

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Clay Courthouse in West Point, MS, on the 19th day of September, 2017, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R B David, Shelton Deanes, President, and Joe Chandler Also present were Amy G Berry, Chancery Clerk and Clerk to the Board, Angela Turner-Ford, Attorney for the Board of Supervisors, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

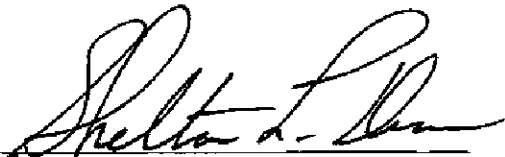
**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON SEPTEMBER 19, 2017**

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There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on September 19, 2017

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to adopt the agenda as attached hereto as Exhibit A as presented

SO ORDERED this the 19th day of September, 2017

  
President

**Clay County Board of Supervisors  
Agenda for Board Meeting Held  
Tuesday, September 19, 2017 at 9 00 a m**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- X Request to go into Executive Session to discuss potential litigation matter as allowed under section 25-41-7 of the Mississippi Code
- X Consider BCAP program FY 2018
- Authority to advertise RB and Shelton out of State Travel to St Louis
- Authorize and approve the President to sign the Lease Purchase Documents for the 2017 Chip Spreader with Hancock Bank lease purchase 48 month
- Paige & Mike
  - Digitized Mapping/status of audit with the Dept of Revenue
- Recess until Thursday, September 28, 2017 at 9 00 a m at the Clay County Courthouse

**Amendments**

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NO \_\_\_\_\_


**IN THE MATTER OF GOING INTO CLOSED SESSION**

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There came on this day for consideration the matter of going into closed session

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize to go into closed session

SO ORDERED this the 19th day of September, 2017



President

NO \_\_\_\_\_


**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION  
AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE**

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There came on this day for consideration the matter of going from closed session to executive session as allowed under Section 25-41-7 of The Mississippi Code

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to go from closed session to executive session as allowed to discuss a matter of potential litigation

SO ORDERED this the 19th day of September, 2017



President

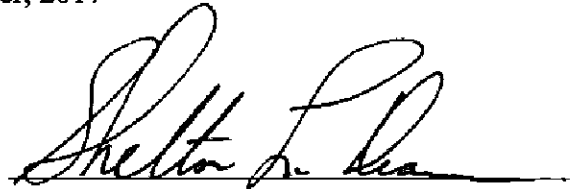
NO \_\_\_\_\_

**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

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There came on this day for consideration the matter of coming out of Executive Session  
After motion by Luke Lummus and second by R. B Davis this Board doth vote  
unanimously to come out of Executive Session

SO ORDERED this the 19<sup>th</sup> day of September, 2017

A handwritten signature in black ink, appearing to read "Shelton L. Dean", written over a horizontal line.

President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING TO ADD A PROVISION IN  
THE CAPITAL LEASE AGREEMENT WITH RICECO INC ALLOWING THE LEASE  
TO BE PAID OFF EARLY**

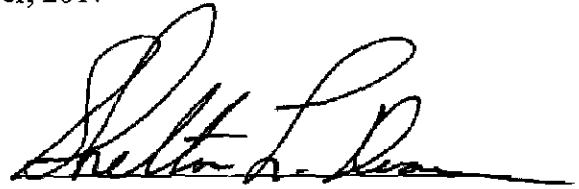
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There came on this day for consideration the matter of authorizing and approving to add a provision in the capital lease agreement with Riceco LLC allowing the Lease to be paid off early

It appears to this Board Riceco LLC owner, Larry Rice, has met with this Board and has requested authority to pay off the capital lease early in an effort for his business to negotiate an arrangement with Plum Creek Manufacturing

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve to add a provision in the capital lease agreement with Riceco LLC Lease which would allow them to pay off the lease early

