

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 18th day of August, 2015, at 9 00 a m , and present were Lynn Horton, President, Luke Lummus, and Floyd McKee Also present were Amy G Berry, Chancery Clerk and Clerk to the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

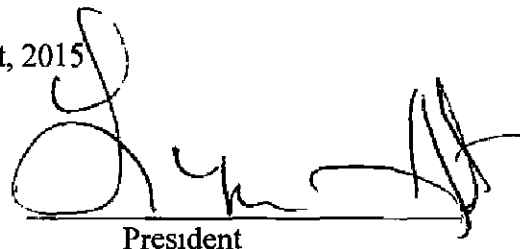
NO _____

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE
BOARD OF SUPERVISORS MEETING HELD ON AUGUST 18, 2015**

There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on August 18, 2015

After motion by Luke Lummus and second by Floyd McKee the Board doth vote unanimously to adopt the agenda as presented

SO ORDERED this the 18th day of August, 2015

A handwritten signature in black ink, appearing to read 'Lynn Horton', written over a horizontal line.

President

NO _____

IN THE MATTER OF ADOPTING THE LAND ROLLS FOR YEAR 2015

There came on this day for consideration the matter of adopting the land rolls for year 2015

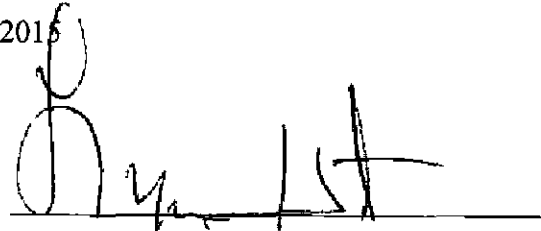
It appears as of the end of the business day Monday, August 3, 2015, this Board had received two objections on the value of their property as attached hereto as Exhibit A, from Leggett and Platt and Point Place Apartments, and

It appears at the Board of Supervisors meeting held Thursday, August 6, 2015, this Board set the hearing date to consider the said objections for Tuesday, August 18, 2015 and

It appears comes now Tuesday, August 18, 2015 and both entities have withdrawn their formal objection to the land roll for year 2015 as evidenced and as attached hereto as Exhibit B

THEREFORE, after motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to authorize and approve the land rolls for year 2015

SO ORDERED this the 18th day of August, 2015

A handwritten signature in black ink, appearing to be 'D. Lummus', written over a horizontal line.

President

Amy Berry

From Amy Berry <aberry@claycounty.ms.gov>
Sent Friday, August 14, 2015 2:49 PM
To Tyki Journey
Cc Paige Lamkin (plamkin@claycounty.ms.gov)
Subject RE: Point Place Apts Property Tax Appeal

Great! Glad everything was settled. I will let this email serve as your formal notification of withdrawal. Thank you!

From Tyki Journey [mailto:tyki@newhorizongroup.com]
Sent Friday, August 14, 2015 2:20 PM
To aberry@claycounty.ms.gov
Cc Louis Journey, George Provias, David Strange, Jerome C. Hafter (3347)
Subject Point Place Apts Property Tax Appeal

Hello
Based upon the revised property value assessment attached valuing Point Place at \$1,300,000 we are ready to withdraw our appeal on behalf of Point Place Partners, LP

Thanks

Tyki Journey

Sent from my iPhone

Begin forwarded message

From Louis Journey <louis@newhorizongroup.com>
Date August 14, 2015 at 1:54:34 PM CDT
To Tyki Journey <tyki@newhorizongroup.com>
Cc David Strange <david@newhorizongroup.com>, George Provias <george@newhorizongroup.com>
Subject Re: Message from KM_454e

Yes

Sent from my iPhone

On Aug 14, 2015, at 1:44 PM, "Tyki Journey" <tyki@newhorizongroup.com> wrote

Want me to remove appeal?

Value has been changed to 1,300,000

Sent from my iPhone

Begin forwarded message

From Paige Lamkin <plamkin@claycounty.ms.gov>
Date August 14, 2015 at 2:08:24 PM CDT
To Tyki Journey <tyki@newhorizongroup.com>

Cc <sand6905@bellsouth.net>
Subject FW Message from KM_454e

Tyki – Attached please find copy showing the agreed value of \$1.3 million. Please feel free to contact me if you have any questions. Thanks,

Paige Lamkin
Clay County Tax Assessor/Collector
P O Box 795
West Point MS 39773
662 494 2724

<SKM_454e15081413390.pdf>

LaFrance Boyd

From LaFrance Boyd <lboyd@claycounty.ms.gov>
Sent Friday, August 07, 2015 9:31 AM
To david.brown07@ey.com
Subject Notice of Public Hearing
Attachments Notice of Public Hearing - Real Property Objections 2015.pdf

Mr. Brown, please find attached a Notice of Public Hearing as it relates to your objection to the Real Property Tax Roll for 2015. When we spoke on yesterday, you indicated that Stephen Breeze in your Atlanta office would be contacting me regarding this matter. However, I have not heard from him. Therefore, I am sending the necessary correspondence to you. Please respond to this email to verify receipt. If you have any questions, please let me know. Thank you.

LaFrance Boyd, Comptroller
Clay County, MS
P O Box 815
205 Court St
West Point, MS 39773
(662) 494-3124 phone
(662) 492-4059 fax
lboyd@claycounty.ms.gov

CLAY COUNTY CHANCERY CLERK

AID

SMILE TO BE
"FIELD" ANY

RETURN TO

AMY G BERRY
2015 JUL 31 PM 12:43

CLAY COUNTY
WEST POINT, MS

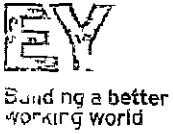
BY _____
DC

ENVELOPE ENCLOSED

METHOD OF RETURN
ATTORNEY'S MAIL BOX
RETURN BY MAIL
WILL PICK UP

COMPLETED
TIME STAMPED
INDEXED
SCANNED

REGULAR BOOK DAY BOOK
MARGINAL
SECTIONAL
OVERSE & DIRECT
MINERAL STAMP
EXPERIMENT RETURNED BY
DATE RETURNED



Ernst & Young LLP
 One Kansas City Place
 Suite 2500
 1200 Main Street
 Kansas City MO 64105 2143

Tel: +1 816 474 5200
 Fax: +1 816 480 5555

Ms Amy G Berry Clerk
 Clay County Board of Supervisors
 205 Court Street
 PO Box 815
 West Point, MS 39773

30 July 2015

2015 Request for Property Review

Dear Ms Berry

Please consider this letter, the 2015 Request for Property Review for the following Leggett & Platt, Inc parcels

<u>Parcel ID Numbers</u>	<u>Address</u>
060 02 0030000	103 E Industrial Access Rd
060 02 0020100	104 E Industrial Access Rd

The included in the packet of information is a comparable sales grid of industrial properties which have sold the last four years and sales which are currently for sale. Please note the subject property is for sale \$2,499,000 or \$12.49 PSF. It has been on the market for 266 days. The other comparable sales found similar in size and age have sold for \$3.10 to \$9.35 PSF. The average reduction in asking sales price to the actual sales price was 40%. The comparable asking prices were adjusted down 40% to reflect a more accurate sales price. NO OTHER adjustment was made. Adjusting the asking price on the subject down 40% reflects a sales price of \$1,500,000 or \$7.50 PSF. A value of \$7.50 PSF falls in the upper range of the sales price/asking price data available. Attached is the supporting documentation, along with the Agent Authorization form is included for your review. The Taxpayer requests the assessed market value be reduced from \$3,979,921 to \$1,500,000 on the two parcels listed above.

Please call me with any questions or concerns you might have in regards to the enclosed documentation at (816) 480-5342

Sincerely,

David L. Brown
 Manager Property Tax

Enclosures

Stephen Breeze
 (Atlanta Office)
 david.brown@ey.com


AGENT AUTHORIZATION

This is to authorize Ernst & Young LLP to act in our behalf as our agent in assessment matters related to all properties, owned, possessed or controlled by the undersigned Any and all previous authorizations are hereby revoked for assessment year 2015

This agent is delegated full authority to handle all matters relative to assessments and to represent us, with the assistance of legal counsel if necessary, in the appeal process

Owner Name Leggett & Platt Inc

<u>Parcel</u>	<u>Address</u>
060-02-0030000	103 E Industrial Access Rd, West Point, MS
060-02-0020100	104 E Industrial Access Rd, West Point, MS

Signed 
Title Sr Vice President
(Owner, Officer, Partner, Controller, etc)
Date 07/30/2015

COMPARABLE SALES DATA LEGGETT PLATT INDUSTRIAL PROPERTY WEST POINT MS PARCELS 060 02 0030000 and 060 02 0020100

347

Property Name	Property Address	Property City	State	Asking Price	Sale Date	Asking to Sales Price Adjustment	Sale Price	Price Per SF	Bldg SF	Year Built	Percent Office	Celling Height	Land to Bldg Ratio	Acres
SUBJECT PROPERTY Industrial	103 E Industrial Access Rd	West Point	MS	\$ 2 499 000			Assessed MV \$3 979 921	\$ 19 90	200 000	1974 Addition 1994	5 00	27 0	10 37	47 60
Industrial	222 Laney Rd	Shannon	MS		4/2/2013		\$ 2 015 000	\$ 6 30	320 000	1986			3 07	22 54
Lane Furniture Pontotoc Plant	338 Stafford Blvd	Pontotoc	MS		2/1/2011		\$ 1 700 000	\$ 4 60	369 250	1978	2 78	13 5 19'8	4 95	42 00
Tupelo Business Center	227 CDF Blvd	Shannon	MS	\$ 2 900 000	8/9/2013	55%	\$ 1 305 000	\$ 9 35	139 585	1992	3 58	24 0	6 96	22 30
Industrial	1201 Sycamore W Ave	Greenwood	MS	\$ 1 100 000	10/9/2013	25%	\$ 825 000	\$ 5 16	160 000	1977	8 75	26 0	2 23	8 20
Industrial	1576 Magnolia Dr	Macon	MS	\$ 1 895 000	11/13/2014	63%	\$ 742 500	\$ 5 92	125 500			18 0'	10 07	29 00
Bruce Furniture/Klaussner	Highway 32	Bruce	MS		1/15/2011		\$ 700 000	\$ 3 72	188 000	2000	2 81		6 57	28 37
Industrial	238 Industrial Cir	Pontotoc	MS	\$ 425 000	5/14/2014	24%	\$ 325 000	\$ 3 18	105 000				4 88	11 76

Subject Asking price is \$12 50 PSF or \$2 499 000 The assessed MV \$3 979 921 or \$19 90 PSF Sales data of industrial sales four years with similar size and age range from \$3 10 to \$9 35 PSF The median sales price \$5 16 PSF average sales price \$5 45 PSF and the weighted average \$5 41 PSF Given the sales data available an argument could be made the subject property is worth no more than \$5 50 or \$1 100 000

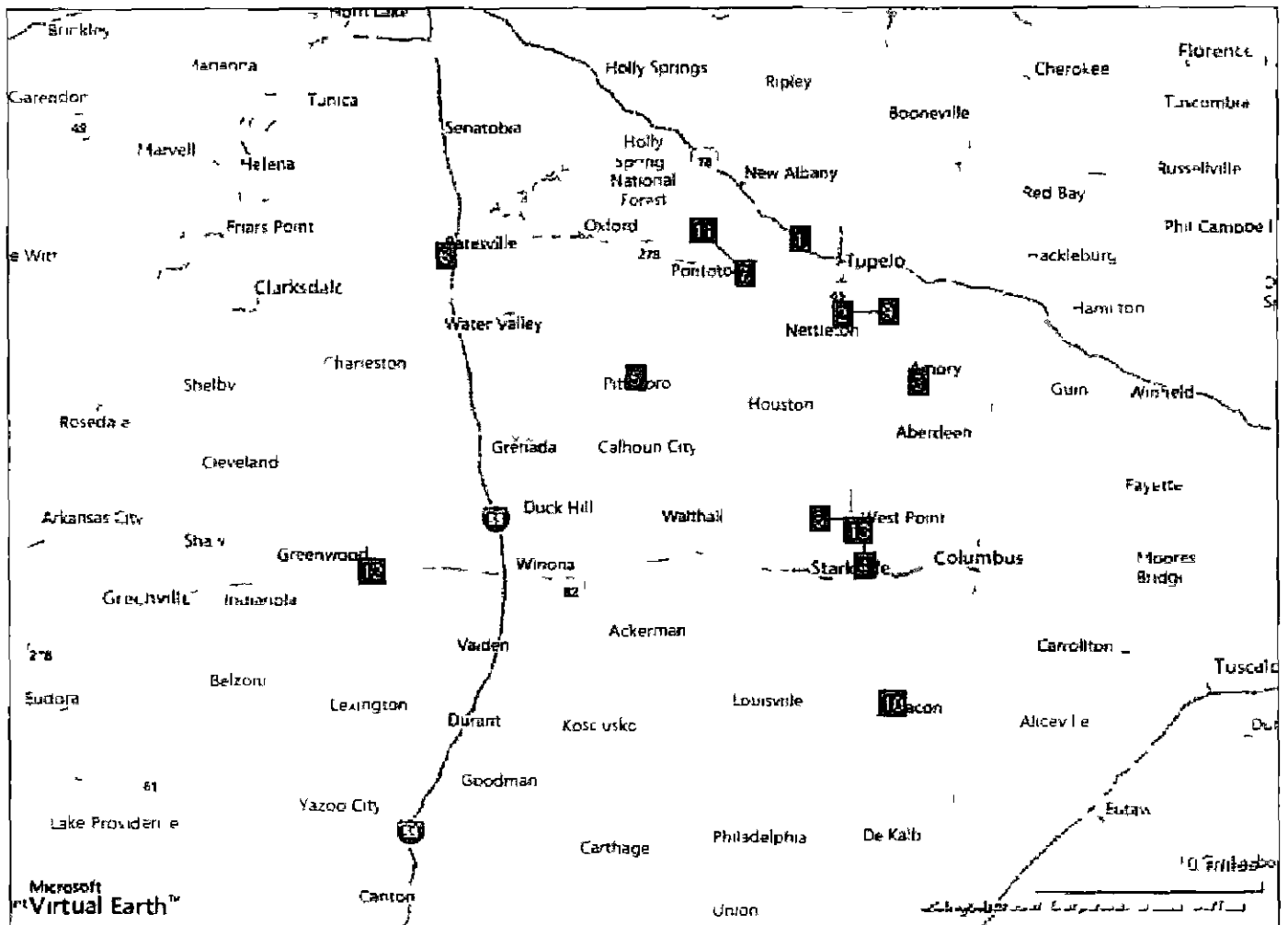
Actual Sales	% Adjustment	PSF	YR BLT	Size
Median	40%	\$ 5 18	1986	160 000
Mean	42%	\$ 5 45	1986	201 049
Weighted Mean		\$ 5 41		
SUBJECT	Assessed MV	\$ 19 90	1974 Addition 1994	200 000

Property Name	Property Address	Property City	State	Asking Price	Sale Date	Asking Sales Price Adjustment	Sale Price	Price Per SF	Bldg SF	Year Built	Percent Office	Celling Height	Land to Bldg Ratio	Acres
SUBJECT PROPERTY Industrial	103 E Industrial Access Rd	West Point	MS	\$ 2 499 000	ASKING	40%	\$ 1 499 400	\$ 7 50	200 000	1974 Addition 1994	5 00	27 0	10 37	47 60
Industrial	100 Tubb Ave	West Point	MS	\$ 3 830 000	ASKING	-40%	\$ 2 178 000	\$ 6 60	330 000	1982	3 03	17 0 18 0"	2 36	17 80
Industrial	901 E Half Mile St	West Point	MS	\$ 2 500 000	ASKING	-40%	\$ 1 500 000	\$ 5 19	289 064	1951	3 88	22 0" 32'9"	8 04	57 35
Bauhaus	275 5th Ave	Sherman	MS	\$ 1 150 000	ASKING	40%	\$ 690 000	\$ 2 21	312 000	1990		13 0 28'0"	2 09	15 00
Industrial	1215 Glenn Dr	Amory	MS	\$ 950 000	ASKING	-40%	\$ 570 000	\$ 5 56	102 500	1888	2 44	18 0'	3 78	8 90
Industrial	483 Highway 8 W	Batesville	MS	\$ 740 000	ASKING	-40%	\$ 444 000	\$ 3 95	112 271			10 0' 14 0'		

Subject Asking price is \$12 50 PSF or \$2 499 000 The assessed MV \$3 979 921 or \$19 90 PSF The comparable sales data indicated a range of 25% to 63% adjustment from asking price to sales price The median/mean 40% & 42% We have adjusted the asking prices down 40% to reflect a more accurate sales price PSF Adjusted Asking Sales data of industrial properties with similar size and age range from \$2 21 to \$7 50 PSF The median adj Asking sales price \$5 38 PSF average Adj Ask sales price \$5 17 PSF and the weighted average \$5 11 PSF Given the sales data available an argument could be made the subject property is worth no more than \$5 25 to \$7 50 PSF or \$1 050 000 to \$1 500 000

Asking Sales	% Adjustment	PSF	AGE	Size
Median	26%	\$ 5 38	1971	244 532
Mean	26%	\$ 5 17	1970	224 308
Weighted Mean		\$ 5 11		
SUBJECT	Assessed MV	\$ 19 90	1974 Addition 1994	200 000

CONCLUSION GIVEN THE ACTUAL SALES DATA AVAILABLE (\$5 50 PSF) AND THE ADJUSTED ASKING SALES DATA AVAILABLE (\$5 25 TO \$7 50 PSF) A MARKET VALUE OF \$1 500 000 or \$7 50 IS CONSIDERED SUPPORTABLE ON THE SUBJECT PROPERTY THE TAXPAYER REQUESTS THE ASSESSED MARKET VALUE BE REDUCED TO \$1 500,000 ON THE SUBJECT PROPERTY



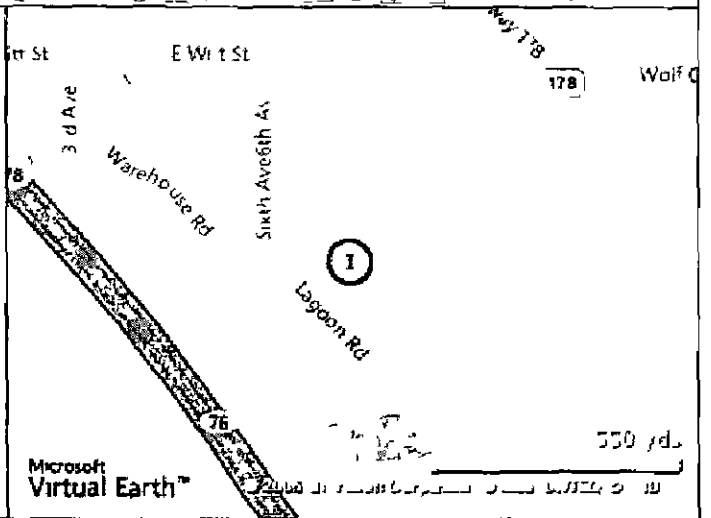
	Address	City	Property Info	Sale Info
1	275 6th Ave	Sherman	312 000 SF Industrial/Manufacturing	For Sale \$1 150 000 (\$3 69/SF)
2	227 CDF Blvd	Shannon	139 585 SF Industrial/Distribution	Sold \$1 305 000 (\$9 35/SF)
3	1215 Glenn Dr	Amory	102 500 SF Industrial/Distribution	For Sale \$950 000 (\$9 27/SF)
4	901 E Half Mile St	West Point	289 064 SF Industrial/Warehouse	For Sale \$2 500 000 (\$8 65/SF)
5	Highway 32	Bruce	188 000 SF Industrial/Manufacturing	Sold \$700 000 (\$3 72/SF)
6	483 Highway 6 W	Batesville	112 271 SF Industrial/Warehouse	For Sale \$740 000 (\$6 59/SF)
7	238 Industrial Cir	Pontotoc	105 000 SF Industrial/Manufacturing	Sold \$325 000 (\$3 10/SF)
8	103 E Industrial Access Rd	West Point	200 000 SF Industrial/Distribution	For Sale \$2 499 000 (\$12 49/SF)
9	222 Laney Rd	Shannon	320 000 SF Industrial/Distribution	Sold \$2 015 000 (\$6 30/SF)
10	1576 Magnolia Dr	Macon	125 500 SF Industrial/Warehouse	Sold \$742 500 (\$5 92/SF)
11	338 Stafford Blvd	Pontotoc	369 250 SF Industrial/Manufacturing	Sold \$1 700 000 (\$4 60/SF)
12	1201 Sycamore W Ave	Greenwood	160 000 SF Industrial/Warehouse	Sold \$825 000 (\$5 16/SF)
13	100 Tubb Ave	West Point	330 000 SF Industrial	For Sale \$3 630 000 (\$11/SF)

275 6th Ave - Bauhaus**FOR SALE**

Sherman, MS 38863

312 000 SF Manufacturing Building Built in 1980, Renov 1990

Property is for sale at \$1,150,000 (\$3.69/SF)

**Sale Contacts**Sales Co **The Stump Corporation**1043 E Morehead St
Charlotte NC 28204

(704) 375 9758

Sales Contact 1 **Robert Dunn**
(828) 438 8535**For Sale Data**

Asking Price **\$1 150 000**
 Price/SF **\$3 69**
 Days on Market **2 388**
 Sale Status **Active**
 Percent Leased **0 0% (312 000 SF Avail)**
 Tenancy **Single**
 Parcel No **137A 25-000-029**

Sale Type **Investment OR Owner/User**
 Bldg Status **Built in 1980 Renov 1990**
 RBA **312 000 SF**

Transaction Notes

Excellent location between Tupelo Airport and new Toyota Prius plant! New 80 000 SF warehouse with crossdocking High ceilings and potential rail service

275 6th Ave - Bauhaus**FOR SALE**

Property is for sale at \$1 150 000 (\$3.69/SF) (cont)

Current industrial Information

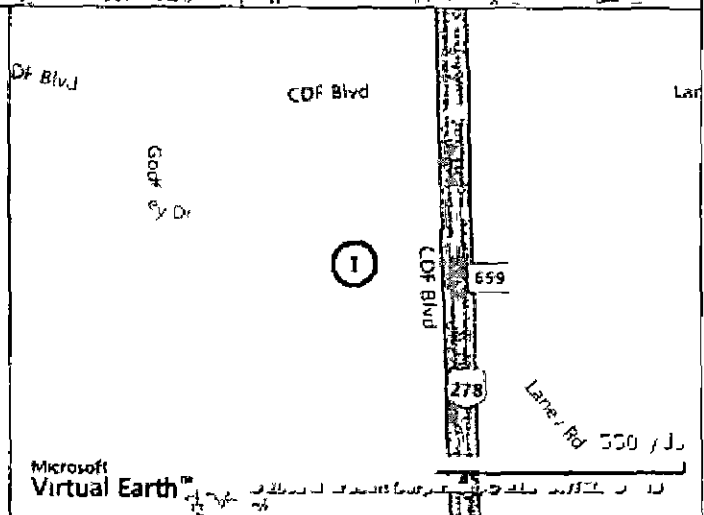
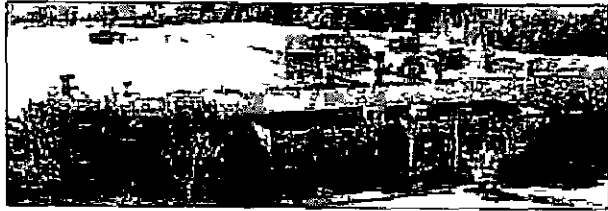
ID 6902971

Bldg Type	Manufacturing	RBA	312 000 SF
Bldg Status	Built in 1980 Renov 1990	% Leased	-
Rent/SF/Yr	\$1 25	Stones	1
Bldg Vacant	312 000 SF	Total Avail	312,000 SF
Building FAR	0 48	Warehouse Avail	312 000 SF
Office Avail	0 SF	CAM	
Max Contig	312 000 SF	Zoning	Industrial
Smallest Space	312 000 SF	Owner Type	Corporate/User
Land Area	15 AC	Owner Occupied	No
Lot Dimensions		Tenancy	Single
Ceiling Height	13 0 26'0	Column Spacing	-
Loading Docks	40 ext (bldg total)	Levelators	None
Cross Docks	No	Crane	-
Drive Ins	2 (total)	Const Type	Metal
Sprinklers	Wet	Rail Spots	None
Rail Line	None		
Expenses	2014 Tax @ \$0 12/sf		
Power	Heavy		
Utilities	Gas Natural Heating Gas Lighting Fluorescent Sewer City Water City		
Parking	400 Surface Spaces are available Ratio of 1 28/1 000 SF		

Location Information

County **Pontotoc**
CBSA **Tupelo MS**

227 CDF Blvd - Tupelo Business Center - Tupelo-Lee Industrial Park South **SOLD**
Tupelo-Lee Industrial Park South
Shannon, MS 38868
Sale on 8/9/2013 for \$1,305,000 (\$9.35/SF) - Research Complete
139,585 SF Class B Distribution Building Built in 1992, Renov 2009



Buyer & Seller Contact Info

Recorded Buyer	Brewer Road LLC	Recorded Seller	Tupelo Business Center Investors LLC
True Buyer	Mitchell Distribution Company Inc John Mitchell 100 49th Ave Meridian MS 39307 (601) 482 6161	True Seller	Home-Land Title Thomas Harris 511 Keywood Cir Flowood MS 39232 (601) 948 3595
Buyer Type	Corporate/User	Seller Type	Developer/Owner RGNL
Buyer Broker	Colliers International Preston Thomas (901) 312-4908 Andy Cates (901) 312 4907	Listing Broker	EXP Realty Advisors Daniel de Sa (212) 972 3947 Robert James (212) 686 0072 ProVisions LLC Kenyotta Brown (248) 988 9341

Transaction Details

ID 2855581

Sale Date	08/09/2013 (2 145 days on market)	Sale Type	Investment
Escrow Length	-	Bldg Type	Distribution
Sale Price	\$1 305 000-Confirmed	Year Built/Age	Built in 1992 Renov 2009 Age 21
Asking Price	\$2 900 000	RBA	139 585 SF
Price/SF	\$9.35	Land Area	22 30 AC (971 388 SF)
Price/AC Land Gross	\$58 520 18		
Percent Leased	0.0%		
Tenancy	Single		

227 CDF Blvd - Tupelo Business Center - Tupelo Lee Industrial Park South **SOLD**
 139 585 SF Class B Distribution Building Built in 1992 Renov 2009 (con't)

Transaction Notes

On 8/9/2013 the 139 585 SF industrial building at 227 CDF Blvd was sold for \$1 305 000 The property is zoned for industrial use and the building was constructed in 1992 with renovation completed in 2009

The property was on the market for approximately six years with an initial asking price of \$2 900 000

All information was confirmed by the buyer broker

Current Industrial Information

ID: 6128277

Bldg Type	Distribution	RBA	139 585 SF
Bldg Status	Built in 1992 Renov 2009	% Leased	100 0%
Rent/SF/Yr	-	Stones	1
Bldg Vacant	0 SF	Total Avail	0 SF
Building FAR	0 14	Warehouse Avail	0 SF
Office Avail	0 SF	CAM	
Max Contig		Zoning	
Smallest Space		Owner Type	Corporate/User
Land Area	22 30 AC	Owner Occupied	No
Lot Dimensions	344x375	Tenancy	Single
Ceiling Height	24 0	Column Spacing	25-40'w x 40-50 d
Loading Docks	7 ext (bldg total)	Levelators	-
Cross Docks		Crane	
Drive Ins		Const Type	Metal
Sprinklers	-	Rail Spots	
Rail Line	None		
Property Mix	Office	5 000 SF	(3 6%)
Power	480v 3p		
Utilities	Gas Natural, Heating Lighting Fluorescent, Sewer City Water City		
Parking	194 Surface Spaces are available Ratio of 1 43/1 000 SF		

Location Information

Park Name	Tupelo Lee Industrial Park South
County	Lee
CBSA	Tupelo MS
DMA	Columbus Tupelo West Point, MS AL

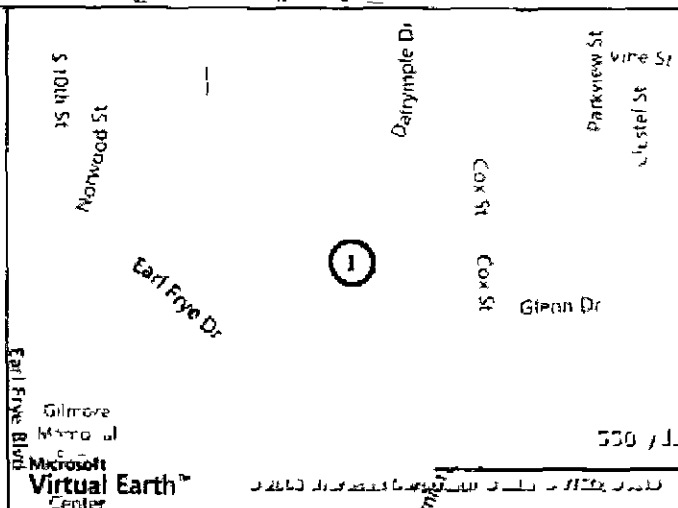
1215 Glenn Dr

FOR SALE

Amory, MS 38821

102 500 SF Distribution Building Built in 1988

Property is for sale at \$950,000 (\$9.27/SF)



Sale Contacts

Sales Co **NAI Saig**

Sales Contact 1 **Edward Saig**
(901) 526 3100

5860 Ridgeway Center Pky
Memphis TN 38120

(901) 526 3100

For Sale Data

Asking Price **\$950 000**
Price/SF **\$9 27**
Days on Market **2 451**
Sale Status **Active**
Percent Leased **0 0% (102 500 SF Avail)**
Tenancy **Multi**
Parcel No **309M 31 001-007 03**

Sale Type **Investment OR Owner/User**
Bldg Status **Built in 1988**
RBA **102 500 SF**

Transaction Notes

Property is available for sale or lease

1215 Glenn Dr

FOR SALE

Property is for sale at \$950 000 (\$9 27/SF) (cont)

Current Industrial Information

ID 6819036

Bldg Type	Distribution	RBA	102 500 SF
Bldg Status	Built in 1988	% Leased	-
Rent/SF/Yr	\$0 95	Stories	1
Bldg Vacant	102 500 SF	Total Avail	102,500 SF
Building FAR	0 26	Warehouse Avail	102 500 SF/2 500 ofc
Office Avail	0 SF	CAM	
Max Contig	102 500 SF	Zoning	
Smallest Space	102 500 SF	Owner Type	
Land Area	8 90 AC	Owner Occupied	No
Lot Dimensions		Tenancy	Multi
Ceiling Height	18 0	Column Spacing	
Loading Docks	15 ext (bldg total)	Levelators	
Cross Docks	No	Crane	
Drive Ins	2 (total)	Const Type	
Spnklers	Yes	Rail Spots	None
Rail Line	None		
Property Mix	Industrial	100 000 SF	(97 6%)
	Office	2 500 SF	(2 4%)
Expenses	2014 Tax @ \$0 07/sf		
Utilities	Lighting Fluorescent		

Location Information

County **Monroe**
DMA **Columbus Tupelo-West Point MS AL**

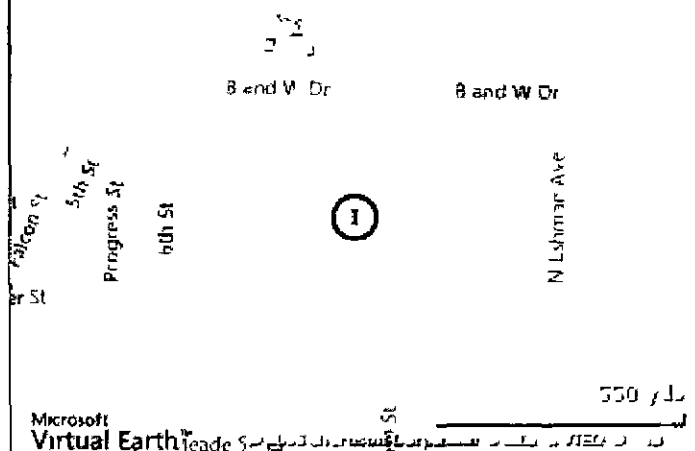
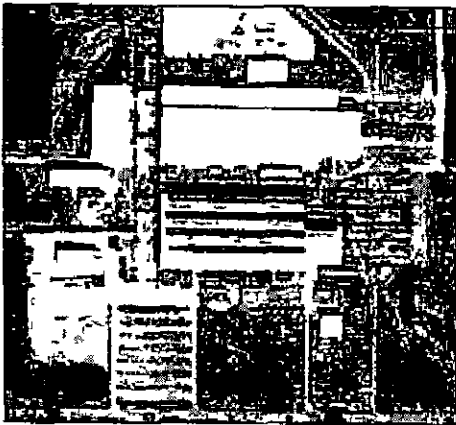
901 E Half Mile St

FOR SALE

West Point, MS 39773

289 064 SF Warehouse, Building Built in 1951 Renov 2008

Property is for sale at \$2,500,000 (\$8.65/SF)



Sale Contacts

Sales Co **Newmark Grubb Knight Frank**

Sales Contact 1 **James T Belcher**
(610) 755 6991

880 E Swedesford Rd
Wayne PA 19087

(610) 265 0600

For Sale Data

Asking Price **\$2 500 000**

Price/SF **\$8 65**

Days on Market **535**

Sale Status **Active**

Percent Leased **100 0%**

Tenancy **Single**

Parcel No **083B111A 0010000**

Sale Type **Investment**

Bldg Status **Built in 1951 Renov 2008**

RBA **289 064 SF**

Transaction Notes

Available as warehouse and manufacturing facility

901 E Half Mile St

FOR SALE

Property is for sale at \$2 500 000 (\$8 65/SF) (cont)

