

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is made and entered into this 30th day of December 2019 (the "Effective Date"), by and between The Board of Commissioners of Effingham County, Georgia, whose address is 601 N. Laurel St., Springfield, GA 31329 ("Lessor") and Renasant Bank, a Mississippi banking corporation, whose address is 209 Troy Street, Tupelo, MS 38804 ("Lessee").

RECITALS:

A. Lessor and Lessee entered into that certain Agreement for the Purchase and Sale of Real Estate dated July 11, 2019, as amended ("Contract") in which Lessee is selling certain real property described therein to Lessor (Contract is attached hereto as Exhibit "A" and incorporated herein by reference). The real property described therein consists of (1) a "Vacant Tract" (as defined in Section 1 of Contract) which is approximately 1.6 acres of vacant land, and (2) a "Bank Tract" (as defined in Section 1 of Contract) which is approximately 2.71 acres and consists of two buildings connected by a breezeway. The first building is located on 802 S. Laurel St., Springfield, Georgia 31329 and is approximately 7,500 square feet ("Building 1"). Building 1 contains the existing retail bank branch that Lessee currently operates and that Lessee will be leasing from Lessor pursuant to the terms of this Lease. The second building is located on 804 S. Laurel St., Springfield, Georgia 31329 ("Building 2").

B. Pursuant to Section 22 of Contract, Lessee, as Seller, has the option to lease back a portion of Building 1 from Lessor, as Purchaser, for thirty-six (36) months.

C. Parties to the Contract are now entering into this Lease to define the terms that will govern this Lease.

WITNESSETH:

FOR AND IN CONSIDERATION OF the mutual covenants and agreements hereinafter set forth, Lessor does hereby lease, demise and let unto the Lessee, and Lessee does hereby lease from Lessor, the "Leased Premises" (hereinafter defined) upon the following terms and conditions:

I. LEASED PREMISES

1.01 As used herein, the term "Leased Premises" shall mean and refer to that certain parcel of real property and all improvements thereon within the first floor of Building 1, containing approximately 5,000 rentable square feet, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference, together with all fixtures, equipment and personal property located thereon including without limitation the equipment (if any), together with an exclusive right to possess and use for it and its customers the attached drive-through banking facility and the attached automatic teller machine, as well as an easement for ingress and egress over and upon the four (4) existing drive-through lanes which provide ingress and egress to and from the drive-through facility and attached automatic teller machine (collectively, the "Drive-Through Facility") and the non-exclusive right to use the Common Areas in conjunction with Lessor. "Common Areas" shall mean all areas, spaces, facilities, and equipment on the Bank Tract which are not within the space occupied by Lessor and Lessee in Building 1 and Building 2, which Common Areas are available for the common and joint use of Lessor, Lessee and others designated by Lessor using or occupying space in the Building 1 or Building 2, including but not limited to walkways, sidewalks, landscaped areas, parking lots, and driveways necessary for ingress and egress to Building 1, Building 2 and the Drive-Through Facility (all such real

property, Building 1, Building 2, Common Areas, Drive-Through Facility, breezeway, improvements, fixtures, equipment and personal property being hereinafter referred to as the "Property").

II. LEASE TERM

2.01 The term of this Lease shall be for a period of three (3) years commencing on the satisfaction of all contingencies outlined in Section 23.10 ("Commencement Date") and terminating on that date which is three (3) years after Commencement Date ("Expiration Date") unless renewed or terminated in accordance with the terms hereof ("Lease Term"). Upon the Commencement Date, Lessee and Lessor shall execute a Commencement Date Agreement in substantially the same form as attached as Exhibit "C" hereto confirming the Commencement Date and Expiration Date of the Lease. However, the failure of the parties to execute such Commencement Date Agreement shall not defer the Commencement Date or invalidate the Lease.

III. RENT

3.01 Commencing on Commencement Date and continuing on or before the fifth day of each calendar month thereafter for the remainder of the Lease Term, Lessee shall pay to Lessor, without demand, deduction or setoff unless explicitly allowed for in this Lease, monthly rent, in advance ("Rent"), in the following amounts detailed in the below table. If either the Commencement Date or the Expiration Date falls on a date other than the first day of a calendar month the Rent due for such fractional month shall be prorated on a per diem basis between Lessor and Lessee so as to charge Lessee only for the portion of such fractional month falling within the Lease Term.

	ANNUAL RENT	MONTHLY RENT	PSF
YEAR 1	\$ 0.00	\$ 0.00	\$ 0.00
YEAR 2	\$ 0.00	\$ 0.00	\$ 0.00
YEAR 3	\$ 70,000.00	\$ 5,833.33	\$ 14.00

3.02 Lessor and Lessee stipulate and agree that the Leased Premises within Building 1 consists of 5000 square feet which square footage shall be conclusive for determination of the Rent stated above.

IV. INSPECTION

4.01 Lessee shall permit Lessor and any authorized representatives of Lessor to enter the Leased Premises and all parts thereof upon prior written notice and in accordance with this Article IV.

Except as otherwise provided herein, Lessor shall not enter the Leased Premises unless its representative is accompanied at all times by an employee or agent of Lessee. However, in the event of an emergency constituting immediate danger to life, health or property, the Lessor or its agent may enter the Leased Premises at any given time unaccompanied and without the consent of or notice to the Lessee. Due to the nature of Lessee's business and the requirement by law to keep customer information confidential, Lessor agrees to be bound by the following non-disclosure and confidentiality terms:

(a) Lessor shall not open or attempt to open or gain access to any filing cabinets, desk drawers, cabinets, or any other container where Confidential Information may be located;

(b) Lessor shall not read, remove or otherwise take into its possession any Confidential Information that may be visible or otherwise found during the entry of the Leased Premises;

(c) Lessor shall not inspect any Confidential Information found on or within the Leased Premises including without limitation, Lessee's customers' confidential information;

(d) Lessor shall not disclose, use or assist other in using or disclosing in any manner any Confidential Information that may inadvertently come into Lessor's knowledge during the entry of the Leased Premises; and

(e) Lessor shall not use camera or video technology to record any Confidential Information.

"Confidential Information" for purposes of this Lease shall mean, without limitation, all nonpublic information relating to Lessee's business employees, customers, technology, loan portfolio, personal identifiable financial information of customers or employees, business plans, promotional and marketing plans and strategies and that which, based on the nature of the information, Lessor should in good faith treat as confidential.

V. USE AND OPERATION OF LEASED PREMISES

5.01 Lessee shall use and operate the Leased Premises for general use in connection with Lessee's business purpose to include, without limitation, the operation of a loan and/or mortgage production office and/or a retail bank branch to include general banking and deposit operations, finance, insurance, financial services and the servicing and origination of loans and mortgages and general office purposes in connection therewith and for no other purpose except as permitted in writing by Lessor in its sole discretion, which permission shall not be unreasonably withheld, conditioned or delayed ("Permitted Use").

5.02 Lessee shall operate its business in the Leased Premises in a high quality, reputable manner throughout the term of this Lease.

5.03 Lessee shall not use or suffer or permit to be used the Leased Premises or any part thereof in violation of any law or ordinance or regulation of any governmental authority or in any manner that will constitute a nuisance or that will injure the reputation of the Leased Premises, nor shall Lessee use or suffer or permit to be used the Leased Premises for any hazardous purpose or any purpose that will violate, suspend, void or serve to increase the premium rate of, or make inoperative, any policy or policies of insurance of any kind whatsoever at any time carried on any property, buildings or improvements in, on or upon the Lease Premises.

5.04 Lessor agrees that during the Lease Term, under no circumstances shall the Lessor use or lease other space within or upon the Property or allow any part thereof to be used in a manner that could be deemed, in Lessee's reasonable determination, to be in competition with the Permitted Use. To this end, Lessor covenants that the remainder of the Property during the Term shall be used for administration offices of Lessor.

VI. CONDITION AND MAINTENANCE OF LEASED PREMISES

6.01 Lessee acknowledges that as of the Commencement Date all internal and external systems within the Leased Premises are in proper working condition (i.e., electrical, lighting, plumbing, HVAC, etc.).

6.02 Except as set forth in Section 6.03 below, Lessee, at Lessee's sole cost and expense, shall keep and maintain the entire Leased Premises, including but not limited to the parking lot immediately surrounding Building 1, exterior landscaping on the Bank Tract, exterior lighting immediately in the vicinity of Building 1, and pressure washing Building 1 when determined necessary in the joint reasonable discretion of Lessor and Lessee, in good, clean and orderly condition and repair and shall promptly make all necessary repairs and replacements thereto provided such are not part of Lessor's responsibility under the Lease and Lessee shall not do or suffer any waste, damage, disfigurement or injury to the Leased Premises or any portion thereof. Upon termination of this Lease for any reason, Lessee shall surrender to Lessor the Leased Premises in good order and repair except for reasonable wear and tear. The provisions on this Section 6.02 pertaining to Lessee's responsibility shall not apply in the case of damage or destruction by fire or other casualty which is covered by insurance maintained by Lessor or Lessee or damage resulting from an eminent domain taking (as to which Articles XIV and Article XV hereof shall apply).

6.03 Notwithstanding the terms of Section 6.01 and in addition to maintenance and repair of the means and components of access to each Lessor Utility as described in the succeeding Section 8.02, Lessor, at Lessor's sole cost and expense, shall keep and maintain all exterior and structural portions of Building 1, including, but not necessarily limited to the roof, exterior and load bearing walls, breezeway, doors, door frames, storefronts, windows and glass and HVAC components in good operating order and repair in accordance with the standards of a first class office building in the Springfield, Georgia area. Furthermore, in the event that any maintenance and/or repairs have not been performed following ten (10) days after Lessee has provided written notice to Lessor identifying needed maintenance and/or repairs (or, in the event such item of maintenance or repair is of such nature that it cannot be cured within such ten (10) day period, Lessor has not commenced performance within such ten (10) day period and diligently pursued same), Lessee may put or cause the maintenance and/or repair to occur, and in such case, Lessor shall reimburse Lessee all reasonable out-of-pocket amounts incurred by Lessee to perform such repairs within thirty (30) days after delivery to Lessor of written statements and copies of invoices. In the event Lessor has failed to reimburse Lessee within the prescribed period, Lessee may offset such amount from the Rent due to Lessor.

6.04 As used herein, the term "Hazardous Substances" shall include any and all substances declared to be hazardous or toxic, or otherwise prohibited or regulated, under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction with respect to the Leased Premises. Lessee shall not cause, suffer, or permit the use, generation, release, manufacture, production, processing, storage or disposal of any Hazardous Substance on or from the Leased Premises, except as specifically disclosed to and approved by Lessor in writing. Lessee shall indemnify and hold Lessor harmless from against any and all liability, loss, damage, cost and expense, including without limitation reasonable attorney's fees, resulting from any violation of this Section 6.04 by Lessee. This indemnification provision shall survive the expiration or termination of this Lease. Lessor represents and warrants that, to Lessor's knowledge, there are no Hazardous Substances in or about the Property as of the Effective Date and agrees that by its use of the Property and any work facilitated by Lessor on the Property it shall not introduce Hazardous Substances in or about the Property. Lessor further agrees that if any governmental authority requires that remedial action be taken with regard to any Hazardous Substances, it will be Lessor's sole responsibility (without contribution from Lessee) to promptly take all such remedial action, unless such Hazardous Substances were placed on the Property at any time by Lessee. Lessor assumes responsibility for any and all liability, loss, damage, cost and expense, including without limitation reasonable attorney's fees, resulting from any violation of this Section 6.04 by Lessor.

