

AMENDED AND RESTATED LEASE

Between

UNIVERSITY OF SOUTHERN MISSISSIPPI

AND

UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION, INC.

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STATE OF MISSISSIPPI
COUNTY OF FORREST

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE is made and entered into as of the date set forth below, by and between the UNIVERSITY OF SOUTHERN MISSISSIPPI, an Institution of Higher Learning of the State of Mississippi, hereafter referred to as "Lessor" or "University" and the UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION, INC., a Mississippi nonprofit corporation, hereafter referred to as "Lessee." Lessor and Lessee shall each be a "Party" and shall collectively be "the Parties."

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease dated as of July 1, 2017 (the "Original Lease"), providing for the Lessor to lease certain real property as described herein on the campus of the University to Lessee for the construction of a new Volleyball Facility and/or other athletics and student related space; and

WHEREAS, Mississippi Community Education Center, a Mississippi nonprofit corporation (MCEC) serves as a statewide family and community outreach initiative and requires access to facilities in University's area for various activities that benefit the area's underserved population; and

WHEREAS, University has on its campus athletic facilities which are underutilized and capable of other uses consistent with University's mission; and

WHEREAS, MCEC proposed to Lessee that University facilities on University's campus be leased to the Foundation and subleased to MCEC for the delivery of services consistent with the MCEC mission as well as services that coincide with existing University activities and services and the mission of Lessor and Lessee; and

WHEREAS, University and Lessee are willing to modify the plans for the Volleyball Facility to create a space more suitable for the comprehensive programming offered by MCEC and other potential community needs consistent with the mission of the University, while concurrently allowing for the Facility's use for volleyball, thus creating a multi-use space to be known as the "Wellness Center"; and

WHEREAS, MCEC has proposed to prepay rent for the term of the lease so as to enable Lessee to promote and fund certain additions, alterations, and renovations to the new Wellness Center as provided herein, as well as to the Reed Green Coliseum (hereinafter, the "Coliseum"), and to help maintain and repair the M. M. Roberts Stadium (the "Stadium") and Pete Taylor Park (the "Baseball Park") all to further facilitate the delivery of needed services and otherwise enhance the mission of MCEC; and

WHEREAS, Lessee and MCEC are desirous of entering into a sublease agreement pertaining to the Premises described therein being the Wellness Center, the Coliseum, the Stadium and the Baseball Park (collectively, the "Athletic Facilities") in substantially the form found in Exhibit A hereto; and

WHEREAS, the Parties desire to amend and restate the Original Lease to enable the uses described above and to extend the term thereof and provide for certain additions, alterations, and renovations to the Wellness Center as provided herein, as well as to the Reed Green Coliseum.

WHEREAS, the Parties further desire to amend and restate the Original Lease to provide for the use of the Stadium and the Baseball Park by Foundation and its sublessee, MCEC, on an infrequent basis not to exceed ten times per facility per lease year with Lessee to facilitate coordination of use by MCEC and with Lessee performing incidental maintenance and repairs on the Stadium and the Baseball Park.

THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, hereby agree as follows:

ARTICLE I

PREMISES

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and an annual lease payment of One Dollar (\$1.00) due at the time of execution of this Amended and Restated Lease and in further consideration of the covenants and agreements herein contained, Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor: (a) approximately two acres, more or less, of land located at the west end of the Payne Center parking lot located at 101 MK Turk Circle, Hattiesburg, MS 39406, which are currently used for parking and landscaping at the Payne Center and are more fully described in Exhibit B and reflected in Exhibit B-1 attached hereto; (b) the Coliseum and parking which are currently utilized by the Men's and Women's basketball teams, coaching, athletic training, strength and conditioning staff and the Women's Volleyball team, coaching, athletic training, strength and conditioning staff and others and is more fully depicted on Exhibit C attached hereto; (c) Stadium and parking which are currently utilized by the football team and band and is more fully depicted on Exhibit D attached hereto; and (d) the Baseball Park and parking which are currently utilized by the baseball team and is more fully depicted on Exhibit E attached hereto (collectively referred to as the "Premises"). Lessor shall have the right to designate the access to and from the Premises and to change such designations from time to time in its discretion and Lessee covenants and agrees to strictly adhere to such access restrictions and all rules and regulations by Lessor applicable to this Lease.

ARTICLE II

TERM AND TIME

The term of this Lease shall be for a period commencing on the date of this agreement as set forth below and continuing through July 31, 2022, unless sooner terminated under the terms of Articles XII and XV below. This Lease shall only be for such times within the Term when the applicable Athletic Facility is not being used by the University (the "Time"). As to the Stadium and the Baseball Park, the time is further limited so as not to exceed ten days per facility per lease year. All use is subject to scheduling as set forth in Article VII. Lessee shall have no right of use of the applicable Athletic Facility during the time of any University event or activity including preparing for the event or activity, conducting the same and post-event cleaning and restoration.

ARTICLE III

IMPROVEMENTS ON PREMISES

Lessee shall have the right during the term hereof to construct a new Wellness Center and/or other athletics and student related space and to improve the aesthetics, video and technology services of the main arena of the Coliseum (hereinafter, the "Improved Facilities"). After the initial construction of the Wellness Center, Lessee shall have the right to construct additions, alterations and improvements to and further renovate the Wellness Center as necessary. Lessee shall have the right during the term hereof and during such time as the Coliseum is not being used by the University to construct improvements to the main arena therein, including but not limited to aesthetic enhancement, video and technological upgrades and changes. All such construction work regarding the Premises shall be performed and completed in accord with plans and specifications (the "Plans") filed with and approved in writing by the Lessor's Physical Plant Department before any such work is begun. Lessee shall have the right during the term hereof and during such time as the Stadium and Baseball Park are not

being used by the University and prior to or following the sublease of the same to MCEC to perform incidental maintenance and repair subject to approval by the Lessor's Physical Plant Department before such work is begun.

ARTICLE IV

INSURANCE

Lessor will insure the Premises against loss by fire, windstorm or other similar casualty with a company or companies licensed to do business in the State of Mississippi, in a total amount of not less than one hundred percent (100%) of the replacement cost of the Premises. Lessee shall at its own expense maintain or have its sublessee maintain: (a) fire, windstorm or other similar casualty insurance on Lessee's personal property, fixtures and equipment located on the Premises, (b) comprehensive general liability insurance for injury to and/or death of and/or damage to property of any person or persons, with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for any claim arising out of any one occurrence; and (c) all workers' compensation and employer's liability insurance for any of Lessee's employees and as otherwise required by state law. For purposes of any improvements and/or construction by Lessee at the Premises during the term, Lessee shall ensure that the agreement with the general contractor requires builder's risk insurance at an amount of insurance no less than the value of the agreement with the general contractor. Further, the Lessee shall insure that any such agreement with a general contractor requires payment and performance bonds for the improvements and/or construction.

On or before the execution of this Lease, Lessee will provide a certificate of insurance for the required insurance to the Lessor's Vice President for Finance and Administration and the Director of Procurement. Lessee shall have the right to provide insurance riders or endorsements for the occasional use of the Stadium and the Baseball Park and shall, prior to

the use of any such facility, provide the insurance riders or endorsements to the Lessor's Vice President for Finance and Administration and the Director of Procurement.

ARTICLE V

UTILITIES

Lessor will furnish all ordinary utility services, specifically including water, power, sewage, and trash removal to the Premises for the time of use by the University and for the time of use under the Amended Lease by Lessee.

ARTICLE VI

MAINTENANCE AND REPAIRS

Lessee shall not improve the Premises without the prior written consent of Lessor and without approval by Lessor and the approval of the plans and specifications for such improvements by the University's Physical Plant Department and any other consent required by the University. Furthermore, the Contractor must be approved by Lessor and the University's Physical Plant Department and must coordinate the work with the University's Physical Plant Department. Insurance requirements are set forth above for any approved construction. Lessee will maintain the Premises, including the Improved Facilities constructed thereon, in good condition and repair at its own expense during its use of the same under this Lease with regular and routine maintenance to be and remain with the Lessor.