Current Industrial Information

ID 6976860

Bldg Type	Warehouse	RBA	289 064 SF
Bldg Status	Built in 1951 Renov 2008	% Leased	100 0%
Rent/SF/Yr	For Sale Only	Stones	1
Bldg Vacant	0 SF	Total Avail	0 SF
Building FAR	0 12	Warehouse Avail	0 SF
Office Avail	0 SF	CAM	
Max Contig		Zoning	
Smallest Space		Owner Type	
Land Area	57 35 AC	Owner Occupied	
Lot Dimensions	-	Tenancy	Single
Ceiling Height	22 0 32 9	Column Spacing	25 75 w
Loading Docks	4 ext (bldg total)	Levelators	
Cross Docks		Crane	15/5-15 tons
Drive Ins	12 (total)	Const Type	Metal
Sprinklers	None	Rail Spots	Yes
Rail Line	None		
Property Mix	Industrial	278 490 SF	(96 3%)
	Office	10 574 SF	(3 7%)
Expenses	2014 Tax @ \$0 22/sf		
Power	5000a/277-480v		
Utilities	Gas Heating, Sewer Water		
Parking	550 Surface Spaces are available Ratio of 1 90/1 000 SF		

Location Information

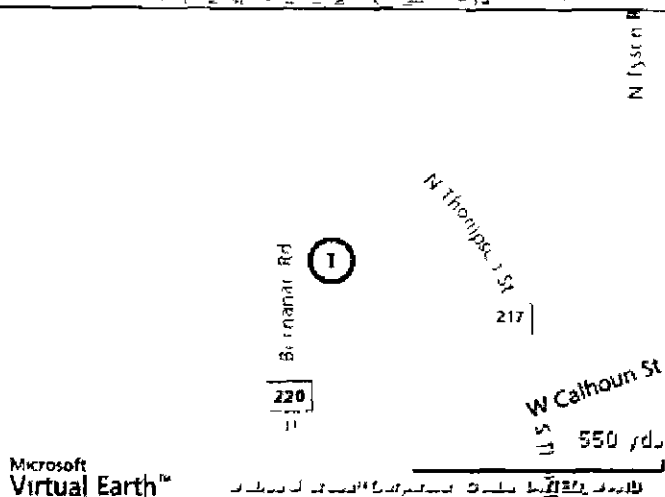
Second Address	900 B&W Dr
County	Clay
CBSA	West Point MS
CSA	Columbus West Point MS
DMA	Columbus Tupelo West Point MS AL

Highway 32 - Bruce Furniture/Klaussner

SOLD

5

Bruce, MS 38915
 Sale on 1/15/2011 for \$700 000 (\$3 72/SF) - Research Complete
 188,000 SF Class B Manufacturing Building, Built in 2000



Buyer & Seller Contact Info

Recorded Buyer
 True Buyer -

Recorded Seller
 True Seller
Klaussner Corporation
Klaussner Corporation
Jerry Holder
 405 LeWallen Rd
 Asheboro NC 27205
 (336) 625 6174

Buyer Broker **No Buyer Broker on Deal**

Seller Type
 Listing Broker
Corporate/User
The Stump Corporation
Robert Dunn
 (828) 438 8535

Transaction Details

ID 2061062

Sale Date	01/15/2011 (821 days on market)	Sale Type	Investment OR Owner/User
Escrow Length	45 days	Bldg Type	Manufacturing
Sale Price	\$700 000 Confirmed	Year Built/Age	Built in 2000 Age 11
Asking Price		RBA	188 000 SF
Price/SF	\$3 72	Land Area	28 37 AC (1 235 797 SF)
Price/AC Land Gross	\$24 673 95		
Percent Leased	100 0%		
Tenancy	Single		
Financing	Down payment of \$700 000 00 (100 0%)		

Transaction Notes

Listing broker confirmed the sale date sale price escrow length square footage and the seller He stated that there was not a broker involved but did not provide the buyer name

Highway 32 - Bruce Furniture/Klaussner**SOLD**

188 000 SF Class B Manufacturing Building Built in 2000 (cont)

Current Industrial Information

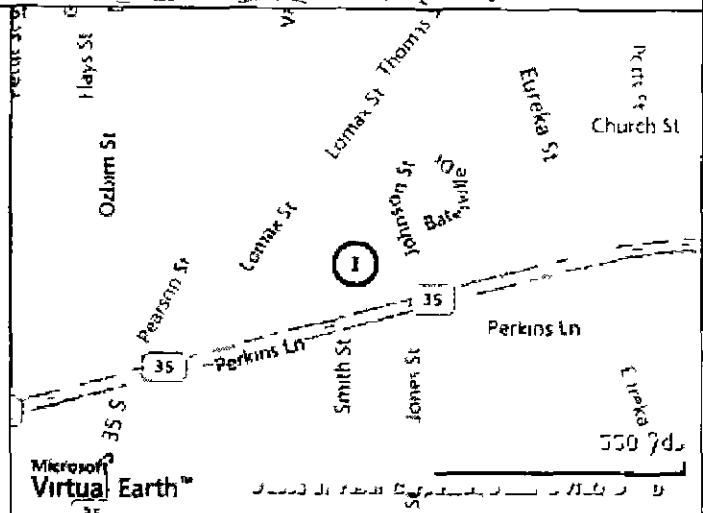
ID 6770119

Bldg Type	Manufacturing	RBA	188 000 SF
Bldg Status	Built in 2000	% Leased	100 0%
Rent/SF/Yr		Stones	1
Bldg Vacant	0 SF	Total Avail	0 SF
Building FAR	0 15	Warehouse Avail	0 SF
Office Avail	0 SF	CAM	
Max Contig	-	Zoning	Light Industrial
Smallest Space		Owner Type	
Land Area	28 37 AC	Owner Occupied	
Lot Dimensions		Tenancy	Single
Ceiling Height		Column Spacing	83'w x 25 d
Loading Docks	49 ext (bldg total)	Levelators	
Cross Docks		Crane	
Drive Ins	1 (total)	Const Type	Reinforced Concrete
Sprinklers	Wet	Rail Spots	
Rail Line	None		
Property Mix	Office	5 290 SF	(2 8%)
Power	800a/12v 3p		
Parking	300 Surface Spaces are available Ratio of 1 60/1,000 SF		

Location InformationCounty **Calhoun**

483 Highway 6 W
Batesville, MS 38606
112 271 SF Warehouse Building
Property is for sale at \$740 000 (\$6 59/SF)

FOR SALE



Sale Contacts

Sales Co **Commercial Property 1 LLC**
 200 W Jackson St
 Ridgeland MS 39157
 (601) 898 2900

Sales Contact 1 **Brian E Estes**
 (601) 362 9633

For Sale Data

Asking Price	\$740 000	Sale Type	Owner/User
Price/SF	\$6 59	Bldg Status	Existing
Days on Market	260	RBA	112 271 SF
Sale Status	Active		
Percent Leased	100 0% (112 271 SF Avail)		
Tenancy	Single		
Parcel No	3183R0000100 270000200 3183R0000100 270000301		

Transaction Notes

The property is approximately 112 271 SF in size and is constructed of sheet metal with a pitched metal roof and concrete slab. The subject property has a heated and cooled office area with the remaining of the interior consisting of various light manufacturing storage and distribution areas. According to the most recent appraisal clear heights are 10 14.

The subject property is located at the corner of Hwy 6 and Lomax Street in Batesville MS. In addition to Hwy 6 the property has convenient access to Hwy 51 and I 55. Lomax Street also runs alongside a railroad.

483 Highway 6 W**FOR SALE**

Property is for sale at \$740,000 (\$6.59/SF) (cont)

Current Industrial Information

ID 9150382

Bldg Type	Warehouse	RBA	112,271 SF
Bldg Status	Existing	% Leased	100.0%
Rent/SF/Yr	For Sale Only	Stories	1
Bldg Vacant	0 SF	Total Avail	112,271 SF
Building FAR		Warehouse Avail	112,271 SF
Office Avail	0 SF	CAM	
Max Contig	112,271 SF	Zoning	
Smallest Space	112,271 SF	Owner Type	
Land Area		Owner Occupied	No
Lot Dimensions		Tenancy	Single
Ceiling Height	10.0 -14.0	Column Spacing	-
Loading Docks	10 ext (bldg total)	Levelators	None
Cross Docks	No	Crane	None
Drive Ins	2/8.0 w x 10.0 h (total)	Const Type	Masonry
Sprinklers		Rail Spots	None
Rail Line	None		

Parking: 150 free Surface Spaces are available Ratio of 1.35/1,000 SF
 Features: Signage

Location Information

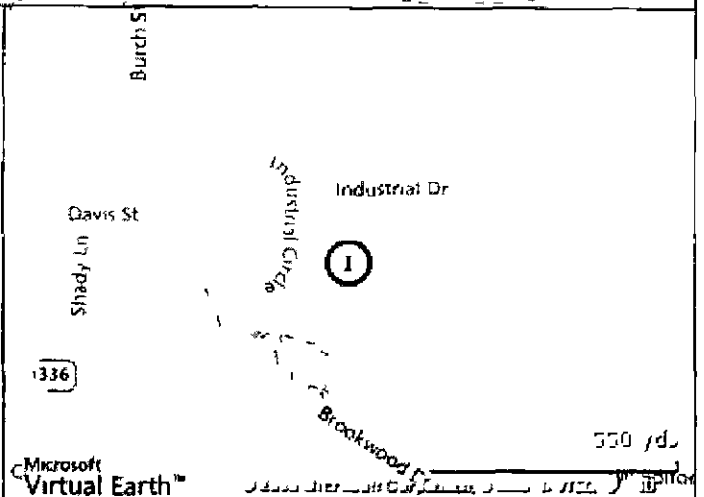
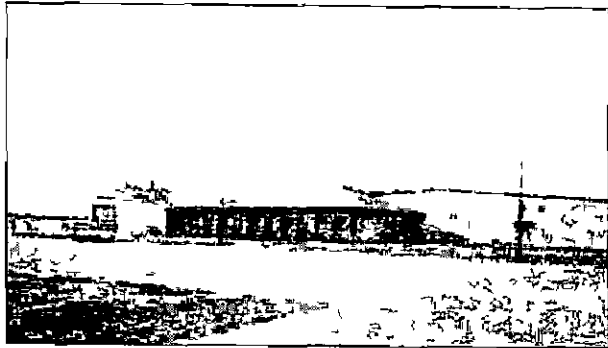
County: Panola
 DMA: Memphis, TN-MS AR MO

238 Industrial Cir**SOLD**

Pontotoc, MS 38863

Sale on 5/14/2014 for \$325,000 (\$310/SF) - Research Complete

105,000 SF Class B Manufacturing Building Renov 1998

**Buyer & Seller Contact Info**

Recorded Buyer **Corona Mississippi LLC**
 True Buyer **Paul Chien**
Paul Chien
 9141 Arrow Rt
 Rancho Cucamonga CA 91730

Recorded Seller **Hansberger Ltd LLC**
 True Seller **Thomas Hansberger**
Thomas Hansberger
 163 Pleasant Hill Dr
 Pontotoc MS 38863
 (662) 489-1474

Seller Type **Individual**
 Listing Broker **Mossy Oak Properties Pontotoc Ridge Realty**
David Anderson
 (662) 489 2848

Buyer Broker **Tommy Morgan Inc Realtors**
Keith Henley
 (662) 842 3844

Transaction Details

ID 3033884

Sale Date	05/14/2014	Sale Type	Owner/User
Escrow Length	21 days	Bldg Type	Manufacturing
Sale Price	\$325,000-Confirmed	Year Built/Age	Renov 1998
Asking Price	\$425,000	RBA	105 000 SF
Price/SF	\$3 10	Land Area	11 76 AC (512 157 SF)
Price/AC Land Gross	\$27 641 93		
Percent Leased	0 0%		
Sale Conditions	High Vacancy Property		
Financing	Down payment of \$325 000 00 (100 0%)		
Legal Desc	12 73 AC NW1/4 DB 278 590 308 25 314 74 314 157 320 28 20021034 20021035		
Parcel No	178B 32-05 004		

238 Industrial Cir**SOLD**

105 000 SF Class B Manufacturing Building Renov 1998 (cont)

Transaction Notes

On May 14th 2014 the 105 000 square foot industrial building at 238 Industrial Circle Pontotoc MS was sold for \$325 000 or \$3 19 per square foot The property was vacant at the time of sale

The property had an initial asking price of \$425 000 The transaction was in escrow for approximately 21 days

The seller was motivated to divest the property because they were not occupying the building and did not want to maintain it any longer The buyer was attracted to the property because it was adjacent to their current manufacturing plant The buyer plans on using the property to expand their manufacturing business

The sale price sale date recorded seller and recorded buyer were verified with the listing broker and buyer broker

Deed not available for this transaction

Current Industrial Information

ID 5801653

Bldg Type	Manufacturing	RBA	105,000 SF
Bldg Status	Renov 1998	% Leased	100 0%
Rent/SF/Yr		Stones	1
Bldg Vacant	0 SF	Total Avail	0 SF
Building FAR	0 21	Warehouse Avail	0 SF
Office Avail	0 SF	CAM	
Max Contig		Zoning	-
Smallest Space		Owner Type	
Land Area	11 76 AC	Owner Occupied	
Lot Dimensions	-	Tenancy	
Ceiling Height		Column Spacing	-
Loading Docks	5 ext (bldg total)	Levelators	
Cross Docks	-	Crane	
Drive Ins	5 (total)	Const Type	Metal
Sprinklers	Wet	Rail Spots	
Rail Line	None		

Parking **Free Surface Spaces**

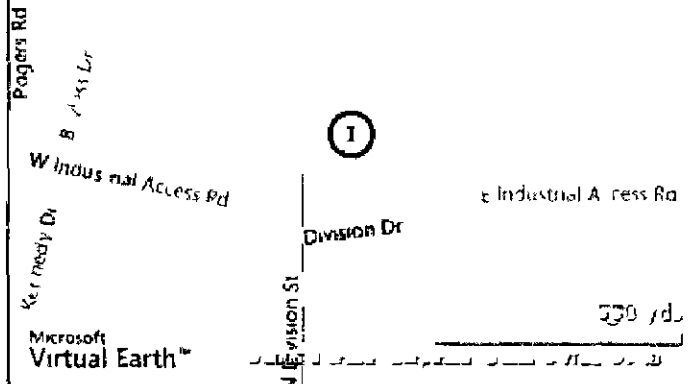
Location Information

County **Pontotoc**
CBSA **Tupelo MS**

103 E Industrial Access Rd

FOR SALE

West Point, MS 39773
 200 000 SF Distribution Building
 Property is for sale at \$2 499 000 (\$12.50/SF)



Sale Contacts

Sales Co **Cook Commercial Properties**
 1501 Lakeland Dr
 Jackson MS 39216
 (601) 981 1500

Sales Contact 1 **Bill G Cook**
 (601) 981 1500
 Sales Contact 2 **Bill Hankins**
 (601) 981 1500

For Sale Data

Asking Price **\$2 499 000**
 Price/SF **\$12.50**
 Days on Market **266**
 Sale Status **Active**
 Percent Leased **100.0% (200 000 SF Avail)**

Sale Type **Owner/User**
 Bldg Status **Existing**
 RBA **200 000 SF**

Transaction Notes

Total building 200 000 SF with MFG area of 194 500 SF & 5 500 SF of offices. Construction is steel metal and concrete. Ceiling height at peak 27 ft. Plant heated with positioned gas units air vented and cooled with exchange fans. Warehouse/plant consist of 4 major work areas. Each unit is self contained with rest rooms and support facilities. Multiple number of dock high doors ranging in size from 20x24 12x14 & 8x12 strategically located for best use. Facility has 480/2 500 electric service large connection to Atmos Gas with other utilities by the City Of West Point. The office is typical of an industrial facility and has an abundant number of offices rest rooms break room and data service facility. The general condition of the entire plant is considered good. No deferred maintenance is recognizable. The interior is clean and move-in ready. The 19.9 acre plant site is fenced in and secured by gates. The total land area is 47.6 acres. Please ask broker for additional information.

Located in the HUB of NE Mississippi industrial area at West Point MS. The plant is on Industrial Access Road with connectivity to US 45 and only a few miles to US 82 with additional US and Interstate Highways just to the North at Tupelo MS. Rail air service and all support services are in the immediate area. The GOLDEN TRIANGLE DISTRICT is considered as one of the prime Industrial/Distribution areas in the two state location. Good labor market with good support and lifestyle facilities.

103 E Industrial Access Rd**FOR SALE**

Property is for sale at \$2 499 000 (\$12.50/SF) (cont)

Current Industrial Information

ID: 9526971

Bldg Type	Distribution	RBA	200 000 SF
Bldg Status	Existing	% Leased	100 0%
Rent/SF/Yr	For Sale Only	Stones	1
Bldg Vacant	0 SF	Total Avail	200,000 SF
Building FAR	0 10	Warehouse Avail	200 000 SF
Office Avail	0 SF	CAM	
Max Contig	200 000 SF	Zoning	
Smallest Space	200 000 SF	Owner Type	
Land Area	47 60 AC	Owner Occupied	-
Lot Dimensions		Tenancy	
Ceiling Height	27 0	Column Spacing	-
Loading Docks	(bldg total)	Levelators	
Cross Docks		Crane	
Drive Ins	-	Const Type	-
Sprinklers		Rail Spots	
Rail Line	None		

Location Information

County	Clay
CBSA	West Point MS
CSA	Columbus-West Point MS
DMA	Columbus Tupelo-West Point MS AL

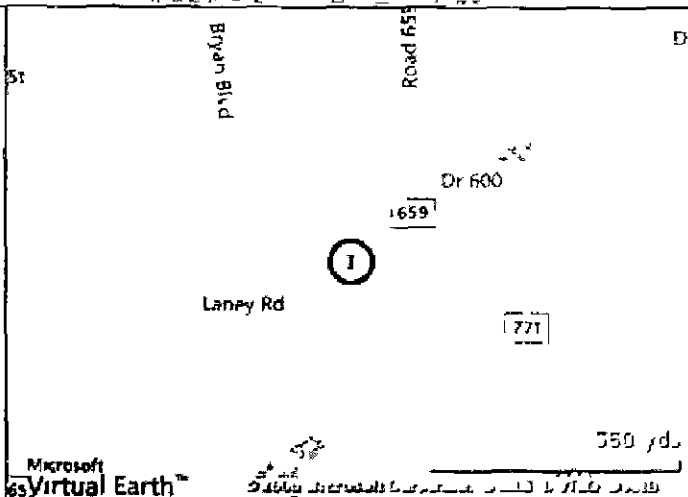
222 Laney Rd

SOLD

Shannon, MS 38868

Sale on 4/2/2013 for \$2 015 000 (\$6 30/SF) - Research Complete

320 000 SF Class B Distribution Building Built in 1986



Buyer & Seller Contact info

Recorded Buyer **M & R Trust**
True Buyer **Crain Industries Inc**
4300 Phoenix Ave
Fort Smith AR 72903
(501) 648 3230

Recorded Seller
True Seller **Michael Gittelson**
Michael Gittelson
1168 Windrose Cir
Madison MS 39110
(818) 881 0341
Listing Broker **Commercial Advisors LLC**
Larry Jensen
(901) 273 2344
Cushman Wakefield | Commercial Advisors
Jacob Biddle
(901) 362-4307

Buyer Broker **Colliers International**
Andy Cates
(901) 312-4907
Preston Thomas
(901) 312-4908

Transaction Details

ID: 2961362

Sale Date	04/02/2013	Sale Type	Owner/User
Escrow Length		Bldg Type	Distribution
Sale Price	\$2 015 000 Confirmed	Year Built/Age	Built in 1986 Age 27
Asking Price	-	RBA	320 000 SF
Price/SF	\$6 30	Land Area	22 54 AC (981 921 SF)
Price/AC Land Gross	\$89 389 49		
Percent Leased	100 0%		

Transaction Notes

On April 2nd 2013 the 320 000 sqft industrial building in Shannon MS sold for \$2 015 000 or about \$6 per square foot
All details of this transaction were confirmed through public record and the seller broker

222 Laney Rd

SOLD

320 000 SF Class B Distribution Building Built in 1986 (cont)

Current Industrial Information

ID: 9334421

Bldg Type	Distribution	RBA	320 000 SF
Bldg Status	Built in 1986	% Leased	100 0%
Rent/SF/Yr		Stories	1
Bldg Vacant	0 SF	Total Avail	0 SF
Building FAR	0 33	Warehouse Avail	0 SF
Office Avail	0 SF	CAM	
Max Contig	-	Zoning	-
Smallest Space		Owner Type	Corporate/User
Land Area	22 54 AC	Owner Occupied	
Lot Dimensions		Tenancy	-
Ceiling Height		Column Spacing	
Loading Docks	(bldg total)	Levelators	-
Cross Docks	-	Crane	
Drive Ins		Const Type	
Sprinklers		Rail Spots	
Rail Line	None		
Expenses	2012 Tax @ \$0 13/sf		
Parking	47 Surface Spaces are available		

Location Information

County	Lee
CBSA	Tupelo MS
DMA	Columbus Tupelo-West Point MS AL

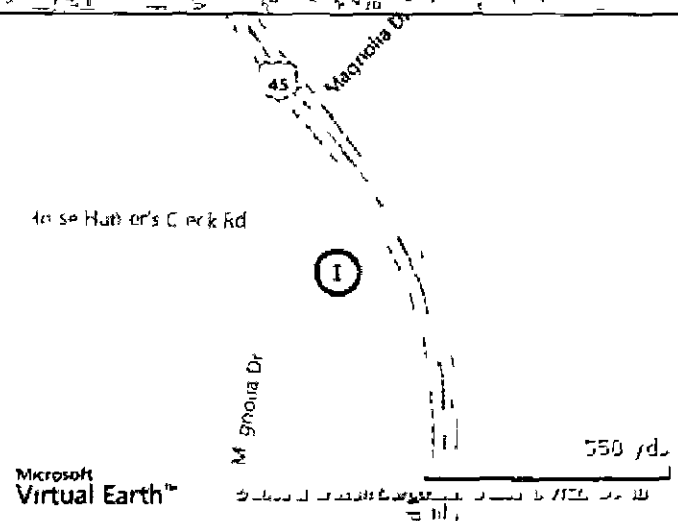
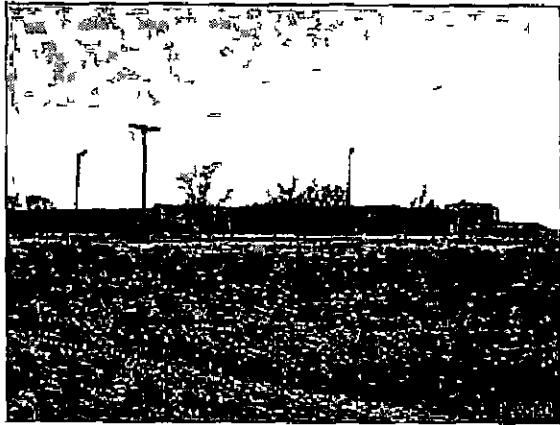
1576 Magnolia Dr

SOLD

Macon, MS 39341

Sale on 11/13/2014 for \$742,500 (\$5 92/SF) - Research Complete

125,500 SF Class B Warehouse Building



Buyer & Seller Contact Info

Recorded Buyer **Norman L Holcombe**
True Buyer **Norman L Holcombe**
Norman Holcombe
511 Jefferson St
Macon MS 39341
(662) 726 5138

Buyer Type **Individual**

Recorded Seller **Digger Specialties Inc**
True Seller **Digger Specialties Inc**
Tim Strichter
Loren Graber
PO Box 241
Bremen IN 46506
(800) 446 7659

Seller Type **Other/Unknown Instl**

Transaction Details

ID 3215819

Sale Date **11/13/2014 (596 days on market)**
Escrow Length
Sale Price **\$742 500 Confirmed**
Asking Price **\$1 995 000**
Price/SF **\$5 92**
Price/AC Land Gross **\$25 603 45**

Percent Leased **100 0%**

Sale Type **Owner/User**
Bldg Type **Warehouse**
Year Built/Age
RBA **125 500 SF**
Land Area **29 AC (1 263 240 SF)**

Legal Desc **PT NW4 OF NW4 DBOOK 2009 PG 0945 05/15/2009**
Parcel No **106-22-010 01 106 22-010 00**

1576 Magnolia Dr

SOLD

126 500 SF Class B Warehouse Building (cont)

Transaction Notes

On November 11 2014 the 125 500 SF industrial building at 1576 Magnolia Dr in Macon MS sold for \$742 500 or \$5 92 per SF
Plat map unavailable at the time of transaction

The property was on the market for 1 year and 10 months with an initial asking price of 1 995 000 The property was sold at auction for an undisclosed amount

The purchasing entity plans to use the space to expand their business Holcombe Supply Co Inc

The sale date sale price selling entity purchasing entity and motivations for the transaction were verified with Norman Holcombe

More information regarding this transaction will be added as it becomes available

Current Industrial Information

ID 9065241

Bldg Type	Warehouse	RBA	125,500 SF
Bldg Status	Existing	% Leased	100 0%
Rent/SF/Yr		Stories	
Bldg Vacant	0 SF	Total Avail	0 SF
Building FAR	0 10	Warehouse Avail	0 SF
Office Avail	0 SF	CAM	
Max Contig		Zoning	C 1
Smallest Space		Owner Type	Individual
Land Area	29 AC	Owner Occupied	
Lot Dimensions		Tenancy	
Ceiling Height	18 0	Column Spacing	
Loading Docks	2 ext (bldg total)	Levelators	-
Cross Docks		Crane	
Drive Ins	-	Const Type	-
Sprinklers		Rail Spots	
Rail Line	None		
Expenses	2012 Tax @ \$0 24/sf		

Location Information

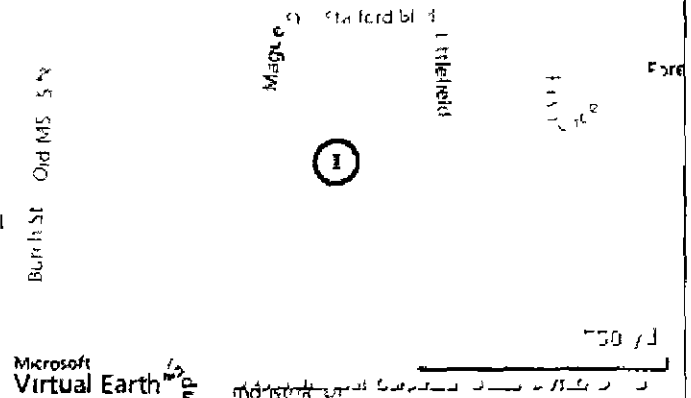
County **Noxubee**

338 Stafford Blvd - Lane Furniture Pontotoc Plant

SOLD

Pontotoc, MS 38863
 Sale on 2/1/2011 for \$1 700 000 (\$4 60/SF) - Research Complete
 369 250 SF Class B Manufacturing Building Built in 1976

11



Buyer & Seller Contact Info

Recorded Buyer **Washington Furn Sales LLC**
 True Buyer **Washington Furn Sales LLC**
Gerald Washington
 10960 Highway 341 S
 Randolph MS 38864
 (662) 568 7690

Buyer Type **Individual**
 Buyer Broker **Colliers International**
Preston Thomas
 (901) 312-4908
Andy Cates
 (901) 312 4907
Mike Driscoll
 (901) 261 2600

Recorded Seller **Lane Furniture industries inc**
 True Seller **Lane Furniture industries inc**
Randall Spak
 5380 Highway 145 S
 Tupelo MS 38801
 (855) 424-3505

Listing Broker **Colliers International**
Preston Thomas
 (901) 312-4908
Andy Cates
 (901) 312-4907
Mike Driscoll
 (901) 261 2600

Transaction Details

ID 2084538

Sale Date	02/01/2011 (306 days on market)	Sale Type	Owner/User
Escrow Length	90 days	Bldg Type	Manufacturing
Sale Price	\$1 700 000 Confirmed	Year Built/Age	Built in 1976 Age 35
Asking Price		RBA	369 250 SF
Price/SF	\$4 60	Land Area	42 AC (1 829 520 SF)
Price/AC Land Gross	\$40 476 19		
Percent Leased	100 0%		
Tenancy	Single		
No. of Tenants	1		
Tenants at time of sale	Action Industry		
Parcel No	179C 29 01 005		

338 Stafford Blvd - Lane Furniture Pontotoc Plant**SOLD**

369 250 SF Class B Manufacturing Building Built in 1976 (cont)

Transaction Notes

Lane Furniture sold the property at 338 Stafford Boulevard to Washington Industres in February 2011 for \$1 700 000 The industrial team of Andy Cates Preston Thomas and Mike Driscoll of Colliers International represented the seller in the transaction

The 369 250 square foot facility was the former location of Lane Furniture Lane vacated in mid 2008 as part of consolidation and decreasing expenses Washington Furniture will occupy the property as part of a manufacturing expansion in the Pontotoc area They will move in around April 29 Up to 400 jobs will be created over the next two years depending on the success of the business which would be roughly 10% of the Pontotoc population Minor repair work needed to be completed but it was mostly cosmetic and minor leaks No other sales conditions were reported

Details have been verified with the listing/buyer broker Preston Thomas and the buyer

Current Industrial Information

ID: 5884530

Bldg Type	Manufacturing	RBA	369 250 SF
Bldg Status	Built in 1976	% Leased	100 0%
Rent/SF/Yr		Stores	1
Bldg Vacant	0 SF	Total Avail	0 SF
Building FAR	0 20	Warehouse Avail	0 SF
Office Avail	0 SF	CAM	
Max Contig		Zoning	Heavy Industrial
Smallest Space		Owner Type	Individual
Land Area	42 AC	Owner Occupied	Yes
Lot Dimensions	-	Tenancy	Single
Ceiling Height	13 5 19'8"	Column Spacing	
Loading Docks	27 ext (bldg total)	Levelators	-
Cross Docks		Crane	
Drive Ins	2/10 0 w x 10 0 h (total)	Const Type	-
Sprinklers	Wet	Rail Spots	
Rail Line	None		
Property Mix	Industrial	358 995 SF	(97 2%)
	Office	10 255 SF	(2 8%)
Expenses	2014 Tax @ \$0 06/sf		
Power	3p		
Utilities	Gas Heating - Gas Lighting Metal Halide Sewer Water		
Parking	537 free Surface Spaces are available, 120 free Industrial Trailer Spaces are available Ratio of 1 77/1 000 SF		
Features	Fenced Lot		

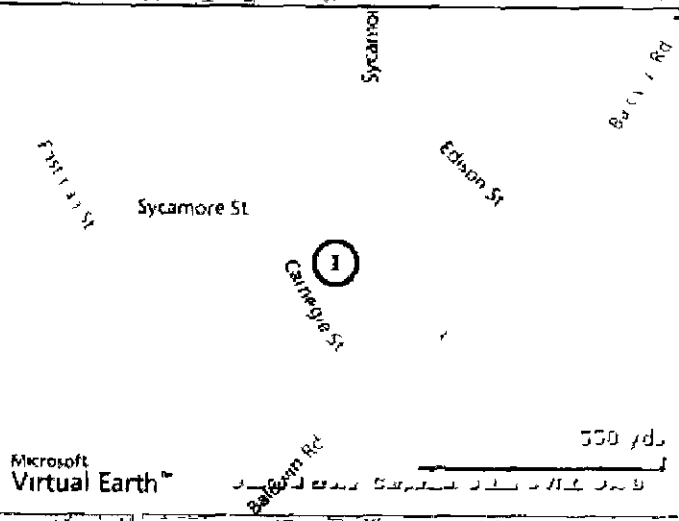
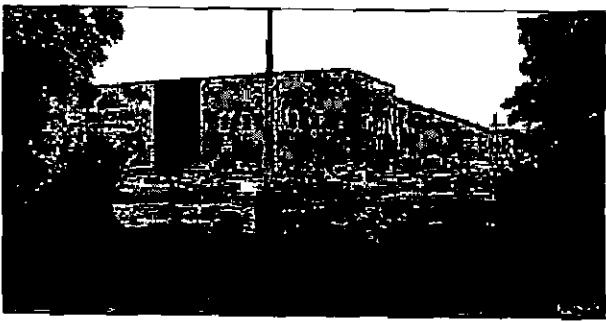
Location Information

County **Pontotoc**
CBSA **Tupelo MS**

1201 Sycamore W Ave

SOLD

Greenwood, MS 38930
Sale on 10/9/2013 for \$825 000 (\$5 16/SF) - Research Complete
160 000 SF Class B Warehouse Building Built in 1977



Buyer & Seller Contact Info

Recorded Buyer **Coburn Supply Company Inc**
True Buyer **Coburn Supply Company Inc**
900 Hwy 475 S
Jackson MS 39208
(601) 932 3668
Buyer Type **Corporate/User**
Buyer Broker **Colliers International**
Preston Thomas
(901) 312 4908
Andy Cates
(901) 312-4907

Recorded Seller **NAPA Balkamp**
True Seller **NAPA Balkamp**
2601 S Holt Rd
Indianapolis IN 46241
(317) 244 7241
Seller Type **Corporate/User**
Listing Broker **CBRE | Memphis**
Bobby Daush
(301) 321 0527
James Mercer
(901) 260 1030

Transaction Details

ID 2952391

Sale Date **10/09/2013 (1 287 days on market)**
Escrow Length -
Sale Price **\$825 000 Confirmed**
Asking Price **\$1 100 000**
Price/SF **\$5 16**
Price/AC Land Gross **\$100 609 76**
Percent Leased **100 0%**
Tenancy **Single**

Sale Type **Investment**
Bldg Type **Warehouse**
Year Built/Age **Built in 1977 Age 36**
RBA **160 000 SF**
Land Area **8 20 AC (357 192 SF)**

Transaction Notes

On 10/9/2013 1201 Sycamore Ave in Greenwood MS sold for \$825 000 The 160 000 sf building was sold by Balkamp Inc to Coburn Supply Company Inc CBRE Memphis represented the seller and Colliers International represented the buyer All details of the transaction were verified by the listing broker

1201 Sycamore W Ave

SOLD

160 000 SF Class B Warehouse Building Built in 1977 (cont)

