

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 17th day of July, 2012, at 9 00 o'clock A M and present were Lynn Horton, Luke Lummus, President, R B Davis, Shelton Deanes and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE
BOARD OF SUPERVISORS MEETING HELD ON JULY 17, 2012**

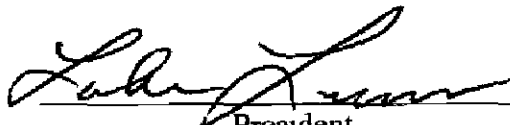
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on July 17, 2012

It appears to this Board the items listed below need to be added to the agenda for further consideration and discussion

- Garbage bills and collections
- Execution of the easement to Mid-South Nutrient
- Lease Purchase Agreement with Tom Soya Grain Company
- Pete Dexter

After motion by R B Davis and second by Floyd McKee, this Board doth vote unanimously for the agenda to be adopted as presented and for the said amendments to be added to the agenda to be considered by this Board and that such agenda be approved

SO ORDERED, this the 17th day of July, 2012



President

NO _____

**IN THE MATTER OF ACCEPTING A CERTIFICATION FROM
THE MISSISSIPPI DEPARTMENT OF REVENUE FOR THE
TAX ASSESSOR/COLLECTOR, PAIGE LAMKIN**

There came on this day for consideration the matter of accepting the Certification from the Mississippi Department of Revenue on the Clay County Tax Assessor/Collector, Paige Lamkin

It appears to this Board that the Certification has been received from the Mississippi Department of Revenue stating that the Tax Assessor/Collector remitted a correct copy and was timely filed a Recapitulation of the Real and Personal Assessment Rolls for year 2012 as attached hereto as Exhibit "A," and as a result of the timely filing and not in default, this Board can make an allowance and pay the salary of the said Assessor

After motion made by Shelton Deanes and second by Lynn Horton, this Board doth vote unanimously to accept the Certification from the Mississippi Department of Revenue stating the Clay County Tax Assessor/Collector, Paige Lamkin, compliance with the remittance of the Real and Personal Assessment Rolls for year 2012

SO ORDERED, this the 17th day of July, 2012



President



TO County Assessors, and/or Collectors

Enclosed is a certificate indicating that you are in compliance according to Miss Code Ann 27-35-127, and are eligible to receive your salary for July and subsequent months

Your attention is drawn to the last sentence in this section, (27-35-127) that requires this certificate to be entered on the minutes of the Board of Supervisors. When this is done, the Board may then allow your salary for the current month and for subsequent months. We are sending the certificate to you so that you may present it to the Board of Supervisors for entry on the minutes.

We have sent a copy of the instructions to the Board of Supervisors for their August meeting. You are to attend this and all meetings when assessments are under consideration. See Section 27-35-85, Miss Code Ann.

Sincerely,

A handwritten signature in black ink, appearing to read "Christina M. Hewitt".

Christina M. Hewitt
Office of Property Tax

Enclosure

Cc File



C E R T I F I C A T E

TO BOARD OF SUPERVISORS
Clay COUNTY, MISSISSIPPI

This is to certify that the MS Department of Revenue has received from the County Assessor a correct copy of the Recapitulation of the Real and Personal Assessment Rolls of the above named county filed with you for 2012, and to the best of its knowledge and belief, subject to the preparation of a supplementary Real Roll reflecting the implementation of the constitutional amendment (House Concurrent Resolution 41), Paige Lamkin, assessor of said county, is not in default with respect to making and filing the said assessment rolls, and that the said Board of Supervisors may, in its discretion, make an allowance and pay the salary of the said assessor

This done on the 12th day of July, 2012

Department of Revenue

Christina M Hewitt
Office of Property Tax

NO _____

**IN THE MATTER OF REQUESTING AN INCREASE IN THE MATCHING FUNDS
FOR THE HOULKA MASTER WATER MANAGEMENT DISTRICT NRCS PROJECT
DSR# 28010251102**

Supervisor Shelton Deanes offered and moved the adoption of the following Resolution

RESOLUTION

Whereas, there is an urgent need for additional funds in the amount of \$ 14,872 in order to fund the local match portion of the NRCS Houlika Water Management District Project DSR# 28010251102, and,

WHEREAS, Clay County, Mississippi, is without sufficient resources with which to cover the cost of the matching funds

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Board hereby requests the Tombigbee River Valley Water Management District authorize payment in the amount of \$14,872 to be taken from the Projects of Local Nature (PLN) Funds to be used for the local match portion of the NRCS Houlika Water Management District Project DSR# 28010251102

Supervisor Lynn Horton seconded the motion and with all members present and voting "Aye", the President declared the motion carried and the resolution adopted

SO ORDERED, this the 17th day of July, 2012



President

**IN THE MATTER OF STRIKING CERTAIN ASSETS FROM THE INVENTORY
CONTROL RECORDS OF CLAY COUNTY, MISSISSIPPI**

There came on this day for consideration the matter of striking certain fixed assets from the inventory control records of Clay County, Mississippi

It appears to this Board that the item listed below is no longer being used by the County and no longer functions properly so as to be useful to the County and therefore should be deleted off the County's fixed asset ledger and sold for scrap metal. The item is as follows

SD649 Ford Crown Victoria 1998 S/N #2FAFP71W8WX132408

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to strike the items listed above from the inventory control records of Clay County, Mississippi and for the said item to be taken and sold for scrap

SO ORDERED, this the 17th day of July, 2012



President

To Amy G Berry
Inventory Control Clerk

From Eddie Scott

Date 7/5/12

Re Inventory Control # SDU49
Description Ford Crown Victoria 1998
S/N# 2FAEP71W8WX132408

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Eddie Scott
Department Head

This is acknowledged receipt of the above inventory item on this the 5th day of July, 2012.

Amy G. Berry
Inventory Clerk

FAMBEM
Delete

Mobile Equipment File Maintenance

16 11 24
AMY
Key # 280

Description FORD CROWN VICTORIA 1998

Location SHOP

Vendor STARKVILLE FORD Serial # 2FAFP71W8WX132408

Property # SD649 Project # Current Value 2071 00

*Department # 200 SHERIFF/JAIL Objective # 86 MOBILE EQUIPMEN

*Acquisition T TRANSFER *Disposal

Ledger? Y (Y/N)

*Asset Type MVC MOTOR VEHICLE - Useful Life 5 Years

Salvage % 10 Salvage \$ 2071 Cap Threshold 5000

GASB Eligible? Y (Y/N) Depreciate? Y (Y/N)

Accumulated Depreciation 18642 00

Cap Value 20713 00 Date 8/09/2001

Remarks

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

NO _____

IN THE MATTER OF THE SALE OF SURPLUS MOBILE EQUIPMENT

There came on this day for consideration the matter of the sale of surplus mobile equipment

It appears to this Board the Sheriff is requesting that the attached list of mobile equipment marked as Exhibit A to be offered for sale at 10 00 a m on Thursday August 9, 2012, at the front door of the Clay County Courthouse

After motion by R. B Davis and second by Shelton Deanes this Board doth vote unanimously to offer for sale the following items as attached hereto as Exhibit A on Thursday August 9, 2012 at 10 00 on the front steps of the Clay County Courthouse

SO ORDERED this the 17th day of July, 2012



President

4 3

429

Exhibit A

Asset#	Description	Serial No
SD555	Ford Crown Victoria 1996	2FALP71W6TX194193
SD944	Ford Ranger 1988	1FTCR11AXJUB45217
SD1095	Ford Crown Victoria 1995	2FALP71W2SX121322
SD1088	Ford 1994 Crown Victoria	2FALP71N4RX151397
SD798	Ford Explorer 2000	1FMZU62E3YZB50467

Description FORD CROWN VICTORIA 1996
Location HAL HEADD
Vendor TRI-COUNTY NARCOTICS Serial # 2FALP71W6TX194193
Property # SD555 Project # Current Value 1907 00
*Department # 200 SHERIFF/JAIL Objective # 86 MOBILE EQUIPMEN
*Acquisition D DONATED *Disposal
Ledger? Y (Y/N)
*Asset Type MVC MOTOR VEHICLE - Useful Life 5 Years
Salvage % 10 Salvage \$ 1907 Cap Threshold 5000
GASB Eligible? Y (Y/N) Depreciate? Y (Y/N)
Accumulated Depreciation 17171 00
ap Value 19078 00 Date 6/17/1997
Remarks WAS BEING USED BY TRICOUNTY NARCOTICS
WAS BEING USED BY SO AS A SWING CAR
NOW BEING USED BY BOBBY GRIMES INVESTIGATOR

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

FAMBEM
Delete

Mobile Equipment File Maintenance

Key # 304

18 01 75
AMY

Description FORD RANGER 1988

Location HENRY CHANDLER

Vendor SEIZED

Serial # 1FTCR11AXJUB45217

Property # SD944 Project # _____ Current Value 2800 00

*Department # 200 SHERIFF/JAIL Objective # 86 MOBILE EQUIPMEN

*Acquisition S SEIZED IN RAIDS *Disposal _____

Ledger? Y (Y/N)

*Asset Type MVP MOTOR VEHICLE - Useful Life 5 Years

Salvage % 10 Salvage \$ 280 Cap Threshold 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation _____