Should the Premises be damaged or destroyed by fire or other casualty during or arising from the use thereof by Lessee, Lessee will promptly repair, restore or rebuild the same as near as possible to the condition it was in immediately prior to such damage or destruction. If such damage is substantial and to such an extent as to render the Premises uninhabitable, then Lessee will have the option to rebuild and restore the Premises or to clear the wreckage and debris from the Premises and terminate this Lease, by giving written notice to Lessor within ninety (90) days of such damage.

ARTICLE VII

WARRANTY OF TITLE AND QUIET POSSESSION AND SCHEDULING OF USE

Lessor covenants and warrants that it has good and marketable title to the Premises in fee simple, free and clear of any encumbrance other than easements of record, and that Lessee will have quiet possession of the Premises under the terms and conditions of this Lease. This covenant and warranty of quiet enjoyment is subject to: (i) the Lessor's rights set forth herein; (ii) Lessor's right to make improvements and/or install equipment or repairs and maintenance consistent with the Plans; (iii) Lessor's right of use of the Premises for activities and events; (iv) scheduling as set forth herein. Lessee (and its sublessees) shall work cooperatively with Lessor following reasonable procedures established by the University for scheduling of use of the Premises. All use of the Premises is subject to those matters set forth in (i) through (iv) above which shall be primary to the subordinate use of Lessee under this Lease.

ARTICLE VIII

CARE AND USE OF PREMISES

Lessee will use the Premises for the general objects and purposes of constructing and maintaining the Improved Facilities and constructing additions, alterations, and improvements and for repair and maintenance and further renovate the Premises as necessary and for related purposes and agrees that it will not use the Premises for any other purpose, unless authorized by the appropriate authorities of the Lessor.

Lessee will not use or permit any person to use, the Premises, or any part thereof, for any use or purpose in violation of the laws of the United States, the State of Mississippi, ordinances of the City of Hattiesburg, Mississippi, or rules and regulations of the Lessor. Lessee further acknowledges that its use of the Premises is, and at all times will be, subject to the

supervision of the University's President and Lessor's Director of Athletics or his or her successor.

Lessee covenants that it will comply at all times with all lawful health and policy regulations of the governmental entities referred to above and will keep the Premises and the improvements therein in a clean, secure and attractive condition.

ARTICLE IX

ASSIGNMENT AND SUBLETTING

The Parties hereto agree that the Premises shall not be assigned or sublet nor may this Lease be pledged as security for a loan to any person, corporation, society, or body, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. The Parties acknowledge the planned sublease of the Premises by Lessee with MCEC.

ARTICLE X

INSPECTION OF PREMISES

Lessee will permit Lessor, its agents and authorized representatives to enter upon the Premises at all times during reasonable hours for any purposes deemed necessary by Lessor including but not limited to the purpose of inspecting the Premises and protecting Lessor's interests. Such entry by Lessor will not unreasonably interfere with Lessee's use and occupancy of the Premises.

ARTICLE XI

DEFAULT

If Lessee should default in its performance of any of the covenants, conditions, agreements or undertakings herein contained to be kept and observed by Lessee and such default continue for thirty (30) days after written notice to Lessee, or if Lessee should vacate or abandon the leased Premises, it will be lawful for Lessor, at its option, to exercise any rights or remedies it may have at law or in equity against Lessee, including the right to remove and put

out Lessee and all persons occupying all or any part of the leased Premises, using such reasonable force as may be necessary in so doing, and Lessor shall be entitled to terminate the Lease.

ARTICLE XII

PROPERTY OF LESSEE

If, upon the expiration or earlier termination of the term of this Lease, Lessee abandons or leaves any personal property on the Premises after thirty (30) days written notice to Lessee, Lessor shall have the right to store or otherwise dispose of such property at Lessee's cost and expense, without being liable in any respect to Lessee.

ARTICLE XIII

NOTICES

All notices, required or elective, shall be in writing and shall be mailed by United States certified mail, return receipt requested, postage prepaid, addressed to Lessor at:

Vice President for Finance and Administration
University of Southern Mississippi
118 College Drive #5005
Hattiesburg, Mississippi 39406-0001

and to Lessee at:

Leigh Breal
President
University of Southern Mississippi Athletic Foundation, Inc.
118 College Drive #5017
Hattiesburg, MS 39406-0001

or to such other address as the respective Parties may designate. Notices shall be deemed complete upon receipt thereof.

ARTICLE XIV

SUCCESSORS IN INTEREST

The provisions of this Lease shall inure to the benefit of and shall bind the successors, transferees, and assigns of the respective Parties hereto.

ARTICLE XV

LEASE CONTINGENT UPON CONSTRUCTION OF FACILITIES

This Lease between Lessor and Lessee is contingent upon Lessee beginning construction of the Wellness Center within a reasonable time frame. In the event that Lessee has not begun construction of the Wellness Center in accordance with plans and specifications approved by the Lessor's Physical Plant Department by the last day of March 31, 2019, this Lease Agreement will be terminated and thereafter considered null and void.

ARTICLE XVI

SURRENDER OF LEASE AND IMPROVEMENTS THEREON

Upon the termination of this Lease, Lessee will surrender to Lessor the Premises, together with any and all improvements thereon. At the time of such surrender, all right, title, and interest of Lessee in and to the Premises and any Improved Facilities situated thereon will be transferred to and vest in the Lessor, and the Premises and Improved Facilities will be free and clear of all liens and encumbrances other than matters of record existing on the date of the commencement of the term of the Lease, and liens and encumbrances imposed as a result of an act or failure to act by Lessor.

ARTICLE XVII

FURTHER ASSURANCES

Each Party shall take such further reasonable actions and execute such further reasonable documents as may be necessary to implement and carry out the purpose and intent of this Lease.

IN WITNESS WHEREOF, effective on this the 2nd day of November, 2017, the
respective Parties hereto have executed this Amended and Restated Lease, consisting of:
Articles I through XVII and Exhibits A, B, B-1, C, D and E.

LESSOR, UNIVERSITY OF SOUTHERN MISSISSIPPI

By: *Allyson Eastwood*
Interim VP for Finance & Administration
FOR AND ON BEHALF OF LESSOR

Date: *Nov 2, 2017*

LESSEE, UNIVERSITY OF SOUTHERN MISSISSIPPI
ATHLETIC FOUNDATION, INC.

By: *Leigh Breal*
LEIGH BREAL, PRESIDENT,
FOR AND ON BEHALF OF LESSEE

Date: *Oct 26, 2017*

EXHIBIT A

SUBLEASE

SUBLEASE

Between

THE UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION, INC.

AND

MISSISSIPPI COMMUNITY EDUCATION CENTER

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STATE OF MISSISSIPPI
COUNTY OF FORREST

SUBLEASE

THIS SUBLEASE ("Sublease" or "Agreement") is made and entered into as of the date set forth below, by and between the UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION, INC, a Mississippi nonprofit corporation, hereafter referred to as "Foundation" and MISSISSIPPI COMMUNITY EDUCATION CENTER, a Mississippi nonprofit corporation, hereafter referred to as "MCEC." Foundation and MCEC shall each be a "Party" and shall collectively be "the Parties."

