

*Minutes of  
Clay County Board of Supervisors  
Regular Meeting  
Thursday, December 16, 2021 at 9:00 a.m.*

**BE IT REMEMBERED** a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Thursday, December 16, 2021 at 9:00 a.m.

PRESENT:

Lynn D. Horton, Supervisor District 1  
Luke Lummus, Supervisor District 2  
R. B. Davis, Supervisor District 3  
Shelton Deanes, Supervisor District 4, Presiding  
Joe Chandler, Supervisor District 5

Amy G. Berry, Chancery Clerk  
Angela Turner Ford, Board Attorney  
Eddie Scott, Sheriff

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Eddie Scott. The welcome was given by Supervisor Deanes with the invocation given by Supervisor Shelton Deanes.

ADOPTION OF AGENDA

Supervisor Horton moved to adopt the agenda as presented.

The motion was seconded by Supervisor Davis.

(Exhibit "A")

AMENDMENT OF AGENDA

Supervisor Horton moved to amend the agenda as presented.

The motion was seconded by Supervisor Chandler.

AMENDMENTS TO BE ADDED TO THE AGENDA:

- Sheriff Scott regarding
  - Executive Session regarding a Personnel matter
  - Executive Session regarding a Security matter
  - Executive Session regarding a Potential Litigation matter

AUTHORIZE AND APPROVE THE RESOLUTION FROM MISSISSIPPI STATE AID ON PROJECT NO 13(12) M- OVERLAY PROJECT COMPLETED BY SITE MASTERS INC

Supervisor Lummus moved to authorize and approve the Resolution from the MS State Aid requesting the Board does a joint letter of acceptance and order to close out the Overlay Project No. 13(12)M contracted with Site Masters Inc.

The motion was seconded by Supervisor Horton.

(Exhibit "B")

AUTHORIZE AND APPROVE THE LINK TO SUBMIT A MISSISSIPPI INDUSTRY INCENTIVE REVOLVING FUND GRANT IN THE AMOUNT OF \$400,000 FOR THE OFF - SITE RAIL SPUR LOCATED AT THE INDUSTRIAL PARK AND FURTHER, AUTHORIZE THE BOARD PRESIDENT TO EXECUTE THE ATTACHED GRANT AGREEMENT SUBJECT TO ANY FINAL CHANGES APPROVED BY THE BOARD ATTORNEY

Supervisor Davis moved to authorize and approve the LINK to submit a Mississippi Industry Incentive Revolving Fund Grant in the amount of \$400,000 for the off-site Rail Spur located at the Industrial Park and to further, authorize the Board President to execute the attached Grant Agreement subject to any final changes approved by the Board Attorney.

The motion was seconded by Supervisor Horton.

(Exhibit "C")

AUTHORIZE AND APPROVE THE RESOLUTION TO ARC ON THE W. TVA ROAD PROJECT COMMITTING THE \$335,000 LOCAL MATCH PORTION FROM DISTRICT ONE FUNDS

Supervisor Horton moved to authorize and approve the resolution to ARC on the W. TVA Road Project committing the \$335,000 local match portion from District One Funds.

The motion was seconded by Supervisor Lummus.

(Exhibit "D")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE MONTHLY SERVICE REPORT OF THE VETERAN'S SERVICE OFFICER, ANNIE HINES-GOODE

Supervisor Horton moved to authorize and approve to spread on the minutes the monthly service report for the month of November 2021 for the Veteran's Service Officer, Annie Hines-Goode.

The motion was seconded by Supervisor Davis.

(Exhibit "E")

REPRESENTATIVE KARL GIBBS ADDRESSED THE BOARD REMINDING THEM IF THERE WERE ANY PROJECTS THE BOARD NEEDED ASSISTANCE WITH, TO SUBMIT A LIST AND HE WOULD TRY TO OBTAIN LEGISLATIVE FUNDING FOR THE COUNTY.

AUTHORIZE AND APPROVE PAYMENT TO THE GOLDEN TRIANGLE LINK FOR SPECIAL SERVICES AND FOR THE CLERK TO BILL THE CITY OF WEST POINT FOR ONE HALF PORTION FOR REIMBURSEMENT

Supervisor Davis moved to authorize and approve payment to the Golden Triangle LINK in the amount of \$2,300.00 for special services and for the Clerk to bill the City of West Point for reimbursement for one-half portion.

The motion was seconded by Supervisor Horton.

(Exhibit "F")

AUTHORIZE AND APPROVE THE CLERK'S AFFIDAVIT OF JUSTICE COURT FUNDS RECEIVED FOR THE MONTH OF NOVEMBER 2021

Supervisor Horton moved to authorize and approve the Clerk's Affidavit of Justice Court Funds received for the month of November 2021.

The motion was seconded by Supervisor Chandler.

(Exhibit "G")

AUTHORIZE AND APPROVE THE CONSTABLES NET MONTHLY GROSS FEE INCOME FOR THE MONTH OF DECEMBER 2021

Supervisor Horton moved to authorize and approve the Constables net monthly gross fee income for the month of December 2021.

The motion was seconded by Supervisor Davis.

(Exhibit "H")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE LEASE PURCHASE DOCUMENTS WITH BANK OF COMMERCE AS EXECUTED BY THE PRESIDENT FOR THE PURCHASE OF THE SHERIFF VEHICLES

Supervisor Horton moved to authorize and approve to spread on the minutes the Lease Purchase documents with Bank of Commerce as executed by the President for the purchase of the Sheriff Vehicles.

The motion was seconded by Supervisor Lummus.

(Exhibit "I")

AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

Supervisor Davis moved to authorize and approve to go into closed session.

The motion was seconded by Supervisor Lummus.

AUTHORIZE AND APPROVE TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE OF 1972 TO DISCUSS A PERSONNEL MATTER, SECURITY MATTER, AND POTENTIAL LITIGATION

Supervisor Lummus moved to authorize and approve to go from closed session to executive session as allowed under section 25-41-7 of the Mississippi Code of 1972 to discuss a personnel matter, security matter, and potential litigation.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

Supervisor Horton moved to authorize and approve to come out of executive session.

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE THE MAINTENANCE SUPERVISOR, WAYNE MONTS, TO MAINTENANCE AND REPAIR TWO (2) CELLS AT THE JAIL IN THE AMOUNT OF \$2,900.00

Supervisor Lummus move to authorize and approve for the Maintenance Supervisor to maintenance and repair two (2) cells at the jail in the amount of \$2,900.00.

The motion was seconded by Supervisor Davis.

(Exhibit "J")

AUTHORIZE AND APPROVE FOR THE CLERK TO HAVE THE I/T DIRECTOR TO CREATE AN ARPA PAGE AND POST THE PUBLIC SURVEY ON THE COUNTY'S WEBSITE FOR THE AMERICAN REINVESTMENT PLAN ACT FUNDS (ARPA)

Supervisor Horton moved to authorize and approve for the Clerk to have the I/T Director create an American Reinvestment Plan Act (ARPA) page and post the public survey on the county's website soliciting input from the public of how they would like to see these funds allocated and spent.

The motion was seconded by Supervisor Davis.

(Exhibit "K")

ADJOURN

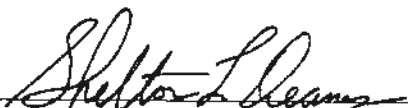
Supervisor Horton moved to adjourn until Monday, January 3, 2022 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Chandler.

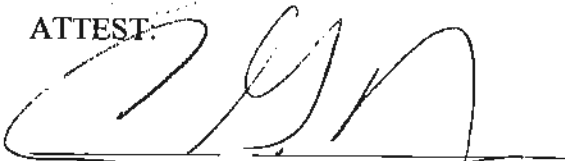
\*\*\*All motions were carried unanimously unless otherwise indicated.

SO ORDERED, this the 16th day of December, 2021.

(SEAL)

  
SHELTON L. DEANES, PRESIDENT  
CLAY COUNTY MISSISSIPPI  
BOARD OF SUPERVISORS

ATTEST:

  
AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD

# EXHIBIT A



**Clay County Board of Supervisors  
Agenda for Meeting  
Thursday, December 16, 2021, at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Robert Calvert, *Calvert Spradling Engineers*
  - Authorize and approve the Resolution from State Aid on Project NO. 13(12)M - overlay project done this passed year by Site Masters
  - Authorize and approve LINK Submit an application to the Mississippi Development Authority for a Mississippi industry incentive revolving fund Grant in the amount of \$400k and further authorize the Clerk and the board president to execute the attached grant agreement subject to any final changes approved by the board attorney
- Phyllis Benson, *Golden Triangle Planning and Development District*
  - Authorize and approve Resolution of Local Fund Match with ARC for District 1 Project
- Authorize and approve payment to the GTR LINK
- Authorize and approve the Clerk's Affidavit of Justice Court Funds received
- Authorize and approve payment to the Constables for net monthly gross fee income for the month of Decembers 2021
- Authorize and approve to spread on the minutes the final lease purchase documents for the financing of the Sheriff Vehicles with Bank of Commerce
- Request to go into Executive Session to discuss a potential litigation matter as allowed under Section 25-41-7 of the *Mississippi Code of 1972*
- Recess until Monday, January 3, 2022 at 9:00 a.m. at the Clay County Courthouse

**Amendments:**

- Anne Hines - Grade - monthly/leg A  
- Karl Gibbs -  
- Jutai Thompson

# EXHIBIT B



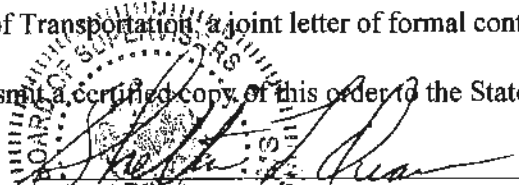
ORDER OF THE BOARD OF SUPERVISORS OF CLAY COUNTY ACCEPTING  
THE CONTRACT FOR STATE AID PROJECT  
PROJECT NO. SAP-13(12)M

WHEREAS, the Board of Supervisors of Clay County, Mississippi awarded a contract to **Site Masters Construction Co.**, known as **State Aid Project Project No. SAP-13(12)M**,

WHEREAS, the Clay County Engineer and the State Aid Engineer advise that they consider the construction portion of this contract to have been completed according to all its provisions and recommend that the Contractor be released from further maintenance responsibilities.

NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that the contractor for the project designated above, be released from further maintenance responsibility under the contract, effective **November 18, 2021**.

IT IS FURTHER ORDERED that the President of the Board be and he is hereby authorized to sign, with the State Aid Engineer of the Mississippi Department of Transportation, a joint letter of formal contract acceptance to the Contractor, and that the Clerk of the Board transmit a certified copy of this order to the State Aid Engineer.

  
\_\_\_\_\_  
President, Board of Supervisors  
CLAY COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the

16<sup>th</sup> day of December, 2021

  
\_\_\_\_\_  
Clerk of Board of Supervisors  
CLAY COUNTY, MISSISSIPPI

# EXHIBIT C

**MISSISSIPPI DEVELOPMENT AUTHORITY  
Industry Incentive Finance Fund Program  
GRANT AGREEMENT**

**CLAY COUNTY, MISSISSIPPI  
YOKOHAMA TIRE MANUFACTURING MISSISSIPPI, LLC**

**IIF - \_\_\_\_\_  
Dated effective as of \_\_\_\_\_, 2021**

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This Grant Agreement (this "Agreement"), effective as of \_\_\_\_\_, 2021 (the "Effective Date"), is made and entered into by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the local government set forth in Item 1A of Annex A (the "Local Government") and the business or industry set forth in Item 1B of Annex A (the "Company," and together with MDA and the Local Government, the "Parties" and each a "Party").

**WITNESSETH:**

**WHEREAS**, the Mississippi Industry Incentive Financing Revolving Fund authorized in *Miss. Code Ann. § 57-1-221, et seq.*, as amended ("MIIFR Fund"), was created for the purpose of maximizing extraordinary economic development opportunities related to any new or expanding business or industry in the State of Mississippi (the "State") that is approved by MDA and meets the criteria set out in *Miss. Code Ann. § 57-1-221, et seq.*, (the "Act") and regulations promulgated and adopted by the MDA with respect thereto (the "Regulations"), by way of providing grants and loans to local governments, including development authorities and economic development districts, and/or such approved business enterprises;

**WHEREAS**, MDA is authorized to make grants to local governments and "approved business enterprises" which will aid in the consummation of a project within the State to assist local governments or any new or expanding business or industry which meets the criteria set out Act and Regulations;

**WHEREAS**, pursuant to the Act, Regulations and the related rules and policies adopted by MDA with respect thereto, the Company has filed an application (the "Application") with MDA for a grant to be used to fund the design, engineering, construction management and construction or installation, as applicable, of facilities related to the project, each as described in Item 2 of Annex A (respectively, the "Facilities" and "Project");

**WHEREAS**, based upon the Application and other relevant factors, MDA has determined that the Local Government is a "local government" and the Company is an "approved business enterprise" as such terms are respectively defined in the Act, and further that the Project is a "project" and the Facilities are "facilities related the project", as such terms are respectively defined in the Act; and

**WHEREAS**, MDA has therefore agreed to provide the Local Government with a grant from the MIIFR Fund in the amount set forth in Item 3 of Annex A (the "Grant"), subject to the terms and conditions of this Agreement, in order to fund the Facilities in order to assist in the continued development and operation of the Project, and the resulting creation and maintenance of new, full-time jobs in connection therewith.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that the Parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

**Section 1. Grant.** MDA hereby agrees to make to the Local Government, and the Local Government hereby agrees to accept from MDA, the Grant pursuant and subject to the terms of this Agreement and the MIIFR Fund as set forth in Annex A. The Local Government hereby agrees that it will apply the proceeds of the Grant only to fund the costs of the Facilities as more fully described in Annex A and in the Application. The Grant shall be disbursed by MDA to the Local Government in installments as provided in this Agreement pursuant to Item 4A of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Local Government and the Company satisfying all of its obligations under this Agreement.

**Section 2. Disbursements.** The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

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- a. the Local Government shall not be in default under this Agreement;
- b. construction and installation of the Facilities shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- c. receipt by MDA of a certificate of a representative of the Local Government pursuant to Section 3 hereof and the notice to MDA required of the Local Government pursuant to Section 4 hereof for such disbursement in a form reasonably satisfactory to MDA. If the Local Government or the Company fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the Grant shall cease until such time as such condition precedent is met and satisfied. The Parties hereto agree that disbursements by MDA to the Local Government and/or its designee of the Grant may be made from time to time or at one time over a two (2) year period. The disbursements shall be made in accordance with Item 4 of Annex A. All rights of the Local Government to request disbursement of any portion of the Grant not disbursed prior to the second(2nd) anniversary date of the Grant Agreement, shall be forfeited to the State and the funds shall revert to the MIIFR Fund.

**Section 3. Conditions.** A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Local Government to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Local Government contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements;
- b. this Agreement has been duly authorized, executed and delivered by the Local Government and constitutes a legal, valid and binding obligation of the Local Government enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies;
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement;
- d. the authorization, execution and delivery of this Agreement by the Local Government, and compliance by the Local Government with the provisions hereof, will not conflict with or constitute a breach or default of the Local Government's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Local Government is subject or by which it is bound; and

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- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Local Government in any way contesting or affecting the validity of this Agreement or contesting the powers of the Local Government to enter into or perform its obligations under this Agreement.

**Section 4. Requisitions.** A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA. Warrants may only be issued for costs and expenses that are authorized by the MIIFR Fund. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Local Government shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Local Government. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Local Government, the name of the person or entity to be paid or reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Local Government.
- b. MDA shall have indicated in writing its approval of the request for the Grant disbursement.

**Section 5. Representations of MDA.** MDA makes the following representations as the basis for the undertakings herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the MIIFR Fund to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
  - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or

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- (2) by the availability of any discretionary equitable remedies.
- d. The Grant is to assist in funding an extraordinary economic development opportunity to promote economic growth, as provided by this Agreement, which will further the purposes of the MIIFR Fund; to-wit:

for the purpose of enhancing the process of economic development through the creation of jobs.

**Section 6. Representations of the Local Government.** The Local Government makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Local Government has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective Parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Local Government enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
  - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
  - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Local Government's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Local Government is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Local Government required for the execution, delivery or the consummation by the Local Government of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Local Government, after reasonable investigation and due inquiry, threatened against the Local Government in any way contesting or affecting the validity of this Agreement or contesting the powers of the Local Government to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Local Government.
- e. The Local Government has implemented, and will maintain and enforce, a policy that there will be no discrimination against any employee thereof, or

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any applicant for employment therewith, because of race, religion, color, national origin, sex or age.

- f. The Local Government shall comply with the terms and provisions of this Agreement and the MIIFR Fund.
- g. The Local Government certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Local Government further acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application.
- h. The Local Government represents and warrants that it will further the purposes of the Act, to wit:
  - to assist in funding extraordinary economic development opportunities to promote economic growth for the purpose of enhancing the process of local economic development through the creation of jobs.
- h. Upon request of the MDA (in no case following less than 14 days' notice by the MDA) or at any time by the Office of the State Auditor, the Local Government will reasonably cooperate with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Local Government's compliance with the provisions of this Agreement. The Local Government may provide such materials to the MDA in electronic format reasonably acceptable to such parties.
- j. The Local Government shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.

**Section 7. Representations of the Company.** The Company makes the following representations as a basis for the undertakings on the part of MDA and the Local Government, herein contained:

- a. The Company has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Company enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:

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- (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
  - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Company's duties under any law, administrative regulation, court decree, resolution, charter, operating agreement or other agreement to which the Company is subject or by which it is bound.
  - c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Company required for the execution, delivery or the consummation by the Company of any of the transactions contemplated by this Agreement and not already obtained.
  - d. To the Company's knowledge, there is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the knowledge of the Company, threatened against the Company in any way contesting or affecting the validity of this Agreement or contesting the powers of the Company to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Company. The "knowledge" of the Company means the actual, present knowledge of the agent of the Company who is executing this Agreement, without any duty of inquiry.
  - e. The Company has implemented, and will maintain and enforce, a policy that there will be no discrimination against any employee thereof, or any applicant for employment therewith, because of race, religion, color, national origin, sex or age.
  - f. The Company shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4C of Annex A.
  - g. The Company represents and warrants that this project will further the purposes of the MIIFR Fund to assist in funding extraordinary economic development opportunities to promote economic growth for the purpose of enhancing the process of local economic development through the creation of jobs.
  - h. Upon request of the MDA (In no case following less than 14 days' notice by the MDA) or at any time by the Office of the State Auditor, the Company will reasonably cooperate with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Company's compliance with the provisions of this Agreement. The Company further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Company's employee information for employees at the Project as reasonably

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necessary to verify the Company's compliance with the provisions of this Agreement. The Company may provide such materials to the MDA in electronic format reasonably acceptable to such parties. The Company may designate confidential and proprietary information as such when producing the same and assert any statutory protections related thereto.

- i. The Company shall follow General Auditing Standards for financial and other record retention.
- j. The Company shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- k. The Company is legally authorized to transact business in the State of Mississippi.

**Section 8. Procurement.** The MDA has found and recorded such finding on its minutes, that because of availability or the particular nature of the Project, it would not be in the public interest and would less effectively achieve the purposes of *Miss. Code Ann. §57-1-221* to enter into contracts for the acquisition, purchase, construction or installation of the Facilities related to the Project pursuant to *Miss. Code Ann. §31-7-13*, and the other Parties hereto concur in such findings by the MDA. Consequently, any such contracts shall be exempt from the provisions of Section 31-7-13 and may be entered into solely on the basis of negotiation or otherwise pursuant to any procedures as may be utilized by the Local Government from time to time.

**Section 9. Termination.** Upon written notice to the Local Government and the Company, MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute an uncured default under this Agreement. This Agreement will terminate upon the expiration of the Job Maintenance Period (defined on Annex A attached hereto), except that any reporting obligations of the Company prescribed hereby shall survive such termination for the reporting period prescribed herein; provided, however, in the event that the Company is obligated to repay to MDA all or any portion of the Grant pursuant to this Agreement, including, without limitation, any provision of Annex A attached hereto, the duration of this Agreement shall be extended until such time that all such Grant repayment obligations have been fully satisfied by the Company. Upon the termination of this Agreement, the obligations of all Parties hereto shall terminate except for those obligations that by their terms expressly survive termination.

**Section 10. Notice Addresses.** All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a. certified mail, postage prepaid;
- b. prepaid overnight delivery; or

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- c. hand delivery.

For the purposes of this Agreement, notices shall be sent to the Parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the Parties may designate in writing.

**Section 11. Miscellaneous.**

- a. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the Parties to this Agreement.
- b. This Agreement has been made by MDA (acting for and on behalf of the State), the Local Government and the Company, and no person or entity other than the foregoing Parties and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c. Following the acceptance and execution of this Agreement by each of the Parties, this Agreement shall become effective upon, and shall be valid and enforceable from and after the Effective Date first written above.
- d. If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the Parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State, including its statutes of limitation and without regard to conflict of law principles. All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must, to the extent that MDA is party to such dispute, be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes; however, in the event that MDA is not a party to such dispute, such claim or cause of action by the Local

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Government against the Company, or vice-versa, must be brought in a State court located in the local jurisdiction of the Local Government. The Parties hereto agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature shall be deemed for all purposes to be an original signature page hereto.
- i. This Agreement has been prepared by the efforts of all the Parties. In any construction to be made to this Agreement, it shall not be construed against any Party on the basis of authorship.
- j. The Company acknowledges that portions of this Agreement and the materials, communications, data and information related to this Agreement may constitute public records subject to disclosure under Mississippi's public records laws and agrees that the MDA and/or Local Government may disclose such portions of this Agreement and the materials, communications, data and information related to this Agreement as required by law, provided that the MDA and Local Government (a) gives Company prior written notice sufficient (in no event less than 5 business days) to allow Company to seek a protective order or other appropriate remedy, (b) discloses only such information as is required under the applicable law, (c) cooperates with Company in responding to any such records request, and (d) limits disclosure, refuses to disclose, and redacts and/or omits portions of materials to the maximum extent permitted by applicable law. The terms of this provision survive any termination of this Agreement. To the extent that any of the materials, communications, data and information provided by the Company to the MDA and/or Local Government pursuant to this Agreement contain any trade secrets or confidential commercial or financial information of the Company, the Company shall mark materials, communications data and/or information as "confidential."

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed thereby effective as of the Effective Date first above written although actually signed by such Party on the date of the respective notary acknowledgement below for such Party's signature.

**MISSISSIPPI DEVELOPMENT AUTHORITY  
(ACTING FOR AND ON BEHALF OF THE STATE  
OF MISSISSIPPI)**

By: \_\_\_\_\_  
Print Name: Laura Hipp  
Title: Interim Executive Director

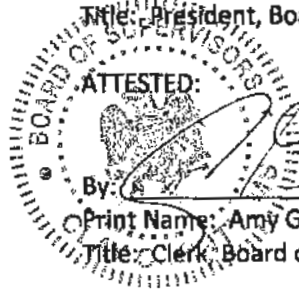
**YOKOHAMA TIRE MANUFACTURING MISSISSIPPI, LLC**

By: \_\_\_\_\_  
Print Name: Takehisa Morimoto  
Title: President

**CLAY COUNTY, MISSISSIPPI**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: President, Board of Supervisors

ATTESTED:  
By: \_\_\_\_\_  
Print Name: Amy G. Berry  
Title: Clerk, Board of Supervisors



**ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY**

STATE OF MISSISSIPPI        )  
                                          ) ss:  
COUNTY OF HINDS         )

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Interim Executive Director of the Mississippi Development Authority and that she executed the above and foregoing instrument as the agency's act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[S E A L]

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ACKNOWLEDGMENT OF LOCAL GOVERNMENT

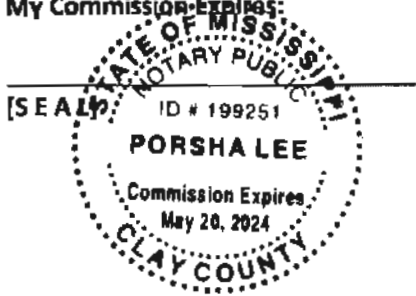
STATE OF MISSISSIPPI )  
 ) ss:  
COUNTY OF CLAY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 16<sup>th</sup> day of December, 2021, within my jurisdiction, the within named Shelton L. Davis and Amy G. Berry who acknowledged they are, respectively, the President and the Clerk of the Board of Supervisors of Clay County, Mississippi, and that for and on behalf of said county, and as its act and deed, they each executed the above and foregoing instrument, after first having been duly authorized by said governing body so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16<sup>th</sup> day of December, 2021.