Cap Value 2800 00 Date 11/14/2002

Remarks _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

7/30/2012
FAMBEM
Delete

FIXED ASSETS
Mobile Equipment File Maintenance

16 09 17
AMY
Key # 347

Description FORD CROWN VICTORIA 1995
Location SWING CAR
Vendor TRICOUNTY NARCOTICS Serial # 2FALP71W2SX121322
Property # SD1095 Project # _____ Current Value 1900 00
*Department # 200 SHERIFF/JAIL Objective # 86 MOBILE EQUIPMEN
*Acquisition G GIFT *Disposal _____
Ledger? Y (Y/N)
*Asset Type MVC MOTOR VEHICLE - Useful Life 5 Years
Salvage % 10 Salvage \$ 190 Cap Threshold 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation _____
ap Value 1900.00 Date 8/25/2005
Remarks _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

8

438

FAMBEM
Delete

Mobile Equipment File Maintenance

16 09 32
AMY
Key # 344

Description FORD 1994 CROWN VICTORIA

Location: SHOP

Vendor CITY OF WEST POINT

Serial # 2FALP71N4RX151397

Property # SD1088

Project #

Current Value

1150 00

*Department # 200

SHERIFF/JAIL

Objective # 86

MOBILE EQUIPMEN

*Acquisition G

GIFT

*Disposal

Ledger? Y (Y/N)

*Asset Type MVC

MOTOR VEHICLE -

Useful Life

5 Years

Salvage % 10

Salvage \$

115

Cap Threshold

5000

GASB Eligible? N

(Y/N)

Depreciate? N

(Y/N)

Accumulated Depreciation

Cap Value

1150 00

Date:

4/28/2005

Remarks

Enter=Accept

*F4=Prompt

F8=Transactions

F10=Delete

F12=Cancel/No Update

7/30/2012
FAMBEM
Delete

FIXED ASSETS
Mobile Equipment File Maintenance

16 09 41
AMY
Key # 295

Description FORD EXPLORER 2000
Location MIKE WEAVER
Vendor STARKVILLE FORD Serial # 1FMZU62E3YZB50467
Property # SD798 Project # Current Value 2155 00
*Department # 200 SHERIFF/JAIL Objective # 86 MOBILE EQUIPMEN
*Acquisition T TRANSFER *Disposal
Ledger? Y (Y/N)
*Asset Type MVM MOTOR VEHICLE-S Useful Life 5 Years
Salvage % 10 Salvage \$ 2155 Cap Threshold 5000
GASB Eligible? Y (Y/N) Depreciate? Y (Y/N)
Accumulated Depreciation 19395 00
ap Value 21550 00 Date 3/28/2002
Remarks

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

NO _____

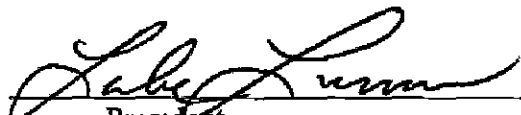
**IN THE MATTER OF AUTHORIZING FOR THE SALES PROCEEDS
OF SURPLUS MOBILE EQUIPMENT BELONGING TO THE SHERIFF'S
DEPARTMENT TO BE DEPOSITED INTO FUND NO 012, SEIZED DRUG FUND**

There came on this day for consideration the matter of authorizing the sales proceeds of surplus mobile equipment belonging to the Sheriff's Department to be deposited into Fund No 012 Seized Drug Fund

It appears to this Board the Sheriff is wanting to have a sale of surplus mobile equipment on Thursday, August 9, 2012, at 10 00 o'clock A M and that the proceeds from said sale should be deposited into Fund No 012, Seized Drug Fund, in order to fund the purchase of a mini-van

After motion by R B Davis and second by Floyd McKee, this Board doth vote unanimously to authorize the sales proceeds of surplus mobile equipment belonging to the Sheriff's Department to be deposited into Fund No 012, Seized Drug Fund

SO ORDERED, this the 17th day of July, 2012



President

NO _____

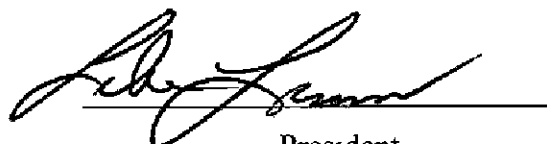
**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE
CONTRACT WITH INFOWARE 2 FOR THE PURCHASE OF A
NEW COURT RECORDER MACHINE FOR COURTROOM NO 2**

There came on this day for consideration the matter of authorizing the President to execute a Contract with Infoware 2 for the purchase of a new court recorder machine for Courtroom No 2

It appears to this Board that the cassette court room recorder in Courtroom No 2 is no longer recording properly and providing quality recordings of Youth Court Hearings and Lunacy Commitment hearings and that Infoware 2 from Madison, MS has a FTR Touch System Digital Courtroom Recorder available for \$4,995 00 which would be sufficient to cover the courtroom recordings needs of the court

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize the purchase of the FTR Touch System Digital Courtroom Recorder for \$4,995 00 for Courtroom No 2

SO ORDERED this the 17th day of July, 2012



President

Infoware 2

P O Boxs 2145
Madison, MS 39130

Invoice

Date	Invoice #
7/3/2012	101206

Bill To
Clay County Board of Supervisors P O 815 West Point, MS 39773

Ship To

P O Number	Terms	Rep	Ship	Via	FOB	Project
32223	Due upon installatio	GRL	7/3/2012			2012-07-03 Touch Youth Court
Quantity	Item Code	Description			Price Each	Amount
1	PHP-90399-TC10-	FTR Touch System for digital recording with accessories as quoted Serial Number 6012020032 Sales Tax			4 995 00	4 995 00T
					0 00	0 00
					Total	\$4 995 00

Guaranteed Maintenance Agreement

Service Provider.

Customer

Infoware, Inc.

509 Cobblestone Court, Suite 1
P O Box 2145
Madison, MS 39130-2145

Clay County Chancery Court
P O Box 815
West Point, MS 39773

(601) 853-2301 (601) 605-2152 Fax 662-494-3124

Term The above equipment is to be placed under Guaranteed Maintenance Agreement (GMA) for a period of one (1) year beginning on first day after executing this agreement for twelve months at the annual rates stated in the proposal. Billing can be prorated to coincide with the customer fiscal year if required. This Agreement may be renewed annually at the then current listed annual rates. Any new equipment purchased during the Agreement period which the customer desires to place under a maintenance agreement will automatically be added to the GMA. The maintenance fee for any such new equipment shall be based on the prevailing Agreement rates and shall be prorated to begin after the initial manufacturer's warranty and expire with the existing Agreement. This Agreement will be automatically renewed annually at the then prevailing Agreement rates unless cancelled in writing thirty (30) days prior to the end of the Agreement period by either party.

It is also agreed that all warranties and this Agreement will be declared void with respect to any of the listed equipment if the serial number of said equipment is removed or altered and if repairs are made by other than authorized Infoware Inc employees.

Telephone Support

Unlimited Telephone Support will be provided for all Court personnel requesting assistance for the operation of the FTR recording and transcription hardware and software. Assistance in problem determination will be provided to isolate the cause of the problem and recommend a solution.

Loaner Equipment

If there is a hardware or software failure to operate then Infoware will provide under the GMA at no cost loaner equipment for its customer to use during the repair time.

On-Site Service

During the maintenance period, Infoware will provide on site support for the FTR hardware and software purchased from Infoware. Infoware will repair the hardware, provide replacement parts, and update the software release levels in accordance with the terms and limitation stated in this agreement. Calls for service will be handled on a first call for service basis for all customers who subscribe to Infoware's GMA. GMA customers take priority over non-GMA customers for service. The list of equipment covered by the maintenance agreement will be listed on the Infoware annual maintenance invoice.

First Line of Support

Customer is to provide first line of end-user support by determining the problem is a true service problem prior to placing a request for an on-site service call. Customer will make every attempt to determine the cause of the problem by testing and checking power cords, cables, power supplies, testing microphones and other items with replacement units prior to placing a service call.

Infoware will provide a list of procedures and problem determination steps for Customers to follow and complete prior to contacting Infoware for service. These are our current procedures and are subject to changes by Infoware.

Procedures and problem determination steps are as follows:

- 1 Define and determine where the problem is (i.e. with the microphones, software, control box, PC or laptop, etc.)
 - 3 Perform testing to determine if it is operational or if the problem is related to microphone, control box, PC, laptop or cables.
 - 4 Call Infoware for telephone support to help determine the problem.
 - 5 Determine where the problem lies with each individual component(s) etc.
 - 6 Perform all necessary testing for problem isolation and apply problem resolution techniques prior to placing a service call.
- Only a designated person(s) authorized to call will place a service call.

Items covered under maintenance

All FTR and Infoware hardware and software. The software version/release you purchased from Infoware. Customer will be required to maintain an operating system that is supported by Microsoft for FTR software maintenance coverage to remain in place.

Removed Parts that are covered by maintenance

All replacement or removed parts, either good or defective (including unused parts) are to be returned to Infoware. Failure to return these items will result in Customer being billed for items at the current rates.

Infoware, Inc. Service Responsibilities

Infoware, Inc. agrees that as necessary to maintain the equipment operational, it will check the equipment and software, loading updates as required and inspect hardware connections, make software adjustments and replace parts as required, etc. During the Agreement period Infoware, Inc. agrees to provide all repairs, replacements or adjustment of parts deemed necessary by Infoware, Inc. to maintain the equipment in good operating condition. Infoware, Inc. reserves the right to use new or reconditioned replacement parts. Removed parts shall become the property of Infoware, Inc. Service will be for standard business hours of Monday-Friday 9:00 to 5:00 excluding holidays. After standard hours service calls are billable.