WHEREAS, the University of Southern Mississippi (the "University") and Foundation entered into that certain Lease dated as of July 1, 2017 (the "Original Lease"), providing for the University to lease certain real property as described herein on the campus of the University to Foundation for the construction of a new Volleyball Facility and/or other athletics and student related space; and

WHEREAS, Mississippi Community Education Center, a Mississippi nonprofit corporation (MCEC) serves as a statewide family and community outreach initiative and requires access to facilities in University's area for various activities that benefit the area's underserved population; and

WHEREAS, University has on its campus athletic facilities which are underutilized and capable of other uses consistent with University's mission; and

WHEREAS, MCEC proposed to the Foundation that the University facilities on University's campus be leased by the Foundation and subleased to MCEC for delivery of services consistent with the MCEC mission as well as services that coincide with existing University activities and services and the mission of the University and the Foundation; and

WHEREAS, University and Foundation are willing to modify the plans for the Volleyball Facility to create a space more suitable for the comprehensive programming offered by MCEC and other potential community needs consistent with the mission of the University, while concurrently allowing for the Facility's use for volleyball, thus creating a multi-use space to be known as the "Wellness Center"; and

WHEREAS, MCEC has proposed to prepay rent for the term of the lease so as to enable MCEC to promote and fund certain additions, alterations, and renovations to the new Wellness Center as provided herein, as well as to the Reed Green Coliseum (hereinafter, the "Coliseum"), and to help maintain and repair the M. M. Roberts Stadium (the "Stadium") and Pete Taylor Park (the "Baseball Park") all to further facilitate the delivery of needed services and otherwise enhance the mission of MCEC; and

WHEREAS, the University and the Foundation have amended and restated the Original Lease by an amended lease (the "Amended Lease") to enable the uses described above and to extend the term thereof and provide for certain additions, alterations, and renovations to the Wellness Center as provided herein, as well as to the Reed Green Coliseum.

WHEREAS, in the Amended Lease the University and the Foundation provided for the use of the Stadium and the Baseball Park by Foundation and MCEC, its sublessee, on an infrequent basis as set forth therein to facilitate coordination of use by MCEC with the Foundation performing incidental maintenance and repairs on the Stadium and the Baseball Park.

WHEREAS, the Foundation and MCEC desire to enter into this Sublease of the Premises being the Wellness Center, the Coliseum, the Stadium and the Baseball Park (collectively, the "Athletic Facilities") on the terms and conditions herein stated with such Sublease being in the best interest of the Foundation and MCEC.

THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, hereby agree as follows:

ARTICLE I

PREMISES

For and in consideration of the one-time payment of the sum of Five Million Dollars (\$5,000,000) cash in hand paid due at the time of execution of this Sublease (the "Rent") and in further consideration of the covenants and agreements herein contained, subject to the terms and conditions herein, Foundation does hereby sublease to MCEC and MCEC does hereby

sublease from Foundation: (a) approximately two acres, more or less, of land located at the west end of the Payne Center parking lot located at 101 MK Turk Circle, Hattiesburg, MS 39406, which are currently used for parking and landscaping at the Payne Center and are more fully described in Exhibit A and reflected in Exhibit A-1 attached hereto; (b) the Coliseum and parking which are currently utilized by the Men's and Women's basketball teams, coaching, athletic training, strength and conditioning staff and the Women's Volleyball team, coaching, athletic training, strength and conditioning staff and others and is more fully depicted on Exhibit B attached hereto; (c) the Stadium and parking which are currently utilized by the football team and band and is more fully depicted on Exhibit C attached hereto; and (d) the Baseball Park and parking which are currently utilized by the baseball team and is more fully depicted on Exhibit D attached hereto (collectively referred to as the "Premises"). Foundation shall have the right to designate the access to and from the Premises and to change such designations from time to time in its discretion and MCEC covenants and agrees to strictly adhere to such access restrictions and all rules and regulations by Foundation and the University applicable to this Sublease. The Premises are currently used for various activities by the University and may be used during the Term for the same or other purposes by the University in its sole discretion with such University use to have priority over any use by Foundation and by MCEC.

ARTICLE II

TERM AND TIME

The term of this Sublease shall be for a period commencing on the date of this agreement as set forth below and continuing through July 31, 2022, unless sooner terminated under the terms of Article XII below. This Lease shall only be for such times within the Term when the applicable Athletic Facility is not being used by the University (the "Time"). As to the Stadium and the Baseball Park, the time is further limited so as not to exceed ten days per facility per lease year. All use is subject to scheduling as set forth in Article VII. MCEC shall have no right of use of the applicable

Athletic Facility during the time of any University event or activity including preparing for the event or activity, conducting the same and post-event cleaning and restoration.

ARTICLE III

IMPROVEMENTS ON PREMISES

Foundation shall have the right during the term hereof to construct a new Wellness Center and/or other athletics and student related space and to improve the aesthetics, video and technology services of the main arena of the Coliseum (hereinafter, the "Improved Facilities"). After the initial construction of the Wellness Center estimated by the Parties to be completed on a date from approximately November, 2018 to approximately May, 2019, Foundation shall have the right to construct additions, alterations and improvements to and further renovate the Wellness Center as necessary. Foundation shall have the right during the term hereof and during such time as the Coliseum is not being used by the University to construct improvements to the main arena therein, including but not limited to aesthetic enhancements, video and technological upgrades and changes. All such construction work regarding the Premises shall be performed and completed in accord with plans and specifications (the "Plans") filed with and approved in writing by the University's Physical Plant Department before any such work is begun. Foundation shall have the right during the term hereof and during such time as the Stadium and Baseball Park are not being used by the University to perform incidental maintenance and repair subject to approval by the University's Physical Plant Department before such work is begun. For the Wellness Center, upon substantial completion of the improvements, additions and alterations, Foundation shall furnish a written notice to MCEC of the date of substantial completion ("Notice of Substantial Completion") and the right of MCEC to begin scheduling the use of the Wellness Center, subject to the provisions of Article VII.

ARTICLE IV

INSURANCE

Foundation has an Amended Lease with the University under which the University will insure the Premises against loss by fire, windstorm or other similar casualty with a company or

companies licensed to do business in the State of Mississippi, in a total amount of not less than one hundred percent (100%) of the replacement cost of the Premises.. Under the Amended Lease, the Foundation agreed to maintain or have its sublessee maintain: (a) fire, windstorm and other similar casualty insurance on Foundation's personal property, fixtures and equipment located on the Premises, (b) comprehensive general liability insurance for injury to and/or death of and/or damage to property of any person or persons, with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for any claim arising out of any one occurrence; and (c) all workers' compensation and employer's liability insurance for any of MCEC's employees and as otherwise required by state law. MCEC shall carry the same insurance set forth above (a — c) at its own cost and expense and shall name Foundation and University as additional insureds and may obtain coverage by policies or insurance riders or endorsements to policies all in a form reasonably acceptable to the Foundation. MCEC agrees to provide evidence of the same to Foundation upon request. If riders are obtained by MCEC for the occasional use of the Stadium and the Baseball Park, MCEC must furnish such insurance riders or endorsements and certificates of insurance to Foundation, whether or not requested by it.

ARTICLE V

UTILITIES

Under the Amended Lease, the University will furnish all ordinary utility services, specifically including water, power, sewage, and trash removal to the Improved Facilities for the time of use by the University and for the time of use under the Amended Lease by the Foundation.

ARTICLE VI

IMPROVEMENTS, MAINTENANCE AND REPAIRS

MCEC shall not improve the Premises without the prior written consent of Foundation and without approval by the University and the approval of the plans and specifications for such improvements by the University's Physical Plant Department and any other consent required by

the University. Furthermore, the Contractor must be approved by Foundation and the University's Physical Plant Department and must coordinate the work with the University's Physical Plant Department. Insurance requirements are set forth above for any approved construction.

MCEC will maintain the Premises, including the Improved Facilities constructed thereon, in good condition and repair at its own expense during its use of the same under this Sublease with regular and routine maintenance to be and remain with the University. MCEC shall not be responsible for maintenance and repairs needed on the roof and/or outside structural walls of the Premises. MCEC shall not be responsible for maintenance and repairs needed on major mechanical, HVAC, plumbing and/or electrical facilities located upon the Premises unless damage to the same was caused by MCEC or by others during its occupancy and use of the applicable Athletic Facility.