Porsha Lee  
Notary Public

My Commission Expires:



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ACKNOWLEDGMENT OF COMPANY

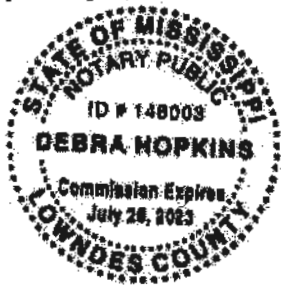
STATE OF MS )  
 ) ss:  
COUNTY OF Louder )

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 14th day of December, 2021, within my jurisdiction, the within named Takehisa Morimoto who acknowledged that he/she is the President of such limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of December, 2021.

Debra Hopkins  
Notary Public

My Commission Expires:  
July 28, 2023  
[SEAL]





**Annex A  
to  
Grant Agreement**

- Item 1 A-** **Name of Local Government:** Clay County, Mississippi (the "County" or the "Local Government")
- Item 1 B-** **Name of Company:** Yokohama Tire Manufacturing Mississippi, LLC (the "Company")
- Item 2A-** **Description of Project:** An expansion of the Company's existing tire manufacturing facility located on the Project Site (as defined below) in the County resulting in the creation by the Company of 20 or more new jobs in the County and in the State in excess of the Current Employment Level (as defined below) (the "Project").
- Item 2B-** **Description of Facilities:** Construction and installation of railway improvements, including but not limited to, the installation of new cross-ties to replace defective cross-ties, to an existing railway owned by the Local Government, which railway serves the Project and surrounding yet to be developed economic development sites (the "Facilities").
- Item 2C-** **Soft Cost Expenses:** Grant proceeds may be utilized to fund engineering, architectural, project/construction management and other soft costs associated with the Facilities; provided that such engineering, project/construction management, inspection, environmental and other soft costs shall not exceed ten percent (10%) of the total Grant amount.
- Item 2D-** **Description of the Project Site:** The Project is located on those certain real property parcels in County, which are described on the County's tax map as parcel nos. 059 31 0010100 and 059 32 0010300 (the "Project Site"). The Facilities will be located outside of the Project Site on parcels or rail right-of-way owned by the Local Government but will directly serve the Project for rail-related services.
- Item 3-** **Grant Amount:** Four Hundred Thousand Dollars (\$400,000.00), subject to adjustment as described in Item 7 below.
- Item 4A-** **Grant Terms and Conditions:** Grant funds will be disbursed by MDA, in an amount or amounts not to exceed in \$400,000.00 in the aggregate ( subject to adjustment as described in Item 7 below), to pay costs incurred by the Local Government, or to reimburse the Local Government for its prior payments of costs incurred, for materials purchased, and work or other services rendered on or after August 1, 2021 to design, engineering and construct or install, as applicable, the Facilities, including any related soft cost expenses as expressly described above. All documentation for disbursements of any Grant proceeds must be received by MDA on or before the second (2nd) anniversary of the Effective Date hereof.

The MDA and the Local Government understand and acknowledge that, in connection with this Agreement and the Grant authorized hereby, the MDA has separately agreed or will separately agree to make to the Local Government, and the Local Government has agreed or will agree to borrow, a freight rail service project loan pursuant to Section 57-44-1 *et seq.* of the Mississippi Code of 1972, as amended, in an aggregate principal amount of Four Hundred Thousand Dollars (\$400,000.00) for the purposes of funding a portion of the costs

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of the Facilities (the "Rail Loan"). Notwithstanding any other provision of this Agreement to the contrary, no Grant funds will be disbursed by MDA in accordance herewith unless and until all of the Rail Loan has first been borrowed (*i.e.*, \$400,000.00 drawn upon) by the Local Government.

**Item 4B- Terms and Conditions for the Local Government:** The Local Government will provide requests for reimbursement to MDA, no more than once a month, and will include copies of paid invoices or receipts. MDA will make Grant funds available to the Local Government within forty-five (45) days of a submitted reimbursement request.

**Item 4C- Terms and Conditions for Company:**

(i) **Jobs-Related Commitments:**

a. The Company hereby represents and warrants to the MDA that it currently employs and maintains no fewer than 730 Full-Time Jobs at the Project Site (the "Current Employment Level"). In consideration of the MDA's agreements made herein to provide the Grant to the Local Government, the Company commits that it shall, on or before the three (3rd) anniversary of the Effective Date hereof (the "Additional Job Creation Deadline"), create at least twenty (20) additional Full-Time Jobs at the Project Site, such that, following the creation by the Company of such twenty (20) additional Full-Time Jobs, the Company shall employ at the Project Site no fewer than 750 Full-Time Jobs (the "Job Creation Commitment"). Solely for purposes of this Agreement, the term "Full-Time Job" shall have the meaning ascribed thereto in that certain Memorandum of Understanding, dated as of April 29, 2013, by and among the Company (as assignee of Yokohama Tire Corporation), MDA, the Mississippi Major Economic Impact Authority, the County and the City of West Point, Mississippi (as previously amended and as may hereafter be amended from time to time, the "MOU").

b. In the event all or any portion of the Grant funds have been disbursed by the MDA to the Local Government and utilized for the purposes set forth in this Agreement and the Company fails to fully satisfy its Job Creation Commitment by the Additional Job Creation Deadline, then, in the event the Company does not cure such failure as set forth in Item 4C(iii) below, the Company shall pay the State within thirty (30) days of written demand from the MDA, an amount calculated in accordance with the following formula:

$$(a) * (1 - (b/20))$$

a = the amount of Grant funds disbursed by the MDA to the Local Government and utilized pursuant to this Agreement

b = the number additional of Full-Time Jobs actually created by the Company as of the Additional Job Creation Deadline in excess of the Current Employment Level.

c. Beginning on the date that the Company satisfies its Job Creation Commitment or the Additional Job Creation Deadline, whichever is earlier, the Company shall

- a. the Local Government shall not be in default under this Agreement;
- b. construction and installation of the Facilities shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- c. receipt by MDA of a certificate of a representative of the Local Government pursuant to Section 3 hereof and the notice to MDA required of the Local Government pursuant to Section 4 hereof for such disbursement in a form reasonably satisfactory to MDA. If the Local Government or the Company fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the Grant shall cease until such time as such condition precedent is met and satisfied. The Parties hereto agree that disbursements by MDA to the Local Government and/or its designee of the Grant may be made from time to time or at one time over a two (2) year period. The disbursements shall be made in accordance with Item 4 of Annex A. All rights of the Local Government to request disbursement of any portion of the Grant not disbursed prior to the second(2nd) anniversary date of the Grant Agreement, shall be forfeited to the State and the funds shall revert to the MIIFR Fund.

**Section 3. Conditions.** A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Local Government to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Local Government contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements;
- b. this Agreement has been duly authorized, executed and delivered by the Local Government and constitutes a legal, valid and binding obligation of the Local Government enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies;
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement;
- d. the authorization, execution and delivery of this Agreement by the Local Government, and compliance by the Local Government with the provisions hereof, will not conflict with or constitute a breach or default of the Local Government's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Local Government is subject or by which it is bound; and

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- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Local Government in any way contesting or affecting the validity of this Agreement or contesting the powers of the Local Government to enter into or perform its obligations under this Agreement.

**Section 4. Requisitions.** A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA. Warrants may only be issued for costs and expenses that are authorized by the MIIFR Fund. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Local Government shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Local Government. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Local Government, the name of the person or entity to be paid or reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Local Government.
- b. MDA shall have indicated in writing its approval of the request for the Grant disbursement.

**Section 5. Representations of MDA.** MDA makes the following representations as the basis for the undertakings herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the MIIFR Fund to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
  - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or

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**MISSISSIPPI DEVELOPMENT AUTHORITY  
Industry Incentive Finance Fund Program  
GRANT AGREEMENT**

**CLAY COUNTY, MISSISSIPPI  
YOKOHAMA TIRE MANUFACTURING MISSISSIPPI, LLC**

**IIF - \_\_\_\_\_  
Dated effective as of \_\_\_\_\_, 2021**

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This Grant Agreement (this "Agreement"), effective as of \_\_\_\_\_, 2021 (the "Effective Date"), is made and entered into by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the local government set forth in Item 1A of Annex A (the "Local Government") and the business or industry set forth in Item 1B of Annex A (the "Company," and together with MDA and the Local Government, the "Parties" and each a "Party").

**WITNESSETH:**

**WHEREAS**, the Mississippi Industry Incentive Financing Revolving Fund authorized in *Miss. Code Ann. § 57-1-221, et seq.*, as amended ("MIIFR Fund"), was created for the purpose of maximizing extraordinary economic development opportunities related to any new or expanding business or industry in the State of Mississippi (the "State") that is approved by MDA and meets the criteria set out in *Miss. Code Ann. § 57-1-221, et seq.*, (the "Act") and regulations promulgated and adopted by the MDA with respect thereto (the "Regulations"), by way of providing grants and loans to local governments, including development authorities and economic development districts, and/or such approved business enterprises;

**WHEREAS**, MDA is authorized to make grants to local governments and "approved business enterprises" which will aid in the consummation of a project within the State to assist local governments or any new or expanding business or industry which meets the criteria set out Act and Regulations;

**WHEREAS**, pursuant to the Act, Regulations and the related rules and policies adopted by MDA with respect thereto, the Company has filed an application (the "Application") with MDA for a grant to be used to fund the design, engineering, construction management and construction or installation, as applicable, of facilities related to the project, each as described in Item 2 of Annex A (respectively, the "Facilities" and "Project");

**WHEREAS**, based upon the Application and other relevant factors, MDA has determined that the Local Government is a "local government" and the Company is an "approved business enterprise" as such terms are respectively defined in the Act, and further that the Project is a "project" and the Facilities are "facilities related the project", as such terms are respectively defined in the Act; and

**WHEREAS**, MDA has therefore agreed to provide the Local Government with a grant from the MIIFR Fund in the amount set forth in Item 3 of Annex A (the "Grant"), subject to the terms and conditions of this Agreement, in order to fund the Facilities in order to assist in the continued development and operation of the Project, and the resulting creation and maintenance of new, full-time jobs in connection therewith.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that the Parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

**Section 1. Grant.** MDA hereby agrees to make to the Local Government, and the Local Government hereby agrees to accept from MDA, the Grant pursuant and subject to the terms of this Agreement and the MIIFR Fund as set forth in Annex A. The Local Government hereby agrees that it will apply the proceeds of the Grant only to fund the costs of the Facilities as more fully described in Annex A and in the Application. The Grant shall be disbursed by MDA to the Local Government in installments as provided in this Agreement pursuant to Item 4A of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Local Government and the Company satisfying all of its obligations under this Agreement.

**Section 2. Disbursements.** The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

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- (2) by the availability of any discretionary equitable remedies.
- d. The Grant is to assist in funding an extraordinary economic development opportunity to promote economic growth, as provided by this Agreement, which will further the purposes of the MIFR Fund; to-wit:

for the purpose of enhancing the process of economic development through the creation of jobs.

**Section 6. Representations of the Local Government.** The Local Government makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Local Government has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective Parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Local Government enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
  - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
  - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Local Government's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Local Government is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Local Government required for the execution, delivery or the consummation by the Local Government of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Local Government, after reasonable investigation and due inquiry, threatened against the Local Government in any way contesting or affecting the validity of this Agreement or contesting the powers of the Local Government to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Local Government.
- e. The Local Government has implemented, and will maintain and enforce, a policy that there will be no discrimination against any employee thereof, or

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any applicant for employment therewith, because of race, religion, color, national origin, sex or age.

- f. The Local Government shall comply with the terms and provisions of this Agreement and the MIFR Fund.
- g. The Local Government certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Local Government further acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application.
- h. The Local Government represents and warrants that it will further the purposes of the Act, to wit:
  - to assist in funding extraordinary economic development opportunities to promote economic growth for the purpose of enhancing the process of local economic development through the creation of jobs.
- h. Upon request of the MDA (in no case following less than 14 days' notice by the MDA) or at any time by the Office of the State Auditor, the Local Government will reasonably cooperate with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Local Government's compliance with the provisions of this Agreement. The Local Government may provide such materials to the MDA in electronic format reasonably acceptable to such parties.
- j. The Local Government shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.

**Section 7. Representations of the Company.** The Company makes the following representations as a basis for the undertakings on the part of MDA and the Local Government, herein contained:

- a. The Company has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Company enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:

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- (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
  - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Company's duties under any law, administrative regulation, court decree, resolution, charter, operating agreement or other agreement to which the Company is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Company required for the execution, delivery or the consummation by the Company of any of the transactions contemplated by this Agreement and not already obtained.
- d. To the Company's knowledge, there is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the knowledge of the Company, threatened against the Company in any way contesting or affecting the validity of this Agreement or contesting the powers of the Company to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Company. The "knowledge" of the Company means the actual, present knowledge of the agent of the Company who is executing this Agreement, without any duty of inquiry.
- e. The Company has implemented, and will maintain and enforce, a policy that there will be no discrimination against any employee thereof, or any applicant for employment therewith, because of race, religion, color, national origin, sex or age.
- f. The Company shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4C of Annex A.
- g. The Company represents and warrants that this project will further the purposes of the MIIFR Fund to assist in funding extraordinary economic development opportunities to promote economic growth for the purpose of enhancing the process of local economic development through the creation of jobs.
- h. Upon request of the MDA (in no case following less than 14 days' notice by the MDA) or at any time by the Office of the State Auditor, the Company will reasonably cooperate with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Company's compliance with the provisions of this Agreement. The Company further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Company's employee information for employees at the Project as reasonably

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necessary to verify the Company's compliance with the provisions of this Agreement. The Company may provide such materials to the MDA in electronic format reasonably acceptable to such parties. The Company may designate confidential and proprietary information as such when producing the same and assert any statutory protections related thereto.

- i. The Company shall follow General Auditing Standards for financial and other record retention.
- j. The Company shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- k. The Company is legally authorized to transact business in the State of Mississippi.

**Section 8. Procurement.** The MDA has found and recorded such finding on its minutes, that because of availability or the particular nature of the Project, it would not be in the public interest and would less effectively achieve the purposes of *Miss. Code Ann. §57-1-221* to enter into contracts for the acquisition, purchase, construction or installation of the Facilities related to the Project pursuant to *Miss. Code Ann. §31-7-13*, and the other Parties hereto concur in such findings by the MDA. Consequently, any such contracts shall be exempt from the provisions of Section 31-7-13 and may be entered into solely on the basis of negotiation or otherwise pursuant to any procedures as may be utilized by the Local Government from time to time.

**Section 9. Termination.** Upon written notice to the Local Government and the Company, MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute an uncured default under this Agreement. This Agreement will terminate upon the expiration of the Job Maintenance Period (defined on Annex A attached hereto), except that any reporting obligations of the Company prescribed hereby shall survive such termination for the reporting period prescribed herein; provided, however, in the event that the Company is obligated to repay to MDA all or any portion of the Grant pursuant to this Agreement, including, without limitation, any provision of Annex A attached hereto, the duration of this Agreement shall be extended until such time that all such Grant repayment obligations have been fully satisfied by the Company. Upon the termination of this Agreement, the obligations of all Parties hereto shall terminate except for those obligations that by their terms expressly survive termination.

**Section 10. Notice Addresses.** All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a. certified mail, postage prepaid;
- b. prepaid overnight delivery; or

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- c. hand delivery.

■ For the purposes of this Agreement, notices shall be sent to the Parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the Parties may designate in writing.

**Section 11. Miscellaneous.**

- a. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the Parties to this Agreement.
- b. This Agreement has been made by MDA (acting for and on behalf of the State), the Local Government and the Company, and no person or entity other than the foregoing Parties and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c. Following the acceptance and execution of this Agreement by each of the Parties, this Agreement shall become effective upon, and shall be valid and enforceable from and after the Effective Date first written above.
- d. If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the Parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State, including its statutes of limitation and without regard to conflict of law principles. All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must, to the extent that MDA is party to such dispute, be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes; however, in the event that MDA is not a party to such dispute, such claim or cause of action by the Local

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Government against the Company, or vice-versa, must be brought in a State court located in the local jurisdiction of the Local Government. The Parties hereto agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

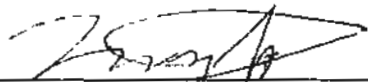
- h. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature shall be deemed for all purposes to be an original signature page hereto.
- i. This Agreement has been prepared by the efforts of all the Parties. In any construction to be made to this Agreement, it shall not be construed against any Party on the basis of authorship.
- j. The Company acknowledges that portions of this Agreement and the materials, communications, data and information related to this Agreement may constitute public records subject to disclosure under Mississippi's public records laws and agrees that the MDA and/or Local Government may disclose such portions of this Agreement and the materials, communications, data and information related to this Agreement as required by law, provided that the MDA and Local Government (a) gives Company prior written notice sufficient (in no event less than 5 business days) to allow Company to seek a protective order or other appropriate remedy, (b) discloses only such information as is required under the applicable law, (c) cooperates with Company in responding to any such records request, and (d) limits disclosure, refuses to disclose, and redacts and/or omits portions of materials to the maximum extent permitted by applicable law. The terms of this provision survive any termination of this Agreement. To the extent that any of the materials, communications, data and information provided by the Company to the MDA and/or Local Government pursuant to this Agreement contain any trade secrets or confidential commercial or financial information of the Company, the Company shall mark materials, communications data and/or information as "confidential."

■ **IN WITNESS WHEREOF**, each Party hereto has caused this Agreement to be duly executed thereby effective as of the Effective Date first above written although actually signed by such Party on the date of the respective notary acknowledgement below for such Party's signature.

**MISSISSIPPI DEVELOPMENT AUTHORITY  
(ACTING FOR AND ON BEHALF OF THE STATE  
OF MISSISSIPPI)**

By: \_\_\_\_\_  
Print Name: Laura Hipp  
Title: Interim Executive Director

**YOKOHAMA TIRE MANUFACTURING MISSISSIPPI, LLC**

By:  \_\_\_\_\_  
Print Name: Takahisa Morimoto  
Title: President

**CLAY COUNTY, MISSISSIPPI**

By: \_\_\_\_\_  
Print Name:  
Title: President, Board of Supervisors

**ATTESTED:**

By: \_\_\_\_\_  
Print Name: Amy G. Berry  
Title: Clerk, Board of Supervisors

**ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY**

STATE OF MISSISSIPPI            )  
                                                  ) ss:  
COUNTY OF HINDS                )

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Interim Executive Director of the Mississippi Development Authority and that she executed the above and foregoing instrument as the agency's act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[SEAL]

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**ACKNOWLEDGMENT OF LOCAL GOVERNMENT**

STATE OF MISSISSIPPI        )  
                                          ) ss:  
COUNTY OF CLAY            )

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_, who acknowledged they are, respectively, the President and the Clerk of the Board of Supervisors of Clay County, Mississippi, and that for and on behalf of said county, and as its act and deed, they each executed the above and foregoing instrument, after first having been duly authorized by said governing body so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
[S E A L]

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ACKNOWLEDGMENT OF COMPANY

STATE OF MS )  
 ) ss:  
COUNTY OF Louises )

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 14th day of December, 2021, within my jurisdiction, the within named Takehisa Morimoto, who acknowledged that he/she is the President of such limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of December, 2021.

Debra Hopkins  
Notary Public

My Commission Expires:  
July 28, 2023

[SEAL]





**Annex A  
to  
Grant Agreement**

- Item 1 A-** **Name of Local Government:** Clay County, Mississippi (the "County" or the "Local Government")
- Item 1 B-** **Name of Company:** Yokohama Tire Manufacturing Mississippi, LLC (the "Company")
- Item 2A-** **Description of Project:** An expansion of the Company's existing tire manufacturing facility located on the Project Site (as defined below) in the County resulting in the creation by the Company of 20 or more new jobs in the County and in the State in excess of the Current Employment Level (as defined below) (the "Project").
- Item 2B-** **Description of Facilities:** Construction and installation of railway improvements, including but not limited to, the installation of new cross-ties to replace defective cross-ties, to an existing railway owned by the Local Government, which railway serves the Project and surrounding yet to be developed economic development sites (the "Facilities").
- Item 2C-** **Soft Cost Expenses:** Grant proceeds may be utilized to fund engineering, architectural, project/construction management and other soft costs associated with the Facilities; provided that such engineering, project/construction management, inspection, environmental and other soft costs shall not exceed ten percent (10%) of the total Grant amount.
- Item 2D-** **Description of the Project Site:** The Project is located on those certain real property parcels in County, which are described on the County's tax map as parcel nos. 059 31 0010100 and 059 32 0010300 (the "Project Site"). The Facilities will be located outside of the Project Site on parcels or rail right-of-way owned by the Local Government but will directly serve the Project for rail-related services.
- 
- Item 3-** **Grant Amount:** Four Hundred Thousand Dollars (\$400,000.00), subject to adjustment as described in Item 7 below.
- Item 4A-** **Grant Terms and Conditions:** Grant funds will be disbursed by MDA, in an amount or amounts not to exceed in \$400,000.00 in the aggregate ( subject to adjustment as described in Item 7 below), to pay costs incurred by the Local Government, or to reimburse the Local Government for its prior payments of costs incurred, for materials purchased, and work or other services rendered on or after August 1, 2021 to design, engineering and construct or install, as applicable, the Facilities, including any related soft cost expenses as expressly described above. All documentation for disbursements of any Grant proceeds must be received by MDA on or before the second (2nd) anniversary of the Effective Date hereof.

The MDA and the Local Government understand and acknowledge that, in connection with this Agreement and the Grant authorized hereby, the MDA has separately agreed or will separately agree to make to the Local Government, and the Local Government has agreed or will agree to borrow, a freight rail service project loan pursuant to Section 57-44-1 *et seq.* of the Mississippi Code of 1972, as amended, in an aggregate principal amount of Four Hundred Thousand Dollars (\$400,000.00) for the purposes of funding a portion of the costs

(XS00625.5)

of the Facilities (the "Rail Loan"). Notwithstanding any other provision of this Agreement to the contrary, no Grant funds will be disbursed by MDA in accordance herewith unless and until all of the Rail Loan has first been borrowed (i.e., \$400,000.00 drawn upon) by the Local Government.

**Item 4B- Terms and Conditions for the Local Government:** The Local Government will provide requests for reimbursement to MDA, no more than once a month, and will include copies of paid invoices or receipts. MDA will make Grant funds available to the Local Government within forty-five (45) days of a submitted reimbursement request.

**Item 4C- Terms and Conditions for Company:**

**(i) Jobs-Related Commitments:**

a. The Company hereby represents and warrants to the MDA that it currently employs and maintains no fewer than 730 Full-Time Jobs at the Project Site (the "Current Employment Level"). In consideration of the MDA's agreements made herein to provide the Grant to the Local Government, the Company commits that it shall, on or before the three (3rd) anniversary of the Effective Date hereof (the "Additional Job Creation Deadline"), create at least twenty (20) additional Full-Time Jobs at the Project Site, such that, following the creation by the Company of such twenty (20) additional Full-Time Jobs, the Company shall employ at the Project Site no fewer than 750 Full-Time Jobs (the "Job Creation Commitment"). Solely for purposes of this Agreement, the term "Full-Time Job" shall have the meaning ascribed thereto in that certain Memorandum of Understanding, dated as of April 29, 2013, by and among the Company (as assignee of Yokohama Tire Corporation), MDA, the Mississippi Major Economic Impact Authority, the County and the City of West Point, Mississippi (as previously amended and as may hereafter be amended from time to time, the "MOU").

b. In the event all or any portion of the Grant funds have been disbursed by the MDA to the Local Government and utilized for the purposes set forth in this Agreement and the Company fails to fully satisfy its Job Creation Commitment by the Additional Job Creation Deadline, then, in the event the Company does not cure such failure as set forth in Item 4C(iii) below, the Company shall pay the State within thirty (30) days of written demand from the MDA, an amount calculated in accordance with the following formula:

$$(a) * (1 - (b/20))$$

a = the amount of Grant funds disbursed by the MDA to the Local Government and utilized pursuant to this Agreement

b = the number additional of Full-Time Jobs actually created by the Company as of the Additional Job Creation Deadline in excess of the Current Employment Level.

c. Beginning on the date that the Company satisfies its Job Creation Commitment or the Additional Job Creation Deadline, whichever is earlier, the Company shall

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maintain Seven Hundred Fifty (750) Full-Time Jobs at the Project Site until the expiration of the Initial Jobs Maintenance Period (as such term and period is defined in the MOU) (the "Job Maintenance Period").