Service Not Covered

The following calls for services are not included under GMA and are part of the Customer's responsibilities:

Determination if the problem is associated with the Local Area Network (LAN) or Wide Area Network (WAN)

Determination if the problem is associated with the administrative portions of the PC System, i.e.

If your problem is not resolved please contact Infoware, for assistance

Other items not covered are

Service which is required due to improper treatment or use of the equipment,

Service required because of a computer virus

Service made necessary by electrical power failure, low or high voltage, or voltage spikes, telephone line problems caused by lightning, or other acts of God

Service because of telephone line or switch problems, wiring, cabling, or computer networking problems

Service to supplies and accessories (i.e. CDs, DVDs, and other hardware such as external disks, DVD and CD burners, thumb drives, travel case, listening devices (i.e. headsets), battery power backup units, batteries, and remote devices not necessary for basic operation,

Except for those warranties that are provided by the manufacturers for those items

Customization of features to add or change functionality

Other Items not included in Maintenance Agreement

Support and problem determination on equipment that Infoware did not sell: Operating Systems, Non-FTR Recorder and Transcription Software, telephone equipment and all types of cables, network problems, virus problems, end-user PC hardware and end-user operating system problems, Operator errors, Problems relating to use of old equipment operating with the new FTR Software, i.e. upgrades to software that are billable items by FTR, i.e. Virus Scan Software and Maintenance Software (database), FTR billable software or hardware upgrades, damage to PC, laptop, problems to microphones and control box stations, etc. that are a result of lightning or electrical power, low voltage, spike (high) voltage. FTR headset are not covered and considered a supply item.

Limitations of Liability and Warranty

INFOWARE, INC. DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR OTHERWISE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. INFOWARE, INC. SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM ANY LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE OF PRODUCTS OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ANY OTHER SIMILAR DAMAGES ARISING OUT OF CUSTOMER'S NEGLIGENT ACTS AND OMISSIONS, WHETHER BASED ON AGREEMENT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, INFOWARE, INC.'S AGGREGATE LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT COVERED BY THIS AGREEMENT. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL INFORMATION STORED ON EQUIPMENT COVERED HEREUNDER IS ADEQUATELY DUPLICATED, BACKED UP AND DOCUMENTED. IT IS EXPRESSLY AGREED THAT INFOWARE, INC. SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO OR FOR THE COST OF RECONSTRUCTING RECORDED INFORMATION OR DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC. LOST DURING THE COURSE OF PERFORMANCE OF MAINTENANCE SERVICE. **INFOWARE REPRESENTS THAT IT WILL ACT IN ACCORDANCE WITH ALL OF INFOWARE'S POLICIES AND PROCEDURES FOR PERFORMING MAINTENANCE.** *The attached FTR Warranty Disclaimer and Limitation of Liability shall apply to this agreement.*

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, AGREEMENT OR OTHERWISE, SHALL INFOWARE OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING

WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL WORK STOPPAGE COMPUTER FAILURE OR MALFUNCTION OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES IN NO EVENT WILL INFOWARE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIST PRICE FTR CHARGES FOR A LICENSE TO THE SOFTWARE EVEN IF FTR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION FURTHERMORE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law

FTR WARRANTY DISCLAIMER

To the maximum extent permitted by applicable law and except for the limited warranty set forth herein THE SOFTWARE WARRANTY provisions are only those stated in the **FTR Statement of Product Warranty**

INFOWARE DOES NOT EXPRESS OR IMPLIED WITHOUT LIMITING THE FOREGOING PROVISION YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION OF USE OF AND RESULTS OBTAINED FROM THE SOFTWARE WITHOUT LIMITING THE FOREGOING PROVISIONS INFOWARE INC MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FTR DISCLAIMS ALL WARRANTIES EITHER IMPLIED OR EXPRESS INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law

Indemnification Customer shall indemnify and hold harmless Infoware, Inc from any loss or expense to persons or property other than the equipment suffered or incurred in connection with any claim, suit or proceeding brought against Infoware, Inc. to the extent that it arises out of this GMA or customer's possession or use of the equipment and services provided. This indemnity shall survive the termination of the GMA, provided that such loss, cost or expense was not caused solely by the fault of Infoware, Inc.

ACCESS TO BOOKS AND RECORDS

To the extent that the law and regulations are applicable to this agreement Infoware agrees to maintain a copy of this agreement and all books documents and records necessary to certify the nature and extent of compensation paid to Infoware pursuant to this agreement for three (3) years

Infoware represents that neither Infoware nor any of its employees has a conflict of interest pursuant to this agreement

Equipment installed Installation Date 07/05/2012--Serial Number Touch 6012020077 6012020032 AG3 7/18/12

INFOWARE 2
BY [Signature]
Its PRESIDENT
DATE 7/5/12

CLAY COUNTY CHANCERY COURT
BY [Signature]
Its [Signature]
DATE 7/11/12


IN THE MATTER OF AUTHORIZING THE CHANCERY CLERK AND ELECTION COMMISSIONERS TO APPLY FOR THE HELP AMERICA VOTE ACT ASSISTANCE GRANT PROVIDED THRU THE MISSISSIPPI SECRETARY OF STATE'S OFFICE

There came on this day for consideration the matter of authorizing the Chancery Clerk and Election Commissioners to apply for the Help America Vote Act Assistance Grant provided thru the Mississippi Secretary of State's Office

It appears to this Board Clay County received notification as attached hereto as Exhibit A from the Mississippi Secretary of State's Office that it is eligible for the Help America Vote Act Assistance Grant in the amount of \$3,616 00 to be utilized to purchase temporary polling place improvements to enhance handicap accessibility at the voting precincts and if Clay County is interested in applying for the said grant, we have until July 27th, to get the paperwork submitted to the Secretary of State's Office

After motion by Shelton Deanes and second by Lynn Horton, this Board doth vote unanimously to authorize the Chancery Clerk and the Election Commission to complete the Help America Vote Act Assistance Grant provided thru the Mississippi Secretary of State's Office in the amount of \$3,616 00 to be utilized to purchase temporary polling place improvements to enhance handicap accessibility at the voting precincts

SO ORDERED, this the 17th day of July, 2012




President



DELBERT HOSEMANN
Secretary of State

TO Clay County Chairman, Board of Supervisors, Chairman, Election Commission, Circuit Clerk

FROM Heath Hillman, Assistant Secretary of State, Elections Division 

DATE July 5, 2012

SUBJECT Temporary Polling Place Improvements for Accessibility

The Help America Vote Act (HAVA) required all polling places in Mississippi to be accessible to all disabled citizens in accord with the "American with Disabilities Act" ("ADA") by January 1, 2006. The ACCESS Grant Program was created to assist you with the cost associated with this process. All counties who made permanent and temporary transformations previously, received reimbursements for those improvements. **We are opening the program again this year for temporary improvements only**

Please find the attached documents to request approval of reimbursement prior to your purchase. After your submissions are approved by the Mississippi Secretary of State's Office and your purchases are made, submit your expenses for reimbursement. The deadline for you to submit your requests for approval to the Secretary of State's Office is July 27, 2012. Our deadline to respond to your request for approval is August 10, 2012.

Please Note: all purchases should be made and your submission for reimbursement should be received by our office no later than September 1, 2012. You should receive your check for reimbursement from our office by September 28, 2012.

The allocated reimbursement amount for your county is \$3,645.18

14 precincts
\$260.37

Below is a list of companies that we have received information from who supply temporary polling place improvement solutions. We suggest that you request special pricing due to the grant reimbursement, which is open to all eighty-two (82) counties.

Inclusion=solutions
1-866-232-5487
www.inclusionsolutions.com

Intab
1-800-232-1872
www.intab.net

Printelect
1-800-682-4500
www.printelect.com

For the purposes of facilitating this process and in order to address any concerns you may have, we will conduct a statewide conference call Thursday, July 12, 2012 at 2:30 pm. Please call toll free 1-877-820-7831 and enter pass code 9941724#. If you experience difficulties calling in, please dial 601-359-9372 and ask for assistance.

If our office may be of further assistance, or you require clarification on this matter, please feel free to contact Matt Grubbs, Director of Elections Administration and HAVA Administrator, at 601-359-6582. Thank you.



DELBERT HOSEMANN
Secretary of State

TO The Honorable Wendy Fuller, Clay County Election Commissioner
FROM *Matt Grubbs*
Matt Grubbs, Director of Elections Administration/ HAVA Administrator
Elections Division
DATE: August 2, 2012
SUBJECT Temporary Polling Place Improvements for Accessibility Request Response

Your request for approval of temporary polling place accessibility improvement expenditures has been received by our office. Based on your request your county has been approved for the reimbursement amount of \$3,616 00

Please make your purchases and submit them for reimbursement along with the "ACCESS Grant Application for Polling Place Improvements" (including all forms) to us as soon as possible or by September 1, 2012. You should receive a check from our office no later than September 28, 2012.