VII. ALTERATIONS TO LEASED PREMISES

7.01 Lessee shall make no exterior or interior alterations, changes or improvements in or to the Leased Premises without the prior written approval of Lessor, which approval shall not be unreasonably

withheld, conditioned or delayed. Any such alterations, changes or improvements so approved by Lessor shall be made by Lessee at its sole cost and expense and shall be accomplished in a good and workmanlike manner. Except as otherwise provided, only the furnishings, equipment, machinery, Lessee's Security System (defined in Section 23.09) and trade fixtures installed in the Leased Premises by Lessee and paid for by Lessee which are not permanently installed or affixed shall remain the property of the Lessee and may be removed by the Lessee upon the termination or expiration of this Lease; provided, however, that Lessee shall promptly repair all damage caused by the installation and removal thereof and provided further that Lessee shall have fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease.

7.02 Notwithstanding Section 7.01 and subject to the following provision of this Section 7.02, Lessee may install, at its expense and without Lessor's written consent, trade fixtures, movable partitions, furniture, equipment, and other personal property and may remove the same at any time prior to the expiration or termination of this Lease. Without limiting the foregoing, Lessor does hereby further consent to Lessee, at its expense, (1) painting the interior of the Leased Premises and making other cosmetic, non-structural alterations to the Leased Premises, (2) installing Lessee's Security Systems as referenced in Section 24.11, (3) construction of a wall and/or door near the existing stairwell to block access to the Leased Premises as shown on Exhibit "B", (4) construction of a door and/or opening to access the bathroom and janitorial room from the lounge as shown on Exhibit "B", and (5) any alterations that need to be made for the operation of the elevator as detailed in Article IX.

7.03 To extent that Lessor undertakes any alterations, changes or improvements in or to the portions of Building 1 other than the Leased Premises, Lessor agrees that said alterations, changes or improvements will be made and conducted by Lessor in the least intrusive manner possible for Lessee. Specifically, Lessor, its employees, agents, representatives and contractors shall not block any ingress or egress to the Property, Leased Premises or Drive-Through Facility, shall not erect any improvements that will block the visibility of any of Lessee's existing signage on the Property, shall not make improvements which would eliminate the exclusive parking reserved to Lessee under Section 11.01 or reduce the total parking on the Bank Tract by twenty-five percent (25%) of what currently is available or otherwise interfere with Lessee's Permitted Use of the Leased Premises.

VIII. UTILITIES

8.01 Building 1 is separately metered for all electrical, gas and other utilities and services used. Lessee shall pay sixty-seven percent (67%) of the above-described utilities used or consumed upon Building 1, as well as all water and sewer charges related to Building 1. Percentage is determined using the approximate square footage of 5,000 square feet for the Leased Premises in comparison to the total square footage of 7,500 square feet of Building 1. The above referenced square footage is approximated and the final number of square feet will be determined and agreed upon by both Parties when finally calculated.

8.02 Lessee shall pay its portion of such utilities in arrears based on the utility expenses shown on each statement received from the applicable utility company. Lessor shall pay such utility cost and deliver to Lessee the statement received each billing cycle. Lessee shall reimburse Lessor for its portion of such charges within twenty (20) days from its receipt of such statement.

8.03 Lessor shall provide and maintain access to (i) electricity and (ii) normal amounts of water and sewage disposal (each, a "Lessor Utility") for the Leased Premises. "Access" as used in the immediate preceding sentence shall mean (a) for electricity, Lessor shall be responsible for maintaining and providing the necessary systems (to include, without limitation, wiring, conductors, junction boxes, switch boxes, and the like) to conduct electricity from the point of entry to the Leased Premises to the electrical fixtures and

outlets as currently configured for the Leased Premises, and (b) for water and sewage, Lessor shall be responsible for maintaining and providing the necessary systems and apparatus (to include, without limitation, pipes, fixtures, and drainage) to conduct water and sewage to and from Building 1 from the point of entry to the Leased Premises to the sinks, commodes, water outlets, and drains as currently configured for the Leased Premises. If any interruption or cessation of any Lessor Utility occurs and continues for five (5) consecutive business days, and as a result of such interruption or cessation Lessee cannot reasonably operate its business on the Leased Premises, then Rent shall abate until such Lessor Utility is restored. Furthermore, in the event that failure of any Lessor Utility has not been repaired and/or restored or the issue has not been resolved within five (5) consecutive days, Lessee may put or cause the Lessor Utility to be repaired, and in such case, Lessor shall reimburse Lessee all reasonable out-of-pocket amounts incurred by Lessee to perform such repairs within thirty (30) days after delivery to Lessor of written statements and copies of invoices. In the event Lessor has failed to reimburse Lessee within the prescribed period, Lessee may offset such amount from the Rent due to Lessor.

IX. ELEVATOR

9.01 The existing elevator in Building 1 will remain in operation during the normal bank business hours of 9:00 a.m. to 4:30 p.m. on Monday through Friday. Lessor agrees and acknowledges that the elevator will not be in operation on (i) hours before 9:00 a.m. and after 4:30 p.m., (ii) Saturdays and Sundays, and (iii) days in the year on which banks located in the State of Georgia are permitted or required to be closed.

9.02 Lessee will control the operation of the elevator and shall be entitled to put any necessary controls to secure the elevator and ensure that it cannot be operated in a manner inconsistent with the above Section 9.01. Nothing contained in this Article IX shall prohibit Lessor and its employees and invitees from using the elevator to access the second floor of Building 1 during the hours referenced in Section 9.01. However, Lessor agrees and acknowledges that access to the second floor of Building 1 will be restricted to the stairwell at all other times.

X. LATE PAYMENT OR RENT AND RETURNED CHECKS

10.01 Time is of the essence of this Lease, and if Lessor elects to accept Rent more than five (5) days after such Rent is due, a late charge equal to five percent (5%) of such past due amount will be due. Further, in the event that any check delivered by Lessee is dishonored or returned for insufficient funds during the term of this Lease, Lessee shall pay Lessor \$20.00 for each dishonored or returned check as a handling charge and, if applicable, the late charge hereinabove provided. In the event that more than one check is dishonored or returned for insufficient funds during the Lease Term, Lessee shall pay all future Rent in the form of cashier's checks, certified checks or money orders.

XI. PARKING

11.01 Lessor grants to Lessee the right to designate by appropriate signage up to twelve (12) spaces in front and contiguous to Building 1 that will be exclusive for use of Lessee and its customers and agents. Lessor shall provide the remainder of the parking on a non-exclusive basis as part of the Common Areas and maintain the parking lot in good condition and limit its availability exclusively to Lessor, Lessee and their respective invitees and agents of the Bank Tract and shall do nothing to impair or restrict ingress and egress to and from the Property or to reduce the number of parking spaces available or to obstruct the traffic flow needs to the Drive-Through Facility.

XII. CASUALTY INSURANCE

12.01 At all times during the term of this Lease, Lessor shall pay, at Lessor's sole cost and expense, all premiums for and shall maintain in effect, with a reputable insurance company or companies satisfactory to Lessor, policies of insurance insuring Building 1 in the full insurable value of Building 1 with such casualty coverage as Lessor shall reasonably require, including without limitation, coverages against damage by fire, lightning, water, wind, vandalism, malicious mischief, theft and plate glass breakage.

XIII. LIABILITY INSURANCE AND INDEMNIFICATION

13.01 During the Lease Term, Lessee shall maintain, at Lessee's sole cost and expense, for the mutual benefit of Lessor and Lessee comprehensive general public liability insurance against liability for property damages and personal injuries suffered by reason of Lessee's use or occupancy of the Leased Premises, including without limitation any damage or injury caused by the act, omission or negligence of Lessee or Lessee's assignees or sublessees or their respective patrons or visitors. Such comprehensive public liability insurance shall be in the minimum amounts of \$1,000,000.00 for death of or bodily injury to any one person, \$2,000,000.00 for all death and bodily injury claims resulting from any one accident, and \$500,000.00 for property damage. Lessor shall be named as an additional insured under such comprehensive public liability insurance policy.

13.02 Lessee shall indemnify and hold harmless the Lessor from and against any and all claims, actions, damages, liability and expense, including without limitation reasonable attorney's fees, in connection with loss of life, personal injury and/or property damage arising from or out of any occurrence in, upon or at the Leased Premises or the occupancy or use of the Leased Premises or any part thereof by Lessee or Lessee's assignees or subtenants, or occasioned wholly or in part by any act or omission of Lessee or Lessee's assignees or sublessees or their respective agents, contractors, employees, servants, subtenants, licensees or concessionaires.

13.03 During the Lease Term, Lessor shall maintain, at Lessor's sole cost and expense, comprehensive general public liability insurance against liability for property damages and personal injuries suffered by reason of use or occupancy of the Property by Lessor or any tenant, including without limitation any damage or injury caused by the act, omission or negligence of Lessor or tenants or their respective patrons or visitors. Such comprehensive public liability insurance shall be in the minimum amounts of \$1,000,000.00 for death of or bodily injury to any one person, \$2,000,000.00 for all death and bodily injury claims resulting from any one accident, and \$500,000.00 for property damage.

13.04 Lessor shall indemnify and hold harmless the Lessee from and against any and all claims, actions, damages, liability and expense, including without limitation reasonable attorney's fees, in connection with loss of life, personal injury and/or property damage arising from or out of any occurrence in, upon or at the Property or the occupancy or use of the Property or any part thereof by Lessor or Lessor's assignees or tenants, or occasioned wholly or in part by any act or omission of Lessor or Lessor's assignees or tenants or their respective agents, contractors, employees, servants, sublessees, licensees or concessionaires or Lessor's breach of this Lease. To the extent that the above indemnification is contrary to state law, Lessor agrees and acknowledges to add Lessee as an additional insured. Any portion of this Agreement regarding indemnification applies only to the extent permitted by law including but not limited to the Gratuities Clause of the Georgia Constitution, and any applicable case law, including but not limited to CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688 (2003). Also, it is the Lessor's intent to be covered under the auspices of any applicable immunity granted by law. Notwithstanding anything in this Lease to the contrary including without limitation the two sentences immediately preceding, nothing contained herein shall restrict, impair or limit Lessee's rights to insurance proceeds that are available to Lessor and/or Lessee under any policies required to be carried pursuant to this Lease.

13.05 Neither Lessor nor Lessee makes any representation that the types of insurance and limits specified to be carried by the other party under this Lease are adequate to protect the other party. Nothing contained herein shall limit Lessor's or Lessee's liability under this Lease, and Lessor's and Lessee's liability under any provision of this Lease, including without limitation under any indemnity provision, shall not be limited to the amount of any insurance obtained.

13.06 Lessee shall have the right to carry its insurance under "blanket" and/or "umbrella" policies.

XIV. DAMAGE OR DESTRUCTION OF LEASED PREMISES

14.01 If at any time during the Lease Term, Building 1 or Leased Premises shall be so destroyed or so injured by fire or other casualty as to be unfit for full occupancy and use by Lessee, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, then Lessee shall not be entitled to surrender possession of the Leased Premises; provided, however, that Lessee's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to Lessee resulting from such destruction or injury until full use and occupancy is restored to Lessee. In case of any such destruction or injury, Lessor shall repair the damage with all reasonable speed at least to the extent of the value and as nearly as possible to the character of Building 1 and improvements existing immediately prior to such occurrence.