- d. In the event all or any portion of the Grant funds have been disbursed by the MDA to the Local Government and utilized for the purposes set forth in this Agreement and the Company fails during any year of the Job Maintenance Period to maintain the number of Full-Time Jobs at the Project Site required to be created and maintained in accordance herewith (*i.e.*, 750 Full-Time Jobs), then, in the event the Company does not cure such failure as set forth in Item 4C(iii) below, the Company shall pay the State with respect to such year and within thirty (30) days of written demand from the MDA, an amount calculated in accordance with the following formula:

$$((a-c)/d) * (1-b/20)$$

a = the amount of Grant funds disbursed by the MDA to the Local Government and utilized pursuant to this Agreement

b = the number additional of Full-Time Jobs actually maintained by the Company during such year of the Job Maintenance Period in excess of the Current Employment Level.

c = the amount of the Grant repaid to MDA by the Company pursuant Item 4C(i)(b) hereof.

d = the number of years calculated by subtracting from April 30, 2029, either (i) the date that Company satisfies its Job Creation Commitment or (ii) the Additional Job Creation Deadline, whichever is earlier; provided, that if the preceding calculation yields any fractional number, such fractional number shall be rounded down to the nearest whole number for purposes of determining the input for "d" in this formula.

- (ii) In the event that the Company is obligated to pay to MDA any amounts pursuant to Item 4C(i)(b) immediately above (*i.e.*, due to any failure to satisfy its Job Creation Commitment), any such amounts paid to MDA by the Company pursuant to said Item 4C(i)(b) shall be applied as a credit against any amounts that the Company is obligated to pay to MDA pursuant to Item 4C(i)(d) immediately above (*i.e.*, due to any failure to satisfy its Job Maintenance Commitment for any year of the Job Maintenance Period).
- (iii) MDA shall provide the Company with written notice of default and the Company will be given thirty (30) days following receipt of such notice to cure such default prior to any amounts under Item 4C(i)(b) or Item 4C(i)(d) above shall become due and owing.

Item 5- Addresses for Notices:

(XS00625.5)

If to the MDA: Mississippi Development Authority  
Attention: Financial Resources  
Post Office Box 849  
Jackson, Mississippi 39205

If to the Local Government: Clay County, Mississippi  
Attention: President, Board of Supervisors  
Post Office Box 815  
205 Court Street  
West Point, MS 39773

with a copy to: Golden Triangle Development LINK  
Attention: CEO  
1102 Main Street  
P.O. Box 1328  
Columbus, MS 39703

If to the Company: Yokohama Tire Manufacturing Mississippi, LLC  
Attention: Kirk Hardy,  
Director of Accounting & Finance  
1 Yokohama Blvd  
West Point, MS 39773

**Item 6-** **Procurement:** MDA has found, and has recorded such finding on its minutes, that because of availability and the particular nature of the Project and the Facilities, it would not be in the public interest and would less effectively achieve the purposes of Section 31-7-13 of the Mississippi Code of 1972, as amended, for contracts by local governments, including, but not limited to, design, engineering and construction contracts for the acquisition, purchase, construction or installation of the Facilities, to be entered into on the basis of such Section 31-7-13, and the other Parties hereto concur in such finding. Consequently, MDA hereby advises the Local Government and the Company that Section 31-7-13 of the Mississippi Code of 1972, as amended, shall not apply to such contracts, and that such contract may, instead, be entered into on the basis of negotiation.

**Item 7-** **Grant Amount Adjustment.** The Parties understand and acknowledge that, in connection with this Agreement and the Grant authorized hereby, MDA and the Company have entered into, or will enter into, a separate grant agreement (the "MDA/Company Grant Agreement") pursuant to which MDA will agree to provide to the Company with a grant from the MIIFR Fund in the amount of Seven Hundred Thousand Dollars (\$700,000.00) (the "Company Grant") for the purposes of funding all or a portion of the Company's costs to construct and install railway improvements, including but not limited to, the installation of new cross-ties to replace defective cross-ties, to the existing railway owned by the Company and located on the Project Site (the "Company Project"). In the event that the total cost of the Facilities, including soft costs permitted to be paid or reimbursed with the Grant pursuant to Item 2(C), is less Eight Hundred Thousand Dollars (\$800,000.00) in the aggregate, and subject to the mutual consent of the Local Government and the Company, MDA will reallocate to the Company such portion of the Grant that is designated by the Local Government in writing to the MDA as not needed thereby to fund the Facilities, and such reallocated portion of the Grant shall be deemed part of the Company Grant. Similarly, in the event that the total cost

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of the Company Project, including soft costs permitted to be paid or reimbursed with the Company Grant pursuant to Item 2(C) of the MDA/Company Grant Agreement is less than Seven Hundred Thousand Dollars (\$700,000.00) in the aggregate, and subject to the mutual consent of the Local Government and the Company, MDA will reallocate to the Local Government such portion of the Company Grant that is designated by the Company in writing to the MDA as not needed thereby to fund the Company Project, and such reallocated portion of the Company Grant shall be deemed part of the Grant for all purposes hereunder.

**Item 8- Future Phase Implications of this Grant.** In accordance with ARTICLE XVI of the MOU, MDA and the Local Government agreed to provide additional incentives to the Company in connection with any Future Phase (as defined in the MOU) undertaken by the Company before December 31, 2023 pursuant to separate written agreement between the Company, the State, MDA, the Local Government and the Clay County Economic Development District ("CCEDD") pursuant to which the Company agrees to satisfy the additional Capital Investment (as defined in the MOU) and job creation obligations prescribed by Section 16.02 of the MOU. Notwithstanding any other provision of this Agreement or the MOU to the contrary, the Company hereby agrees that none of the Full-Time Jobs that comprise the Current Employment Level or the twenty (20) additional Full-Time Jobs to be created in satisfaction of the Job Creation Commitment as set forth herein may be counted by the Company as contributing towards achieving any new Full-Time Jobs objectives necessary to qualify for a Future Phase and any additional State, MDA, Local Government or CCEDD incentives. The preceding limitation effectively means that, in the event that the Company wishes to enter into a new agreement with the Inducers (as defined in the MOU) for any incentives for a Future Phase, as contemplated in ARTICLE XVI of the MOU, the Company may only count new Full-Time Jobs at the Project Site in excess of 750 Full-Time Jobs to meet any job creation requirements associated with such Future Phase and any incentives prescribed by Section 16.02 of the MOU with respect thereto.

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**MISSISSIPPI DEVELOPMENT AUTHORITY**

**MISSISSIPPI INDUSTRY INCENTIVE FINANCING REVOLVING  
FUND**

**GRANT APPLICATION**

Governmental Entity

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**The following questions have been broadly designed to address the diversity in projects, which may participate in Mississippi Development Authority (MDA) Mississippi Industry Incentive Financing Revolving Fund.**

The information required on this form is necessary to determine the eligibility of your project (the "Project") for financing under the **Mississippi Industry Incentive Financing Revolving Fund**. . Please answer all questions. Insert "NONE" or "NOT APPLICABLE" where necessary. If an estimate is given, put "EST." after the figure. Attach additional sheets if more space is needed. Return the original and one (1) copy of this application to MDA.

**If you have questions or need additional information contact the Financial Resources Division of MDA at (601) 359-3552**



MISSISSIPPI INDUSTRY INCENTIVE FINANCING REVOLVING FUND

GOVERNMENT ENTITY

IF A COUNTY OR INCORPORATED MUNICIPALITY IS ASSISTING AN EXISTING COMPANY, IT MUST ANSWER THE FOLLOWING:

1. Local Entity:

Name:	Clay County, Mississippi
Principal Address:	205 Court St, West Point, MS 39773
Telephone number:	(662) 494-3124

2. Authorized Representative completing this application:

Name:	Amy Berry, Clerk of the Board of Supervisors
Address:	205 Court Street West Point, MS 39773
Telephone number:	(662) 494-3124

7. Name of the municipality where the project will be located: Clay County, MS (outside of any municipality)

9. Name of the county where the project will be located: Clay County, MS

10. The Local Authority is legally incorporated as  Incorporated Municipality  
 County Government

11. Local Government Entity Attorney:

Name:	Angela Turner-Ford
Title:	Board Attorney
Name of firm:	Turner Law Offices, P.L.L.C.
Address:	452 East Street Post Office Drawer 1500 West Point, MS 39773-2858
Telephone number;	(662) 494-6611
Fax number	(662) 494-4814 / angela@bturnerlaw.com

12. List all debt of the Government Entity wherein tax revenue has been pledged as collateral: (other bank loans, State programs or other financings)

PROGRAM NAME	DATE	ORIGINAL LOAN AMOUNT	LOAN BALANCE
N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN			

13. Provide the following information on the Government Entity's indebtedness:

**Assessed Valuation**

City N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN

County N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN

If joint application -Total N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN

**Debt Capacity** N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN

**Outstanding debt that Produces Income (user fees, water or sewer systems, etc.)** N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN

**Other Outstanding General Obligation Debt** N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN

14. Description of the purpose and project for which the loan is requested:

YOKOHAMA TIRE OFF-SITE RAIL REPAIR  
 CLAY COUNTY, MS  
 PROJECT DESCRIPTION AND SCOPE OF WORK

Background: Approximately 1.7 miles of lead track rail spur was constructed in 2014 by the County to provide freight rail service from the Kansas City Southern Railway (KCS) main line to the Yokohama Tire Plant site. The lead track is owned and maintained by Clay County for KCS trains to travel to the tire plant. KCS notified Clay County on August 11, 2021 that the lead track needed immediate stop gap repair in order for KCS freight rail service to continue to Yokohama Tire Plant site. Clay County addressed the immediate repairs and KCS put the lead track back in service on August 19, 2021.

Preliminary Investigation: Upon inspection, we determined that a number of the cross ties in this line are deteriorating, rotting, and termite infested, after only seven years of service. Twenty to twenty-five years is the expected life. A preliminary investigation as to why the cross ties were deteriorating, revealed the supplier, Boatright Railroad Products, Inc. (Boatright), had failed to treat all of the cross ties with creosote preservative, as required by both the American Railway Engineering and Maintenance-of-Way Association (AREMA) and KCS specifications. Instead, Boatright supplied ties treated on the exterior only, with a less expensive counterfeit material that made the ties have the same physical appearance as ties that had been properly treated with creosote but not the life extending characteristics of creosote. The contract documents prepared by our firm required the contractor to use only ties meeting the specifications of both AREMA and

KCS. The accepted Contractor's material list showed the cross ties would comply with the AREMA creosote specifications.

KCS Request: KCS has requested that Clay County develop a long-range plan to correct the remaining rotten and defective cross ties. Failure to make timely repairs may result in train derailments and much greater repair cost. The replacement of defective ties needs to be accomplished because each trip of a heavy locomotive traveling over the track can cause a failure of the termite infested ties.

Economic Impact: Clay County is faced with an unexpected financial crisis of inspecting and replacing the defective cross ties in order to keep the Yokohama Tire Plant in operation and preserving approximately 730 jobs, as well as promoting further job creation by the company at the plant site. There are approximately 5,000 cross ties involved that need to be inspected to determine which cross ties are defective. Testing of the ties can be done with a method known as "sounding" which involves dropping a steel rod on each tie, and listening for the sound that is made. If it sounds "hollow", it is deemed defective. On the other hand, a much more expensive method involving a truck that houses a computerized testing apparatus can be used. The second method may be more accurate but is much more expensive. In the opinion of the County's engineer, the second method is too expensive for the budget available. An estimated cost to replace all cross ties is approximately \$800,000. Clay County has separately applies to MDA for a rail loan in the amount of \$400,000 that, when coupled with this grant, will provide adequate funds to pay for the removal and replacement of the defective cross-ties, so as to avoid the possibility of a derailment.

The Project:

The renovation of the Yokohama Rail Spur will include removal and replacement of rotten or deteriorated cross ties, installing leveling ballast where needed, and tamping the railway track for gauge, alignment, and level without removing the railway track. This is an active rail and during the renovation, the lead track will be restored to temporary service during the period of KCS scheduled shipments to the Yokohama Tire Plant site.

15. **AMOUNT REQUESTED:** Four Hundred Thousand Dollars (\$400,000.00)

16. **Provide in detail any commitment by the company to pay rental payments or to make loan repayments to governmental entity.**

Yokohama Tire Manufacturing Mississippi, LLC (the "Company") will enter into a grant agreement by and among MDA and Clay County, Mississippi, in connection new job creation and maintenance commitments by the Company in connection with the grant (namely, 20 additional jobs within 3 years and thereafter the maintenance of 750 jobs until the expiration of the Company's job maintenance period as prescribed by the 2013 Memorandum of Understanding between the Company, MDA, the County and the other parties thereto).

## REQUIRED ATTACHMENTS:

### FOR GOVERNEMENT ENTITIES:

1. A description of the project with a detail breakdown of cost and sources of funding. See detailed description provided above. The Project will be funded from the proceeds of (a) a \$400,000 rail loan from MDA, and (b) the \$400,000 grant requested hereby; provided, that the proceeds of such rail loan will expended by the County before any proceeds of the grant requested hereby are expended.
2. Provide in detail any commitment by the existing company to pay rental payments or to make loan repayments to governmental entity. The Company will enter into a grant agreement by and among MDA and Clay County, Mississippi, in connection new job creation and maintenance commitments by the Company in connection with the grant (namely, 20 additional jobs within 3 years and thereafter the maintenance of 750 jobs until the expiration of the Company's job maintenance period as prescribed by the 2013 Memorandum of Understanding between the Company, MDA, the County and the other parties thereto).
3. Certified Proof of Publication of the Resolution of Intent. N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN
4. Certified copy of the Resolution of No Protest. N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN
5. Executed Government Entity Certification Exhibit D.

Two (2) copies of the application must be submitted to MDA. MDA will evaluate the application to determine if the project meets the program criteria and what terms and conditions the loan should bear.

**EXHIBIT C**  
**Mississippi Industry Incentive Financing Revolving Fund**  
**BANK REFERENCE FORM**

**N/A – APPLICATION IS FOR A GRANT AND NOT A LOAN**

Provide this form to the Financial Institution upon completion of Part 1.

**PART 1: APPLICANT'S AUTHORIZATION:**

<b>NAME OF FINANCIAL INSTITUTION</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	

The above reference financial institution is authorized to provide, the information requested below in Part 2, to the Mississippi Development Authority, Financial Resources Division (MDA), for its use in evaluating my application for a Mississippi Industry Incentive Financing Revolving Fund.

\_\_\_\_\_ (Applicant Name- please print or type)

\_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_ (Date)

The Financial Resources Division of MDA has complied with applicable provisions of the Right to Financial Privacy Act of 1978.

**PART 2: BANK REFERENCE:**

**CHECKING AND SAVINGS ACCOUNT**

Type of Account	Name of Account	Account Number	Date Open	Average Balance

Has the applicant ever been overdrawn on any of their accounts? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If yes, give date of last occurrence. \_\_\_\_\_

**LOAN INFORMATION**

Name of Account	Account Number	Date Closed	Original Amount	Loan Balance

Please mail the completed form to:

**Mississippi Development Authority,**  
**Financial Resources Division**  
**P O Box 849, Jackson Mississippi 39205**

**EXHIBIT D**

**APPLICATION CERTIFICATION  
FOR THE GOVERNMENT ENTITY  
MISSISSIPPI INDUSTRY INCENTIVE FINANCING REVOLVING FUND.**

I, **Amy Berry**, hereby certify that I am the Responsible Local Officer designated by the Local Government Entity to request funding. Further, as the Responsible Local Officer, I certify that the Application and attached documentation are true and accurate, and contain no misrepresentations, falsifications, omissions or concealment of material facts. I further agree to timely advise MDA of any changes in such information and documentation and will answer any such further questions regarding same.

On behalf of the Government Entity I hereby certify to the following:

Name of Local Sponsor

**CLAY COUNTY, MISSISSIPPI**

Name of Responsible Local Officer:

**AMY BERRY, CLERK OF THE CLAY COUNTY BOARD OF SUPERVISORS**

Signature of Responsible Local Officer:

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# EXHIBIT D

**A RESOLUTION  
AUTHORIZING THE CLAY COUNTY BOARD OF SUPERVISORS  
TO COMMIT FUNDS OTHER THAN ARC FUNDS  
TO A PROJECT UNDER THE  
APPALACHIAN REGIONAL COMMISSION (ARC)  
GRANT PROGRAM**

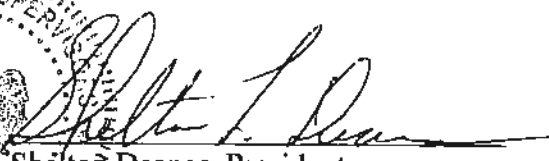
**WHEREAS**, the State of Mississippi has funds available under the Appalachian Regional Commission (ARC) Area Development Program for cities, towns and counties to address public facility and economic development needs; and

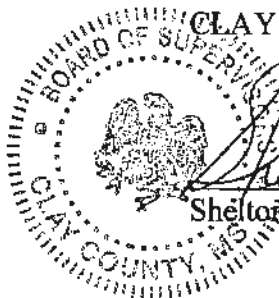
**WHEREAS**, citizens of Clay County have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Appalachian Regional Commission (ARC) Area Development Grant Program; and

**WHEREAS**, the President and Board of Supervisors of Clay County intend to leverage ARC funds (\$1,340,000) with other funds in order to provide maximum use of program funds;

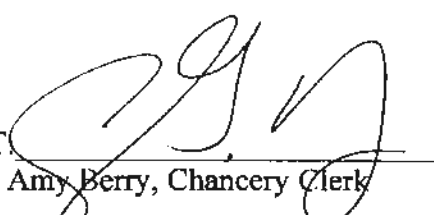
**NOW, THEREFORE, BE IT RESOLVED**, that the Clay County Board of Supervisors does hereby commit the required 20% matching funds in the amount of \$335,000 for the reconstruction of the West TVA Road project.

SO ORDERED, THIS 16th DAY OF DECEMBER 2021, BY THE CLAY COUNTY BOARD OF SUPERVISORS IN REGULAR SESSION.

CLAY COUNTY, MISSISSIPPI  
  
Shelton Deanes, President



ATTEST

  
Amy Berry, Chancery Clerk



# EXHIBIT E

	M	N	O	P
1	<b>VSO MONTHLY REPORT</b>		<b>NOV</b>	<b>DEC</b>
2	<b>365 Court Street</b>		29OCT-18NOV	19NOV-16DEC
3	<b>P.O. Box 1203</b>			
4	<b>West Point, MS 39773</b>			
5	<b>662-494-1554(OFC) 391-1071(FAX)</b>			
6	662-391-1071 (FAX)			
7	<b>VSO REPORT</b>			
8	<b>HOMEBOUND</b>		<b>1</b>	<b>0</b>
9	<b>TOTAL FILES</b>		<b>199</b>	<b>209</b> ✓
10	<b>VETERANS FROM OTHER COUNTIES</b>		<b>3</b>	<b>10</b>
11	<b>NEW VETERANS</b>		<b>10</b>	<b>12</b>
12	<b>NURSING HOME / AID &amp; ATTENDANCE</b>		<b>0</b>	<b>2</b>
13	<b>BURIAL BENEFITS</b>		<b>2</b>	<b>13</b> ✓
14	<b>NEW CASES 526-EZ</b>		<b>1</b>	<b>2</b>
15	<b>10-10EZ HEALTH FACILITY</b>		<b>1</b>	<b>2</b>
16	<b>SF 180 / DE DD214 / NGB22</b>		<b>0</b>	<b>9</b>
17	<b>MEDICAL EXPENSE REPORT</b>		<b>0</b>	<b>1</b>
18	<b>MAILED</b>		<b>1</b>	<b>15</b>
19	<b>10182 BVA BOARD OF APPEALS / NOD</b>		<b>1</b>	<b>2</b>
20	<b>VIRTUAL BVA</b>		<b>2</b>	<b>1</b>
21	<b>DECEASED ASSISTED</b>		<b>2</b>	<b>13</b>
22	<b>F 2 F</b>		<b>9</b>	<b>36</b>
23	<b>CALL IN</b>		<b>17</b>	<b>48</b>
24	<b>MONTHLY TOTAL ASSISTED</b>		<b>26</b>	<b>84</b>
25	<b>TOTAL FILES</b>		<b>199</b>	<b>209</b>
26	<b>DAYS OF WORK</b>		<b>10</b>	<b>11</b>

630

100-1631

	A	B	C	D	E	F	G	H	I	J	K	L
1	<b>VSO MONTHLY REPORT</b>		<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>
2	<b>365 Court Street</b>		17 DEC-26JAN	29FEB-26FEB	26MAR-25APR	26APR-22APR	23APR-27MAY	28MAY-24JUN	25JUN-22JUL	23JUL-26AUG	27AUG-23SEP	24SEP-28OCT
3	<b>P.O. Box 1203</b>											
4	<b>West Point, MS 39773</b>											
5	<b>662-494-1554(OFC) 391-1071(FAX)</b>											
6												
7	<b>VSO REPORT</b>		<b>Jan-21</b>				<b>5-May</b>	<b>24-Jun</b>	<b>22-Jul</b>	<b>26-Aug</b>	<b>23-Sep</b>	<b>28-Oct</b>
8	<b>HOMEBOUND</b>		<b>1</b>				<b>2</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>1</b>
9	<b>TOTAL FILES</b>		<b>120</b>				<b>126</b>	<b>136</b>	<b>165</b>	<b>170</b>	<b>179</b>	<b>187</b>
10	<b>VETERANS FROM OTHER COUNTIES</b>		<b>9</b>				<b>12</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>2</b>
11	<b>NEW VETERANS</b>		<b>6</b>				<b>8</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>9</b>	<b>8</b>
12	<b>NURSING HOME / AID &amp; ATTENDANCE</b>		<b>1</b>				<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
13	<b>BURIAL BENEFITS</b>		<b>3</b>				<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
14	<b>NEW CASES 526-EZ</b>		<b>1</b>				<b>9</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>3</b>
15	<b>10-10EZ HEALTH FACILITY</b>		<b>0</b>				<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>
16	<b>SF 180 / DD21, DD214 / NGB22</b>		<b>5</b>				<b>4</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>6</b>	<b>3</b>
17	<b>MEDICAL EXPENSE REPORT</b>		<b>1</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
18	<b>MAILED</b>		<b>12</b>				<b>5</b>	<b>5</b>	<b>9</b>	<b>7</b>	<b>26</b>	<b>19</b>
19	<b>10182 BVA BOARD OF APPEALS / NOD</b>		<b>1</b>				<b>4</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>5</b>
20	<b>VIRTUAL BVA</b>		<b>2</b>				<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>3</b>
21	<b>DECEASED</b>		<b>13</b>				<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
22	<b>F 2 F</b>		<b>16</b>				<b>11</b>	<b>12</b>	<b>22</b>	<b>14</b>	<b>11</b>	<b>18</b>
23	<b>CALL IN</b>		<b>53</b>				<b>119T</b>	<b>42</b>	<b>20</b>	<b>42</b>	<b>40</b>	<b>38</b>
24	<b>MONTHLY TOTAL ASSISTED</b>		<b>69</b>	<b>64</b>	<b>38</b>	<b>19</b>	<b>68</b>	<b>54</b>	<b>42</b>	<b>56</b>	<b>51</b>	<b>54</b>
25	<b>TOTAL FILES</b>						<b>173</b>		<b>165</b>	<b>170</b>	<b>179</b>	<b>187</b>
26	<b>DAYS OF WORK</b>		<b>18</b>				<b>9</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>11</b>	<b>14</b>

# EXHIBIT F

**GOLDEN TRIANGLE DEVELOPMENT LINK**

1102 Main Street  
Columbus, MS 39703 US  
6623285387  
mwilson@gtrlink.org  
www.clchamber.org

**Invoice**

**BILL TO**  
Clay County  
Clay County Board of Supervisors  
PO Box 815  
West Point, MS 39773

**SHIP TO**  
Clay County  
Clay County Board of Supervisors  
PO Box 815  
West Point, MS 39773

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
257713	12/08/2021	\$2,300.00	01/01/2022	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Clay County Reimbursement	Jones Walker 28755	1	2,300.00	2,300.00

**BALANCE DUE \$2,300.00**



Please Remit Payments Only To:  
201 St. Charles Avenue, 50<sup>th</sup> Floor  
New Orleans, LA 70170-5100  
Telephone 504.582.8000  
Payments Only: [jwar@joneswalker.com](mailto:jwar@joneswalker.com)  
Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
Fed. I.D. # 72-0445111

November 29, 2021

Golden Triangle Development Link  
Via Email: [Mwilson@gtrlink.Org](mailto:Mwilson@gtrlink.Org)

Client: 028755  
Matter: 14068102  
Invoice # 1105912

RE: General Project Advice - Clay County

REMITTANCE PAGE

<u>Date</u>	<u>Invoice Number</u>	<u>Fees</u>	<u>Other Charges</u>	<u>Other Adjustments</u>	<u>Payments</u>	<u>Balance Due</u>
<b>Current Invoice:</b>						
11/29/21	1105912	\$2,300.00	\$0.00		\$0.00	\$2,300.00
<b>Grand Total Due – This Matter</b>						<b>\$2,300.00</b>

Please return this page with payment or include our invoice number(s) in the wire or ACH text.  
Due and payable upon receipt. Please contact Christopher Pace if you have any questions.

