



GAW Labs
Warehouse/Office LEASE
BASIC LEASE INFORMATION

Lease Date: November 1 20 14

Tenant: GAW Labs

Address of Tenant: 22 Millbranch Road Suite 800 Hattiesburg, MS 49402
Slidell, Louisiana 70461

Contact: Joe Mordica Telephone: 601-408-8992

Landlord: P & H Properties LLC Telephone: 601-909-2479

Address of Landlord: P. O. Box 18457
Hattiesburg, MS 39402

Contact: Eric “Poncho” James Telephone: 601-909-2479

Demised Premises:
15,000 Sq Ft of W/H Space and one office located at 117 Central Industrial Park, Purvis, MS 39465 Lamar County

Lease Term:
The period commencing on November 1, 20 14 (the “Commencement Date”) or on such earlier date as Tenant may occupy the premises with Landlord’s prior written consent, and continuing for Each calendar months thereafter; provided however, if the term of this lease deemed to have commenced on a date other than the first day of a calendar month, the lease term shall consist of N/A calendar months in addition to the remainder of the calendar month during which this lease is deemed to have commenced.

Option Periods: None

Basic Rental: 46000.00 /month.

Base Rent Increase: \$ N/A per year during base lease term and options.

Security Deposit: \$ N/A

Rentable square feet of space in the Building: 150,000 SF

Rentable square feet in the Demised Premises: 150,000 SF

Permitted Use: W/H Computer Operations/Technical Services

Landlord Responsibilities: Foundation, roof and structural.

Tenant Responsibilities: GAW share of all Utilities

The foregoing Basic Lease Information is hereby incorporated into and made part of the lease identified hereinabove. Each referenced in the lease to any of the information and definitions set forth in the Basic Lease Information shall mean and refer to the information and definitions hereinabove set forth and shall be used in conjunction with and limited by all references thereto in the provisions of the lease. In the event of any conflict between Basic Lease Information and the lease, the lease shall control.

The rentable area is defined as the gross area within the inside surface of the outer glass of the exterior walls, to the mid-point of any walls separating portions of the Premises from those of adjacent tenants and is the outside surface of walls separating the Premises from common areas and core areas.

GAW Labs Rental Contract

THIS LEASE is made this 1 day of November, 20 14

by and between P & H Properties LLC hereinafter called
“Landlord” and GAW Labs/ Joe Mordica hereinafter called “Tenant”.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, Suite(s)

No. A on the N/A floor, containing 15,000 and one Office Aprox 500 Sq FT
square feet (hereinafter called the “Premises”) in the building located at 117 Central Industrial
Park Purvis, MS 39465 (hereinafter called the “Building”) for the term and upon the
conditions and agreements hereinafter set forth.

1. TERM

This lease is based on a Month to Month Agreement

2. RENT

Tenant shall pay to Landlord a total rental of Forty Six Hundred Dollars per Month, Dollars,
payable on the first day of each month beginning November 1, 2014 at the office of the
Landlord or at such other place as Landlord may from time to time designate in writing. If the
Premises are occupied for a fraction of a month at the beginning or end of the term, Tenant shall
pay a proportionate part of the applicable monthly installment.


2.1 LATE FEES: Rent is payable on or before the 1st of each month, rent
received after the 5th of the month will incur a late charge equal to 5% of the amount due

2.2 UTILITIES: Tenant responsible for janitorial, utilities and name signs or plates.

All Electrical Upgrades as well as GAW Labs share of Landlord Metered Electrical use.

3. SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with Landlord the sum of
(\$ N/A) Dollars as security for the faithful performance of every provision of this
Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease,
including but not limited to the provisions relating to the payment of rent or Additional Rent,
Landlord may use, apply or retain all or any part of this security deposit for the payment of any
other amount which the Landlord may spend or become obligated to spend by reason of Tenant’s
default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after
written demand therefore, deposit cash with Landlord in an amount sufficient to restore the
security deposit to its original amount and Tenant’s failure to do so shall be a material breach of

 this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by Tenant, the security deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Lease term.

4. USE OF PREMISES

Tenant shall use and occupy the Premises a business W/H and Office for computer operations and storage. Tenant shall not use or occupy the Premises in violation of law or of the certificate of occupancy issued for the Building of which the Premises are a part, and shall, upon five (5) days' written notice from Landlord discontinue any use of the Premises which is declared by either any governmental authority having jurisdiction or the Landlord to be a violation of law or of said certificate of occupancy of the Premises or with respect to the use or occupation thereof.

Tenant shall not do nor permit to be done anything which will invalidate or increase the cost of any fire and extended coverage insurance policy covering the Building and/or property located therein and shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this paragraph, provided Tenant has received from Landlord prior written notice of such failure to comply.