Income Expense Data

Expenses	Taxes	\$20 077
	- Operating Expenses	
	Total Expenses	\$20 077

Current Industrial Information

ID 7582848

Bldg Type	Warehouse	RBA	160 000 SF
Bldg Status	Built in 1977	% Leased	100 0%
Rent/SF/Yr		Stories	1
Bldg Vacant	0 SF	Total Avail	0 SF
Building FAR	0 45	Warehouse Avail	0 SF
Office Avail	0 SF	CAM	
Max Contig		Zoning	Industrial
Smallest Space		Owner Type	Corporate/User
Land Area	8 20 AC	Owner Occupied	No
Lot Dimensions		Tenancy	Single
Ceiling Height	26 0	Column Spacing	
Loading Docks	20 ext (bldg total)	Levelators	Yes
Cross Docks		Crane	
Drive Ins	Yes (total)	Const Type	
Sprinklers		Rail Spots	
Rail Line	None		
Property Mix	Office	14,000 SF	(8 8%)
Expenses	2014 Tax @ \$0 13/sf		
Parking Features	150 Surface Spaces are available Ratio of 0 93/1 000 SF Fenced Lot		

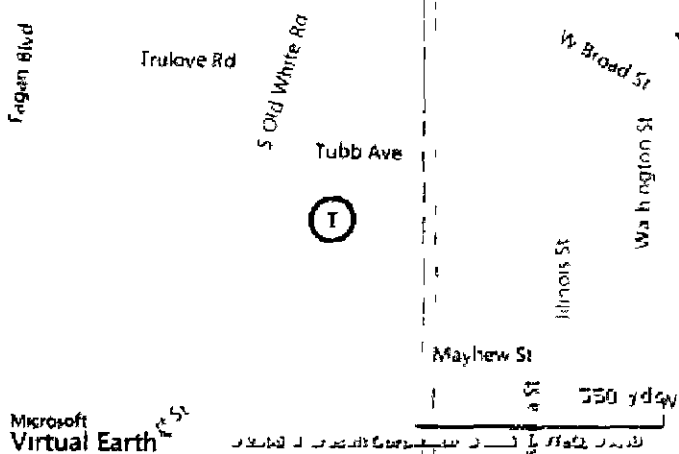
Location Information

County	Leflore
CBSA	Greenwood, MS
DMA	Greenwood-Greenville MS

100 Tubb Ave

FOR SALE

West Point, MS 39773
330 000 SF Industrial Building Built in 1962
Property is for sale at \$3 630 000 (\$11/SF)



Sale Contacts

Sales Co **Currie Hall Investment Co**
 77 Milford Dr
 Hudson OH 44236
 (330) 650-0525

Sales Contact 1 **David Hall**
 (330) 650-0525

For Sale Data

Asking Price **\$3 630 000**
 Price/SF **\$11 00**
 Days on Market **801**
 Sale Status **Active**
 Percent Leased **0 0% (330 000 SF Avail)**
 Parcel No **082D215C 0010000**

Sale Type **Owner/User**
 Bldg Status **Built in 1962**
 RBA **330 000 SF**

Transaction Notes

330 000 +/- SF Manufacturing and Warehousing facility on 17.8 acres plus adjacent 2.4 acres Showroom included
 Property is in the City of West Point MS in Clay County MS

100 Tubb Ave

FOR SALE

Property is for sale at \$3 630 000 (\$11/SF) (cont)

Current Industrial Information

ID: 9109333

Bldg Type	Industrial	RBA	330 000 SF
Bldg Status	Built in 1962	% Leased	
Rent/SF/Yr	\$2 50	Stories	1
Bldg Vacant	330,000 SF	Total Avail	330 000 SF
Building FAR	0 43	Warehouse Avail	330 000 SF/10 800 ofc
Office Avail	0 SF	CAM	
Max Contig	330 000 SF	Zoning	Commercial D-3
Smallest Space	330 000 SF	Owner Type	-
Land Area	17 80 AC	Owner Occupied	-
Lot Dimensions		Tenancy	-
Ceiling Height	17 0 18 0	Column Spacing	-
Loading Docks	22 ext (bldg total)	Levelators	
Cross Docks		Crane	
Drive Ins	2/14 0 w x 16 0 h (total)	Const Type	Steel
Sprinklers	Wet	Rail Spots	Yes
Rail Line	Kansas City Southern Railway		
Property Mix	Industrial	320 000 SF	(97 0%)
	Office	10 000 SF	(3 0%)
Expenses	2014 Tax @ \$0 03/sf 2013 Est Tax @ \$0 09/sf		
Power	4600a/240-480v 3p		
Utilities	Gas Natural Heating Gas Sewer City Water City		
Features	Air Conditioning Fenced Lot		

Location Information

County	Clay
CBSA	West Point, MS
CSA	Columbus West Point, MS
DMA	Columbus Tupelo West Point, MS AL

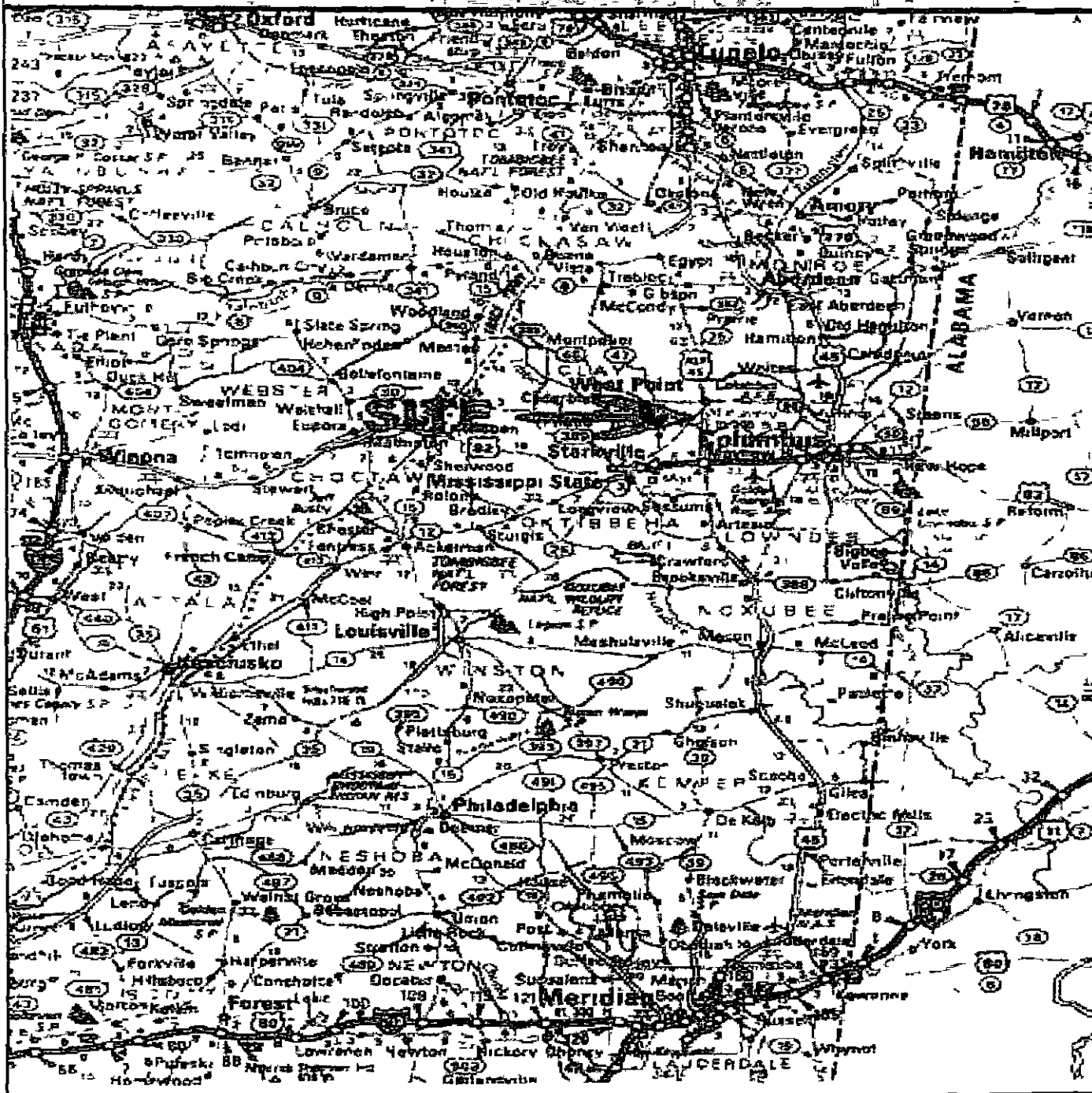
100 Tubb Ave

FOR SALE

Property is for sale at \$3 630 000 (\$11/SF) (cont)

Parcel Number
Legal Description
County
Clay

Plat Map 100 Tubb Ave



Amy Berry

From Amy Berry <aberry@claycounty.ms.gov>
Sent Friday, August 14, 2015 2:50 PM
To Stephen B. Bearse, Paige Lamkin (plamkin@claycounty.ms.gov)
Cc David L. Brown, Janet L. Martin
Subject RE: Leggett and Platt - 2015 Clay County MS Settlement

Great! This email will serve as the formal notification of withdrawal of your objection. Thank you!!

--- Original Message ---

From Stephen B. Bearse [<mailto:Stephen.BearseJr@ey.com>]
Sent Friday, August 14, 2015 9:51 AM
To Amy Berry
Cc David L. Brown, Janet L. Martin
Subject Leggett and Platt - 2015 Clay County MS Settlement

Amy

Good morning

Per the attached we have agreed on a settlement value with the county for parcels 060 02 0030000 and 060 02 0020100. Please take our hearing off your calendar for next Tuesday.

Thank you,
Bo Bearse

Any tax advice in this e-mail should be considered in the context of the tax services we are providing to you. Preliminary tax advice should not be relied upon and may be insufficient for penalty protection.

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

Notice required by law: This e-mail may constitute an advertisement or solicitation under U.S. law, if its primary purpose is to advertise or promote a commercial product or service. You may choose not to receive advertising and promotional messages from Ernst & Young LLP (except for EY Client Portal and the ey.com website, which track e-mail preferences through a separate process) at this e-mail address by forwarding this message to no-more-mail@ey.com. If you do so, the sender of this message will be notified promptly. Our principal postal address is 5 Times Square, New York, NY 10036. Thank you. Ernst & Young LLP

LaFrance Boyd

From LaFrance Boyd <lboyd@claycounty.ms.gov>
Sent Friday, August 07, 2015 9:54 AM
To hafterj@phelps.com
Subject Notice of Public Hearing
Attachments Notice of Public Hearing - Real Property Objections 2015.pdf

Per our earlier conversation, please find attached a Notice of Public Hearing as it relates to your objection to the Real Property Tax Roll for 2015. If you have any questions, please let me know. Please respond to this email to verify your receipt. Thank you.

LaFrance Boyd, Comptroller
Clay County, MS
P O Box 815
205 Court St
West Point, MS 39773
(662) 494-3124 phone
(662) 492-4059 fax
lboyd@claycounty.ms.gov

CLAY COUNTY CHANCERY CLERK

PAID _____

AMY G BERRY

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RECEIVED BY _____

2015 JUL 31 AM 11:52

CLAY COUNTY
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BY _____ DC

ENVELOPE ENCLOSED

METHOD OF RETURN

ATTORNEY'S MAIL BOX _____

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WILL PICK UP _____

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SCANNED _____

REGULAR BOOK DAY BOOK _____

MARGINAL _____

SECTIONAL _____

CONVERSE & DIRECT _____

MINERAL STAMP

INSTRUMENT RETURNED BY _____

DATE RETURNED _____

JEROME C HAFTER
PARTNER
RESIDENT IN MISSISSIPPI
DIRECT (601) 360-9347
hafterj@phelps.com

July 30, 2015

26324-1

VIA OVERNIGHT DELIVERY

Ms Amy Berry
Clay County Chancery Clerk
205 Court St
West Point, MS 39773

Re Objection to 2015 Ad Valorem Tax Assessment – Point Place Partners, LP d/b/a Point Place Apartments

Dear Ms Berry

Enclosed please find for filing the original and one (1) copy of an Objection to 2015 Tax Assessment of Point Place Partners, LP d/b/a Point Place Apartments, Parcel No 082 A410 B037 0000, located in Clay County

This property consists of affordable rental housing, as defined in Miss Code § 27-35-50(4)(d), which, by law, must be appraised according to the actual net operating income attributable to the property in the immediately preceding year capitalized at a market capitalized rate prescribed by the Mississippi Department of Revenue. Point Place Partners, LP d/b/a Point Place Apartments has submitted the required data on the property’s net operating income and other information relevant to the assessment. However, the assessment has not been made according to the required assessment procedures, as set out in Miss Code § 27-35-50(4)(d) and the regulations of the Mississippi Department of Revenue.

Accordingly, we are filing this Objection to preserve our client’s rights to obtain a correct assessment.

We understand that objections are due to be filed in your office by Monday, August 3, 2015, and that a date, time and place for a hearing on this Objection will be set by the Board of Supervisors at a later time. We request that you inform us as soon as possible in writing of the date, time and place of the hearing on this objection.

I am also sending a copy of the Objection to Paige Lampkin, the Tax Assessor/Collector for Clay County, for her information.

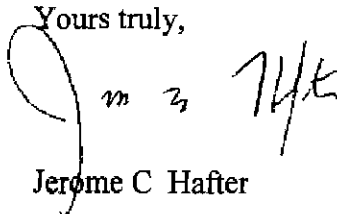
Please stamp the extra copy of the Objection “filed” and return it to me in the enclosed self-addressed, stamped envelope.

— — — — — C O U N S E L O R S A T L A W — — — — —

Ms Amy Berry
Clay County Chancery Clerk
July 30, 2015
Page 2

If you have any questions, please let me know

Yours truly,

m z JCH

Jerome C Hafter

JCH t/s

Enclosures

cc Paige Lampkin, Clay County Tax Assessor
Louis Journey
Tyki Journey

^{Jerry}
~~Jerry~~ Hafter

662-379-0232
(cell)

601-960-9347
(Office)

Jeromehafter@preps.com

Or. ginal

**BEFORE THE BOARD OF SUPERVISORS OF
CLAY COUNTY, MISSISSIPPI**

IN RE POINT PLACE PARTNERS, LP D/B/A POINT PLACE APARTMENTS

OBJECTION TO 2015 TAX ASSESSMENT

Point Place Partners, LP d/b/a Point Place Apartments (the "Taxpayer"), pursuant to the Mississippi Code, particularly §§ 27-35-89 *et seq* , hereby objects to the assessment for the year 2015 of its real property and improvements in Clay County, Mississippi, designated as Parcel No 082 A410 B037 0000 (the "Property") In support of this Objection, the Taxpayer would show the following

1 The Taxpayer is in the business of providing affordable housing to people with low and moderate incomes in Clay County, Mississippi It is able to do so because it participates in a program established pursuant to Federal law, 26 U S C § 42 Its property in Clay County, Mississippi, known as Point Place Apartments, is of a type of affordable rental housing commonly referred to as "Section 42 housing "

2 Miss Code § 27-35-50(4)(d) requires that affordable rental housing, including Section 42 housing, be appraised according to the actual net operating income attributable to the property for the immediately preceding year, capitalized at a market value capitalization rate prescribed by the Mississippi Department of Revenue Miss Code § 27-35-50(4)(d) also requires the Taxpayer, on or before April 1 of each year, to submit an "accurate statement of the actual net operating income attributable to the Property for the immediately preceding year prepared in accordance with generally acceptable accounting principles "

3 In accordance with procedures established by Miss Code § 27-35-50(4)(d) and the Mississippi Department of Revenue, on March 25, 2015, the Taxpayer provided the Clay

County Tax Assessor an accurate statement of the actual net operating income attributable to the Point Place Apartments for the year ended December 31, 2014. This statement of actual net operating income was submitted with a package of supporting documents, which included:

- (a) a calculation of the true value of the Taxpayer's property calculated in accordance with Miss Code § 27-35-50(4)(d),
- (b) a transmittal letter from Louis M. Journey, CPA, Managing Member of Point Place Partners, LP,
- (c) Independent Auditor's Report of Matthews Cutrer and Lindsay, P.A., CPA, dated February 25, 2015, and a Statement of Operations of Point Place Partners, LP d/b/a Point Place Apartments for the year ended December 31, 2014, prepared in accordance with generally accepted accounting principles, and
- (d) the Restrictive Covenants for Housing Tax Credits in accordance with Section 42 of the Internal Revenue Code, recorded in the land records of Clay County, Mississippi, and binding upon the Point Place Apartments, the legal description of which appears in these Restrictive Covenants. The Restrictive Covenants restrict the occupancy and maximum rental rates of the apartments in Point Place Apartments based upon the income of the persons occupying such housing.

A copy of the Taxpayer's submission of the actual net operating income of the Property for the year 2014 and other information and documents was delivered to the Tax Assessor on March 25, 2015. A true and correct copy of the foregoing materials, along with a copy of the delivery confirmation showing the delivery of these documents on March 25, 2015, to Paige Lampkin, Tax Assessor/Collector of Clay County, Mississippi, and an e-mail confirmation of delivery from Paige Lampkin are attached hereto as collective Exhibit A.

4 Valued in accordance with the procedure established under Miss Code § 27-35-50 and by the Department of Revenue, and at the capitalization rate set by the Mississippi Department of Revenue for the year 2015 (which capitalization rate is 9.6%), the correct true value of the Taxpayer's property for tax year 2015 is \$1,045,135

5 On the published rolls, the Clay County Tax Assessor has assessed the Taxpayer's Property at a true value of \$2,635,209, which is far in excess of the true value that should be assigned to the Property consistent with Miss Code § 27-35-50(4)(d)

6 The appraisal of the Taxpayer's real property and improvements by the Clay County Tax Assessor is not in accordance with applicable law. In particular, the valuation was not made in accordance with Miss Code § 27-35-50(4)(d) and the appraisal procedure for affordable rental housing promulgated by the Department of Revenue, because it does not follow the "actual net operating income" method prescribed by law. The appraisal of the Taxpayer's property also violates Article 4, § 112 of the Mississippi Constitution because the "true value" set by the Clay County Tax Assessor exceeds the proper true value of the property as determined by law, because it does not ascertain the true value of the Taxpayer's property by the method prescribed by the Mississippi Legislature and the Department of Revenue, and because it does not assess the Taxpayer's property uniformly and equally with other properties in its class within Clay County or across the State.

7 The Taxpayer reserves the right to amend this Objection to add any other errors committed by the Clay County Tax Assessor in fixing the assessment of the Taxpayer's property or to assert other grounds for relief as may be revealed through investigation and discovery.

WHEREFORE, the Taxpayer respectfully requests that the Clay County Board of Supervisors

- (a) determine the true value of its real property and improvements in Clay County, Parcel No 082 A410 B037 0000, in accordance with Miss Code § 27-35-50(4)(d) and Article 4, § 112 of the Mississippi Constitution to be not more than \$1,045,135,
- (b) set a hearing date which will provide sufficient time for the Taxpayer to compile information relating to the Taxpayer's 2015 assessment and this Objection as provided for in Miss Code § 27-35-89(2), and
- (c) grant to the Taxpayer appropriate additional relief

RESPECTFULLY SUBMITTED, this the 30th day of July, 2015

POINT PLACE PARTNERS, LP D/B/A
POINT PLACE APARTMENTS

By 

JEROME C HAFTER, MSB #5097
LARRY D MCCARTY, MSB #103949
PHELPS DUNBAR LLP
P O Box 16114
Jackson, MS 39236-6114
Telephone (601) 352-2300
Facsimile (601) 360-9777



Mrs Paige Lamkin
Clay County Tax Assessor/Collector
PO BOX 795
West Point, MS 39773

RE Point Place Apartments, L P Parcel Number
Property Tax Assessment for 2015

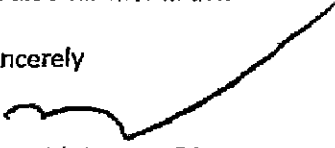
Dear Mrs Lamkin

I am enclosing the 2014 Audited Financial Statement for Point Place Partners, LP d/b/a Point Place Apartments in West Point, Mississippi for valuation of the 2015 Property Taxes according to Mississippi Code Section 27-35-50 Section 42 Housing according to the Income Approach I am also enclosing the Declaration of Land Use Restrictive Covenants for Housing Tax Credits in Accordance with Section 42 of the Internal Revenue Code for Point Place Partners, LP filed in County Records on February 10, 2014 which declares this property as Section 42 Property and states the Rental and other Covenants according to which this property must comply

Point Place Apartments was placed in service the first quarter of 2014

You can contact me at 601-932-1674 (work) or 601-842-1557 (cell) if I can provide you with any additional information

Sincerely


Louis M Jurney CPA
Managing Member
Point Place Partners, LP

3-25-15

Enclosures
2014 Audited Financial Statement
Income Approach Calculations In Determining Property Taxes
Land Use Restrictive Covenants



PO Box 1614 • Brandon, Mississippi 39043-1614
149 Concourse Drive • Pearl, Mississippi 39208 • 601-932 1674 • Fax 601-932 3066

599 C Steed Road
Ridgeland MS 39157
601 898 8875
Fax 601 898 2983

226 East Jefferson Street
Yazoo City MS 39194
662 746 4581
Fax 662 746 5384
www.mclepa.net

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Members of the
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Brett C Matthews CPA
J. Raleigh Cutrer CPA/FSABA
Charles R. Lindsay CPA
Matthew E. Freeland CPA
Kenneth L. Guthrie CPA
A. Joseph Tommasini CPA
Matthew A. Turnage CPA

Michelle R. Stonestreet CPA
William (Bill) McCoy CPA
Kumlerly L. Hardy CPA/CFE
Lisa H. Hammarstrom CPA
Matthew C. Thiel CPA
Tammy Burney Ray CPA



MATTHEWS
CUTRER and
LINDSAY, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Partners of Point Place Partners, L.P.

Report on the Financial Statements

We have audited the accompanying financial statements of Point Place Partners, L.P., which comprise the balance sheets as of December 31, 2014 and 2013, and the related statements of operations, changes in partner's capital, and cash flows for the year ended December 31, 2014 and the period from May 9, 2013 through December 31, 2013, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Point Place Partners, L P as of December 31, 2014 and 2013, and the related statements of operations, changes in partner's capital, and cash flows for the year ended December 31 2014 and the period from May 9, 2013 through December 31, 2013 in accordance with accounting principles generally accepted in the United States of America

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of administrative and maintenance expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

February 25, 2015

Mathias, Carter & Lindberg, P.A.

POINT PLACE PARTNERS L P
POINT PLACE APARTMENTS

BALANCE SHEETS
AT DECEMBER 31, 2014 AND 2013

	2014	2013
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,550	\$ 3,815
Accounts receivable - tenants	538	-
Prepaid expenses	2,937	1,500
Total current assets	<u>\$ 6,025</u>	<u>5,315</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Tenant security deposits	10,500	-
Real estate tax and insurance escrow	30,650	-
Replacement reserve escrow	13,698	-
Operating reserve	98,359	-
Owner subsidy	50,650	-
	<u>203,857</u>	<u>-</u>
RENTAL PROPERTY - AT COST		
Land	31,150	29,150
Buildings and equipment	6,402,550	4,853,749
	6,433,700	4,882,899
Less accumulated depreciation	181,483	-
	<u>6,252,217</u>	<u>4,882,899</u>
OTHER ASSETS		
Intangible assets, net of accumulated amortization	237,702	253,173
Utility deposits	2,850	-
	<u>240,552</u>	<u>253,173</u>
	<u>\$ 6,702,651</u>	<u>\$ 5,141,387</u>
<u>LIABILITIES AND PARTNERS' CAPITAL</u>		
CURRENT LIABILITIES		
Accounts payable - trade	\$ 1,840	\$ 588,674
Accrued expenses	1,812	-
Construction cost payable	-	179,408
Accrued interest	2,583	-
Prepaid rent	516	-
Due to related parties	17,326	821,778
Construction loan payable	502,556	337,864
Total current liabilities	<u>526,633</u>	<u>1,927,724</u>
DEPOSIT AND PREPAYMENT LIABILITIES		
Tenant security deposits	10,250	-
PARTNERS' CAPITAL		
	<u>6,165,768</u>	<u>3,213,663</u>
	<u>\$ 6,702,651</u>	<u>\$ 5,141,387</u>

See Notes to Financial Statements

POINT PLACE PARTNERS L P
POINT PLACE APARTMENTS

STATEMENTS OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

	2014	2013
REVENUE		
Rents	\$ 218,508	\$ -
Late fees deposit forfeitures other fees	9,211	-
	227,719	-
EXPENSES		
Renting	4,603	-
Administrative	88,202	3,000
Operating	6,973	-
Maintenance	20,413	3,154
Taxes	2,330	-
Insurance	4,865	-
	127,386	6,154
Net income (loss) from operations	100,333	(6,154)
Interest	23,314	-
Amortization	15,471	-
Depreciation	181,483	-
Loss from rental operations	(119,935)	(6,154)
Partnership expenses		
Asset management expense	2,263	3,500
Net loss	\$ (122,198)	\$ (9,654)

See Notes to Financial Statements

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

STATEMENTS OF PARTNERS' CAPITAL
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9 2013 THROUGH DECEMBER 31, 2013

	Total	General Partner	Limited Partner
Partners' capital, May 9 2013	\$ -	\$ -	\$ -
Capital contributions	3,223,317	100	3,223,217
Net loss	(9,654)	(1)	(9,653)
Partners' capital (deficit), January 1 2014	3,213,663	99	3,213,564
Capital contributions	3,083,653	-	3,083,653
Distributions - owner subsidy	(9,350)	-	(9,350)
Net loss	(122,198)	(12)	(122,186)
Partners' capital December 31, 2014	\$6,165,768	\$ 87	\$6,165,681

See Notes to Financial Statements

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

	2014	2013
Cash flow from operating activities		
Net loss	\$ (122,198)	\$ (9,654)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities provided by operating activities		
Depreciation and amortization	196,954	-
Increase in accounts receivable	(538)	-
Increase in prepaid expenses	(1,437)	(1,500)
Increase in tax and insurance escrows	(30,650)	-
Increase in utility deposits	(2,850)	-
Increase (decrease) in accounts payable	(586,834)	588,674
Decrease in tenant security deposits	(250)	-
Increase in accrued expenses	4,395	3,500
Increase (decrease) in prepaid rent	516	-
Net cash provided by (used in) operating activities	\$ (542,892)	581,020
Cash flow from investing activities		
Project improvements	(1,730,209)	(3,735,544)
Deposits to replacement reserve escrow	(13,698)	-
Net deposits to Operating Reserve	(98,359)	-
Net withdrawals (deposits) to Owner Subsidy	(50,650)	-
Development fees paid	(804,452)	(100,000)
Net cash used in investing activities	(2,697,368)	(3,835,544)
Cash flow from financing activities		
Proceeds from construction loan	164,692	337,864
Loan fees paid	-	(302,842)
Capital contributions	3,083,653	3,223,317
Distributions	(9,350)	-
Net cash provided by financing activities	3,238,995	3,258,339
Net increase (decrease) in cash and cash equivalents	(1,265)	3,815
Cash and cash equivalents, beginning of year	3,815	-
Cash and cash equivalents, end of year	\$ 2,550	\$ 3,815
Supplemental disclosures of cash flow information		
Cash paid during the year for		
Interest capitalized into basis of building	\$ 16,393	\$ -
Interest expense	\$ 20,731	\$ -

See Notes to Financial Statements

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Point Place Partners L P was organized in 2013 as a limited partnership to develop construct own, maintain and operate a 40-unit rental housing project. The project is located in the city of West Point, Mississippi and is currently known as Point Place Apartments. The major activities of the partnership are governed by the partnership agreement.

Basis of Accounting

The financial statements of the partnership are prepared on the accrual basis of accounting and in accordance with accounting principles generally accepted in the United States of America.

Capitalization and Depreciation

Fixed assets are recorded at cost. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives using the straight-line method. Land improvements are capitalized while expenditures for maintenance and repairs are charged to expense as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related costs and accumulated depreciation. The resulting gains and losses are reflected in the statement of operations.

Fixed Assets

Fixed assets are recorded at cost. Depreciation is recorded under the straight-line method.

Fixed assets consist of

	Life in years	2014	2013
Land	-	\$ 31,150	\$ 29,150
Buildings	40	5,233,771	4,801,241
Land improvements	20	834,955	-
Furniture & equipment	10	333,824	52,508
		6,433,700	4,882,899
Less accumulated depreciation		(181,483)	-
		<u>\$ 6,252,217</u>	<u>\$ 4,882,899</u>

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9 2013 THROUGH DECEMBER 31, 2013

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
- Continued

Intangible Assets

The partnership has the following amounts related to intangible assets

	Gross Carrying Amount	Accumulated Amortization	
		2014	2013
Tax Credit Fees	\$ 188,550	\$ 11,522	\$ -
Closing cost	64,623	3,949	-
	<u>\$ 253,173</u>	<u>\$ 15,471</u>	<u>\$ -</u>

Tax credit fees are amortized over the 15-year compliance period. Loan fees are amortized over the 15-year life of the mortgage loan.

For the year ending December 31,		
	2015	\$ 16,878
	2016	16,878
	2017	16,878
	2018	16,878
	2019	16,878

The following table represents the total estimated amortization of intangible assets for the five succeeding years:

Impairment of Long-Lived Assets

The partnership reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If the long-lived asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount exceeds the fair value as determined from an appraisal, discounted cash flow analysis, or other valuation technique. There were no impairment losses recognized during 2014 and 2013.

POINT PLACE PARTNERS L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31 2013

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
- Continued

Income Taxes

The partnership is not a taxpaying entity for federal or state income tax purposes, accordingly, a provision for income taxes has not been recorded in the accompanying financial statements. Partnership income or losses are reflected in the partners' individual or corporate income tax returns in accordance with their ownership percentages. Information returns are open to examination by taxing authorities for the current year of these financial statements and the three preceding years. The partnership reviews its tax positions annually.

Revenue Recognition

Rents are recognized as monthly amounts become due. Rental payments received in advance are deferred until earned. All leases between the partnership and the tenants of the property are operating leases. Other revenue results from fees for late payments, cleaning, damages, and laundry facilities and is recorded when earned.

Advertising

Advertising costs are expensed as incurred.

Evaluation of Subsequent Events

In accordance with ASC 855, the partnership evaluated subsequent events through, February 25, 2015, the date these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

Trade Accounts Receivable and Bad Debts

Trade accounts receivable are stated at the amount the partnership expects to collect. The partnership has elected to record bad debts using the direct write-off method. Generally accepted accounting principles require that the allowance method be used to recognize bad debts, however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method. Management considers the following factors when determining the collectability of specific customer accounts: tenant credit-worthiness, past transaction history with the tenant, current economic industry trends, and changes in tenant payment terms. Past due balances over 90 days and other higher risk amounts are reviewed individually for collectability.

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
- Continued

Economic Concentration

The partnership operates one apartment complex in Alexandria, Louisiana. Future operations could be affected by economic changes or other conditions in that geographic area or by changes in federal low-income housing subsidies or the demand for such housing.

Cash and Cash Equivalents

Cash and cash equivalents include all cash balances and highly liquid investments with a maturity of three months or less. Restricted cash is not considered cash equivalents.

Concentration of Credit Risk

The partnership places its temporary cash investments with high credit quality financial institutions. At times, the account balances may exceed the institution's federally insured limits. The partnership has not experienced any losses in such accounts.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at financial statement date, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE B – PARTNERS CAPITAL CONTRIBUTION

Point Place Partners, L P has one general partner, Flight Eleven LLC, with a 0.01% ownership interest and one limited partner, AHP Housing Fund 24, LLC with a 99.99% ownership interest. Total investor contributions in accordance with the partnership agreement are \$6,306,970. As of December 31, 2014, the entire amount had been contributed.

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE C – MORTGAGE LOAN PAYABLE

The partnership has a non-recourse promissory note payable to BankFirst Financial Services dated May 9, 2013 in the original amount of \$575,000. The note bears interest at an annual rate of 6% prior to the conversion date and from and after the conversion date an annual rate of 7%. Beginning June 15, 2013, the borrower shall make monthly payments of interest only. From and after the conversion date the borrower shall make monthly payments of interest plus principal payments based upon a 30 year amortization of the loan. The conversion date is the earlier of May 9, 2015, or the date the final certificates of occupancy have been issued for 90% of the units in the Project. The note matures May 9, 2030. The balance on the note at December 31, 2014 was \$502,556.

NOTE D – REPLACEMENT RESERVE

In accordance with the partnership agreement, a reserve for replacements is to be funded \$12,000 annually, beginning with the completion of the project. The required funding level of the replacement reserve account is to be increased by 3% per year. Withdrawals from the reserve for replacements may be made with the approval of the investor limited partner to be used for repairs as outlined in the partnership agreement.

NOTE E - TRANSACTIONS WITH AFFILIATES AND RELATED PARTIES

Development Fee

The partnership has incurred a development fee of \$918,278 payable to New Horizon Development, LLC, an affiliate of the general partner, for services rendered to the partnership for overseeing the construction of the project. At December 31, 2014, \$904,452 of this fee has been paid. The development fee has been capitalized into the basis of the building.

Asset Management Fee

Beginning in 2013, the partnership shall pay, as an operational expense of the partnership, an annual fee of \$3,500 (the "Asset Management Fee") to an affiliate of the investor limited partners for providing technical, monitoring and other services rendered pursuant to the compliance monitoring agreement. Such fee shall be due and payable 90 days after the end of the fiscal year. In the event the partnership lacks sufficient cash flow to pay this fee, the portion of the accrued Asset Management Fee shall be deferred until the next payment date or other date on which payment of the Asset Management Fee is due. Interest shall accrue on any portion of the Asset Management Fee on which payment has been deferred at an annual rate of 12%, compounded annually. With respect to any Fiscal Year which is less than a full Fiscal Year or during which the Asset Management Fee does not accrue for the entire Fiscal Year, the amount of the Asset Management Fee shall be prorated.