14.02 If the Leased Premises shall be so destroyed or injured by fire or other casualty that such destruction or injury could not reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, Lessee shall have the option, upon written notice given to Lessor within sixty (60) days from the date of such destruction or injury to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In the event Lessee does not choose to terminate this Lease in accordance with the foregoing options, Lessor shall repair the damage and restore or rebuild the building and improvements as promptly as possible in the same manner and subject to the same conditions as provided in Paragraph 14.01 above.

14.03 Notwithstanding the foregoing provisions of Paragraphs 14.01 and 14.02, in the event of damage or destruction, as aforesaid, such that fifty percent (50%) or more of the total floor area of the Leased Premises is rendered unfit for occupancy and use by Lessee during the last year of the original Lease Term hereof or during the last year of an extended term, if any, of this Lease, then either party shall have the option, upon written notice given to the other within sixty (60) days from the date of such destruction or injury, to terminate this Lease, and upon the giving of such notice this Lease shall be terminated as of the date of such destruction or injury.

XV. EMINENT DOMAIN

15.01 In the event that the Leased Premises or any portion thereof shall be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim or have paid to Lessee any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of Lessee, and Lessee hereby relinquishes and assigns to Lessor any rights to such damages unless such condemnation aware specifically mentions it is for the benefit of Lessee ; provided, however, that nothing herein contained shall be construed to prevent Lessee from asserting against the condemner any separate claim for damages to Lessee occurring by reason of said condemnation, including without limitation loss or damage to leasehold improvements, moving expenses, personal property, business, fixtures, goodwill, cost of removing fixtures or equipment or loss of future profits.

15.02 In the event of any such taking or condemnation referred to in Paragraph 15.01, then if and when there is an actual taking, in whole or in part, of physical possession of the Leased Premises which shall render the Leased Premises unfit for use by Lessee as determined by Lessee at Lessee's sole discretion, Lessee may terminate this Lease. If Lessee elects to terminate this Lease as provided above, it shall give written notice to Lessor within (30) days after the latter of (a) the entry of the final order or court authorizing the taking or appropriation or the date of settlement, as the case may be, or (b) the taking of physical possession by the condemner. In the event there is a partial taking of the Leased Premises, but this Lease is not terminated as herein provided, then this Lease shall continue in full force and effect with the Rent equitably reduced to take into consideration the partial taking.

XVI. SUBORDINATION

16.01 This Lease and the leasehold estate of Lessee in the Leased Premises is and shall be subject and subordinate to any and all mortgages now existing or hereafter placed on the Leased Premises or any part thereof. The subordination hereby effected shall be operative immediately and shall be self-executing; nevertheless, Lessee shall execute and deliver such further commercially reasonable instrument or instruments as may be requested by Lessor from time to time, whether in favor of Lessor, a mortgage or a third party, in order to evidence more fully the subordination of this Lease and the leasehold estate of Lessee herein provided.

16.02 Lessee agrees that in the event of the foreclosure of any mortgage now existing or hereafter placed on the Leased Premises, Lessee shall attorn to the mortgagee and its successors or assigns or to the purchaser under such foreclosure provided that such successor-in-interest acknowledge and agree to be responsible for Lessor's obligations under this Lease. In such event and provided that Lessee is not in default, this Lease shall not terminate so far as the Lessee continues to pay the Rent required by this Lease and otherwise performs and observes all of the terms, covenants, conditions and provisions of this Lease to be performed and observed by or on behalf of Lessee.

XVII. BANKRUPTCY OR RECEIVERSHIP

17.01 To secure Lessor more effectively against loss of Rent and other payments herein provided to be made by Lessee, it is mutually agreed that the filing by, on behalf of or against Lessee of any petition or pleading to declare Lessee a bankrupt or debtor whether voluntary or involuntary, under any bankruptcy, receivership, reorganization or similar law or act; or the commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Lessee insolvent or unable to pay its debts; or the appointment by any court or under law of a receiver, trustee or other custodian of the property, assets or business of Lessee; or the assignment by Lessee of all or any part of its property or assets for the benefit of creditors; or the levy or attempted levy of execution, attachment or other taking of property, assets or the leasehold interest of Lessee by process of law or otherwise in satisfaction of any judgment, debt or claim, shall, at the option of Lessor, operate as a default under this Lease immediately and without prior notice and without prejudice to Lessor's right to prosecute any other remedy which it may have for a breach of this Lease.

17.02 To secure Lessee's continuity of business, it is mutually agreed that the filing by, on behalf of or against Lessor of any petition or pleading to declare Lessor a bankrupt or debtor whether voluntary or involuntary, under any bankruptcy, receivership, reorganization or similar law or act; or the commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Lessor insolvent or unable to pay its debts; or the appointment by any court or under law of a receiver, trustee or other custodian of the property, assets or business of Lessor; or the assignment by Lessor of all or any part of its property or assets for the benefit of creditors; or the levy or attempted levy of execution,

attachment or other taking of property, assets or the freehold interest of Lessor by process of law or otherwise in satisfaction of any judgment, debt or claim, shall, at the option of Lessee, operate as a default under this Lease immediately and without prior notice and without prejudice to Lessee's right to prosecute any other remedy which it may have for a breach of this Lease.

XVIII. DEFAULT

18.01 If Lessee shall completely vacate the Leased Premises or completely abandon the same or fail continuously to operate its business on the Leased Premises as contemplated by this Lease; or if Lessee shall default in the payment of Rent or other charges herein reserved or provided or in any installment thereof and such default shall continue for ten (10) days after such payment is due; or if any event specified in Article XVII above shall occur; or if Lessee shall become bankrupt or insolvent; or if Lessee shall default in any of the other covenants herein contained to be kept, observed or performed by Lessee and such default shall continue for thirty (30) days after written notice of such default has been given to Lessee; then and in any such event Lessor at its option may terminate this Lease or may, without terminating this Lease, enter and repossess the Leased Premises, remove Lessee's property and signs therefrom, and re-let the same for such rent and upon such terms as shall be commercially reasonable without such re-entry and repossession working a forfeiture of the Rent to be paid and the covenants to be performed by Lessee during the Lease Term hereof. For the purpose of such re-letting, Lessor shall be entitled to make any repairs, changes, alternations or additions in or to the Leased Premises that may be necessary or convenient, and Lessor shall be entitled to recover from Lessee the cost of such repairs, changes, alterations and additions; the expenses of such re-letting; and the difference in value between the Rent which would be payable by Lessee hereunder for the remainder of the Lease Term of this Lease and the value of the rent to be realized from such re-letting. Nothing herein shall be construed to alleviate Lessor of its obligation to mitigate damages and attempt to re-let the Leased Premises.

18.02 Lessor shall not be deemed to be in default in the performance of any obligation required to be performed by it under this Lease unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice by Lessee to Lessor specifying the nature of such default; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If Lessor fails to cure any default within the foregoing time periods, then, in addition to such other remedies as may be available at law or in equity, Lessee may cure such default and invoice Lessor for the cost incurred by Lessee in effecting such cure. Lessor shall remit the amount of such invoice to Lessee within thirty (30) days after receipt thereof. In the event Lessee has not received reimbursement from Lessor within thirty (30) days Lessee shall be allowed to offset such amount from Rent.

18.03 No remedy herein or otherwise conferred upon or reserved to either party shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to either party may be exercised from time to time as often as occasion may arise or as may be deemed expedient. Further, no delay or omission of either party to exercise any right or power arising from any default on the part of the other party shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

XIX. ASSIGNMENT, SUBLETTING AND HYPOTHECATION OF LEASE

19.01 Lessee shall have the absolute right to assign and transfer this Lease or sublet all or any part of the Leased Premises without the notice requirement to Lessor to a "Qualified Lessee Affiliate" provided that the Leased Premises is used only as a banking facility. As used herein, a "Qualified Lessee Affiliate" means any legal entity which: (a) is a wholly owned parent, subsidiary or affiliate of Lessee, or (b) results from the merger or consolidation of Lessee with or into another legal entity, or (c) acquires all or the majority of the outstanding shares in Lessee, or (d) purchases all of Lessee's banking/lending facilities and retail locations in Georgia (including the Leased Premises and this Lease) in a bulk sale; or (e) purchases at least five (5) of Lessee's retail locations (including the Leased Premises and this Lease) in a bulk sale. Furthermore, if any regulatory agency having jurisdiction over Lessee's business requires that Lessee divest itself of the Lease and the Leased Premises, ("Divestiture") then Lessee may do so, without the prior notice to Lessor, provided that as a result of such Divestiture, Lessee transfers the Lease and the Leased Premises to another bank or credit union for similar use.

XX. ESTOPPEL CERTIFICATE

20.01 From time to time and within ten (10) days after written request therefore by Lessor or any mortgagee under a mortgage or proposed mortgagee with respect to the Leased Premises, or if upon any sale, assignment or other transfer by Lessor of the Leased Premises or any portion thereof or interest therein an estoppel certificate shall be required from Lessee, Lessee shall execute and deliver an estoppel certificate to Lessor or to the person or entity designated by Lessor certifying as the then current status of this Lease.

XXI. QUIET ENJOYMENT

21.01 Lessor hereby covenants and agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the continuance of this Lease have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from Lessor or any person or persons lawfully claiming the Leased Premises, save and except in the event of the taking of the Leased Premises or any portion thereof by public or quasi-public authority.

21.02 Lessor represents and warrants to Lessee that, to the best of Lessor's knowledge, (a) Lessor is, or will be, upon satisfaction of all contingencies of Section 23.10, the fee simple owner and record title holder of the Property, (b) Lessor has not received any notice, and does not have any knowledge, of any eminent domain or similar proceeding which would affect all, or any portion, of the Property, (c) Lessor has the full right, power and authority to make and enter into this Lease, (d) no restrictive covenants, easements, leases or other agreements which are applicable to the Property and restrict or prohibit Lessee's rights set forth in this Lease, including without limitation, Lessee's Permitted Use or right of ingress and egress to and from the Leased Premises and throughout the Property, (e) Lessee, or any permitted assignee or sublessee of Lessee, upon the payment of the Rent and performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Leased Premises and improvements thereon during the Lease Term of this Lease, (f) no consents or approvals are required from any other parties for Lessor to enter into this Lease, including without limitation, any mortgagee, (g) the Leased Premises, is in substantial compliance with all applicable laws (except and to the extent such compliance is an obligation of Lessee hereunder), and (h) during the Lease Term, Lessee shall have full rights to ingress and egress on such roadways adjoining the Property. Additionally, Lessor shall take no action that will materially adversely interfere with Lessee's Permitted Use of the Leased Premises. Lessor shall further conform to and observe all applicable laws and ordinances applicable to its ownership of the Property and the leasing of the Leased Premises during the Lease Term hereof.

XXII. SIGNAGE

22.01 All currently existing signage of Lessee including, without limitation, signage on the Leased Premises, Building 1 or near the adjoining roadways of the Property shall remain in place. To extent there is any Lessee signage on Building 2, Lessor shall be entitled to remove such at Lessor's expense. Lessee, at Lessee's sole cost and expense, shall also have the right to place signage on any door that enters into the Leased Premises or other window front and elsewhere on exterior of Building 1 that Lessee deems appropriate and shall have the right to place signage on any monument sign and/or pylon on the Property visible to traffic on the adjoining roadways.

XXIII. MISCELLANEOUS

23.01 Lessor and Lessee each warrant to the other that in connection with this Lease neither has employed or dealt with any broker, agent or finder. Lessee shall indemnify and hold Lessor harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Lessee or with whom Lessee has dealt. Lessor shall indemnify and hold Lessee harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Lessor or with whom Lessor has dealt.