MCEC shall not be responsible for any latent defects within the Premises. The Foundation shall notify the University to remove, correct or repair any latent defects within a reasonable time after written notice of said defect by MCEC. Foundation shall use its best efforts to cause the University to do the same with, in any case, such work to be approved by the University's Physical Plant.

Should the Improved Facilities be damaged or destroyed by fire or other casualty during or arising from the use of MCEC, MCEC will promptly repair, restore or rebuild the same as near as possible to the condition it was in immediately prior to such damage or destruction or, at its sole option, Foundation shall cause the University to do the same with, in any case, such work to be approved by the University's Physical Plant. To the extent part or all of the Premises are unusable for the purposes set out herein as the result of fire or other casualty, the rent shall abate in proportion to the interference with the use of the Premises during the time of such repair and this Lease shall be extended for the period of the abatement. The abatement shall be based on the value of the lost use established by an appraiser selected by the Foundation being the rental

value of the applicable Athletic Facility for the period of time involved based upon the value of the use of such facility and the value of the use of all other Athletic Facilities with the total value of use of all Athletic Facilities during the term being \$5,000,000.00. No abatement shall be awarded if MCEC uses other portions of the Premises for its needed meetings and activities without interruption during the period of time of repair. No abatement shall be awarded if the damage occurred during or arose from the use of MCEC of the applicable Athletic Facility.

ARTICLE VII

WARRANTY OF TITLE AND QUIET POSSESSION AND REQUIREMENT FOR SCHEDULING OF USE

Under the Amended Lease, the University covenanted and warranted to Foundation (as tenant thereunder) that the University has good and marketable title to the Premises in fee simple, free and clear of any encumbrance other than easements of record. The Amended Lease further provides that the Foundation (as tenant thereunder) will have quiet possession of the Premises under the terms and conditions of the Amended Lease which allows the University to use the Premises for the Time required for its activities and uses and allows the Foundation and University to make improvements and/or install equipment consistent with the Plans and/or to maintain and repair the same. Foundation covenants and warrants to MCEC that Foundation has good leasehold title and that MCEC will have quiet possession of the Premises subject to the following for which there shall be no rebate, refunding or other return of rent: (i) the University's rights set forth herein and under the Amended Lease with the Foundation; (ii) Foundation's and University's right to make improvements and/or install equipment or repairs and maintenance consistent with the Plans; (iii) University's right of use of the Premises for activities and events; (iv) scheduling as set forth herein. MCEC shall work cooperatively with Foundation and University following reasonable procedures established by the University for scheduling of use of the Premises. MCEC shall coordinate dates with Foundation as early as possible for desired uses of the Premises.

All use of the Premises is subject to those matters set forth in (i) through (iv) above which shall be primary to the subordinate use of MCEC under this Sublease.

ARTICLE VIII

CARE AND USE OF PREMISES

MCEC will use the Premises for business purposes, educational purposes, meetings and conferences and related purposes for providing education and services for family and community outreach initiatives consistent with its mission. All uses shall be subject to all restrictions and regulations of the University as to the use of its facilities as those restrictions and regulations may change from time to time. MCEC agrees that it will not use the Premises for any other purpose, unless authorized in writing in advance by the appropriate authorities of the Foundation. Upon receipt of the Notice of Substantial Completion of the Wellness Center, MCEC shall have the right to use that facility subject to the limitations and terms and conditions of this Sublease. Prior to receipt of the Notice of Substantial Completion of the Wellness Center, MCEC's use shall be limited to review of the construction of the work on the Wellness Center in a manner that does not interfere with construction and is in full compliance with all health and safety laws, rules and regulations of the Foundation, Foundation's contractor(s), the University (including but not limited to its Physical Plant).

MCEC will not use or permit any person to use, the Premises, or any part thereof, for any use or purpose in violation of the laws of the United States, the State of Mississippi, ordinances of the City of Hattiesburg, Mississippi, or rules and regulations of the University or the Foundation. MCEC further acknowledges that its use of the Premises is, and at all times will be, subject to the supervision of the University's President and the University's Director of Athletics or their successors.

MCEC covenants that it will comply at all times with all lawful health and policy regulations of the governmental entities referred to above and will keep the Premises and the improvements therein in a clean, secure and attractive condition.

ARTICLE IX

ASSIGNMENT AND SUBLETTING

The Parties hereto agree that the Premises shall not be assigned or sublet nor may this Sublease be pledged as security for a loan to any person, corporation, society, or body, without the prior written consent of Foundation, which consent will not be unreasonably withheld or delayed, subject to any approval requirements of the Institutions of Higher Learning of the State of Mississippi ("IHL").

ARTICLE X

INSPECTION OF PREMISES

MCEC will permit Foundation, the University, IHL and their agents and authorized representatives to enter upon the Premises at all times during reasonable hours for any purposes deemed necessary by them including but not limited to the purpose of inspecting the Premises, the use thereof, the activities thereon and otherwise protecting their interests. Such entry will not unreasonably interfere with MCEC's use and occupancy of the Premises.

ARTICLE XI

INDEMNITY

MCEC covenants and agrees to promptly come in, defend, indemnify and hold Foundation, the University and the Board of Trustees of IHL (and their agents, employees, contractors, officers, directors and affiliates) harmless from any dispute, loss, claim or damage of any kind or nature including but not limited to personal injury, death, real property damage, personal property damage (collectively, "Claims") and all costs of defense, costs of court and attorney's fees arising from any action or inaction of MCEC, any negligence, gross negligence or intentional act of MCEC, or any Claims whatsoever arising under this Sublease. The term MCEC in this paragraph shall include MCEC, its employees, agents, contractors, subcontractors, guests, invitees, licensees or anyone acting on its behalf. Foundation and the University agree that MCEC may select counsel of its own choosing to defend any Claim provided such counsel is

approved by University, such approval not to be unreasonably withheld, conditioned or delayed, with the cost of such counsel to be the responsibility of the MCEC. MCEC reserves the right to settle, compromise or resolve any Claim provided University counsel, IHL and the Attorney General of the State of Mississippi approves the same, with such approval not to be unreasonably withheld, conditioned or delayed.

ARTICLE XII

DEFAULT

If MCEC should default in its performance of any of the covenants, conditions, agreements or undertakings herein contained to be kept and observed by MCEC and such default continue for thirty (30) days after written notice to MCEC, or if MCEC should vacate or abandon the leased Premises and fail to use any part of the Premises for a period of twelve consecutive months, it will be lawful for Foundation, at its option, to exercise any rights or remedies it may have at law or in equity against MCEC, including the right to remove and put out MCEC and all persons occupying all or any part of the leased Premises, using such reasonable force as may be necessary in so doing, and Foundation shall be entitled to terminate the Sublease. There shall be no refund of Rent arising from any termination by Foundation.

ARTICLE XIII

PROPERTY OF MCEC

Upon the expiration or earlier termination of the term of this Sublease, MCEC shall have thirty (30) days in which to remove all of its personal property from the Premises. If MCEC abandons or otherwise fails to remove any of its personal property within said thirty (30) day period, Foundation shall have the right to store or otherwise dispose of such property at MCEC's cost and expense, without being liable in any respect to MCEC.

ARTICLE XIV

NOTICES

All notices, required or elective, shall be in writing and shall be mailed by United States

certified mail, return receipt requested, postage prepaid, addressed to Foundation at:

Leigh Breal
President
University of Southern Mississippi Athletic Foundation, Inc.
118 College Drive #5017
Hattiesburg, MS 39406-0001

With a copy to

Christie Holloway
Chief Financial Officer
University of Southern Mississippi Athletic Foundation, Inc
118 College Drive #5017
Hattiesburg, MS 39406-0001

and to MCEC at

Nancy New
President
Mississippi Community Education Center
2525 Lakeward Dr., Suite 200
Jackson, MS 39216

with a copy to

Jesse Steven New Jr
Brunini Grantham Grower & Hewes
190 E Capitol St
Jackson, MS 39201-2149

or to such other address as the respective Parties may designate. Notices shall be deemed complete upon receipt thereof.