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE E - TRANSACTIONS WITH AFFILIATES AND RELATED PARTIES - Continued

General Partner's Operating Deficit Guaranty

Under the terms of the partnership agreement, if, at any time during the period commencing on the achievement of Stabilization and ending on the fifth anniversary of the achievement of Stabilization (the "Initial Period"), an Operating Deficit shall exist, Point Place GP shall make a loan to the Partnership (an "Operating Deficit Loan") as shall be necessary to pay such Operating Deficit(s), provided, however, that Point Place GP shall not be obligated to make an Operating Deficit Loan if and to the extent such loan would cause the aggregate amount of all Operating Deficit Loans then outstanding to exceed \$120,000

Management Fee

The property management is handled by New Horizon Management, LLC, for which they are paid a fee to 6% of gross operating revenues

Amounts Due to Related Parties

	2014	2013
Development fees	\$ 13,826	\$ 818,278
Limited partner - asset management fee	3,500	3,500
	\$ 17,326	\$ 821,778

NOTE F- DIFFERENCES IN FINANCIAL STATEMENT AND TAX RETURN NET LOSS

A reconciliation of financial statement net loss to ordinary loss of the partnership as reported in the partnership's information return, for the years ended December 31 2014 and 2013 is as follows

	2014	2013
Financial statement net loss	\$ (122,198)	\$ (9 654)
Adjustments		
Differences in depreciation methods	(632,786)	-
Prepaid rent	516	-
Ordinary income as shown on information return	\$ (754 468)	\$ (9 654)

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE G – LOW-INCOME HOUSING TAX CREDITS

The partnership expects to generate an aggregate of \$7,500,000 of low-income housing tax credits ("Tax Credits") Generally, such Tax Credits are expected to become available for use by its partner's pro-rata over a ten-year period To qualify for the tax credits, the partnership must meet certain requirements, including attaining a qualified eligible basis sufficient to support the allocation and renting the Project pursuant to Internal Revenue Code Section 42 ("Section 42") which regulates the use of the Project as to occupant eligibility and unit gross rent Failure to maintain compliance with occupant eligibility, and/or unit gross rent, or to correct non-compliance within a specific time period, could result in recapture of previously taken Tax Credits plus interest In addition, such potential non-compliance may require an adjustment to the contributed capital by the investor limited partner In addition, the partnership executed a land use restriction which requires the property to be in compliance with Section 42 for a minimum of 30 years Because the Tax Credits are subject to complying with certain requirements, there can be no assurance that the aggregate amount of Tax Credits will be realized and failure to meet all such requirements may result in generating a lesser amount of Tax Credits than the expected amount

As of December 31, 2014 and 2013, the cumulative amount of Tax Credits generated by the partnership were \$654,015 and \$-, respectively

The partnership anticipates generating Tax Credits as follows

Years Ending December 31,	
2015	\$ 750 000
2016	750 000
2017	750 000
2018	750 000
2019	750,000
Thereafter	<u>3,095,985</u>
	<u>\$6,845 985</u>

NOTE H – RECLASSIFICATIONS

Certain amounts in the 2013 financial statements have been reclassified for comparative purposes to conform to the 2014 presentation

SUPPLEMENTAL INFORMATION

14

399

POINT PLACE PARTNERS L P
POINT PLACE APARTMENTS

SUPPLEMENTAL INFORMATION
SCHEDULE OF RENTING, ADMINISTRATIVE, OPERATING, MAINTENANCE,
TAXES, INSURANCE AND INTEREST EXPENSE
FOR THE YEAR ENDED DECEMBER 31 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

	2014	2013
Renting		
Advertising	\$ 2,763	\$ -
Resident appreciation	246	-
Credit checks	1,594	-
	\$ 4,603	\$ -
Administrative expenses		
Manager salaries	\$ 22,364	\$ -
Management fee	17,814	3,000
Accounting and audit	5,300	-
Legal	1,641	-
Telephone and answering service	6,459	-
Bad debts	4,487	-
Miscellaneous	30,137	-
	\$ 88,202	\$ 3,000
Operating expenses		
Electricity	\$ 3,491	\$ -
Garbage and trash removal	1,014	-
Water	1,023	-
Security	1,223	-
Miscellaneous	222	-
	\$ 6,973	\$ -
Maintenance expenses		
Grounds maintenance	\$ 7,800	\$ -
General maintenance and repair	4,110	3,154
Payroll	8,503	-
	\$ 20,413	\$ 3,154
Taxes		
Payroll taxes	\$ 2,330	\$ -
Insurance		
Workers' compensation	\$ 254	\$ -
Group insurance	4,611	-
	\$ 4,865	\$ -
Interest		
Interest on mortgages	\$ 23,314	\$ -

Prepared by, and after recording, return to
Wendy Thompson (MS Bar # 9597)
4268 I-55 North
Jackson, MS 39211

Indexing Instructions
SE 1/4 of Section 10,
Township 17S, Range 6E,
Clay County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR HOUSING TAX CREDITS
IN ACCORDANCE WITH SECTION 42 OF THE INTERNAL REVENUE CODE

PARTIES TO THIS AGREEMENT

Point Place Partners, LP
149 Concourse Drive
Pearl, MS 39208
Phone 601-932-1674

Mississippi Home Corporation
735 Riverside Drive
Jackson, Mississippi 39202
Phone 601-718-4642

0708

**DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR HOUSING TAX CREDITS
IN ACCORDANCE WITH SECTION 42 OF THE INTERNAL REVENUE CODE**

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR HOUSING TAX CREDITS (this "Agreement"), and between Point Place Partners, LP (the "Owner"), and the Mississippi Home Corporation (MHC) an instrumentality of the State of Mississippi.

WITNESSETH

WHEREAS, the Owner is or shall be the owner of a rental housing development located on lands in the City/Town/County of West Point/Clay, State of Mississippi, more particularly described in Exhibit A hereto, known as or to be known as Point Place Apartments (the "Development"), and

WHEREAS, MHC has been designated by the Governor of the State of Mississippi as the housing agency for the State of Mississippi for the allocation of Housing Tax Credit dollars (the "Credit"), and

WHEREAS, the Owner has represented to MHC in Owner's Housing Tax Credit Application dated 4/29/2012, (the "Application") the Owner irrevocably elected one of the minimum set-aside requirements

- () At least 20% of the rental residential units in this development are rent restricted and to be occupied by individuals whose income is 50% or less of the area median gross income
- (X) At least 40% of the rental residential units in this development are rent restricted and to be occupied by individuals whose income is 60% or less of the area median gross income
- () Deep rent skewing option as defined in Section 42

WHEREAS, the Owner has represented to MHC in the Application that it will covenant to maintain the Section 42 rent and income restrictions for a minimum period of 25 years after the close of the initial 15 year compliance period; and

WHEREAS, Section 42 requires, as a condition precedent to the allocation of the Credit, that the Owner and MHC execute, deliver and record this Agreement in the real estate records of the Probate Office of the county in which the Development is located in order to create certain covenants running with the Development for the purpose of enforcing the requirements of Section 42 and MHC occupancy restrictions found in Section 5 hereof by regulating and restricting the use and occupancy and transfer of the Development as set forth herein, and

WHEREAS, the Owner, by this Agreement, declares and covenants that the restrictive covenants set forth herein governing the use, occupancy and transfer of the Development shall be and are covenants running with the Development for the term stated herein and are binding upon all subsequent owners of the Development for such term, and are not merely personal covenants of the Owner

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Owner and MHC agree as follows

SECTION 1 - DEFINITIONS

All words and phrases defined in Section 42 and by Treasury or HUD regulations pertaining thereto and/or promulgated thereunder shall have the same meanings in this Agreement

SECTION 2 - RECORDING AND FILING, COVENANTS TO RUN WITH THE DEVELOPMENT

- (a) Upon execution and delivery by the parties hereto, the Owner shall cause this Agreement and all amendments hereto to be recorded and filed in the real estate records in the Probate Office of the county in which the Development is located, and shall pay all fees and charges incurred in connection therewith. Prior to recording, the Owner shall provide MHC with an executed copy of this Agreement. Upon recording, the Owner shall provide MHC with the executed original of the recorded Agreement showing the Probate Office's time and date stamp and all pertinent recording data
- (b) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Development that, during the term of this Agreement, this Agreement and the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Development (i) shall be and are covenants running with the Development, encumbering the Development for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Development or of any part thereof, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner (and benefits shall inure to MHC and any past, present or prospective tenant of the Development) and its respective successors and assigns during the term of this Agreement. The Owner and MHC hereby agree that any and all requirements of the laws of the State of Mississippi to be satisfied in order for the provisions of this Agreement to constitute valid, binding and enforceable restrictive covenants running with the Development shall be deemed to be satisfied in full, or, in the alternative, that an equitable servitude has been created to insure that these restrictions run with the Development. For the longer of the period the Credit is claimed or the term of this Agreement, each and every mortgage, lease deed or other instrument hereafter executed conveying or encumbering the Development or

any portion thereof shall expressly provide that such conveyance or encumbrance is subject to this Agreement, provided, however; the covenants contained herein shall survive and be effective regardless of whether such mortgage, lease, deed or other instrument hereafter executed conveying or encumbering the Development or any portion thereof provides that such conveyance is subject to this Agreement

SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

The Owner hereby represents, covenants and warrants to MHC that, unless otherwise noted, on or before the date this agreement is recorded

- (a) The Owner (i) is a partnership or corporation duly organized, existing and in good standing under the laws of the State of Mississippi and is qualified to transact business under the laws of the State of Mississippi, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution, delivery and performance of this Agreement by the Owner (i) will not violate any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature
- (c) The Owner has good and marketable title to the Development free and clear of lien or encumbrance except this Agreement and the matters shown in the Application.
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or affecting the Owner or the Development, or any of the Owner's properties or rights, which, if adversely determined, would materially impair the Owner's right to carry on business substantially as now conducted (and as contemplated by this Agreement) or which would materially and adversely affect its financial condition or which would impair the use of the Development as contemplated by this Agreement.
- (e) The Development constitutes or will constitute a qualified low-income building or qualified low income Development, as applicable, as defined in Section 42 and applicable regulations
- (f) Each unit in the Development contains or will contain upon completion of construction, complete facilities for living, sleeping, eating, cooking and sanitation (unless the Development qualifies as a single-room occupancy Development or transitional housing for the homeless) which are to be used on other than a transient basis

- (g) During the term of this Agreement, all units subject to the Credit shall be leased and rented or made available to members of the general public who qualify as Tenants (or otherwise qualify for occupancy of the units) under the applicable election specified in Section 42 (g)
- (h) In accordance with Section 42(h)(6)(b)(iv) the Owner shall not refuse to lease a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder
- (i) During the term of this Agreement, each low-income unit will remain suitable for occupancy and will be used other than on a transient basis
- (j) Subject to the requirements of Section 42, the regulations promulgated thereunder and this Agreement, the Owner may sell, transfer or exchange the entire Development at any time after the Development has been placed in service, but the Owner shall, as a condition precedent to such sale, transfer or exchange, obtain and deliver to MHC the written agreement of any buyer or other party acquiring the Development or any interest therein that such acquisition is subject to this Agreement, Section 42 and applicable regulations. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Development or any low-income portion of the Development. Even if such buyer or other person acquiring the Development or any interest therein fails or refuses to provide such written agreement, such acquisition (and all subsequent acquisitions which occur during the term of this Agreement) shall be subject to this Agreement, Section 42 and the applicable regulations
- (k) The Owner agrees to notify MHC in writing at least thirty (30) days in advance of any sale, transfer or exchange of the entire Development or any low income portion of the Development. Within thirty (30) days of the closing of such sale, transfer or exchange, the Owner shall provide MHC a complete copy of all the closing documents (with evidence of recording satisfactory to MHC on all recorded documents)
- (l) In accordance with section 42(h)(6)(b)(iii) the Owner shall not dispose to any person any portion of the building to which such Agreement applies unless all of the building to which such Agreement applies is disposed of to such person
- (m) The Owner shall not demolish any part of the Development or substantially subtract from any real or personal property of the Development or permit the use of any residential rental unit for any purpose other than rental housing during the term of this Agreement unless required by law
- (n) If the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Owner will use its best efforts to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement

0712

5

- (o) The Owner has not executed, and will not execute, any other agreement with provisions contradictory to, or in opposition to this Agreement. This Agreement is paramount and controlling as to the rights and obligations herein set forth and supersedes any other requirements in conflict herewith.
- (p) The owner shall not evict or terminate the tenancy of an existing tenant of any unit other than for good cause and shall not increase the gross rent above the maximum allowed under the Code with respect to such unit during the extended use period

SECTION 4 - INCOME RESTRICTIONS, RENTAL RESTRICTIONS

The Owner represents warrants and covenants to MHC throughout the term of this Agreement and in order to satisfy the requirements of Section 42 of the Code ("Section 42 Occupancy Restriction") that in addition to the election of the minimum set-aside requirements the Owner further agreed to set-aside the following

(Please check the applicable percentage election)

- (a) (1)_____ At least 40% of the residential units in the Development are both rent-restricted and occupied by individuals whose income is 50% or less of area median income for forty years or longer
 - (2)_____ At least 40% of the residential units in the Development are both rent-restricted and occupied by individuals whose income is 60% or less of area median income for forty years or longer
 - (3) X_____ At least 20% of the residential units in the Development are both rent-restricted and occupied by individuals whose income is 50% or less of area median income for forty years or longer
 - (4)_____ At least 20% to 39% of the residential units in the Development are both rent-restricted and occupied by individuals whose income is 50% or less of area median income for forty years or longer
 - (5)_____ For HOME Developments, 40% of the residential units in the Development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income
- (b) The determination of whether a tenant meets the requirement shall be made by the Owner at least annually on the basis of the current income of such Tenant.

0713

SECTION 5 - MHC EXTENDED OCCUPANCY RESTRICTIONS

This Section is intended to make enforceable those extended use covenants which the Owner represented to MHC in its Application

The Owner represents, warrants and covenants to MHC throughout the term of this Agreement that

(Check if applicable)

X The Owner will agree to extend the Section 42 income and rental restrictions for 25 additional years after the close of the initial 15 year compliance period, thus postponing the Owner's option to terminate this Agreement as set out in Section 6 (c) of this Agreement for such additional 25 years

SECTION 6 - TERM OF AGREEMENT

- (a) Except as hereinafter provided, this Agreement shall commence with the first day on which any building which is part of the Development is placed in service as housing and shall end on the date which is 40 years after such commencement date
- (b) In addition to subsection (a) above, the Owner shall comply with the requirements of Section 42, the regulations thereunder and this Agreement for an additional 25 years after the close of the initial 15 year compliance period, unless the Development is acquired by foreclosure or instrument in lieu of foreclosure.
- (c) Notwithstanding subsection (b) above, the Owner may request to terminate this Agreement by notifying MHC by registered mail. This written request for termination may be submitted any time after the end of the 14th year of the compliance period, unless the Owner agrees to extend the rental restrictions as specified above any time beginning one year before the completion of the additional period of rental restrictions agreed upon in Section 5

From the date of receipt of the request to terminate, MHC has a one year period to find a buyer willing to purchase the property and maintain the use. The price of the property is predetermined by the formula price outlined in Section 42

If the Owner executes the request to terminate and MHC is unable to locate a buyer during the aforesaid one year period, for a period of three years following the termination of the extended use requirement, the Owner shall not evict or terminate the tenancy of an existing tenant of any unit other than for good cause and shall not increase the gross rent above the maximum allowed under the Code with respect to such unit.

0714

7

SECTION 7- ENFORCEMENT OF OCCUPANCY RESTRICTIONS

- (a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of MHC, to inspect any books and records of the Owner regarding the Development with respect to the incomes of Tenants which pertain to compliance with the occupancy restrictions specified in this Agreement.
- (b) The Owner shall submit any other information, documents or certifications requested by MHC which MHC shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of the occupancy restrictions specified in this Agreement.

SECTION 8 - ENFORCEMENT OF SECTION 42 OCCUPANCY RESTRICTIONS

- (a) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42, applicable regulations or this Agreement. Moreover, the Owner covenants to take any lawful action (including amendment of this Agreement as may be necessary, in the opinion of MHC) to comply with the Code and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of Housing and Urban Development from time to time pertaining to Owner's obligations under Section 42 and affecting the Development.
- (b) The owner agrees that for each taxable year in the Extended Use Period, the Applicable Fraction as defined in Section 42(c)(1) of the Code (i.e., the percentage of low-income units) shall not be less than 100%.
- (c) The Owner and MHC each acknowledge that the primary purpose for requiring compliance by the Owner with the restrictions provided in this Agreement is to assure compliance of the Development and the Owner with Section 42 of the Code and the applicable regulations, and by reason thereof, the owner in consideration for receiving housing credits for this Development hereby agrees and consents that MHC and any individual who meets the income limitation applicable under Section 42 (whether prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the owner of its obligations under this agreement in a state or federal court of competent jurisdiction. The Owner hereby further specifically acknowledges that the beneficiaries of the owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.
- (d) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by MHC and all persons interested in Development compliance under Section 42, this Agreement and the applicable regulations.

8, 0715

- (e) The Owner agrees that, if at any point following execution of this Agreement, Section 42 or regulations implementing said Section 42 require MHC to monitor the Section 42 occupancy restrictions, or, alternatively, MHC chooses to monitor Section 42 occupancy restrictions or MHC occupancy restrictions, the Owner will take any and all actions reasonably necessary and required by MHC to substantiate the Owner's compliance with the Section 42 occupancy restrictions or MHC occupancy restrictions and will pay a reasonable fee to MHC for such monitoring activities performed by MHC

SECTION 9 - NONPROFITS

- () The Owner has represented to MHC that it is a nonprofit entity with (501)(c)(3) status as designated by the Internal Revenue Service
- () The Owner has represented to MHC that it is a nonprofit entity and received tax credits from the Nonprofit Set-Aside

This Nonprofit Set-Aside is restricted to "qualified nonprofit organizations" that has received (501)(c)(3) status from the Internal Revenue Service and who owns directly or indirectly a fifty one percent (51%) interest in the development throughout the compliance period

SECTION 10 - SINGLE FAMILY LEASE PURCHASE DEVELOPMENTS

- () The owner has represented that it intends to offer the tenants the option to purchase a particular unit for homeownership at the end of the initial 15 year compliance period

(a) Right of First Refusal Notwithstanding anything contained herein to the contrary, in the event that a tenant of a unit in the Development exercises a right of first refusal granted by the Owner, then this Agreement shall be eligible for termination as to that particular unit in the Development. Upon the exercise by the tenant of such right of first refusal, Owner and MHC agree to execute a release and/or cancellation of this Agreement as to such unit. However, in no event shall the Owner grant to a tenant a right of first refusal which may be exercised prior to the close of the initial 15 year compliance period. MHC acknowledges that this Agreement satisfies the requirements imposed by Section 42(h)(6) of the Internal Revenue Code even though it provides for termination after the compliance period upon the exercise by a tenant of a right of first refusal to purchase a low-income unit. This section shall be construed in accordance with Section 42(i)(7) of the Internal Revenue Code and all applicable Revenue Rulings issued by the Internal Revenue Service

If a tenant does not exercise the right of first refusal for a unit, the income and rent restrictions will remain in place for the remaining term of this Agreement

0716

9

SECTION 11 - MISCELLANEOUS

- (a) Severability The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof
- (b) Notices All notices to be given pursuant to this Agreement shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing

TO THE AUTHORITY

Mississippi Home Corporation
P O Box 23369
Jackson, MS 39225-3369

TO THE OWNER

Point Place Partners, LP
149 Concourse Drive
Pearl, MS 39208

MHC, and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent

- (c) Amendment The Owner agrees that it will take all actions necessary to effect amendment of this Agreement as may be necessary to comply with Section 42 (or any other applicable provisions of the Internal Revenue Code of 1986), any and all applicable rules, regulations, policies, procedures, and rulings or other official statements pertaining to the Credit.
- (d) Subordination of Agreement This Agreement and the restrictions hereunder are subordinate to the loan and loan documents, if any, on the Development except insofar as Section 42 of the Code requires otherwise
- (e) Governing Law This Agreement shall be governed by the laws of the State of Mississippi and, where applicable, the laws of the United States of America
- (f) Survival of Obligations The obligations of the Owner as set forth herein and in the Application shall survive the allocation of the Credit and shall not be deemed to terminate or

10 0717

merge with the awarding of the allocation.

- (g) Recovery of Attorney's Fees If MHC shall incur legal fees or other expenses in enforcing its rights and/or remedies, or the Owner's obligation, under this Agreement the Owner shall reimburse MHC for those fees and other expenses within ten (10) days of receipt of written demand therefore
- (h) Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the successors and assigns of MHC and the successors and assigns of Owner

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0718

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives, as of the month, day, and year last written below

Point Place Partners, LP
Owner

By Louis Turner
Its Managing Member

STATE OF Mississippi

COUNTY OF Rankin

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Louis Turner, whose name as Managing Member of Point Place Partners, LP, a Owner is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such document, he as such officer and with full authority, executed the same voluntarily for and on behalf of said owner

Given under my hand and official seal this 24th day of October, 2012

[SEAL]

Rebecca Collis
Notary Public
My Commission Expires 2-13-16

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 88538
REBECCA COLLINS
Commission Expires
Feb 13 2016
RANKIN COUNTY

0719

MISSISSIPPI HOME CORPORATION

By Katrina Clee
Its Vice President of Tax Credits

STATE OF MISSISSIPPI

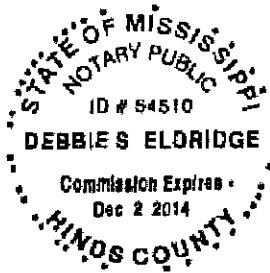
COUNTY OF HINDS

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that KATRINA CLEE, whose name as Vice President of Tax Credits of the Mississippi Home Corporation, an instrumentality of the State of Mississippi, has signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such document, she as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this 9 day of NOVEMBER, 2012

[SEAL]

Debbie Eldridge
Notary Public
My Commission Expires



0720

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

FROM THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE HUNDRED FORTY ONE (141) ACCORDING TO THE A L GOODMAN MAP OF THE CITY OF WEST POINT, MISSISSIPPI, RUN SOUTH 88 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH RIGHT-OF WAY LINE OF BUGG STREET A DISTANCE OF 277 40 FEET TO THE WEST RIGHT OF-WAY LINE OF FOREST STREET, THENCE SOUTH 0 DEGREES 46 MINUTES 00 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF FOREST STREET A DISTANCE OF 442 60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0 DEGREES 46 MINUTES 00 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF FOREST STREET A DISTANCE OF 374 90 FEET, THENCE NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST A DISTANCE OF 139.80 FEET, THENCE SOUTH 34 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 334 50 FEET, THENCE NORTH 0 DEGREES 14 MINUTES 00 SECONDS WEST A DISTANCE OF 39 40 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 40 00 FEET, THENCE NORTH 0 DEGREES 14 MINUTES 00 SECONDS WEST A DISTANCE OF 133 80 FEET, THENCE NORTH 88 DEGREES 41 MINUTES 00 SECONDS WEST A DISTANCE OF 80 00 FEET, THENCE NORTH 0 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 465 40 FEET, THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS EAST A DISTANCE OF 450 00 FEET TO THE POINT OF BEGINNING

SAID PARCEL IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 6 EAST, CLAY COUNTY, MISSISSIPPI AND CONTAINS 4 84 ACRES, MORE OR LESS, AND LOCATED PARTLY IN LOT ONE (1) BLOCK ONE HUNDRED FORTY ONE (141) AND PARTLY IN LOT THREE (3), BLOCK ONE HUNDRED THREE (103) OF THE CITY OF WEST POINT, CLAY COUNTY, MISSISSIPPI

C721

THIS 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 6 day of Feb 20 14 at 11:41 o'clock A M and the same was duly recorded in Vol Record 459 Page 708, on this 6 day of Feb 20 14

Under my hand and seal of office at West Point, Mississippi

By Amy G Berry
AMY G BERRY, Chancery Clerk

POINT PLACE PROPERTY TAX COMPUTATIONS 2015

7700 NET INCOME (LOSS)	100,333 00
Asset Management Expense	0 00
Capitalization Rate	9 6%
Indicated Value from Income Approach <small>((NET INCOME-ASSET MANAGEMENT EXPENSE) / CAP RATE)</small>	1,045,135
Expected Assessed Value <small>(INDICATED VALUE FROM INCOME APPROACH*0 15)</small>	156,770
2014 Millage Rate	144 15
Estimated 2014 Real Property Tax <small>(EXPECTED ASSESSED VALUE/1000)*MILLAGE RATE</small>	\$ 22,598



I, Paige Lamkin, received the property tax packets on this day 3-25-15 (date) for the following Section 42 properties for

Property Names Point Place Apartments

Delivered by Kesha Trions on this day 3-25-15 given to, Paige Lamkin (name of person whom received packet)

PO Box 1614 Brandon, Mississippi 39043 1614
149 Concourse Drive Pearl, Mississippi 39208 • 601 932 1674 Fax 601 932 3066

From Paige Lamkin [<mailto:plamkin@claycounty.ms.gov>]
Sent Tuesday, March 24, 2015 2:16 PM
To Tyki Journey
Subject RE: Property Tax Packet for Point Place Apartments

Thanks!!!

From Tyki Journey [<mailto:tyki@newhorzongroup.com>]
Sent Tuesday, March 24, 2015 12:14 PM
To plamkin@claycounty.ms.gov
Cc Louis Journey
Subject Property Tax Packet for Point Place Apartments

Hello Mrs. Lamkin,

Attached you will find the property tax packet for Point Place Apartments. It is a Section 42 property which falls under the Income Approach when determining property value and valuating property taxes. Please let me know if you have any questions.

Thanks

Tyki Journey
New Horizons Development, LLC
Operations Officer
Office Phone 601-932-1674
Fax 601-932-4926
Cell 601-383-1186

**BEFORE THE BOARD OF SUPERVISORS OF
CLAY COUNTY, MISSISSIPPI**

IN RE POINT PLACE PARTNERS, LP D/B/A POINT PLACE APARTMENTS

OBJECTION TO 2015 TAX ASSESSMENT

Point Place Partners, LP d/b/a Point Place Apartments (the "Taxpayer"), pursuant to the Mississippi Code, particularly §§ 27-35-89 *et seq* , hereby objects to the assessment for the year 2015 of its real property and improvements in Clay County, Mississippi, designated as Parcel No 082 A410 B037 0000 (the "Property") In support of this Objection, the Taxpayer would show the following

1 The Taxpayer is in the business of providing affordable housing to people with low and moderate incomes in Clay County, Mississippi It is able to do so because it participates in a program established pursuant to Federal law, 26 U S C § 42 Its property in Clay County, Mississippi, known as Point Place Apartments, is of a type of affordable rental housing commonly referred to as "Section 42 housing "

2 Miss Code § 27-35-50(4)(d) requires that affordable rental housing, including Section 42 housing, be appraised according to the actual net operating income attributable to the property for the immediately preceding year, capitalized at a market value capitalization rate prescribed by the Mississippi Department of Revenue Miss Code § 27-35-50(4)(d) also requires the Taxpayer, on or before April 1 of each year, to submit an "accurate statement of the actual net operating income attributable to the Property for the immediately preceding year prepared in accordance with generally acceptable accounting principles "

3 In accordance with procedures established by Miss Code § 27-35-50(4)(d) and the Mississippi Department of Revenue, on March 25, 2015, the Taxpayer provided the Clay

County Tax Assessor an accurate statement of the actual net operating income attributable to the Point Place Apartments for the year ended December 31, 2014. This statement of actual net operating income was submitted with a package of supporting documents, which included

(a) a calculation of the true value of the Taxpayer's property calculated in accordance with Miss Code § 27-35-50(4)(d),

(b) a transmittal letter from Louis M. Jurney, CPA, Managing Member of Point Place Partners, LP,

(c) Independent Auditor's Report of Matthews Cutrer and Lindsay, P.A., CPA, dated February 25, 2015, and a Statement of Operations of Point Place Partners, LP d/b/a Point Place Apartments for the year ended December 31, 2014, prepared in accordance with generally accepted accounting principles, and

(d) the Restrictive Covenants for Housing Tax Credits in accordance with Section 42 of the Internal Revenue Code, recorded in the land records of Clay County, Mississippi, and binding upon the Point Place Apartments, the legal description of which appears in these Restrictive Covenants. The Restrictive Covenants restrict the occupancy and maximum rental rates of the apartments in Point Place Apartments based upon the income of the persons occupying such housing.

A copy of the Taxpayer's submission of the actual net operating income of the Property for the year 2014 and other information and documents was delivered to the Tax Assessor on March 25, 2015. A true and correct copy of the foregoing materials, along with a copy of the delivery confirmation showing the delivery of these documents on March 25, 2015, to Paige Lampkin, Tax Assessor/Collector of Clay County, Mississippi, and an e-mail confirmation of delivery from Paige Lampkin are attached hereto as collective Exhibit A.

4 Valued in accordance with the procedure established under Miss Code § 27-35-50 and by the Department of Revenue, and at the capitalization rate set by the Mississippi Department of Revenue for the year 2015 (which capitalization rate is 9.6%), the correct true value of the Taxpayer's property for tax year 2015 is \$1,045,135

5 On the published rolls, the Clay County Tax Assessor has assessed the Taxpayer's Property at a true value of \$2,635,209, which is far in excess of the true value that should be assigned to the Property consistent with Miss Code § 27-35-50(4)(d)

6 The appraisal of the Taxpayer's real property and improvements by the Clay County Tax Assessor is not in accordance with applicable law. In particular, the valuation was not made in accordance with Miss Code § 27-35-50(4)(d) and the appraisal procedure for affordable rental housing promulgated by the Department of Revenue, because it does not follow the "actual net operating income" method prescribed by law. The appraisal of the Taxpayer's property also violates Article 4, § 112 of the Mississippi Constitution because the "true value" set by the Clay County Tax Assessor exceeds the proper true value of the property as determined by law, because it does not ascertain the true value of the Taxpayer's property by the method prescribed by the Mississippi Legislature and the Department of Revenue, and because it does not assess the Taxpayer's property uniformly and equally with other properties in its class within Clay County or across the State.

7 The Taxpayer reserves the right to amend this Objection to add any other errors committed by the Clay County Tax Assessor in fixing the assessment of the Taxpayer's property or to assert other grounds for relief as may be revealed through investigation and discovery.

WHEREFORE, the Taxpayer respectfully requests that the Clay County Board of Supervisors

- (a) determine the true value of its real property and improvements in Clay County, Parcel No 082 A410 B037 0000, in accordance with Miss Code § 27-35-50(4)(d) and Article 4, § 112 of the Mississippi Constitution to be not more than \$1,045,135,
- (b) set a hearing date which will provide sufficient time for the Taxpayer to compile information relating to the Taxpayer's 2015 assessment and this Objection as provided for in Miss Code § 27-35-89(2), and
- (c) grant to the Taxpayer appropriate additional relief

RESPECTFULLY SUBMITTED, this the 30th day of July, 2015

POINT PLACE PARTNERS, LP D/B/A
POINT PLACE APARTMENTS

By 

JEROME C HAFTER, MSB #5097
LARRY D MCCARTY, MSB #103949
PHELPS DUNBAR LLP
P O Box 16114
Jackson, MS 39236-6114
Telephone (601) 352-2300
Facsimile (601) 360-9777



Mrs Paige Lamkin
Clay County Tax Assessor/Collector
PO BOX 795
West Point, MS 39773

RE Point Place Apartments, L P Parcel Number
Property Tax Assessment for 2015


Dear Mrs Lamkin

I am enclosing the 2014 Audited Financial Statement for Point Place Partners, LP d/b/a Point Place Apartments in West Point, Mississippi for valuation of the 2015 Property Taxes according to Mississippi Code Section 27-35-50 Section 42 Housing according to the Income Approach I am also enclosing the Declaration of Land Use Restrictive Covenants for Housing Tax Credits in Accordance with Section 42 of the Internal Revenue Code for Point Place Partners, LP filed in County Records on February 10, 2014 which declares this property as Section 42 Property and states the Rental and other Covenants according to which this property must comply

Point Place Apartments was placed in service the first quarter of 2014

You can contact me at 601-932-1674 (work) or 601-842-1557 (cell) if I can provide you with any additional information

Sincerely


Louis M. Journey CPA
Managing Member
Point Place Partners, LP

3-25-15

Enclosures
2014 Audited Financial Statement
Income Approach Calculations in Determining Property Taxes
Land Use Restrictive Covenants



PO Box 1614 • Brandon, Mississippi 39043-1614
149 Concourse Drive • Pearl, Mississippi 39208 • 601-932-1674 • Fax 601-932-3066

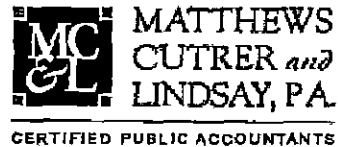
599 C Steed Road
Ridgeland MS 39157
601.898.8875
Fax. 601.898.2983

226 East Jefferson Street
Yazoo City, MS 39194
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A member Institute of
Certified Public Accountants
Mississippi Society of
Certified Public Accountants

Brett C Matthews CPA
J Raleigh Cutrer CPA/PFS/ABV
Charles R. Lindsay, CPA
Matthew E. Freeland, CPA
Kenneth L. Guthrie, CPA
A. Joseph Tomasasni, CPA
Matthew A. Turnage, CPA

Michelle R. Stonestreet, CPA
William (Bill) McCoy, CPA
Kimberly L. Hardy, CPA CFF
Lisa H. Hammarstrom, CPA
Matthew C. Thiel, CPA
Tammy Burney Ray, CPA



**MATTHEWS
CUTRER and
LINDSAY, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Partners of Point Place Partners, L P

Report on the Financial Statements

We have audited the accompanying financial statements of Point Place Partners, L P, which comprise the balance sheets as of December 31, 2014 and 2013, and the related statements of operations, changes in partner's capital, and cash flows for the year ended December 31, 2014 and the period from May 9, 2013 through December 31, 2013, and the related notes to the financial statements

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Point Place Partners, L.P. as of December 31, 2014 and 2013, and the related statements of operations, changes in partner's capital, and cash flows for the year ended December 31, 2014 and the period from May 9, 2013 through December 31, 2013 in accordance with accounting principles generally accepted in the United States of America

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of administrative and maintenance expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

February 25, 2015

Mathews, Carter & Lindberg, P.A.