23.02 All notices provided for in this Lease shall be in writing and sent by commercial delivery service (such as Federal Express) or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to such party at its address set forth hereinbelow. All notices shall be deemed delivered or made upon receipt at such address, or on the date of delivery by a commercial delivery service.

If to Lessor: Board of Commissioners of Effingham County, Georgia
Attention: County Administrator
601 North Laurel Street
Springfield, Georgia 31329

If to Lessee: Renasant Bank
Attention: Ed Hutchinson
3295 Inner Perimeter Rd.
Valdosta, Georgia 31602

With a mandatory copy to:

Renasant Bank
Attn: Legal Department
209 Troy Street
Tupelo, MS 38804

Either party may, from time to time, by written notice as herein provided, designate a different address to which notices to it shall be sent.

23.03 The terms, covenants and conditions contained in this Lease shall bind Lessor and Lessee and their respective successors and assigns and shall inure to the benefit of Lessor and Lessee and to their respective assigns, provided that any assignment by Lessee is made in accordance with Article XIX above.

23.04 This Lease shall be governed and construed in accordance with the laws of the State of Georgia.

23.05 Except for the Contract, this Lease constitutes the parties' entire understanding and agreement concerning the Leased Premises, and all prior negotiations and agreements with respect thereto and hereby superseded. This Lease may not be modified or amended except by a written instrument signed by the parties hereto.

23.06 Time is of the essence of this Agreement.

23.07 In the event any action is brought by either Lessee or Lessor against the other to enforce the provisions of this Lease, the losing party upon demand shall pay all costs and expenses reasonably incurred by the other party to enforce its rights and remedies under this Lease, including without limitation reasonable attorney's fees and expenses and court costs, including those related to appellate proceedings, whether or not any action is filed or prosecuted to judgment.

23.08 This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. In order to facilitate the executions of this Lease, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format shall be as effective as original manual signatures on this Lease.

23.09 Notwithstanding anything in this Lease to the contrary, Lessee shall have the right to install and maintain, at its own expense, a security system owned and operated by Lessee to provide security for the conduct of the intended use of the Leased Premises ("Lessee's Security System"). Lessee's Security System may include, without limitation, the right to install on the Leased Premises and within Building 1 electronic locks for doors; alarms; access controls or panels for alarms, cameras and other security systems; card access systems; and security cameras, and wiring necessary for the functioning of the foregoing security systems. Lessor shall reasonably cooperate with Lessee, as may be to the reasonably necessary, to permit the installation and operation of Lessee's Security System in a manner consistent with the existing layout, configuration and operation of the Leased Premises. To the extent the Leased Premises is surveilled and secured by security cameras controlled by Lessor, Lessor shall provide Lessee with reasonably means of access to Lessor's security cameras and system logs ("Lessor's Security System") as may be reasonably necessary to allow Lessee to conduct internal or external investigations related to its use of the Leased Premises. Lessee shall, at Lessee's sole cost and expense, remove Lessee's Security System upon the expiration or earlier termination of this Lease, repair any damage resulting from such removal and restore the affected portions of the Leased Premises to the condition that existed prior to the installation of Lessee's Security System.


23.10 Notwithstanding anything contained herein to the contrary, Lessor's and Lessee's obligations under this Lease are specifically contingent upon the consummation of the sale and closing of the Property from Lessee to Lessor pursuant to the terms of the Contract.

23.11 Notwithstanding anything contained herein to the contrary, Lessor grants to Lessee an absolute right to terminate this Lease ("Termination Option"). Lessee may exercise the Termination Option by delivering written notice of exercise to Lessor no later than thirty (30) days prior to the date in which Lessee intends to terminate this Lease ("Termination Notice"). If exercised, all terms and conditions of the Lease shall continue until the date stated in the Termination Notice ("Termination Date"). Upon the Termination Date, this Lease shall be terminated.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed in their respective names and their respective seals to be affixed hereto as of the day and year first above written.

LESSOR:

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: 
Wesley Corbitt
Title: Chairman

Attest: 
Stephanie Johnson
Title: County Clerk

LESSEE:

RENASANT BANK

By: 
Name: JIM GRAY
Title: SREVP

Exhibit A
CONTRACT

**AGREEMENT FOR THE PURCHASE AND SALE
OF REAL ESTATE**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is entered into and made effective as of July 11th, 2019 (the "Effective Date"), by and among RENASANT BANK ("Seller"), and THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA ("Purchaser").

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. Purchase and Sale

1.1 Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase all those tracts or parcels of land described as follows including all improvements thereon and appurtenances thereto (the "Property") but specifically excluding any and all furnishings, security, banking or office equipment:

Tract 1 (the "Vacant Tract")

All that certain tract or parcel of land situate, lying and being in the City of Springfield, 11th G.M. District, Effingham County, Georgia, containing One and Six Tenths (1.6) acres, more or less, and consisting of Lots 16, 17 and the northern 25 feet of Lot 18, of the Jack E. Ramsey, Sr. Subdivision as shown on the plat thereof hereinafter referred to.

Said parcels of land lying adjoining and as a whole being bounded on the northeast by Georgia State Highway #21, a distance of 225 feet; on the southeast by the southerly remaining portion of Lot 18, a distance of 315 feet; on the southwest by the right-of-way of the Norfolk Southern Railroad, a distance of 225 feet; and on the northwest by Lot 15, being lands of the U.S. Post Office, a distance of 315 feet.

Express reference is hereby made to the plat of said lands made by Paul D. Wilder, R.L.S. #1559, dated July 23, 1997, and recorded in the office of the Clerk of Superior Court of Effingham County, Georgia in Plat Cabinet "B", Slide 005-B, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by Receivers Deed from Federal Deposit Insurance Corporation to Heritagebank of the South, dated February 18, 2011, recorded in Deed Book 2046, Page 108, aforesaid records.



AND

Tract 2 (the "Bank Tract")

All that certain tract or parcel of land situate, lying and being in the City of Springfield, 11th G.M. District, Effingham County, Georgia, containing Two and Seventy-One Hundredths **(2.71) acres, more or less**, and being bounded on the northeast by Georgia State Highway 21, a distance of 375 feet; on the southeast by lands now or formerly of Ramsey, a distance of 315 feet; on the southwest by the Southern Railroad right-of-way, a distance of 375 feet; and on the northwest by lands of Citizens Bank of Effingham, a distance of 315 feet.

Said parcel of land being also known as the southern 75 feet of Lot 18, all of Lots 19, 20, and 21 of the Jack Ramsey Sr. Subdivision.

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated February 21, 2005, and recorded in the office of the Clerk of Superior Court of Effingham County, Georgia in Plat Cabinet "C", Slide 74A-1, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by Receivers Deed from Federal Deposit Insurance Corporation to Heritagebank of the South, dated February 18, 2011, recorded in Deed Book 2046, Page 108, aforesaid records.

2. Earnest Money.

2.1 Purchaser shall tender an earnest money deposit (which deposit, including any additions thereto and any interest thereon, is called the "Deposit") with The Newberry Law Firm, P.C. ("Escrow Agent"), in the sum of One Thousand Five Hundred and No/100s Dollars (\$1,500.00) within three (3) business days following the Effective Date hereof.

2.2 In the event the sale and purchase of the Property is consummated in accordance with this Agreement, the Deposit shall be paid to Seller and credited to the Purchase Price (as hereinafter defined) at the Closing of this transaction. In the event Purchaser shall properly terminate its obligations hereunder in accordance with Section 6 hereof, or otherwise as expressly permitted in this Agreement, the Deposit shall be promptly disbursed to Purchaser (less One Hundred Dollars (\$100.00) which shall be paid to Seller as consideration for this Agreement). If the sale and purchase of the Property is not closed because of a breach by Purchaser, then and in such event, the disbursement of the Deposit and the respective rights of the Parties shall be as set forth in Section 10 hereof. If the sale and purchase of the Property is not closed because of a breach hereof by Seller, the disbursement of the Deposit and the respective rights of the parties shall be as set forth in Section 10 hereof.

2.3 The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Agreement or the Deposit becomes

involved in litigation, to pay over the Deposit to the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorizes the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to pay over the Deposit to the clerk of that court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder. All costs of such proceedings, together with reasonable attorneys' fees and costs incurred by Escrow Agent and the successful party or parties in connection therewith shall be paid by the unsuccessful party or parties to such proceedings.

2.4 The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its intentional misconduct or negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice or instruction is given.

2.5 The parties, jointly and severally to the fullest extent allowable by law that the Escrow Agent shall not have any liability to either of the parties for any loss, liability or expense incurred without negligence or bad faith on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under this Agreement. To the extent that the Escrow Agent incurs expenses or attorneys' fees in defending any claim for which it is not liable, it may recover such reasonable expenses or attorneys' fees from the Deposit. Purchaser agrees that the Purchase Price due from Purchaser shall be increased to account for reduction in the Deposit due Seller on account of the wrongful acts of Purchaser which give rise to recovery by Escrow Agent of its fees and expense from the Deposit. Seller agree that if it's wrongful acts results in Escrow Agent deducting expenses or fees from the Deposit due Purchaser under this Agreement, it will reimburse Purchaser for loss of the Deposit..

3. Purchase Price.

3.1 The purchase price shall be One Million Five Hundred Thousand and No/100ths Dollars (\$1,500,000.00) (the "Purchase Price").

3.2 The Purchase Price shall be paid at Closing in immediately available funds less a credit for the Deposit.

4. Closing Procedures

4.1 The consummation of the sale and purchase of the Property pursuant to the terms of this Agreement (the "Closing") shall take place on or before that date which is ten (10) calendar days following the expiration of the Inspection Period or the Extended Inspection Period, exercised pursuant to Section 6.1 below, whichever is last to occur, or such other date as may be mutually agreeable upon in writing by Seller and Purchaser ("Closing Date").

4.2 Purchaser shall give Seller and Escrow Agent notice of the Closing Date selected by Purchaser at least five (5) days prior thereto. The Closing shall be conducted in escrow, take place by mail or in the offices of The Newberry Law Firm, P.C.

4.3 On the Closing Date, Seller shall deliver to Purchaser the following:

(a) Transferable and recordable limited warranty deed conveying Good and Marketable Fee Simple Title to the Property using the legal description found in the chain of title as provided by the title company. "Good and Marketable Fee Simple Title" shall be: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Title Exceptions and (ii) insurable by a nationally recognized title insurance company of Purchaser's choice at then current standard rates with the standard printed exceptions therein deleted and without exception other than the Permitted Title Exceptions. As used in this Agreement, the term "Permitted Title Exceptions" means (i) current city, state and county ad valorem property and sanitary sewer taxes not yet due and payable, excluding, however, any special assessments applicable to public improvements, all such excluded items to remain the sole responsibility of the Seller to discharge at Closing or thereafter upon Purchaser's demand, if such items relate to the Seller's ownership of the Property, (ii) zoning, (iii) general utility, sewerage and drainage easements affecting the Property which do not interfere with Purchaser's intended use of the Property or impose obligations or burdens upon Purchaser greater than those typically associated with such easements, (iv) such other matters as Purchaser may approve or waive as not causing Seller's title to the property to be other than Good and Marketable Fee Simple Title. Notwithstanding the foregoing, Purchaser agrees that Seller shall only be required, at Closing, to satisfy any monetary liens which have been placed against the title to the Property by, through or under Seller (collectively "Seller Liens). Seller may, in its sole discretion, elect not to cure title defects, other than Seller Liens, even if such title defects are capable of being cured. Seller makes no warranties as to title other than those limited warranties conveyed by a limited warranty deed.