ARTICLE XV

SUCCESSORS IN INTEREST

The provisions of this Lease shall inure to the benefit of and shall bind the successors, transferees, and assigns of the respective Parties hereto.

ARTICLE XVI

SUBLEASE RENT CONTINGENT UPON CONSTRUCTION OF WELLNESS CENTER AND THE VIABILITY OF THE AMENDED LEASE

The Rent for the Sublease between Foundation and MCEC is contingent upon Foundation completing construction of the Wellness Center. Foundation anticipates the Wellness Center work shall be completed between August, 2018 and May, 2019 but Foundation and MCEC understand such work may be delayed but shall, in any event, be completed within 730 days of the date of this Sublease. In the event that Foundation has not achieved substantial completion of the Wellness Center in accordance with Plans within 730 days of the date of this Sublease, the Rent shall be adjusted with a rebate due to MCEC. The adjustment shall be based on the determination of value established by an appraiser selected by the Foundation as to the rental value of the for the period of time from May, 2019 to the date of substantial completion of the Wellness Center based upon the value of the use of such facility during such time and the value of the use of all other Athletic Facilities with the total value of use of all Athletic Facilities during the term being \$5,000,000.00. In the event the Amended Lease with Foundation as tenant is terminated, this Sublease Agreement will be terminated and thereafter considered null and void and Foundation shall refund the Rent to MCEC on a prorata basis for the number of days that were not used by MCEC during the term of the Sublease.

ARTICLE XVII

SURRENDER OF SUBLEASE AND IMPROVEMENTS THEREON

Upon the termination of this Sublease, MCEC will surrender the Premises to the Foundation, together with any and all improvements thereon. At the time of such surrender, all right, title, and interest of MCEC in and to the Premises and any Improved Facilities situated thereon will be transferred to and vest in the University and the Premises and Improved Facilities will be free and clear of all liens and encumbrances other than matters of record existing on the date of the commencement of the term of the Sublease, and liens and encumbrances imposed as a result of an act or failure to act by the Foundation.

ARTICLE XVIII

FURTHER ASSURANCES

Each Party shall take such further reasonable actions and execute such further reasonable documents as may be necessary to implement and carry out the purpose and intent of this Sublease.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, on this the 26 day of Oct, 2017, the
respective Parties hereto have executed these presents, consisting of: Articles I
through XVIII.

UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC
FOUNDATION, INC.

By: Leigh Breal
LEIGH BREAL, PRESIDENT,
FOR AND ON ITS BEHALF

Date: Oct 26, 2017

MISSISSIPPI COMMUNITY EDUCATION CENTER

By: Dr. Nancy New
Dr. Nancy New, Exec. Dir.
FOR AND ON ITS BEHALF

Date: Oct. 26, 2017

SUBLEASE EXHIBIT A

LEGAL DESCRIPTION

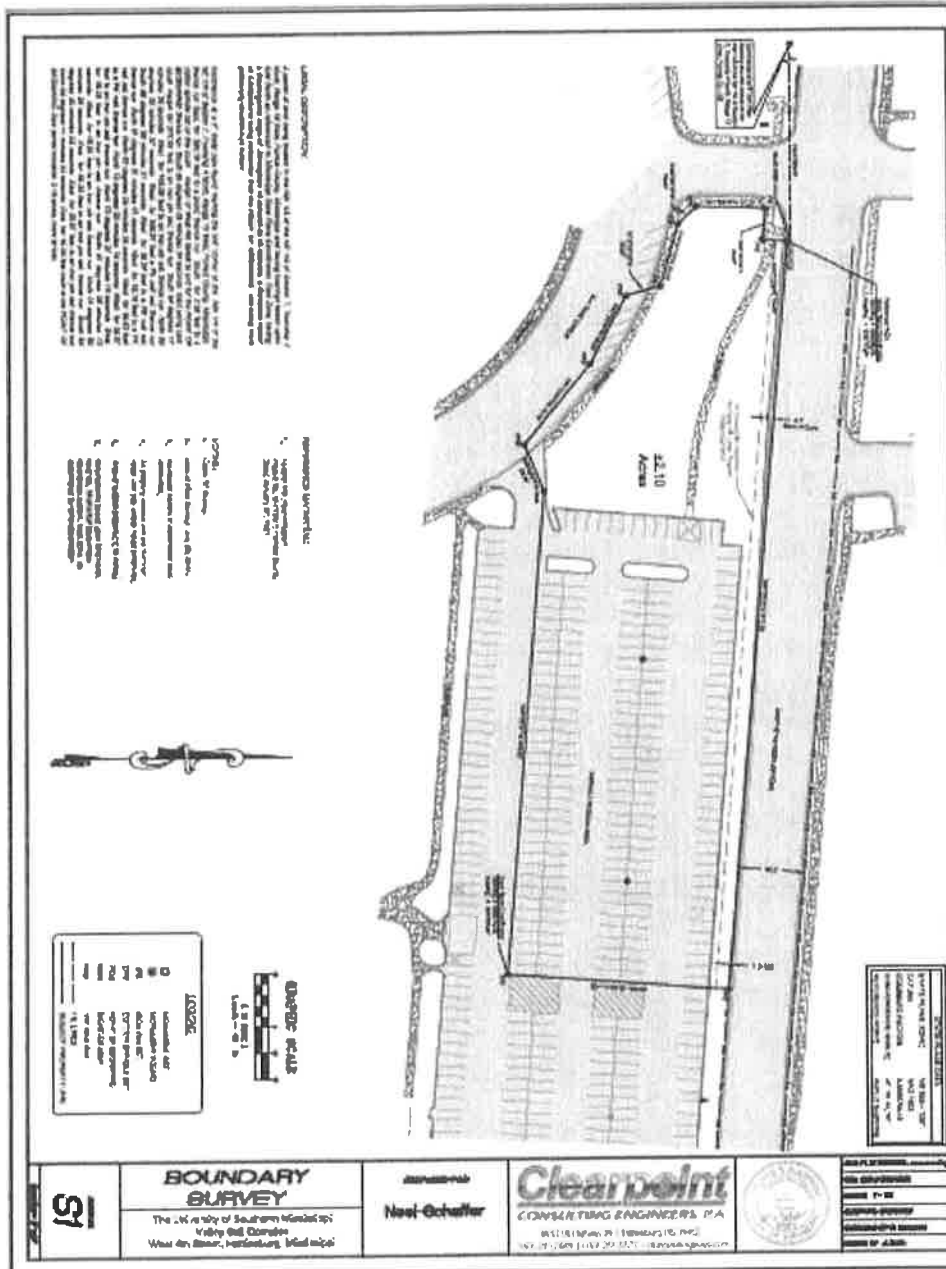
A parcel of land being located in the NW 1/4 of the NE 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi and having bearings based upon Grid North as referenced to Mississippi State Plane Coordinates, East Zone, having a Convergence Angle of -00 degrees 15 minutes 44.19 seconds, a Combined Factor of 0.999975418 being referenced from the POINT OF BEGINNING and being more particularly described as follows:

Commence at a 4" metal pipe found marking the NW Corner of the NW 1/4 of the NE 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi; thence run East, for 599.10 feet to a point; thence run South for 2.93 feet to a cotton spindle set on the south margin of West 4th Street to and for the POINT OF BEGINNING; thence run South 85 degrees 09 minutes 24 seconds East along said south margin for 572.29 feet to an iron pin set; thence run South 04 degrees 17 minutes 35 seconds West for 165.96 feet to an iron pin set; thence run North 85 degrees 28 minutes 57 seconds West for 369.97 feet to a PK nail set; thence run South 68 degrees 08 minutes 31 seconds West for 38.24 feet to a PK nail set; thence run North 51 degrees 01 minutes 41 seconds West for 78.74 feet to a PK nail set; thence run North 62 degrees 25 minutes 25 seconds West for 58.63 feet to a PK nail; thence run North 15 degrees 03 minutes 16 seconds West for 26.67 feet to an iron pin set; thence run North 73 degrees 37 minutes 15 seconds West for 49.25 feet to an iron pin set; thence run North 44 degrees 06 minutes 13 seconds West for 18.84 feet to an iron pin set; thence run North 01 degrees 58 minutes 26 seconds East for 52.33 feet to an iron pin set; thence run South 84 degrees 40 minutes 04 seconds East for 23.87 feet to an iron pin set; thence run North 04 degrees 11 minutes 44 seconds East for 19.05 feet back to the POINT OF BEGINNING. Said parcel contains 2.10 acres, more or less.