If you have any questions please call me at 601-359-6582

FILED Clay
County

AUG 06 2012

Rose D. Hosmann


NO _____

**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE
ACCESS EASEMENT WITH MIDSOUTH NUTRIENT GROUP, LLC**

There came on this day for consideration the matter of authorizing the President to execute the Access Easement with MidSouth Nutrient Group, LLC

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to approve and authorize the President to execute the Access Easement with MidSouth Nutrient Group, LLC as attached hereto as Exhibit A

SO ORDERED this the 17th day of July, 2012


President

GRANTOR:

Clay County, Mississippi
 P.O. Box 815
 West Point, MS 39773
 662-494-1324

GRANTEE:

MidSouth Nutrient Group, LLC
 11018 Old Highway 50
 West Point, MS 39773
 662-494-3754

INDEXING INSTRUCTIONS:

**THIS INSTRUMENT WAS PREPARED BY, AND,
 AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC
 P O Box 7520
 Columbus, MS 39705
 ATTN Gordon Flowers, MSB #5378

ACCESS EASEMENT

In consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Clay County, Mississippi ("Grantor"), does hereby grant, bargain, sell, convey and specially warrant unto MidSouth Nutrient Group, LLC, a Mississippi limited liability company ("Grantee"), its successors, assigns, tenants, licensees, invitees and contractors, a permanent, perpetual, non-exclusive easement for purposes of ingress and egress over and across the Grantor's land, which easement is described on Exhibit A attached hereto and incorporated by reference

Grantee, its successors and assigns, shall have the continuing right, exercisable at any time, and from time to time, to keep the easement clear of all natural or manmade obstructions that may interfere with the exercise of any rights granted in this easement.

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors and assigns

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WITNESS THE SIGNATURE of the undersigned as of the 17th day of July, 2012

ATTEST

Amy G Berry
Amy G Berry, Clerk
Clay County Board of Supervisors

Clay County, Mississippi

By Luke Lumsden
Name Luke Lumsden
Its President

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of July, 2012, within my jurisdiction, the within named Luke Lumsden, who acknowledged that he is President of the Clay County Board of Supervisors, and that for and on behalf of and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do

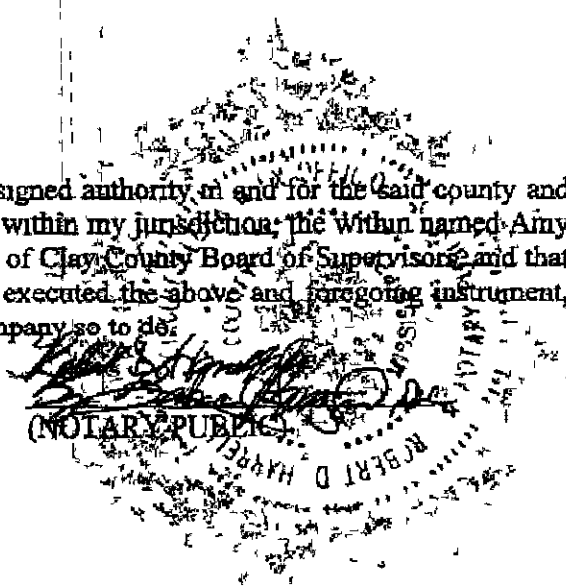
Robert D. Hurrell, Jr.
Notary Public
(NOTARY PUBLIC)

My commission expires

Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan. 4, 2016

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of July, 2012, within my jurisdiction, the within named Amy G Berry, who acknowledged that she is the Clerk of Clay County Board of Supervisors and that for and on behalf of and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.



My commission expires

Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan 4, 2016

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EXHIBIT A

COMMENCING at the Southwest corner of Section 30 Township 17 South Range 8 East Clay County, Mississippi run East a distance of 4534 96 feet, thence North a distance of 3694 47 feet thence North 31 degrees 58 minutes 04 seconds West a distance of 316 65 feet to an iron pin set, thence North 42 degrees 31 minutes 34 seconds West a distance of 468 97 feet to a nail set in asphalt of Old Highway 50, thence North 67 degrees 25 minutes 07 seconds East a distance of 199 98 feet to a nail set in asphalt of Old Highway 50, thence North 64 degrees 32 minutes 49 seconds East, a distance of 100 07 feet to a nail set in asphalt of Old Highway 50, thence North 63 degrees 37 minutes 24 seconds East a distance of 253 99 feet to a nail set in asphalt of Old Highway 50 and being the POINT OF BEGINNING of the easement herein described From said POINT OF BEGINNING run North 63 degrees 37 minutes 24 seconds East, a distance of 114 20 feet thence South 78 degrees 37 minutes 52 seconds East a distance of 130 79 feet, thence North 63 degrees 38 minutes 21 seconds East a distance of 66 74 feet thence South 25 degrees 54 minutes 08 seconds East a distance of 30 00 feet, thence South 63 degrees 38 minutes 21 seconds West, a distance of 66 50 feet to the point of curve of a non tangent curve to the right of which the radius point lies North 24 degrees 22 minutes 50 seconds West a radial distance of 147 28 feet thence westerly along the arc through a central angle of 34 degrees 46 minutes 34 seconds a distance of 89 39 feet thence North 81 degrees 44 minutes 35 seconds West a distance of 49 54 feet to the point of curve of a non tangent curve to the left of which the radius point lies South 06 degrees 50 minutes 14 seconds West a radial distance of 349 42 feet thence westerly along the arc through a central angle of 16 degrees 59 minutes 55 seconds, a distance of 103 67 feet, thence North 26 degrees 22 minutes 36 seconds West, a distance of 9 52 feet to the POINT OF BEGINNING Containing 0 27 acres

This conveyance is made SUBJECT TO (1) Any prior reservations of oil gas and other minerals and any oil, gas or other mineral leases on subject property, (2) all rights of way easements affecting subject property, (3) any zoning ordinances or restrictions affecting subject property and (4) the terms and conditions found in the Quitclaim Deed from the United States of America to Clay County, Mississippi, filed of record in Deed Record 276 at page 66 of the land records of Clay County, Mississippi

By acceptance of this conveyance the Grantee accepts the above described property subject to all environmental conditions as described in "Environmental Condition of Property for the Transfer of Part of Tract 501, Clay County Port by the United States Corps of Engineers to Clay County, Mississippi" dated May 2011

This conveyance is executed pursuant to approval thereof by resolution duly adopted by the Clay County Board of Supervisors at its meeting held on July 17 2012

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THE STATE OF MISSISSIPPI

County of Clay

I, Amy G. Berry, Clerk of the Chancery Court in and for said County and State do hereby certify that the within Instrument was filed in this office for the record on the 17 day of July, 2012, at 11:11 o'clock A M and the same was duly recorded in Deed Record 276 Page 632, on this 17 day of July, 2012. Given under my hand and seal of office at West Point, Mississippi

By Amy G. Berry D.C.
AMY G. BERRY, Chancery Clerk

NO _____

**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE LEASE
PURCHASE AGREEMENT AND CANCELLATION AGREEMENT WITH TOM SOYA
GRAIN COMPANY d/b/a T S G STEVEDORES**

There came on this day for consideration the matter of authorizing the President to execute the Lease Purchase Agreement and Cancellation Agreement with Tom Soya Grain Company d/b/a T S G Stevedores

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to approve and authorize the President to execute the Lease Purchase Agreement and Cancellation Agreement with Tom Soya Grain Company d/b/a T S G Stevedores as attached hereto as Exhibit A

SO ORDERED this the 17th day of July, 2012



President

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this "Lease"), dated as of July 1, 2012, is entered into by and between CLAY COUNTY, MISSISSIPPI ("Landlord"), acting by and through its Board of Supervisors, and Tom Soya Grain Company, a Mississippi Corporation, ("Tenant")

INTRODUCTION

A Landlord is the fee simple owner of the land described on Exhibit 1 (together with all rights of way, easements, servitudes, licenses, tenements, hereditments, and appurtenances belonging (the "Site"), and is authorized by Mississippi law to lease and convey the Site to Tenant in accordance with the terms of this Lease,

B Tenant desires to operate a port on the Site for its benefit and for the benefit of others that need to off-load products and materials from the Tenn-Tom Waterway, and those that need to load products and materials for transportation on the Tenn-Tom Waterway, including but not limited to, Babcock & Wilcox of West Point, Mississippi,

C Landlord and Tenant have agreed on the terms and conditions for the leasing of the Site and desire to enter into this Lease to memorialize their mutual understanding.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including economic benefits provided to Landlord, the parties agree as follows

1 Lease Landlord, for and in consideration of the rents herein reserved and of the agreements herein contained on the part of Tenant to be kept, observed and performed, does by these presents, let, lease and demise to Tenant, and Tenant hereby hires and leases from Landlord, the Site, subject only to (i) ad valorem taxes not yet due and payable (to be prorated as of the Commencement Date of this Lease), (ii) those exceptions noted on Exhibit 2 ("Permitted Exceptions"), (iii) any other exceptions consented to or created by Tenant.

2 Term, Title and Use

2.1 The term of this Lease shall commence on July 1, 2012 (the "Commencement Date") and shall end on June 30, 2027 (the "Term")

2.2 Tenant may elect to make additions, improvements, expansions, alterations and other changes on the Site. Tenant shall be entitled to grant temporary and permanent easements, licenses and rights of way in the Site upon consent of Landlord which shall not be unreasonably withheld. At the request of Tenant, Landlord, at no cost to Tenant, will join in any such easement, license or rights-of-way. Landlord agrees that it will, upon the request of the Tenant, take such reasonable action as may be necessary to preserve the rights of the Tenant hereunder, and Landlord further agrees not to take any action or to consent to the taking of any action which would prevent or hinder use and development of the Site for operation of a port. Neither Landlord nor Tenant will enter into any agreement other than this

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Lease affecting the Site without prior written consent of the other which may be withheld at the discretion of the party whose consent is requested

3 Rent 3.1 The rentals as contracted for in this Lease have been calculated in a manner to reimburse to Landlord the agreed value of Landlord's interest in the Site during the Term. On the first day of July, 2012, and on the first day of July for each succeeding year during the Term, annual rental ("Rent") in the amount of \$15,450.93 will be due and payable in advance. Rent is payable at the office of the Landlord first above set forth or at such other place of which Landlord shall have given Tenant written notice at least thirty (30) days in advance.