(b) Sufficient evidence that Seller is duly authorized to consummate the transaction, as required by the title company

(c) An affidavit setting forth that the Seller is not a foreign person or a foreign corporation and providing the Seller's United States Taxpayer Identification Number.

(d) A certification that all of the representations and warranties set forth in Section 12 hereof are true and correct as of the Closing Date.

(e) A Seller's Affidavit in the form attached hereto at Exhibit "C" and incorporated herein by reference.

(g) A Bill of Sale for personal property, if any.

(h) A Letter of Notice to all tenants, if any.

(i) Possession, use and occupancy of the Property subject to Seller's leasehold rights in the Property as discussed in Section 22. Prior to Closing, but with the express exception of such portion of the Property that Seller will lease from Purchaser pursuant to Section 22, Seller shall have removed all of Seller's personal property from the Property and the Property shall be delivered to Purchaser free of all trash, debris, rubble scrap lumber, sand or dirt piles or other waste materials on the Property. Improvements shall be left "broom clean."

(j) If required by law, a completed 1099-S Form duly executed by Seller or Seller's authorized agent and, in all events, the certification of Seller, in a form to be provided or approved by the Purchaser, signed by authorized representatives of the Seller under penalties of perjury, contained the Seller's U.S. Taxpayer Identification Number, the business address of the Seller, and a statement that the Seller is not a foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986, as amended.

4.4 On the Closing Date, Purchaser shall deliver to Seller:

- (a) The Purchase Price in cash or immediately available funds.
- (b) Sufficient evidence that the Purchaser is duly authorized to consummate the transaction.
- (c) All applicable closing documents as necessary to consummate the transaction.

4.5 Seller shall pay the State of Georgia transfer tax, recording fees for the limited warranty deed of conveyance and the cost of recording any title clearance documents, as well as its own attorney's fees and costs. Purchaser shall pay its own attorney's fees and costs, lender fees, recording fees for any loan/lender documents, costs of inspections and investigations of the Property, all title examination and title policy premium charges, all boundary and topographical survey charges and all other costs of closing.

4.6 Real and personal property taxes shall be prorated at closing. Seller shall pay prorated amount of all real and personal property taxes for 2019 and the entirety of any unpaid real and personal property tax for any prior years.

5. Survey. During the Inspection Period, Purchaser may have prepared, at Purchaser's expense, an accurate ALTA/ACSM survey of the Property by a surveyor registered under the laws of the State of Georgia and acceptable to Purchaser (the "Survey"). The Survey shall contain a computation of the acreage of the Property to the nearest one-hundredth (1/100th) of an acre, less any portion of the Property within (i) the right-of-way of any road way, and (ii) any transmission easements. If there is a discrepancy between the legal description found in the chain of title, as disclosed by the title company, and the legal description depicted on the Survey, the Parties agree that, in such instance, Seller shall provide Purchaser with a quit claim deed using the legal

description depicted on the Survey and a limited warranty deed to the Property as described in the chain of title and vesting deeds.

6. Inspection

6.1 Purchaser shall have the right to fully inspect the Property and all improvements thereon, as well as the documents of the Seller relating to the Property, for a period of time (the "Inspection Period") ending on the date which is ninety (90) days from the Effective Date. Further, Purchaser shall have the right, in its sole discretion, to extend the Inspection Period for one (1) time by an additional ninety (90) days by, prior to the end of the ninety (90) day Inspection Period ("Extended Inspection Period"), notifying Seller in writing and depositing with the Escrow Agent as additional deposit (the "Additional Deposit") of Fifteen Thousand and no/100 Dollars (\$15,000.00) ("Additional Deposit" and "Deposit" shall be collectively referred to herein as the "Deposit"). The Extended Inspection Period shall act to extend the Closing as the Closing shall be held on a date agreed to by Seller and Purchaser within ten (10) calendar days of the end of the Extended Inspection Period. Purchaser's examination of the Property shall include but not be limited to, and Purchaser's obligations under this Agreement shall be contingent upon satisfaction of, the following:

- (a) Title to the Property, as provided in Section 7 hereof;
- (b) Zoning, survey and topo being acceptable to Purchaser;
- (c) The physical condition of the Property and availability of all utilities and easements required for same being acceptable to Purchaser;
- (d) Environmental investigations, studies, audits or other tests conducted to determine the existence of hazardous material on the Property being acceptable to Purchaser.

During the Inspection Period or Extended Inspection Period, if applicable, Purchaser, Purchaser's agents, employees and independent contractors shall on advance notice to and consent of Seller, which consent shall not be unreasonably withheld or delayed, have the right to come onto the Property, at such time as reasonably designated by Seller, for the purpose of conducting the foregoing reports, inspections, examinations, tests and studies. To the extent as can be reasonably accommodated, such inspections shall be scheduled outside the normal business hours of Seller as it pertains to the Bank Tract. No such report, inspection, examination, test or study shall interfere with use of the Property by Seller or violate any law or regulation of any governmental entity having jurisdiction over the Property. Purchaser shall promptly provide Seller with copies of all documents resulting from or related to such reports, inspections, examinations, tests and studies and surveys performed with respect to the Property upon Purchaser's receipt of same. Notwithstanding the foregoing, Purchaser shall not conduct any invasive testing, including but not limited to any phase II environmental testing, or invasive building condition inspection and shall not otherwise disturb the condition of the Property without first obtaining the express written

permission of Seller. Purchaser agrees that Seller shall have no liability for and Purchaser shall agree to indemnify, defend and hold Seller harmless from any and all loss and expense (including, without limitation, attorney's fees) resulting from claims and damages (including, but not limited to, injury to, or death of persons, loss or damage to property, the performance of any labor or services for the Purchaser, or the release, escape, discharge, emission, spillage, seepage or leakage by Purchaser on or from the Property of any hazardous substance or any other violation by Purchaser of any environmental law) caused by, arising out of, or incurred in connection with the exercise by Purchaser or by its agents, its employees or its contractors of Purchaser's rights under this Section 6. Any provision of this Agreement to the contrary notwithstanding, the indemnification obligation of Purchaser under this Section 6 shall survive the Closing or any earlier termination of this Agreement. Prior to entering upon the Property, Purchaser shall obtain, maintain and provide Seller, or shall cause any consultant, contractor or other person entering the Property to obtain, maintain and provide Seller, with proof of comprehensive general liability insurance in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, naming Seller as an additional insured and with coverage reasonably satisfactory to Seller.

If Purchaser's examination of the Property and documents provided pursuant to this Agreement are unsatisfactory to Purchaser for any reason in Purchaser's sole discretion, then Purchaser shall have the right, exercisable in its sole discretion, to terminate this Agreement by notice to Seller and Escrow Agent given prior to the expiration of the Inspection Period, whereupon Escrow Agent shall return the Deposit (less \$100.00 to be paid to Seller as provided in Section 2.2) to Purchaser and no party hereto shall have any further rights, duties or obligations hereunder except as set forth in Section 20 hereof. Purchaser agrees to advise Seller from time to time of the progress of Purchaser's inspections. **IN THE EVENT THIS AGREEMENT IS TERMINATED PURSUANT TO THIS SECTION, ANY AND ALL INSTRUMENTS, DOCUMENTS OR REPORTS PROVIDED TO PURCHASER BY SELLER OR WHICH PURCHASER OBTAINED DURING ITS INSPECTION PERIOD SHALL BE IMMEDIATELY RETURNED TO SELLER; PROVIDED, HOWEVER, THAT PURCHASER (AND ANY CONTRACTOR PERFORMING ANY INSPECTION ON PURCHASER'S BEHALF) SHALL AT ALL TIMES KEEP THE CONTENTS OF ANY PHASE I OR PHASE II OR OTHER ENVIRONMENTAL REPORTS PREPARED BY OR ON BEHALF OF PURCHASER IN STRICT CONFIDENCE (FROM ALL THIRD-PARTIES, NOT LIMITED TO SELLER OR ANY GOVERNMENTAL AGENCY OR QUASI-GOVERNMENTAL AGENCY) AND TREAT THE SAME AS PRIVILEGED MATERIALS OF PURCHASER (SUBJECT TO THE ORDERS OF ANY COURT OF COMPETENT JURISDICTION OR OTHER LEGAL OBLIGATIONS OF DISCLOSURE), UNLESS SELLER SPECIFICALLY REQUESTS COPIES THEREOF BY WRITTEN NOTICE TO PURCHASER.**

7. **Title.** Purchaser shall have the Inspection Period, at Purchaser's expense, to examine the title to the Property and obtain an owner's title insurance commitment issued by a nationally recognized title insurance company of Purchaser's choice, together with copies of all exceptions listed therein. By the end of such Inspection Period, Purchaser shall furnish Seller with a written

statement of any and all title matters to which Purchaser objects (collectively "Purchaser's Title Objections"), including matters disclosed by the Survey, if then available (or if not then available, then within ten (10) business days of receipt of the Survey), affecting title to the Property. Purchaser shall also have the right to examine, or cause to be examined, title to the Property at any time or times after such initial title examination and prior to Closing and to have the Survey updated, and to furnish Seller with a written statement or statements (and shall furnish Seller with a copy of the commitment for title insurance and survey) of any and all additional Purchaser's Title Objections, which affect the title to the Property as aforesaid and which arise, first appear of record, or first become known to Purchaser from and after Purchaser's initial title examination. In the event Seller is unable or fails to cure Purchaser's Title Objections within fifteen calendar (15) days after delivery of written notice to Seller, Purchaser may elect either to: (i) waive such Purchaser's Title Objections, in which event the subject matter of such waived Purchaser's Title Objections shall become a Permitted Title Exception; (ii) terminate this Agreement, in which event the Deposit shall be immediately delivered to Purchaser and all rights and obligations of the Parties under this Agreement shall expire; or (iii) require Seller to pay, from proceeds of the sale, at Closing, any Purchaser's Title Objections which constitute a monetary Seller Lien capable of being cured by the payment of an ascertainable amount or by posting a bond or otherwise securing the release of same from application against the Property.

Notwithstanding the foregoing, Seller shall be required to pay or cause to be bonded, discharged or otherwise removed of record on or before the Closing Date any security deed, security interest or lien on the title to any of the Property which secures or evidences an indebtedness incurred by or at the direction of Seller. From and after the date of this Agreement and for the initial ninety (90) days following the date of this Agreement ("Exclusive Period"), Seller shall not, without the prior written consent of Purchaser, convey any portion of the Property or any rights therein, nor enter into any conveyance, security document, easement, lease or other agreement or amendment to agreement granting to any person or entity any rights with respect to the Property or any part thereof, or any interest whatsoever therein, or any option thereto, without the prior written consent of Purchaser, which may be withheld at Purchaser's sole discretion, and any such conveyance or other agreement entered into in violation of this shall be null and void and of no force or effect.

Each party shall deliver to Purchaser's title insurance company such duly executed and acknowledged or verified certificates, affidavits and other documents respecting the power and authority to perform the obligations hereunder, as Purchaser's title insurance company may reasonably request provided that such requests do not go beyond what Seller is attesting to and warranting in this Agreement or the limited warranty deed.

