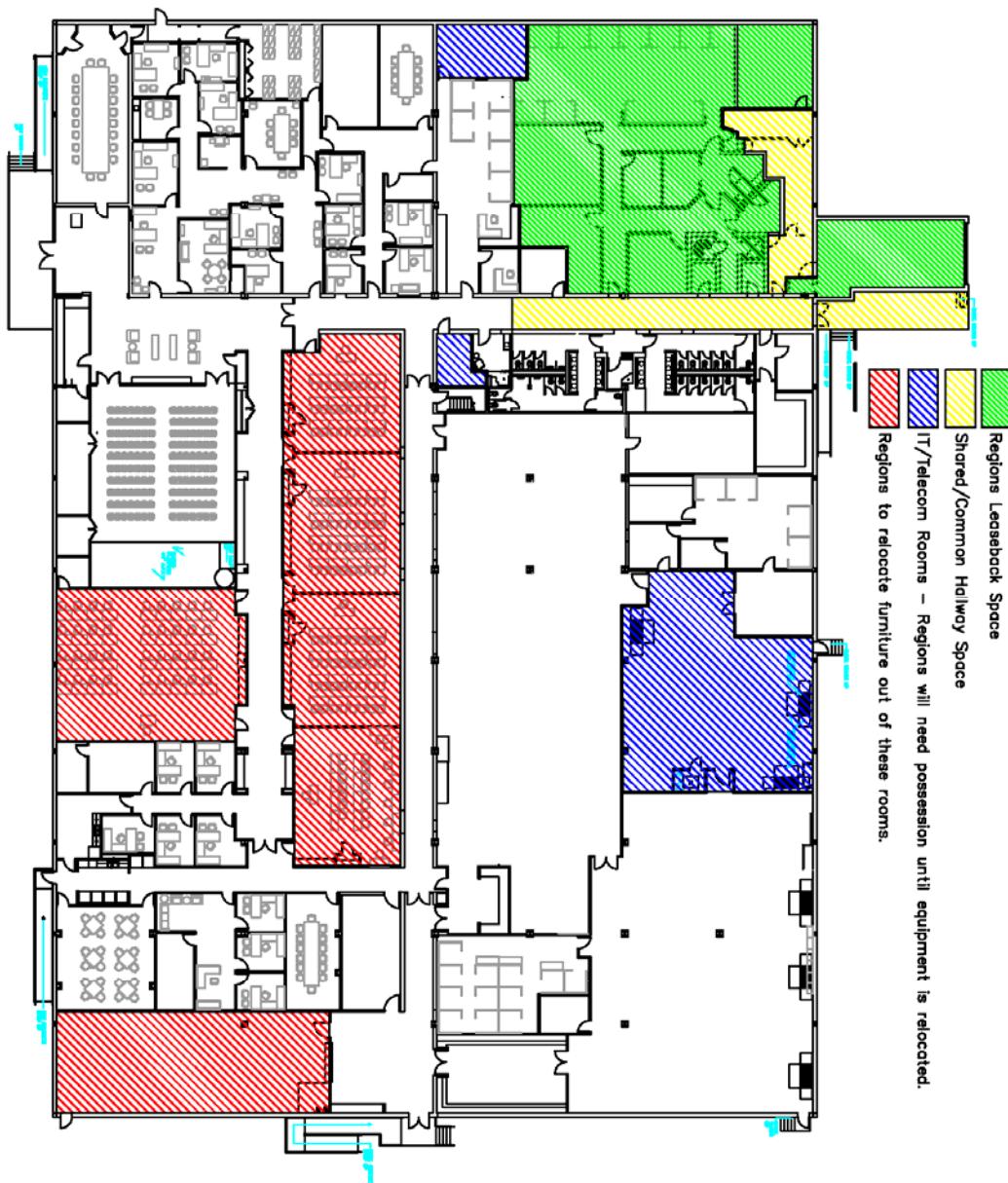


EXHIBIT C

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.