3.2 Tenant shall pay the Landlord for use of the wharf, paved loading and storage area and related equipment, site and facilities, fifteen cents (\$ 15) per ton ("Additional Consideration") for both inbound and outbound cargo handled by Tenant, payable monthly. Additional Consideration shall be due and payable for the entire Term even if prepayment, sale, assignment, or subletting should occur and the obligation to pay Additional Consideration shall be binding on any successors.

4 Real Estate Taxes During the term of this Lease, Tenant will pay all real estate taxes and assessments, both general and special, if any, which shall become due and payable on the Tenant's interest. If any such tax or assessment may, at the option of the taxpayer, be paid in installments, Tenant may exercise the option to pay the same in installments. If Tenant shall elect to pay any such tax or assessment on an installment basis, then Tenant will pay only those installments which become due and payable during the term of this Lease.

Tenant, at its expense, shall have the right to contest or review by legal, administrative or other proceedings the amount or validity of any such tax or assessment imposed against the Site. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees or orders made in any such proceedings. In the event of any reduction, cancellation or discharge of such taxes or assessments as a result of such proceedings, and if Tenant has not already paid same, then Tenant will do so forthwith as they are finally levied, assessed or imposed. If there shall be any refund payable by the governmental authority with respect thereto, Tenant shall be entitled to receive and retain same.

Nothing contained shall prevent Tenant from obtaining any available tax exemptions.

5 Utilities Tenant will pay all customary and reasonable charges for sewer usage or rental, refuse removal, and utilities, including gas, water and electricity, consumed on the Site during the term of this Lease as same shall become due and payable.

6 Insurance

6.1 Tenant shall be obligated, at its sole cost and expense, to maintain and/or cause to be maintained, in full force and effect, comprehensive general liability insurance covering Tenant's operations at the Site, listing Landlord as an additional insured. The amount of coverage shall be no less than One Million Dollars combined single limit. Tenant may, at its option, provide a blanket liability policy. Upon the request of Landlord, Tenant shall deliver to Landlord a certificate from each insurance carrier as to each such insurance policy. Landlord

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does not, by requiring inclusion as an additional insured, waive any provision of sovereign immunity available to Landlord

6.2 Tenant shall be obligated, at its sole cost and expense, to maintain and/or cause to be maintained, in full force and effect, fire and casualty insurance with replacement cost endorsement in Tenant's operations at the Site in an amount equal to the full replacement value of the improvements now existing or to be constructed on the Site, adjusted annually on the basis of any increase in the original agreed value. Such policy shall list Landlord as an additional insured. Upon the request of Landlord, Tenant shall deliver to Landlord a certificate from each insurance carrier as to each such insurance policy. Landlord does not, by requiring inclusion as an additional insured, waive any provision of sovereign immunity available to Landlord.

6.3 All policies of insurance required under this Agreement shall be placed with a company or companies qualified to do business in the State of Mississippi, and a certificate or certificates of coverage for such insurance shall be furnished to Landlord each year by Tenant promptly upon Landlord's written request.

6.4 Tenant agrees to indemnify and does hereby indemnify and hold Landlord harmless with respect to any liability related to the Site incurred by Landlord (including costs of defense) except for such liability resulting from the negligence or willful misconduct of Landlord, its employees, contractors, agents or assigns.

7 Compliance with Laws and Ordinances To the best of Landlord's knowledge, the Site is in compliance with all applicable federal, state and local laws, rules, ordinances and regulations. Landlord has received no notice that the Site is not in compliance with all applicable federal, state and local laws, rules, ordinances and regulations. Tenant, at its expense, will comply in all material respects with all material federal, state, county and city laws, ordinances and regulations of any duly constituted authority affecting the Site. Tenant, at its expense, shall have the right to contest or review by legal, administrative or other proceedings the validity of any such law, ordinance and regulation, or the application thereof. During such proceedings, compliance with any such law, ordinance or regulation may be deferred by Tenant without creating a default or event of default hereunder. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees or orders made in any such proceedings.

8 Landlord's Access to Site Landlord will have access to the Site, at its own risk and expense, at any and all reasonable times during the term of this Lease for the purpose of examining and inspecting same upon reasonable prior notice and subject to Tenant's designation of certain areas as private due to the nature of the activities conducted therein. Landlord shall be liable for any damages caused by Landlord, its employees, contractors or agents during any inspection and shall immediately repair any damage incurred. Tenant reserves the right to require that any inspector appointed by Landlord be accompanied by a representative of Tenant.

9 Assignment and Subletting Tenant, without the consent of Landlord, at any time and from time to time during the term of this Lease, shall have the right to assign this Lease, and its rights hereunder, and to sublet all or any part of the Site or any portion thereof to a subsidiary or affiliate of Tenant, Tenant's parent company, or to any entity controlled by or under common

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control with Tenant (foreign or domestic, existing or future) (herein, a "Permitted Transferee") Tenant may assign during the term of this Lease, its rights hereunder and may sublet all or any part of the Site or any portion thereof to one or more entities other than Permitted Transferees only with the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord agrees not to withhold consent to sublease to an entity which provides a necessary service to the operation of the Site. In the event this Lease shall be assigned or sublet by Tenant, in whole or in part, then all liabilities and obligations on the part of Tenant shall continue and nothing contained herein shall be construed to release Tenant from any liability or obligation under the terms of this Lease.

10 Performance by Assignees, Subtenants and Occupancy Tenants Landlord shall accept performance by any transferee (be it an assignee, subtenant, occupant) of any of the terms and provisions of this Lease required to be performed by Tenant with the same force and effect as though performed by Tenant and such transferee shall be deemed to be the Tenant for all purposes of this Lease. For the purposes of this Section 10, the term "transferee" shall be deemed to include any purchaser at foreclosure or party acquiring in lieu of foreclosure.

11 Events of Default/Remedy

11.1 Landlord and Tenant agree that a default or event of default ("Event of Default") shall occur if Tenant shall default in any of the covenants or agreements herein contained to be kept, observed and performed by Tenant and such default shall continue for sixty (60) days after receipt of notice thereof in writing to Tenant, provided, however, that if such default is of a nature that it cannot be reasonably cured within such 60-day period, then Tenant shall have such time as is reasonably required to cure such default. Landlord and Tenant agree that a monetary default is capable of being cured within the aforesaid 60-day cure period.

11.2 In the event either party defaults in any of its covenants, agreements or obligations, and the applicable cure period has expired, the non-defaulting party may bring an action at law or in equity for enforcement and Landlord shall be entitled to terminate this Lease if default is not cured. If the non-defaulting party elects to cure any Event of Default, such party may cure the Event of Default without waiving any of its rights, prior to bringing such action thereafter. In the event any action is commenced for enforcement of an Event of Default with respect to any provision of this Lease, the defaulting party shall bear all costs of enforcement, including the attorney fees and related costs incurred by the non-defaulting party.

12 Tenant's Right to Mortgage In addition to the rights of assignment and subletting under Section 9 of this Lease, Tenant may at any time and from time to time (and as many times as it desires) mortgage, hypothecate or pledge the interest of Tenant in and to this Lease, the Site, together with Tenant's right, title and interest in any and all subleases and in and to all rents due or to become due thereunder, either individually or any combination thereof, to one or more lenders pursuant to a mortgage, deed of trust, security agreement, assignment, capital lease, sale/leaseback, financing statement or other instrument or financing device (herein called a "Leasehold Mortgage", and the holder of any such Leasehold Mortgage, whether or not the same is recorded of record and regardless of lien status, is herein called a "Lender").

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13 Right to Mortgage or Sell Landlord shall not have the right to place a mortgage or other lien on the Landlord's interest in the Site or this Lease or sell the same at any time during the term of this Lease without the prior written consent of Tenant and of any Lender. If Landlord violates the provisions of this section, such sale, mortgage or lien shall be deemed null and void. Any assignment or encumbrance by Landlord shall not alter the terms of this Lease, including the obligations of Landlord and the rights of Tenant.

14 Landlord's and Tenant's Certificates Landlord and Tenant, on written request from each other, shall execute and deliver to the other party, without charge, a certificate certifying whether or not this Lease is in full force and effect, and whether it has been modified (or if there have been modifications, stating them), and whether or not the party executing the certificate knows of any default, breach or violation by the other party under any of the terms of this Lease, and such other matters as may reasonably be requested. The certificate shall be provided within thirty (30) days after receipt of a written request.

15 Quiet Enjoyment Landlord warrants to Tenant that Landlord has good and marketable fee simple title to the Site, subject to Permitted Exceptions, but not to any exceptions which would interfere with Tenant's development and operation of the Site. Landlord further warrants that (i) the Site is not zoned and Landlord agrees that Landlord will take no action to restrict Tenant's use of the Site as a port facility, and (ii) other than Permitted Exceptions, there are no federal, state or local laws, rules or regulations applicable to the Site which would prohibit Tenant's development and operation of the Site. Landlord agrees that, so long as no Event of Default exists under the terms of this Lease beyond any applicable cure period, Tenant's quiet and peaceful enjoyment of the Site shall not be disturbed or interfered with by Landlord, or by any person or party claiming by, through or under Landlord. In the event Landlord does not own all oil, gas and other minerals in the Site, Landlord further agrees to exercise its best efforts to cause the appropriate entity or agency to regulate drilling, mining or other means of exploration, development and production of oil, gas and other minerals in such a manner that the surface of the Site remains undisturbed and any subsurface activity is conducted in a manner that the bearing capacity and integrity of the subsurface remains the same as of the Commencement Date of this Lease.