8. Risk of Loss and Insurance. Between the Effective Date and Closing, the risks and obligations of ownership and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller. In the event of the damage or destruction of any portion of the Property prior to Closing for reasons not related to damage or destruction of the Property as a result of Purchaser's actions, Purchaser shall have the right, within thirty (30) days of receipt of notice from Seller and at Purchaser's option, to terminate this Agreement by giving

written notice thereof to Seller prior to Closing, in which event the Deposit shall be refunded to Purchaser immediately upon request, all rights and obligations of the parties under this Agreement shall expire, except as otherwise provided, and this Agreement shall become null and void. If this Agreement is not otherwise terminated, the Purchase Price shall be reduced by the total of any insurance proceeds received by Seller prior to Closing by reason of such damage or destruction and, at Closing, Seller shall assign to Purchaser all insurance proceeds paid or payable thereafter by reason of such damage or destruction. Seller shall notify Purchaser of the damage or destruction of any portion of the Property within ten (10) days after Seller learns thereof.

9. Waiver of Conditions. Either party may at any time or times on or before the Closing Date at its election waive any obligation or condition benefiting only such party, but any such waiver shall be effective only if contained in a writing signed by the party making such waiver and delivered to the other party. Any such waiver shall be deemed a waiver of any and all claims against the other party relative to the obligation or condition so waived.

10. Default.

Purchaser's Default. In the event of default by Purchaser in the terms of this Agreement, as its sole and exclusive remedy, the Earnest Money shall be paid to Seller as full liquidated damages for such failure to close. It is hereby agreed that Seller's damages in the event of a default by Purchaser hereunder are uncertain and impossible to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. § 13-6-7, the parties acknowledging the difficulty of ascertaining Seller's damages in such circumstances, whereupon neither party hereto shall have any further rights, claims or liabilities hereunder, except for such provisions, if any, which are made to survive the termination of this Agreement. However, nothing in this Section shall limit, waive or affect Purchaser's indemnification obligations in Sections 6 and 14 of this Agreement and Seller's rights to be defended, indemnified and recover on such indemnity under Sections 6 and 14 of this Agreement.

Seller's Default. In the event the transaction contemplated hereby is not closed because of Seller's default, then as Purchaser's sole and exclusive remedy, Purchaser shall elect either (i) to receive the return of the Earnest Money, in which case and upon such return of the Earnest Money this Agreement shall automatically terminate and neither party hereto shall have any further rights, obligations, claims, or liabilities hereunder, except for such provisions, if any, which are made to survive the termination of this Agreement or (ii) to seek specific performance of this Agreement by the filing of a lawsuit within 90 days after the date of Seller's default, after which date Purchaser shall be deemed to have waived its right to seek specific performance of this Agreement. Purchaser hereby waives all other rights and remedies in the event of Seller's breach, whether at law or in equity.

IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR TO ANY OTHER PERSON CLAIMING THROUGH PURCHASER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY LOSS OF PROFITS, BUSINESS OR ANTICIPATED SAVINGS, WHETHER OR NOT SUCH CLAIMS HAVE ACCRUED AND WHETHER OR NOT

KNOWN OR SUSPECTED TO EXIST IN PURCHASER'S FAVOR). PURCHASER HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS FOR SUCH SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES AND AGREES NOT TO SUE UPON, ASSERT ANY THEORY OF LIABILITY FOR, OR OTHERWISE CLAIM OR SEEK ANY SUCH SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING ANY CLAIMS AT LAW, EQUITY, CONTRACT, TORT OR COMMON LAW.

11. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that Purchaser has duly and validly authorized and executed this Agreement, and has full right, title, power and authority to execute this Agreement and carry out all of its terms. Purchaser further represents that, at Closing, it shall have full power and authority to acquire and own the Property described in this Agreement.

12. Representations, Warranties and Covenants of Seller. Seller represents, warrants and covenants to and with Purchaser the following:

(a) To the actual knowledge of Seller, Seller is the sole owner of legal title to the Property subject only to the Permitted Title Exceptions, and Seller has Fee Simple Title to the Property subject to the Permitted Title Exceptions, and on the Closing Date Seller's title to the Property shall be Fee Simple Title subject to the Permitted Title Exceptions.

(b) Seller has duly and validly authorized and executed this Agreement, and has full right, title, power and authority to execute this Agreement and carry out all of its terms. The consummation of this transaction shall not constitute a default or breach under any agreement to which Seller is subject or by which it is bound.

(c) There are no parties presently in possession of the Property other than Seller who claim a right to possession by virtue of some agreement with Seller.

(d) To the actual knowledge of Seller, there is not now pending or threatened, to Seller's actual and/or constructive knowledge, any action, suit or proceeding (including, but not limited to, condemnation or similar proceedings) before any court or governmental agency or body whatsoever which would materially and adversely affect the Property. Seller shall give prompt notice to Purchaser of any such proceeding of which Seller receives notice prior to Closing.

(e) To the actual knowledge of Seller, Seller has received no notice of any special assessments for public improvements against the Property, either pending or proposed, or any pending or planned street improvements or modifications of any roadway adjacent to the Property (including, without limitation, construction of any proposed median) which would or might reasonably be expected to affect pedestrian or vehicular access to the Property.

(f) Seller is not involved in any voluntary or involuntary proceeding in bankruptcy.

(g) To the actual knowledge of Seller, no hazardous materials have been, are, or will be prior to the conveyance of the Property to Purchaser, contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the Property so as to constitute a violation of any Environmental Law (as defined below) as a result of commissions of Seller. As used herein, the term "Hazardous Materials" include without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), (42 U.S. C. Sections 96701, *et seq.*), the Hazardous Materials Transportation Act, (49 U.S. C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act (RCRA), (42 U.S. C. Sections 6901, *et seq.*), the Clean Water Act, (33 U.S. C. Sections 1251, *et seq.*), the Clean Air Act, (42 U.S. C. Sections 7401, *et seq.*), the Toxic Substances Control Act, (15 U.S. C. Sections 2601, *et seq.*), each such Act as amended from time to time, or in the rules, regulations and publications adopted and promulgated pursuant thereto, or in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended from time to time, or any other federal, state or local environmental law, ordinance, rule, or regulation nor or hereafter in effect (each, an "Environmental Law").

(h) Seller shall give immediate written notice to Purchaser of its receipt of any notice of a violation of any law, rule, regulation or order affecting the Property or of any notice of other claim relating to the condition of the Property, or of its discovery of any matter which would make the representations or warranties herein to be inaccurate or misleading in any respect.

(i) To the actual knowledge of Seller, there are no leases encumbering the Property.

For purposes of this Section 12, "the actual knowledge of Seller" shall mean the actual knowledge of Ed Hutchinson without investigation of inquiry. Seller shall affirm these warranties, representations and agreements at (and as of the date of) Closing, and they shall survive the Closing hereof.

13. **Condemnation.** Purchaser and Seller agree that if all or any portion of the Property is taken or threatened to be taken by eminent domain or condemnation prior to the Closing, then Purchaser shall have the right either (a) by failure to give notice of termination in writing to Seller within thirty (30) days after Purchaser receives notification in writing of such taking or contemplated taking, to require Seller to perform its obligations under this Agreement, without reduction in the Purchase Price, and to assign and deliver to Purchaser all of the award of rights

for such taking, or (b) by notice of termination to Seller within such thirty (30) day period, may terminate all obligations of the parties under this Agreement, require the return of the Deposit (including any amounts released to Seller as provided herein) and thereupon neither party shall have any obligation to the other except as specifically provided otherwise in this Agreement.

14. Commissions. Purchaser and Seller represent and warrant each to the other that they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate or other broker, agent or salesman, so as to create any legal right in any such broker, agent or salesman to claim a commission or similar fee with respect to the purchase and sale of the Property contemplated by this Agreement. Purchaser and Seller agree that in the event of a breach of this warranty and representation, the offending party shall reimburse to other party for any losses or reasonable attorneys' fees and costs of litigation through appellate proceedings and the Purchase Price shall be equitably adjusted up or down to account for such obligation depending on whether the offending party is the Seller or Purchaser. This section shall expressly survive the Closing under this Agreement.

15. Assignability. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Purchaser shall have the right to assign this Agreement to an affiliated entity owned or controlled by Purchaser (including any entity formed by Purchaser for the purpose of completing a Section 1031 like-kind exchange) upon obtaining Seller's commercially reasonable consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed, and the transaction contemplated by this Agreement shall be closed in the name of such assignee. In the event of such assignment, the assignee shall, as a condition to such assignment, assume in writing the obligations of Purchaser under this Agreement and agree that such assignee's use of the Property shall not include a use that would compete with the financial products and services offered by Seller on the Property, provided that Purchaser shall in no event be relieved from its obligation or liability under this Agreement. All other assignments of this Agreement by Purchaser are prohibited without the prior written consent of Seller.

16. Notices. Any notice, demand or document which either party is required or may desire to give or deliver to or make upon the other party shall, in the case of a notice or demand, be in writing and sent by facsimile transmission, hand delivery, by commercial delivery service (such as Federal Express), via electronic mail to the electronic mail address specifically listed below, with electronic delivery confirmation or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to such party at its address set forth hereinbelow, subject to the right of either party to designate a different address by notice similarly given. All notices shall be courtesy copied via e-mail. Any notice, demand or document so given shall be deemed delivered or made upon receipt at such address, or on the date of delivery by a hand delivery or by a commercial delivery service (if guaranteed overnight for next day delivery by such commercial delivery service), or if mailed, three (3) days after postmarked by the U.S. Postal Service, or on the date of the fax transmission.

All notices should be sent:

If to Purchaser:

Board of Commissioners of Effingham County, Georgia
Attention: County Administrator
601 North Laurel Street
Springfield, Georgia 31329

With a copy to:

The Newberry Law Firm, P.C.
Attention: Edward L. Newberry, Jr., Esq.
129 North Laurel Street (physical address only)
Post Office Box 790
Springfield, Georgia 31329

If to Seller:

Renasant Bank
Attn: Ed Hutchinson
3295 Inner Perimeter Rd.
Valdosta, GA 31602

With a copy to:

Renasant Bank
Attn: Steve Corban
209 Troy Street
Tupelo, MS 38804

17. Other Documents. The Seller agrees to cooperate in good faith in order to accomplish the objectives of this Agreement and will execute and deliver, from time to time, any other instruments and documents as may be required by any title company and/or Purchaser's lender provided that such requests do not go beyond what Seller is attesting to and warranting in this Agreement or the limited warranty deed.

18. Survival of Agreement. Except as expressly provided herein, the covenants, obligations, representations, warranties and agreements contained in this Agreement shall not survive the execution and delivery of the limited warranty deed and shall be merged therein.

19. Effect on Invalidation. If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity and enforceability of the other provisions hereof, and this Agreement shall be construed as though such invalid, illegal or unenforceable provision had never been contained herein.

20. Miscellaneous.

20.1 This Agreement contains the entire agreement between the Parties in respect to the matters herein set forth, supersedes all prior agreements between the parties with respect thereto, and may not be modified, amended or terminated except by written agreement signed by both Purchaser and Seller. This Agreement shall not be modified or amended in any respect except by a written amendment executed by an executive officer of Seller and by an authorized signer of Purchaser and otherwise in substantially the same form of this Agreement. This Agreement may not be amended by electronic mail or by any oral agreement.

20.2 This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same agreement of the parties. Captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. In order to facilitate the executions of this Agreement, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format shall be as effective as original manual signatures on this Agreement.

20.3 This Agreement and the transactions contemplated herein shall be governed by and construed under the laws of the State of Georgia. Time is of the essence of this Agreement.