Specifically excluded from the Premises described on this exhibit are coaches' offices. Also excluded are any and all computers, printers and all other office equipment, supplies, intellectual property, business files, confidential information, and personal matters of coaches and players.

SUBLEASE EXHIBIT A-1

SURVEY OF THE REAL PROPERTY

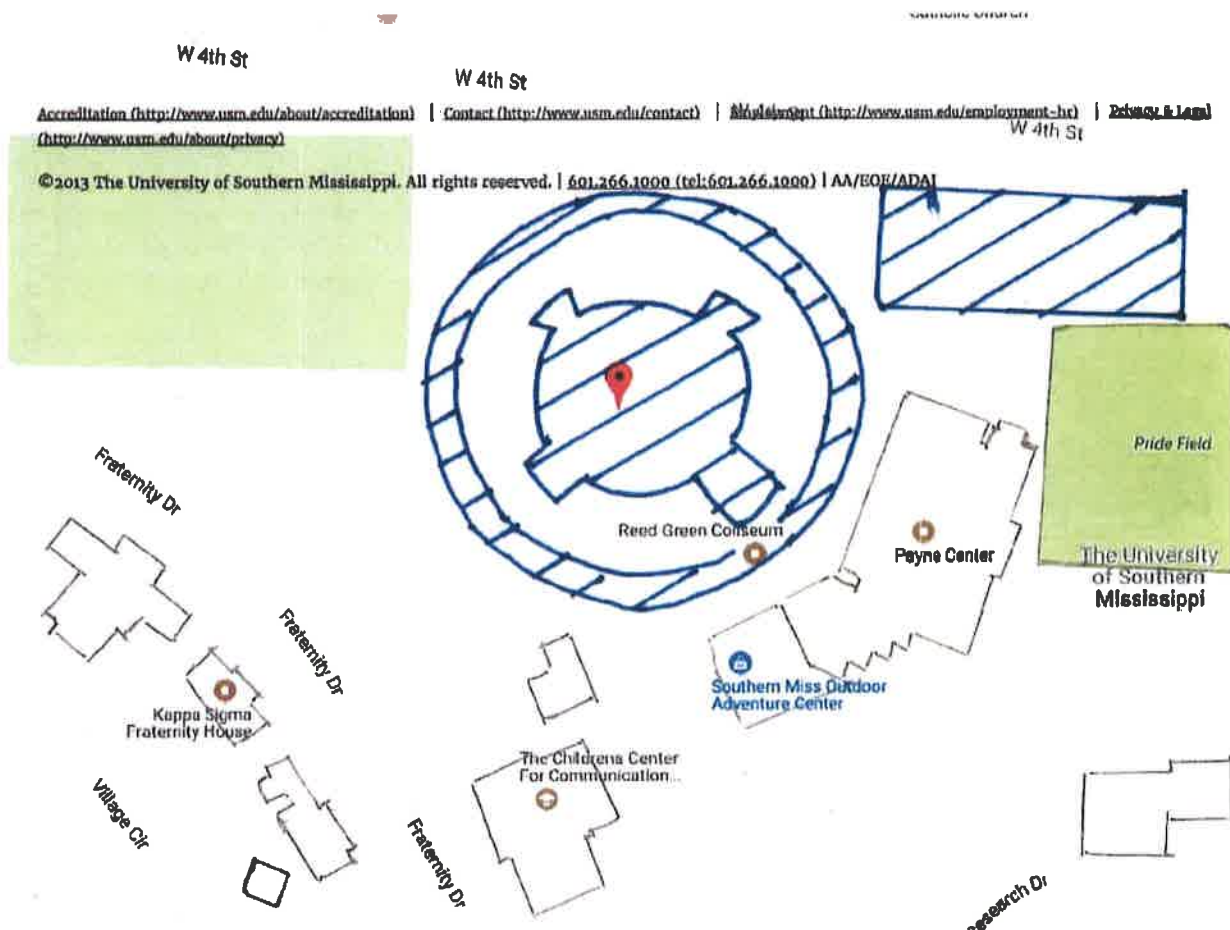


SUBLEASE EXHIBIT B

Specifically excluded from the Premises depicted on this Exhibit are coaches' offices, athletic training facilities, storage facilities, locker rooms and weight rooms. Also excluded are all computers, printers and all other office equipment, supplies, intellectual property, business files, confidential information and personal matters of coaches and players.

Southern Miss Campus Map

SUBLEASE EXHIBIT "B"



Coliseum (Reed Green Coliseum and Parking).
May also use Baseball Park parking.

SUBLEASE EXHIBIT C

The portion of the Premises depicted on this exhibit includes all of M.M. Roberts Stadium, except private suites, press box, locker rooms, storage facilities, unused former dormitory space and office space. Also excluded are all computers, printers and all other office equipment, supplies, intellectual property, business files, confidential information and personal matters of coaches and players.

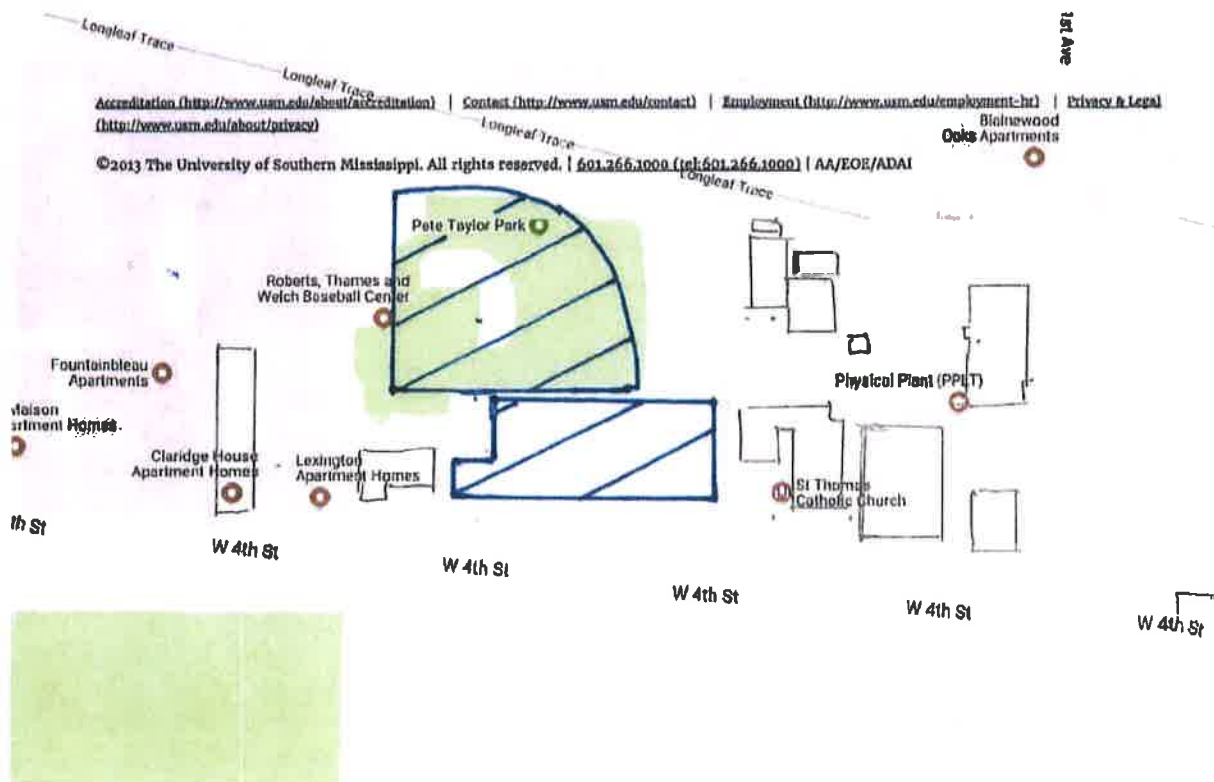
Southern Miss Campus Map *SUBLEASE EXHIBIT "C"*



