

LEASE AGREEMENT BETWEEN
OpSec Group, LLC
AND
MISSISSIPPI STATE UNIVERSITY RESEARCH & TECHNOLOGY CORPORATION
Version 6.10

This LEASE AGREEMENT, effective as of the date of execution by both parties is made between the Mississippi State University Research and Technology Corporation (“Lessor” or “RTC”), and OpSec Group LLC (“Lessee”). The terms “Lessor” and “Lessee” include the heirs, legal representatives, successors, and assigns of the respective parties.

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, property (the “Property”) located at 100 Research Boulevard, Suite 120Z in the Thad Cochran Research, Technology and Economic Development Park (the “Park”).

1. **TERM.** The primary term of this Lease is for 1 (one) year with an effective date of **July 1, 2021** with a 60-day notice of renewal.
2. **PAYMENT.** Lessee shall pay to Lessor at a rate of \$15.00 (fifteen) per square foot for leasable square footage of 754 square feet for a monthly lease payment of \$942.50. The attached floor layout details the exact square footage being leased (attachment A). This rental rate is due at the first of each month and is considered late by the 15th of each month.
3. **LATE FEE.** A late fee of 5% shall be added and due for any payment of rent received after the 15th of the month and this fee will be calculated on all outstanding balances on a 30-day interval.
4. **USE.** Lessee will use the Property for the purposes of conducting the business activities consistent with the research park intent and will provide representatives of the Lessor and/or Mississippi State University access at all times to the facility for inspection and repairs.
5. **OPERATING COST.** Lessee shall pay a pro-rata share of operating costs (including, but not limited to, utilities and janitorial services) including common area shared with other tenants. This pro-rata share will be calculated based on the amount of square footage rented. Should the Lessee desire services other than those described above, RTC may, at RTC’s option, upon advance notice from the Lessee to the RTC, furnish such additional services. The Lessee agrees to pay the RTC when billed such charges as may be agreed upon by the RTC and the Lessee.
6. **INSURANCE.** Lessor will maintain insurance on the building and the contents owned by Lessor, Lessee is responsible for maintaining its own insurance policy on contents owned by Lessee, including, but not limited to, \$1 million in general liability insurance.

7. **FURNITURE.** If Lessor provides to Lessee furniture for its use, this furniture will be titled to Lessor and be placed on Lessor's inventory. Lessee will maintain the furniture in usage condition and replace at Lessee's expense if damaged.
8. **PRESERVATION.** Lessee will, at all times, take good care and precaution for the preservation of the Property. Smoking is strictly prohibited on the property.
9. **BULLDOG AFFILIATES PROGRAM.** Lessee is responsible for registering each employee, at Lessee's expense, as a Bulldog Affiliate and each employee is required to obtain a university ID Badge. This badge will grant each employee access to Lessee's tenantable square footage.
10. **PARKING.** At the Lessor's request, Lessee's employees may be required to purchase a parking decal from the university to park on the property.
11. **NOTICE.** A party required to give notice under the terms of this Lease shall hand deliver or serve the notice on the other party by the United States Certified Mail, postage prepaid, as follows:

 To Lessor: MSU Research & Technology Corporation
 100 Research Boulevard, Suite 105
 Starkville, MS 39759

 To Lessee: OpSec Group LLC
 PO BOX 548 PMB 70267
 BIRMINGHAM, Alabama, 35201
12. **ASSIGNMENT/SUBLEASE.** Lessee does not have the right to sublease without written consent from Lessor.
13. **MAINTENANCE.** The Lessor shall, at Lessor's expense unless otherwise covered under warranties and/or insurance, maintain the building and all structural components of the building in a state of tenable repair during the term of the Lease; except for repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees. Lessee, at its expense, shall maintain the remainder of the leased property in a tenable state of repair; except for repairs occasioned by the acts of negligence of the Lessor, its agents, or employees.
14. **TERMINATION.** Lessee shall have the right to the early termination of this agreement with a 90-day written notice.
15. **DESTRUCTION.** If the Building is totally or substantially destroyed by fire, storm or otherwise, so as to render the Building untenable, either party has the option to cancel the remaining portion of this Lease. Lessee will have no obligation to pay rent so long as the Building is untenable.

16. DEFAULT.

- a. Failure on the part of the Lessee to timely pay any installment of rent as set out in Section 2, or to promptly and faithfully keep and perform the terms of this Lease, will, at the option of the Lessor, cause a forfeiture of this Lease.
- b. Nothing contained in the foregoing will 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 thirty (30) days prior written notice in the manner provided by Section 6, during which time Lessee may purge itself on the grounds of forfeiture by paying the rent due.
- 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 thirty (30) days prior written notice 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 the 30 days or within such longer term as may be reasonably necessary to cure the defect.
- e. If Lessee fails to timely cure grounds of forfeiture, all remaining payments under this Lease become immediately due and, Lessor has the option to cancel this Lease.