20.4 Except as otherwise specifically provided herein, no waiver by either party of any breach by the other of any provision of this Agreement shall be deemed or construed to be a waiver of any subsequent or continuing breach of the same or any other provision of this Agreement; except as otherwise specifically provided herein, nor shall any forbearance by either party from the exercise of a remedy for any such breach be deemed or construed to be a waiver by such party of any of its rights or remedies with respect to such breach.

20.5 The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been represented by counsel of its own selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby expressly waive and disclaim in connection with the interpretation and construction of the Agreement, any rule of law or procedure requiring otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared this Agreement or any earlier draft of this Agreement.

20.6 In the event any term or provision of this Agreement is determined by the appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

20.7 In the event of any litigation arising out of this Agreement, the party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other party its reasonable attorney's fees and expenses incurred as a result of such litigation whether before, during or after trial and on appeal, including but not limited to all court costs, and all paralegal fees. This paragraph shall survive Closing or the early termination of this Agreement.

21. Binding Agreement. This Agreement is not binding until it is approved by the Board of Commissioners of Effingham County, Georgia at a called meeting.

Further, this Agreement and the transactions contemplated herein is contingent upon Seller receiving approval of this Agreement from its board of directors.

22. Special Stipulations. Seller shall have the option to lease back a portion of the Bank Tract to operate the bank in the same location in which the Seller currently operates up to three years from the date of sale. The leased portion will be the first floor main customer service banking area which is approximately 5,092 heated square feet. There will be no rent for months 1-12 after the closing date. Seller shall be responsible for all utilities and maintenance costs for building area that it uses along with outdoor parking lot and landscaping. Seller shall pay rent in the amount of \$7.00 per square foot of heated space (approximately 5092) for months 13-36. The parties shall agree on a lease agreement and covenant to negotiate in good faith on a lease agreement during the Inspection Period or Extended Inspection Period, if applicable. In the event the Seller and Purchaser cannot agree on the terms of such lease agreement, Purchaser and Seller shall have a right to terminate their Agreement on written notice to the other party delivered prior to Closing, in which event, the Deposit and Additional Deposit shall be returned to Purchaser, and each party shall be released from all obligations hereunder except those that expressly survive termination.

23. PROPERTY SOLD "AS-IS"; RELEASES OF PURCHASER.

(a) THE PURCHASER ACKNOWLEDGES AND AGREES THAT OTHER THAN THE LIMITED REPRESENTATIONS SET FORTH IN SECTION 12 OF THIS AGREEMENT THE SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO PURCHASER, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES (I) AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OR ANY IMPROVEMENTS THEREON, (II) AS TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, OR (III) AS TO THE SUITABILITY OF THE PROPERTY OR THE INVESTMENT FOR PURCHASER. THE PURCHASER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY AND ANY IMPROVEMENTS THEREON ARE CONVEYED "AS IS" AND "WITH ALL FAULTS", AND THE SELLER EXPRESSLY DISCLAIMS, AND THE PURCHASER ACKNOWLEDGES AND ACCEPTS THAT THE SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL, OR WRITTEN, EXPRESS OR IMPLIED (OTHER THAN THE LIMITED REPRESENTATIONS SET FORTH IN SECTION 12 OF THIS AGREEMENT), INCLUDING, WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING:

(i) THE VALUE, CONDITION, PAST USE OR PRESENT USE, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY AND ANY IMPROVEMENTS THERETO.

(ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS,

(iii) THE SURFACE OR SUBSURFACE CONDITION OF THE PROPERTY, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE ZONING OF THE PROPERTY, OR THE SUFFICIENCY, ACCESSIBILITY AND CAPACITY OF UTILITIES FOR PURCHASER'S INTENDED USE OF THE PROPERTY,

(iv) THE MANNER OF REPAIR, QUALITY, STATE OR REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND

(v) THE COMPLIANCE OF THE PROPERTY AND ANY IMPROVEMENTS ON THE PROPERTY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO ANY ACCESSIBILITY LAWS, RULES AND REGULATIONS.

(b) PURCHASER HEREBY VOLUNTARILY AND KNOWINGLY WAIVES, RELEASES AND FOREVER DISCHARGES SELLER FROM AND AGAINST ANY AND ALL RIGHTS, CLAIMS, DEMANDS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS OR EXPENSES OF WHATEVER KIND OR NATURE, EXISTING AND FUTURE, CONTINGENT OR OTHERWISE (INCLUDING ANY ACTION OR PROCEEDING, BROUGHT OR THREATENED, OR ORDERED BY ANY GOVERNMENTAL ENTITY) AT LAW OR IN EQUITY, WHETHER ARISING FROM CONTRACT, TORT, COMMON LAW, OR BY STATUTE, WHETHER MADE, SUFFERED OR INCURRED BY PURCHASER OR ANY OF ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS AND WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS AGREEMENT, WHICH PURCHASER HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, ECONOMIC PERFORMANCE OF THE PROPERTY, THE ZONING OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) ANY OF THE MATTERS REFERENCED IN PARAGRAPH 14(A) OF THIS AGREEMENT, (II) ANY CLAIM FOR INDEMNIFICATION, CONTRIBUTION OR OTHERWISE ARISING UNDER ANY HAZARDOUS MATERIALS LAWS OR RELATING TO THE PRESENCE, MISUSE, USE, DISPOSAL, RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS MATERIALS, CHEMICALS OR WASTES AT THE PROPERTY, (III) THE PRESENCE OR ABSENCE OF MOLD, SPORES, FUNGI, POLLEN OR OTHER BOTANICAL ALLERGENS AT THE PROPERTY, OR (IV) ANY OTHER CAUSE OF ACTION BASED ON ANY OTHER STATE, LOCAL, OR FEDERAL HAZARDOUS MATERIALS LAW, RULE OR REGULATION. PURCHASER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER, RELEASE AND DISCHARGE INCLUDES ALL CLAIMS AND MATTERS WHICH ARE UNKNOWN TO PURCHASER AS OF THE AGREEMENT DATE AND THE CLOSING. PURCHASER FURTHER ASSUMES THE RISK OF CHANGES IN ENVIRONMENTAL OR HAZARDOUS MATERIALS LAWS AS THEY MAY RELATE TO PAST, PRESENT, OR FUTURE ENVIRONMENTAL CONDITIONS AT OR ABOUT THE PROPERTY, AS WELL AS THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING THE PRESENCE OF HAZARDOUS MATERIALS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS.

(c) PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY BROKER, AGENT OR REPRESENTATIVE OF SELLER HAS ACTED AS AN INVESTMENT, LEGAL, TAX OR FINANCIAL ADVISER TO PURCHASER IN ANY RESPECT OR OTHERWISE PROVIDED PURCHASER WITH ANY INVESTMENT, LEGAL, TAX, OR FINANCIAL

ADVICE OF ANY NATURE WHATSOEVER. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, FURNISHED BY ANY EMPLOYEE OF SELLER, ANY BROKER, AGENT, EMPLOYEE OF ANY BROKER OR AGENT, OR ANY OTHER PERSON WHATSOEVER. ALL SUCH RISKS ARE TO BE BORNE BY PURCHASER AND PURCHASER IS RELYING SOLELY ON ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY AND OWN INVESTIGATIONS WITH RESPECT THERETO AND NOT ON ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION OR WARRANTY MADE BY SELLER, ANY EMPLOYEE OF SELLER OR ANYONE ACTING OR CLAIMING TO ACT ON BEHALF OF SELLER, OR ANY BROKER, EXCEPT FOR THE LIMITED REPRESENTATIONS SET FORTH IN SECTION 12 OF THIS AGREEMENT.

(d) ALL PROVISIONS OF THIS SECTION 15 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE DEED OR OTHER CLOSING DOCUMENTS. PURCHASER HEREBY SPECIFICALLY ACKNOWLEDGES THAT PURCHASER HAS CAREFULLY REVIEWED THIS SECTION 23 AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL AND THAT THE PROVISIONS OF SECTION 12 ARE A MATERIAL PART OF THIS AGREEMENT AND PLAYED A MATERIAL PART IN DETERMINING THE PURCHASE PRICE SELLER IS WILLING TO ACCEPT FOR THE PROPERTY.

24. Limitation on Indemnification.

Any portion of this Agreement regarding indemnification applies only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688 (2003).

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement as of the date and year first above written.

SELLER:

RENASANT BANK

By:

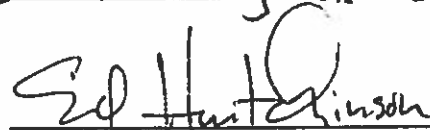


Its:

South Ga. Regional Pres.

Attest:

By:




Its:

Southeast GA Division Pres.

PURCHASER:

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

By: 
Wesley Corbitt
Its: Chairman

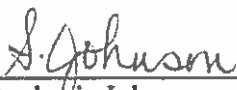
Attest: 
Stephanie Johnson
Its: County Clerk

Exhibit B

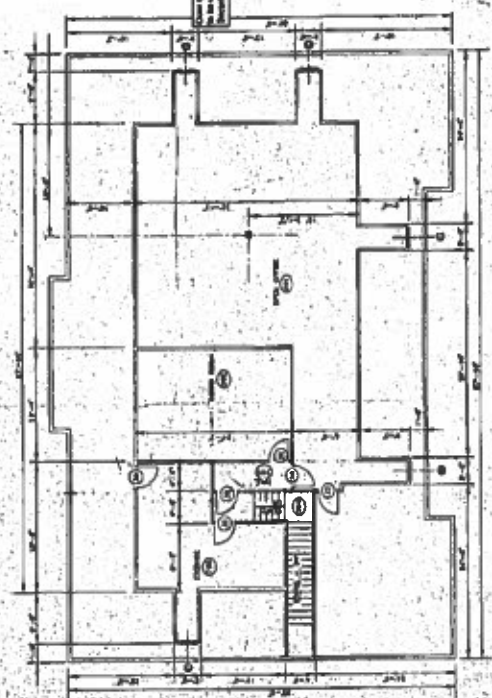
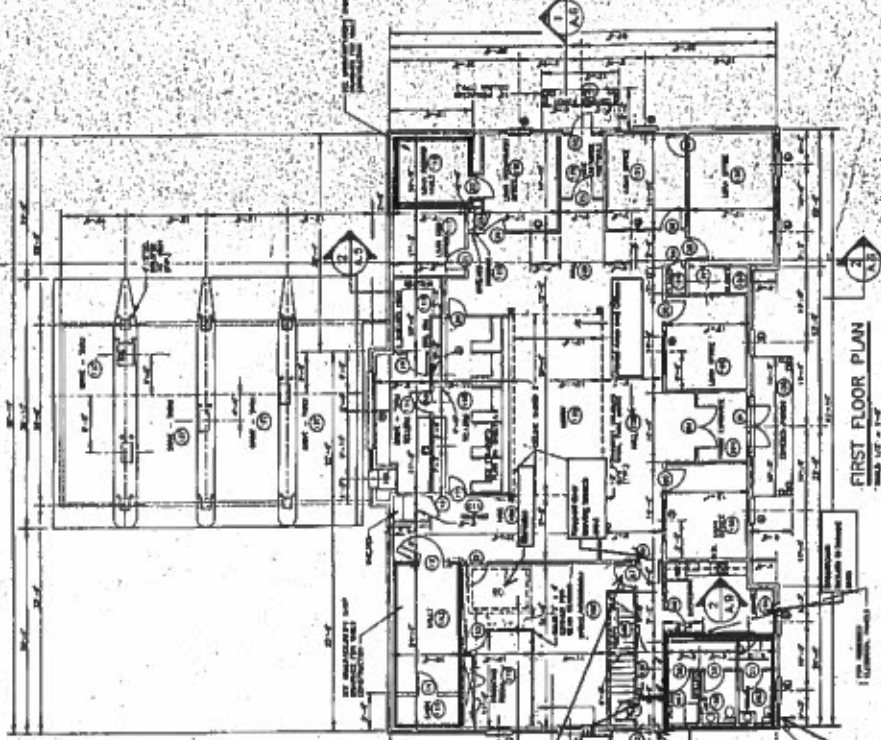
PLAT OF BUILDING 1

JOHN T. BLEWETT, P.E.
CONSULTING ENGINEER
CORPORATE - ELECTRICAL - CONSULTING

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

CITIZENS BANK OF EFFINGHAM
SPRINGFIELD - MAIN OFFICE
642 SOUTH MARSH STREET
SPRINGFIELD, GEORGIA

A.2
15 OF 23



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE ARCHITECT'S CONTRACT DOCUMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING ENVIRONMENT AT ALL TIMES.
9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING FINISHES AND STRUCTURES.
11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
12. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING ENVIRONMENT AT ALL TIMES.
13. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING FINISHES AND STRUCTURES.
15. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

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EXHIBIT
B

EXHIBIT C

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT ("*Agreement*") is between Board of Commissioners of Effingham County, Georgia ("*Lessor*") and Renasant Bank ("*Lessee*").