Bank: Iberia Bank  
ABA Routing No.: 265270413  
Swift Code: IBEAUS44

Credit: Jones Walker LLP  
Account No.: 20000247731

00 634



Please Remit Payments Only To:  
201 St. Charles Avenue, 50<sup>th</sup> Floor  
New Orleans, LA 70170-5100  
Telephone 504.582.8000

Payments Only: [iwar@joneswalker.com](mailto:iwar@joneswalker.com)  
Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
Fed. I.D. # 72-0445111

November 29, 2021

Golden Triangle Development Link  
Via Email: [Mwilson@gtlink.Org](mailto:Mwilson@gtlink.Org)

Client: 028755  
Matter: 14068102  
Invoice #: 1105912

RE: General Project Advice - Clay County

Date	Initials	Description	Hours	Amount
10/04/21	CSP	Telephone conference with J. Higgins re Yokohama rail spur project and funding from MDA for same, as well as possible new grant from MDA based upon new committed jobs from Yokohama; related telephone conference with S. Watson at MDA re same.	0.50	✓ 250.00
10/05/21	CSP	Review Clay County Board Order re rail loan from mda and advise J. Higgins and B. Calvert re correct form for same.	0.20	✓ 100.00
10/07/21	CSP	Emails with B. Calvert and J. Higgins re bid costs for Yokohama rail spur repair project; related telephone conference with S. Watson re same; Telephone conference with J. Higgins re whether MDA can grant or refuse to grant, in MDA's sole discretion, the Advantage Jobs incentives to Project Coco; review pertinent statute and regulations re same and advise LINK team via email.	0.70	✓ 350.00
10/08/21	CSP	Review and reply to emailed questions from J. Higgins re real estate transfer taxes for Project Coco.	0.10	✓ 50.00
10/22/21	CSP	Prepare detail memo directed to Governor providing background and proposed combination of loan and grant(s) to fund repair of rail spur that serves Yokohama facility in Clay County, Mississippi; forward same to LINK team for review and comment; edit and resend memo per feedback from J. Higgins.	2.60	✓ 1,300.00
10/25/21	CSP	Participate in Conference call with LINK team and Origis representatives re Clay county solar projects and options & easements required for same.	0.50	✓ 250.00

**Total Fees: \$2,300.00**

**Timekeeper Summary**

<u>Initials</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
CSP	Christopher S. Pace	4.60	\$500.00	\$2,300.00
		<b>Totals</b>		<b>\$2,300.00</b>

**TOTAL AMOUNT DUE THIS INVOICE \$2,300.00**



**GOLDEN TRIANGLE DEVELOPMENT LINK**

1102 Main Street  
Columbus, MS 39703 US  
6623285387  
mwilson@gtrlink.org  
www.clchamber.org

**Invoice**

**BILL TO**  
Clay County  
Clay County Board of Supervisors  
PO Box 815  
West Point, MS 39773

**SHIP TO**  
Clay County  
Clay County Board of Supervisors  
PO Box 815  
West Point, MS 39773

DICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
257716	12/08/2021	\$309.67	01/01/2022	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Clay County Reimbursement	Jones Walker 1105911	1	309.67	309.67

**BALANCE DUE**

**\$309.67**

# JONES WALKER

Please Remit Payments Only To:  
201 St. Charles Avenue, 50<sup>th</sup> Floor  
New Orleans, LA 70170-5100  
Telephone 504.582.8000  
Payments Only: [jwar@joneswalker.com](mailto:jwar@joneswalker.com)  
Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
Fed. I.D. # 72-0445111

November 29, 2021

Golden Triangle Development Link  
Via Email: [Mwilson@gtrlink.Org](mailto:Mwilson@gtrlink.Org)

Client: 028755  
Matter: 14068100  
Invoice #: 1105911

RE: General Project Advice

## REMITTANCE PAGE

<i>Date</i>	<i>Invoice Number</i>	<i>Fees</i>	<i>Other Charges</i>	<i>Other Adjustments</i>	<i>Payments</i>	<i>Balance Due</i>
<b>Current Invoice:</b>						
11/29/21	1105911	\$1,179.00	\$0.00		\$0.00	\$1,179.00
<b>Grand Total Due – This Matter</b>						<b>\$1,179.00</b>

Please return this page with payment or include our invoice number(s) in the wire or ACH text.  
Due and payable upon receipt. Please contact Christopher Pace if you have any questions.

Bank: Iberia Bank  
ABA Routing No.: 265270413  
Swift Code: IBEAUS44

Credit: Jones Walker LLP  
Account No.: 20000247731



Please Remit Payments Only To:  
 201 St. Charles Avenue, 50<sup>th</sup> Floor  
 New Orleans, LA 70170-5100  
 Telephone 504.582.8000

Payments Only: [jwar@joneswalker.com](mailto:jwar@joneswalker.com)  
 Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
 Fed. I.D. # 72-0446111

November 29, 2021

Golden Triangle Development Link  
 Via Email: [Mwilson@gtlink.Org](mailto:Mwilson@gtlink.Org)

Client: 028755  
 Matter: 14068100  
 Invoice #: 1105911

RE: General Project Advice

Okt. = 309.67  
 Clay = 309.67  
 Loundis = 309.66

Date	Initials	Description	Hours	Amount
10/04/21	ZWB	Conference with C. Pace regarding data for, and preparation of, DOE MAEP calculation worksheet	0.30 Bill 3	99.00
10/05/21	ZWB	Correspondence with Dept. of Education staff regarding MAEP funding formula status of each school dsitric in Mississippi.	0.60 Bill 3	198.00
10/11/21	ZWB	Correspondence with C. Pace regarding initial data received from MDOE re MAEP funding formula status of each school dsitric in Mississippi.	0.40 Bill 3	132.00
10/12/21	CSP	Prepare speaking points (questions) for Speaker Gunn in advance of his return visit to address tax reform concerns of GTR business community; circulate same to LINK team review and comment.	0.60 LINK	300.00
10/20/21	CSP	Review and edit draft NDA for Board members; forward same to M. Whitaker.	0.50 LINK	250.00
10/20/21	CSP	Review MAEP/FILOT Impact list prepared by Z. Branson based on MDOE data; forward same to LINK; telephone conference and emails with J. Higgins re same.	0.40 Bill 3	200.00

**Total Fees: \$1,179.00**

**Timekeeper Summary**

Initials	Timekeeper	Hours	Rate	Amount
----------	------------	-------	------	--------

**Timekeeper Summary**

<i>Initials</i>	<i>Timekeeper</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
ZWB	Zachary W. Branson	1.30	\$330.00	\$429.00
CSP	Christopher S. Pace	1.50	\$500.00	\$750.00
<b>Totals</b>		<b>2.80</b>		<b>\$1,179.00</b>

**TOTAL AMOUNT DUE THIS INVOICE**

**\$1,179.00**

GOLDEN TRIANGLE DEVELOPMENT LINK NEW  
 1102 Main Street  
 Columbus, MS 39703 US  
 6623285387  
 mwilson@gtrlink.org  
 www.clchamber.org

**Invoice**

**BILL TO**  
 Clay County  
 Clay County Board of Supervisors  
 PO Box 815  
 West Point, MS 39773

**SHIP TO**  
 Clay County  
 Clay County Board of Supervisors  
 PO Box 815  
 West Point, MS 39773

OFFICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
257711	12/08/2021	\$410.00	01/01/2022	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Clay County Reimbursement	Calvert Spradling 9943	1	410.00	410.00
				<b>BALANCE DUE</b>	<b>\$410.00</b>

Calvert-Spradling Engineers, Inc  
P. O. Drawer 1078  
West Point, MS 39773  
662-494-7101

Golden Triangle Development Link  
P. O. Box 1328  
Columbus, MS 39703

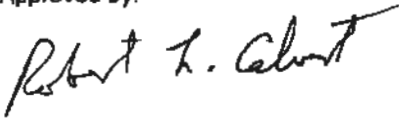
Invoice number 9943  
Date 11/23/2021

Project 220-113 LINK - PROJECT HOPE-SOLAR  
FARM (CLAY CO.)

Labor

	Date	Hours	Rate	Billed Amount
Robert L. Calvert 260 - HOURLY ENGINEER	11/04/2021	2.00	205.00	410.00
<i>phase 1 form</i>				
			invoice total	410.00

Approved by:



Robert L. Calvert

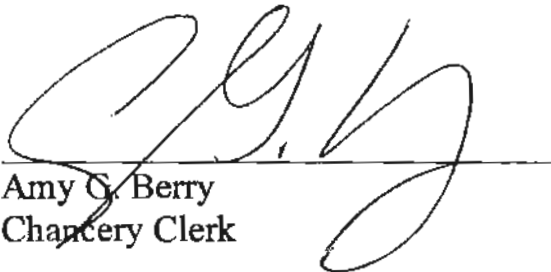
# EXHIBIT G

—

**CLAY COUNTY CHANCERY CLERK, AMY G. BERRY  
AFFIDAVIT OF JUSTICE COURT SETTLEMENT**

I, AMY G. BERRY, Chancery Clerk of Clay County, hereby certify that attached hereto as Exhibit A is a correct copy of the Clay County Justice Court Civil and Criminal Settlement as settled to this office for the month of November 2021 submitted herein for approval and to be spread upon the minutes of this Board.

Witness this signature on the 16h day of December, 2021.

  
Amy G. Berry  
Chancery Clerk



DEPOSITORY RECEIPTS  
CLAY COUNTY, MISSISSIPPI  
P O BOX 815

REPRINT

WEST POINT, MS 39773-0000

RECEIPT DATE: 11/23/2021

NO. 2021 32889

RECEIPT DESCRIPTION: SETTLEMENT - CRIMINAL

PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET  
OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND  
DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

001 GENERAL COUNTY	
000-216 JUSTICE COURT CLERK FEES	1117.00
000-222 COUNTY PROS ATTY FEES	84.00
000-230 JUSTICE COURT FINES	19259.53
104 LAW LIBRARY	
000-216 JUSTICE COURT FEES	240.50
650 JUDICIAL ASSESSMENT CLEARING FUND	
000-122 TV-TRAFFIC VIOLATIONS	80.00
000-122 TV-TRAFFIC VIOLATIONS	9787.00
000-123 IC-IMPLIED CONSENT	1577.00
000-124 GF-GAME & FISH	178.00
000-126 OM-OTHER MISDEMEANORS	1356.25
000-128 ABF-APPEARANCE BOND	178.50
000-129 CC-COURT CONSTITUENTS	65.00
000-130 VBF- VICTIMS BOND FEE	116.00
000-137 MVL-MOTOR VEHICLE LIABILI	654.45
000-138 MHP-HIGHWAY PATROL ASSESS	939.75
000-147 CS-CRIME STOPPERS	154.00
000-149 TT- TRAUMA TRAFFIC	1323.50
000-151 SHERIFF FEES WIRELESS COM	30.50
000-153 DV- DRUG VIOLATION	50.00
000-157 UMI - UNINSURED MOTORIST	1914.25
TOTAL FOR RECEIPT 2021 32889	39105.23

WITNESS MY SIGNATURE, THIS THE 23 DAY OF NOVEMBER, 2021.

AMY BERRY,  
CHANCERY CLERK OF CLAY COUNTY

DATED: 11/23/21

BY: [Signature]

0645

INVOICE DATE	INVOICE NUMBER ACCT	CASE #	DESCRIPTION	10007 INVOICE AMOUNT
11/20/2021	2021112001105	0000000	FINE COLLECTION <i>001-230</i>	19259.53
11/20/2021	2021112001106	0000000	MOTOR VEHICLE INSURANC <i>650-177</i>	654.45
11/20/2021	2021112001110	0000000	CLERKS FEE <i>01-216</i>	1117.00
11/20/2021	2021112001115	0000000	LAW LIBRARY TO CIRCUIT <i>104216</i>	240.50
11/20/2021	2021112001117	0000000	CRIME STOPPERS <i>650-144</i>	154.00
11/20/2021	2021112001120	0000000	COUNTY ATTORNEY <i>001-222</i>	84.00
11/20/2021	2021112001121	0000000	HIGHWAY PATROL ASSESSM <i>650-178</i>	939.75
11/20/2021	2021112001128	0000000	COURT CONSTITUENTS FUN <i>650-129</i>	65.00
11/20/2021	2021112001129	0000000	ADULT DRIVING TRAINING <i>650-122</i>	80.00
11/20/2021	2021112001130	0000000	TRAFFIC VIOLATION <i>650-122</i>	9787.00
11/20/2021	2021112001135	0000000	IMPLIED CONSENT <i>650-122</i>	1577.00
11/20/2021	2021112001140	0000000	GAME AND FISH <i>650-124</i>	178.00
11/20/2021	2021112001150	0000000	OTHER MISDEMEANOR <i>650-126</i>	1356.25
11/20/2021	2021112001160	0000000	SHERIFF FEE <i>650-157</i>	30.50
11/20/2021	2021112001165	0000000	DEFENDENT BOND FEE <i>650-120</i>	178.50
11/20/2021	2021112001166	0000000	VICTIMS BOND FEE <i>650-120</i>	116.00
11/20/2021	2021112001186	0000000	UNINSURED MOTORIST IDE <i>650-157</i>	1914.25
11/20/2021	2021112001194	0000000	DRUG VIOLATION <i>650-157</i>	50.00
11/20/2021	2021112001198	0000000	TRAFFIC TRAUMA <i>650-149</i>	1323.50
			TOTAL AMOUNT OF CHECK 10007	39105.23

646

Code	Description	Code Statute	Amount
1 00	CRIMINAL ACCOUNT:		
1 05	Fine.....		19259.53
1 06	MOTOR VEHICLE INSURANCE	63-15-4	654.45
1 09	ADDITIONAL LITTER ASSMT	97-15-29	
1 10	Court Clerk's Fee.....	25-7-25 g	1117.00
1 13	County Attorney Fee.....	25-3-9	84.00
1 16	District Attorney Fee.....	97-19-79	
1 21	HIGHWAY PATROL ASSESSMENT	63-9-31	939.75
1 22	County Law Library.....	19-7-31	240.50
1 25	State Assessments.....		
1 30	Traffic.....	99-19-73 (1)	9787.00
1 35	Implied Consent.....	99-19-73 (2)	1577.00
1 40	Game and Fish.....	99-19-73 (3)	178.00
1 45	LITTER	99-19-73 (4)	
1 50	Misdemeanor.....	99-19-73 (5)	1356.25
1 55	Court Constituents.....	37-26-9	65.00
1 58	Criminal Justice.....	97-19-67	
1 59	SIMPLE ASSAULT ON MINOR	97-3-65	
1 60	Crime Stoppers.....		154.00
1 65	Defendant Bond Fee.....		178.50
1 66	VICTIMS BOND FEE	83-39-31 (7)	116.00
1 70	Uniform Constable Fee.....		
1 71	ADULT DRIVING TRAINING	63-9-11	80.00
1 75	sheriff fee		30.50
1 76	HUNTING VIOLATIONS	49-7-21-6	
1 86	UNINSURED MOTORIST IDENT.....	63-16-13	1914.25
1 90	MSB Collection Agency		
1 92	DPS-DUI INTERLOCK DEVICE FEE	63-11-30	
1 94	DRUG VIOLATION	41-29-139	50.00
1 95	RAILROAD CROSSING VIOLATION	77-9-249	
1 96	MS Court Collections Fees.....		
1 98	TRAFFIC TRAUMA		1323.50
1 99	Other.....		
	TOTAL CRIMINAL ACCOUNT:		39105.23
3 00	CLEARING ACCOUNT:		
3 40	Out of County Process.....	25-7-19 g	
3 45	Appearance Bond Fee.....	83-39-31	
3 50	Bail Bond.....		
3 55	Judgment.....		
3 60	Restitution.....		
3 65	Appeal Bond.....		
3 70	Garnishments Received.....		
3 81	Juror Fees.....		
3 99	Other.....		
	TOTAL CLEARING ACCOUNT:		
5 00	DRUG COURT		
5 01	Drug Court Payment.....		
	TOTAL DRUG COURT		
	TOTAL COLLECTION -		39,105.23

DEPOSITORY RECEIPTS  
CLAY COUNTY, MISSISSIPPI  
P O BOX 815

REPRINT

WEST POINT, MS 39773-0000

RECEIPT DATE: 11/24/2021

NO. 2021 3290

RECEIPT DESCRIPTION: SETTLEMENT - CIVIL

PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET  
OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND  
DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

001 GENERAL COUNTY		
000-216 JUSTICE COURT CLERK FEES		1265.00
000-216 JUSTICE COURT CLERK FEES		5.00
000-223 CONSTABLE FEES		3600.00
000-223 CONSTABLE FEES		10.00
104 LAW LIBRARY		
000-216 JUSTICE COURT FEES		66.00
650 JUDICIAL ASSESSMENT CLEARING FUND		
000-129 CC-COURT CONSTITUENTS		22.00
000-132 SCEF COURT EDUCATION		88.00
	TOTAL FOR RECEIPT 2021 32907	5056.00

WITNESS MY SIGNATURE, THIS THE 24 DAY OF NOVEMBER, 2021.

DATED: 11/24/21

AMY BERRY,  
CHANCERY CLERK OF CLAY COUNTY

BY: [Signature]

20009  
INVOICE  
AMOUNT

INVOICE DATE	INVOICE NUMBER ACCT	CASE #	DESCRIPTION	INVOICE AMOUNT
11/20/2021	2021112002205	0000000	UNIFORM COURT FEE (CLE <i>001-216</i> )	1265.00
11/20/2021	2021112002210	0000000	ADDITIONAL DEFENDANT-C <i>001-216</i>	5.00
11/20/2021	2021112002225	0000000	LAW LIBRARY <i>104-216</i>	66.00
11/20/2021	2021112002230	0000000	COURT EDUCATION <i>50-132</i>	88.00
11/20/2021	2021112002226	0000000	CONSTITUENT FUND <i>680-129</i>	22.00
11/20/2021	2021112002240	0000000	CONSTABLE FEE <i>001-225</i>	3600.00
11/20/2021	2021112002245	0000000	ADDITIONAL DEFENDANT-C <i>001-225</i>	10.00
			<b>TOTAL AMOUNT OF CHECK 20009</b>	<b>5056.00</b>

INVOICE DATE	INVOICE NUMBER	ACCOUNT	DESCRIPTION	INVOICE AMOUNT
11/20/2021	2021112002	205	UNIFORM COURT FEE (CLE	1265.00
11/20/2021	2021112002	210	ADDITIONAL DEFENDANT-C	5.00
11/20/2021	2021112002	225	LAW LIBRARY	66.00
11/20/2021	2021112002	230	COURT EDUCATION	88.00
11/20/2021	2021112002	226	CONSTITUENT FUND	22.00
11/20/2021	2021112002	240	CONSTABLE FEE	3600.00
11/20/2021	2021112002	245	ADDITIONAL DEFENDANT-C	10.00
			TOTAL AMOUNT OF CHECK 20009	5056.00

650

# EXHIBIT H

**Calculation of Estimated Contributions/Wages For Constables  
December 2021**

**Calculation:**

	<b>Martha Gail Stafford</b>	<b>Sherman Ivy</b>	
Gross Fee Income *	\$315.00	\$2,160.00	<b>(Input)</b>
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$34.65</u>	<u>\$237.60</u>	
Estimated Contributions	\$34.65	\$237.60	
Divided by PERS EE/ER	21.93%	21.93%	
Estimated Wages To Be Reported To PERS	<u>\$158.00</u>	<u>\$1,083.45</u>	
Estimated Wages	\$158.00	\$1,083.45	
Multiplied by PERS EE Rate	9.00%	9.00%	
Estimated PERS EE Contributions	<u>\$14.22</u>	<u>\$97.51</u>	
Estimated Wages	\$158.00	\$1,083.45	
Multiplied by PERS ER Rate	17.40%	17.40%	
Estimated PERS ER Contributions	<u>\$27.49</u>	<u>\$188.52</u>	

**\*\*Summary of Wages and Contributions to be reported to PERS For Constables: \*\***

Estimated Wages	\$158.00	\$1,083.45	
Estimated PERS EE Contributions	\$14.22	\$97.51	111.73
Estimated PERS ER Contributions	\$27.49	\$188.52	216.01
Total Estimated Contributions	<u>\$41.71</u>	<u>\$286.03</u>	

**\*\*Funds to be Paid to Constables\*\***

Gross Fee Income	\$315.00	\$2,160.00
Less: Total Estimated PERS EE/ER Contributions	<u>\$41.71</u>	<u>\$286.03</u>
Net Gross	\$273.29	\$1,873.97

Need an order to transfer to Payroll Clearing fund \$327.74 to remit with Retirement Contributions

\* Gross Fee Income is turned in to comptroller by the Justice Court Deputy.



# EXHIBIT I

# COPY

**COMMERCIAL PROMISSORY NOTE**

**Bank of Commerce**  
310 Howard Street  
Greenwood, Mississippi 38935-0546  
(662)453-4142

LOAN NUMBER	NOTE DATE	PRINCIPAL AMOUNT	MATURITY DATE
111012	December 13, 2021	\$200,000.00	December 13, 2026
LOAN PURPOSE: Lease Purchase to Purchase Nine Vehicles for Sheriff's Department			

**BORROWER INFORMATION**

CLAY COUNTY BOARD OF SUPERVISORS  
365 Court St.  
West Point, MS 39773

**NOTE.** This Commercial Promissory Note will be referred to in this document as the "Note."

**LENDER.** "Lender" means Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935-0546, its successors and assigns.

**BORROWER.** "Borrower" means each person or legal entity identified above in the BORROWER INFORMATION section who signs this Note.

**PROMISE TO PAY.** For value received, receipt of which is hereby acknowledged, on demand by Lender, or if no demand is made, on or before the Maturity Date, the Borrower promises to pay the principal amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) and all interest on the outstanding principal balance and any other charges, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

**PAYMENT SCHEDULE.** This Note will be paid according to the following schedule: 60 consecutive payments of principal and interest in the amount of \$3,462.96 beginning on January 13, 2022 and continuing on the same day of each month thereafter. The unpaid principal balance of this Note, together with all accrued interest and charges owing in connection therewith, shall be due and payable on the Maturity Date unless demanded earlier. All payments received by the Lender from the Borrower for application to this Note may be applied to the Borrower's obligations under this Note in such order as determined by the Lender.

**INTEREST RATE AND SCHEDULED PAYMENT CHANGES.** Interest will begin to accrue on December 13, 2021. The interest rate on this Note will be fixed at 1.490% per annum.

Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law. Interest on this Note is calculated on an Actual/360 day basis. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note. The unpaid balance of this loan after the Maturity Date, whether by acceleration or otherwise, shall be subject to a post-maturity rate of interest equal to same as loan rate at maturity.

**LATE PAYMENT CHARGE.** If any required payment is more than 15 days late, then at Lender's option, Lender will assess a late payment charge of 4.000% of the amount of the regularly scheduled payment then past due, subject to a maximum charge of \$50.00 and a minimum charge of \$5.00.

**PREPAYMENT PENALTY.** This Note may be prepaid, in full or in part, at any time, without penalty.

**SECURITY TO NOTE.** Security (the "Collateral") for this Note is granted pursuant to the following security document(s):

- Security Agreement dated December 13, 2021 evidencing security interest in Lease-Purchase Agreement dated December 13, 2021 between Bank of Commerce ("Lessor" or "Seller"), and Clay County Board of Supervisors, ("Lessee" or "Purchaser"), for Nine (9) vehicles with the following VIN, VIN # 1C6RR7LT7MS559851 2021 Ram Classic 1500 Truck; VIN # 3C6RR7KT5MG691838 2021 Ram Classic 1500 Truck; VIN # 1C4RDJFG4MC643803 -2021 Dodge Durango; VIN # 1C4RDJFGXMC643806 2021 Dodge Durango; VIN # 1C4RDJFG9MC643800 2021 Dodge Durango; VIN # 1C4RDJFG2MC643802 2021 Dodge Durango; VIN # 1C4RDJFG8MC643805 2021 Dodge Durango; VIN # 1C4RDJFG1MC643807 2021 Dodge Durango; VIN# 1C4RDJFG9MC683603 2021 Dodge Durango, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.

**RIGHT OF SET-OFF.** To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Lender to Borrower including any or all of Borrower's accounts with Lender. This shall include all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against anyone else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application



for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Lender will not be liable for the dishonor of any check when the dishonor occurs because Lender set-off a debt against Borrower's account. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

**PAYABLE ON DEMAND.** This is a demand note. Payment is due upon the earlier to occur of (a) Lender's demand or (b) the Maturity Date.

**DISHONORED ITEM FEE.** If Borrower makes a payment on the loan with a check or preauthorized charge which is later dishonored, a fee in the amount of \$0.00 will be charged.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments, and any other documents or agreements executed in connection with the indebtedness evidenced hereby this Note whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

**DEFAULT.** Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents; (c) any default by Borrower under the terms of any other agreement between Lender and Borrower; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

**GENERAL WAIVERS.** To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest, and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

**JOINT AND SEVERAL LIABILITY.** If permitted by law, each Borrower executing this Note is jointly and severally bound.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

**SURVIVAL.** The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns, and successors of Borrower.

**ASSIGNABILITY.** Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder without the express written consent of the Lender.

**ORAL AGREEMENTS DISCLAIMER.** This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**GOVERNING LAW.** This Note is governed by the laws of the state of Mississippi except to the extent that federal law controls.

**HEADING AND GENDER.** The headings preceding text in this Note are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

**ATTORNEYS' FEES AND OTHER COSTS.** Borrower agrees to pay all of Lender's costs and expenses in connection with the enforcement of this Note including, without limitation, reasonable attorneys' fees, to the extent permitted by law.

**ADDITIONAL PROVISIONS.** UCC-1 on lease-Purchase Agreement dated December 13, 2021 between Bank of Commerce ("Lessor" or "Seller"), and Clay County Board of Supervisors, ("Lessee" or "Purchaser"), for Nine (9) vehicles with the following VIN, VIN # 1C6RR7LT7MS559851 2021 Ram Classic 1500 Truck; VIN # 3C6RR7KT5MG691838 2021 Ram Classic 1500 Truck; VIN # 1C4RDJFG4MC643803 2021 Dodge Durango; VIN # 1C4RDJFGXMC643806 2021 Dodge Durango; VIN # 1C4RDJFG9MC643800 2021 Dodge Durango; VIN # 1C4RDJFG2MC643802 2021 Dodge Durango; VIN # 1C4RDJFG8MC643805 2021 Dodge Durango; VIN # 1C4RDJFG1MC643807 2021 Dodge Durango; VIN# 1C4RDJFG9MC683603 2021 Dodge Durango, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.



By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt hereof.  
CLAY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
By: Amy Berry Date  
Its: Chancery Clerk

\_\_\_\_\_  
By: Shelton Deanes Date  
Its: President

LENDER: Bank of Commerce

\_\_\_\_\_  
By: Bruff Sanders Date  
Its: Executive Vice President



**COMMERCIAL SECURITY AGREEMENT**

**Bank of Commerce**  
310 Howard Street  
Greenwood, Mississippi 38935-0546  
(662)453-4142

LOAN NUMBER	AGREEMENT DATE
111012	December 13, 2021

**BORROWER INFORMATION**  
CLAY COUNTY BOARD OF SUPERVISORS  
365 Court St.  
West Point, MS 39773

**COLLATERAL OWNER INFORMATION**  
CLAY COUNTY BOARD OF SUPERVISORS  
365 Court St.  
West Point, MS 39773

**AGREEMENT.** For purposes of this document, the term "Agreement" is used when reference is made to this Commercial Security Agreement.

**LENDER.** "Lender" means Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935-0546, its successors and assigns.

**DEBTOR.** For purposes of this Agreement, "Debtor" refers to any party to this Agreement, whose name and address is recited above, and who executes this Agreement.

**SECURITY INTEREST GRANT.** Debtor, in consideration of the Obligations to Lender, as defined in the "OBLIGATIONS" provision below, hereby agrees to all of the terms of this Agreement and further hereby specifically grants Lender a continuing security interest in the Collateral as defined in the "DESCRIPTION OF COLLATERAL" provision below. Debtor further grants Lender a security interest in the proceeds of said Collateral; the proceeds of hazard insurance and eminent domain or condemnation awards involving the Collateral; all products of, and accessions to, such Collateral or interests therein; any and all deposits or other sums at any time credited by or due from Lender to Debtor; and any and all instruments, documents, policies, and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property, and the proceeds thereof (whether or not the same are Collateral or proceeds thereof hereunder), owned by Debtor or in which Debtor has an interest which are now or at any time hereafter in possession or control of Lender, or in transit by mail or carrier to or from Lender, or in possession of any third party acting on Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent or otherwise, or whether Lender has conditionally released the same. Debtor's grant of a continuing security interest in the foregoing described Collateral secures to Lender the payment of all loans, advances, and extensions of credit from Lender to Borrower, including all renewals and extensions thereof, and any and all obligations of every kind whatsoever, whether heretofore, now, or hereafter existing or arising between Lender and Borrower and howsoever incurred or evidenced, whether primary, secondary, contingent, or otherwise.

**OBLIGATIONS.** As used in this Agreement, the term "Obligations" shall mean any and all of Debtor's obligations to Lender, whether they arise under this Agreement or the note, loan agreement, guaranty, or other evidence of debt executed in connection with this Agreement, or under any other mortgage, trust deed, deed of trust, security deed, security agreement, note, lease, instrument, contract, document, or other similar writing heretofore, now, or hereafter executed by the Borrower to Lender, including any renewals, extensions and modifications thereof, and including oral agreements and obligations arising by operation of law. The Obligations shall also include all expenditures that Lender may make under the terms of this Agreement or for the benefit of Borrower or Debtor, all interest, costs, expenses, and attorneys' fees accruing to or incurred by Lender in enforcing the Obligations or in the protection, maintenance, preservation, or liquidation of the Collateral, and any of the foregoing that may arise after the filing of any petition by or against Borrower or Debtor under the Bankruptcy Code, irrespective of whether the obligations do not accrue because of the automatic stay under Bankruptcy Code Section 362 or otherwise.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Agreement whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Agreement by reference thereto, with the same force and effect as if fully set forth herein.

**DESCRIPTION OF COLLATERAL.** The collateral covered by this Agreement (the "Collateral") is all of the Debtor's property described below which the Debtor now owns or may hereafter acquire or create and all proceeds and products thereof, whether tangible or intangible, including proceeds of insurance and which may include, but shall not be limited to, any items listed on any schedule or list attached hereto.

**Chattel Paper.** "Chattel Paper" shall consist of all records now held or hereafter acquired by Debtor that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include (i) charters or other



contracts involving the use or hire of a vessel, or (ii) records that evidence a right to payment arising out of the use of a credit card or charge card of information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper. The definition of chattel paper includes electronic chattel paper. Debtor agrees that it will assist Lender in obtaining control of electronic chattel paper by (i) creating a single authoritative copy of the record(s) existing which is unique and identifiable, (ii) ensuring that the authoritative copy identifies the Lender as the assignee of the record(s), and (iii) ensuring that the authoritative copy is communicated to and maintained by the Lender or its designated custodian. Copies or revisions that add or change an identified assignee of the authoritative copy can be made only with the participation of the Lender. Debtor agrees that each copy or authoritative copy and any copy of a copy shall be readily identifiable as a copy that is not the authoritative copy, and any revision of any authoritative copy is readily identifiable as an authorized or unauthorized revision.

**Specific Collateral.** "Specific" refers to the specific property, together with all related rights, described below.

**SPECIFIC COLLATERAL DESCRIPTION:** Lease-Purchase Agreement dated December 13, 2021 between Bank of Commerce ("Lessor" or "Seller"), and Clay County Board of Supervisors, ("Lessee" or "Purchaser"), for Nine (9) vehicles with the following VIN, VIN # 1C6RR7LT7MS559851 2021 Ram Classic 1500 Truck; VIN # 3C6RR7KT5MG691838 2021 Ram Classic 1500 Truck; VIN # 1C4RDJFG4MC643803 -2021 Dodge Durango; VIN # 1C4RDJFGXMC643806 2021 Dodge Durango; VIN # 1C4RDJFG9MC643800 2021 Dodge Durango; VIN # 1C4RDJFG2MC643802 2021 Dodge Durango; VIN # 1C4RDJFG8MC643805 2021 Dodge Durango; VIN # 1C4RDJFG1MC643807 2021 Dodge Durango; VIN# 1C4RDJFG9MC683603 2021 Dodge Durango, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.

**WARRANTIES.** The Debtor warrants the following: Debtor has or will acquire free and clear title to all of the Collateral, unless otherwise provided herein; the security interest granted to the Lender shall be a first security interest unless the Lender specifically agrees otherwise, and the Debtor will defend same to the Lender against the claims and demands of all persons; the Debtor will fully cooperate in placing, perfecting, or maintaining Lender's lien or security interest; the Debtor agrees to take whatever actions requested by Lender to perfect and continue Lender's security interest on the Collateral; the Debtor agrees not to allow or permit any lien, security interest, adverse claim, charge, or encumbrance of any kind against the Collateral or any part thereof, without the Lender's prior written consent; all of the Collateral is located in the state of the Debtor's address specified at the beginning of this Agreement, unless otherwise certified to and agreed to by the Lender, or, alternatively, is in possession of the Lender; the Debtor will not remove or change the location of any Collateral without the Lender's prior written consent; the Debtor will use the Collateral only in the conduct of its own business, in a careful and proper manner; the Debtor will not use the Collateral or permit it to be used for any unlawful purpose; except as otherwise provided in this Agreement with respect to inventory, Debtor will not, without the Lender's prior written consent, sell, assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral, or any part thereof, or any interest therein, nor will Debtor offer to sell, assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral, or any part thereof, or any interest therein; the Debtor will not conduct business under any name other than that given at the beginning of this Agreement, nor change, nor reorganize the type of business entity as described, except upon the prior written approval of the Lender, in which event the Debtor agrees to execute any documentation of whatsoever character or nature demanded by the Lender for filing or recording, at the Debtor's expense, before such change occurs; the information regarding Debtor's state of organization or formation as set forth in the Resolution is correct, and Debtor further warrants that Debtor will not change Debtor's state of organization or formation without Lender's prior written consent and will assist Lender with any changes to any documents, filings, or other records resulting or required therefrom; the Debtor will keep all records of account, documents, evidence of title, and all other documentation regarding its business and the Collateral at the address specified at the beginning of this Agreement, unless notice thereof is given to the Lender at least ten (10) days prior to the change of any address for the keeping of such records; the Debtor will, at all times, maintain the Collateral in good condition and repair and will not sell or remove same except as to inventory in the ordinary course of business; all financial information and statements delivered by the Debtor to the Lender to obtain loans and extensions of credit are true and correct and are prepared in accordance with generally accepted accounting principles; there has been no material adverse change in the financial condition of the Debtor since it last submitted any financial information to the Lender; there are no actions or proceedings, including set-off or counterclaim, which are threatened or pending against the Debtor which may result in any material adverse change in the Debtor's financial condition or which might materially affect any of the Debtor's assets; and the Debtor has duly filed all federal, state, municipal, and other governmental tax returns, and has obtained all licenses, permits, and the like which the Debtor is required by law to file or obtain, and all such taxes and fees for such licenses and permits required to be paid, have been paid in full.

**ADDITIONAL COLLATERAL.** In the event that Lender should, at any time, determine that the Collateral or Lender's security interest in the Collateral is impaired, insufficient, or has declined or may decline in value, or if Lender should deem that payment of the Obligations is insecure, time being of the very essence, then Lender may require, and Debtor agrees to furnish, additional Collateral that is satisfactory to Lender. Lender's request for additional collateral may be oral or in writing delivered by United States mail addressed to Debtor and shall not affect any other subsequent right of the Lender to request additional Collateral.

**FINANCING STATEMENT(S) AND LIEN PERFECTION.** Lender is authorized to file a conforming financing statement or statements to perfect its security interest in the Collateral, as provided in Revised Article 9, Uniform Commercial Code - Secured Transactions. Debtor agrees to provide such information, supplements, and other documents as Lender may from time to time require to supplement or amend such financing statement filings, in order to comply with applicable state or federal law and to preserve and protect the Lender's rights in the Collateral. The Debtor further grants the Lender a power of attorney to execute any and all documents necessary for the Lender to perfect or maintain perfection of its security interest in the Collateral, and to change or correct any error on any financing statement or any other document necessary for proper placement of a lien on any Collateral which is subject to this Agreement.

**RELATIONSHIP TO OTHER AGREEMENTS.** This Agreement and the security interests (and pledges and assignments, as applicable) herein granted are in addition to (and not in substitution, novation or discharge of) any and all prior or contemporaneous security agreements,



security interest, pledges, assignments, mortgages, liens, rights, titles, or other interests in favor of Lender or assigned to Lender by others in connection with the Obligations. All rights and remedies of Lender in all such agreements are cumulative.

**TAXES, LIENS, ETC.** The Debtor agrees to pay all taxes, levies, judgments, assessments, and charges of any nature whatsoever relating to the Collateral or to the Debtor's business. If the Debtor fails to pay such taxes or other charges, the Lender, at its sole discretion, may pay such charges on behalf of the Debtor; and all sums so dispensed by the Lender, including reasonable attorneys' fees, court costs, expenses, and other charges relating thereto, shall become a part of the Obligations and shall be payable on demand.

**PROTECTION OF COLLATERAL.** Debtor agrees that Lender may, at Lender's sole option, whether before or after any event of default, and without prior notice to Debtor, take the following actions to protect Lender's interest in the Collateral: (a) pay for the maintenance, preservation, repair, improvement, or testing of the Collateral; (b) pay any filing, recording, registration, licensing, certification, or other fees and charges related to the Collateral; or (c) take any other action to preserve and protect the Collateral or Lender's rights and remedies under this Agreement, as Lender may deem necessary or appropriate from time to time. Debtor agrees that Lender is not obligated and has no duty whatsoever to take the foregoing actions. Debtor further agrees to reimburse Lender promptly upon demand for any payment made or any expenses incurred by Lender pursuant to this authorization. Payments and expenditures made by Lender under this authorization shall constitute additional Obligations, shall be secured by this Agreement, and shall bear interest thereon from the date incurred at the maximum rate of interest, including any default rate, if one is provided, as set forth in the notes secured by this obligation.

**INFORMATION AND REPORTING.** The Debtor agrees to supply to the Lender such financial and other information concerning its affairs and the status of any of its assets as the Lender, from time to time, may reasonably request. The Debtor further agrees to permit the Lender, its employees, and agents, to have access to the Collateral for the purpose of inspecting it, together with all of the Debtor's other physical assets, if any, and to permit the Lender, from time to time, to verify Accounts, if any, as well as to inspect, copy, and to examine the books, records, and files of the Debtor.

**CROSS-COLLATERALIZATION.** Debtor agrees that any security interest provided in Collateral under this Agreement or any Collateral provided in connection with any and all other indebtedness of Debtor to Lender, whether or not such indebtedness is related by class or claim and whether or not contemplated by the parties at the time of executing each evidence of indebtedness, shall act as Collateral for all said indebtedness. This cross-collateralization provision shall not apply to any Collateral that is/are household goods or a principal dwelling.

**DEFAULT.** The occurrence of any of the following events shall constitute a default of this Agreement: (a) the non-payment, when due (whether by acceleration of maturity or otherwise), of any amount payable on any of the Obligations or any extension or renewal thereof; (b) the failure to perform any agreement of the Debtor contained herein or in any other agreement Debtor has or may have with Lender; (c) the publication of any statement, representation, or warranty, whether written or oral, by the Debtor to the Lender, which at any time is untrue in any respect as of the date made; (d) the condition that any Debtor becomes insolvent or unable to pay debts as they mature, or makes an assignment for the benefit of the Debtor's creditors, or conveys substantially all of its assets, or in the event of any proceedings instituted by or against any Debtor alleging that such Debtor is insolvent or unable to pay debts as they mature (failure to pay being conclusive evidence of inability to pay); (e) Debtor makes application for appointment of a receiver or any other legal custodian, or in the event that a petition of any kind is filed under the Federal Bankruptcy Code by or against such Debtor and the resulting proceeding is not discharged within thirty days after filing; (f) the entry of any judgment against any Debtor, or the issue of any order of attachment, execution, sequestration, claim and delivery, or other order in the nature of a writ levied against the Collateral; (g) the death of any Debtor who is a natural person, or of any partner of any Debtor that is a partnership; (h) the dissolution, liquidation, suspension of normal business, termination of existence, business failure, merger, or consolidation or transfer of a substantial part of the property of any Debtor which is a corporation, limited liability company, partnership, or other non-individual business entity; (i) the Collateral or any part of the Collateral declines in value in excess of normal wear, tear, and depreciation or becomes, in the judgment of Lender, impaired, unsatisfactory, or insufficient in character or value, including but not limited to the filing of a compelling financing statement; breach of warranty that the Debtor is the owner of the Collateral free and clear of any encumbrances (other than those encumbrances disclosed by Debtor or otherwise made known to Lender, and which were acceptable to Lender at the time); sale of the Collateral (except in the ordinary course of business) without Lender's express written consent; failure to keep the Collateral insured as provided herein; failure to allow Lender to inspect the Collateral upon demand or at reasonable time; failure to make prompt payment of taxes on the Collateral; loss, theft, substantial damage, or destruction of the Collateral; and, when Collateral includes inventory, accounts, chattel paper, or instruments, failure of account debtors to pay their obligations in due course; or (j) the Lender in good faith, believes the Debtor's ability to repay the Debtor's indebtedness secured by this Agreement, any Collateral, or the Lender's ability to resort to any Collateral, is or soon will be impaired, time being of the very essence.

**REMEDY.** Upon the occurrence of an event of default, Lender, at its option, shall be entitled to exercise any one or more of the remedies described in this Agreement, in all documents evidencing the Obligations, in any other agreements executed by or delivered by Debtor for benefit of Lender, in any third-party security agreement, mortgage, pledge, or guaranty relating to the Obligations, in the Uniform Commercial Code of the state in which Lender is located, and all remedies at law and equity, all of which shall be deemed cumulative. The Debtor agrees that, whenever a default exists, all Obligations may (notwithstanding any provision in any other agreement), at the sole option and discretion of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable; and the Lender may exercise, from time to time, any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The Debtor agrees, in the case of default, to assemble, at its own expense, all Collateral at a convenient place acceptable to the Lender. The Lender shall, in the event of any default, have the right to take possession of and remove the Collateral, with or without process of law, and in doing so, may peacefully enter any premises where the Collateral may be located for such purpose. Debtor waives any right that Debtor may have, in such instance, to a judicial hearing prior to such retaking. The Lender shall have the right to hold any property then in or upon said Collateral at the time of repossession not covered by the security agreement until return is demanded in writing by Debtor. Debtor agrees to pay all reasonable costs of the Lender in connection with the collecting of the Obligations and enforcement of any rights connected



with retaking, holding, testing, repairing, improving, selling, leasing, or disposing of the Collateral, or like expenses. These expenses, together with interest thereon from the date incurred until paid by Debtor at the maximum post-default rate stated in the notes secured hereby, which Debtor agrees to pay, shall constitute additional Obligations and shall be secured by and entitled to the benefits of this Agreement. The Lender may sell, lease, or otherwise dispose of the Collateral, by public or private proceedings, for cash or credit, without assumption of credit risk. Unless the Collateral is perishable or threatens to decline speedily in value or of a type customarily sold on a recognized market, Lender will send Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition will be made. Any notification of intended disposition of the Collateral by the Lender shall be deemed to be reasonable and proper if sent United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means to the Debtor at least ten (10) days before such disposition, and addressed to the Debtor either at the address shown herein or at any other address provided to Lender in writing for the purpose of providing notice. Proceeds received by Lender from disposition of the Collateral may be applied toward Lender's expenses and other obligations in such order or manner as Lender may elect. Debtor shall be entitled to any surplus if one results after lawful application of the proceeds. If the proceeds from a sale of the Collateral are insufficient to extinguish the Obligations of the Debtor hereunder, Debtor shall be liable for a deficiency. Lender shall have the right, whether before or after default, to collect and receipt for, compound, compromise, and settle, and give releases, discharges, and acquittances with respect to, any and all amounts owed by any person or entity with respect to the Collateral. Lender may remedy any default and may waive any default without waiving the default remedied and without waiving any other prior or subsequent default. The rights and remedies of the Lender are cumulative, and the exercise of any one or more of the rights or remedies shall not be deemed an election of rights or remedies or a waiver of any other right or remedy.

**FUTURE ADVANCES AND AFTER-ACQUIRED PROPERTY.** Future advances may be made at any time by the Lender under this Agreement to the extent allowed by law. The security interest grant contained in this Agreement also applies to any Collateral of the type(s) identified in this Agreement that the Debtor acquires after this Agreement is executed, except that no security interest attaches to after-acquired consumer goods unless the Debtor acquires rights in such goods within 10 days of Lender giving value. In anticipation of future advances by Lender, the Debtor authorizes Lender to file any necessary financing statements to protect Lender's security interest.

**EXERCISE OF LENDER'S RIGHTS.** Any delay on the part of the Lender in exercising any power, privilege, or right hereunder, or under any other document executed by Debtor to the Lender in connection herewith, shall not operate as a waiver thereof, and no single or partial exercise thereof or any other power, privilege, or right shall preclude other or further exercise thereof. The waiver by the Lender of any default of the Debtor shall not constitute a waiver of subsequent default.

**CONTINUING AGREEMENT.** This is a continuing agreement and the security interest (and pledge and assignment, as applicable) hereby granted and all of the terms and provisions of this Agreement shall be deemed a continuing agreement and shall remain in full force and effect until the Obligations are paid in full. In the event that Lender should take additional Collateral, or enter into other security agreements, mortgages, guarantees, assignments, or similar documents with respect to the Obligations, or should Lender enter into other such agreements with respect to other obligations of Debtor, such agreements shall not discharge this Agreement, which shall be construed as cumulative and continuing and not alternative and exclusive.

Any attempted revocation or termination shall only be effective if explicitly confirmed in a signed writing issued by Lender to such effect and shall in no way impair or affect any transactions entered into or rights created or liabilities incurred or arising prior to such revocation or termination, as to which this Agreement shall be truly operative until same are repaid and discharged in full. Unless otherwise required by applicable law, Lender shall be under no obligation to issue a termination statement or similar document unless Debtor requests same in writing, and providing further, that all Obligations have been repaid and discharged in full and there are no commitments to make advances, incur any obligations, or otherwise give value.

**ABSENCE OF CONDITIONS OF LIABILITY.** This Agreement is unconditional. Lender shall not be required to exhaust its remedies against Debtor, other collateral, or guarantors, or pursue any other remedies within Lender's power before being entitled to exercise its remedies hereunder. Lender's rights to the Collateral shall not be altered by the lack of validity or enforceability of the Obligations against Debtor, and this Agreement shall be fully enforceable irrespective of any counterclaim which the Debtor may assert on the underlying debt and notwithstanding any stay, modification, discharge, or extension of Debtor's Obligation arising by virtue of Debtor's insolvency, bankruptcy, or reorganization, whether occurring with or without Lender's consent.

**NOTICES.** Any notice or demand given by Lender to Debtor in connection with this Agreement, the Collateral, or the Obligations, shall be deemed given and effective upon deposit in the United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means addressed to Debtor at the address designated at the beginning of this Agreement, or such other address as Debtor may provide to Lender in writing from time to time for such purposes. Actual notice to Debtor shall always be effective no matter how such notice is given or received.

**WAIVERS.** Debtor waives notice of Lender's acceptance of this Agreement, defenses based on suretyship, and to the fullest extent permitted by law, any defense arising as a result of any election by Lender under the Bankruptcy Code or the Uniform Commercial Code. Debtor and any maker, endorser, guarantor, surety, third-party pledgor, and other party executing this Agreement that is liable in any capacity with respect to the Obligations hereby waive demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other similar notice whatsoever.

**JOINT AND SEVERAL LIABILITY.** To the extent permitted by law, each Debtor executing this Agreement is jointly and severally bound.

**SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, in the event any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity and shall be severed from the rest of this Agreement without invalidating the remainder of such provision or the remaining provisions of this Agreement.







## ARBITRATION AGREEMENT

Part of Transaction. This Arbitration Agreement is entered into by and between Bank of Commerce, a Mississippi banking corporation, and each person signing below as a Customer in connection with and in consideration of the opening of a deposit account, loan or credit account between the Customer(s) and Bank concurrently with this Agreement, and this Agreement is incorporated by reference into the related deposit account agreement, note, loan or credit agreement. This Arbitration Agreement will prevail over and supersede any other arbitration agreement or arbitration provisions contained in any other agreement which may otherwise apply to a Claim covered by this Agreement. You should read this Agreement carefully before signing and keep a copy of it for your records.

**Definitions.** The following terms and definitions apply when used in this Agreement:

"Agreement" means this Arbitration Agreement.

"You", "your", "yours" and "Customer" mean and refer to each person signing this Agreement below as a Customer; any co-depositor, authorized signer, co-maker, endorser or guarantor on any deposit account, loan or credit account of any Customer with Bank; any person or entity that uses, is authorized to use, or has a beneficial interest in any deposit account, loan or credit account of a Customer with Bank; any person or entity who is authorized to transact business for or on behalf of any Customer; and/or any such person's or entity's heirs, successors, assignees, or representatives, including such person's estate and survivors.

"We", "us", "our", "ours", and "Bank" mean and refer to Bank of Commerce and its parent, subsidiaries and affiliates, their successors, if any, and their respective employees, officers, directors, agents, and representatives, as well as any other person or company who provides any services in connection with a loan, credit account, deposit account, or other product or service offered by Bank, as they may exist from time to time.

"Covered Transaction" means the deposit account, loan or credit account referred to above and any other loan, credit account, deposit account, agreement, contract, interaction, relationship or transaction of any kind or nature whatsoever any of you may have or have had with us at any time or from time to time.

"Claim" means any dispute, controversy, disagreement, claim, or counterclaim of any kind between any of you and any of us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement. The term "Claim" is intended to have the broadest possible meaning and includes, but is not limited to, any dispute, controversy, disagreement, claim, or counterclaim of any kind arising out of, in connection with or relating in any way to any one or more of the following: (1) the execution, interpretation, administration, amendment, modification, enforcement or enforceability of this Agreement or any other agreement with us; (2) any Covered Transaction including any alleged contract or tort arising out of or relating in any way to any Covered Transaction; (3) any charges or costs incurred pursuant to or in connection with any Covered Transaction or otherwise imposed by Bank; (4) the collection of any amounts due under any agreement with us; (5) any advertisement or solicitation by us or by someone on our behalf; (6) any breach of any provision of any agreement with us; (7) any statements or representations made to you with respect to any Covered Transaction; (8) any property loss, damage or personal injury including any damages you or anyone on whose behalf you are claiming incurs on or about our premises or property; (9) any claim, demand or request for compensation or damages for any reason from or against us; or (10) any of the foregoing arising out of, in connection with or relating to any agreement with us or any other person which relates to any Covered Transaction. Other definitions may appear within the remaining text of this Arbitration Agreement.

**Arbitration and Waiver of Jury Trial.** Except as expressly provided herein, you and we agree that either party may elect to resolve any Claim by BINDING ARBITRATION. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement. This Agreement does not limit the right of any party to file an action in justice court, or your state's equivalent small claims court, for any Claim within the scope of the small claims court's jurisdiction. But, if a Claim is transferred, removed or appealed to a different court, then any party has the right to demand arbitration of the Claim. Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

**Administration and Rules.** The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules or, where applicable, its Consumer Arbitration Rules (the "Arbitration Rules") in effect at the time the demand for arbitration is filed. Generally, the AAA applies its Consumer Arbitration Rules to arbitration agreements between an individual consumer and a business entered into in connection with the purchase of a product or service for personal or household use where the business routinely applies arbitration agreements in the sale of goods or services to its customers and the terms and conditions of the product or service are mostly not negotiable. AAA has the discretion to apply or not to apply the Consumer Arbitration Rules, and any dispute concerning the application or non-application of those rules shall be brought to the attention of the arbitrator(s). In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in its AAA's Consumer Due Process Protocol, the standards of the Protocol shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at [www.adr.org](http://www.adr.org).

**Costs.** The fees and costs imposed by AAA in connection with the arbitration, including any administrative fees and arbitrator's compensation and expenses, shall be allocated and paid in accordance with the Arbitration Rules. You may request that AAA reduce or waive arbitration fees and costs or that we voluntarily pay an additional share of those fees and costs based upon your financial circumstances or the nature of the Claim. We agree to consider in good faith any reasonable request to bear the cost. The prevailing party may seek to recover its expenses for administrative fees and arbitrator's compensation from the other party, except that if applicable law or the Arbitration Rules limit the amount of arbitration fees and costs to be paid by you, then no allocation of arbitration fees and costs to you will exceed the applicable limitation. When the Consumer Arbitration Rules apply, we must pay the arbitrator's compensation and expenses, the amount of administrative fees payable by a consumer are limited, and the arbitrator's fees and expenses and administrative fees are not subject to reallocation by the arbitrator except in limited circumstances. Please check with AAA to determine the fees and costs applicable to any arbitration you may file. Each party has the right to be represented by legal counsel of their own choosing and each party shall be solely responsible for the fees and expenses of his, her or its attorneys, experts and witnesses unless the arbitrator(s) orders otherwise based on applicable law, the applicable promissory note, contract or agreement, or the Arbitration Rules.

**Number and Selection of Arbitrator(s).** The arbitration of any Claim of \$250,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the procedure for appointment from the national roster as provided by the Arbitration Rules shall apply, except that the AAA shall not unilaterally appoint the arbitrator(s), unless you and we so agree.

**Prohibition Against Certain Proceedings.** Except as expressly provided in this Agreement, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or member.

**Arbitration Proceedings.** All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location reasonably convenient to all parties in either your state of residence or the state of our place of business where your account or loan was opened, with due consideration of the ability of the parties to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s). Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this Agreement or of your entire account, loan or other agreement, shall be decided by the arbitrator(s). The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, law and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where authorized by the applicable promissory note, contract or agreement, or applicable law. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction.

**Right of Appeal.** In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of two hundred and fifty thousand dollars (\$250,000.00), the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by the Arbitration Rules, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. However, if the award does not impose an injunction on you or on us or contain a money award in excess of two hundred and fifty thousand dollars (\$250,000.00), then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

**No Limitation on Certain Proceedings.** This Agreement does not limit the right of you or us, to at any time exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like. This Agreement does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, crossclaim, third party claim or the like by either you or us in response to any such action.

**Federal Arbitration Act.** You and we specifically agree that this Agreement involves a "transaction involving commerce" and is governed by the Federal Arbitration Act (the "FAA"), and hereby waive and relinquish any right to claim otherwise. You and we hereby agree that Bank is an organization engaging in interstate commerce, and we regularly use the services of businesses located in other states in making and administering loans and extensions of credit.

**Unavailability of AAA.** Should the AAA be unavailable, or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable, or otherwise refuse or decline to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable — in whole or in part and for any reason or for no reason — this Agreement shall not fail or be invalidated as a result. Rather in that instance, any party to the Claim may then petition a court of competent jurisdiction under FAA 9 U.S.C. S 5 to appoint the arbitrator(s). Should the court decline or refuse to appoint the arbitrator(s), then and only then and within 30 days of a final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two arbitrators shall then, by mutual agreement and within 30 days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for \$150,000 or greater, in which case all three arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrator(s) shall still be bound by all applicable provisions of this agreement to arbitrate and the Federal Arbitration Act. They further shall administer and conduct the arbitration under the applicable AAA Arbitration Rules, to the extent such rules may be practicably applied to an arbitration not administered by the AAA.

**Severability; Survival.** If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the above prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, this Arbitration Agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This Agreement shall survive your death, the repayment of your loan, the closing of your account and the termination of any of your business or transaction(s) with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement.

**Headings.** The paragraph headings used in this Agreement are for reference purposes only and are not intended to limit or affect the meaning of the provisions of this Agreement.

**THIS AGREEMENT CONTAINS PROVISIONS FOR RESOLUTION OF DISPUTES BY BINDING ARBITRATION AND A WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO THOSE PROVISIONS. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, you AND BANK WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM OR HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION. ALSO, YOUR AND BANK'S ABILITY TO OBTAIN INFORMATION OR TO APPEAL THE ARBITRATION DECISION MAY BE MORE LIMITED THAN IN A LAWSUIT.**

WITNESS OUR SIGNATURES, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BANK OF COMMERCE

CUSTOMER(S):

By: \_\_\_\_\_

X: \_\_\_\_\_

Title: \_\_\_\_\_

X: \_\_\_\_\_

**COMMERCIAL LOAN SETTLEMENT STATEMENT**

**Bank of Commerce**  
 310 Howard Street  
 Greenwood, Mississippi 38935-0546  
 (662)453-4142

LOAN NUMBER	AGREEMENT DATE
111012	December 13, 2021

**COLLATERAL DESCRIPTION:** Lease-Purchase Agreement dated December 13, 2021 between Bank of Commerce ("Lessor" or "Seller"), and Clay County Board of Supervisors, ("Lessee" or "Purchaser"), for Nine (9) vehicles with the following VIN, VIN # 1C6RR7LT7MS559851 2021 Ram Classic 1500 Truck; VIN # 3C6RR7KT5MG691838 2021 Ram Classic 1500 Truck; VIN # 1C4RDJFG4MC643803 -2021 Dodge Durango; VIN # 1C4RDJFGXMC643806 2021 Dodge Durango; VIN # 1C4RDJFG9MC643800 2021 Dodge Durango; VIN # 1C4RDJFG2MC643802 2021 Dodge Durango; VIN # 1C4RDJFG8MC643805 2021 Dodge Durango; VIN # 1C4RDJFG1MC643807 2021 Dodge Durango; VIN# 1C4RDJFG9MC683603 2021 Dodge Durango, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.

**BORROWER INFORMATION**  
 CLAY COUNTY BOARD OF SUPERVISORS  
 365 Court St.  
 West Point, MS 39773

**BORROWER.** The term "Borrower" means each person or legal entity identified above in the BORROWER INFORMATION section.

**LENDER.** "Lender" is Bank of Commerce whose address is 310 Howard Street, Greenwood, Mississippi 38935-0546.

<b>TOTAL LOAN AMOUNT</b>	\$200,000.00
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SUMMARY OF LOAN-RELATED CHARGES - PAID OUTSIDE OF CLOSING	
<b>CHARGES PAID BY BORROWER OUTSIDE OF CLOSING</b>	
For UCC FILING FEE to UCC-1 FILING FEE	\$18.00
<b>TOTAL</b>	<b>\$18.00</b>
<b>TOTAL CHARGES PAID OUTSIDE OF CLOSING</b>	<b>\$18.00</b>

DISBURSEMENTS	
<b>AMOUNT GIVEN DIRECTLY TO BORROWER</b>	\$0.00
<b>TOTAL FUNDS DISBURSED</b>	<b>\$0.00</b>

By signing this Settlement Statement, each Borrower acknowledges reading, understanding and receiving a copy of a completed copy of this statement.

CLAY COUNTY BOARD OF SUPERVISORS

By: Amy Berry \_\_\_\_\_ Date  
 Its: Chancery Clerk

By: Shelton Deanes \_\_\_\_\_ Date  
 Its: President



**LEASE-PURCHASE AGREEMENT**

This Lease-Purchase Agreement made and entered into on this 13th day of December, 2021, by and between **Bank of Commerce** ("Lessor" or "Seller"), and **Clay County Board of Supervisors**, ("Lessee" or "Purchaser").

**WITNESSETH**

1. **VEHICLE.** The Seller does hereby lease, rent, let and devise unto the Purchaser the following described property:
- I. VIN # 1C6RR7LT7MS559851 – 2021 Ram Classic 1500 Truck, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.
  - II. VIN # 3C6RR7KT5MG691838 – 2021 Ram Classic 1500 Truck, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.
  - III. VIN # 1C4RDJFG4MC643803 -2021 Dodge Durango, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.
  - IV. VIN # 1C4RDJFGXMC643806 – 2021 Dodge Durango, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.
  - V. VIN # 1C4RDJFG9MC643800 – 2021 Dodge Durango, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.
  - VI. VIN # 1C4RDJFG2MC643802 – 2021 Dodge Durango, together with all

parts, attachments and accessions thereto to be kept at debtor's business or wherever located.

VII. VIN # 1C4RDJFG8MC643805 – 2021 Dodge Durango, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.

VIII. VIN # 1C4RDJFG1MC643807 – 2021 Dodge Durango, together with all parts, attachments and accessions thereto to be kept at debtor's business or wherever located.

IX. VIN# 1C4RDJFG9MC683603 – 2021 Dodge Durango, together with all parts, attachments, and accessions there to be kept at debtor's place of business or wherever located.

2. **TERM OF LEASE.** This lease shall begin on the 13th day of December, 2021 , and shall continue for a period of five (5) years thereafter, ending on December 13, 2026.

3. **AMOUNT OF LEASE PAYMENTS.** The Purchase Price is \$200,000.00. The Purchaser shall pay no down payment on the date Agreement is signed and shall lease the property for a total period of five (5) years with payments to be made by Purchaser to Seller as follows:

1) Sixty (60) monthly payments of \$3,462.96 for a total amount to be paid \$200,000.00 plus interest of 1.490% per annum. Payment shall be due on the 13th day of each month.

4. **INDEMNITY CLAUSE.** Purchaser covenants and agrees to protect, indemnify and save harmless Seller from and against any and all claims, demands, causes of action or suits and any expense incident to defense, if any, by Seller, for injury to or a death of persons or loss or

damage to the equipment.

5. **DEFAULT.** If the aforesaid rental of any part thereof shall remain unpaid for thirty (30) days after it shall have become due and payable, without demand therefor, or if Purchaser shall violate or be in default on the performance of any of the other covenants or conditions hereof, including but not limited to, payment of insurance and taxes, the Purchaser shall be adjudicated bankrupt, or make any assignment for the benefit of creditors, the Seller may enter into said premises, and again have and repossess the same as if this Lease had not been made, unless there is a mutual agreement in writing by and between the parties to modify this provision. In the event Seller must take legal action to enforce the terms of this Lease-Purchase Agreement, Purchaser shall be responsible for legal fees and court costs incurred by Seller.

6. **OPTION TO PURCHASE.** For and in consideration of the mutual covenants and undertakings herein expressed, and the further consideration of Ten Dollars, the Seller does hereby grant unto the Purchaser the option to purchase the premises under the following terms:

- a) **At Expiration of Original Term.** Assuming there is not existing default by the Purchaser and that the Purchaser has paid all sixty (60) payments due hereunder, the Seller shall execute a release of assignments to collateral described herein to the Purchaser, on or before December 13, 2026.
- b) **During Term of Lease.** The Purchaser is hereby given the option to purchase fee simple title to the lease equipment and all additions and improvements thereto prior to the expiration of the lease term by paying to the Seller an amount equal to the outstanding principal and interest payments due on the remainder of the lease.

It is hereby understood by all parties that should this Lease-Purchase Agreement be terminated by either Seller or Purchaser, or because Purchaser is in default as described in Paragraph 5, or because Purchaser does not exercise its option to purchase hereunder, then the down payment and rent/lease payments paid to date shall be considered as payments only and shall remain the exclusive property of the Seller. Purchaser will not be refunded the down payment or



rent/lease payments.

7.1 **LEASE TERM.** This Lease shall be in effect for the Term.

7.2 **TERMINATION DUE TO NON-APPROPRIATION.** In the sole event of Non-Appropriation prior to an event of default, Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of termination. Lessee shall endeavor to give Lessor not less than 60 days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

7.3 **INTENT TO CONTINUE LEASE TERM: APPROPRIATIONS.** Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Section 3. The appropriate department representative of Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

7.4 **EFFECT OF TERMINATION.** Upon termination of this Lease, Lessee shall not

be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor and released and conveyed its interest in the Equipment to Lessor within ten days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments coming due for the period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions.

7.5 **NONSUBSTITUTION**. If this Lease is terminated by Lessee, Lessee agrees that for a period of one year after termination, to the extent allowed by law, it will not purchase or lease other property or contract with any third party to perform the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that this restriction shall not be applicable in the event the Equipment previously has been sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the Purchase Option Price applicable through the last Rental Payment.

7.6 **TERMINATION OF LEASE TERM**. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee;
- (b) the exercise by Lessee of its option to purchase the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease; or
- (d) the expiration of the Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

8. **TAX EXEMPTION.** Lessee acknowledges and agrees that the Rental Payments have been calculated by Lessor assuming that the Interest Component of each Rental Payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Rental Payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

- (i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public;
- (ii) No portion of the Rental Payments: (i) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit;
- (iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units;
- (iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.
  - (a) Lessee and Lessor acknowledges that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.
  - (b) In the event any governmental taxing successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay additional Rental Payments retroactively from the date of such imposition through the end of the Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

9. **HEADINGS/CAPTIONS.** The headings and captions in this Lease-Purchase

Agreement are inserted solely for the convenience of Seller and Purchaser and are not a part of this Lease-Purchase Agreement. The headings and captions shall not define, limit or describe the scope or intent of this Lease-Purchase Agreement.

**IN WITNESS WHERE OF**, the Seller and the Purchaser have duly executed this Lease-Purchase Agreement on this the \_\_\_\_\_ day of December, 2021.

**LESSOR/SELLER:**

BANK OF COMMERCE

By: \_\_\_\_\_  
its \_\_\_\_\_

**LESSEE/PURCHASER:**

CLAY COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
its \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF CLAY

PERSONALLY appeared before me, on this date the undersigned authority in and for the aforesaid county and state, \_\_\_\_\_, \_\_\_\_\_ of **Bank of Commerce**, Mississippi banking corporation, who acknowledged that for and on behalf of said corporation, he signed and delivered the foregoing instrument of writing on the day and year therein mentioned as the act and deed of said company having first been duly authorized so to act.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the \_\_\_\_ day of December, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF CLAY

PERSONALLY appeared before me, on this date the undersigned authority in and for the aforesaid county and state, \_\_\_\_\_, \_\_\_\_\_ of the **Clay County Board of Supervisors**, who acknowledged that for and on behalf of said Board, he signed and delivered the foregoing instrument of writing on the day and year therein mentioned as the act and deed of said company having first been duly authorized so to act.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the \_\_\_\_ day of December, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**Amortization Schedule**

Customer: CLAY COUNTY BOARD OF SUPERVISORS(B1)

Product: COMMERCIAL CLOSED END NON R/E Account number: 111012 Transaction #:29817

Payment date	Payment amount	Principal	Interest	A/H	C/L	PMI	Unpaid Int	Balance
01/13/2022	3,462.96	3,206.35	256.61					196,793.65
02/13/2022	3,462.96	3,210.46	252.50					193,583.19
03/13/2022	3,462.96	3,238.62	224.34					190,344.57
04/13/2022	3,462.96	3,218.74	244.22					187,125.83
05/13/2022	3,462.96	3,230.61	232.35					183,895.22
06/13/2022	3,462.96	3,227.01	235.95					180,668.21
07/13/2022	3,462.96	3,238.63	224.33					177,429.58
08/13/2022	3,462.96	3,235.31	227.65					174,194.27
09/13/2022	3,462.96	3,239.46	223.50					170,954.81
10/13/2022	3,462.96	3,250.69	212.27					167,704.12
11/13/2022	3,462.96	3,247.79	215.17					164,456.33
12/13/2022	3,462.96	3,258.76	204.20					161,197.57
YTD total for 2022	\$41,555.52	\$38,802.43	\$2,753.09					
01/13/2023	3,462.96	3,256.13	206.83					157,941.44
02/13/2023	3,462.96	3,260.31	202.65					154,681.13
03/13/2023	3,462.96	3,283.70	179.26					151,397.43
04/13/2023	3,462.96	3,268.71	194.25					148,128.72
05/13/2023	3,462.96	3,279.03	183.93					144,849.69
06/13/2023	3,462.96	3,277.11	185.85					141,572.58
07/13/2023	3,462.96	3,287.17	175.79					138,285.41
08/13/2023	3,462.96	3,285.53	177.43					134,999.88
09/13/2023	3,462.96	3,269.75	173.21					131,710.13
10/13/2023	3,462.96	3,299.42	163.54					128,410.71
11/13/2023	3,462.96	3,298.20	164.76					125,112.51
12/13/2023	3,462.96	3,307.61	155.35					121,804.90
YTD total for 2023	\$41,555.52	\$39,392.67	\$2,162.85					
01/13/2024	3,462.96	3,306.68	156.28					118,498.22
02/13/2024	3,462.96	3,310.92	152.04					115,187.30
03/13/2024	3,462.96	3,324.70	138.26					111,862.60
04/13/2024	3,462.96	3,319.43	143.53					108,543.17
05/13/2024	3,462.96	3,328.19	134.77					105,214.98
06/13/2024	3,462.96	3,327.96	135.00					101,887.02
07/13/2024	3,462.96	3,336.45	126.51					98,550.57
08/13/2024	3,462.96	3,336.51	126.45					95,214.06
09/13/2024	3,462.96	3,340.80	122.16					91,873.26
10/13/2024	3,462.96	3,348.88	114.08					88,524.38
11/13/2024	3,462.96	3,349.38	113.58					85,175.00
12/13/2024	3,462.96	3,357.20	105.76					81,817.80
YTD total for 2024	\$41,555.52	\$39,987.10	\$1,568.42					
01/13/2025	3,462.96	3,357.98	104.98					78,459.82
02/13/2025	3,462.96	3,362.29	100.67					75,097.53
03/13/2025	3,462.96	3,375.93	87.03					71,721.60
04/13/2025	3,462.96	3,370.94	92.02					68,350.66
05/13/2025	3,462.96	3,378.09	84.87					64,972.57
06/13/2025	3,462.96	3,379.60	83.36					61,592.97
07/13/2025	3,462.96	3,386.48	76.48					58,206.49
08/13/2025	3,462.96	3,388.28	74.66					54,818.21
09/13/2025	3,462.96	3,392.63	70.33					51,425.58
10/13/2025	3,462.96	3,399.11	63.85					48,026.47
11/13/2025	3,462.96	3,401.34	61.62					44,625.13
12/13/2025	3,462.96	3,407.55	55.41					41,217.58
YTD total for 2025	\$41,555.52	\$40,600.22	\$955.30					

12/14/21, 12:48 PM

01/13/2026	3,462.96	3,410.08	52.88	37,807.50
02/13/2026	3,462.96	3,414.45	48.51	34,393.05
03/13/2026	3,462.96	3,423.10	39.86	30,969.95
04/13/2026	3,462.96	3,423.22	39.74	27,546.73
05/13/2026	3,462.96	3,428.76	34.20	24,117.97
06/13/2026	3,462.96	3,432.02	30.94	20,685.95
07/13/2026	3,462.96	3,437.27	25.69	17,248.68
08/13/2026	3,462.96	3,440.83	22.13	13,807.85
09/13/2026	3,462.96	3,445.24	17.72	10,362.61
10/13/2026	3,462.96	3,450.09	12.87	8,912.52
11/13/2026	3,462.96	3,454.09	8.87	3,458.43
12/13/2026	3,462.96	3,458.67	4.29	-0.24
YTD total for 2026	\$41,555.52	\$41,217.82	\$337.70	
<b>Totals</b>	<b>\$207,777.60</b>	<b>\$200,000.24</b>	<b>\$7,777.36</b>	

# EXHIBIT J



**Tigrett Steel & Supply, Inc.**

934 Veterans Blvd.  
 Tupelo, MS 38802-0107  
 662-844-2551  
 662-844-0211 fax  
 TONY PALMER  
 www.tigrettsteel.com

SOLD TO: CLAY CO. SHERIFF'S OFFICE  
WEST POINT, MS

ATTENTION: \_\_\_\_\_  
 SHIP TO: \_\_\_\_\_

CUSTOMER PO \_\_\_\_\_

DATE : 12/15/2021

ITEM	QTY	QTY SHIP	UOM	SIZE	DESCRIPTION	PRICE	UOM	TOTAL	DELIVERY
1	10		EA	1 X 1 X 1/8 X 20'	STEEL ANGLE	\$ 15.00	EA	\$ 150.00	
2	10		EA	2 X 2 X 1/8 X 20'	STEEL ANGLE	\$ 30.00	EA	\$ 300.00	
3	10		EA	11 GA 4' X 8'	HR SHEET	\$ 246.00	EA	\$ 2,460.00	
4								\$ -	
5								\$ -	
6								\$ -	
7								\$ -	
8								\$ -	
9								\$ -	
10								\$ -	
11								\$ -	
12								\$ -	

SUBTOTAL	\$ 2,910.00
TAX	\$ -
SHIPPING	\$ -
TOTAL	\$ 2,910.00

\* Pricing based on quantities quoted. Any changes may require a price adjustment  
 \* Subject to prior sale and availability  
 \* Due to market volatility, prices and availability are subject to change daily  
 \*\* Prices valid for 24 hours\*\*

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# EXHIBIT K



Tell US What Our Community Needs!

Clay County Economic Recovery Pan Needs Assessment

This public survey will be available for users to complete until Tuesday, February 1, 2022. If you or someone you know needs a physical copy of this questionnaire, please contact:

- The County Website at [claycountms.com](http://claycountms.com), click on the American Reinvestment Plan Act (ARPA) tab or
- Amy G. Berry, Chancery Clerk & Clerk of the Board  
365 Court Street, P. O. Box 815  
West Point, MS 39773  
(662) 494-3124 office or email : [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)  
Office Hours are Monday thru Friday 8:00 a.m. to 5:00 p.m.

**Clay County MS has been awarded approximately \$3.7 million from the American Recovery Plan Act (ARPA) program and is currently working to create a comprehensive Economic Recovery Plan to best utilize the funding. The County Survey is intended to gain insight from the general public, which will be used by the Board of Supervisors in developing the County's Economic Recovery Plan.**

1. Which of the following describes you? (Select ALL that apply)

(choose all that apply)

- County of Clay Resident
- County of Clay Business Owner
- County Government Representative
- Growth Alliance or Business Association Representative
- City Government Representative
- Childcare Provider
- Education Provider
- Healthcare Provider
- Labor Organization Representative
- Landlord/Commercial Property Owner
- Non-Profit Organization/Agency
- Parent/Caregiver
- Student
- Workforce Development Representative
- Other (please specify) \_\_\_\_\_



2. Which sector do you work in or represent? (Select ALL that apply)  
(choose all that apply)

- Arts & Entertainment
- Banking & Finance
- Childcare
- Corporate & Commercial
- Economic Development
- Education
- Government
- Healthcare
- Housing
- Industrial Light Manufacturing
- Labor & Construction
- Non-Profit
- Restaurant/Food Service
- Retailers & Other Small Business
- Social & Human Services
- Technology
- Tourism & Hospitality
- Workforce Development
- Other (please specify) \_\_\_\_\_

3. Which is the largest unmet need created by the pandemic? (Select ONE)

- Childcare
- Education/Learning Equality
- Entrepreneurial/Business Startup Support
- Eviction Prevention/Delinquency Assistance
- Food Security
- Healthcare (Physical & Mental)
- Housing
- Internet/Digital Platform Access
- Operating Revenue



- Social & Human Services
- Supply Chain/Inventory
- Transportation
- Workforce/Labor/Employment
- Other (please specify) \_\_\_\_\_

4. How would you describe the impacts of COVID-19 on you or your business/organization? Describe (100-word MAX):

5. The American Rescue Plan allows for funding to address the following COVID-19 recovery needs. Rank these "Impact Areas" in order of priority for recovery assistance. (Where 1 is MOST important and 6 is LEAST important)

- \_\_\_\_\_ Supporting the Public Health Response
- \_\_\_\_\_ Assistance related to Education/Workforce/Human Services
- \_\_\_\_\_ Assistance related to Housing/Transportation/Community Revitalization
- \_\_\_\_\_ Small Business Support
- \_\_\_\_\_ Tourism/Travel/Hospitality/Arts Recovery
- \_\_\_\_\_ Infrastructure Investment

6. Please describe why you ranked the Impact Areas in the selected order above. Describe (100-word MAX):



7. What additional Challenges or inequities existing with “Supporting the Public Health Response” and describe their level of needs. Describe (100-word MAX):

8. Please rank the following “Supporting the Public Health Response” needs:

Questions	High Need	Moderate Need	Low Need
Ability to reach traditionally underserved individuals			
Access to bilingual medical and mental health professionals			
Access to healthcare for people experiencing homelessness			
Health disparities in neighborhoods of color and/or low-income			
Inequities in the public health risk between essential and remote workers			
Insufficient staffing in healthcare workforce			
Insufficient support for mental health issues			
Lack of universal access to healthy foods			
Low diversity representation across all levels in healthcare professions			
Low trust in government and institutions creating difficulties reaching minority communities about health issues			

9. Please rank the following “Assistance Related to Education/Workforce/Human Services” needs:

Questions	High Need	Moderate Need	Low Need
Academic and social-emotional support for children			
Access to diverse employment opportunities/industries			
Access to the internet/broadband (hardware and service)			
Access to workforce development			
Addressing intolerance or racism			



Afterschool services for tutoring or childcare support			
Coordinate among service providers			
Diversity skilled construction trade professions			
Increase access to affordable, enriching childcare			
Services to assist unemployed individuals			
Services to meet the employment demand across multiple sectors			
Services to support traumatic impacts of COVID-19			

10. Describe any additional challenges or inequities that exist within “Assistance to Education/ Workforce/ Human Services” sectors and their level of need. Describe (100-word MAX):

11. Please rank the following “Assistance Related to Housing/Transportation/Community Revitalization” needs:

Questions	High Need	Moderate Need	Low Need
Awareness/access to existing resources for support and funding			
Homeowner assistance for required maintenance and purchasing home			
Increase affordable housing options			
Increase mobility options such as public transit and bike-share			
Increase resources to address blighted properties and inequities in neighborhood investment			
Increase resources to address community revitalization and programming			
Increase shelter options			
Investing in streetscape and community appearance			
Increase access to affordable, enriching childcare			
Invest in historic/community preservation			



Investments in the built environment, such as parks/open spaces, sidewalks, and other amenities			
Services to address homelessness			
Support services for payment of unpaid rent and other financial obligations			
Address public safety concerns			

12. Describe any additional challenges or inequities that exist within “Assistance Related to Housing/Transportation/Community Revitalization” sectors and their level or need. Describe (100-word MAX):

13. Please rank the following “Small Business Support” needs:

Questions	High Need	Moderate Need	Low Need
Access to commercial kitchen space to start-up or expand operations			
Attracting new business from outside the area			
Better wayfinding within community			
Business retention/keeping existing business open			
Entrepreneurship programs			
Fostering business cooperation and collaboration			
Helping businesses access working capital			
Hiring assistance in digital/virtual/website presence and technical skills for small businesses			
Improve attractiveness of gateways, commercial corridor, and public amenities			
Provide assistance in digital/virtual/website presence and technical skills for small businesses			
Service to assist with supply cost escalation or supply chain disruption			
Technical assistance/skills development for small business			





14. Describe any additional challenges or inequities exist within the “Small Business Support” sectors and their level of need. Describe (100-word MAX):

15. Please rank the following “Tourism/Travel/Hospitality/Arts Recovery” needs:

Questions	High Need	Moderate Need	Low Need
Access/awareness of resources for arts/tourism/cultural venues in <i>Kingston Clay County</i>			
Improve digital/virtual/website presence for arts/tourism/cultural venues			
Improve lighting			
Invest in pedestrian improvements			
More connectivity between arts and schools/youth			
Parking improvements			
Promoting <i>Kingston</i> /supporting travel & tourism, and cross-coordination among venues			
Provide technical support for arts/tourism/cultural venues			
Restaurant employee training			
Shuttle services			
Hospitality training and support services			
Wayfinding signage to encourage extended stays in the City			

*C* *J*

16. Describe any additional challenges or inequities that exist within the “Tourism/ Travel/ Hospitality/ Arts Recovery” sector and level of need. Describe (100-word MAX):



17. Please rank the following "Infrastructure Investment" needs:

Questions	Low Need	Moderate Need	High Need
Community and waterfront resiliency projects to withstand future hazards			
Improve parks and recreation			
Improved sewer infrastructure			
Improved water infrastructure			
Improving broadband/Wi-Fi infrastructure			
Streamlined permitting and City support			
Transportation improvements			

18. Describe any additional challenges or inequities that exist for "Infrastructure Investment" and their level of need. Describe (100-word MAX):

19. What additional thoughts do you have regarding COVID-19 recovery needs in the City of West Point? Please identify additional thoughts below. Describe (100-word MAX):



20. Please assist us by identifying specific projects and programs that can have significant positive impacts in the areas above. Please identify local or other examples that should be used as the best practices or models for the initiatives. Describe (100-word MAX):

**Thank you for your input!**

Project information is available, and frequently updated, on the Clay County website under the American Recovery Act (ARPA) project-folio. Please check [www.claycountymiss.com](http://www.claycountymiss.com) often for updates and upcoming events.

For more information be sure to visit [www.claycountymiss.com](http://www.claycountymiss.com) or contact Amy Berry at our Chancery Clerk Office.  
662-494-3124

**Survey Deadline: February 1, 2022**

CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 01, 2021 TO DECEMBER 09, 2021

BANK: BCR BANCORPSOUTH D1 R&B IMPRV 2020

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
190061	12/07/2021	BACCO MATERIALS, INC.	29175	01	089-301-631	GRAVEL OR SHELL	1573.06	1573.06
190062	12/07/2021	PRESTON DOBBS TRUCKING AND	004969	01	089-301-631	GRAVEL OR SHELL	1001.00	1001.00
190063	12/07/2021	FUELMAN D1	NP61064727	01	089-301-671	GASOLINE	373.65	593.40
			NP61084368	01	089-301-671	GASOLINE	219.75	
190064	12/07/2021	G & O SUPPLY CO, INC	T30228	01	089-301-634	CULVERTS	1306.80	1306.80
							** CHECK TOTAL FOR BANK: BANCORPSOUTH D1 R&B IMPRV 2020	4474.26

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 01, 2021 TO DECEMBER 09, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		CHECK
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION	AMOUNT
77715	12/03/2021	BANCLEASING, LLC	12/2021	01	001-800-800	PRIN RETIREMENT-CAP	3455.00
			12/2021	01	001-800-800	PRIN RETIREMENT-CAP	3455.00-
						VOID DATE: 12/03/2021	.00 V
77716	12/03/2021	CLAY COUNTY TAX ASSESSOR/COL	12/2021	01	001-200-695	CAR TITLES/TAGS	90.00
			12/2021	01	001-200-695	CAR TITLES/TAGS	90.00-
						VOID DATE: 12/03/2021	.00 V
77717	12/08/2021	PAYROLL CLEARING ACCOUNT	120211130025	01	001-000-110	MEDICAL EXAMINERS	350.00
			120211130025	02	001-000-110	FICA W/H	21.70
			120211130025	03	001-000-110	MEDICARE WITHOLDING	5.08
			120211130025	04	001-000-110	RTIREMENTY W/H	60.90
			120211130025	05	001-000-110	GROUP HEALTH - BCBS	472.35
			120211130025	06	001-000-110	GROUP LIFE INS - OFF	6.44
			120211130025	07	001-000-110	GROUP HEALTH -GAP/GG	185.65
			120211130026	01	001-000-110	ELECTION COMMISSION	1300.00
			120211130026	02	001-000-110	FICA W/H	80.60
			120211130026	03	001-000-110	MEDICARE WITHOLDING	18.85
							2501.57
77718	12/08/2021	PAYROLL CLEARING ACCOUNT	120211201030	01	001-000-110	CONSTABLES SALARY	5000.00
			120211201030	02	001-000-110	FICA W/H	179.49
			120211201030	03	001-000-110	MEDICARE WITHOLDING	41.98
			120211201030	04	001-000-110	RETIREMENT W/H	870.00
			120211208023	01	001-000-110	DEPUTIES	17189.95
			120211208023	02	001-000-110	DEPUTIES OVERTIME	2354.84
			120211208023	03	001-000-110	FICA W/H	1141.84
			120211208023	04	001-000-110	MEDICARE WITHOLDING	267.04
			120211208023	05	001-000-110	RETIREMENT W/H	3300.93
							30346.07
77719	12/08/2021	UNEMPLOYMENT SECURITY ACCOUN	12/2021	04	001-100-469	UNEMPLOYMENT	607.24
			12/2021	03	001-101-469	UNEMPLOYMENT INS	1128.25
			12/2021	01	001-151-469	UNEMPLOYMENT INS	1229.79
			12/2021	02	001-220-469	UNEMPLOYMENT INSURAM	599.08
			12/2021C	01	097-230-469	UNEMPLOYMENT	34.58
			12/2021B	01	154-304-469	UNEMPLOYMENT	115.29
			12/2021A	01	155-305-469	UNEMPLOYMENT	1547.10
							5261.33
						** CHECK TOTAL FOR BANK: BANCORP SOUTH GENERAL COUNTY	38108.97

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 01, 2021 TO DECEMBER 09, 2021

BANK: PB4 EMERGENCY EMPLOYMENT ACCOUNT

CHECK			INVOICE			ACCOUNT		CHECK
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION	AMOUNT	AMOUNT
1003	12/08/2021	MS DEPT OF EMPLOYMENT SECURI	12/2021	01	107-141-469	UNEMPLOYMENT	5261.33	5261.33
** CHECK TOTAL FOR BANK: EMERGENCY EMPLOYMENT ACCOUNT								5261.33

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 01, 2021 TO DECEMBER 09, 2021

BANK: RN2 RENASANT BANK- INSURANCE ACCT

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
2030	12/06/2021	SHELTON DEANES	12/2021	01	687-000-139	DUE TO EMPLOYEES-PAR	148.50	148.50
2031	12/06/2021	R B DAVIS	12/2021A	01	687-000-139	DUE TO EMPLOYEES-PAR	148.50	148.50
2032	12/06/2021	DANIEL IRIGONS	12/2021	01	687-000-139	DUE TO EMPLOYEES-PAR	148.50	148.50
2033	12/06/2021	SHERMAN IVY	12/2021A	01	687-000-139	DUE TO EMPLOYEES-PAR	148.50	148.50
2034	12/06/2021	THOMAS B. STOREY, JR.	12/2021	01	687-000-139	DUE TO EMPLOYEES-PAR	148.50	148.50
2035	12/06/2021	CASSONDRA SMITH	12/2021	01	687-000-139	DUE TO EMPLOYEES-PAR	148.50	148.50
2036	12/06/2021	CIGNA HEALTH AND LIFE INS CO	12/2021	01	687-000-138	DUE TO CIGNA	68.70	68.70
** CHECK TOTAL FOR BANK: RENASANT BANK- INSURANCE ACCT							959.70	
** TOTAL DISBURSEMENTS **								48804.26

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BCR BANCORPSOUTH D1 R&B IMPRV 2020

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
190065	12/16/2021	ROGERS GROUP, INC	0726015589	01	089-301-631	GRAVEL OR SHELL	1824.26	1824.26
							** CHECK TOTAL FOR BANK: BANCORPSOUTH D1 R&B IMPRV 2020	1824.26

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		CHECK
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION	AMOUNT
76665	7/10/2021	VOICE WARE INC	21-6267	01	001-200-608	COMPUTER SOFTWARE VOID DATE: 12/22/2021	169.00- 169.00-V
77914	12/13/2021	NORTH END PLAZA	12/2021	01	161-301-645	CUSTODIAL SUPP/CLEAN	136.62 136.62
77915	12/15/2021	PAYROLL CLEARING ACCOUNT	120211215001	01	001-000-110	PERSONNEL MAN/SYST	1938.35
			120211215001	02	001-000-110	ASST PERSONNEL MNG	109.45
			120211215001	03	001-000-110	OFFICE CLERICAL	1490.33
			120211215001	04	001-000-110	FICA W/H	212.30
			120211215001	05	001-000-110	MEDICARE WITHOLDING	49.65
			120211215001	06	001-000-110	RETIREMENT W/H	615.64
			120211215002	01	001-000-110	DEPUTIES	104.16
			120211215002	02	001-000-110	OFFICE CLERICAL	159.92
			120211215002	03	001-000-110	FICA W/H	14.94
			120211215002	04	001-000-110	MEDICARE WITHOLDING	3.49
			120211215002	05	001-000-110	RETIREMENT W/H	18.12
			120211215003	01	001-000-110	DEPUTIES	2554.27
			120211215003	02	001-000-110	OFFICE CLERICAL	560.00
			120211215003	03	001-000-110	FICA W/H	190.07
			120211215003	04	001-000-110	MEDICARE WITHOLDING	44.45
			120211215003	05	001-000-110	RETIREMENT W/H	444.44
			120211215004	01	001-000-110	DEPUTIES	4049.55
			120211215004	02	001-000-110	PART-TIME HELP	600.00
			120211215004	03	001-000-110	FICA W/H	272.51
			120211215004	04	001-000-110	MEDICARE WITHOLDING	63.72
			120211215004	05	001-000-110	RETIREMENT W/H	704.63
			120211215006	01	001-000-110	PURCHASE CLERK SAL	544.00
			120211215006	02	001-000-110	ASST PURCHASE CLER	50.00
			120211215006	03	001-000-110	FICA W/H	20.29
			120211215006	04	001-000-110	MEDICARE WITHOLDING	4.75
			120211215006	05	001-000-110	RETIREMENT W/H	103.36
			120211215008	01	001-000-110	RECEIVING CLERK	509.98
			120211215008	02	001-000-110	FICA W/H	28.68
			120211215008	03	001-000-110	MEDICARE WITHOLDING	6.71
			120211215008	04	001-000-110	RETIREMENT W/H	88.74
			120211215009	01	001-000-110	MAINTENANCE SALARY	4368.21
			120211215009	02	002-000-110	SECURITY GUARD	1865.00
			120211215009	03	001-000-110	PART-TIME HELP	565.65
			120211215009	04	001-000-110	MAINTENANCE OVERTI	134.52
			120211215009	05	001-000-110	FICA W/H	427.75
			120211215009	06	001-000-110	MEDICARE WITHOLDING	100.04
			120211215009	07	001-000-110	RETIREMENT W/H	823.78
			120211215010	01	001-000-110	INFORMATION TECHNO	458.78
			120211215010	02	001-000-110	FICA W/H	27.16
			120211215010	03	001-000-110	MEDICARE WITHOLDING	6.35
			120211215010	04	001-000-110	RETIREMENT W/H	79.83
			120211215015	01	001-000-110	CASH MANAGER - GRA	390.82
			120211215015	02	001-000-110	OFFICE/CLERICAL	338.34
			120211215015	03	001-000-110	FICA W/H	40.83
			120211215015	04	001-000-110	MEDICARE WITHOLDING	9.55

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CLAT COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK		VENDOR NAME	INVOICE			ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUNT
NUMBER	DATE		NUMBER	LINE #	NUMBER			
			120211215015	05	001-000-110	RETIREMENT W/H	126.87	
			120211215018	01	001-000-110	DEPUTIES	5447.66	
			120211215018	02	001-000-110	FICA W/H	327.77	
			120211215018	03	001-000-110	MEDICARE WITHOLDING	76.65	
			120211215018	04	001-000-110	RETIREMENT W/H	947.89	
			120211215023	01	001-000-110	DEPUTIES	4570.87	
			120211215023	02	001-000-110	OFFICE/CLERICAL	6835.49	
			120211215023	03	001-000-110	OFFICE CLERICAL OV	991.07	
			120211215023	04	001-000-110	MECHANIC SALARY	1561.64	
			120211215023	05	001-000-110	FICA W/H	806.60	
			120211215023	06	001-000-110	MEDICARE WITHOLDING	188.65	
			120211215023	07	001-000-110	RETIREMENT W/H	2383.88	
			120211215024	01	001-000-110	MTC TRANSPORT OFFI	885.87	
			120211215024	02	001-000-110	FICA W/H	53.79	
			120211215024	03	001-000-110	MEDICARE WITHOLDING	12.58	
			120211215024	04	001-000-110	RETIREMENT W/H	154.14	
			120211215027	01	001-000-110	JAIL ADMINISTRATOR	1912.50	
			120211215027	02	001-000-110	JAIL RECORDS CLERK	1361.66	
			120211215027	03	001-000-110	JAILORS SALARIES	8254.05	
			120211215027	04	001-000-110	KITCHEN MANAGER	1454.42	
			120211215027	05	001-000-110	JAILORS OVERTIME	2823.05	
			120211215027	06	001-000-110	FICA W/H	936.71	
			120211215027	07	001-000-110	MEDICARE WITHOLDING	219.06	
			120211215027	08	001-000-110	RETIREMENT W/H	2750.20	
			120211215029	01	001-000-110	DEP EMA DIRECTOR S	212.50	
			120211215029	02	001-000-110	GRANT COORDINATOR	723.71	
			120211215029	03	001-000-110	FICA W/H	57.45	
			120211215029	04	001-000-110	MEDICARE WITHOLDING	13.43	
			120211215029	05	001-000-110	RETIREMENT W/H	36.97	
			120211215036	01	097-000-110	911 DIRECTOR SALAR	625.00	
			120211215036	02	097-000-110	DISPATCHERS	7453.69	
			120211215036	03	097-000-110	DISPATCHER O/T	886.76	
			120211215036	04	097-000-110	FICA W/H	518.99	
			120211215036	05	097-000-110	MEDICARE WITHOLDING	121.37	
			120211215036	06	097-000-110	RETIREMENT W/H	1465.38	
			120211215044	01	151-000-110	ROAD LABORERS- HOU	1180.32	
			120211215044	02	151-000-110	FICA W/H	63.91	
			120211215044	03	151-000-110	MEDICARE WITHOLDING	14.94	
			120211215044	04	151-000-110	RETIREMENT W/H	205.37	
			120211215045	01	152-000-110	ROAD LABORERS- HOU	2904.00	
			120211215045	02	152-000-110	FICA W/H	68.17	
			120211215045	03	152-000-110	MEDICARE WITHOLDING	15.94	
			120211215045	04	152-000-110	RETIREMENT W/H	199.06	
			120211215046	01	153-000-110	ROAD LABORERS- HOU	4542.94	
			120211215046	02	153-000-110	FICA W/H	201.95	
			120211215046	03	153-000-110	MEDICARE WITHOLDING	47.23	
			120211215046	04	153-000-110	RETIREMENT W/H	790.47	
			120211215047	01	154-000-110	ROAD LABORERS- HOU	2414.76	
			120211215047	02	154-000-110	FICA W/H	145.16	
			120211215047	03	154-000-110	MEDICARE WITHOLDING	33.95	
			120211215047	04	154-000-110	RETIREMENT W/H	420.16	