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

BALANCE SHEETS
AT DECEMBER 31, 2014 AND 2013

	2014	2013
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,550	\$ 3,815
Accounts receivable - tenants	538	-
Prepaid expenses	<u>2,937</u>	<u>1,500</u>
Total current assets	<u>\$ 6,025</u>	<u>5,315</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Tenant security deposits	10,500	-
Real estate tax and insurance escrow	30,650	-
Replacement reserve escrow	13,698	-
Operating reserve	98,359	-
Owner subsidy	<u>50,650</u>	<u>-</u>
	<u>203,857</u>	<u>-</u>
RENTAL PROPERTY - AT COST		
Land	31,150	29,150
Buildings and equipment	<u>6,402,550</u>	<u>4,853,749</u>
	6,433,700	4,882,899
Less accumulated depreciation	<u>181,483</u>	<u>-</u>
	<u>6,252,217</u>	<u>4,882,899</u>
OTHER ASSETS		
Intangible assets net of accumulated amortization	237,702	253,173
Utility deposits	<u>2,850</u>	<u>-</u>
	<u>240,552</u>	<u>253,173</u>
	<u>\$ 6,702,651</u>	<u>\$ 5,141,387</u>
<u>LIABILITIES AND PARTNERS' CAPITAL</u>		
CURRENT LIABILITIES		
Accounts payable - trade	\$ 1,840	\$ 588,674
Accrued expenses	1,812	-
Construction cost payable	-	179,408
Accrued interest	2,583	-
Prepaid rent	516	-
Due to related parties	17,326	821,778
Construction loan payable	<u>502,556</u>	<u>337,864</u>
Total current liabilities	<u>526,633</u>	<u>1,927,724</u>
DEPOSIT AND PREPAYMENT LIABILITIES		
Tenant security deposits	<u>10,250</u>	<u>-</u>
PARTNERS' CAPITAL		
	<u>6,165,768</u>	<u>3,213,663</u>
	<u>\$ 6,702,651</u>	<u>\$ 5,141,387</u>

See Notes to Financial Statements

POINT PLACE PARTNERS, LP
POINT PLACE APARTMENTS

STATEMENTS OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

	<u>2014</u>	<u>2013</u>
REVENUE		
Rents	\$ 218,508	\$ -
Late fees deposit forfeitures, other fees	9,211	-
	<u>227,719</u>	<u>-</u>
EXPENSES		
Renting	4,603	-
Administrative	88,202	3,000
Operating	6,973	-
Maintenance	20,413	3,154
Taxes	2,330	-
Insurance	4,865	-
	<u>127,386</u>	<u>6,154</u>
Net income (loss) from operations	100,333	(6,154)
Interest	23,314	-
Amortization	15,471	-
Depreciation	<u>181,483</u>	<u>-</u>
Loss from rental operations	(119,935)	(6,154)
Partnership expenses		
Asset management expense	<u>2,263</u>	<u>3,500</u>
Net loss	<u>\$ (122,198)</u>	<u>\$ (9,654)</u>

See Notes to Financial Statements

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

STATEMENTS OF PARTNERS' CAPITAL
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

	<u>Total</u>	<u>General Partner</u>	<u>Limited Partner</u>
Partners' capital May 9 2013	\$ -	\$ -	\$ -
Capital contributions	3,223,317	100	3,223,217
Net loss	<u>(9,654)</u>	<u>(1)</u>	<u>(9,653)</u>
Partners' capital (deficit), January 1, 2014	3,213,663	99	3,213,564
Capital contributions	3,083,653	-	3,083,653
Distributions - owner subsidy	(9,350)	-	(9,350)
Net loss	<u>(122,198)</u>	<u>(12)</u>	<u>(122,186)</u>
Partners' capital, December 31, 2014	<u>\$6,165,768</u>	<u>\$ 87</u>	<u>\$6,165,681</u>

See Notes to Financial Statements

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

	2014	2013
Cash flow from operating activities		
Net loss	\$ (122,198)	\$ (9,654)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
provided by operating activities		
Depreciation and amortization	196,954	-
Increase in accounts receivable	(538)	-
Increase in prepaid expenses	(1,437)	(1,500)
Increase in tax and insurance escrows	(30,650)	-
Increase in utility deposits	(2,850)	-
Increase (decrease) in accounts payable	(586,834)	588,674
Decrease in tenant security deposits	(250)	-
Increase in accrued expenses	4,395	3,500
Increase (decrease) in prepaid rent	516	-
Net cash provided by (used in) operating activities	\$ (542,892)	581,020
Cash flow from investing activities		
Project improvements	(1,730,209)	(3,735,544)
Deposits to replacement reserve escrow	(13,698)	-
Net deposits to Operating Reserve	(98,359)	-
Net withdrawals (deposits) to Owner Subsidy	(50,650)	-
Development fees paid	(804,452)	(100,000)
Net cash used in investing activities	(2,697,368)	(3,835,544)
Cash flow from financing activities		
Proceeds from construction loan	164,692	337,864
Loan fees paid	-	(302,842)
Capital contributions	3,083,653	3,223,317
Distributions	(9,350)	-
Net cash provided by financing activities	3,238,995	3,258,339
Net increase (decrease) in cash and cash equivalents	(1,265)	3,815
Cash and cash equivalents beginning of year	3,815	-
Cash and cash equivalents, end of year	\$ 2,550	\$ 3,815
Supplemental disclosures of cash flow information		
Cash paid during the year for		
Interest capitalized into basis of building	\$ 16,393	\$ -
Interest expense	\$ 20,731	\$ -

See Notes to Financial Statements

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Point Place Partners, L P was organized in 2013 as a limited partnership to develop, construct, own, maintain and operate a 40-unit rental housing project. The project is located in the city of West Point, Mississippi and is currently known as Point Place Apartments. The major activities of the partnership are governed by the partnership agreement.

Basis of Accounting

The financial statements of the partnership are prepared on the accrual basis of accounting and in accordance with accounting principles generally accepted in the United States of America.

Capitalization and Depreciation

Fixed assets are recorded at cost. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives using the straight-line method. Land improvements are capitalized while expenditures for maintenance and repairs are charged to expense as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related costs and accumulated depreciation. The resulting gains and losses are reflected in the statement of operations.

Fixed Assets

Fixed assets are recorded at cost. Depreciation is recorded under the straight-line method.

Fixed assets consist of

	<u>Life in years</u>	<u>2014</u>	<u>2013</u>
Land	-	\$ 31,150	\$ 29,150
Buildings	40	5,233,771	4,801,241
Land improvements	20	834,955	-
Furniture & equipment	10	333,824	52,508
		<u>6,433,700</u>	<u>4,882,899</u>
Less accumulated depreciation		<u>(181,483)</u>	<u>-</u>
		<u>\$6,252,217</u>	<u>\$4,882,899</u>

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
- Continued

Intangible Assets

The partnership has the following amounts related to intangible assets

	Gross Carrying Amount	Accumulated Amortization	
		2014	2013
Tax Credit Fees	\$ 188,550	\$ 11,522	\$ -
Closing cost	64,623	3,949	-
	\$ 253,173	\$ 15,471	\$ -

Tax credit fees are amortized over the 15-year compliance period. Loan fees are amortized over the 15-year life of the mortgage loan.

For the year ending December 31,		
2015		\$ 16,878
2016		16,878
2017		16,878
2018		16,878
2019		16,878

The following table represents the total estimated amortization of intangible assets for the five succeeding years:

Impairment of Long-Lived Assets

The partnership reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If the long-lived asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount exceeds the fair value as determined from an appraisal, discounted cash flow analysis, or other valuation technique. There were no impairment losses recognized during 2014 and 2013.

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
- Continued

Income Taxes

The partnership is not a taxpaying entity for federal or state income tax purposes accordingly, a provision for income taxes has not been recorded in the accompanying financial statements Partnership income or losses are reflected in the partners' individual or corporate income tax returns in accordance with their ownership percentages Information returns are open to examination by taxing authorities for the current year of these financial statements and the three preceding years The partnership reviews its tax positions annually

Revenue Recognition

Rents are recognized as monthly amounts become due Rental payments received in advance are deferred until earned All leases between the partnership and the tenants of the property are operating leases Other revenue results from fees for late payments, cleaning, damages, and laundry facilities and is recorded when earned

Advertising

Advertising costs are expensed as incurred

Evaluation of Subsequent Events

In accordance with ASC 855, the partnership evaluated subsequent events through, February 25, 2015 the date these financial statements were available to be issued There were no material subsequent events that required recognition or additional disclosure in these financial statements

Trade Accounts Receivable and Bad Debts

Trade accounts receivable are stated at the amount the partnership expects to collect The partnership has elected to record bad debts using the direct write-off method Generally accepted accounting principles require that the allowance method be used to recognize bad debts, however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method Management considers the following factors when determining the collectability of specific customer accounts tenant credit-worthiness, past transaction history with the tenant, current economic industry trends, and changes in tenant payment terms Past due balances over 90 days and other higher risk amounts are reviewed individually for collectability

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
- Continued

Economic Concentration

The partnership operates one apartment complex in Alexandria, Louisiana. Future operations could be affected by economic changes or other conditions in that geographic area or by changes in federal low-income housing subsidies or the demand for such housing.

Cash and Cash Equivalents

Cash and cash equivalents include all cash balances and highly liquid investments with a maturity of three months or less. Restricted cash is not considered cash equivalents.

Concentration of Credit Risk

The partnership places its temporary cash investments with high credit quality financial institutions. At times, the account balances may exceed the institution's federally insured limits. The partnership has not experienced any losses in such accounts.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at financial statement date, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE B – PARTNERS' CAPITAL CONTRIBUTION

Point Place Partners, L P has one general partner, Flight Eleven, LLC, with a 0.01% ownership interest and one limited partner, AHP Housing Fund 24, LLC with a 99.99% ownership interest. Total investor contributions in accordance with the partnership agreement are \$6,306,970. As of December 31, 2014, the entire amount had been contributed.

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE C – MORTGAGE LOAN PAYABLE

The partnership has a non-recourse promissory note payable to BankFirst Financial Services dated May 9, 2013 in the original amount of \$575,000. The note bears interest at an annual rate of 6% prior to the conversion date and from and after the conversion date an annual rate of 7%. Beginning June 15, 2013, the borrower shall make monthly payments of interest only. From and after the conversion date the borrower shall make monthly payments of interest plus principal payments based upon a 30 year amortization of the loan. The conversion date is the earlier of May 9, 2015, or the date the final certificates of occupancy have been issued for 90% of the units in the Project. The note matures May 9, 2030. The balance on the note at December 31, 2014 was \$502,556.

NOTE D – REPLACEMENT RESERVE

In accordance with the partnership agreement, a reserve for replacements is to be funded \$12,000 annually, beginning with the completion of the project. The required funding level of the replacement reserve account is to be increased by 3% per year. Withdrawals from the reserve for replacements may be made with the approval of the investor limited partner to be used for repairs as outlined in the partnership agreement.

NOTE E - TRANSACTIONS WITH AFFILIATES AND RELATED PARTIES

Development Fee

The partnership has incurred a development fee of \$918,278 payable to New Horizon Development LLC, an affiliate of the general partner, for services rendered to the partnership for overseeing the construction of the project. At December 31, 2014 \$904,452 of this fee has been paid. The development fee has been capitalized into the basis of the building.

Asset Management Fee

Beginning in 2013, the partnership shall pay, as an operational expense of the partnership, an annual fee of \$3,500 (the "Asset Management Fee") to an affiliate of the investor limited partners for providing technical, monitoring and other services rendered pursuant to the compliance monitoring agreement. Such fee shall be due and payable 90 days after the end of the fiscal year. In the event the partnership lacks sufficient cash flow to pay this fee, the portion of the accrued Asset Management Fee shall be deferred until the next payment date or other date on which payment of the Asset Management Fee is due. Interest shall accrue on any portion of the Asset Management Fee on which payment has been deferred at an annual rate of 12%, compounded annually. With respect to any Fiscal Year which is less than a full Fiscal Year or during which the Asset Management Fee does not accrue for the entire Fiscal Year, the amount of the Asset Management Fee shall be prorated.

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

NOTE E - TRANSACTIONS WITH AFFILIATES AND RELATED PARTIES - Continued

General Partner's Operating Deficit Guaranty

Under the terms of the partnership agreement, if, at any time during the period commencing on the achievement of Stabilization and ending on the fifth anniversary of the achievement of Stabilization (the "Initial Period") an Operating Deficit shall exist, Point Place GP shall make a loan to the Partnership (an "Operating Deficit Loan") as shall be necessary to pay such Operating Deficit(s), provided, however, that Point Place GP shall not be obligated to make an Operating Deficit Loan if and to the extent such loan would cause the aggregate amount of all Operating Deficit Loans then outstanding to exceed \$120,000

Management Fee

The property management is handled by New Horizon Management, LLC, for which they are paid a fee to 6% of gross operating revenues

Amounts Due to Related Parties

	2014	2013
Development fees	\$ 13,826	\$ 818,278
Limited partner - asset management fee	3,500	3,500
	\$ 17,326	\$ 821,778

NOTE F- DIFFERENCES IN FINANCIAL STATEMENT AND TAX RETURN NET LOSS

A reconciliation of financial statement net loss to ordinary loss of the partnership, as reported in the partnership's information return, for the years ended December 31, 2014 and 2013 is as follows

	2014	2013
Financial statement net loss	\$ (122,198)	\$ (9,654)
Adjustments		
Differences in depreciation methods	(632,786)	-
Prepaid rent	516	-
Ordinary income as shown on information return	\$ (754,468)	\$ (9,654)

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9 2013 THROUGH DECEMBER 31, 2013

NOTE G – LOW-INCOME HOUSING TAX CREDITS

The partnership expects to generate an aggregate of \$7,500,000 of low-income housing tax credits ("Tax Credits") Generally, such Tax Credits are expected to become available for use by its partner's pro-rata over a ten-year period To qualify for the tax credits, the partnership must meet certain requirements, including attaining a qualified eligible basis sufficient to support the allocation and renting the Project pursuant to Internal Revenue Code Section 42 ("Section 42") which regulates the use of the Project as to occupant eligibility and unit gross rent Failure to maintain compliance with occupant eligibility, and/or unit gross rent, or to correct non-compliance within a specific time period, could result in recapture of previously taken Tax Credits plus interest In addition, such potential non-compliance may require an adjustment to the contributed capital by the investor limited partner In addition, the partnership executed a land use restriction which requires the property to be in compliance with Section 42 for a minimum of 30 years Because the Tax Credits are subject to complying with certain requirements, there can be no assurance that the aggregate amount of Tax Credits will be realized and failure to meet all such requirements may result in generating a lesser amount of Tax Credits than the expected amount

As of December 31, 2014 and 2013, the cumulative amount of Tax Credits generated by the partnership were \$654,015 and \$-, respectively

The partnership anticipates generating Tax Credits as follows

Years Ending December 31,	
2015	\$ 750,000
2016	750 000
2017	750 000
2018	750 000
2019	750 000
Thereafter	<u>3 095,985</u>
	<u>\$ 6 845,985</u>

NOTE H – RECLASSIFICATIONS

Certain amounts in the 2013 financial statements have been reclassified for comparative purposes to conform to the 2014 presentation

SUPPLEMENTAL INFORMATION

14

436

POINT PLACE PARTNERS, L P
POINT PLACE APARTMENTS

SUPPLEMENTAL INFORMATION
SCHEDULE OF RENTING, ADMINISTRATIVE, OPERATING, MAINTENANCE,
TAXES, INSURANCE AND INTEREST EXPENSE
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013 AND
THE PERIOD FROM MAY 9, 2013 THROUGH DECEMBER 31, 2013

	2014	2013
Renting		
Advertising	\$ 2,763	\$ -
Resident appreciation	246	-
Credit checks	1,594	-
	\$ 4,603	\$ -
Administrative expenses		
Manager salaries	\$ 22,364	\$ -
Management fee	17,814	3,000
Accounting and audit	5,300	-
Legal	1,641	-
Telephone and answering service	6,459	-
Bad debts	4,487	-
Miscellaneous	30,137	-
	\$ 88,202	\$ 3,000
Operating expenses		
Electricity	\$ 3,491	\$ -
Garbage and trash removal	1,014	-
Water	1,023	-
Security	1,223	-
Miscellaneous	222	-
	\$ 6,973	\$ -
Maintenance expenses		
Grounds maintenance	\$ 7,800	\$ -
General maintenance and repair	4,110	3,154
Payroll	8,503	-
	\$ 20,413	\$ 3,154
Taxes		
Payroll taxes	\$ 2,330	\$ -
Insurance		
Workers' compensation	\$ 254	\$ -
Group insurance	4,611	-
	\$ 4,865	\$ -
Interest		
Interest on mortgages	\$ 23,314	\$ -

Prepared by, and after recording, return to
Wendy Thompson (MS Bar #959)
4268 I-55 North
Jackson, MS 39211

Indexing Instructions
SE 1/4 of Section 10,
Township 17S, Range 6E,
Clay County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR HOUSING TAX CREDITS
IN ACCORDANCE WITH SECTION 42 OF THE INTERNAL REVENUE CODE

PARTIES TO THIS AGREEMENT

Point Place Partners, LP
149 Concourse Drive
Pearl, MS 39208
Phone: 601-932-1674

Mississippi Home Corporation
735 Riverside Drive
Jackson, Mississippi 39202
Phone: 601-718-4642

0738

**DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR HOUSING TAX CREDITS
IN ACCORDANCE WITH SECTION 42 OF THE INTERNAL REVENUE CODE**

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR HOUSING TAX CREDITS (this "Agreement"), and between Point Place Partners, LP (the "Owner"), and the Mississippi Home Corporation (MHC) an instrumentality of the State of Mississippi.

WITNESSETH

WHEREAS, the Owner is or shall be the owner of a rental housing development located on lands in the City/Town/County of West Point/Clay, State of Mississippi, more particularly described in Exhibit A hereto, known as or to be known as Point Place Apartments (the "Development"), and

WHEREAS, MHC has been designated by the Governor of the State of Mississippi as the housing agency for the State of Mississippi for the allocation of Housing Tax Credit dollars (the "Credit"), and

WHEREAS, the Owner has represented to MHC in Owner's Housing Tax Credit Application dated 4/29/2012, (the "Application") the Owner irrevocably elected one of the minimum set-aside requirements

- () At least 20% of the rental residential units in this development are rent restricted and to be occupied by individuals whose income is 50% or less of the area median gross income.
- (X) At least 40% of the rental residential units in this development are rent restricted and to be occupied by individuals whose income is 60% or less of the area median gross income.
- () Deep rent skewing option as defined in Section 42

WHEREAS, the Owner has represented to MHC in the Application that it will covenant to maintain the Section 42 rent and income restrictions for a minimum period of 25 years after the close of the initial 15 year compliance period; and

WHEREAS, Section 42 requires, as a condition precedent to the allocation of the Credit, that the Owner and MHC execute, deliver and record this Agreement in the real estate records of the Probate Office of the county in which the Development is located in order to create certain covenants running with the Development for the purpose of enforcing the requirements of Section 42 and MHC occupancy restrictions found in Section 5 hereof by regulating and restricting the use and occupancy and transfer of the Development as set forth herein, and

WHEREAS, the Owner, by this Agreement, declares and covenants that the restrictive covenants set forth herein governing the use, occupancy and transfer of the Development shall be and are covenants running with the Development for the term stated herein and are binding upon all subsequent owners of the Development for such term, and are not merely personal covenants of the Owner.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and MHC agree as follows

SECTION 1 - DEFINITIONS

All words and phrases defined in Section 42 and by Treasury or HUD regulations pertaining thereto and/or promulgated thereunder shall have the same meanings in this Agreement.

SECTION 2 - RECORDING AND FILING, COVENANTS TO RUN WITH THE DEVELOPMENT

- (a) Upon execution and delivery by the parties hereto, the Owner shall cause this Agreement and all amendments hereto to be recorded and filed in the real estate records in the Probate Office of the county in which the Development is located, and shall pay all fees and charges incurred in connection therewith. Prior to recording, the Owner shall provide MHC with an executed copy of this Agreement. Upon recording, the Owner shall provide MHC with the executed original of the recorded Agreement showing the Probate Office's time and date stamp and all pertinent recording data
- (b) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Development that, during the term of this Agreement, this Agreement and the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Development (i) shall be and are covenants running with the Development, encumbering the Development for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Development or of any part thereof, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner (and benefits shall inure to MHC and any past, present or prospective tenant of the Development) and its respective successors and assigns during the term of this Agreement. The Owner and MHC hereby agree that any and all requirements of the laws of the State of Mississippi to be satisfied in order for the provisions of this Agreement to constitute valid, binding and enforceable restrictive covenants running with the Development shall be deemed to be satisfied in full, or, in the alternative, that an equitable servitude has been created to insure that these restrictions run with the Development. For the longer of the period the Credit is claimed or the term of this Agreement, each and every mortgage, lease, deed or other instrument hereafter executed conveying or encumbering the Development or

any portion thereof shall expressly provide that such conveyance or encumbrance is subject to this Agreement, provided, however; the covenants contained herein shall survive and be effective regardless of whether such mortgage, lease, deed or other instrument hereafter executed conveying or encumbering the Development or any portion thereof provides that such conveyance is subject to this Agreement.

SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

The Owner hereby represents, covenants and warrants to MHC that, unless otherwise noted, on or before the date this agreement is recorded.

- (a) The Owner (i) is a partnership or corporation duly organized, existing and in good standing under the laws of the State of Mississippi and is qualified to transact business under the laws of the State of Mississippi, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution, delivery and performance of this Agreement by the Owner (i) will not violate any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) The Owner has good and marketable title to the Development free and clear of lien or encumbrance except this Agreement and the matters shown in the Application.
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or affecting the Owner or the Development, or any of the Owner's properties or rights, which, if adversely determined, would materially impair the Owner's right to carry on business substantially as now conducted (and as contemplated by this Agreement) or which would materially and adversely affect its financial condition or which would impair the use of the Development as contemplated by this Agreement.
- (e) The Development constitutes or will constitute a qualified low-income building or qualified low income Development, as applicable, as defined in Section 42 and applicable regulations.
- (f) Each unit in the Development contains or will contain upon completion of construction, complete facilities for living, sleeping, eating, cooking and sanitation (unless the Development qualifies as a single-room occupancy Development or transitional housing for the homeless) which are to be used on other than a transient basis.

- (g) During the term of this Agreement, all units subject to the Credit shall be leased and rented or made available to members of the general public who qualify as Tenants (or otherwise qualify for occupancy of the units) under the applicable election specified in Section 42 (g)
- (h) In accordance with Section 42(h)(6)(b)(iv) the Owner shall not refuse to lease a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder
- (i) During the term of this Agreement, each low-income unit will remain suitable for occupancy and will be used other than on a transient basis
- (j) Subject to the requirements of Section 42, the regulations promulgated thereunder and this Agreement, the Owner may sell, transfer or exchange the entire Development at any time after the Development has been placed in service, but the Owner shall, as a condition precedent to such sale, transfer or exchange, obtain and deliver to MHC the written agreement of any buyer or other party acquiring the Development or any interest therein that such acquisition is subject to this Agreement, Section 42 and applicable regulations. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Development or any low-income portion of the Development. Even if such buyer or other person acquiring the Development or any interest therein fails or refuses to provide such written agreement, such acquisition (and all subsequent acquisitions which occur during the term of this Agreement) shall be subject to this Agreement, Section 42 and the applicable regulations
- (k) The Owner agrees to notify MHC in writing at least thirty (30) days in advance of any sale, transfer or exchange of the entire Development or any low income portion of the Development. Within thirty (30) days of the closing of such sale, transfer or exchange, the Owner shall provide MHC a complete copy of all the closing documents (with evidence of recording satisfactory to MHC on all recorded documents)
- (l) In accordance with section 42(h)(6)(b)(iii) the Owner shall not dispose to any person any portion of the building to which such Agreement applies unless all of the building to which such Agreement applies is disposed of to such person.
- (m) The Owner shall not demolish any part of the Development or substantially subtract from any real or personal property of the Development or permit the use of any residential rental unit for any purpose other than rental housing during the term of this Agreement unless required by law
- (n) If the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Owner will use its best efforts to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement.

0712

5

- (o) The Owner has not executed, and will not execute, any other agreement with provisions contradictory to, or in opposition to this Agreement. This Agreement is paramount and controlling as to the rights and obligations herein set forth and supersedes any other requirements in conflict herewith.
- (p) The owner shall not evict or terminate the tenancy of an existing tenant of any unit other than for good cause and shall not increase the gross rent above the maximum allowed under the Code with respect to such unit during the extended use period.

SECTION 4 - INCOME RESTRICTIONS, RENTAL RESTRICTIONS

The Owner represents warrants and covenants to MHC throughout the term of this Agreement and in order to satisfy the requirements of Section 42 of the Code ("Section 42 Occupancy Restriction") that in addition to the election of the minimum set-aside requirements the Owner further agreed to set-aside the following

(Please check the applicable percentage election)

- (a) (1)_____ At least 40% of the residential units in the Development are both rent-restricted and occupied by individuals whose income is 50% or less of area median income for forty years or longer
 - (2)_____ At least 40% of the residential units in the Development are both rent-restricted and occupied by individuals whose income is 60% or less of area median income for forty years or longer
 - (3) X At least 20% of the residential units in the Development are both rent-restricted and occupied by individuals whose income is 50% or less of area median income for forty years or longer
 - (4)_____ At least 20% to 39% of the residential units in the Development are both rent-restricted and occupied by individuals whose income is 50% or less of area median income for forty years or longer
 - (5)_____ For HOME Developments, 40% of the residential units in the Development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income
- (b) The determination of whether a tenant meets the requirement shall be made by the Owner at least annually on the basis of the current income of such Tenant.

0713

SECTION 5 - MHC EXTENDED OCCUPANCY RESTRICTIONS

This Section is intended to make enforceable those extended use covenants which the Owner represented to MHC in its Application

The Owner represents, warrants and covenants to MHC throughout the term of this Agreement that

(Check if applicable)

X The Owner will agree to extend the Section 42 income and rental restrictions for 25 additional years after the close of the initial 15 year compliance period, thus postponing the Owner's option to terminate this Agreement as set out in Section 6 (c) of this Agreement for such additional 25 years

SECTION 6 - TERM OF AGREEMENT

- (a) Except as hereinafter provided, this Agreement shall commence with the first day on which any building which is part of the Development is placed in service as housing and shall end on the date which is 40 years after such commencement date
- (b) In addition to subsection (a) above, the Owner shall comply with the requirements of Section 42, the regulations thereunder and this Agreement for an additional 25 years after the close of the initial 15 year compliance period, unless the Development is acquired by foreclosure or instrument in lieu of foreclosure.
- (c) Notwithstanding subsection (b) above, the Owner may request to terminate this Agreement by notifying MHC by registered mail. This written request for termination may be submitted any time after the end of the 14th year of the compliance period, unless the Owner agrees to extend the rental restrictions as specified above any time beginning one year before the completion of the additional period of rental restrictions agreed upon in Section 5

From the date of receipt of the request to terminate, MHC has a one year period to find a buyer willing to purchase the property and maintain the use. The price of the property is predetermined by the formula price outlined in Section 42.

If the Owner executes the request to terminate and MHC is unable to locate a buyer during the aforesaid one year period, for a period of three years following the termination of the extended use requirement, the Owner shall not evict or terminate the tenancy of an existing tenant of any unit other than for good cause and shall not increase the gross rent above the maximum allowed under the Code with respect to such unit.

0714
7

SECTION 7- ENFORCEMENT OF OCCUPANCY RESTRICTIONS

- (a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of MHC, to inspect any books and records of the Owner regarding the Development with respect to the incomes of Tenants which pertain to compliance with the occupancy restrictions specified in this Agreement
- (b) The Owner shall submit any other information, documents or certifications requested by MHC which MHC shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of the occupancy restrictions specified in this Agreement.

SECTION 8 - ENFORCEMENT OF SECTION 42 OCCUPANCY RESTRICTIONS

- (a) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42, applicable regulations or this Agreement. Moreover, the Owner covenants to take any lawful action (including amendment of this Agreement as may be necessary, in the opinion of MHC) to comply with the Code and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of Housing and Urban Development from time to time pertaining to Owner's obligations under Section 42 and affecting the Development
- (b) The owner agrees that for each taxable year in the Extended Use Period, the Applicable Fraction as defined in Section 42(c)(1) of the Code (i.e., the percentage of low-income units) shall not be less than 100%
- (c) The Owner and MHC each acknowledge that the primary purpose for requiring compliance by the Owner with the restrictions provided in this Agreement is to assure compliance of the Development and the Owner with Section 42 of the Code and the applicable regulations, and by reason thereof, the owner in consideration for receiving housing credits for this Development hereby agrees and consents that MHC and any individual who meets the income limitation applicable under Section 42 (whether prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the owner of its obligations under this agreement in a state or federal court of competent jurisdiction. The Owner hereby further specifically acknowledges that the beneficiaries of the owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder
- (d) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by MHC and all persons interested in Development compliance under Section 42, this Agreement and the applicable regulations

8, 0715

- (e) The Owner agrees that, if at any point following execution of this Agreement, Section 42 or regulations implementing said Section 42 require MHC to monitor the Section 42 occupancy restrictions, or, alternatively, MHC chooses to monitor Section 42 occupancy restrictions or MHC occupancy restrictions, the Owner will take any and all actions reasonably necessary and required by MHC to substantiate the Owner's compliance with the Section 42 occupancy restrictions or MHC occupancy restrictions and will pay a reasonable fee to MHC for such monitoring activities performed by MHC

SECTION 9 - NONPROFITS

- () The Owner has represented to MHC that it is a nonprofit entity with (501)(c)(3) status as designated by the Internal Revenue Service
- () The Owner has represented to MHC that it is a nonprofit entity and received tax credits from the Nonprofit Set-Aside.

This Nonprofit Set-Aside is restricted to "qualified nonprofit organizations" that has received (501)(c)(3) status from the Internal Revenue Service and who owns directly or indirectly a fifty one percent (51%) interest in the development throughout the compliance period

SECTION 10 - SINGLE FAMILY LEASE PURCHASE DEVELOPMENTS

- () The owner has represented that it intends to offer the tenants the option to purchase a particular unit for homeownership at the end of the initial 15 year compliance period

(a) Right of First Refusal. Notwithstanding anything contained herein to the contrary, in the event that a tenant of a unit in the Development exercises a right of first refusal granted by the Owner, then this Agreement shall be eligible for termination as to that particular unit in the Development Upon the exercise by the tenant of such right of first refusal, Owner and MHC agree to execute a release and/or cancellation of this Agreement as to such unit However, in no event shall the Owner grant to a tenant a right of first refusal which may be exercised prior to the close of the initial 15 year compliance period MHC acknowledges that this Agreement satisfies the requirements imposed by Section 42(b)(6) of the Internal Revenue Code even though it provides for termination after the compliance period upon the exercise by a tenant of a right of first refusal to purchase a low-income unit This section shall be construed in accordance with Section 42(i)(7) of the Internal Revenue Code and all applicable Revenue Rulings Issued by the Internal Revenue Service

If a tenant does not exercise the right of first refusal for a unit, the income and rent restrictions will remain in place for the remaining term of this Agreement.

0716

9

446

SECTION 11 - MISCELLANEOUS

- (a) Severability The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
- (b) Notices All notices to be given pursuant to this Agreement shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing

TO THE AUTHORITY

Mississippi Home Corporation
P O Box 23369
Jackson, MS 39225-3369

TO THE OWNER

Point Place Partners, LP
149 Concourse Drive
Pearl, MS 39208

MHC, and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- (c) Amendment The Owner agrees that it will take all actions necessary to effect amendment of this Agreement as may be necessary to comply with Section 42 (or any other applicable provisions of the Internal Revenue Code of 1986), any and all applicable rules, regulations, policies, procedures, and rulings or other official statements pertaining to the Credit.
- (d) Subordination of Agreement This Agreement and the restrictions hereunder are subordinate to the loan and loan documents, if any, on the Development except insofar as Section 42 of the Code requires otherwise
- (e) Governing Law This Agreement shall be governed by the laws of the State of Mississippi and, where applicable, the laws of the United States of America.
- (f) Survival of Obligations The obligations of the Owner as set forth herein and in the Application shall survive the allocation of the Credit and shall not be deemed to terminate or

10 0717

merge with the awarding of the allocation.