SO ORDERED this the 19<sup>th</sup> day of September, 2017



President

NO \_\_\_\_\_

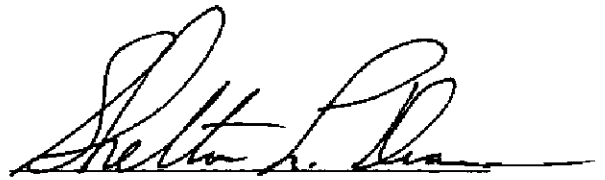
**IN THE MATTER OF RESCINDING THE MOTION ALLOWING RICECO LLC TO  
PAY THE CAPITAL LEASE OFF EARLY**

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There came on this day for consideration the matter of rescinding the motion allowing Riceco LLC to pay the capital lease off early

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve to rescind the motion to allow Riceco LLC to pay the capital lease off early

SO ORDERED this the 19<sup>th</sup> day of September, 2017

A handwritten signature in black ink, appearing to read "R. B. Davis", written over a horizontal line.

President

NO \_\_\_\_\_

**IN THE MATTER OF AMENDING THE CAPITAL LEASE AGREEMENT WITH  
RICECO LLC**

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There came on this day for consideration the matter of amending the capital lease agreement with Riceco LLC

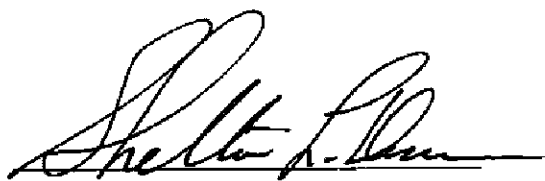
It appears to this Board the current capital lease agreement with Riceco LLC stipulates that that the lessee should operate the county owned facility as a manufacturing facility and should maintain employment of at least ten (10) full time employees, and,

It appears to this Board after meeting with Larry Rice, the owner of Riceco LLC, and the former Board Attorney, Bob Marshall, it was never the intent for this county facility, at the time Riceco LLC assumed the capital lease from Long branch, to be used as a manufacturing facility and that ten (10) employees would work at the said facility, however, the language in the capital lease agreement did not reflect the true intent as attached hereto as Exhibit A, and,

It appears to this Board that the capital lease agreement should be amended to include language stating that the incidental usage connected with storage resulting with expansion with manufacturing within the County of Clay at another location would be an acceptable use of the facility for the terms and conditions of the capital lease agreement

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve to amend the capital lease agreement with Riceco LLC to reflect the current use of the facility as located on Industrial Access Road to be used as a holding facility resulting from the manufacturing expansion which occurred at another facility of Riceco LLC located in Clay County MS

SO ORDERED this the 19<sup>th</sup> day of September, 2017



President

AMENDMENT TO LEASE

WHEREAS, on August 16, 2010, Clay County, Mississippi, on behalf of and by its Board of Supervisors, did enter into a Lease with Long Branch Company, Inc , a Mississippi corporation, by which Clay County leased to Long Branch 1 18 acres, more or less, of land located in the Southeast Quarter (SE-1/4) of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi, together with all improvements thereon, a true and correct copy of said Lease is attached hereto as Exhibit "A," and

WHEREAS, by *Assignment of Lease* dated April 16, 2015, said Lease was assigned by Long Branch Company, Inc to Riceco, LLC, a Mississippi Limited Liability Company, with the approval of the Clay County Board of Supervisors A true and correct copy of such Assignment is attached hereto as Exhibit "B," and

WHEREAS, by Deed dated the 6th day of May, 2016, Clay County, Mississippi acquired additional property from Grayco, Inc , a Mississippi corporation, as such deed appears of record in Deed Record 290 at Page 953 of the land records of Clay County, Mississippi, such additional acquired property being described as follows, to-wit

