

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this the _____ day of _____, 20____, by and between _____, (hereinafter referred to as Lessor), whose address is _____ and _____, (hereinafter referred to as "Lessee"), whose address is _____. The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires singular or plural, the heirs, legal representatives, successors, and assigns of the respective parties;

WITNESSETH:

FOR AND IN CONSIDERATION of the rental, covenants, and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from Lessor, the following described property situated in the City of _____, County of _____, Mississippi, described as follows, to-wit:

SECTION 1. The primary term of this Lease shall be for _____, commencing on _____, and ending at 12:00 midnight on _____.

SECTION 2. The Lessee agrees to pay _____ Dollars (\$_____) per _____ to the Lessor for the demised premises, pursuant to the following described terms and conditions.

SECTION 3. Lessee shall have, hold and use the demised premises for the purposes of conducting the business activities of _____.

SECTION 4. Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. Lessor shall furnish and pay for, as and when due, all utilities consumed or used incident to the demised premises, such as electricity, gas, water, sewer and all other public utilities of every nature, kind and description used in said premises unless otherwise agreed to in a later section of this Lease or on the following lines:

SECTION 5. Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. Lessor shall furnish the following janitorial services:

SECTION 6. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail as follows:

To Lessor: _____

To Lessee: _____

SECTION 7. It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rental is conditional on the receipt of Federal and State funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Lessee's staff or need for office space, the Lessee's obligation for the payment of rental shall be diminished in proportion to the reduction in office space, without penalty or interest. As a condition precedent to the reduction of rental paid by Lessee herein, the Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space necessitated by the discontinuance or decrease in Federal and/or State funds.

SECTION 8. It is distinctly understood and agreed by and between the parties hereto that in the event office space becomes available to the Lessee herein in any State-owned building, this Lease shall be terminated within thirty (30) days from and after the date of written notice of termination of said Lease by the Lessee to the Lessor.

SECTION 9. Lessee shall not, without the previous consent in writing of the Lessor, assign this lease or sublet the whole or any part of the demised premises or permit the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In event Lessor consents to any such assignment or subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this lease during the primary or any extended term hereof.

SECTION 10. Lessor agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi.

SECTION 11. At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease.

SECTION 12. The Lessor covenants to keep and maintain, at Lessor's expense, said demised premises and facilities in a state of tenantable repair during the term of the Lease; provided, however, that Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance.

SECTION 13. Should the demised office building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised office building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period hereof. Lessee shall have no obligation to pay rent of any nature so long as the demised office building is untenable.

SECTION 14.

a. Failure on the part of the Lessee to pay any installment of rent as above set out as and when the same becomes due and payable, or failure of Lessee promptly and faithfully to keep and perform each and every covenant

agreed and stipulated herein on the part of the Lessee to be kept and performed, shall, at the option of the Lessor, cause a forfeiture of this Lease.

b. Nothing contained in the foregoing shall be construed to waive either party's right to cancel this Lease in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

c. Prior to a declaration of forfeiture for default in payment of rent or additional rent, Lessor shall give to Lessee a Notice in writing thirty (30) days prior thereto in the manner provided by Section 6 hereof, during which time Lessee may purge itself on the grounds of forfeiture by paying such rent.

d. As to default by Lessee in performing covenants other than for payment of rent prior to a declaration of forfeiture, Lessor shall give to Lessee a notice in writing 30 days prior thereto in the manner provided for by Section 6 during which time Lessee may purge itself on the grounds of forfeiture by curing the stated grounds of forfeiture within such 30 days or within such longer term as may be reasonably necessary to cure such defect.

SECTION 15. Lessor shall pay, during the term of this Lease and any extended term hereof, all State, County and City ad valorem taxes and special assessments assessed against the property here demised, unless otherwise agreed to in a later section of this Lease, excluding any such taxes as may be assessed against Lessee's fixtures and equipment used in said demised premises.

SECTION 16. Lessor covenants that the Lessee, on paying the rent herein reserved and performing the covenants and agreements hereof, shall peaceably have, hold, and enjoy the demised premises and all rights, easement, and privileges belonging or otherwise pertaining thereto, during the full term of this Lease, and any extension thereof.

SECTION 17. Lessor will provide paved parking area sufficient for the operation of Lessee's business on the leased premises, without additional cost to Lessee. Lessor will maintain such parking lot throughout the term of this Lease and any extension thereof in a serviceable condition. Lessor agrees to keep all parking areas provided to Lessee clean and free of trash and debris.

SECTION 18. Lessor hereby grants to Lessee the right and option to extend this Lease for a further term of up to _____ commencing at the expiration of the original term, provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least _____ before the expiration of the term of this Lease. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 19. Lessor shall pay all utility and/or janitorial service charges assessed against the demised premises during the first year of the original term of this Lease as set out in Sections 4 & 5 of this Lease. However, if the total expense for utility and/or janitorial services in succeeding years should increase over the total expense incurred during the first year of the original term, then the Lessee shall reimburse the Lessor for such additional sums. Prior to payment of such additional sums, Lessor shall provide Lessee with copies of all utility and/or janitorial service charge statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, Lessee shall pay to Lessor such additional sums within sixty (60) days.

SECTION 20. Lessor shall pay all taxes assessed against the demised premises during the first year of the original term of this Lease as set out in Section 15 of this Lease. However, if the total expense for taxes in succeeding years should increase over the total taxes incurred during the first year of the original term, then the Lessee shall reimburse the Lessor for such additional sums. Prior to payment of such additional sums, Lessor shall provide Lessee with copies of all tax statements and all supporting calculations as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, Lessee shall pay to Lessor such additional sums within sixty (60) days.

SECTION 21. Lessor agrees that the total additional sums due by the Lessee as payment for any increase, as provided by Sections 19 & 20 of this lease, shall not exceed \$ _____ per square feet of leased area in any one year.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the day and date hereinabove set forth.

LESSOR (Individual or Corporation)

BY: _____

LESSEE

BY: _____

(Lessee's acknowledgment)

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed and delivered the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on this the ____ day of _____, 20____.

NOTARY PUBLIC

(SEAL)

My commission expires: _____

(Lessor's acknowledgment for an individual)

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument who acknowledged that he/she executed and delivered the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on this the ____ day of _____, 20____.

NOTARY PUBLIC

(SEAL)

My commission expires: _____

(Lessor's acknowledgment for a corporation)

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid,
_____, who acknowledged himself to be the _____
of _____, a corporation, and that he, as such officer, being authorized so to
do, executed and delivered the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by himself as such officer.

In witness whereof, I hereunto set my hand and official seal on this the _____ day of
_____, 20 _____.

NOTARY PUBLIC

(SEAL)

My commission expires: _____