- (g) Recovery of Attorney's Fees. If MHC shall incur legal fees or other expenses in enforcing its rights and/or remedies, or the Owner's obligation, under this Agreement the Owner shall reimburse MHC for those fees and other expenses within ten (10) days of receipt of written demand therefore.
- (h) Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the successors and assigns of MHC and the successors and assigns of Owner

REST OF PAGE LEFT INTENTIONALLY BLANK

0718

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives, as of the month, day, and year last written below

Point Place Partners, LP
Owner

By Louis Turney
Its Managing Member

STATE OF Mississippi
COUNTY OF Rankin

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Louis Turney, whose name as Managing Member of Point Place Partners, LP, a Owner is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such document, he as such officer and with full authority, executed the same voluntarily for and on behalf of said owner

Given under my hand and official seal this 24th day of October, 2012

[SEAL]

Rebecca Collin
Notary Public
My Commission Expires 2-13-16



0719

MISSISSIPPI HOME CORPORATION

By Katrina Pace
Its Vice President of Tax Credits

STATE OF MISSISSIPPI

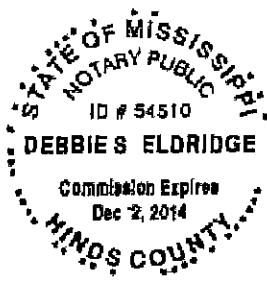
COUNTY OF HINDS

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that KATRINA PACE, whose name as Vice President of Tax Credits of the Mississippi Home Corporation, an instrumentality of the State of Mississippi, has signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such document, she as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this 9 day of NOVEMBER, 2012

[SEAL]

Debbie Eldridge
Notary Public
My Commission Expires



0720

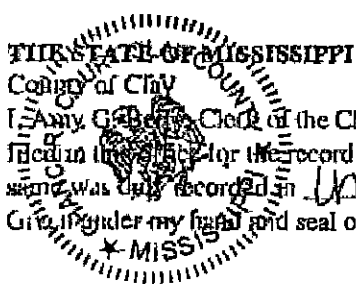
EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

FROM THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE HUNDRED FORTY ONE (141) ACCORDING TO THE A. L. GOODMAN MAP OF THE CITY OF WEST POINT, MISSISSIPPI, RUN SOUTH 88 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BUGG STREET A DISTANCE OF 277 40 FEET TO THE WEST RIGHT-OF-WAY LINE OF FOREST STREET, THENCE SOUTH 0 DEGREES 46 MINUTES 00 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF FOREST STREET A DISTANCE OF 442 60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0 DEGREES 46 MINUTES 00 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF FOREST STREET A DISTANCE OF 374 90 FEET, THENCE NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST A DISTANCE OF 139 80 FEET, THENCE SOUTH 34 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 334 50 FEET, THENCE NORTH 0 DEGREES 14 MINUTES 00 SECONDS WEST A DISTANCE OF 39 40 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 40 00 FEET, THENCE NORTH 0 DEGREES 14 MINUTES 00 SECONDS WEST A DISTANCE OF 133 80 FEET, THENCE NORTH 88 DEGREES 41 MINUTES 00 SECONDS WEST A DISTANCE OF 80.00 FEET, THENCE NORTH 0 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 465 40 FEET, THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS EAST A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 6 EAST, CLAY COUNTY, MISSISSIPPI AND CONTAINS 4 84 ACRES, MORE OR LESS, AND LOCATED PARTLY IN LOT ONE (1) BLOCK ONE HUNDRED FORTY ONE (141) AND PARTLY IN LOT THREE (3), BLOCK ONE HUNDRED THREE (103) OF THE CITY OF WEST POINT, CLAY COUNTY, MISSISSIPPI

0721



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 6 day of Feb. 2014 at 11:41 o'clock A. M. and the same was duly recorded in Vol Record 459 Page 708, on this 6 day of Feb 2014

By Amy G. Berry
AMY G BERRY, Chancery Clerk

451

POINT PLACE PROPERTY TAX COMPUTATIONS 2015

7700 NET INCOME (LOSS)	100,333.00
Asset Management Expense	0.00
Capitalization Rate	9.6%
Indicated Value from Income Approach ($(\text{NET INCOME} - \text{ASSET MANAGEMENT EXPENSE}) / \text{CAP RATE}$)	1,045,135
Expected Assessed Value ($\text{INDICATED VALUE FROM INCOME APPROACH} * 0.15$)	156,770
2014 Millage Rate	144.15
Estimated 2014 Real Property Tax ($\text{EXPECTED ASSESSED VALUE} / 1000 * \text{MILLAGE RATE}$)	\$ 22,598



New Horizons Management, LLC

"Providing The Highest Standards In The Management Industry"

I Paige Lamkin, received the property tax packets on this day 3-25-15 (date) for the following Section 42 properties for

Property Names: Point Place Apartments

Delivered by Kesha Trions on this day 3-25-15 given to, Paige Lamkin (name of person whom received packet)

PO Box 1614 • Brandon, Mississippi 39043 1614
149 Concourse Drive • Pearl, Mississippi 39208 • 601 932 1674 • Fax 601-932 3066

From Paige Lamkin [<mailto:plamkin@claycounty.ms.gov>]
Sent Tuesday, March 24, 2015 2:16 PM
To Tyki Journey
Subject RE: Property Tax Packet for Point Place Apartments

Thanks!!!

From Tyki Journey [<mailto:tyki@newhorizongroup.com>]
Sent Tuesday, March 24, 2015 12:14 PM
To plamkin@claycounty.ms.gov
Cc Louis Journey
Subject Property Tax Packet for Point Place Apartments

Hello Mrs. Lamkin,

Attached you will find the property tax packet for Point Place Apartments. It is a Section 42 property which falls under the Income Approach when determining property value and valuating property taxes. Please let me know if you have any questions.

Thanks

Tyki Journey
New Horizons Development, LLC
Operations Officer
Office Phone: 601-932-1674
Fax: 601-932-4926
Cell: 601-383-1186

STATE OF MISSISSIPPI

CLAY County,

ORDER OF THE BOARD OF SUPERVISORS RE REAL AND PERSONAL PROPERTY ASSESSMENT ROLLS

This day came on to be considered by the Board of Supervisors of CLAY County Mississippi the matter of the assessment of personal property for the year 20 15 and of real property for the year 20 15 and it appearing affirmatively to this Board that PAIGE LAMKIN, Tax Assessor of said County, has completed the assessment of both real and personal property for the said year, and filed the rolls with this Board of Supervisors, as required by law that said assessment rolls, and the assessments therein contained, were examined and equalized by law, and that such equalization was completed more than ten (10) days prior to the meeting held for the purpose of hearing objections to the said assessment rolls, and the assessment therein contained, and that this Board of Supervisors at its JULY 6, 20 15 meeting, adopted an order approving that said rolls and assessments therein contained, subject to the rights of parties in interest to be heard on all objections made by them and caused the following notice to be posted at the courthouse or courthouses in said County CLAY, and published in DAILY TIMES LEADER, a newspaper published at WEST POINT, Mississippi to-wit

"PUBLIC NOTICE"

TO THE PUBLIC AND TO THE TAXPAYERS OF CLAY COUNTY MISSISSIPPI "You are hereby notified that the real and personal property assessment rolls of the above named county for the year 20 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained shall be made in writing and filed with the clerk of the Board of Supervisors of said County on or before the 6TH of JULY, 20 15 at his/her office in the Courthouse of said county and that all assessments to which no objection is then and there made will be finally approved by said Board of Supervisors and that all assessments to which objection is made and which may be corrected and properly determined by this Board will be made final by this Board of Supervisors and that said rolls and the assessments contained therein will be approved by this Board of Supervisors and that

1 This Board will be in session for the purpose of hearing objections to the said assessments which may be filed at the Court house in the OFFICE of CHANCERY CLERK, said county and State on the 3RD day of AUGUST, 20 15, and

2 This Board of Supervisors will remain in session from day to day until all objections, lawfully filed shall have been disposed of and all proper corrections made in the said rolls

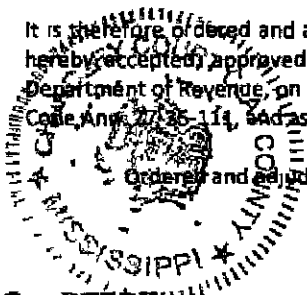
Witness the signature and seal of the said Board of Supervisors the 6TH day of JULY, 20 15 and, THE BOARD OF SUPERVISORS OF CLAY COUNTY

By LYNN HORTON President AMY G. BERRY Clerk

And this Board now finds the said notice was posted and published as by it ordered and as required by law That this Board of Supervisors met for the purpose of hearing objections to the said assessments at the courthouse in the MEETING ROOM of BOARD OF SUP, said county and State, on the 18 day of AUGUST, 20 15 and

That this Board of Supervisors continued in session from day to day hearing objections to the said assessments taking testimony of witnesses and examining books, records and papers with reference to the assessment of property that it has made such changes in the assessments (as fixed by it on the said rolls at its AUGUST 18, 20 15 meeting) that is has satisfied should be made in order to fix the assessment of property real and personal at its actual value so as to establish equality and uniformity of taxation according to value among the taxpayers of said county, and that all objections and assessments rolls, and the assessments therein contained have been heard and disposed of that this Board of Supervisors had added to the said rolls all property and persons found to be omitted therefore and has given notice to such persons and has heard and determined all objections filed that this Board has changed all erroneous assessments that all things required by law have been done that the Tax Assessor of said County attended this meeting of the Board of Supervisors from day to day while it was considering the assessments of persons and property and hearing objections to the said assessments and that he/she rendered all assistance which his/her knowledge and information enabled him/her to give and now being of the opinion that the said assessments rolls contained fair, equal, uniform and just, according to the value of real and personal property therein described

It is therefore ordered and adjudged, that the said assessment rolls, and the assessments therein contained be and they are hereby accepted, approved and made final, and that the final recapitulation of said assessment rolls be certified to the Department of Revenue, on blanks furnished by it within (10) ten days of the adjournment of this meeting as provided by Miss Code Ann. 27-25-114, and as required by law



Ordered and adjudged this 18TH day of AUGUST, 20 15

CLERK'S CERTIFICATE

AMY G. BERRY, Clerk of the Board of Supervisors of CLAY County, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of and order of said Board of Supervisors, passed on the 18TH date of AUGUST, 20 15 as the same appears on Page of Minute Book of said Board, now on file in the office of said Clerk in the BOARD of SUPERVISORS OFFICE in said County Witness my hand and official seal, the 18TH day of AUGUST, 20 15

Clerk of the Board of Supervisors of said County

(SEAL)

[Signature] D C

Clerk must be sure to fill the above and to affix his Seal to this Certificate

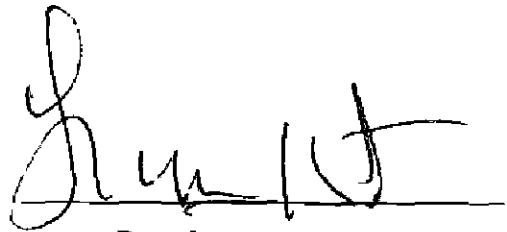
NO _____

**IN THE MATTER OF APPROVING THE RECAPITULATIONS FOR THE REAL AND
PERSONAL ROLLS FOR YEAR 2015**

There came on this day for consideration the matter of approving the recapitulations for the real and personal rolls for year 2015

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to approve the recapitulations for the Real and Personal Rolls for year 2015 as attached hereto as Exhibit A

SO ORDERED this the 18th day of August, 2015

A handwritten signature in black ink, appearing to read 'Lummus', is written over a horizontal line.

President

2015

RECAPITULATION OF ASSESSMENTS OF REAL AND PERSONAL PROPERTY OF
CLAY COUNTY, STATE OF MISSISSIPPI

as of the first day of January, 20 15 as shown by the Rolls therefore, made by the assessor of said County equalized by the Board of Supervisors of said County at its

JULY 6, 20 15 meeting; and further equalized and corrected, fixed, revised

and perfected, by said Board at its AUG. 18, 20 15 meeting, after considering all objections made thereto, (said rolls being on file in the office of the Clerk of

said Board in the City of WEST POINT in said County), to-wit

CLASSES OF PERSONAL PROPERTY	1 True Value of all Properties Reflected in Columns 2 and 3				Ratio %	2 Assessed Valuation (Use whole dollars no cents)			3 DO NOT INCLUDE THIS VALUE IN COLUMN 2		Mfg Products (School Tax Only)
	Millions	Millions	Thous.	Hunds.		Millions	Thous.	Hunds.			
	A. Automobiles		74	268		408	30	22	281	526	
B. Mobile Homes		7	813	847	15	1	172	082	B		
1. Furniture & Fixtures		22	111	748	15	3	283	236	1	33	540
2. Machinery & Equipment		21	761	848	15	3	152	294	2	111	984
3. Leased Equipment		3	718	752	15		557	822	3		
4. Inventories		30	870	889	15	4	630	647	4		
5. Banks (Intangibles Only)									5		
6. In Lieu (27-31 104)									6		
7. Miscellaneous		1	245	612	15		186	846	7		
8. Manufactured Products (Subject to 27 31-7 & 37 10-253)											8
C. Grand Total		161	791	104	15	35	264	453	C	145	524
D. Total Subject to Levies Tax									D		

Total Number of Personal Property Parcels Assessed 658
REAL PROPERTY - 20 15

INDUSTRIES
Subject to Sec 27 39-329
and School Tax

Class of Land	1 True Value of all Properties Reflected in Columns 2 and 3				Ratio %	2 Assessed Valuation			3 DO NOT INCLUDE THIS VALUE IN COLUMN 2		No. Acres
	Millions	Millions	Thous.	Hunds.		Millions	Thous.	Hunds.			
Class 1 lands		62	130	998	10	6	213	182	1		
Class 1 Improvements		334	552	288	10	33	455	440	2		
3. Cultivable Lands (excluding improvements)		40	165	115	15	6	024	945	3		
4. Building & Improvements on County Lands		66	121	689	15	9	918	283	4		
5. Uncultivable lands (excluding improvements & timber)		23	226	194	15	3	484	074	5		
6. Retail create in cities, towns, & villages		66	704	654	15	10	005	805	6		
7. Buildings & Improvements thereon		190	868	832	15	28	237	439	7	392	921
8. In Lieu (27 31 104)									8		
A. Total acreage & Valuation subject to tax		783	769	770		97	339	168	A	392	921
9. U.S. Government Land											251,949
10. Exempt land & school land											3,169
11. State, County Municipal land											1,548
12. Acres situated by tax commission											1,191
B. TOTAL LAND IN COUNTY											1,011
C. Lands subject to levies taxes											258,868

Total Number of Real Property Parcels Assessed 12,926

CERTIFICATE OF BOARD OF SUPERVISORS

To the Department of Revenue of the State of Mississippi

In compliance with the requirements of Section 27-35-111, Miss. Code Ann., we the undersigned, constituting the Board of Supervisors of CLAY County, State of Mississippi, do hereby certify that we have, this day carefully compared the recapitulations appearing on the reverse side hereof with the assessment rolls of real and personal property as of the first day of January 20 15, that said recapitulations contain true, correct and complete statements of the final total of said roll as finally fixed and revised by said Board at its AUGUST 18, 20 15 meeting; that said recapitulations are in all things true and complete, and are hereby transmitted in good faith to comply with the requirements of said section.

Witness our signatures this the 18 day of AUGUST, 20 15

THE BOARD OF SUPERVISORS OF SAID COUNTY

By [Signature] President and Member from District No 1
By NOT PRESENT Member from District No 2
By NOT PRESENT Member from District No 3
By NOT PRESENT Member from District No 4
By [Signature] Member from District No 5

CERTIFICATE OF CHANCERY CLERK

STATE OF MISSISSIPPI
County of CLAY

I, the undersigned, Clerk of the Chancery Court of CLAY County State of Mississippi and Ex-Officio Clerk of the Board of Supervisors of said County do hereby certify

That I have carefully verified the footings of the pages and recapitulations of the rolls of assessments of the real and personal property of said County as of the first day of January 20 15, and have carefully compiled the foregoing statements appearing on the reverse side hereof, that said statements are true, correct and complete statements of the final totals of the quantities of said rolls, as finally equalized, fixed, corrected, revised and perfected by the said Board of Supervisors at the AUGUST 18, 20 15 meeting and that said statements are in all things true, correct and complete recapitulations of said rolls and I do hereby further certify that the foregoing are the signatures of the members of the said Board of Supervisors.

Witness my hand and seal of office this the 18 day of AUGUST, 20 15

[Signature]
Clerk, Board of Supervisors

(SEAL)

-Do not write below this line-

ORDER OF THE DEPARTMENT OF REVENUE

It appears to the satisfaction of the Department of Revenue of the State of Mississippi, after visiting the said county of this State, conferring with the Assessor thereof and studying the values of the various classes of properties therein, the economic conditions thereof and the methods employed by the Assessor and Supervisors in making and equalizing the assessments, thereof, and after making a careful examination of the recapitulation of the assessment rolls of Real and Personal Property of CLAY County for the tax year 20 15, as shown by the foregoing statements (appearing on the reverse side hereof) that they are reasonably equal and uniform with the assessments of the other counties of the state, as approved or as changed by the orders of the Department of Revenue

IT IS THEREFORE, ORDERED that said assessment rolls and the assessments therein contained by and are hereby approved, and the Board of Supervisors of said County are hereby directed to have copies of said rolls made and certified to the Tax Collector and to the Department of Revenue in accordance with the requirements of Section 27-35-123 Miss. Code Ann., and, it is further ordered that the Commissioner of Revenue be and he is hereby directed to certify a copy of this order to the President of the Board of Supervisors of said County

Ordered and adjudged, this the ___ day of ___, 20 ___

CERTIFICATE OF THE DEPARTMENT OF REVENUE

As Commissioner of Revenue of the State of Mississippi, I do hereby certify that the above and foregoing is a true and correct copy of an order of the Department of Revenue adopted on the date therein stated, and as shown in the Minutes of the said Department of Revenue.

Witness my signature this the ___ day of ___, 20 ___

Commissioner of Revenue

Order not valid without signature of the Commissioner of Revenue

NO _____

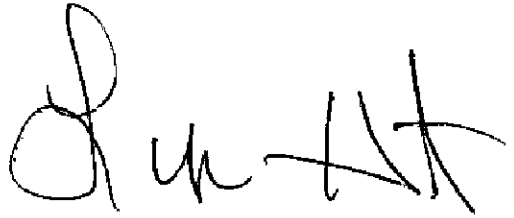
**IN THE MATTER OF CONSIDERING GENERAL LIABILITY INSURANCE
COVERAGE FOR THE COUNTY FOR YEAR 2016**

There came on this day for considering the matter of considering the general liability insurance coverage for the county for year 2016

It appears to this Board, Gil Lyon of Lyon Insurance, is presenting to this Board three quotes for general liability coverage for the county from 9/1/2015 through 8/31/2016 from the following companies (1) One Beacon Insurance (current carrier) in the amount of \$148,518 (2) Travelers Insurance Company in the amount of \$140,327 and with cyber security coverage \$143,573 (3) Mississippi Association of Supervisors self-funded pool in the amount of \$139,509, as attached hereto as Exhibit A

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to take the said bids under advisement for further consideration and review by this Board

SO ORDERED this the 18th day of August, 2015



President



Arthur J. Gallagher & Co.

Clay County BOS

P O Box 815
West Point MS 39773

Presentation Date July 2 2015

Proposal

Jeff Estes

Arthur J. Gallagher & Co.
750 Woodlands Parkway, Suite 200,
Ridgeland, MS 39157

jeff_estes@ajg.com
www.ajg.com

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Clay County BOS

Contents

Cover Page	1
Executive Summary	3
Program Details	4
Cyber Liability - BCS Insurance Company	4
Changes & Developments	7
Named Insured	7
Bindable Quotations & Compensation Disclosure Schedule	8
Important Disclosures	9
Compensation Disclosure	9
Carrier Ratings and Admitted Status	11
Client Authorization to Bind Coverage	13

Clay County BOS

Executive Summary

Gallagher Risk Management Services, Inc would like to thank you for the opportunity to offer a proposal for Cyber Liability Insurance. This proposal is a summary of policy terms and conditions.

Please refer to the carrier quotes or statement of fact and policy documentation in conjunction with this proposal. Upon review please contact a member of your service team if you wish to make any changes or if you have any questions.

Defense costs are limited and included within the policy limits.

Gallagher is responsible for the placement of the following lines of coverage:

Cyber Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Should you wish to bind a coverage presented within this proposal please complete the "Client Authorization to Bind Coverage" and Statement of Fact or Application included in the proposal.

Jeff Estes
July 2, 2015

Arthur J. Gallagher Risk Management Services, Inc.

Clay County BOS

Program Details

Coverage Cyber Liability
Carrier BCS Insurance Company
Policy Period TBD
Form Number Cyber and Privacy Liability Insurance Policy 94 111 (01/15)
Form Type Claims Made

COVERAGE	FORM TYPE	RETROACTIVE DATE
Cyber Liability	Claims Made	Inception

DESCRIPTION	LIMIT	RETENTION
Policy Aggregate Limit of Liability	\$1 000 000	\$5 000
Liability Coverages		
Privacy Liability (Including Employee Privacy)	\$1 000 000	\$5 000
Privacy Regulatory Claims Coverage (Where insurable by law)	\$1 000 000	\$5 000
Security Liability	\$1 000 000	\$5 000
Multimedia Liability	\$1 000 000	\$5 000
PCI DSS Assessment	\$100 000	\$5 000
Security Breach Response Coverage includes the following as part of the Aggregate		
Legal Advisory	\$1 000 000	\$5 000
Forensics Investigations		
Public Relations		
Notification Services		
Credit Monitoring		
First Party Coverages		
Cyber Extortion	\$1 000 000	\$5 000
Business Income and Digital Asset Restoration	\$1 000 000	\$5 000 each claim / 12 hrs waiting period

Arthur J. Gallagher Risk Management Services, Inc.

Clay County BOS

Definition of Claim

DESCRIPTION
<p>Claim means</p> <ol style="list-style-type: none"> 1 A written demand received by "You" for money or services including the service of a civil suit or institution of arbitration proceedings 2 Initiation of a civil suit against "You" seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction), 3 Solely with respect to Coverage B a "Regulatory Claim" made against "You" 4 A "PCI DSS Assessment" or 5 Solely with respect to Coverage F a "Cyber Extortion Threat" made against "You" <p>Multiple "Claims" arising from the same or a series of related or repeated acts, errors, or omissions or from any continuing acts, errors, or omissions shall be considered a single "Claim" for the purposes of this Policy, irrespective of the number of claimants or "You" involved in the "Claim." All such "Claims" shall be deemed to have been made at the time of the first such "Claim" was made or deemed made under Section IX A.</p>

Incident or Claim Reporting Provision

DESCRIPTION
<p>Notice of Claim joan.dambrosio@clydeco.us Clyde & Co. US LLP 101 Second Street, 24th Floor San Francisco, CA 94105</p> <p>24 hour Security Breach Hotline 1-855-217-5204 Baker & Hostetler LLP 45 Rockefeller Plaza New York, NY 10111-0100</p>

Extended Reporting Period (ERP) Options*

DESCRIPTION	PREMIUM AMOUNT	LENGTH
Optional ERP	100%	One Year (12 months)

*If ERP coverage is desired, then that request must be in writing to the carrier.

Endorsements Include, but are not limited to

DESCRIPTION
94 102 (01 05) Nuclear Incident Exclusion
94 103 (01 05) Radioactive Contamination Exclusion
94 801 (01 15) MISSISSIPPI Amendatory

Arthur J. Gallagher Risk Management Services, Inc.

Clay County BOS

Exclusions include, but are not limited to (see attached policy form for all exclusions and limitations)

DESCRIPTION

- Prior and Pending Claims and Circumstances
- Bodily Injury or Property Damage
- Intentional acts of any current principal partner director or officer of "Your" Organization
- Employment Practices
- Insured vs Insured with exception of Privacy Liability coverage for "Claims" made by a current or former employee of "Your" Organization
- Satellite failure/malfunction electrical mechanical infrastructure failure with carveout
- Failure of telephone lines data transmission lines or wireless communications connection
- ERISA violations
- Terrorism – except carve-back for acts perpetrated electronically
- Pollution
- Costs of upgrading/remediating computer system or digital assets – except "Restoration Costs" otherwise covered under Coverage G 2
- Product Recall
- Seizure confiscation destruction damage or loss of use of digital assets by order of any governmental authority
- Electrical Failure or Electromagnetic Discharge
- Ordinary wear and tear gradual deterioration or failure to maintain digital assets or "Computer Systems" on which digital assets are processed or stored whether owned by you or others

Binding Requirements

DESCRIPTION

Currently Signed and Dated Application

Premium \$3,246

ADDITIONAL OPTION AVAILABLE	LIMIT	RETENTION	PREMIUM
na	na	na	na

Clay County BOS

Changes & Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include but are not limited to those listed below:

- 1 Changes in any operation such as expansion to other states or new products
- 2 Mergers and/or acquisition of new companies
- 3 Any newly assumed contractual liability granting of indemnities or hold harmless agreements
- 4 Circumstances which may require increased liability insurance limits
- 5 Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems burglar alarms etc. This includes any alterations to same
- 6 Immediate advice of any changes to scheduled equipment such as contractors equipment electronic data processing etc
- 7 Property of yours that is in transit unless we have previously arranged for the insurance
- 8 Any changes in existing premises including vacancy whether temporary or permanent alterations demolition etc. Also any new premises either purchased constructed or occupied

No Changes and/or Developments

Signature _____

Title _____

Date _____

Named Insured

Named Insured _____

Clay County BOS _____

Any entity not named above may not be an insured entity. This may include partnerships and joint ventures.

Arthur J. Gallagher Risk Management Services, Inc.

Clay County BOS

Bindable Quotations & Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler MGA or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Wholesaler MGA or Intermediary % 4	AJG Owned? Yes or No
Cyber Liability	BCS Insurance Company	RPS	\$3,246	15 %	7.5 %	Yes

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume, or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Compensation Commission Disclosure or contact your Gallagher representative for additional information.

- 1 We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
- 2 If the premium is shown as an indication, the premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
- 3 The commission rate is a percentage of annual premium.
* Gallagher is receiving 15% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
- 4 *The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

Important Disclosures

The quotation(s) attached are an outline of certain terms and conditions of the insurance proposed by the insurers based on the information provided by your company. It does not include all the terms coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity but only as your broker obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization however we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language so read all policies carefully. Contact us with questions on these or any other issues of concern.

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary we will be pleased to provide you with a listing of actuaries for your use.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance, surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Premiums for the above policies are due and payable as billed in full or as insurance company installments. Premiums may be financed subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states "We are an Open Society" and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

Arthur J. Gallagher Risk Management Services Inc.

Clay County BOS

- 1 Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies annuity contracts guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
- 2 In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as "supplemental commissions" are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.
- 3 Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
- 4 Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.
- 5 Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law, may earn compensation for this value added service.
- 6 From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
- 7 Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to

Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, 20th Floor
Itasca, IL 60143

Arthur J. Gallagher Risk Management Services, Inc.

Clay County BOS

Carrier Ratings and Admitted Status

Proposed Carriers	A M Best's Rating	Admitted/Non Admitted
BCS Insurance Company	A- IX (EXCELLENT)	Admitted

If the above indicates coverage is placed with a non admitted carrier the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guaranty fund applicable in that state.

The above A M Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings Rating Levels and Categories

Level	Category	Level	Category	Level	Category
A++ A+	Superior	B B	Fair	D	Poor
A A	Excellent	C++ C+	Marginal	E	Under Regulatory Supervision
B++ B+	Good	C C	Weak	F	In Liquidation
				S	Suspended

Financial Size Categories

(In \$000 of Reported Policyholders Surplus Plus Conditional Reserve Funds)

FSC I	Up to	1 000	FSC IX	250 000	to	500 000	
FSC II	1 000	to	2 000	FSC X	500 000	to	750 000
FSC III	2 000	to	5 000	FSC XI	750 000	to	1 000 000
FSC IV	5 000	to	10 000	FSC XII	1 000 000	to	1 250 000
FSC V	10 000	to	25 000	FSC XIII	1 250 000	to	1 500 000
FSC VI	25 000	to	50 000	FSC XIV	1 500 000	to	2 000 000
FSC VII	50 000	to	100 000	FSC XV	2 000 000	or more	
FSC VIII	100 000	to	250 000				

Best's Insurance Reports published annually by A M Best Company Inc. presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A M Best Important Notice, Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A M Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

Best's Credit Ratings reproduced herein appear under license from A M Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria, or comparisons to any other ratings, rating scales, or rating organizations which are published or referenced herein. A M Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A M Best Company.

Arthur J. Gallagher Risk Management Services, Inc.

Clay County BOS

Gallagher companies use A M Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier nor does it make any representation or warranty concerning the rating of the carrier which may change.

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS			
A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.			
Best's Financial Strength Ratings			
	Rating	Descriptor	Definition
Secure	A++ A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
	A A	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++ B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Vulnerable	B B	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++ C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint, including cease and desist orders, conservatorship or rehabilitation but not liquidation, that prevents conduct of normal ongoing insurance operations.
	F	In Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation.
	S	Suspended	Assigned to rated companies when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
Rating Modifiers			
Modifier	Descriptor	Definition	
u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications.	
pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process. (Discontinued in 2010)	
s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.	
Rating Outlooks			
Indicates potential direction of a Best's Financial Strength Rating over an intermediate term, generally defined as 12 to 36 months.			
Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.		
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.		
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.		
Under Review Implications			
Indicates the potential direction of a Best's Financial Strength Rating that is in Under Review status based on information currently available.			
Positive	Indicates there is a reasonable likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event.		
Negative	Indicates there is a reasonable likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event.		
Developing	Indicates there is uncertainty as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a result of A.M. Best's analysis of a recent event.		
Not Rated Designation			
NR Assigned to companies that are not rated by A.M. Best.			
Rating Disclosure			
A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims payment policies or procedures, the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud, or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's Terms of Use at www.ambest.com .			
Best's Financial Strength Ratings are distributed via press release and/or the A.M. Best website at www.ambest.com and are published in the Credit Rating Actions section of Best's Journal™. Best's Financial Strength Ratings are proprietary and may not be reproduced without permission. Copyright © 2014 by A.M. Best Company, Inc. Version 080114			



Arthur J. Gallagher Risk Management Services, Inc.

Clay County BOS

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 07/02/2015 we accept the following coverage(s)
 Please check the desired coverage(s) and note any coverage amendments below

		LINE OF COVERAGE	CARRIER
<input type="checkbox"/> Accept	<input type="checkbox"/> Reject	\$1M Cyber Liability	BCS Insurance Company
<input type="checkbox"/> Accept	<input type="checkbox"/> Reject	OPTIONAL LIMITS OR RETENTIONS (as shown on "Additional Limit Options") Limit na Retention na Premium na Limit na Retention na Premium na Limit na Retention na Premium na	BCS Insurance Company

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal please list below

Producer/ Insured Coverage Amendments and Notes

It is understood this proposal provides only a summary of the details the policies will contain the actual coverages

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By _____
 Specify owner, partner or corporate officer

Print Name _____

Date _____

Arthur J. Gallagher Risk Management Services, Inc.



The Mississippi Association of Supervisors

August 18 2015

Amy Berry
Chancery Clerk
Clay County Board of Supervisors
P O Box 815
West Point MS 39773

Re Mississippi Association of Supervisors Insurance Trust (MASIT)

Dear Ms Berry,

We appreciate the Board's consideration of the Mississippi Association of Supervisors Insurance Trust ("MASIT") as a provider of insurance coverage for your county. Now in its second year of operation and insuring thirty three (33) counties, MASIT is proud of its success and more than that, is happiest that it has saved Mississippi counties in year one over \$2.5 million in property and casualty insurance premiums.

Attached to this letter is MASIT's property and casualty insurance quote proposal for your county for the upcoming policy year of April 1, 2015 through March 31, 2016. MASIT prepared this quote based on information provided on your behalf in the underwriting process.

When comparing MASIT's quote to any others you receive, we ask that you consider the following:

MASIT is a Mississippi business sponsored by your Mississippi Association Supervisors, an organization representing county interests for over 100 years,

MASIT invests county premiums in a Mississippi bank and employs local residents to administer the program.

MASIT paid over \$500,000 in its first year of operation in commissions to local agents in your communities,

MASIT is the only carrier offering full replacement property coverage to Mississippi counties and that will pay to replace your property up to historically designated standards.

MASIT is the only carrier writing county coverage that does not have an annual limit on the total amount of general liability claims.

MASIT not only offers flood, earthquake and terrorism as standard coverages but does so with much higher limits of liability than any of its competitors.

MASIT includes in your quote coverages not routinely offered by others such as builders' risk and cyber coverage,

MASIT has expanded and brought in-house its risk management program that will offer its members these improved services in the years to come at no cost.

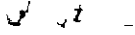
MASIT covers VFD's and EMT's so long as they are included in the county's application submission.

MASIT is speeding up its planned appraisals by completing these for all members in the next 18 months at no cost to its members.

793 North President Street Jackson Mississippi 39202
Phone 601 353 2741 Fax 601 353 2749 www.mssupervisors.org

Again, thank you for considering MASIT as your insurance provider. We know that counties are the foundation of Mississippi government and that as they go, so goes the state. For those reasons, your MAS Board of Directors unanimously approved offering the MASIT program to our members. We intend to build on last year's success and continue to offer your county the very best coverage at the very best price, saving taxpayers much needed costs in these tough budget times.

Sincerely,



Derrick Surette
Executive Director, MAS
Treasurer MASIT

Notice

This proposal provides coverage under the authority of Miss. Code Ann. Section 11-47-1 et seq. (1972). Election of coverage will require the execution and delivery of a Member Agreement. The term of this Agreement is one year from the effective date stated below with automatic renewal on April 1 of each subsequent year. This proposal is based on information provided by the entity and/or their representative. Changes in exposures prior to the inception of coverage may result in changes to the proposal and affect the final Member contribution. This proposal is for descriptive purposes only and all coverage limits, terms, and conditions are controlled by the Declarations and Coverage Document issued upon signed acceptance of this proposal and submission of an executed Member Agreement. MASIT pools risks among Members and although it is structured to protect Members, could require an adjustment contribution to meet any shortfall in the loss fund. However, MASIT has purchased reinsurance in substantial amounts in order to protect against such an occurrence.