5. BUILDING SERVICES

Tenant agrees to pay all separately metered utilities required and used by Tenant in the leased Premises. All utilities for the Premises which are not separately metered as well as all utilities for the common areas of the Building and maintenance services will be paid for by the Landlord, except for what is specified in Article 2.2. If Tenant shall make any alterations, improvements or additions to the Premises, Landlord may require Tenant, at the expiration of this Lease, to restore the Premises to substantially the same condition as existed at the commencement of the term hereof. Any mechanic's or materialmen's lien filed against the Premises or any other property of Landlord arising out of work done for, or materials furnished to tenant shall be discharged, bonded over, or otherwise satisfied by Tenant within ten (10) days at Tenant's expense. If Tenant fails to discharge, bond over, or otherwise satisfy any such lien, Landlord may do so at Tenant's expense and the amount expended, including reasonable

attorney's fees, by Landlord in so doing shall be collectible as additional rent and shall be paid by Tenant within fifteen (15) days after Landlord submits a bill to Tenant thereof.

7. DAMAGE TO PROPERTY – INJURY TO PERSONS

Tenant shall and hereby does indemnify and hold Landlord harmless from and against any and all claims arising from 1) Tenant's use of the Premises for the conduct of his business or profession, 2) any activity, work, or thing done, permitted or suffered by the Tenant in or about the Premises, 3) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or 4) any act or negligence of the Tenant, or of its agents or employees and Tenant shall and hereby does further indemnify and hold Landlord harmless from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense.

During the term thereof Tenant shall maintain public liability insurance on the Premises of at least \$500,000.00 for injury or death to any one person, \$1,000,000.00 for any one accident, and \$100,000.00 with respect to damage to property and with full coverage for plate glass. As evidence thereof, Tenant shall provide to Landlord current Certificates of Insurance evidencing such coverage during the term hereof.

At such time as has knowledge, Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building or defects therein or in the fixtures or equipment.

8. ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or by operation of law, sell, hypothecate, assign or transfer this Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by anyone other than Tenant or Tenant's employees, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld. Notwithstanding the above, Tenant may assign or transfer this Lease to a wholly owned subsidiary or to an entity that controls or is under common control of Tenant. Any sale, assignment, mortgage transfer or subletting of this Lease which is not in compliance with the provisions of this Article 9 shall be void and shall, at the option of Landlord, terminate this Lease.

9. DAMAGE OR DESTRUCTION

If the Premises or the Building of which they are a part is damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord, provided such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of his business or profession (but there shall be no abatement of rent by reason of any portion of the Premises being unusable for a period equal to one day or less). If the damage is due to the fault or neglect of Tenant or his employees, there shall be no abatement of rent.

If such repairs cannot, in Landlord's opinion, be made within sixty (60) days or if Landlord does not so elect to make such repairs which cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this Lease as of the date of the occurrence of such damage. Landlord's election to make such repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage. A total destruction of the Building in which the Premises are located shall automatically terminate this Lease.

10. EMINENT DOMAIN

If the whole of the Premises or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such condemnation, together with any and all rights of Tenant or hereafter arising in or to the same or any part thereof, provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and/or for the interruption or damage to Tenant's business or profession and/or for Tenant's unamortized cost of leasehold improvements.

11. DEFAULTS

The occurrence of any of the following shall constitute a material default and breach of this Lease:

1.1 The vacating or abandonment of the Premises by Tenant.

1.2 A failure by Tenant to pay the rent, or to make any other payment required to be made by Tenant hereunder, when due, or within ten (10) days thereafter.

- 1.3 A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant.**
- 1.4 The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in case of a petition filed against Tenant), the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged with thirty (30) days.**
- 1.5 Tenant shall not be in default in the performance of any obligation provided herein, except with reference to the payment of rent and Additional Rent, unless and until Tenant has failed to perform such obligation within thirty (30) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to perform such obligation provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for its performance, then Tenant shall not be deemed to be in default if it shall commence such performance within such thirty-day period and thereafter diligently prosecute the same to completion.**

12. REMEDIES

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

- 1.1 Landlord can continue this Lease in full force and effect and shall have the right to collect rent and Additional Rent when due. During the period Tenant is in default, Landlord can re-enter the Premises with or without legal process and relet them, or any part of them, the third parties for Tenant's account, and Tenant hereby expressly waives any and all claims for damages by reason of such re-entry as well as any and all claims for damages by reason of any distress warrants or proceedings by way of sequestration which Lessor may employ to recover said rents except for damages caused by the negligent act, error or omission of Landlord. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers'**

commissions, expenses of remodeling the Premises required by the reletting, and like costs.

Reletting can be for a period shorter or longer than the remaining term of this Lease.

Tenant shall pay to Landlord the rent and Additional Rent due under this Lease on the dates such rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. However, in no event shall the Landlord be under any obligation to relet the Premises.

- 1.2 Landlord can terminate this Lease at any time for cause. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, including reasonable counsel fees, incurred by the Landlord in recovering possession of the Premises and all reasonable costs and charges for the care of the Premises while vacant, as well as the amount by which the entire rent and Additional Rent for the remainder of the term exceeds the loss of rent that Tenant proves could have been reasonably avoided.
- Should any of these remedies, or any portion thereof, not be permitted by the laws of the state in which the Building is situated, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect, and Landlord may avail itself of these as well as any other remedies or damages allowed by law.