16 Option to Purchase

16.1 Tenant shall have the option to purchase the Site (the "Option") at any time prior to or within sixty (60) days following expiration of the Term by delivery to Landlord of a written notice of exercise of Option and payment to Landlord of the sum of any Rent due through the end of the Term, which has not been paid as of the date of exercise of the Option, and the sum of One Hundred and no/100 Dollars (\$100.00).

16.2 Landlord acknowledges that upon receipt in full of the Rent due through the end of the term and Tenant's written notice of exercise of the Option, Landlord will be obligated to convey the Site to Tenant. Tenant shall take fee title to the Site immediately upon delivery of written notice of exercise of the Option and payment of all amounts due.

16.3 Landlord shall convey the Site to Tenant immediately upon receipt of Tenant's written notice of exercise of the Option and Rent due through the end of the Term, free

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of the rights of any party other than Tenant or anyone claiming by, through or under Tenant, and subject only to Permitted Exceptions Landlord shall convey the Site to Tenant or Tenant's nominee by special warranty deed, subject to Tenant's reasonable advance approval of such deed The Tenant may purchase the Site following the occurrence of an Event of Default and notwithstanding the existence of such Event of Default upon payment of all Rent due for the initial ten year term of this Lease

17 Recording of Lease Upon the execution hereof, Tenant may record this Lease or a memorandum hereof (which Landlord agrees to execute) in the office of the Chancery Clerk of Clay County, Mississippi

18 Inability to Perform Anything in this Lease to the contrary notwithstanding, Tenant's inability to fulfill any of Tenant's agreements and undertakings under this Lease other than the payment of Rent shall not be considered an Event of Default if Tenant is prevented or delayed from so doing by reason of strikes, labor troubles, lockouts, riots, civil commotions, acts of God, governmental restrictions, unavailability of services or materials or any other cause beyond the reasonable control of Tenant

19 Notices Any notice, demand or other communication required to be given or to be served upon any party hereunder, shall be void and of no effect unless given in accordance with the provisions of this Section All notices, demands or other communications must be in writing and may be given by mail, expedited delivery service, electronic mail or by telecopier as set forth below Notices, demands or other communications delivered by certified or registered mail, return receipt requested, shall be deemed given and received on the third business day after they are deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper, addressed properly, with proper postage affixed Any notice, demand or other communication given otherwise than by certified or registered mail, return receipt requested, shall be deemed to have been given and received when telecopied to the below stated telecopier, sent by electronic mail to the below named person or position, or delivered to the below stated address of the party to whom it is addressed or refused by such party All notices, demands and other communications shall be given to the parties hereto at the addresses following their signatures below Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices hereunder five (5) days' advance written notice of such change of address

If to Landlord Clay County, Mississippi
P O Box 815
West Point, MS 39773
662-494-3124 (phone)
662-492-4059 (fax)
aberry@claycounty.ms.gov

With a copy to Clay County Chancery Clerk
P O Box 815
West Point, MS 39773

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662-494-3124 (phone)
662-492-4059 (fax)
aberry@claycounty.ms.gov

If to Tenant Tom Soya Grain Company
11018 Old Highway 50
West Point, MS 39773
662-494-3754 (phone)

With a copy to J Gordon Flowers
Brunini Law Firm
P O Box 7520
Columbus, MS 39705
662-240-9744 (phone)
662-240-4127 (fax)
gflowers@brunini.com

20 Miscellaneous

20 1 All agreements, terms, provisions and conditions in this Lease shall extend and inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto

20 2 The captions of this Lease are for convenience only, and are not to be construed as a part of this Lease, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof

20 3 If any term or provision of this Lease shall be to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law, provided, that notwithstanding any finding of invalidity with respect to any portion of this Lease, the Tenant shall have the option to purchase the Site as provided in Section 18

20 4 This Lease shall be construed and enforced in accordance with the laws of the State of Mississippi

20 5 This Lease represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements

20 6 This Lease may be executed in multiple counterparts or in counterpart originals, each of which taken together shall constitute one and the same instrument

20 7 Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision

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contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship other than Landlord and Tenant

20 8 Any waiver given by either party with respect to performance by the other party of any provision of this Lease shall be construed only as a waiver of the particular provision in question and only then with respect to the particular failure to comply, and such waiver shall not be construed as a waiver of any separate failure to comply or of any other provisions of this Lease

20 9 Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender

20 10 The individuals executing this instrument on behalf of Landlord and Tenant, respectively, represent that each has been duly authorized so to do by appropriate action taken by Landlord or Tenant, as the case may be

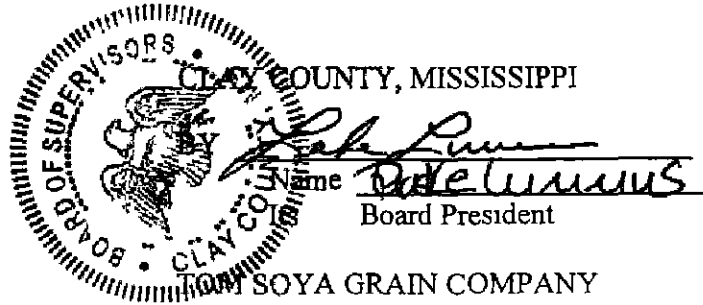
20 11 Landlord represents to Tenant that Landlord has not associated with any broker or other representative to whom a commission or fee would be payable as a result of the execution of this Lease by Landlord or Tenant Tenant represents to Tenant that Tenant has not associated any broker or other representative to whom a commission or fee would be payable as a result of the execution of this Lease by Landlord or Tenant Each party agrees to hold the other harmless from any claim for a fee, commission or other payment as a result of this Lease

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the date first above written with actual execution on the dates set forth in the respective acknowledgments below

ATTEST

Ray D. Berry

Chairman, Clerk
Clerk of the Board



BY *J. D. Bryan*

James D Bryan
Its Chief Executive Officer

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STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid Luke Lummus, in his capacity as President of the Board of Supervisors of Clay County, Mississippi who acknowledged that he executed and delivered the above and foregoing Lease Purchase Agreement on the day and year therein written for and on behalf of and as the act of Clay County, Mississippi, after being duly authorized so to do

This the 17th day of July, 2012

Robert D. Harvey, Jr.
By: Susan Plukette, Jr.
(NOTARY PUBLIC)

My commission expires Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan. 4, 2016

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, Amy G Berry, in her capacity as Clerk of the Board of Supervisors of Clay County, Mississippi, who acknowledged that she executed and delivered the above and foregoing Lease Purchase Agreement on the day and year therein written for and on behalf of and as the act of Clay County, Mississippi after being duly authorized so to do

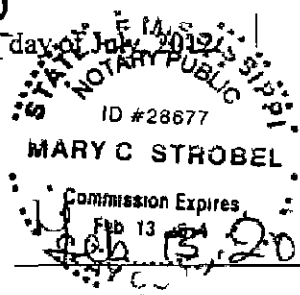
Robert D. Harvey Jr.
By: Susan Plukette, Jr.
(NOTARY PUBLIC)

My commission expires Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan 4, 2016

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid James D Bryan in his capacity as Chief Executive Officer of Tom Soya Grain Company , who acknowledged that he executed and delivered the above and foregoing Lease Purchase Agreement on the day and year therein written for and on behalf of and as the act of said corporation, after being duly authorized so to do

This the 19th day of July, 2012



Mary C Strobel
(NOTARY PUBLIC)

My commission expires

675

EXHIBIT 1

COMMENCING at the Southwest corner of Section 30, Township 17 South, Range 8 East, Clay County, Mississippi run East a distance of 4534 96 feet thence North a distance of 3694 47 feet thence North 31 degrees 58 minutes 04 seconds West a distance of 316 65 feet to an iron pin set thence North 42 degrees 31 minutes 34 seconds West, a distance of 468 97 feet to a nail set in asphalt of Old Highway 50 thence North 67 degrees 25 minutes 07 seconds East a distance of 199 98 feet to a nail set in asphalt of Old Highway 50, thence North 64 degrees 32 minutes 49 seconds East a distance of 100 07 feet to a nail set in asphalt of Old Highway 50 thence North 63 degrees 37 minutes 24 seconds East, a distance of 253 99 feet to a nail set in asphalt of Old Highway 50 and being the POINT OF BEGINNING From said POINT OF BEGINNING run North 63 degrees 37 minutes 24 seconds East, a distance of 114 20 feet to a nail set in asphalt of Old Highway 50, thence continue northeasterly along said line, a distance of 170 83 feet to a nail set in asphalt of Old Highway 50, thence continue northeasterly along said line a distance of 238 25 feet to a nail set in asphalt of Old Highway 50, thence North 63 degrees 37 minutes 24 seconds East, a distance of 177 00 feet, thence South 26 degrees 09 minutes 38 seconds East a distance of 101 38 feet, thence South 35 degrees 30 minutes 53 seconds East a distance of 108 27 feet thence South 63 degrees 15 minutes 58 seconds West a distance of 433 82 feet to an iron pin set; thence North 25 degrees 54 minutes 08 seconds West, a distance of 100 90 feet to an iron pin set, thence South 63 degrees 38 minutes 21 seconds West, a distance of 66 50 feet to an iron pin set and to the point of curve of a non tangent curve to the right, of which the radius point lies North 24 degrees 22 minutes 50 seconds West a radial distance of 147 28 feet, thence westerly along the arc, through a central angle of 34 degrees 46 minutes 34 seconds, a distance of 89 39 feet; thence North 81 degrees 44 minutes 35 seconds West, a distance of 49 54 feet to an iron pin set and to the point of curve of a non tangent curve to the left of which the radius point lies South 06 degrees 50 minutes 14 seconds West a radial distance of 349 42 feet, thence westerly along the arc, through a central angle of 16 degrees 59 minutes 55 seconds, a distance of 103 67 feet to an iron pin set, thence North 26 degrees 22 minutes 36 seconds West, a distance of 9 52 feet to the POINT OF BEGINNING Containing 2 51 acres