WITNESSETH:

- A. Lessor and Lessee executed a certain Lease dated 12/30/19 (the "*Lease*").
- B. Lessor and Lessee desire to set forth in writing certain matters concerning the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the parties agree as follows:

- 1. The Commencement Date occurred on 12/30/19 ;
- 2. The Lease Term of the Lease expires on 12/30/22 ;
- 3. Tenant has accepted possession of the Leased Premises pursuant to the Lease..

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written.

LESSOR:

By: _____
Name: _____
Title: _____



LESSEE:

By: _____
Name: _____
Title: _____

EXHIBIT C

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT ("Agreement") is between Board of Commissioners of Effingham County, Georgia ("Lessor") and Renasant Bank ("Lessee").

WITNESSETH:

- A. Lessor and Lessee executed a certain Lease dated 12/30/19 (the "Lease").
- B. Lessor and Lessee desire to set forth in writing certain matters concerning the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the parties agree as follows:

- 1. The Commencement Date occurred on 12/30/19;
- 2. The Lease Term of the Lease expires on 12/30/22;
- 3. Tenant has accepted possession of the Leased Premises pursuant to the Lease..

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written.

LESSOR:

By: Wesley M. Carberry
Name: _____
Title: _____

LESSEE:

By: [Signature]
Name: Ed Hurlbutson
Title: Southwest GA Div. Pres.

FIRST AMENDMENT TO LEASE

This **FIRST AMENDMENT TO LEASE** (“the Amendment”) is made and entered into as of the 21st day of June, 2022 (the “Effective Date”), between **The Board of Commissioners of Effingham County, Georgia** (“Landlord”), and **Renasant Bank, a Mississippi banking corporation** (“Tenant”), under the following circumstances:

A. Landlord and Tenant are parties to that certain Lease Agreement dated December 30, 2019 which had a term of three (3) years ending on December 30, 2022 (the “Lease”).

B. Landlord has agreed to grant Tenant one (1) option extend the term for an additional three (3) months as provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements in this Amendment, the parties agree as follows:

1. **Option to Extend.** Effective as of the Effective Date, Landlord grants Tenant one (1) option to extend (the “Option to Extend”). The Option to Extend, if exercised, shall be for three (3) months which shall commence on December 30, 2022 and expire on March 31, 2023 (the “Extended Term”) provided (i) there is no uncured Event of Default on the date Tenant delivers the Option Notice, (ii) Tenant is occupying the Premises, and (iii) Tenant exercises the applicable Option to Extend as set forth below. The Extended Term, if the Option to Extend is exercised, shall commence on the day following the expiration date of the existing term, with no gap. Tenant may exercise the Option to Extend only by delivering written notice of exercise to Landlord no later than three (3) months prior to the expiration date of the existing term. The monthly Base Rent for the Extended Term shall be of **\$5,833.33** per month. All terms and conditions for the Extended Term of the Lease shall be the same as present in the Lease except as modified in this Amendment.

2. **Brokers.** Landlord and Tenant each warrant to the other that in connection with this Amendment and Extended Term neither has employed or dealt with any broker, agent or finder. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt. Landlord shall indemnify and hold Tenant harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Landlord or with whom Landlord has dealt, other than the Brokers

3. **Incorporation of Terms of the Lease.** Except as specifically modified or amended in this Amendment, the provisions, conditions and terms of the Lease remain unchanged and are in full force and effect for the remainder of the Extended Term any further extension thereof, if exercised. All capitalized terms used in this Amendment but not defined herein have the meanings given in the Lease.

4. **Miscellaneous.** This Amendment is deemed to be incorporated into the Lease by reference as of the date of this Amendment. To the extent the provisions of this Amendment are inconsistent with the Lease, the terms of the Amendment shall control. This Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Furthermore, the parties agree that this Amendment and/or its counterpart may be delivered by facsimile or electronic transmission in a PDF format and that delivery of an executed copy hereof by facsimile or electronic transmission in a PDF format shall constitute delivery of an original and shall be binding upon the delivery party in the same manner as a manual signature.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment the day and year written by the signatures of their representatives below.

LANDLORD:

The Board of Commissioners of
Effingham County, Georgia

By: Wesley M. Corbitt
Printed Name: Wesley M. Corbitt
Title: Chairman
Date: 06/21/2022

TENANT:

RENASANT BANK

By: Mia Thompson
Printed Name: Mia Thompson
Title: Market President
Date: 6-21-2022

SECOND AMENDMENT TO LEASE

This **SECOND AMENDMENT TO LEASE** (“the Second Amendment”) is made and entered into as of the 3rd day of January, 2023 (the “Effective Date”), between **The Board of Commissioners of Effingham County, Georgia** (“Landlord”), and **Renasant Bank, a Mississippi banking corporation** (“Tenant”), under the following circumstances:

A. Landlord and Tenant are parties to that certain Lease Agreement dated December 30, 2019 which had a term of three (3) years ending on December 30, 2022 (the “Lease”) as amended by that certain First Amendment to Lease dated June 21, 2022 (the “First Amendment”) and as further extended by Tenant’s exercise of an Option to Extend via letter dated July 14, 2022 (the “Option”) (Lease, First Amendment and Option collectively referred to herein as the “Lease”).

B. The Lease is set to expire on March 31, 2023.

C. By this Second Amendment, Landlord and Tenant desire to extend the term of the Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements in this Second Amendment, the parties agree as follows:

1. Extension of Lease Term. That the Lease Term, rather than expiring on March 31, 2023, shall be and hereby is extended an additional three (3) months and will now terminate on June 30, 2023 (the “Extended Lease Term”). All terms and conditions for the Extended Lease Term shall be the same as present in the Lease except as modified in this Second Amendment. The monthly base rental due from Tenant to Landlord for the Extended Lease Term shall be Five Thousand Eight Hundred Thirty-three and 33/100 (\$5,833.33) Dollars per month

2. Incorporation of Terms of the Lease. Except as specifically modified or amended in this Second Amendment, the provisions, conditions and terms of the Lease remain unchanged and are in full force and effect for the remainder of the Extended Term any further extension thereof, if exercised. All capitalized terms used in this Second Amendment but not defined herein have the meanings given in the Lease.

3. **Miscellaneous**. This Second Amendment is deemed to be incorporated into the Lease by reference as of the date of this Second Amendment. To the extent the provisions of this Second Amendment are inconsistent with the Lease, the terms of the Second Amendment shall control. This Second Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Furthermore, the parties agree that this Amendment and/or its counterpart may be delivered by facsimile or electronic transmission in a PDF formant and that delivery of an executed copy hereof by facsimile or electronic transmission in a PDF format shall constitute

delivery of an original and shall be binding upon the delivery party in the same manner as a manual signature.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment the day and year written by the signatures of their representatives below.

LANDLORD:

**The Board of Commissioners of
Effingham County, Georgia**

By: Wesley M. Corbitt
Printed Name: Wesley M. Corbitt
Title: Chairman
Date: 01/03/2023

TENANT:

RENASANT BANK

By: Tori Johnson
Printed Name: Tori Johnson
Title: Branch Manager
Date: 1/17/23

THIRD AMENDMENT TO LEASE

This **THIRD AMENDMENT TO LEASE** (“the Third Amendment”) is made and entered into as of the 21st day of March, 2023 (the “Effective Date”), between **The Board of Commissioners of Effingham County, Georgia** (“Landlord”), and **Renasant Bank, a Mississippi banking corporation** (“Tenant”), under the following circumstances:

A. Landlord and Tenant are parties to that certain Lease Agreement dated December 30, 2019 which had a term of three (3) years ending on December 30, 2022 (the “Lease”) as amended by that certain First Amendment to Lease dated June 21, 2022 (the “First Amendment”), as further extended by Tenant’s exercise of an Option to Extend via letter dated July 14, 2022 (the “Option”), and as further extended by that Second Amendment to Lease dated January 3, 2023 (the “Second Amendment”) (Lease, First Amendment, Option and Second Amendment collectively referred to herein as the “Lease”).

B. The Lease is set to expire on June 30, 2023.

C. By this Third Amendment, Landlord and Tenant desire to extend the term of the Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements in this Third Amendment, the parties agree as follows:

1. Extension of Lease Term. That the Lease Term, rather than expiring on June 30, 2023, shall be and hereby is extended an additional two (2) months and will now terminate on August 31, 2023 (the “Extended Lease Term”). All terms and conditions for the Extended Lease Term shall be the same as present in the Lease except as modified in this Third Amendment. The monthly base rental due from Tenant to Landlord for the Extended Lease Term shall be Five Thousand Eight Hundred Thirty-three and 33/100 (\$5,833.33) Dollars per month

2. Incorporation of Terms of the Lease. Except as specifically modified or amended in this Third Amendment, the provisions, conditions and terms of the Lease remain unchanged and are in full force and effect for the remainder of the Extended Term any further extension thereof, if exercised. All capitalized terms used in this Third Amendment but not defined herein have the meanings given in the Lease.

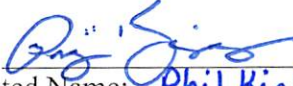
3. **Miscellaneous**. This Third Amendment is deemed to be incorporated into the Lease by reference as of the date of this Third Amendment. To the extent the provisions of this Third Amendment are inconsistent with the Lease, the terms of the Third Amendment shall control. This Third Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Furthermore, the parties agree that this Amendment and/or its counterpart may be delivered by facsimile or electronic transmission in a PDF format and that delivery of an executed copy hereof by facsimile or electronic transmission in a PDF format shall constitute

delivery of an original and shall be binding upon the delivery party in the same manner as a manual signature.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Third Amendment the day and year written by the signatures of their representatives below.

LANDLORD:

**The Board of Commissioners of
Effingham County, Georgia**

By: 
Printed Name: Phil Kieffer
Title: Vice Chairman
Date: 03/21/2023

TENANT:

RENASANT BANK

By: _____
Printed Name: _____
Title: _____
Date: _____