2. DEFAULT BY LANDLORD; TENANT'S REMEDY

Landlord shall not be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation provided, however, that if the nature of Landlord'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-day period and thereafter diligently prosecute the same to completion.

In the event Landlord fails to perform such obligation as required above, Landlord shall be deemed in default and Tenant shall be entitled to: (i) cure such default, and all costs incurred by Tenant in doing so may be offset by Tenant against any amounts owed by Tenant to Landlord hereunder, or shall be due and payable by Landlord within thirty (30) days after Tenant makes demand for such costs, or (ii) terminate this Lease, without any further obligation to Landlord.

3. RULES AND REGULATIONS

Tenant shall observe faithfully and comply strictly with the Rules and Regulations attached to this Lease and made a part hereof, and such other rules and regulations as Landlord may from time to time reasonably adopt and which Tenant has knowledge for the safety, care and cleanliness of the Building or the preservation of good order therein. Landlord shall not be liable to Tenant for violation of any such Rules and Regulations, or for the breach of any covenant or condition.

4. RIGHT OF ACCESS

Landlord and its agents shall have reasonable access to the leased Premises during all reasonable business hours for the purpose of examining the same to ascertain if they are in good repair, to make reasonable repairs which Lessor may be required to make hereunder and to exhibit the same to prospective purchasers or tenants, upon prior notice to Tenant.

5. END OF TERM

At the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as reasonably proper use thereof will permit and will leave the Premises broom-clean, normal wear and tear excepted. Tenant shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Tenant.

In the event of holding over by Tenant after expiration or termination of this Lease, Tenant shall pay double rent and Additional Rent for the entire holdover period. Any holding over with the consent of Landlord in writing shall thereafter constitute a lease from month to month.

17. ATTORNEY - ATTORNEY'S FEES

In the event that suit is brought by either party against the other for a breach or default under the terms of this Lease, the prevailing party shall be entitled to reasonable attorney's fees which shall be fixed by the court.

18. TIME OF ESSENCE

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

19. HEADINGS

The article captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

20. TRANSFER OF LANDLORD'S INTEREST

In the event of any transfer of Landlord's interest in the Premises or in the real property of which the Premises are a part, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

21. SUBORDINATION

This Lease and leasehold estate created hereby are and shall be, at the option and upon written declaration of Landlord, subject, subordinate, and inferior to the lien and estate of any liens and encumbrances, renewals, extensions, or replacements thereof, now or hereafter imposed by Landlord upon the Premises or any part thereof of the Building of which the Premises are a part. Landlord hereby expressly reserves the right, at its option and declaration, to place liens and encumbrances on and against the Premises and/or any part thereof and/or the Building superior in lien and effect to this Lease and the estate created hereby. To further assure the foregoing subordination, Tenant shall, upon Landlord's request, together with the request of any mortgagee or beneficiary under any such deed of trust, mortgage or any ground or master lease, execute an instrument (including without limitation an amendment to this Lease that does not materially and adversely affect Tenant's rights or duties under this Lease) or instruments intended to subordinate this Lease to any such mortgage, deed of trust, or ground or master lease.

Landlord hereunder, however, shall avail itself of the terms of this clause in a good faith manner and shall not use it for the purposes of attempting to terminate Tenant's leasehold interest.

22. WAIVER

No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. No

employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any such employee shall not operate as a termination of the Lease or a surrender of the Premises.

23. ESTOPPEL CERTIFICATE

Tenant shall at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, and (ii) acknowledged that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's rental has been paid in advance.

24. QUIET ENJOYMENT

Provided Tenant is not in default (beyond any period given Tenant to cure such default) in the performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be performed, including the payment of rent or additional payments. Tenant shall peaceably and quietly hold and enjoy the Premises during the term hereof and any extensions thereof, free from interference or disturbance by Landlord and other persons subject to the terms and conditions of this Lease provided, however, Landlord shall not be liable for any such interference or disturbance by other persons, nor shall Tenant be released from any of its obligations pursuant to this Lease because of such interference or disturbance.

25. NOTICES

Any notice required or permitted to be given hereunder may be given by mail and shall be deemed sufficiently given if sent by registered or certified mail addressed to Tenant at the Building of which the Premises are a part or to Landlord at:



P. O. Box 18457 Hattiesburg, MS 39402

26. BINDING EFFECT

This Lease shall be binding upon, and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. However, nothing in this Article shall be deemed to amend the provisions of Article 9 on Assignment and Subletting.

27. CONDITION PRECEDENT

Notwithstanding anything contained herein to the contrary, this Lease shall not be effective or legally binding upon the parties hereto until it has been reviewed and approved in writing by Landlord’s Tenants respective designee and its Legal Counsel.

28. LEASEHOLD IMPROVEMENTS

None.

TENANT

WITNESS

GAW Labs

BY:

LANDLORD

WITNESS

P & H Properties LLC

BY: