

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 9th day of June, 2011 at 9 00 o'clock a m , and present were R B Davis, President of the Board, Lynn Horton, Vice President Shelton Deanes, and Floyd McKee Luke Lummus was absent Also present at said meeting were Harmon A Robinson, Clerk of the Board and Laddie Huffman, Sheriff, when and where the following proceedings were had and determined, to wit

NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE A LEASE PURCHASE AGREEMENT WITH SOUTHERN IONICS, INCORPORATED TO ACQUIRE AN INDUSTRIAL BUILDING FOR ECONOMIC DEVELOPMENT AS AUTHORIZED BY SECTION 57-17-1 OF THE MISSISSIPPI CODE 1972

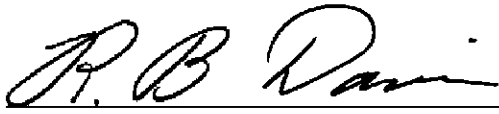
There came on this day for consideration the matter of authorizing the president to execute a lease purchase agreement with Southern Ionics, Incorporated to acquire an industrial Building for economic development as authorized by Section 57-17-1 of the Mississippi Code 1972

It appears that it would benefit Clay County, Mississippi by creating economic development and jobs to assist in the expansion of Southern Ionics, Incorporated, and

It appears that the Artex Building on Industrial Access Road is a suitable site for Southern Ionics, Incorporated's research and development division

After motion by Mr Deanes and second by Mr Horton this Board doth vote unanimously to authorize the President to execute the attached lease purchase agreement with Southern Ionics, Incorporated marked as exhibit A, and to approve said lease purchase of the county property described therein

So ordered this the 9th day of June, 2011



President

LEASE/PURCHASE AGREEMENT

THIS AGREEMENT of Lease/Purchase is made and entered into on this the 9th day of June, 2011, by and between CLAY COUNTY, MISSISSIPPI, acting by and through its Board of Supervisors, hereinafter referred to as "LESSOR," and SOUTHERN IONICS, INCORPORATED, by and through its President, Milton O Sundbeck, Jr, hereinafter referred to as "LESSEE,"

WITNESSETH

Pursuant to §57-7-1 of the Mississippi Code of 1972, as amended, Lessor does by these presents, lease and demuse unto the Lessee the following described property and all improvements thereon situated in the County of Clay, State of Mississippi, and being more particularly described as follows

Commencing at the southeast corner of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi, thence run West 30 feet to the west right-of-way line of Eshman Avenue, thence run North along said right-of-way 1,847 15 feet, thence run South 89 degrees 39 minutes West along the north right-of-way line of the Industrial Park Access Road 300 0 feet to the POINT OF BEGINNING for this description, from said point of beginning run thence North 00 degree 03 minutes West a distance of 855 60 feet to an existing iron pin and fence line, thence run South 89 degrees 50 minutes 03 seconds West along said fence a distance of 610 996 feet, thence run South 00 degree 03 minutes East a distance of 861 10 feet to the north right-of-way line of the Access Road thence run North 89 degrees 39 minutes East along said Access Road right-of-way line a distance of 611 0 feet to the POINT OF BEGINNING, being located in the Northeast Quarter of the Southeast Quarter of Section 2, Township 17 South, Range 6 East, Clay County Mississippi and containing 12 03 acres, more or less, and being further generally described as the East 611 feet of Lot 1, Block 163 of the City of West Point Mississippi, according to the Revised Arthur L Goodman map and survey of said City officially adopted July 13 1979

LESS AND EXCEPT An undivided 1/16th interest in and to all oil, gas and other minerals in, on and under the above described property reserved unto prior owners

LESS AND EXCEPT An undivided 15/16th interest in and to all oil, gas and other minerals in, on and under the described property which is hereby expressly reserved to the Grantor

Said Lease/Purchase is made on the following terms, conditions and covenants

1 The term of the Lease/Purchase shall be for a period of ten (10) years, beginning July 1, 2011 and ending June 30, 2021 Lessee accepts said property in an "as is" condition

2 Lessee shall pay rent at the rate of \$3,379.63 per month, the first payment being payable on July 1, 2011, and a like amount each month thereafter until June 1, 2021, with a final payment of \$3,379.08 It is the intention of the parties hereto that the amount of the rent for this lease/purchase be an amount sufficient to pay the Lessor an amount equivalent to the repayment of a \$350,000.00 loan at three percent (3%) annual interest for a period of ten (10) years

3 It is agreed that, at the expiration of the term of this lease/purchase, the Lessee shall have an option for a period of thirty (30) days within which to purchase the leased premises for the sum of \$100.00 to be paid to Clay County, Mississippi at the Clay County Chancery Clerk's office In addition, at any time during the term of this lease, on sixty (60) days written notice, Lessee may elect to prepay the lease balance and request a transfer of title The Lessor shall execute and deliver a good and sufficient Special Warranty Deed to the Lessee at a closing date agreed upon by the parties and/or such location as shall be agreed upon by the parties

4 Lessee contracts and agrees to use the leased premises as a research and development ("R&D") facility, or for comparable office purposes, and any uses reasonably necessary to conduct a research and development facility on said premises. Any other use of the leased premises other than as a research and development facility or comparable office purposes, and incidental uses related thereto must be approved by Lessor in writing, which consent shall not be unreasonably withheld, prior to using the leased premises for said purposes. Lessee also contracts and agrees that Lessee will not cease actual use of the facility as a research and development for a period of more than three (3) months during any one year period.

5 Lessee hereby agrees that it will, effective and commencing on the first day of this lease/purchase, and continuing throughout the term of this lease/purchase, take out and carry, at its own expense, and pay all premiums on insurance coverage on the buildings located on the property herein leased to include any buildings or improvements made from time to time located on the property herein leased, which shall include the following types of insurance at a minimum, to-wit:

(a) fire, lightning and extended coverage insurance with replacement cost endorsement in an amount equal to the full replacement value of the buildings now existing or to be constructed on the leased premises, adjusted annually on the basis of any increase or original agreed value, or \$350,000.00. The policies of insurance required herein shall name Lessor as an insured and shall be payable to the Lessor as to Lessee's interest.

(b) A general liability amount in an amount not less than \$2,000,000 00 single limit coverage insuring both Lessor and Lessee against any and all claims for death or personal injury or property damage resulting from the use, occupancy, operation or condition of the leased premises

(c) All policies of insurance herein required shall be placed with a company or companies qualified to do business in the State of Mississippi, and certificate of coverage of such insurance shall be furnished to Lessor each year by Lessee delivering same to the office of the Chancery Clerk of Clay County, Mississippi

6 This agreement is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property, of any kind whatsoever, whether the person or property of Lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in, on or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by Lessee in connection therewith, and Lessee hereby covenants and agrees to indemnify and save harmless the Lessor from any liabilities, charges, expenses (including counsel fees), costs on account of or by reason of any such injuries, liabilities, claims, suits or losses, however occurring, or damages growing out of same

7 Lessee agrees and covenants that at all times during the term of this lease/purchase, Lessee will comply with the provisions of the Mississippi Workers' Compensation Laws

8 Lessor and Lessee agree that, in the event of damage to or destruction of the building or buildings upon the premises herein leased from casualty covered by insurance required hereunder, and upon payment to the Lessor of the proceeds therefrom, the Lessee will repair or restore the building or buildings and improvements to the condition in which it was or they were prior to the occurrence of such casualty, and the Lessor agrees to reimburse the Lessee for the cost thereof out of, but not beyond, the amount of such proceeds. Even though the existing building or buildings or improvements constructed on said premises is, by reason of the occurrence of such casualty so insured against, rendered totally or partially untenable, meaning the manufacturing operations are impractical or are substantially impeded, the Lessee's obligations are impractical or are substantially impeded, the Lessee's obligations for payment of rentals during the primary term shall not be affected by such period of untenability as herein defined.

9 Lessee agrees, at its own cost and expense, throughout the term of this lease/purchase, and so long as it shall remain in possession of the demised premises, to keep and maintain said premises in good repair, and will use reasonable efforts to minimize by usual care and repairs the effects of use, decay, injury and destruction of the leasehold buildings and improvements, Lessor recognizing that certain depreciation by reason of increasing age and use is unavoidable.

10 The Lessee shall not sell or assign this lease or sublet the premises leased herein or any part thereof without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld.

11 The Lessee shall have the right to make any additions, alterations or improvements to the leased premises without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld. However, Lessee agrees that, if any substantial alterations or additions are made to the leased premises, such additions or alterations shall be made at the expense of the Lessee and, at the option of the Lessor, absent the option to purchase provided for herein, shall remain upon the premises at the termination or expiration of the lease and become the property of the Lessor, except the Lessor shall pay to Lessee the fair market value of all improvements made by Lessee during the term of this lease. The amount of fair market value to be paid shall be determined by an appraisal of said improvements made by a licensed Mississippi land appraiser selected by agreement of the parties. If an appraiser is not agreed upon within thirty (30) days of termination, each party shall select an appraiser and the fair market value to be paid shall be the average of the two appraisals.

12. If the Lessee shall fail to perform any of its obligations or agreements under this lease/purchase, the Lessee shall be deemed to be in default, and in addition to any other rights that may have been accrued to the Lessor under the provisions of this lease and the law, the Lessor shall have the right at its option to terminate this lease, and the Lessor shall, in the event of such termination, be entitled to, and the Lessee shall surrender to the Lessor peaceable possession of the leasehold building or buildings and all improvements hereunder. Provided however, that before terminating this agreement, the Lessor shall give the Lessee notice of its intention to terminate by certified or registered mail addressed to the Lessee's registered agent for process or, at

the option of the Lessor, any other person designated by the Lessee to receive said notice on Lessee's behalf Lessee shall have sixty (60) days after the sending of said notice to cure such default Delay by the Lessor in exercising its right to terminate because of any default shall not constitute a waiver of its right to terminate for that default or any other defaults

13 This lease/purchase was authorized by a resolution of the Board of Supervisors of Clay County, Mississippi, at its regular meeting on May 12, 2011 Milton O Sundbeck, Jr as President of Southern Ionics, Inc , executes this Lease/Purchase as the act of said corporation, for and on its behalf, after being duly authorized to do so

IN WITNESS WHEREOF, this Lease/Purchase has been executed in multiple counterparts, each to be considered an original, on this the 9th day of June, 2011

CLAY COUNTY, MISSISSIPPI

BY R. B. Davis
R B Davis, President of Clay County
Board of Supervisors

ATTEST

Harmon A. Robinson

Harmon A Robinson, Clerk of the
Board of Supervisors of Clay County,
Mississippi

"LESSOR"

SOUTHERN IONICS, INCORPORATED

BY

Milton O. Sundbeck, Jr.

Milton O Sundbeck, Jr , President

ATTEST

Steve D. Mitchener

Steve D Mitchener, Secretary

"LESSEE"

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, on this the 9th day of June, 2011, within my jurisdiction, the within named RB DAVIS and HARMON A ROBINSON, who acknowledged that they are President and Clerk, respectively, of the Board of Supervisors of Clay County, Mississippi, and that for and on behalf of said corporation, and as its act and deed, they signed, sealed and delivered the foregoing Lease/Purchase, for the purposes therein mentioned, on the day and year therein written, they being fully authorized so to do

Robert D. Darvall
By: Justin Plunkett, D.C.

Notary Public

(SEAL)

Circuit Clerk & Ex Officio Notary Public
My Commission Expires Jan 2nd 2012

My commission expires _____

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, on this the 9th day of June, 2011, within my jurisdiction, the within named MILTON O SUNDBECK, JR and STEVE D MITCHENER, who acknowledged that they are President and Secretary, respectively, of Souhern Ionics, Incorporated, and that for and on behalf of said corporation, and as its act and deed, they signed, sealed and delivered the foregoing Lease/Purchase, for the purposes therein mentioned, on the day and year therein written, they being fully authorized so to do

Robert D. Harrell, Jr.
By Susan Harrell, Jr.

Notary Public

(SEAL)

My commission expires Circuit Clerk & EX OFFICIO Notary Public
My Commission Expires Jan 2nd, 2012


IN THE MATTER OF AN INTERFUND LOAN

There came on this day for consideration the matter of an interfund loan for \$ 521 76 to fund #231, District 2 Road B & I 2001 Fund from fund #152, District 2 Road Fund

It appears to this Board that an interfund loan should be made to fund #231, District 2 Road B & I 2001 Fund from fund # 152, District 2 Road Fund in the amount of \$ 521 76 in order for the said fund to not be overdrawn as of 5/31/2011. Additionally, an annual note payment was made to Trustmark National Bank in the month of May and the said interfund loan will be repaid in anticipation of the collection of the ad valorem taxes for 2010

This Board after motion by Mr. McKee and seconded by Mr. Deane doth vote unanimously to loan \$ 521 76 to fund #231, District 2 Road B & I 2001 Fund from fund #152, District 2 Road Fund

SO ORDERED, this the 9th day of June, 2011


President

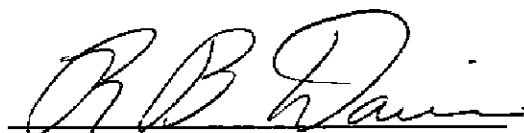
IN THE MATTER OF AN INTERFUND LOAN

There came on this day for consideration the matter of an interfund loan for \$2,959 41 to fund #216, Courthouse New Roof Notes 2010 Fund from fund #013, Utilization Fund

It appears to this Board that an interfund loan should be made to fund #216, Court House New Roof Notes 2010 Fund from fund # 013, Utilization Fund in the amount of \$ 2,959 41 in order for the said fund to not be overdrawn as of 5/31/2011. Additionally, an annual note payment was made to Renasant Bank in the month of May and the said interfund loan will be repaid in anticipation of the collection of the ad valorem taxes for 2010

This Board after motion by Mr. Deanes and seconded by Mr. Horton doth vote unanimously to loan \$2,959 41 to fund #216, Court House New Roof Notes 2010 Fund from fund #013, Utilization Fund

SO ORDERED, this the 9th day of June, 2011



President


IN THE MATTER OF AN INTERFUND LOAN

There came on this day for consideration the matter of an inter fund loan for \$5,338 43 to fund #211, Courthouse Remodeling & Ellis Clinic Building Fund from fund #013, Utilization Fund

It appears to this Board that an inter fund loan should be made to fund #211, Court House Remodeling & Ellis Clinic Building Fund from fund # 013, Utilization Fund in the amount of \$5,338 43 in order for the said fund to not be overdrawn as of 5/31/2011. Additionally, an annual note payment was made to First Security Bank in the month of May and the said interfund loan will be repaid in anticipation of the collection of the ad valorem taxes for 2010

This Board after motion by Mr. McKee and seconded by Mr. Horton doth vote unanimously to loan \$ 5,338 43 to fund #211, Court House Remodeling and Ellis Clinic Building Purchase Fund from fund #013, Utilization Fund

SO ORDERED, this the 9th day of June, 2011


President

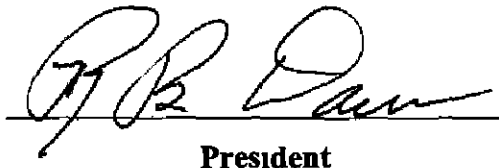
IN THE MATTER OF AN INTERFUND LOAN FOR FUND #097, E-911 FUND

There came on this day for consideration the matter of an inter fund loan for \$6,686 15 to fund #097, E911 Fund from fund #001, General County Fund

It appears to this Board that an inter fund loan should be made to fund #097, E-911 Fund from fund # 001, General Fund in the amount of \$6,686 15 in order for the said fund to not be overdrawn as of 5/31/2011

This Board after motion by Mr. McKee and seconded by Mr. Horton doth vote unanimously to loan \$ 6,686 15 to fund #097, E-911 Fund from fund #001, General County Fund

SO ORDERED, this the 9th day of June, 2011


President

NO _____

IN THE MATTER OF APPOINTING MILTON SUNDBECK TO THE BOARD OF THE
GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY BOARD TO FILL THE
UNEXPIRED TERM OF DAVID WINFIELD

There came on this day for consideration the matter of appointing Milton Sundbeck to the Board of the Golden Triangle Regional Solid Waste Authority Board to fill the unexpired term of David Winfield

It appears that David Winfield has served on the Board of Directors of the Golden Triangle Regional Solid Waste Authority, and

It appears that Mr Winfield's untimely death has created a vacancy on the Board and a replacement should be appointed to fill his unexpired term which ends December 31, 2011

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously to appoint Milton Sundbeck to fill the unexpired term of David Winfield on the Golden Triangle Regional Solid Waste Authority Board Said term set to expire December 31, 2011

So ordered this the 9th day of June, 2011


President


NO _____

IN THE MATTER OF HEALTH INSURANCE, DENTAL AND VISION INSURANCE FOR
THE 2011-2012 YEAR

There came on this day for consideration the matter of considering health insurance,
dental and vision insurance for the 2011-2012 year

After motion by Mr Horton and second by Mr Deanes this Board doth vote unanimously
to approve the new rates as contained in exhibit A for Blue-Cross-Blue Shield, and Guardian
Insurance to provide dental and vision

So ordered this the 9th day of June, 2011



President


NO _____

IN THE MATTER OF MOVING INTO EXECUTIVE SESSION UNDER SECTION 25-47-
7(4)(j)

Mr Deanes made the motion and Mr Horton offered a second to the motion and a
unanimously vote was taken after the President called for said vote

Mr Horton made the motion to return to open session and Mr Deanes gave a second
to the motion and a unanimously vote was taken and the Board returned to open session There
being no vote taken on the matter discussed in executive session the Board moved to the next
order of business

So ordered this the 9th day of June, 2011



President

NO _____


IN THE MATTER OF PAYMENT TO THE CHANCERY CLERK FOR HOMESTEAD
APPLICATION PREPARATION FOR 2011

There came on this day for consideration the matter of payment to the chancery clerk for homestead application preparation for 2011

It appears that the Chancery Clerk prepared and processed 258 homestead application for the Tax Commission for 2011

After motion by Mr McKee and second by Mr Horton this Board doth vote unanimously to pay the Chancery Clerk of Clay County \$258 00 for 2011 homestead processing

So ordered this the 9th day of June, 2011


President

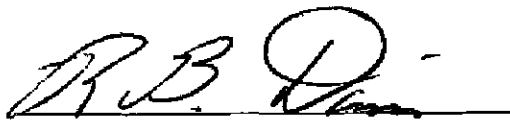
**RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES**

The Board of Supervisors of Clay County this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Leggett & Platt Components Co , Inc #V01

The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

Upon motion by Mr Horton and second by Mr McKee and unanimous vote this governing authority does hereby grant, subject to approval and certification of the Mississippi Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 5 years, beginning December 31, 2010, on the property described in the application with a total true value of \$170,350.49.


Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by Board of Supervisors of Clay County, Mississippi for a period of 5 years as authorized by Section 27-31-101 et Seq, Mississippi Code of 1972 as amended, on this the 9th day of June, 2011.



President

(SEAL)

Attest



Clerk of the Board

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31 101 et seq
MISSISSIPPI CODE OF 1972 AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc #0V01

PHYSICAL ADDRESS 103 E Industrial Access Road, West Point, MS 39773

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Steel tubing

LOCATION - COUNTY Clay CITY West Point

DATE OF COMPLETION December 31, 2010 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$170,350.49

*Attach an itemized list of property to be exempted as Exhibit "A"
The applicant request that the Board approve this application by an order spread on its minutes
declaring that the above property be exempt from all ad valorem taxation except school taxation
for the period requested The applicant further request that the application and certified
approval of exemption be forwarded to the Mississippi Department of Revenue and upon
approval and certification by the Department the Board enter a final order on its minutes
granting the exemption The above information is true and correct as certified by the applicant
This application is submitted on the 25th day of May 2011

Leggett & Platt Components Co, Inc #0V01
Applicant (Name of Taxpayer)

By [Signature]

Title Steve Williams, Director-Domestic Tax

ATTEST

SWORN TO AND SUBSCRIBED before me this the 25th day of May 2011

[Signature]
NOTARY PUBLIC

My Commission Expires 4-24-2012

[SEAL]

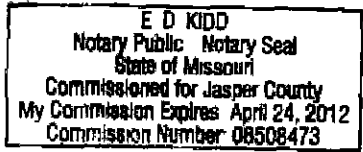


EXHIBIT A

**LEGGETT & PLATT COMPONENTS COMPANY, INC #0V01
103 E INDUSTRIAL ACCESS ROAD
WEST POINT, MS 39773**

MACHINERY & EQUIPMENT	112 860 46
TOOLS & DIES	53 970 85
COMPUTERS	<u>3,519 18</u>
TOTAL	<u><u>170 350 49</u></u>

**NOTE A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1**

SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

ASSET NUMBER	DESCRIPTION	COST
MACHINERY & EQUIPMENT		
405660	MILL STAND FOR M-MILLS	6 631 30
405661	MILL STAND FOR M-MILLS	6 631 30
405662	MILL STAND FOR M-MILLS	6 631 30
405663	MILL STAND FOR M-MILLS	6 631 30
405664	MILL STAND FOR M-MILLS	6 631 30
405665	MILL STAND FOR M-MILLS	6 631 29
405763	POWER FACTOR CORRECTION	2 047 57
405764	SPRAY ARC SYS FOR REMETALIZED	21 700 67
405765	RUST PREVENTATIVE APPLICATION	34 524 16
312427000002	DRIVE MOTOR MILL 9	14 800 27
	TOTAL MACHINERY & EQUIPMENT	<u>112 860 46</u>
TOOLS & DIES		
405534	=*2 625" SQ TOOLING FOR W35 *	33 498 29
405901	1 25 TOOLING M MILLS	20 472 56
	TOTAL TOOLS & DIES	<u>53 970 85</u>
COMPUTERS		
578407	POWER EDGE T610 TOWER	3 519 18
	TOTAL COMPUTERS	<u>3 519 18</u>
	TOTAL VALUE OF PROPERTY	<u><u>170 350 49</u></u>

NO _____


IN THE MATTER OF UTILITY EASEMENTS FOR EAST CHURCH HILL ROAD AND
RAILROAD ROAD

There came on this day for consideration utility easements for East Church Hill Road and Railroad Road

It appears to this Board that Telepak Network, Inc is seeking a permit for use and occupancy for utility construction on East Church Hill Road and Railroad Road in Clay County, Mississippi

After motion by Mr McKee and second by Mr Horton this Board doth vote unanimously to approve the utility applications for Telepak Network, Inc as incorporated herein as exhibits A and B

So ordered this the 9th day of June, 2011



President

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO _____ COUNTY CLAY

UTILITY NAME TELEPAK NETWORK, INC.

BY STEVE CASE, CONTRACTS AND PERMITS ADMINISTRATOR
(Name & Company Title)

ADDRESS 1018 HIGHLAND COLONY PARKWAY, SUITE 400, herein called APPLICANT,
RIDGELAND, MS 39157

proposes to construct BURIED FIBER
(Type of Facility)

along or across E-CHURCH HILL RD. Road, said facility to be
(Name of Road)

installed between Station No _____ and Station No _____ and within the road
right-of-way, and hereby makes application to the County for the construction permit Attached hereto are
drawings or plans for the construction, which will not be changed or altered without approval of the Board of
Supervisors, or its authorized representative

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi, Applicant agrees to comply with applicable provisions of S O P No SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project

The Applicant shall be responsible for future maintenance and repair of the facilities The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State Laws affecting County roads in effect at the time such adjustment or relocation is made Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic

A general description of the size, type, nature, and extent of the Utility work to be done is as follows
PLACING 24 COUNT FIBER-OPTIC CABLE IN 1½" HDPE PIPE
METHOD OF CONSTRUCTION IS DIRECTIONAL BORING AT MIN DEPTH
OF 48". THIS CASE IS TO SERVE THE CELL TOWER OF SMITH
BRIDGE RD
SEE ATTACHED DRAWINGS

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

CLAY County agrees to the following stipulations

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation, if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S-107 18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition)
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws

WITNESS THE SIGNATURE OF THE APPLICANT this the 1st day of
June, 2011

By Charlie Hart

Title Project Mgr

AGREED TO AND APPROVED BY ORDER OF THE Clay County
June 9, 2011
COUNTY BOARD OF SUPERVISORS this the 9th day of June
2011

By Robert L. Cabot
County/LSBP Engineer

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO _____ COUNTY CLAY

UTILITY NAME TELEPAK NETWORK, INC.

BY STEVE CASE, CONTRACTS AND PERMITS ADMINISTRATOR
(Name & Company Title)

ADDRESS 1018 HIGHLAND COLONY PARKWAY, SUITE 400, herem called APPLICANT,
RIDGELAND, MS 39157

proposes to construct BURIED FIBER
(Type of Facility)

along or across RAILROAD RD Road, said facility to be
(Name of Road)

installed between Station No _____ and Station No _____ and within the road
right-of-way, and hereby makes application to the County for the construction permit Attached hereto are
drawings or plans for the construction, which will not be changed or altered without approval of the Board of
Supervisors, or its authorized representative

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its
facilities upon, across, under, over and along public roads and streets within the State of Mississippi, Applicant
agrees to comply with applicable provisions of S O P No SA II-2-8, Policy for the Accommodation of Utility
Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the
"Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this
Application Agreement, and agrees to perform the construction according to the applicable industry code and
according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities The Applicant shall
make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road
widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State
Laws affecting County roads in effect at the time such adjustment or relocation is made Further, any
maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference
with the normal flow and safety of traffic

A general description of the size, type, nature, and extent of the Utility work to be done is as follows
PLACING 24 COUNT FIBER OPTIC CABLE IN 1½" HDPE PIPE
METHOD OF CONSTRUCTION IS DIRECTIONAL BORING AT MIN DEPTH
OF 48". THIS CASE IS TO SERVE THE CELL TOWER OF SMITH
BRIDGE RD
SEE ATTACHED DRAWINGS

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

CLAY County agrees to the following stipulations

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation, if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S-107 18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition)
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws

WITNESS THE SIGNATURE OF THE APPLICANT this the June 15th day of

June, 2011

By Charlie Hunt

Title Project Mgr

AGREED TO AND APPROVED BY ORDER OF THE Clay County

COUNTY BOARD OF SUPERVISORS this the 9th day of June
2011

By Robert L. Abbott
County/LSBP Engineer

NO _____

IN THE MATTER OF APPOINTING BOBBY LANE TO THE EMERGENCY
COMMUNICATIONS DISTRICT BOARD OF CLAY COUNTY, MISSISSIPPI

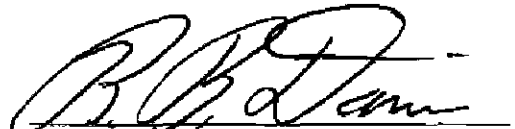
There came on this day for consideration the matter of appointing Bobby Lane to the
Emergency Communication District Board of Clay County , Mississippi

It appears that the death of David Winfield has created a vacancy on the Emergency
Communications District Board, and


It appears that Bobby Lane would be a suitable candidate to fill Mr Winfield's term
which expires December 31, 2011

After motion by Mr Horton and second by Mr McKee this Board doth vote unanimously
to appoint Bobby Lane to fill the unexpired term of David Winfield on the Emergency
Communications District Board of Clay County, Mississippi

So ordred this the 9th day of June, 2011


President

This Board doth recess until 9 A M on June 30, 2011


President