17. MERGER. This Lease constitutes the final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and is binding on successors and assigns of both Lessor and Lessee.

18. COMPLETE UNDERSTANDING/MODIFICATIONS. This Agreement replaces all previous agreements and discussions relating to the subject matters contemplated under this Agreement and constitutes the entire Agreement between the Lessor and Lessee with regard to these matters. This Lease may be modified or rescinded only by a writing signed by both of the parties.

19. SEVERABILITY. The invalidity, in whole or in part, of any term of this Lease does not affect the validity of the remainder of the Lease.

20. HEADINGS. Headings contained in this Lease are for convenience and ease of reference and do not limit the scope or intent of the clause.

21. CHOICE OF LAW. This agreement is governed by the laws of the State of Mississippi.

22. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

- a. Lessee has the right to make modifications to the property in order to conduct business, but all modifications must be approved in writing and all such improvements shall be performed at the Lessee's expense. In addition, the RTC shall not be liable for payment of any cost or expense incurred or the quality of any workmanship or materials acquired for the building as a result of any improvements. All such work shall be at Lessee's cost and expense and Lessee will be responsible to all contractors, subcontractors, laborers, and suppliers. The Lessee agrees to indemnify and hold RTC harmless from any and all liabilities, damages, and/or penalties and any costs, expense, or claims of any kind or nature including, but not limited to attorney's fees, arising out any improvements, and said indemnification shall apply to injury or damage to persons or property.
 - b. All improvements shall not diminish the value of either the Building or the Property. All improvements made by Lessee or any of its Sub-lessees shall be and become the property of the RTC upon installation.
23. HAZARDOUS WASTE. The Lessee shall indemnify and hold the RTC harmless from any liability arising in conjunction with the presence, removal, leakage and disposition by Lessee of any hazardous waste materials including but not limited to leakage from any tanks, storage facilities or related materials occurring during Lessee's occupation of the Building under this Agreement. Lessee further agrees to comply with all regulations of the department of environmental protection of any local, state, or federal municipal agency.
24. INDEMNIFICATION. Lessee shall indemnify and defend RTC against all third party claims, suits, losses, expenses, and liabilities (including RTC's reasonable attorney's fees) relating to Lessee's use of the Property. This indemnity is conditioned upon the RTC (1) giving Lessee prompt notice in writing of such claim, suit, proceeding or threat thereof, (2) giving Lessee sole control, through counsel of its choice, to defend and/or settle such suit and (3) giving Lessee all the needed information, assistance and authority, at the Lessee's expense, to enable the Lessee to defend or settle such suit.
25. LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY LAW, THE RTC SHALL NOT HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, POSSESSION, USE OR OPERATION OF THE PROPERTY, EVEN IF THE RTC HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
26. FORCE MAJEURE. Neither party shall be liable to the other for any alleged loss or damage resulting from any delay of performance caused by acts of the other, acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, quarantine, energy crisis, strike, labor trouble, war, riot, accident, shortage, delay in

transportation, or any other causes beyond the reasonable control of the party whose performance is delayed.

This lease Agreement has been duly executed in duplicate originals on the date hereinabove set forth.

MISSISSIPPI STATE UNIVERSITY RESEARCH AND TECHNOLOGY CORPORATION
LESSOR

BY: *Marc McGee* Date 6/23/2021
Marc McGee
Director

CoverMe Services, Inc.
LESSEE

By: *Gregg Phillips* Date 06/16/2021
Gregg Phillips
Director

STATE OF Florida

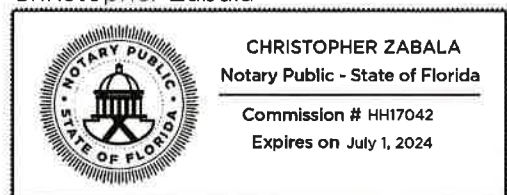
COUNTY OF Miami Dade

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gregg Allen Phillips, who acknowledged himself to be the Director of Opsec Group LLC, 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 16th day of June, 2021

Christopher Zabala
NOTARY PUBLIC Online Notary
Christopher Zabala Florida

My commission expires: 07/01/2024



Provided ID: DRIVER LICENSE

Notarized online using audio-video communication

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Marc McGee, who acknowledged himself to be the Director of MISSISSIPPI STATE UNIVERSITY RESEARCH AND TECHNOLOGY CORPORATION, a corporation organized exclusively for scientific, literary, charitable, and educational purposes in the State of Mississippi, and that he, as such officer, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by signing as such officer.

In witness whereof, I hereunto set my hand and official seal on this the 23rd day of June, 2021



Vera Gillespie Self
NOTARY PUBLIC

(SEAL)

My commission expires: February 13, 2025