SUBJECT TO A PERMANENT, PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS COMMENCING at the Southwest corner of Section 30 Township 17 South, Range 8 East, Clay County, Mississippi run East a distance of 4534 96 feet, thence North a distance of 3694 47 feet thence North 31 degrees 58 minutes 04 seconds West, a distance of 316 65 feet to an iron pin set, thence North 42 degrees 31 minutes 34 seconds West a distance of 468 97 feet to a nail set in asphalt of Old Highway 50, thence North 67 degrees 25 minutes 07 seconds East, a distance of 199 98 feet to a nail set in asphalt of Old Highway 50 thence North 64 degrees 32 minutes 49 seconds East a distance of 100 07 feet to a nail set in asphalt of Old Highway 50, thence North 63 degrees 37 minutes 24 seconds East, a distance of 253 99 feet to a nail set in asphalt of Old Highway 50 and being the POINT OF BEGINNING of the easement herein described From said POINT OF BEGINNING run North 63 degrees 37 minutes 24 seconds East, a distance of 114 20 feet, thence South 78 degrees 37 minutes 52 seconds East, a distance of 130 79 feet, thence North 63 degrees 38 minutes 21 seconds East a distance of 66 74 feet, thence South 25 degrees 54 minutes 08 seconds East, a distance of 30 00 feet, thence South 63 degrees 38 minutes 21 seconds West, a distance of 66 50 feet to the point of curve of a non tangent curve to the right of which the radius point lies North 24 degrees 22 minutes 50 seconds West, a radial distance of 147 28 feet, thence westerly along the arc, through a central angle of 34 degrees 46 minutes 34 seconds a

{C0086174}

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distance of 89 39 feet, thence North 81 degrees 44 minutes 35 seconds West a distance of 49 54 feet to the point of curve of a non tangent curve to the left, of which the radius point lies South 06 degrees 50 minutes 14 seconds West a radial distance of 349 42 feet, thence westerly along the arc, through a central angle of 16 degrees 59 minutes 55 seconds a distance of 103 67 feet thence North 26 degrees 22 minutes 36 seconds West, a distance of 9 52 feet to the POINT OF BEGINNING Containing 0 27 acres

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EXHIBIT 2

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All those reservations, restrictions and conditions that are contained in the Quitclaim Deed attached as Exhibit A

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{C0086174}

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Exhibit 2-A

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THIS INSTRUMENT PREPARED BY

**James A. Wagoner, III
Assistant District Counsel
U S Army Corps of Engineers
P O Box 2288
Mobile, Alabama 36628-0001
251-690-3295**

STATE OF MISSISSIPPI

COLUMBUS LOCK AND DAM

COUNTY OF CLAY

**TENNESSEE-TOMBIGBEE
WATERWAY**

QUITCLAIM DEED

THIS QUITCLAIM, between the UNITED STATES OF AMERICA

(Hereinafter the "Grantor"), acting by and through the Chief of Real Estate, South Atlantic Division, under a delegation of authority from the Secretary of the Army, pursuant to Section 301 of Public Law 106-541 (114 Stat. 2673), and the CLAY COUNTY, MISSISSIPPI (hereinafter the GRANTEE")

WHEREAS, it has been determined (1) that the development of public port and industrial facilities on the hereinafter described land within the Tennessee-Tombigbee Waterway Project a water resource development project under the jurisdiction of the Department of the Army (hereinafter referred to as the "Waterway Project") will be in the public interest, (2) that such development will not interfere with the operation and maintenance of the Waterway Project; and (3) that disposition of such land for this purpose will serve the objectives of the

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Waterway Project

NOW THEREFORE, the GRANTOR, for and in consideration of **TWO HUNDRED THREE THOUSAND AND NO/100 DOLLARS (\$203,000 00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby **REMISE, RELEASE, AND FOREVER QUITCLAIM** unto the GRANTEE, its successors and assigns, for uses consistent with Section 301 of Public Law 106-541 cited above, all right, title, and interest in the property situated, lying and being in Clay County, Mississippi, being 20 28 acres more or less and more particularly described as follows

All that tract or parcel of land lying and being in Fractional Section 30, Township 17 South, Range 8 East, Chickasaw Meridian, Clay County, Mississippi, more particularly described as follows

Commencing at a concrete monument stamped "C-WF-5" which is 3,321 89 feet North of the South line and 3,488 89 feet East of the line of said Section 30 at a corner of a tract of land owned by the United States of America at Columbus Lake, Tennessee-Tombigbee Waterway and at plane coordinate position North 1,420,870 49 feet and East 601,893 43 feet, based on Transverse Mercator Projection, Mississippi East Zone,

Thence Due North along the boundary of said United States tract a distance of 201 9 feet;

Thence N 80° 44' E a distance of 1,059 9 feet to the **POINT OF BEGINNING**,

Thence N 31° 58' W a distance of 316 65 feet,

Thence N 42° 32' W a distance of 468 97 feet, more or less, to a point in the center of Old Mississippi State Highway No 50

Thence along the centerline of said old highway the following bearings and distances

N 67° 25' E a distance of 199 98 feet,

N 64° 33' E a distance of 100 07 feet;

N 63° 37' E a distance of 954 27 feet, more or less, to point in the centerline of the Old Highway 50 Bridge and the west branch of the Tombigbee River

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Thence downstream along the meanders of the west bank of said river the following bearing and distances

S 26° 10' E a distance of 101.38 feet;

S 35° 31' E a distance of 108.27 feet;

S 12° 18' E a distance of 37.71 feet;

Thence along the west bank of the Tennessee-Tombigbee Waterway the following bearings and distances.

S 27° 42' W a distance of 34.56 feet;

S 11° 26' W a distance of 170.84 feet,

S 01° 28' E a distance of 162.81 feet;

S 07° 16' W a distance of 182.97 feet;

S 01° 48' E a distance of 112.34 feet,

S 05° 26' W a distance of 347.54 feet;

Thence N 62° 05' W a distance of 272.15 feet;

Thence S 80° 44' W a distance of 427.73 feet, more or less, to the point of beginning

Containing 20.28 acres, more or less, and being a part of Tract 501 of the Columbus Lock and Dam, Tennessee-Tombigbee Waterway Project as described in Civil Action No. EC80-4-LS-O (MF 33-25-361-48(1)), filed 7 January 1980 in the United States District Court for the Northern District of Mississippi, Eastern Division

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements including but not limited to rights-of-way for railroads, highways, pipelines and public utilities if any whether or public record or not

TO HAVE AND TO HOLD the property granted herein to the GRANTEE, and its Successors and assigns, together with all and singular, the appurtenances thereunto belonging or

in anywise appertaining, and all the estate right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, exceptions, reservations, covenants and conditions herein contained.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the GRANTOR and other interested parties as allowed by federal, state or local law that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth herein are a binding servitude on the Property herem conveyed and shall be deemed to run with the land in perpetuity and that the failure to include the NOTICES, USE RESTRICTIONS AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns

1 RESTRICTIONS PURSUANT TO MEMORANDUM OF AGREEMENT

Those certain responsibilities, use restrictions, and restrictive covenants documented and agreed upon in a Memorandum of Agreement dated April 1987 between the Advisory Council On Historic Preservation, the Corps of Engineers, the Mississippi State Historic Preservation Officer, and the Clay County Board of Supervisors, attached hereto as Exhibit "A" and incorporated herein by Reference

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2 CERCLA COVENANT

Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U S C §9620(h)(4)(D)(i)), the GRANTOR warrants that any response action or corrective action found to be necessary after the date of this deed for hazardous substances existing on the property prior to the date of this deed shall be conducted by the GRANTOR. This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, GRANTEE shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the property on the date of this instrument, provided that GRANTEE has not caused or contributed to a release of such hazardous substance or petroleum product or its derivatives.

3 RIGHT OF ACCESS

A Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U S C §9620(h)(4)(D)(ii)), the GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the GRANTOR, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and

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right access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

B In exercising such easement and right of access, the GRANTOR shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this Covenant, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means, but without significant additional costs to the GRANTOR, to avoid and to minimize interference with the GRANTEE'S and the GRANTEE'S successors and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

C In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the GRANTOR or any officer, employee, agent, contractor of any tier, or servant of the GRANTOR based on actions taken by the GRANTOR or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this covenant. In addition, the GRANTEE its successors and assigns shall not interfere with any response action or corrective action conducted by the GRANTOR on the Property.

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4 "AS-IS"

A The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the property and accepts the condition and state of repair of the subject property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B No warranties, either expressed or implied, are given with regard to the condition of the Property including without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered will not constitute grounds for any claim or demand against the GRANTOR.

C Nothing in this "AS IS" provision will be construed to modify or negate the GRANTOR'S obligation under the CERCLA Covenant or any other statutory obligations.

5 HOLD HARMLESS

A To the extent authorized by law the GRANTEE, its successors and assigns covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE

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COVENANTS in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance

B The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property

C Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR'S obligation under the CERCLA Covenant or any other statutory obligations.