**THE MISSISSIPPI ASSOCIATION OF SUPERVISORS
INSURANCE TRUST
PROPERTY AND CASUALTY**

MASIT

MAS Insurance Trust

Quote Proposal

Coverage Period

September 1, 2015

To

April 1, 2016

Presented To

Clay County Board of Supervisors

P O Box 815

West Point, MS 39773

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

Effective Date 9/1/2015
Expiration Date 4/1/2016

Coverages	Limits	Deductibles	Pro-Rata Contribution
I Property Pool Limit - per occurrence	\$250 000,000	\$5,000	\$15,088
Electronic Data Processing Equipment	Included	\$5 000	Included
Electronic Data Processing Media	Included	\$5 000	Included
Extra Expense	\$50 000 000	\$5 000	Included
Increased Cost of Construction	\$25 000 000	\$5 000	Included
Accounts Receivable	\$250 000	\$5 000	Included
Valuable Papers and Records	\$250 000	\$5 000	Included
Newly Acquired/Newly Constructed	\$25 000 000	\$5 000	Included
Mobile Equipment (a sublimit of \$100 000 applies to Rented/Leased Equip)	ACV	\$5 000	Included
Fine Arts	\$2 500 000	\$5 000	Included
Property in Transit	\$25 000 000	\$5 000	Included
Debris Removal per occurrence	\$2 500 000	\$5 000	Included
Earthquake - Occurrence and Aggregate	\$50 000 000	\$5 000	Included
Flood, except Zones A & V - Occurrence and Aggregate	\$50,000 000	\$5 000	Included
Flood Zones A & V - Occurrence and Aggregate	\$10 000 000	\$5 000	Included
Course of Construction	\$25 000 000	\$5 000	Included
Equipment Breakdown Coverage	\$100 000 000	\$5 000	Included
Miscellaneous Unnamed Locations	\$25 000 000	\$5,000	Included
Errors & Omissions	\$50 000 000	\$5 000	Included
Terrorism Coverage	Included	\$5 000	Included
II Crime			
Employee Dishonesty	\$100,000	\$2,500	Included
Forgery or Alteration	\$100 000	\$2 500	Included
Money and Securities Inside and outside	\$100 000	\$2 500	Included
Computer Fraud	\$100 000	\$2 500	Included
III General Liability			
A Bodily Injury and Property Damage			
per occurrence	\$500,000	\$0	\$4,780
per occurrence not subject to Tort Act	\$1 000 000		Included
B Personal Injury	\$500 000		Included
C Employees Benefits Injury	\$500 000		Included
Employee Benefits Injury Retroactive Date	9/1/1997		Included
D Products/Completed Operations	\$500 000		Included
E Law Enforcement Liability (Claims Made) Retro Date 9/1/2005	\$1 000,000	\$10,000	\$18,307
Law Enforcement Annual Aggregate	\$2 000 000		Included
F Fire Legal Liability	\$500 000		Included
G Medical Payments per occurrence	\$5 000		Included
Medical Payments Annual Aggregate	\$50 000		Included
H Sexual Abuse and Molestation (Per Occurrence and Annual Aggregate)	\$1 000 000		Included
IV Public Officials Errors & Omissions Liability			
Public Officials Errors & Omissions Liability Retroactive Date	9/1/1997		
A Wrongful Acts Coverage - Per Claim	\$1,000,000	\$10,000	\$2,231
Annual Aggregate	\$3 000 000		
B Non Pecuniary Defense Reimbursement			
Per Claim	\$100 000	\$10 000	Included
Annual Aggregate	\$100 000		

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

Effective Date 9/1/2015
Expiration Date 4/1/2016

Coverages (continued)

V Automobile Coverage

	Limits	Deductibles	Pro-Rata Contribution
A Each Accident	\$500,000	\$0	\$25,692
B Each accident not subject to Tort Act	\$1 000 000		Included
C Garagekeepers Legal Liability	\$75 000	\$1 000	Included
D Medical Payments	Not Covered		Not Covered
E Uninsured/Underinsured Motorists	\$750 000		Included
F Hired Car Physical Damage	\$75 000	\$1 000	Included
G Vehicle Physical Damage (scheduled vehicles)	ACV	\$500	\$13,641

VI Cyber Coverage

THIRD PARTY LIABILITY

	Annual Aggregate Limit		
A Information Security & Privacy Liability	\$2 000 000	\$50,000	\$1,455
B Privacy Notification Costs	\$500 000	\$50 000	Included
C Penalties for Regulatory Defense and Penalties PCI Fines and Penalties Sublimit	\$2 000 000 \$100 000	\$50 000 \$50 000	included Included
D Website Media Content Liability	\$2 000 000	\$50 000	Included

FIRST PARTY COMPUTER SECURITY

E Cyber Extortion Loss sublimit	\$2 000 000	\$50 000	Included
F Data Protection Loss and Business Interruption Loss Sublimit	\$2 000 000	\$50 000	Included
G First Party Business Interruption Sub-Limits of Liability			
1) Hourly Sublimit	\$50 000		Included
2) Forensic Expense Sublimit	\$50 000		Included
3) Dependent Business interruption Sublimit	\$150 000		Included

The sublimits displayed above in Cyber Items B C, D E F and G above are part of, and not in addition to, the overall Annual Aggregate Limit of Liability for each Insured/Member (Item A)

Cyber coverages A B and C are provided on a Claims Made and reported basis

Cyber waiting period for first party claims 8 hours

VII Exposure Rating Base

A Total Insured Value	\$22 253 487
B # Employees	94
C Full Time Law Enforcement Officers	40
D # Autos	112
E Auto Physical Damage Value	\$5 029 913

Total Contribution \$21,194

Limits and deductibles for all coverages are standard under the MASIT program This quotation includes 10% agents commission Optional limits and deductibles are available - please contact Leslie Scott at lscott@massup.org

Your actual final premium may be lower based on a number of factors including any applicable discounts, receipt of further underwriting data, risk control data and rating data.

THE MISSISSIPPI ASSOCIATION OF SUPERVISORS

NOTICE TO BIND

*To bind coverage, indicate your coverage selection by marking the appropriate box below and signing where indicated.
Return via email to Leslie Scott at lscott@massp.org*

Clay County Board of Supervisors

<u>Coverage Summary</u>	<u>Annual Contribution</u>	<u>Pro-Rata Contribution 9/1/2015 to 4/1/2016</u>
I Property Limit (incl Auto Phys Dmg) - per occurrence Equipment Breakdown Coverage	\$49,364 Included	\$28,729 Included
II Crime	Included	Included
III General Liability incl Law Enforcement Liability	\$39,668	\$23,087
IV Public Officials Errors & Omissions Liability	\$3,833	\$2,231
V Automotive Coverage	\$44,144	\$25,692
VI Cyber Risk (OPTIONAL)	\$2,500	\$1,455
Total Contribution	\$139,509	\$81,194

Please indicate your choice below

- Casualty Only (III , IV , and V) _____
- Property Only (I , and II) _____
- Casualty and Property (I - V) _____
- Cyber Risk (VI) _____

**I hereby acknowledge all selections and rejections
contained herein**

Entity Representative's Signature

Printed Name

Position

Date



Arthur J Gallagher & Co

Property	One Beacon 2014		One Beacon 2015		Travelers 2015	
	Limits	Premiums	Limits	Premiums	Limits	Premiums
Property	15 965 803	36 582	16 165 803	38 506	19 685 803	42 702
Contents	3 055 000		3 055 000		included	
Business Income	250 000		250 000		250 000	
Deductible	2 500		2 500		2 500	
Specific Locations Bldg	Loc 29 1(ACV)200 000		Loc 28 1(ACV)200 000		Loc 28 1(ACV)200 000	
Earthquake					(50 000 ded)1 000 000	included
Equipment Breakdown	Included		Included		Included	
Inland Marine		490		240		Included
Hardware & Media	444 500		444 500		included above/\$1000 ded	
Scheduled	2 505 899		2 392 718		2 324 987	
Unschedule Equip	50 000		50 000		50 000	
Deductible	500		500		500	
Other scheduled					67 731	
Crime	100 000	Included	100 000	Included	100 000	Included
	500		500		500	
Casualty						
	Limits	Premiums	Limits	Premiums	Limits	Premiums
General Liability	500 000/1 000 000	18 071	500 000/1 000 000	19 738	1 000 000/2 000 000	14 137
Sexual Abuse	300 000		300 000		500 000	207
Health Care	500 000		500 000		Included in GL Limit	
Emp Benefits Liab	1 000 000/3 000 000	included	1 000 000/3 000 000		1 000 000/3 000 000	381
Deductible	1 000		1 000		1 000	
Retro 9/1/1997						
Law (Claims Made)	2 000 000/2 000 000	21 584	2 000 000/2 000 000	23 537	2 000 000/2 000 000	18 337
Deductible	10 000		10 000		10 000	
Retro Date 9/1/2000						
POL(Claims Made)	1 000 000/3 000 000	Included	1 000 000/3 000 000	Included	1 000 000/2 000 000	3 316
Deductible	5 000		5 000		5 000	
Retro 9/1/1997						
EPLI (Claims Made)	1 000 000/3 000 000	Included	1 000 000/3 000 000	Included	1 000 000/2 000 000	14 789
Deductible	5 000		5 000		5 000	
Retro 9/1/1997						
Auto Liability	750 000	66 784	750 000	64 975	750 000	33 611
Uninsured Motorst	750 000		750 000		750 000	
Medical Payments						
Deductible						
Auto Physical Damage		Included		Included		12 547
Deductible	500/500		500/500		500/500	
					Cyber Liability \$25 000	\$300
			Grand Total Excluding TRIA	\$146 994 00		
			Optional Terrorism	\$1 524 00		
	Grand Total Including TRIA	\$144,920 00	Grand Total Including TRIA	\$148,518 00	Grand Total including TRIA	\$140,327 00
	Limits	Premiums	OPTIONS	Limits	Premiums	Limits
			BCS Insurance Co			
			To add Cyber Liability	\$ 3 246 00		
			\$1 000 000 /\$1 000 000			
			Retention \$5 000			
			Retro Date 9/1/15			

479



Travelers Companies
Public Sector Services
9601 McAllister Freeway Ste 920
San Antonio, TX 78216
Phone 210-525-3600
Toll-Free 800-347-4740
Fax 210-525-3801

INSURANCE PROPOSAL

Created for
Clay County Board Of Supervisors

Effective Date Expiration Date
September 1, 2015 September 1 2016

Presented by
A J Gallagher RMS

Prepared by

<i>Account Executive</i>	<i>Territory Manager</i>
Sharon Bryant	Gil Jackson

Date Prepared
August 18, 2015

Travelers Companies
A.M Best Rating A++ (Superior)

IMPORTANT Proposed coverages are provided by the company s forms subject to the terms conditions and limitations of the policy (ies) in current use by the company The policies themselves must be read for specific details No warranty is made or implied regarding compliance with any bid specifications unless such provisions are a part of the proposal

ABOUT TRAVELERS

Travelers (NYSE: TRV) is a leading provider of property casualty insurance and surety products and of risk management services to a wide variety of businesses, other organizations and to individuals. The company reported 2013 revenues of \$26 billion and total assets of \$103.8 billion.

Our products are distributed primarily through U.S. independent insurance agents and brokers. Travelers is the second largest writer of personal insurance through independent agents. Travelers is headquartered in St. Paul, Minnesota, with significant operations in Hartford, Connecticut. The company also has offices in the U.K., Ireland, and Canada. Travelers has about 33,000 employees worldwide. For more information, visit www.travelers.com.

Financial Strength

The financial strength of an insurance company is understandably important to its policyholders. Independent services, such as A.M. Best, Standard & Poor's and Moody's, have consistently given high ratings to our claim-paying ability and financial strength.

The independent financial strength ratings, which reflect the Travelers claims-paying ability, are as follows:

A.M. Best	A++	(A++ is the highest of 16)
Standard & Poor's	AA	(AA is the 3rd highest of 21)
Moody's	Aa2	(Aa2 is the 3rd highest of 21)

It is the policy of Travelers to comply with all applicable federal, state and local fair employment laws. In addition, Travelers files appropriate EEO-1 reports and voluntarily subscribes to the principles of affirmative action.

Travelers is the leading provider of property and casualty insurance for public entities. It's a position we've worked hard to earn by building lasting relationships and strong foundations in communities across the country. With our expertise, years of hands-on experience and outstanding financial strength and stability, clients count on us to deliver thoughtfully designed, tailored insurance coverages and risk management solutions for the exposures they face.

Our underwriting, risk control and claim teams work exclusively with public entities. Travelers has impressive capabilities to serve the needs of the market. We're proud to offer:

- Package products for municipalities, counties, water and sewer districts and other selected special districts. For these segments, we deliver a menu of customized offerings and solutions – including property, liability, auto and professional coverages – designed specifically for local governments.
- Large public entity property business – including schedules in excess of \$250 million total insured values – for the segments listed above as well as for schools, excess property and assumed reinsurance.

The team at Travelers takes the time to understand issues affecting local government. They analyze current risks, anticipate those customers may face in the future and create flexible solutions to manage both.

Underwriting

Our underwriters stay abreast of public affairs, as well as evolving legal and social issues. We develop balanced solutions to meet each customer's unique situation and work with agents and brokers to customize the most effective plan for our clients.

Claim Services

When it comes to claim handling, one size doesn't fit all. Travelers has claim professionals dedicated to handling claims for public entities. They understand state-specific issues and have extensive knowledge of the immunities and special defenses afforded to public entities. In addition, Travelers retains defense counsel who specializes in representing public entities and understand the complexity of public entity legislation.

Risk Control Services

Travelers risk control consultants work exclusively with public entity clients. These risk control professionals are dedicated to understanding a customer's unique operations, risks and issues. The value-added risk management programs, seminars and personalized service plans offered by Travelers help prevent losses and reduce overall costs for public entities.

RISK CONTROL RESOURCES

Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities, as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select Travelers as your insurance carrier, you will have access to a wealth of risk control resources, including, but not limited to:

- The Public Sector Risk Control Seminars. The value added risk management programs, seminars and training sessions offered by Travelers help prevent losses and reduce overall costs for public entities.
- Travelers Web Site. As a policyholder, you will have access to our Risk Control Web-site. You will be able to immediately download risk control materials or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses. <http://www.travelers.com/riskcontrol>
- Public Sector Risk Control Answer Line. Have a technical question about a risk control issue? Use the Travelers Public Sector Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information. Ask Risk Control@Travelers.com
- Employment Practices Liability Risk Management Resources. Our EPL resources include:
 - 1) Free access to an Internet based resource site with a wealth of employment practices information including emerging issues in employment law, sample handbook, best practices for policies and procedures, articles, searchable library and much more.
 - 2) 800# Hotline for free general guidance from an attorney who specializes in employment law and can answer questions about workplace concerns.
 - 2) Hundreds of vendor web-based risk management training courses which are available from any computer with internet access, anytime 24/7. Travelers clients simply set up an account with the vendor and receive a 15% discount off retail pricing. Additional volume discounts are applied on purchases of \$1,000 or more.
- CyberFirst. eRisk Hub is a private web based portal containing information and technical resources that can assist in the prevention of network, cyber and privacy events and provide timely support if an incident occurs.
- In the Public Interest Newsletter. Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal.

DELUXE PROPERTY

Coverages And Limits Of Insurance - Described Premises

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below and then only at the premises location for which a value for such coverage or property is shown on the Statement of Values dated below or subsequently reported to and insured by us For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule Specific Limits

Statement of Values dated 7/30/2015

Blanket Description of Coverage or Property	Limits of Insurance
Building & Your Business Personal Property	\$ 19 665 303

Coinsurance Provision Coinsurance does not apply to Blanket Coverages shown above

Valuation Provision

Replacement Cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition)

Specific Limits - Described Premises - Insurance applies only to a premises location and building number and to a coverage or type of property for which a Specific Limit of Insurance is shown on schedule

Coinsurance Provision Coinsurance does not apply to any Building, Personal Property or Stock coverage for which a Specific Limit of Insurance is shown on schedule

Exception(s))

Coinsurance applies to the following Covered Property for which there is a percentage factor shown below

Building(s) 90%

Valuation Provision

Replacement Cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition)

Exception(s)

Building(s) Actual Cash Value

Other

DELUXE PROPERTY

Additional Covered Property

Limits of Insurance

Personal Property at Undescribed Premises			
At any exhibition premises		\$	50 000
At any installation premises or temporary storage premises			Not Covered
At any other not owned, leased or regularly operated premises		\$	50 000
Sales Representative Property			Not Covered
Personal Property in Transit		\$	50 000
Excluded Modes of Transportation or Shipments (if Yes)			
No Air Carrier	No	Insured s Vehicles	
No Railroad	No	Common or Contract Carrier	
No Watercraft	No		

**DELUXE PROPERTY COVERAGE FORM -
ADDITIONAL COVERAGES & COVERAGE EXTENSIONS**

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance	Revised Limits of Insurance
Accounts Receivable At all described premises	\$ 50 000	\$ 100 000
Accounts Receivable In transit or at all undescribed premises	\$ 25 000	\$ 100 000
Appurtenant Buildings and Structures	\$ 100 000	
Claim Data Expense	\$ 25 000	
Covered Leasehold Interest - Undamaged Improvements & Betterments Lesser of Your Business Personal Property Limit or	\$ 100 000	
Debris Removal (additional amount)	\$ 250 000	
Deferred Payments	\$ 25 000	
Duplicate Electronic Data Processing Data & Media	\$ 50 000	
Electronic Data Processing Data and Media at all described premises	\$ 50 000	
Employee Tools - In any one occurrence	\$25 000	
- Any one item	\$ 2,500	
Expediting Expenses	\$ 25 000	
Extra Expense	\$ 25 000	
Fine Arts At all described premises	\$50 000	
- In transit	\$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives Increased Cost Percentage	1%	
Maximum Amount Each building	\$ 100 000	
Green Building Reengineering and Recertification Expense	\$ 25,000	
Limited Coverage for Fungus Wet Rot or Dry Rot Annual Aggregate	\$ 25 000	
Loss of Master Key	\$ 25 000	
Newly Constructed or Acquired Property		
Buildings Each	\$ 2 000 000	
Personal Property at each location	\$ 1 000 000	
Non-Owned Detached Trailers	\$ 25 000	
Ordinance or Law Coverage	\$ 250,000	
Outdoor Property	\$25,000	\$50 000
- Any one tree shrub or plant	\$ 2,500	
Outside Signs At all described premises	\$100,000	
- At all undescribed premises	\$ 5 000	
Personal Effects	\$ 25 000	\$ 50 000
Personal Property At Premises Outside of the Coverage Territory	\$ 50 000	
Personal Property In Transit Outside of the Coverage Territory	\$ 25 000	\$ 50 000
Excluded Modes of Transportation or Shipments (if "Yes ")		
No Air Carrier No Insured's Vehicles		
No Railroad No Common or Contract Carrier		
No Watercraft		
Pollution Clean Up and Removal Annual Aggregate	\$ 100 000	
Preservation of Property	\$ 250 000	
- Direct loss or damage to moved property	Included*	
Reward Coverage 25% of covered loss up to a maximum of	\$ 25 000	
Stored Water	\$ 25 000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	\$ 50 000	
Valuable Papers and Records Cost of Research		
At all described premises	\$ 50 000	\$ 100 000
In transit or at undescribed premises	\$ 25 000	\$ 100 000
Water or Other Substance Loss Tear Out and Replacement Expense	Included*	

*Included means included in applicable Covered Property Limit of Insurance

**DELUXE PROPERTY COVERAGE FORM -
BUSINESS INCOME COVERAGE**

Deluxe Business Income Coverage Form (And Extra Expense) - Described Premises

Premises Location No	Building No	Limits of Insurance
All	All	\$ 250 000

Business Income Rental Value	Included
Business Income Ordinary Payroll	Included

Additional Coverages and Coverage Extensions

The Limits of Insurance Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance, Coverage Period or Coverage Radius	Revised Limits of Insurance, Coverage Period or Coverage Radius
Business Income from Dependent Property		
- At Premises Within the Coverage Territory	\$ 100 000	
- At Premises Outside of the Coverage Territory	\$ 100 000	
Civil Authority		
- Coverage Period	30 days	
- Coverage Radius	100 miles	
Claim Data Expense	\$ 25 000	
Contract Penalties	\$ 25 000	
Extended Business Income Coverage Period	180 days	
Fungus Wet Rot or Dry Rot		
- Amended Period of Restoration Coverage Period	30 days	
Green Building Alternatives		
- Increased Period of Restoration Coverage Period	30 days	
Ingress or Egress	\$ 25 000	
- Coverage Radius	1 mile	
Newly Acquired Locations	\$ 500 000	
Ordinance or Law - Increased Period of Restoration	\$ 250 000	
Pollutant Cleanup and Removal - Annual Aggregate	\$ 25 000	
Transit Business Income	\$ 25 000	
Undescribed Premises	\$ 25 000	

DELUXE PROPERTY COVERAGE FORM - ADDITIONAL COVERAGE

Cause of Loss - Earthquake

Causes of Loss Earthquake aggregate in any one policy year for all losses covered under the Causes of Loss Earthquake endorsement commencing with the inception date of this policy

	Annual Aggregate Limit
Applies at the following Building(s) numbered	
<u>001-032</u>	\$ 1 000 000

If more than one Annual Aggregate Limit applies in any one occurrence the most we will pay is the highest involved Annual Aggregate Limit The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown

DELUXE PROPERTY COVERAGE FORM - ADDITIONAL COVERAGE

Utility Services

Direct Damage in any one occurrence (See Utility Services - Direct Damage endorsement)

Limits of Insurance
\$ 50 000

Coverage is provided for the following:

Water Communication & Power Supply

Coverage for Overhead Transmission Lines is

Excluded

Cause of Loss - Equipment Breakdown Applies

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income Extra Expense and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part

		Limits of Insurance	Revised Limits of
Coverage Extension	Spoilage	\$25 000	\$250 000
	Ammonia Contamination	\$25,000	\$250 000
Limitation	Hazardous Substance	\$25 000	\$250 000

DELUXE PUBLIC SECTOR SERVICE ADDITIONAL COVERAGE ENDORSEMENTS
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	Limits of Insurance	Revised Limits of Insurance
Spoilage Coverage Extension DX T3 15	\$ 10 000	
Sewer or Drain Backup Limitation DX T4 45	\$ 100 000	
Public Entity Property Extensions DX T 4 47		
Confiscated Property	\$ 100 000	
Street Lights each item	\$ 2 500	
Street Lights per occurrence	\$ 50 000	
Street Signs - each item	\$ 2 500	
Street Signs per occurrence	\$ 50 000	
Traffic Signs and Lights each item	\$ 2 500	
Traffic Signs and Lights per occurrence	\$ 50 000	
Stadium Lights each item	\$ 2 500	
Stadium Lights - per occurrence	\$ 50 000	

DELUXE DEDUCTIBLES

Deductible Amount

Earthquake

By Earthquake In any one occurrence at the following buildings numbered below

\$ 50 000

001-032

As respects Business Income Coverage an hour deductible applies at all premises locations

72 Hours

DELUXE DEDUCTIBLES

To "Electronic Data Processing Equipment" in any one occurrence	\$	1 000
To "Electronic Data Processing Data and Media" in any one occurrence	\$	1 000
Business Income As respects Business Income Coverage for which no other deductible is stated above or in the coverage description an hourly deductible applies		72 Hours
Any Other Covered Loss in any one occurrence	\$	2 500

DELUXE AMENDMENTS

The following apply

Cap on Losses Certified Act of Terrorism

Electronic Vandalism Limitation Endorsement

GOVERNMENTAL CRIME

**The Governmental Crime - Discovery Coverage Part Consists of this Declarations Form
and the Governmental Crime - Discovery Coverage Form**

Employee Benefit Plan(s) Included As Insureds

Insuring Agreements	Limit of Insurance Per Occurrence	Deductible Amount Per Occurrence
Employee Theft - Per Loss	\$ 100 000	\$ 500
Forgery or Alteration	\$ 100 000	\$ 500
Inside the Premises-Theft of Money & Securities	\$ 100 000	\$ 500
Outside Premises	\$ 25 000	\$ 500
Computer Fraud	\$ 100 000	\$ 500

The Following Endorsements Apply

- Add Faithful Performance of Duty Coverage – Government Employees

The Following Additional Exclusions Apply

- Treasurer or tax collector excluded under Employee Theft.
- Employees required by law to be individually bonded excluded under Employee Theft
- Exclusion of Certain Computer Related Losses

INLAND MARINE

Coverage	Limits of Insurance & Deductibles
Contractor's Equipment (IM PAK)	
Listed Items	\$ 2 324 987
Unlisted Items	\$ 50 000
Not To Exceed	50 000 per item
Leased or Rented Items	No Coverage
Newly Acquired Contractors Equipment	\$ 250 000
Replacement Items	
Rental Cost	\$5 000 per item
Loss to any one Replacement Item	\$100 000 per item
Maximum Amount of Payment	\$ 2 374 987
Flood Limit of Insurance	No Coverage
Flood Annual Aggregate Limit of Insurance	No Coverage
Earth Movement Limit of Insurance	\$ 500 000
Earth Movement Annual Aggregate Limit of Insurance	\$ 500 000
Basic Deductible	\$ 500
Flood Deductible	No Coverage
Earth Movement Deductible	\$ 50 000
Windstorm Deductible	\$ 500
Scheduled Property (IM PAK)	
Scheduled Items	\$ 67 731
Flood Limit of Insurance	No Coverage
Flood Annual Aggregate Limit of Insurance	No Coverage
Earth Movement Limit of Insurance	\$ 67 731
Earth Movement Annual Aggregate Limit of Insurance	\$ 67 731
Basic Deductible	\$ 500
Flood Deductible	No Coverage
Earth Movement Deductible	\$ 50 000
Windstorm Deductible	\$ 500

INLAND MARINE

Coverage

Deductible

Limit

The Following Endorsements Apply

- Exclusion of Loss Due to Virus or Bacteria
- Exclusion of Certain Computer Related Losses

- Cap on Losses Certified Act of Terrorism

GENERAL LIABILITY - OCCURRENCE

Coverage		Limit
General Aggregate Limit	\$	2 000 000
Products Completed Operations Aggregate Limit	\$	2 000 000
Personal and Advertising Injury Liability Any One Person or Organization Limit	\$	1 000 000
Each Occurrence Limit	\$	1 000 000
The following limits apply		
Damage to Premises Rented to You Limit (Any One Premises)	\$	1 000 000
Abuse or Molestation Aggregate Limit	\$	500 000
Each Abuse or Molestation Offense Limit	\$	500 000
Statutory Cap limits of Coverage Endorsement		
Mississippi Each Occurrence Statutory Cap Limit	\$	500 000

GENERAL LIABILITY - OCCURRENCE

The following additional coverages are included

Amendment of Coverage B - Personal & Advertising Injury

Amendment - Pollution Exclusion

Public Entity Xtend

Mobile Equipment Redefined Public Entities

Cap on Certified Acts of Terrorism

Professional Health Care & Social Services (CGD481) applies when "Yes" is indicated below

Nurses	Not Jail	No	EMT's	Yes	Social Services	No
Jail Nurses		No	Coroner	No		

The following additional exclusions apply

Employers Liability Exclusion

Employment-Related Practices Exclusion

Asbestos

Injury to Volunteer Firefighters

Law Enforcement Activities Or Operations

Medical Payments Exclusion

Employees And Volunteer Workers As Insureds For Certain Bodily Injury Personal Injury And Property Damage

Exclusion Access or Disclosure of Confidential Or Personal Information

Unsolicited Communications

War

Public Use Of Private Property

Fungi or Bacteria

Discrimination

Professional Health Care Services Public Entities

Exclusion Consumer Financial Protection Laws

• Exclusion Failure To Supply

Excluded Premises & Operations are identified at the end of the proposal

GENERAL LIABILITY - OCCURRENCE

Features & Benefits

Coverage

This coverage is designed to cover the premises and operations exposures of the named insured. It covers amounts any insured is legally required to pay as damages for covered injury or damage that results from an occurrence, including:

- | | |
|------------------------------------|---|
| Reasonable Force Property Damage | Non-Owned Watercraft 50 Feet Long or Less |
| Owned Watercraft Less Than 25 Feet | Aircraft Chartered With Pilot |
| Damage to Premises Rented to You | Increased Supplementary Payments |
| Good Samaritan Services Coverage | Contractual Liability - Railroads |
| Host Liquor | Knowledge and Notice of Occurrence or Offense |
| Unintentional Omission | • Blanket Waiver of Subrogation |

Bodily Injury and Property Damage Pollution Coverage for

- Pesticide/herbicide application
- Application of chlorine, sodium hypochlorite or any other chemical used in sewage/water treatment or swimming pools
- Hostile fire, heat, fumes or smoke
- Mobile equipment operating fluids
- Fire fighting or emergency response services

Who is an Insured

- | | |
|---------------------------------|---|
| Public Entity | Owners, Managers or Lessors of Premises |
| Elected or Appointed Officials | Lessors of Equipment |
| Board Members | Watercraft Users |
| Employees and Volunteer Workers | |

Other

- ◆ Coverage for sewage back up, if applicable, is for negligent acts only.
- ◆ Your Law Enforcement Activities or Operations, including jail premises, are excluded. Coverage may be available under Law Enforcement Liability agreement.
- ◆ Employment-related practices are excluded. Coverage may be available under your Employment-Related Practices Liability - Claims-Made agreement.
- ◆ Fellow employee injury is excluded unless otherwise indicated on the previous page.
- ◆ Taking of private property for public use (eminent domain), diminution in value and inverse condemnation are excluded.

EMPLOYEE BENEFIT PLANS LIABILITY**Claims Made**

Coverage	Limit
Aggregate Limit	\$ 3 000 000
Each Employee Limit	\$ 1 000 000
Each Employee Deductible Loss Only	\$ 1 000
Retroactive Date	9/1/1997

Features & Benefits**Coverage**

This coverage is designed to cover liability arising out of a wrongful act committed in the administration of certain types of employee benefit plans. Administration includes advise, interpretation and calculation of benefits, except as excluded. Coverage does not apply if the entity knew of a wrongful act prior to the effective date of this policy and could have reasonably foreseen that it would result in a suit or claim against the entity.

Who is an Insured

Public Entity
Employees

LAW ENFORCEMENT LIABILITY

Claims Made

Coverage	Limit
Aggregate Limit	\$ 2 000 000
Each Wrongful Act Limit	\$ 2 000 000
Retroactive Date (Applies only if Claims Made)	9/1/2000
Statutory Cap limits of Insurance	
Mississippi Statutory Cap Limit	\$ 500 000
Each Wrongful Act Deductible Damages and Defense Expenses	\$ 10 000
The Following Endorsements Apply	
Fungi or Bacteria Exclusion	Cap On Losses From Certified Acts of Terrorism
Professional Health Care Services Liability Coverage	
Jail Nurses	

Features & Benefits

Coverage

This coverage is designed to cover the premises and operations exposures and the professional liability of law enforcement agencies including jail operations. It covers amounts any insured is legally required to pay as damages for covered bodily injury, property damage or personal injury that results from the conduct of law enforcement activities or operations of your law enforcement agency and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. Includes coverage for the following:

- | | |
|---|---|
| Bodily Injury, Personal Injury and Property Damage | Authorized Moonlighting |
| Handling and treatment of corpses and dispensing of medication | Canine & Equine Exposures |
| Injury due to the use of mace, pepper spray or tear gas | False Arrest, Detention or Imprisonment |
| • Mental Anguish, Emotional Distress, Humiliation | False or Improper Service of Process |
| Violation of Civil Rights protected under any federal, state or local law | Mutual Aid Agreements |

Who Is An Insured

- | | | |
|--|-------------------|-----------------------|
| Public Entity | Employees | Legal Representatives |
| Elected and Appointed Officials,
Executive Officers and Directors | Volunteer Workers | |

Other

- ◆ Pay on behalf of basis (Deductible Options Only)
- ◆ Duty to defend claims and suits even if allegations are groundless, false, or fraudulent (Deductible Options Only)
- ◆ Additional Supplementary Payment of \$25,000 for personal property of others (Deductible options only)
- ◆ All claims involving use of an auto are subject to the automobile insuring agreement
- ◆ Employment-related practices excluded
- ◆ Injury to employees and volunteer workers excluded

PUBLIC ENTITY MANAGEMENT LIABILITY

Claims-Made

Coverage	Limit
Aggregate Limit	\$ 2 000 000
Each Wrongful Act Limit	\$ 1 000 000
Sublimit - If selected this coverage is a sublimit and reduces the Aggregate Limit	
Limited Special Expenses Aggregate Limit - Key Employees	Not Covered
Limited Special Expenses Participation Percentage - Key Employees	Not Applicable
Each Wrongful Act Deductible - Damages and Defense Expenses	\$ 5 000

Retroactive Date 9/1/1997

IMPORTANT NOTICE The Public Entity Management Liability Form provides claims made coverage

The Following Endorsements are Included

Cap On Losses From Certified Acts of Terrorism

The Following Are Excluded When "Yes" Is Indicated Below

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities Clinics	Yes	Gas Utilities
Yes	Health Care Facilities Hospital	Yes	Electric Utilities
Yes	Health Care Facilities Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

Features and Benefits

Coverage

This coverage is designed to cover damages (other than bodily injury personal injury advertising injury or property damage) any insured is legally required to pay for covered loss that results from the conduct of duties by or for a public entity or its boards and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. However, employment-related practices are not covered.

Who Is An Insured

Public Entity	Employees (including employees of the entity's boards)
Boards and Board Members	Legal Representatives
Elected and Appointed Officials	Volunteer Workers
Executive Officers & Directors	

Other

- ◆ Pay on behalf of basis. (Deductible options only)
- ◆ Duty to defend claims and suits even if allegations are groundless, false or fraudulent
- ◆ No exclusion for Architects, Engineers or Lawyers
- ◆ Professional health care services and law enforcement activities or operations exclusions apply
- ◆ Taking of private property for public use or benefit (eminent domain), diminution in value and inverse condemnation are excluded.

PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY

Claims Made

Important Notice

The Public Entity Employment Related Practices Liability Form provides claims made coverage
Defense expenses are payable within the limits of insurance

Coverage	Limit
Aggregate Limit	\$ 2 000 000
Each Wrongful Employment Practice Offense Limit	\$ 1 000 000
Each Wrongful Employment Practice Offense Deductible Damages and Defense Expenses	\$ 5 000
Retroactive Date	9/1/1997

The Following Endorsements Apply

Cap On Losses From Certified Acts of Terrorism

Features and Benefits

Coverage

This coverage is designed to cover damages (other than bodily injury or property damage) any insured is legally required to pay for covered employment loss that results from a wrongful employment practice offense. Wrongful employment practice offense is defined to include discrimination, wrongful termination harassment, retaliatory action wrongful discipline, wrongful hiring, supervision demotion, or failure to promote and employment-related misrepresentation defamation, libel slander, disparagement, and invasion of privacy

Who Is An Insured

Public Entity	Employees (including employees of the entity's boards)
Boards and Board Members	Legal Representatives
Elected and Appointed Officials	Volunteer Workers
Executive Officers & Directors	

Other

- ◆ Pay on behalf of basis (Deductible options only)
- ◆ Duty to defend claims or suits even if allegations are groundless false or fraudulent.
- ◆ Duty to defend suits that are governmental administrative hearings seeking injunctive relief, such as EEOC proceedings
- ◆ Defense expenses are payable within the limits of insurance Damages include attorneys fees of the person making or bringing the claim or suit if the insured is legally required to pay them under the law which was violated
- ◆ Injunctive and other non-monetary relief costs are excluded

The Following Are Excluded When "Yes" Is Indicated Below

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities Clinics	Yes	Gas Utilities
Yes	Health Care Facilities Hospital	Yes	Electric Utilities
Yes	Health Care Facilities Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

CYBERFIRST LIABILITY - Claims Made Coverage

IMPORTANT NOTICE

THE LIABILITY COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS AND DEFENSE EXPENSES ARE PAYABLE WITHIN AND ARE NOT IN ADDITION TO THE LIMITS OF INSURANCE. PAYMENTS MADE UNDER YOUR FIRST PARTY COVERAGE FORM, IF THAT FORM IS PART OF YOUR POLICY, WILL REDUCE THE LIMITS OF INSURANCE.