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK		VENDOR NAME	INVOICE		ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUNT
NUMBER	DATE		NUMBER	LINE #			
			120211215048	01	155-000-110 ROAD LABORERES - H	3587.84	
			120211215048	02	155-000-110 FICA W/H	134.03	
			120211215048	03	155-000-110 MEDICARE WITHOLDING	31.34	
			120211215048	04	155-000-110 RETIREMENT W/H	242.18	
			120211215049	01	161-000-110 MEDICARE WITHOLDING	.01	
			120211215050	01	162-000-110 FICA W/H	109.12	
			120211215050	02	162-000-110 MEDICARE WITHOLDING	25.52	
			120211215050	03	162-000-110 RETIREMENT W/H	306.24	
			120211215051	01	163-000-110 FICA W/H	74.02	
			120211215051	02	163-000-110 MEDICARE WITHOLDING	17.31	
			120211215053	01	165-000-110 FICA W/H	85.56	
			120211215053	02	165-000-110 MEDICARE WITHOLDING	20.01	
			120211215053	03	165-000-110 RETIREMENT W/H	153.12	
			120211215056	01	400-000-110 SANITATION SALARY	3943.97	
			120211215056	02	400-000-110 FICA W/H	244.52	
			120211215056	03	400-000-110 MEDICARE WITHOLDING	57.18	
			120211215056	04	400-000-110 RETIREMENT W/H	522.83	
							105194.56
77916	12/15/2021	ATMOS ENERGY	12/20210C	01	001-151-513 OFFICE COMPLEX BUILD	440.34	
			12/2021SHER	01	001-151-514 SHERIFF'S DEPT UTILI	1434.98	
			12/2021DHS	01	001-151-515 DHS BDILDING UTILITI	377.50	
			12/2021D2	01	152-302-510 UTILITIES	178.92	
							2431.74
77917	12/15/2021	AT&T	12/2021HFA	01	001-152-504 INTERNET SERVICE	63.49	
							63.49
77918	12/15/2021	AT & T	9870906604	01	001-200-504 NCIC LINES	214.61	
			9864906602	01	097-230-503 NCIC LINE	214.61	
							429.22
77919	12/15/2021	COMMUNITT COUNSELING	12/2021	01	001-100-590 EAP CONTRACT - CCS	375.00	
							375.00
77920	12/15/2021	JOE CHANDLER	12/2021D5	01	155-305-672 DIESEL FUEL	120.00	
							120.00
77921	12/15/2021	MS DEVELOPMENT AUTHORITY	12/2021HEN	01	138-800-800 PRIN RETIREMENT-CAP	2458.55	
			12/2021HEN	02	138-800-802 INTEREST EXPENSE	842.38	
							3300.93
77922	12/15/2021	CITY WATER & LIGHT DEPT.	12/2021CH	01	001-151-511 COURTHOUSE UTILITIES	1398.96	
			12/20210C	01	001-151-513 OFFICE COMPLEX BUILD	6673.97	
			12/2021DHS	01	001-151-515 DHS BUILDING UTILITI	1166.43	
			12/2021911	01	001-151-519 E911 BUILDING UTILIT	603.71	
			12/2021DTL	01	001-151-520 DTL UTILITIES	183.33	
			12/2021COM	01	001-151-521 COURT COMPLEX UTILIT	1645.19	
							11671.59
77923	12/15/2021	WEST GROUP PAYMENT CENTER	845439273	01	104-131-601 LAW LIBRARY MATERIAL	408.40	

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
								408.40
77924	12/15/2021	JEREMY HARPOLE	378491	01	001-151-540	MAINT TO BUILDINGS	150.00	150.00
77925	12/21/2021	SHERMAN IVY	12/2021	01	001-262-461	CONSTABLE FEES	1873.97	1873.97
77926	12/22/2021	PAYROLL CLEARING ACCOUNT	120211222023	01	001-000-110	DEPUTIES	16754.53	
			120211222023	02	001-000-110	DEPUTIES OVERTIME	967.35	
			120211222023	03	001-000-110	FICA W/H	1028.82	
			120211222023	04	001-000-110	MEDICARE WITHOLDING	240.62	
			120211222023	05	001-000-110	RETIREMENT W/H	2981.09	
			120211222023	06	001-000-110	GROUP HEALTH - BCBS	6495.39	
			120211222023	07	001-000-110	GROUP LIFE INS - EMP	48.63	
			120211222023	08	001-000-110	GROUP HEALTH -GAP/OG	1670.85	
			120211222023	09	001-000-110	GROUP MEDI-SUPPL	136.11	
			120211222023	10	001-000-110	GROUP MEDI-PART B	148.50	
			120211222023	11	001-000-110	GROUP MEDI-PART D	16.30	
			120211215052	01	155-000-110	ROAD LABORRES - H	503.20	
			120211215052	02	155-000-110	FICA W/H	31.20	
			120211215052	03	155-000-110	MEDICARE WITHOLDING	7.30	31029.89
77927	12/22/2021	WILLIE LOGAN	12/2021	01	400-340-672	DIESEL FUEL	175.63	175.63
77928	12/27/2021	PAYROLL CLEARING ACCOUNT	12/2021	01	001-262-470	RET W/HELD & MATCHED	327.74	327.74
77929	12/27/2021	MARTHA GAIL STAFFORD	12/2021	01	001-262-461	CONSTABLE FEES	273.29	273.29
77930	12/27/2021	MS DEVELOPMENT AUTHORITY	12/2021GRAH	01	138-800-800	PRIN RETIREMENT-CAP	4703.37	
			12/2021GRAH	02	138-800-802	INTEREST EXPENSE	842.61	5545.98
77931	12/28/2021	ATMOS ENERGY	12/2021SH	01	001-151-514	SHERIFF'S DEPT UTILI	33.04	33.04
77932	12/28/2021	BELLSOUTH / ATT	12/2021SHER	01	001-200-504	NCIC LINES	35.78	35.78
77933	12/28/2021	U. S. POSTMASTER	12/2021CR	01	001-102-501	POSTAGE & BOX RENT	100.00	
			12/2021JC	01	001-166-501	POSTAGE AND BOX RENT	100.00	
			12/2021SHER	01	001-200-501	POSTAGE & BOX RENT	100.00	300.00
77934	12/28/2021	CITY WATER & LIGHT DEPT.	12/2021ELL	01	001-151-512	ELLIS CLINIC UTILITI	374.03	
			12/2021EXT	01	001-151-513	OFFICE COMPLEX BUILD	138.27	
			12/2021FOR	01	001-151-513	OFFICE COMPLEX BUILD	98.37	

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		CHECK	
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION	AMOUNT	
			12/2021	SHER	01	001-151-514 SHERIFF'S DEPT UTILI	1287.56	1898.23
77935	12/31/2021	PAYROLL CLEARING ACCOUNT	120211222024	01	001-000-110	DEPUTIES	321.60	
			120211222024	02	001-000-110	FICA W/H	19.94	
			120211222024	03	001-000-110	MEDICARE WITHOLDING	4.66	
			120211222024	04	001-000-110	RETIREMENT W/H	55.96	
			120211231001	01	001-000-110	SUPERVISORS SALARI	17338.35	
			120211231001	02	001-000-110	PERSONNEL MAN/SYST	1938.35	
			120211231001	03	001-000-110	ATTORNEYS	3467.67	
			120211231001	04	001-000-110	ASST PERSONNEL MNG	109.45	
			120211231001	05	001-000-110	OFFICE CLERICAL	1555.98	
			120211231001	06	001-000-110	FICA W/H	1465.46	
			120211231001	07	001-000-110	MEDICARE WITHOLDING	342.73	
			120211231001	08	001-000-110	RETIREMENT W/H	4247.28	
			120211231001	09	001-000-110	GROUP HEALTH - BCBS	4330.28	
			120211231001	10	001-000-110	GROUP LIFE INS - EMP	20.16	
			120211231001	11	001-000-110	GROUP LIFE INS - OFF	28.98	
			120211231001	12	001-000-110	GROUP HEALTH -GAP/GG	1299.55	
			120211231001	13	001-000-110	GROUP MEDI-SUPL	328.39	
			120211231001	14	001-000-110	GROUP MEDI-PART B	318.60	
			120211231001	15	001-000-110	GROUP MEDI-PART D	6.50	
			120211231002	01	001-000-110	DEPUTIES	104.16	
			120211231002	02	001-000-110	OFFICE CLERICAL	190.96	
			120211231002	03	001-000-110	COMPTROLLER	3737.84	
			120211231002	04	001-000-110	ATTENDING BRD MEET	120.00	
			120211231002	05	001-000-110	COUNTY AUDITOR	441.67	
			120211231002	06	001-000-110	COUNTY TREASURER	208.33	
			120211231002	07	001-000-110	PUBLIC SVC NOT PRO	416.67	
			120211231002	08	001-000-110	FICA W/H	308.00	
			120211231002	09	001-000-110	MEDICARE WITHOLDING	72.03	
			120211231002	10	001-000-110	RETIREMENT W/H	874.99	
			120211231002	11	001-000-110	GROUP HEALTH - BCBS	1692.79	
			120211231002	12	001-000-110	GROUP LIFE INS - EMP	5.04	
			120211231002	13	001-000-110	GROUP LIFE INS - OFF	6.44	
			120211231002	14	001-000-110	GROUP HEALTH -GAP/GG	371.30	
			120211231003	01	001-000-110	DEPUTIES	2141.60	
			120211231003	02	001-000-110	OFFICE CLERICAL	490.00	
			120211231003	03	001-000-110	PUBLIC SVCS NOT PR	416.66	
			120211231003	04	001-000-110	COUNTY REGISTRAR	1408.75	
			120211231003	05	001-000-110	STATE FAILURES	33.33	
			120211231003	06	001-000-110	ELECTION FEES	208.34	
			120211231003	07	001-000-110	FICA W/H	265.63	
			120211231003	08	001-000-110	MEDICARE WITHOLDING	62.13	
			120211231003	09	001-000-110	RETIREMENT W/H	732.31	
			120211231003	10	001-000-110	GROUP HEALTH - BCBS	1574.70	
			120211231003	11	001-000-110	GROUP LIFE INS - EMP	16.52	
			120211231003	12	001-000-110	GROUP HEALTH -GAP/GG	556.95	
			120211231004	01	001-000-110	TAX ASSESSOR SALAR	5641.66	
			120211231004	02	001-000-110	DEPUTIES	4049.55	
			120211231004	03	001-000-110	PART-TIME HELP	605.00	

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		AMOUNT
			120211231004	04	001-000-110	FICA W/H		589.41
			120211231004	05	001-000-110	MEDICARE WITHOLDING		137.83
			120211231004	06	001-000-110	RETIREMENT W/H		1686.28
			120211231004	07	001-000-110	GROUP HEALTH - BCBS		3109.84
			120211231004	08	001-000-110	GROUP LIFE INS - EMP		26.60
			120211231004	09	001-000-110	GROUP HEALTH -GAP/GG		928.25
			120211231006	01	001-000-110	PURCHASE CLERK SAL		544.00
			120211231006	02	001-000-110	ASST PURCHASE CLER		175.00
			120211231006	03	001-000-110	FICA W/H		28.04
			120211231006	04	001-000-110	MEDICARE WITHOLDING		6.56
			120211231006	05	001-000-110	RETIREMENT W/H		125.11
			120211231006	06	001-000-110	GROUP HEALTH - BCBS		1220.44
			120211231006	07	001-000-110	GROUP LIFE INS - EMP		5.04
			120211231006	08	001-000-110	GROUP HEALTH -GAP/GG		185.65
			120211231007	01	001-000-110	INVENTORY CLERK		2073.11
			120211231007	02	001-000-110	FICA W/H		122.56
			120211231007	03	001-000-110	MEDICARE WITHOLDING		28.66
			120211231007	04	001-000-110	RETIREMENT W/H		360.72
			120211231008	01	001-000-110	RECEIVING CLERK		509.98
			120211231008	02	001-000-110	FICA W/H		28.68
			120211231008	03	001-000-110	MEDICARE WITHOLDING		6.71
			120211231008	04	001-000-110	RETIREMENT W/H		88.74
			120211231009	01	001-000-110	MAINTENANCE SALARY		3820.94
			120211231009	02	001-000-110	SECURITY GUARD		1835.00
			120211231009	03	001-000-110	FICA W/H		348.55
			120211231009	04	001-000-110	MEDICARE WITHOLDING		81.51
			120211231009	05	001-000-110	RETIREMENT W/H		637.17
			120211231009	06	001-000-110	GROUP HEALTH - BCBS		472.35
			120211231009	07	001-000-110	GROUP LIFE INS - EMP		5.04
			120211231009	08	001-000-110	GROUP HEALTH -GAP/GG		185.65
			120211231010	01	001-000-110	INFORMATION TECHNO		458.78
			120211231010	02	001-000-110	FICA W/H		27.16
			120211231010	03	001-000-110	MEDICARE WITHOLDING		6.35
			120211231010	04	001-000-110	RETIREMENT W/H		79.83
			120211231011	01	001-000-110	OFFICE/CLERICAL		708.33
			120211231011	02	001-000-110	FICA W/H		43.92
			120211231011	03	001-000-110	MEDICARE WITHOLDING		10.27
			120211231013	01	001-000-110	BAILIFF		495.00
			120211231013	02	001-000-110	FICA W/H		30.31
			120211231013	03	001-000-110	MEDICARE WITHOLDING		7.08
			120211231013	04	001-000-110	RETIREMENT W/H		57.42
			120211231014	01	001-000-110	BAILIFF		165.00
			120211231014	02	001-000-110	FICA W/H		10.03
			120211231014	03	001-000-110	MEDICARE WITHOLDING		2.35
			120211231014	04	001-000-110	RETIREMENT W/H		19.14
			120211231015	01	001-000-110	CASE MANAGER - GRA		297.19
			120211231015	02	001-000-110	OFFICE/CLERICAL		1338.34
			120211231015	03	001-000-110	JUDGE/REFEREE		809.16
			120211231015	04	001-000-110	FICA W/H		204.03
			120211231015	05	001-000-110	MEDICARE WITHOLDING		47.72
			120211231015	06	001-000-110	RETIREMENT W/H		425.37

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		AMOUNT
			120211231022	01	001-000-110	ELECTION COMMISSION	2300.00	
			120211231022	02	001-000-110	FICA W/H	136.02	
			120211231022	03	001-000-110	MEDICARE WITHOLDING	31.81	
			120211231022	04	001-000-110	RETIREMENT W/H	52.20	
			120211231023	01	001-000-110	SHERIFF SALARY	7500.00	
			120211231023	02	001-000-110	DEPUTIES	9222.15	
			120211231023	03	001-000-110	OFFICE/CLERICAL	9640.83	
			120211231023	04	001-000-110	OFFICE CLERICAL OV	928.13	
			120211231023	05	001-000-110	MECHANIC SALARY	1992.31	
			120211231023	06	001-000-110	FICA W/H	1764.18	
			120211231023	07	001-000-110	MEDICARE WITHOLDING	412.60	
			120211231023	08	001-000-110	RETIREMENT W/H	5050.06	
			120211231023	09	001-000-110	GROUP HEALTH - BCBS	5747.33	
			120211231023	10	001-000-110	GROUP LIFE INS - EMP	45.36	
			120211231023	11	001-000-110	GROUP LIFE INS - OFF	6.44	
			120211231023	12	001-000-110	GROUP HEALTH -GAP/GG	1856.50	
			120211231024	01	001-000-110	MTC TRANSPORT OFFI	1107.32	
			120211231024	02	001-000-110	FICA W/H	67.51	
			120211231024	03	001-000-110	MEDICARE WITHOLDING	15.79	
			120211231024	04	001-000-110	RETIREMENT W/H	192.67	
			120211231024	05	001-000-110	GROUP LIFE INS - EMP	2.52	
			120211231024	06	001-000-110	GROUP MEDI-SUPPL	161.67	
			120211231024	07	001-000-110	GROUP MEDI-PART B	170.10	
			120211231024	08	001-000-110	GROUP MEDI-PART D	29.90	
			120211231027	01	001-000-110	JAIL ADMINISTRATOR	1912.50	
			120211231027	02	001-000-110	JAIL RECORDS CLERK	1669.27	
			120211231027	03	001-000-110	JAILORS SALARIES	12905.74	
			120211231027	04	001-000-110	KITCHEN MANAGER	1793.65	
			120211231027	05	001-000-110	JAILORS OVERTIME	2844.96	
			120211231027	06	001-000-110	FICA W/H	1266.58	
			120211231027	07	001-000-110	MEDICARE WITHOLDING	296.21	
			120211231027	08	001-000-110	RETIREMENT W/H	3675.94	
			120211231027	09	001-000-110	GROUP HEALTH - BCBS	6888.64	
			120211231027	10	001-000-110	GROUP LIFE INS - EMP	246.13	
			120211231027	11	001-000-110	GROUP HEALTH -GAP/GG	2232.84	
			120211231029	01	001-000-110	DEP EMA DIRECTOR S	212.50	
			120211231029	02	001-000-110	GRANT COORDINATOR	780.65	
			120211231029	03	001-000-110	FICA W/H	60.98	
			120211231029	04	001-000-110	MEDICARE WITHOLDING	14.26	
			120211231029	05	001-000-110	RETIREMENT W/H	36.97	
			120211231030	01	001-000-110	FICA W/H	4.54	
			120211231030	02	001-000-110	MEDICARE WITHOLDING	1.07	
			120211231030	03	001-000-110	RETIREMENT W/H	19.14	
			120211231036	01	097-000-110	911 DIRECTOR SALAR	625.00	
			120211231036	02	097-000-110	DISPATCHERS	13147.01	
			120211231036	03	097-000-110	DISPATCHER O/T	835.41	
			120211231036	04	097-000-110	FICA W/H	870.88	
			120211231036	05	097-000-110	MEDICARE WITHOLDING	203.67	
			120211231036	06	097-000-110	RETIREMENT W/H	2416.28	
			120211231036	07	097-000-110	GROUP HEALTH - BCBS	3857.93	
			120211231036	08	097-000-110	GROUP LIFE INS - EMP	30.24	

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK		INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
NUMBER	DATE	NUMBER	LINE #	NUMBER	DESCRIPTION		
		120211231036	09	097-000-110	GROUP HEALTH -GAP/GG	1113.90	
		120211231037	01	104-000-110	LAW LIBRARY- ADMTN	136.22	
		120211231037	02	104-000-110	FICA W/H	6.95	
		120211231037	03	104-000-110	MEDICARE WITHOLDING	1.63	
		120211231037	04	104-000-110	RETIREMENT W/H	23.70	
		120211231042	01	114-000-110	COORDINATOR/VOL.FI	375.09	
		120211231042	02	114-000-110	FICA W/H	23.26	
		120211231042	03	114-000-110	MEDICARE WITHOLDING	5.44	
		120211231042	04	114-000-110	RETIREMENT W/H	65.27	
		120211231049	01	161-000-110	ROAD LABORERS-HOUR	988.56	
		120211231049	02	161-000-110	FICA W/H	57.51	
		120211231049	03	161-000-110	MEDICARE WITHOLDING	13.45	
		120211231049	04	161-000-110	RETIREMENT W/H	146.95	
		120211231049	05	161-000-110	GROUP HEALTH - BCBS	281.64	
		120211231049	06	161-000-110	GROUP LIFE INS - EMP	1.16	
		120211231049	07	161-000-110	GROUP HEALTH -GAP/GG	42.85	
		120211231050	01	162-000-110	ROAD LABORERS- HOU	2766.00	
		120211231050	02	162-000-110	FICA W/H	168.75	
		120211231050	03	162-000-110	MEDICARE WITHOLDING	39.47	
		120211231050	04	162-000-110	RETIREMENT W/H	481.28	
		120211231050	05	162-000-110	GROUP HEALTH - BCBS	944.70	
		120211231050	06	162-000-110	GROUP LIFE INS - EMP	10.08	
		120211231050	07	162-000-110	GROUP HEALTH -GAP/GG	742.60	
		120211231051	01	163-000-110	ROAD LABORERS- HOU	4697.20	
		120211231051	02	163-000-110	FICA W/H	285.52	
		120211231051	03	163-000-110	MEDICARE WITHOLDING	66.78	
		120211231051	04	163-000-110	RETIREMENT W/H	817.32	
		120211231051	05	163-000-110	GROUP HEALTH - BCBS	944.70	
		120211231051	06	163-000-110	GROUP LIFE INS - EMP	10.08	
		120211231051	07	163-000-110	GROUP HEALTH -GAP/GG	371.30	
		120211231052	01	164-000-110	ROAD LABORERS- HOU	2103.60	
		120211231052	02	164-000-110	FICA W/H	123.83	
		120211231052	03	164-000-110	MEDICARE WITHOLDING	28.95	
		120211231052	04	164-000-110	RETIREMENT W/H	366.03	
		120211231052	05	164-000-110	GROUP HEALTH - BCBS	941.75	
		120211231052	06	164-000-110	GROUP LIFE INS - EMP	6.98	
		120211231052	07	164-000-110	GROUP HEALTH -GAP/GG	257.05	
		120211231053	01	165-000-110	ROAD LABORERS- HOU	5703.20	
		120211231053	02	165-000-110	FICA W/H	347.28	
		120211231053	03	165-000-110	MEDICARE WITHOLDING	81.23	
		120211231053	04	165-000-110	RETIREMENT W/H	595.36	
		120211231053	05	165-000-110	GROUP HEALTH - BCBS	941.75	
		120211231053	06	165-000-110	GROUP LIFE INS - EMP	6.98	
		120211231053	07	165-000-110	GROUP HEALTH -GAP/GG	257.05	
		120211231056	01	400-000-110	SANITATION SALARY	4757.01	
		120211231056	02	400-000-110	FICA W/H	294.93	
		120211231056	03	400-000-110	MEDICARE WITHOLDING	68.98	
		120211231056	04	400-000-110	RETIREMENT W/H	710.52	
		120211231056	05	400-000-110	GROUP HEALTH - BCBS	472.35	
		120211231056	06	400-000-110	GROUP LIFE INS - EMP	5.04	
		120211231056	07	400-000-110	GROUP HEALTH -GAP/GG	185.65	

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: BS BANCORP SOUTH GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
								278949.85
77936	12/31/2021	PAYROLL CLEARING ACCOUNT	120211231012	01	001-000-110	MAINTENANCE SALARY	1778.02	
			120211231012	02	001-000-110	PART-TIME HELP	767.69	
			120211231012	03	001-000-110	FICA W/H	157.84	
			120211231012	04	001-000-110	MEDICARE WITHOLDING	36.91	
			120211231012	05	001-000-110	RETIREMENT W/H	442.96	
			120211231039	01	097-000-110	DISPATCHERS	96.06	
			120211231039	02	097-000-110	FICA W/H	5.96	
			120211231039	03	097-000-110	MEDICARE WITHOLDING	1.39	
			120211231039	04	097-000-110	RETIREMENT W/H	16.71	
			120211231059	01	400-000-110	SANITATION SALARY	248.27	
			120211231059	02	400-000-110	FICA W/H	15.39	
			120211231059	03	400-000-110	MEDICARE WITHOLDING	3.60	
			120211231059	04	400-000-110	RETIREMENT W/H	43.20	
								3614.00
						** CHECK TOTAL FOR BANK: BANCORP SOUTH GENERAL COUNTY		448169.95

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CLAY COUNTY  
 CASH DISBURSEMENTS REPORT  
 FOR THE PERIOD DECEMBER 11, 2021 TO DECEMBER 31, 2021

BANK: RM2 RENASANT BANK- INSURANCE ACCT

CHECK			INVOICE		ACCOUNT		CHECK
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION	AMOUNT
2045	12/27/2021	LIFE INSURANCE CO. OF ALABAM	12/2021	01	687-000-127	DUE TO LICOA	1738.99
							1738.99
2046	12/27/2021	LIBERTY NATIONAL INS	12/2021	01	687-000-125	DUE TO LIBERTY NATIO	2924.94
							2924.94
2047	12/27/2021	WELL CARE	12/2021	01	687-000-136	DUE TO WELLCARE	15.20
							15.20
2048	12/27/2021	WELL CARE	12/2021A	01	687-000-136	DUE TO WELLCARE	16.30
							16.30
2049	12/27/2021	WELL CARE	12/2021B	01	687-000-136	DUE TO WELLCARE	15.20
							15.20
** CHECK TOTAL FOR BANK: RENASANT BANK- INSURANCE ACCT							4710.63
** TOTAL DISBURSEMENTS **							454704.84

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