6 POST-TRANSFER DISCOVERY OF CONTAMINATION

A If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, GRANTEE, its successors or assigns shall be responsible for such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR'S activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR'S activities, use or ownership of the property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B GRANTEE its successors and assigns, as consideration for the conveyance of the Property, agree to release GRANTOR from any liability or responsibility for any claims arising

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solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR'S responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR'S indemnification obligations under applicable laws.

7 **FLOODPLAIN** – This Property is located within the 100 year floodplain as established by the National Flood Insurance Program (NFIP) and is within the purview of Executive Order 11988. Any development resulting from this action should conform to regulations adopted by the local community through their participation in the NFIP.

8 **FLOODWAY** – The Property is located in a regulatory floodway. Regulations prohibit any encroachments, fill, or obstruction to flow in the floodway unless appropriate hydrologic and hydraulic analyses are provided that justify that these proposed actions will not increase flood levels. Encroachments are activities or construction within the floodway including fill, new construction, substantial improvements, and other developments. Regulatory permits must be obtained prior to commencement of any new construction.

9 **ANTI-DEFICIENCY ACT** – The GRANTOR'S obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

10 **NO WAIVER** – The failure of the GRANTOR to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or

reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations, but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

This conveyance is not subject to Title 10, U S Code, Section 2662

IN WITNESS WHEREOF, The United States of America has caused these presents to be executed in its name by authority of the Secretary of the Army this 26 day of

April, 2012

UNITED STATES OF AMERICA

By William P Thompson
WILLIAM P. THOMPSON
South Atlantic Division
Chief of Real Estate
Real Estate Contracting Officer

STATE OF GEORGIA
COUNTY OF FULTON

ACKNOWLEDGMENT

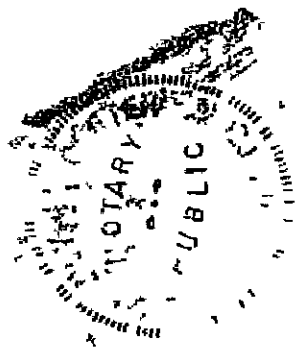
I, Nancy W Carter, a Notary Public in and for said County, in said State, hereby certify that WILLIAM P. THOMPSON, South Atlantic Division, Chief of Real Estate, Real Estate Contracting Office, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance and being fully authorized to do so, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 26th day of April, 2012

(SEAL)

NANCY W CARTER NOTARY PUBLIC Cherokee County State of Georgia My Comm Expires March 2 2014
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Nancy W. Carter
NOTARY PUBLIC
My Commission expires.



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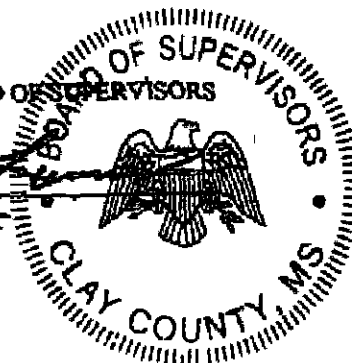
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ACCEPTANCE BY GRANTEE

The Clay County Board of Supervisors, GRANTEE hereby accepts this Quitclaim Deed for itself its successors and assigns, subject to all of the conditions reservations, restrictions and terms contained herein this 26th day of January, 2012

CLAY COUNTY BOARD OF SUPERVISORS

By [Signature]
Title President



STATE OF MISSISSIPPI
COUNTY OF CLAY

ACKNOWLEDGMENT

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State Luvelynus President for the Clay County Board of Supervisors who acknowledged that he signed sealed and delivered the above and foregoing instrument on the day and year therein mentioned for the purpose therein expressed for and on behalf of said Clay County Board of Supervisors after having been first duly and legally authorized to do so

Given under my hand and official seal of office this the 26th day of January, 2012



[Signature]
NOTARY PUBLIC
My Commission Expires
Chancery Clerk & Ex-Officio Notary Public
My Commission Expires Jan 4, 2016

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THE STATE OF MISSISSIPPI
County of Clay

I, Amy G. Berry, Clerk of the Chancery Court in and for said County and State, do hereby certify that the within Instrument was filed in this office for the record on the 19th day of July, 20 12 at 1:40 o'clock P. M and the same was duly recorded in Deed Record 276 Page 667, on this 19th day of July, 20 12

Given under my hand and seal of office at West Point Mississippi

By [Signature] D C
AMY G. BERRY Chancery Clerk

Prepared by
BRUNINI, GRANTHAM GROWER
& HEWES PLLC
Attorneys at Law
Post Office Box 7520
Columbus MS 39701
662-329-8351
Attn J Gordon Flowers
MS Bar # 5378

Return to
BRUNINI, GRANTHAM GROWER
& HEWES PLLC
Attorneys at Law
Post Office Box 7520
Columbus MS 39701
662-329-8351
Attn J Gordon Flowers

INDEXING INSTRUCTIONS

**Part of Fractional Section 30, Township 17 South, Range 8
East, Clay County, Mississippi**

CANCELLATION AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF CLAY

This Cancellation Agreement is made and entered on July 17, 2012
between Clay County, Mississippi ("County") and Tom Soya Grain Company d/b/a T S G
Stevedores ("Operator")

Introduction

A Operator and County entered into an Amended Agreement to Operate Cargo and Port
Facility on April 8, 1993 (the "Agreement") which was extended by the Clay County Board of
Supervisors through a resolution dated August 25, 2010,

B Operator operated the port and terminal facility on property the County leased from
the United States of America in Department of the Army Lease No DACW01-1-90-419

C County has purchased the property previously leased to the County from the United
States of America and has agreed to lease the remainder of such property that it owns to Tom Soya
Grain Company under the terms of Lease Purchase Agreement

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D As a result of the Lease Purchase Agreement, the Agreement (as defined above) is no longer necessary

WITNESSETH

IN CONSIDERATION of Ten Dollars (\$10 00) and other good and valuable consideration, the receipt of which is acknowledged, the parties agree

Cancellation Operator and County agree to and hereby terminate and cancel the Agreement

Executed on the date and year mentioned above

TOM SOYA GRAIN COMPANY D/B/A T S G
STEVEDORES

BY J. D. Bryan
NAME JAMES D BRYAN
ITS CHIEF EXECUTIVE OFFICER

CLAY COUNTY, MISSISSIPPI

BY Luke Luman
NAME Luke Luman
ITS President

ATTEST

Amy G. Berry
AMY G BERRY, CLERK OF THE BOARD

~~STATE OF MISSISSIPPI
COUNTY OF CLAY~~

~~Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, James D Bryan Chief Executive Officer of Tom Soya Grain Company d/b/a T S G Stevedores, who acknowledged that he executed and delivered the above and foregoing Cancellation Agreement on the day and year therein written for and on behalf of and as the act of Tom Soya Grain Company d/b/a T S G Stevedores he being duly authorized so to do~~

~~Given under my hand and seal of office on this the 17th day of July 2012~~

~~[Signature]
(NOTARY PUBLIC)~~

C008529

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Circuit Clerk & Ex Officio Notary Public
My Commission Expires Jan 4 2016

My commission expires _____

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, Mike Lunnis, President of the Board of Supervisors of Clay County Mississippi, who acknowledged that he executed and delivered the above and foregoing Cancellation Agreement on the day and year therein written, for and on behalf of and as the act of Clay County Mississippi, he being duly authorized so to do

Given under my hand and seal of office on this the 17th day of July, 2012

(SEAL)

[Signature]
[Signature]
(NOTARY PUBLIC)

My commission expires _____
Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan 4 2016

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, Amy G Berry Clerk of the Board of Supervisors of Clay County, Mississippi, who acknowledged that she executed and delivered the above and foregoing Cancellation Agreement on the day and year therein written, for and on behalf of and as the act of Clay County, Mississippi, she being duly authorized so to do

Given under my hand and seal of office on this the 17th day of July, 2012

(SEAL)

[Signature]
[Signature]
(NOTARY PUBLIC)

My commission expires _____
Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan 4, 2016

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STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid James D Bryan, in his capacity as Chief Executive Officer of Tom Soya Grain Company, d/b/a T S G Stevedores who acknowledged that he executed and delivered the above and foregoing Cancellation Agreement on the day and year therein written, for and on behalf of and as the act of said corporation after being duly authorized so to do

This the 19th day of July 2012

Mary C Strobel
(NOTARY PUBLIC)

My commission expires Feb 13, 2014
STATE OF MISSISSIPPI
NOTARY PUBLIC
ID #28677
: MARY C STROBEL
Commission Expires
Feb 13 2014
CLAY COUNTY

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THE STATE OF MISSISSIPPI

County of Clay

I, Amy G. Berry, Clerk of the Chancery Court in and for said County and State do hereby certify that the within Instrument was filed in this office for the record on the 19th day of July, 2012, at 1:39 o'clock P. M and the same was duly recorded in Deed Record 276 Page 663, on this 19th day of July, 2012

Given under my hand and seal of office at West Point Mississippi

By Amy G Berry D C
AMY G BERRY, Chancery Clerk

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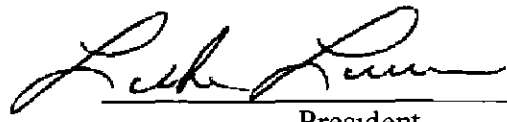
NO _____

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by Floyd McKee and second by Lynn Horton this Board doth vote
unanimously to recess until Thursday, July 26, 2012 at 9 00 a m

SO ORDERED this the 17th day of July, 2012



President

L P