CyberFirst Liability Limits		Limits(**)
Aggregate Limit		\$ 25 000
Third-Party Liability	Third Party Deductible (*)	Each Wrongful Act Limit
Network And Information Security Liability Coverage Form	\$ 1,000	\$ 25 000
Communications And Media Liability Coverage Form	Not Covered	Not Covered

* Deductible applies to damages & defense expenses unless required otherwise by state regulation

** Defense expenses within the limits of coverage and deductible unless required otherwise by state regulation

First-Party Liability

CyberFirst Expense Reimbursement Coverage Form	First Party Deductible	Sub Limits
Security Breach Notification and Remediation Expenses	\$ 1 000	\$ 10 000
Crisis Management Service Expenses	\$ 1 000	\$ 10 000
Business Interruption & Additional Expenses		Not Covered
Business Interruption & Additional Expenses - Waiting Period	Not Covered	
Extortion Expenses	Not Covered	Not Covered
Computer Program and Electronic Data Restoration Expenses	Not Covered	Not Covered
Computer Fraud	Not Covered	Not Covered
Funds Transfer Fraud	Not Covered	Not Covered
Telecommunications Theft	Not Covered	Not Covered

Retroactive Date 9/1/2015

The Following Endorsements Apply

Cap On Losses From Certified Acts of Terrorism

The Following Exclusions Apply

Exclusion - Employment Related Practices

Exclusion - Designated Boards, Commissions or Governmental Units or Departments

CYBERFIRST Liability (Claims Made)
Program Features & Benefits

This special coverage is an integrated product that provides

- Broad liability coverage provided through a common **General Provisions** Form coupled with any combination of the following coverage modules **Network and Information Security Liability** **Communications and Media Liability**
- Claims made coverage
- World wide coverage wrongful act may be committed and claim or suit may be brought anywhere in the world

- A Supplemental Extended Reporting Period Endorsement (12 months 24 months 36 months 60 months or of unlimited duration) is available for an extra charge if coverage is discontinued by either you or the company
- Broad definition of insureds
- Defense expenses within the limits of coverage and deductible unless required otherwise by state regulation
- Deductible applies to damages and defense expenses unless required otherwise by state regulation
- Applies on an excess basis over any valid and collectible other insurance
No bodily injury property damage advertising injury or personal injury coverage under CyberFirst
Said coverages are found under Commercial **General Liability** **Umbrella** or **Excess Liability** policies

Network and information security wrongful acts

Coverage for the following wrongful acts committed by or on behalf of an insured in the conduct of your business

- Failure to prevent the transmission of a computer virus
- Failure to provide any authorized user of your web-site or your computer or communications network with access to such website or such computer or communication network
- Failure to prevent unauthorized access to or use of electronic data containing private or confidential information of others

Communications and media wrongful acts (Optional coverage - not included unless noted above)

Coverage for the following wrongful acts committed by or on behalf of an insured in the conduct of your business

- Unauthorized use of any advertising material, or any slogan or title of others in the advertising of the business, premises, products services work or complete work of others
- Infringement of copyright, title, slogan, trademark, trade name trade dress, service mark, or service name in your covered material
- Plagiarism or unauthorized use of a literary or artistic format, character or performance in your covered material

Expense Reimbursement Coverage Form (Optional coverage not included unless noted above)

Reimbursement for the following first party expense options is available when **Network and Information Security Liability** is purchased

- Security Breach Notification Expenses Coverage
- Crisis Management Service Expenses Coverage
- Business Interruption & Additional Expenses Coverage
- Extortion Expenses Coverage
- Computer Program & Electronic Data Restoration Expenses Coverage
- Computer Fraud
- Funds Transfer Fraud Coverage
- Telecommunications Service Theft Coverage

AUTOMOBILE LIABILITY

Liability Coverage	Auto Symbols	Limit
Liability	1 Only	\$ 750 000
Medical Payments		Excluded
Uninsured/Underinsured Motorist		\$ 750 000
Number of autos excluding trailers	111	
Number of trailers	20	
Statutory Cap limits of Insurance		
Mississippi Statutory Cap Limit		\$ 500 000

AUTOMOBILE PHYSICAL DAMAGE COVERAGE

Covered Autos Described As	Valuation	Total OCN
Symbol 10 Comprehensive & Collision coverage applies to		
ANY OWNED AUTO EXCEPT SPECIFICALLY DESCRIBED AS 1981 INTL TRK VIN#7896, 1987 GMC MFC8753 VIN#3021	Actual Cash Value	4 972 990

AUTOMOBILE PHYSICAL DAMAGE DEDUCTIBLES

Deductible Amount Deductibles shown below apply to each covered auto

Description of Covered Autos To Which This Insurance Applies	Coverage	Deductible
Owned Covered Autos Not Otherwise Described Below	Comprehensive & Collision	\$ 500

Automobile Liability and Physical Damage Features & Benefits

Coverage

This coverage is designed to cover amounts any insured is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenance, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from accident, which also causes bodily injury or property damage. Coverage also applies for physical damage to covered autos if shown on the previous page.

Who is Insured for Auto Liability

Public Entity	Elected or Appointed Officials
Any permitted user	Volunteer Workers (for use of a covered auto)
Board Members	Owner of a Commandeered Auto

Other

Auto Liability coverage if written is extended to provide

- Bail Bonds \$3 000
- Insureds Expenses \$500 A Day
- Transit Rodeo
- Expected or Intended Injury if Protecting a Person or Property
- Blanket Waiver or Subrogation
- Unintentional Errors or Omissions

Auto Physical Damage coverage if written is extended to provide

- Airbags - \$1 000
- Personal Property \$400
- Waiver of Deductible - Repaired Glass Only
- Transportation Expenses \$50 A Day / \$1 500 Maximum
- Freezing of Fire Truck Equipment
- Customized Equipment for Emergency Vehicles and Public Transportation Autos
- Hired Auto Physical Damage - Loss of Use \$65 A Day/\$750 Maximum

AUTOMOBILE LIABILITY AND AUTO PHYSICAL DAMAGE

The Following Endorsements Apply

Professional Services Not Covered

Emergency Vehicles - Volunteer Firefighters &

Workers Injuries Excluded

Amendment of Bodily Injury Definition

Public Entity Auto Extension

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5 which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. **The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability.**

2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

Liability	Comprehensive	Collision
tbd	tbd	tbd

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.

4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.

5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid term and a final premium will be determined at policy expiration.

EXCLUDED PREMISES & OPERATIONS FOR GENERAL LIABILITY AND UMBRELLA

The following Premises or Operations are excluded by Designated Activities or Operations Exclusion Endorsement for General Liability Coverage Form (when GL is shown below) and Umbrella Liability Coverage Form (when UMB is shown below)

		GL	
GL	Airport, including any airfield, runway hangar terminal or other property in connection with aviation activities	GL	Housing project or authority
GL	Casino	GL	Organized or sponsored racing or stunting activity or event involving wheeled vehicles including skateboards and roller skates
GL	Day care day camp nursery or similar facility	GL	Port, harbor or terminal district
GL	Electric Distribution		Riding or care of saddle animals
GL	Electric Generation		Rodeo arena
	Fire district or department	GL	School district or system
	Fireworks displays or exhibitions		Stables for boarding animals
GL	Gas Distribution	GL	Transportation system
GL	Gas Mining or Refining	GL	Waterpark
GL	Halfway house emergency shelter or other group home	GL	Water utility
GL	Hospital nursing home medical clinic rehabilitation facility or other type of medical facility	GL	Wind generation of power
	Construction consisting of		Manufacturing of
	Farming operations consisting of		Retail or office complex consisting of
	Guide services consisting of		

Terrorism Risk Insurance Act Disclosure

Entity Name Clay County Board Of Supervisors

Agency A J Gallagher RMS **State** Mississippi

The federal Terrorism Risk Insurance Act of 2002 as amended (TRIA) establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism to be a violent act or an act that is dangerous to human life property or infrastructure, to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission, and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA) subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015
- 84% with respect to such Insured Losses occurring in calendar year 2016
- 83% with respect to such Insured Losses occurring in calendar year 2017
- 82% with respect to such Insured Losses occurring in calendar year 2018
- 81% with respect to such Insured Losses occurring in calendar year 2019
- 80% with respect to such Insured Losses occurring in calendar year 2020

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For coverages other than Workers Compensation and Employers Liability that apply to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage and is listed below. Any charges for Insured Losses, regardless of coverage type, do not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

<u>Coverage</u>	<u>Included Charge For Insured Losses</u>
Property	3% of the total Property Coverage premium
Inland Marine	1% of the applicable premium
Workers Compensation	See workers compensation premium schedule Note – terrorism premium charges are subject to change at any time based on state regulatory action
All other coverages subject to TRIA	1% of the applicable premium

ACCOUNT PREMIUM SUMMARY & PROVISIONAL BILL

Entity Name Clay County Board Of Supervisors

Agency A J Gallagher RMS

State MISSISSIPPI

This notice serves as a premium summary and provisional bill. If a delay in the issuing of a policy, endorsement or premium bearing instrument occurs and we issue either a premium bearing instrument or an individual bill, you are obligated to remit premium to us before we issue the policy or endorsement. Payment from you on individual bills is due on the date specified on the bill. To bind coverage

- Place a checkmark in the box next to the payment plan and lines of business to be bound,
- Sign this form and fax or email to the underwriter named above

The premium below may differ from actual policy premiums due to installment charges, estimated taxes, surcharges and rounding

AGENCY BILL PAYMENT PLAN OPTIONS	INSTALLMENT CHARGE	SELECTION
Full Payment - due at inception	None	
2 Pay - 50% due at inception, 50% due at 6th month	None	
4 Pay - 25% due at inception, 25% due at 4th, 7th & 10th month	None	

DIRECT BILL PAYMENT PLAN OPTIONS	INSTALLMENT CHARGE	SELECTION
<i>No service charge applies to policies with premiums of \$25,000 or greater, except in Florida.</i>		
Full Pay - Lump Sum	None	
2 Pay (50% and 1), paid in full 6 months prior to expiration (Semi Annually)	\$6.00 per installment	
4 Pay (25% and 3), paid in full 2 months prior to expiration (Quarterly Billing)	\$6.00 per installment	

COVERAGE	PREMIUM	INSUREDS SELECTION	POLICY NUMBER
Property	\$42,702		
Earthquake	Included		
Equipment Breakdown	Included		
Crime	Included		
Inland Marine	Included		
General Liability	\$14,344		
Employee Benefit Plans Liability	\$381		
Law Enforcement Liability	\$18,337		
Public Entity Management Liability	\$3,316		
Public Entity Employment-Related Practices Liability	\$14,789		
Auto Liability	\$33,611		
Auto Physical Damage	\$12,547		
Total Premium	\$140,027		
Taxes, Surcharges and Fees			

Signature _____ Date _____

QUOTE OPTIONS AND ADDITIONAL INFORMATION

QUOTE OPTION	PREMIUM	INSUREDS SELECTION
CyberFirst Liability	\$ 300	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	

OTHER INFORMATION

Please provide the following information

Current detailed budget including all funds

Complete driver list with driver name date of birth and license number

Signed Uninsured/Underinsured Selection/Rejection Form If the signed forms are not received at time of binding the policy will be issued with UM/UIM limit equal to the auto liability limit When the signed forms are received the policy will be endorsed to amend the limit, if necessary effective the date the signed forms are received

Most current state jail inspection report

Completed, signed Traveler's Healthcare and Abuse/Molestation supplemental applications

Minimum coverage s required to bind all lines Our pricing is based on all lines being bound so if any lines of coverage are not bound we may need to requote

GENERAL CONDITIONS

THE FOREGOING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE ANY POLICY COVERAGES LIMITS OF INSURANCE POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW

IN ADDITION TO THE POLICY ENDORSEMENTS OUTLINED IN THIS PROPOSAL/QUOTE ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS WILL INCLUDE STATE MANDATED AND/OR TRAVELERS REQUIRED POLICY ENDORSEMENTS THAT MAY AFFECT COVERAGE

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies

COMMISSION

Entity Name Clay County Board Of Supervisors

Agency A J Gallagher RMS

COVERAGE	COMMISSION
Property	15 00%
Earthquake	15 00%
Equipment Breakdown	15 00%
Crime	15 00%
Inland Marine	15 00%
General Liability	15 00%
Employee Benefit Plans Liability	15 00%
Law Enforcement Liability	15 00%
Public Entity Management Liability	15 00%
Public Entity Employment Related Practices Liability	15 00%
Auto Liability	15 00%
Auto Physical Damage	15 00%
CyberFirst Liability	10 00%



Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers Enterprise Development, One Tower Square, Hartford, CT 06183.

CP-68-20 07-08

lh-08-11 15

Location Schedule

Location	Building	Street 1	City / State	Occupancy
1	1	205 COURT STREET	WEST POINT MS	COURT HOUSE
1	2	205 COURT STREET	WEST POINT MS	COURT ROOM
2	3	10851 HIGHWAY 46	CEDARBLUFF MS	VOTING BLDG-CAIRO
3	4	2504 HIGHWAY 47	WEST POINT MS	VOTING BLDG SILOAM
4	5	10498 COLONY ROAD	MANTEE MS	VOTING PINE BLUFF
5	6	21523 HIGHWAY 50 WEST	PHEBA, MS	PHEBA VOTING PRECINCT
6	7	7390 R B ROAD	PRAIRIE MS	GARAGE-DIST 4
7	8	9750 BRAND UNA ROAD	PRAIRIE MS	FIRE DEPT UNIT 400
8	9	2895 EAST TIBBEE ROAD	WEST POINT MS	TIBBEE VOTING BLDG
8	10	2895 EAST TIBBEE ROAD	WEST POINT MS	FIRE DEPT
9	11	440 BARTON FERRY ROAD	WEST POINT MS	VINTON VOTING-GARAGE DIST 1
10	12	6423 WAVERLY ROAD	WEST POINT MS	UNION STATION VOTING FIRE DEPT
11	13	18006 HIGHWAY 46	CEDARBLUFF MS	FIRE DEPT 300
12	14	1981 OLD TIBBEE ROAD	WEST POINT MS	GARAGE DIST 2
13	15	218 WEST BROAD STREET	WEST POINT MS	OFFICE JAIL JUSTICE CRT SHERIFFS
14	16	451 COOPER STREET	WEST POINT MS	HOME FOR CHILDREN
15	17	4962 HIGHWAY 46	CEDARBLUFF MS	BARN DIST 3
16	18	360 WASHINGTON STREET	WEST POINT MS	DHS
17	19	138 SOUTH DIVISION	WEST POINT MS	ELLIS CLINIC
18	20	10986 HIGHWAY 50 WEST	CEDARBLUFF MS	UNIT 600 FIRE DEPT
19	21	440 BARTON FERRY ROAD	WEST POINT MS	GARAGE DIST 1
20	22	1 700 HIGHWAY 47	WEST POINT MS	UNA PALO ALTO FIRE STATION
21	23	972 EAST BROAD STREET	WEST POINT MS	E911 BUILDING
22	24	227 COURT STREET	WEST POINT MS	DTL BUILDING
23	25	21561 HIGHWAY 50 WEST	PHEBA, MS	VOL FIRE DEPT PHEBA
24	26	21572 HIGHWAY 50 WEST	PHEBA, MS	GARAGE DIST 5
25	27	160 COLLEGE STREET	PHEBA, MS	CLAY COUNTY AG HIGH
26	28	14252 BRAND UNA ROAD	WEST POINT MS	VOTING CARADINE
27	29	5486 HIGHWAY 46	CEDARBLUFF MS	UNIT 600 FIRE DEPT MONTPELIER
28	30	183 COLLEGE STREET	PHEBA, MS	MONTE GLOVE BLDG WAREHOUSE
29	31	2850 HAZELWOOD ROAD	WEST POINT MS	FIRE DEPT 100
30	32	540 EAST BRAME AVENUE	WEST POINT MS	VOTING PRECINCT

Secific Location

28 30
Building 5200 000

183 COLLEGE STREET

PHEBA, MS

MONTE GLOVE BLDG WAREHOUSE

NO _____

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by Luke Lummus and second by Floyd McKee this Board doth vote
unanimously to authorize and approve to recess

SO ORDERED this the 18th day of August, 2015

President

NO _____

**IN THE MATTER OF TAKING UNDER ADVISEMENT THE LEASE AGREEMENT
BETWEEN THE CITY OF WEST POINT, CLAY COUNTY, AND MISSISSIPPI STATE
UNIVERSITY**

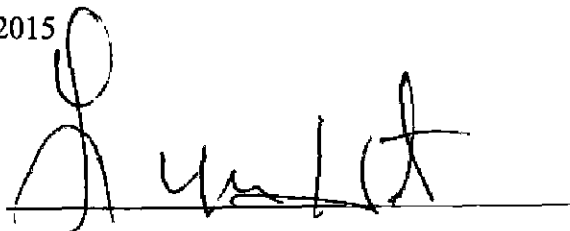
There came on this day for consideration the matter of taking under advisement the lease agreement between the City of West Point, Clay County, and Mississippi State University

It appears to this Board that Mississippi State University is requesting to modify the current lease agreement dated October 8, 2008 between the 4-H Club Foundation, Clay County, and the City of West Point, and

It appears to this Board the said agreement as attached hereto as Exhibit A is what is being presented for this Board's consideration

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to approve to take the said lease agreement under advisement for the Board and the Board's attorney to have an opportunity to review the said lease

SO ORDERED this the 18th day of August, 2015



President

LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Agreement") entered into effective as of this the ___ day of _____, 2015, by and between MISSISSIPPI STATE UNIVERSITY (hereinafter "MSU"), CLAY COUNTY, MISSISSIPPI, (hereinafter "Clay County"), and the CITY OF WEST POINT, MISSISSIPPI (hereinafter "West Point")

RECITALS

The 4-H Youth Program strives to improve the quality of life for Mississippi youth by developing youth potential and by providing "hands-on" educational programs to assist youth in acquiring knowledge, developing life skills, and forming attitudes that will enable them to become self-directing, productive, and contributing members of society, and

MSU operates the Mississippi 4-H Program and has established a Therapeutic Riding Program to provide an individualized program of learning to ride a horse which takes into account a person's physical, mental, and emotional strengths and limitations leading to improvements in self-esteem, self-control, and confidence, and

The 4-H Foundation has donated to MSU certain real property, described at Exhibit "A" which is located in West Point/Clay County, for the purpose of supporting 4-H Youth Programs including, but not limited to, therapeutic horseback riding, ATV training, and environmental education

Clay County and the City of West Point have determined that such use will materially enhance and support economic activity as well as promote the goals of 4-H Youth Program

Clay County and the City of West Point have also determined that a lease of the land described in Exhibit "A" for the operation of the same as a Therapeutic Riding Park can be executed pursuant to the authority granted to them by §55-9-1 of the Mississippi Code of 1972 and all other applicable laws of the State of Mississippi

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable considerations herein mentioned, the receipt of which is hereby acknowledged, MSU, Clay County and West Point hereby agree as follows

1 **DEFINITIONS** As used herein the following terms shall have the indicated meanings

- (a) "Term" means the initial length of the lease agreement which is twenty ~~(20)~~ ¹⁰ years
- (b) "Property" means the property more particularly described in Exhibit "A"
- (c) "Permitted Use" is the operation of a Therapeutic Riding Program as well as other 4-H Club approved programs
- (d) "Parties" means MSU, Clay County, Mississippi, Board of Supervisors, and the City of West Point, Mississippi
- (e) "Improvements" shall mean the Therapeutic Riding facility located on the Property as well as any other structures built to support or enhance said Facility or its related programs
- (f) "Lessees" shall mean the City of West Point, Mississippi, and Clay County, Mississippi, jointly

(g) "West Point" shall mean the City of West Point,
Mississippi

(h) "Clay County" shall mean Clay County, Mississippi

(i) "Lessor" shall mean Mississippi State University
("MSU")

- 2 **LEASED PREMISES** Lessor does hereby lease unto Lessees, and Lessees do hereby lease of and from Lessor, subject to the terms, conditions and stipulations hereinafter set forth, the following described property situated in Clay County West Point, Mississippi, and being more particularly described as follows (hereinafter the "Property")

**SEE PROPERTY DESCRIPTION AT EXHIBIT "A" WHICH IS ATTACHED
HERETO AND INCORPORATED BY REFERENCE**

- 3 **INITIAL TERM** The term of this Lease shall be for an initial term of twenty (20) years, beginning on the date signed by the last party below (the "Commencement Date") and ending at 12 00 midnight on the last day of the month following the twentieth (20th) anniversary of the Commencement Date unless sooner terminated as provided herein

- 4 **RENEWALS** The term of this Lease shall be automatically extended one period at a time for four (4) consecutive periods of five (5) years each ("Options") unless either of the Lessees shall give written notice to the Lessor canceling the next extended term at least ninety (90) days before such extended term is scheduled to begin. All of the terms, covenants and conditions of this Lease shall apply to each extended term. In order to exercise the Options contained herein, neither of the

Lessees must not be in default under the terms of this lease Agreement

5 **TERMINATION** Lessees understand and agree that Lessor shall have the right, but not the obligation, to terminate the Lease without cause and without penalty upon sixty (60) days written notice to Lessees

6 **BINDING SUCCESSOR DOCTRINE** Lessor understands and agrees that Clay County cannot bind the successor boards of supervisors and that each successor board may terminate the Lease as permitted by law Clay County and West Point understand and agree that MSU cannot bind the successor board of the Institutions of Higher Learning and that each successor may terminate the Lease as permitted by law

7 **LESSEE CONSTRUCTION AND IMPROVEMENT OBLIGATIONS**

Lessees hereby covenant and agree as follows

a. **ACCESS TO PROPERTY AND PROPERTY IMPROVEMENT** Lessee Clay County shall maintain all roads and access points to the property, and provide gravel, sand, and clay for parking and arena floor preparation including delivery to site Said access points and property improvements are more particularly described in Exhibit "C" attached hereto and made a part hereof

b. **UTILITIES** Lessor shall pay all water, electric, telecommunication, sewer and other utility bills

c. **MAINTENANCE AND REPAIR OF PROPERTY AND IMPROVEMENTS** Lessor shall at their sole cost and expense, maintain and repair the Property, the Improvement and all fixtures It shall be the shared responsibility of both the

Lessor and the Lessee to upkeep the property including but not limited to mowing, clearing, trash collection, and trail and driveway maintenance

8 **AUTHORIZED USE OF PREMISES** Lessor shall retain the right to use the Leased premises for the primary purpose of conducting and operating the 4-H Therapeutic Riding Program, as well as any other approved programs with the understanding that the 4-H Therapeutic Riding Program and the MSU Extension Service programs shall have scheduling priority over all other programs and activities Other approved MSU Extension Service and 4-H programs include, but are not limited to, archery, ATV training, environmental education, and open riding Lessees acknowledge that these approved programs are subject to change at any time The Lessee agrees to schedule all other non-related programs and activities through the MSU Extension Service Lessees further agree that they shall not (1) use or allow the use of any of the Leased Premises for any purpose that does not comply with the rules and regulations of the Lessor and/or (11) conduct nor allow to be conducted on Leased Premises any activity in violation of any federal, state, or local statute, law or ordinance during the term of this Lease

9 **GOVERNMENT APPROVALS** In the event any Governmental Approvals issued to the Lessor or Lessee are canceled, expire, lapse, or are otherwise withdrawn or terminated by any governmental authority so that Lessees will be unable to use the Property for its intended purposes, this Lease shall automatically terminate

10 **ALTERATIONS** Lessees agree to make no material changes or alterations to the Leased Premises without Lessor's prior written approval

- 11 **LESSOR'S RIGHT OF ACCESS** - Lessor shall have the right to enter upon the Leased Premises at any time
- 12 **LICENSES** Lessor shall obtain and keep in force at all times during the term of this lease all licenses and permits required of it to be in compliance with all federal, state and local statutes, laws and ordinances regulating and applicable to its business operation in Leased Premises
- 13 **ASSIGNMENT/SUBLEASE** Neither this Lease Agreement nor any portion thereof shall be assignable or subleased by Lessees to any third party without the prior written approval of Lessor
- 14 **EVENTS OF DEFAULT** In addition to the obligations set forth in this Lease Agreement, each of the following events shall be deemed to be an Event of Default under this Lease
- a Lessees shall fail to comply with the rules and regulations of the Lessor and shall not cure such failure within twenty (20) days after written notice thereof to Lessees
- b Except as otherwise expressly provided herein, Lessees or Lessor shall fail to comply with any term, provision or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to the other party, provided that if such failure cannot be reasonably cured within such 30-day period, performing party shall not be in default if it commences to cure within the 30-day period and completes the same with due diligence

- 15 **REMEDIES** Upon the occurrence of any Event of Default by Lessees, Lessor shall have the option to pursue the following remedies
- a. Terminate this Lease, in which event Lessees shall immediately surrender possession of the Leased Premises to Lessor, and if Lessees fail to do so, Lessor may, without prejudice to any other remedy which Lessor may have, enter upon and take possession of the Leased Premises and expel or remove Lessees and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution of any claim for damages therefore
 - b. If Lessees shall not remove all effects from the Leased Premises as hereinabove provided, said effects shall become the property of the Lessor and Lessor may, at its option, remove any or all of said effects in any manner it shall choose and store the same without liability for the loss thereof, and Lessees shall pay Lessor on demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Lessor's possession or in storage
 - c. Exercise all other available rights and remedies against Lessees as allowed by applicable law, including recovery of all reasonable damages, including, without limitation, all reasonable costs of retaking, restoring and/or reletting the Leased Premises, all reasonable costs and attorney's fees

- 16 **LESSOR'S RIGHT TO CURE DEFAULTS** If Lessees should fail to cure any default hereunder within the time herein permitted, Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account of Lessees (and enter Leased Premises for such purpose), and thereupon Lessees shall be obligated, and hereby agree, to pay Lessor, upon demand, all costs and expenses (including reasonable attorneys' fees) incurred by Lessor in taking such remedial actions
- 17 **INJUNCTIVE RELIEF** In the event of the breach or the attempted or threatened breach of any covenant or provision contained in this Lease by either party, the other shall have, in addition to all other remedies provided to it hereunder or by law or in equity, the right to seek an injunction prohibiting such breach or attempted breach
- 18 **DEFAULT BY LESSOR.** In the event of any default by Lessor hereunder, except as otherwise provided herein, Lessees will give Lessor written notice specifying such default with particularity, and Lessor shall thereupon have thirty (30) days in which to cure such default or to commence to cure such default, if any such default cannot be reasonably cured within such 30-day period, Lessor shall commence to cure within such 30-day period and prosecute such cure with diligence to a conclusion Unless and until Lessor fails to so cure or proceed with diligence to cure any default after such notice, Lessees shall not have any remedy or cause of action by reason thereof If Lessor is in default hereunder, and fails to cure the same timely, Lessees shall have any and all rights, remedies and recourse available by law and/or (1) may terminate this Lease by written notice to Lessor

19 **LIMITATION OF LIABILITY** Lessor shall not be liable for any damage to property of Lessees or of others located on the Leased Premises, nor for the loss of or damages to any property of Lessees or of others by theft, and Lessor shall not be liable for any injury or damage to property resulting from fire, explosion, gas, electricity, water, smoke, rain, or snow, bursting of or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works, or from the roof, street or subsurface, or from any other place or by dampness, stoppage or leakage from sewer pipes or from any other cause whatsoever, provided that nothing herein shall exempt Lessor from liability for a breach by Lessor of any of Lessor's obligations under this Lease or unless the foregoing shall be caused by the willful, intentional or negligent act or omission of Lessor. All property of Lessees kept or stored on the Lease Premises shall be so kept and stored at the risk of Lessees only and unless herein otherwise provided, Lessees shall hold Lessor harmless from any claim arising out of damage to the same except for any willful, intentional or negligent act or omission of Lessor in connection with or arising out of said property.

Both Lessor and Lessees liability for any negligence or other actions of its agents or employees shall be determined pursuant to the Mississippi Tort Claims Act.

20 **NOTICES** All notices required to be given by either party to the other under this Lease shall be in writing and shall be deemed given when such notice is shall have been sent certified mail to the following addresses:

To Lessor Mississippi State University
P O Box 6171
Mississippi State, MS 39762

To Lessees County Board of Supervisors
218 W Broad Street, Suite D
West Point, MS 39773

City of West Point, MS
204 Commerce Street
West Point, MS 39773

With Copy To Hon Orlando Richmond, Sr
Butler, Snow, O'Mara, Stevens & Canada, PLLC
P O Box 22567
Jackson, MS 39225-2567

21 **BINDING** This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their personal representatives, heirs, beneficiaries, successors and assigns subject to the exceptions contained in Section 6 above

22 **MISCELLANEOUS**

- a One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, form or condition. The consent or approval by either party of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act
- b This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. Lessees hereby acknowledge that it is not relying on any representation or promise of Lessor,

except as may be expressly set forth in this Lease

- c Lessor covenants and warrants that Lessees shall have and enjoy during the term of this Lease and all subsequent renewals thereof the quiet and undisturbed possession of the Leased Premises together with all appurtenances appertaining thereto
- d The paragraph heading through this Lease are for the convenience and reference only, and words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of the Lease If any provision of this Lease is held to be invalid or unenforceable, the remainder of this Lease shall not be affected and all other provisions shall be valid and enforceable to the fullest extent permitted by law
- e This Lease is a negotiated agreement in which Lessor and Lessees have had equal power in determining its terms thus, Lessor and Lessees agree that, with regard to any rule of construction that a document is to be construed against the drafter, both parties are to be deemed to have been joint drafter of this Lease

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate on the dates below their respective signatures but effective the day and year first above mentioned

MISSISSIPPI STATE UNIVERSITY

CLAY COUNTY BOARD of SUPERVISORS

BY _____

BY _____

ITS _____

ITS _____

CITY of WEST POINT, MISSISSIPPI

BY _____

ITS _____

IN WIINESS WHEREOF, the parties have executed this Lease in duplicate on the dates below their respective signatures but effective the day and year first above mentioned

MISSISSIPPI STATE UNIVERSITY

BY _____

ITS _____

CLAY COUNTY BOARD of SUPERVISORS

BY _____

ITS _____

CITY of WEST POINT, MISSISSIPPI

BY _____

ITS _____

NO _____

**IN THE MATTER OF AUTHORIZING THE VETERAN'S SERVICE OFFICER TO
TRAVEL**

There came on this day for consideration the matter of authorizing the Veteran's Service officer to travel

After motion by Floyd McKee and second by Luke Lummus this Board doth vote unanimously to authorize and approve travel for Charles Tolliver, Veteran's Service Officer, on October 14-16, 2015, to Biloxi, MS for the associational meeting

SO ORDERED this the 18th day of August, 2015

A handwritten signature in black ink, appearing to read 'D. Umflet', is written over a horizontal line.

President

NO _____

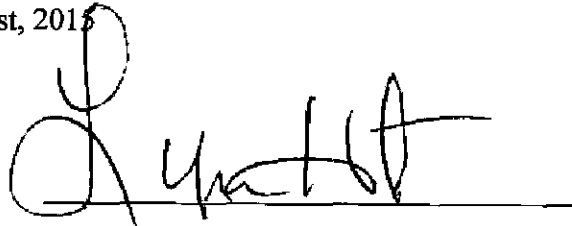
**IN THE MATTER OF AUTHORIZING TO ADVERTISE OF THE INTENT TO
TRANSFER FUNDS**

There came on this day for consideration the matter of authorizing to advertise of the intent to transfer funds

It appears to this Board as attached hereto as Exhibit A, surplus funds exist in existing funds, and Chancery Clerk, Amy Berry is requesting this Board's consideration to transfer the surplus funds to other like funds as allowed under Section 27-105-367, of the *Mississippi Code of 1972*

After motion by Luke Lummus and seconded by Floyd McKee this Board doth vote unanimously to authorize to advertise and give notice to the public of this Board's intent to transfer funds as outlined in Exhibit A

SO ORDERED this the 18th day of August, 2015



President

NOTICE OF INTENT TO TRANSFER FUNDS

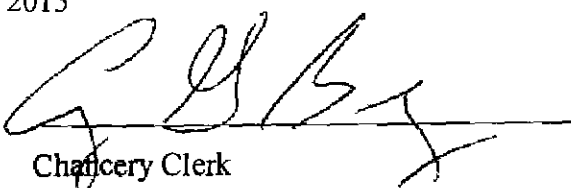
BE IT RESOLVED, Pursuant to Section 27-105-367, of the *Mississippi Code of 1972* Notice is hereby served by the Board of Supervisors of their intent to transfer surplus funds existing in the funds as listed below to be utilized by the designated funds for General Operating purposes and the said funds should be transferred accordingly, to-wit,

- #212, DHS Building 1999 G/O B & I Transferred To #217 DTL Building Note Fund 2011, \$ 5,595 42
- #218, Reappraisal 2008 Notes Transferred to #220, \$230 000 G/O Acquisition & Construction 2014 \$7,495 75
- #221, District 1 Road B & I 1997 Transferred to #241 District 1 Road B & I 2013, \$13,881 48
- #225 District 5 Road B & I 200 Transferred to #250 District 5 Road B & I 2013 \$ 3 863 45
- #345, District 4 Road Construction 2008 Transferred to #240, District 4 Road B & I 2008 \$ 18,336 58
- #400 Sanitation Fund Transferred to #001, General County Fund \$100,000

Final Ratification of the intent to transfer the said funds will be considered by the Board of Supervisors on Tuesday, September 15, 2015, at 9 00 a m at the Clay County Courthouse

If any person should have any questions regarding the said transfer of surplus funds, please contact Amy Berry, Chancery Clerk at (662) 494-3124 or email at aberry@claycounty.ms.gov

SO ORDERED this the 18th day of August, 2015



Chancery Clerk
Clerk of the Board

Publish

08/20/2015

08/27/2015

09/03/2015

09/10/2015