Stadium (M.M. Roberts Stadium and Parking)

SUBLEASE EXHIBIT D

Specifically excluded from the Premises depicted on this exhibit are suites, locker rooms and press box. Also excluded are all computers, printers and all other office equipment, supplies, intellectual property, business files, confidential information, personal matters of coaches and players



Baseball Park (Pete Taylor Park and Parking).
Parking may also include Coliseum parking.

EXHIBIT B

LEGAL DESCRIPTION

A parcel of land being located in the NW 1/4 of the NE 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi and having bearings based upon Grid North as referenced to Mississippi State Plane Coordinates, East Zone, having a Convergence Angle of -00 degrees 15 minutes 44.19 seconds, a Combined Factor of 0.999975418 being referenced from the POINT OF BEGINNING and being more particularly described as follows:

Commence at a 4" metal pipe found marking the NW Corner of the NW 1/4 of the NE 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi; thence run East, for 599.10 feet to a point; thence run South for 2.93 feet to a cotton spindle set on the south margin of West 4th Street to and for the POINT OF BEGINNING; thence run South 85 degrees 09 minutes 24 seconds East along said south margin for 572.29 feet to an iron pin set; thence run South 04 degrees 17 minutes 35 seconds West for 165.96 feet to an iron pin set; thence run North 85 degrees 28 minutes 57 seconds West for 369.97 feet a PK nail set; thence run South 68 degrees 08 minutes 31 seconds West for 38.24 feet to a PK nail set; thence run North 51 degrees 01 minutes 41 seconds West for 78.74 feet to a PK nail set; thence run North 62 degrees 25 minutes 25 seconds West for 58.63 feet to a PK nail; thence run North 15 degrees 03 minutes 16 seconds West for 26.67 feet to an iron pin set; thence run North 73 degrees 37 minutes 15 seconds West for 49.25 feet to an iron pin set; thence run North 44 degrees 06 minutes 13 seconds West for 18.84 feet to an iron pin set; thence run North 01 degrees 58 minutes 26 seconds East for 52.33 feet to an iron pin set; thence run South 84 degrees 40 minutes 04 seconds East for 23.87 feet to an iron pin set; thence run North 04 degrees 11 minutes 44 seconds East for 19.05 feet back to the POINT OF BEGINNING. Said parcel contains 2.10 acres, more or less.

Specifically excluded from the Premises described on this exhibit are coaches' offices. Also excluded are any and all computers, printers and all other office equipment, supplies, intellectual property, business files, confidential information, and personal matters of coaches and players.

SURVEY OF THE REAL PROPERTY

EXHIBIT C

Specifically excluded from the Premises depicted on this Exhibit are coaches' offices, athletic training facilities, storage facilities, locker rooms and weight rooms. Also excluded are all computers, printers and all other office equipment, supplies, intellectual property, business files, confidential information and personal matters of coaches and players.

Southern Miss Campus Map

EXHIBIT "C"

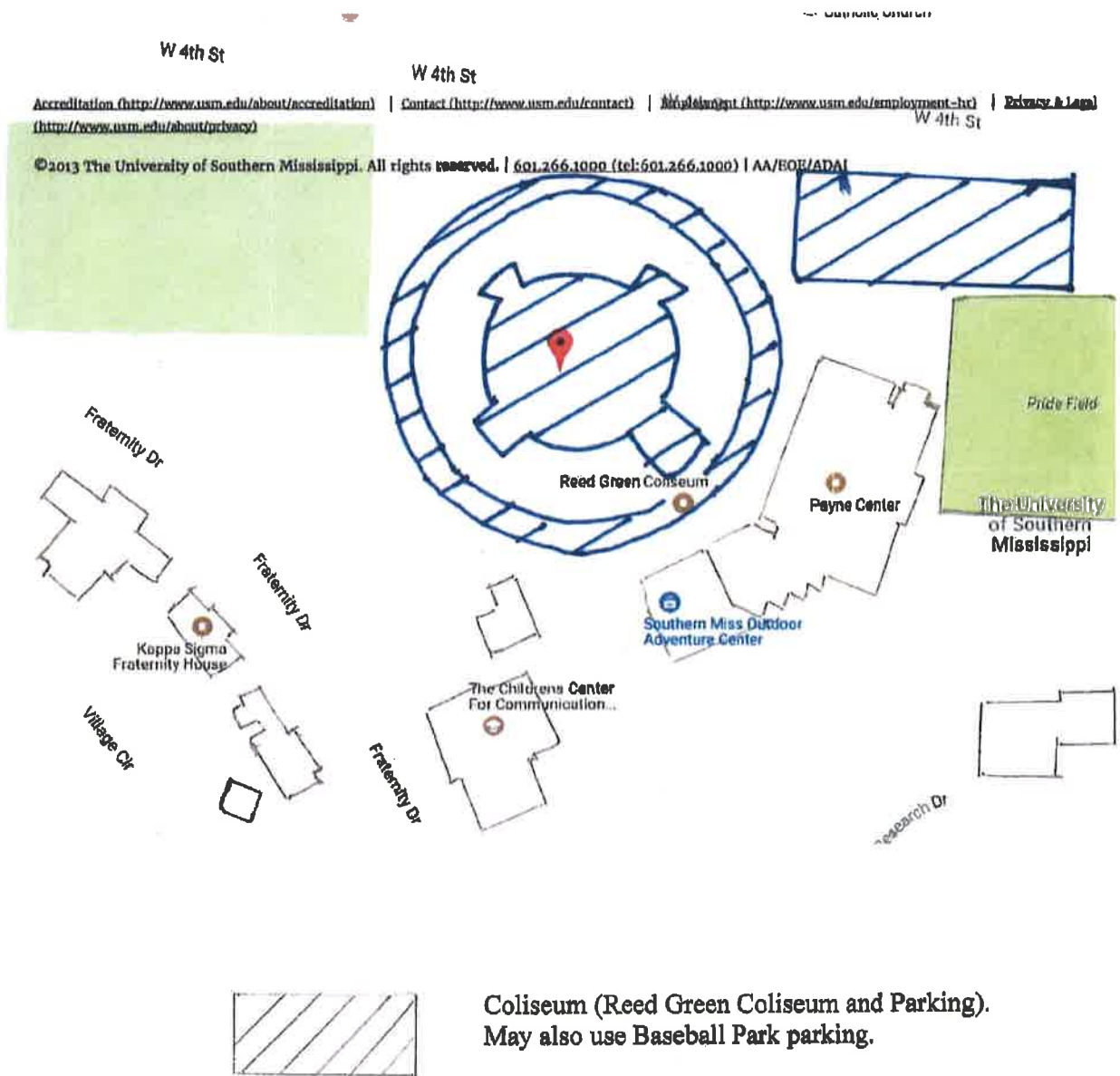


EXHIBIT D

The portion of the Premises depicted on this exhibit includes all of M.M. Roberts Stadium, except private suites, press box, locker rooms, storage facilities, unused former dormitory space and office space. Also excluded are all computers, printers and all other office equipment, supplies, intellectual property, business files, confidential information and personal matters of coaches and players.

Southern Miss Campus Map

EXHIBIT "D"

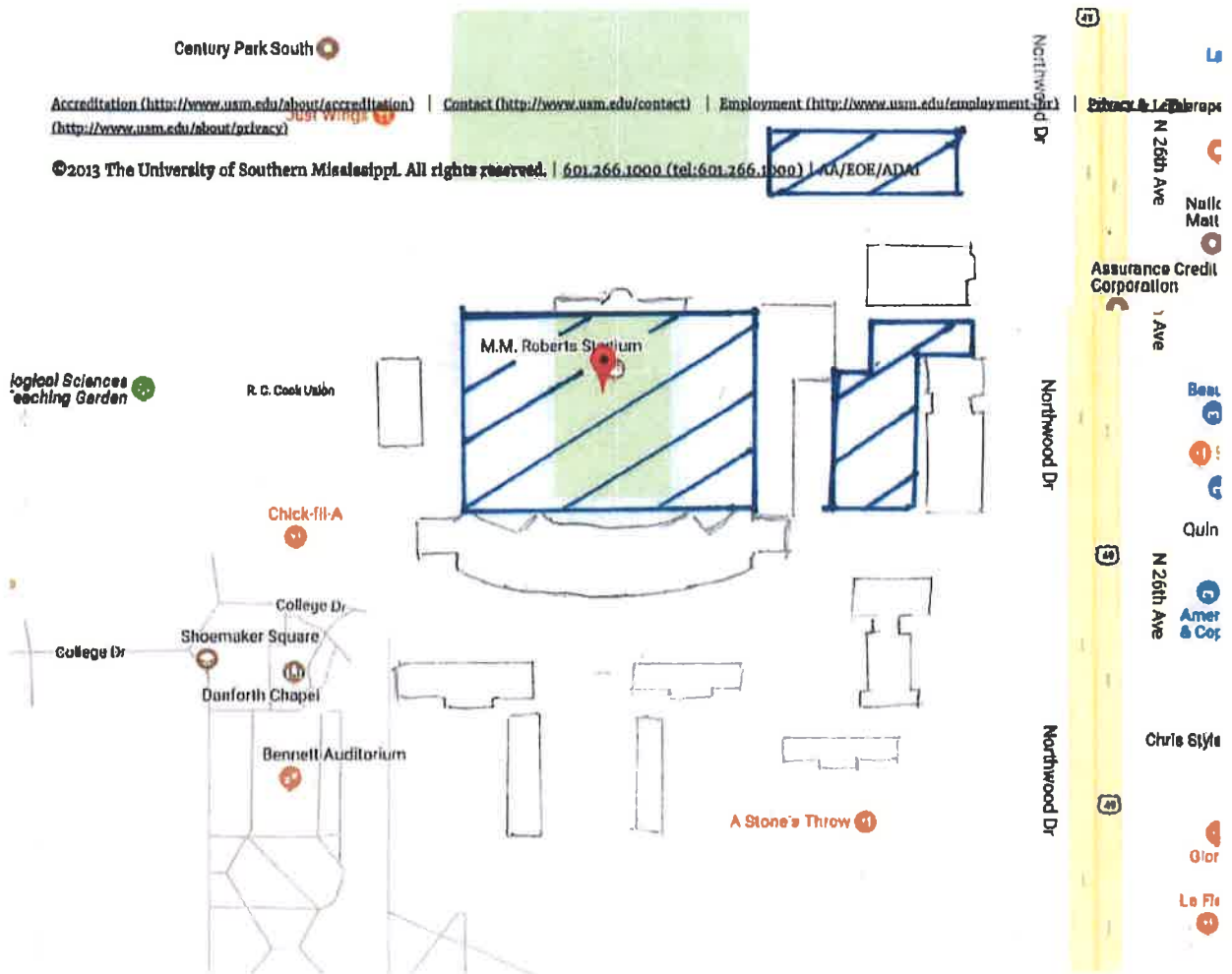
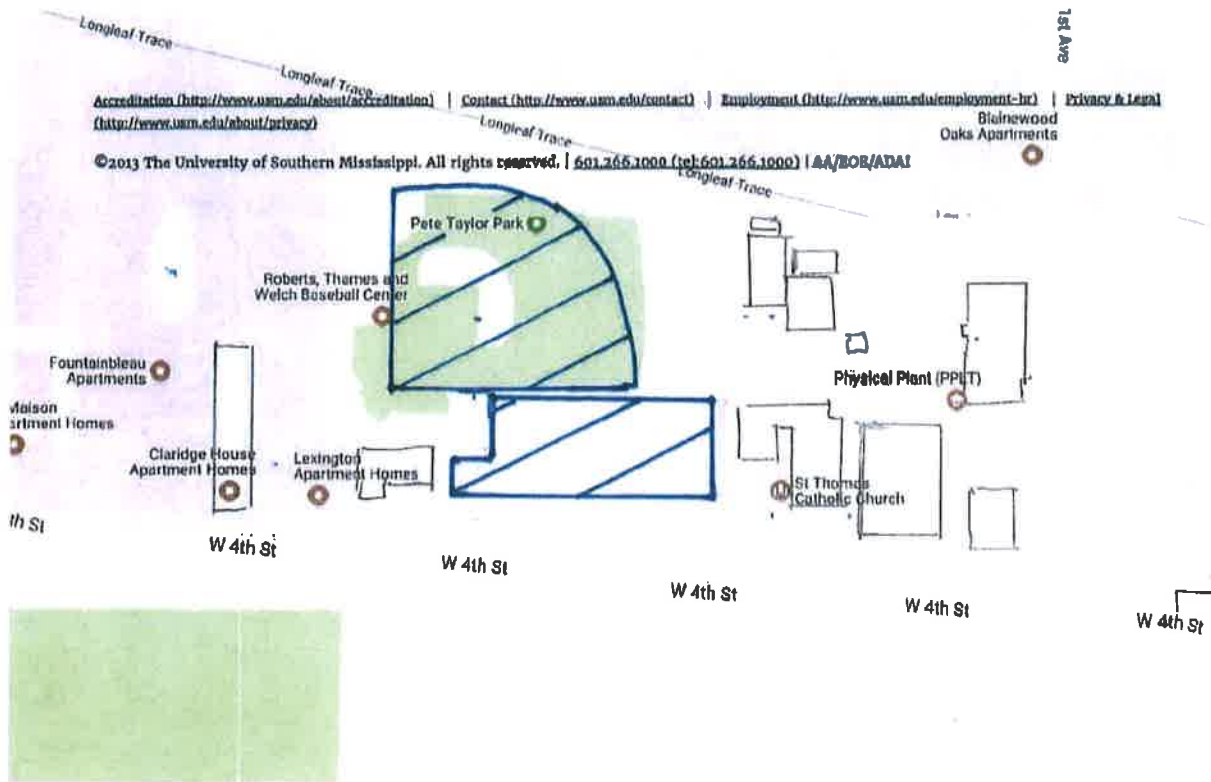


EXHIBIT E

Specifically excluded from the Premises depicted on this exhibit are suites, locker rooms and press box. Also excluded are all computers, printers and all other office equipment, supplies, intellectual property, business files, confidential information, personal matters of coaches and players.

Southern Miss Campus Map

EXHIBIT "E"



Baseball Park (Pete Taylor Park and Parking).
Parking may also include Coliseum parking.