Commencing at a found cotton spindle at the Southeast Corner of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi, thence North 56 degrees 39 minutes 00 seconds West a distance of 1719 39 feet to a found ½" rebar at the Southwest corner of a parcel of land found in Deed Book 226 Page 503 on file in the Chancery Clerk's Office of Clay County, Mississippi, thence North 89 degrees 27 minutes 49 seconds East a distance of 190 16 feet to a set ½" rebar, thence North 00 degree 12 minutes 59 seconds West a distance of 245 00 feet to a set ½" rebar, said point being the Point of Beginning for the herein described tract, thence North 00 degree 12 minutes 59 seconds West a distance of 565 17 feet to a set 1/2" rebar on the South Right-of-Way of Industrial Access Road, thence, along said South Right-of-Way, North 89 degrees 28 minutes 51 seconds East a distance of 155 00 feet to a set 1/2" rebar, thence South 00 degrees 12 minutes 59 seconds East a distance of 264 50 feet to a set 1/2" rebar, thence South 12 degrees 18 minutes 22 seconds East a distance of 262 61 feet to a found ½" rebar, thence South 00 degree 12 minutes 59 seconds East a distance of 43 54 feet to a set ½" rebar, thence South 89 degrees 27 minutes 49 seconds West a distance of 210 00 feet to the Point of Beginning, containing 2 22

**Book DEED 294 Pg 662  
Instrument 2017003194**



acres, more or less, and lying in the Southeast Quarter of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi

SUBJECT TO A non-exclusive easement for the purpose of ingress/ egress reserved to the Grantor herein, being a strip of land 20 feet in width being more particularly described as follows

Commencing at a found cotton spindle at the Southeast Corner of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi, thence North 56 degrees 39 minutes 00 seconds West a distance of 1719 39 feet to a found ½” rebar at the Southwest corner of a parcel of land found in Deed Book 226 Page 503 on file in the Chancery Clerk's Office of Clay County, Mississippi, thence North 89 degrees 27 minutes 49 seconds East a distance of 190 16 feet to a set ½” rebar, thence North 00 degree 12 minutes 59 seconds West a distance of 245 00 feet to a set ½” rebar, thence North 00 degree 12 minutes 59 seconds West a distance of 107 04 feet to a set rail road spike in a gravel drive, said point being the Point of Beginning of the herein described Easement, thence, along the West line of previously described Tract 2, North 00 degrees 12 minutes 59 seconds West a distance of 27 03 feet to a set rail road spike in a gravel drive, thence, leaving said West line, North 47 degrees 30 minutes 22 seconds East a distance of 215 90 feet to a set rail road spike in a gravel drive on the East line of previously described Tract 2, thence, along said East line, South 12 degrees 18 minutes 22 seconds East a distance of 23 14 feet to a set rail road spike in a gravel drive, thence, leaving said East line, South 47 degrees 30 minutes 22 seconds West a distance of 222 45 feet to the Point of Beginning, containing 0 10 acres (4383 55 Sq Ft ), more or less, and lying in the Southeast Quarter of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi

LESS AND EXCEPT an undivided one-sixteenth (1/16<sup>th</sup>) interest in and to all oil, gas and other minerals on, in and under said land, to the General American Life Insurance Company, which was reserved to it in that certain Warranty Deed dated August 5, 1937 and recorded in Deed Book 57 at page 634 of the records in the office of the Chancery Clerk of Clay County, Mississippi

SUBJECT TO an easement in favor of Southern Natural Gas Company filed of record on August 19, 1971 in Deed Book 117 at page 379 of the records in the office of the Chancery Clerk of Clay County, Mississippi

It is stated for the record that the 20’ easement reserved to Grayco, Inc is for the purpose of providing access to the Grayco’s property and building located thereon adjacent to and west of the property hereby conveyed

WHEREAS, Clay County, Mississippi and Riceco, LLC desire to amend the aforesaid Lease dated August 16, 2010 attached hereto as Exhibit “A” by including such additional acquired property in such Lease and adjust the rental payments by Riceco, LLC thereunder

**Book DEED 294 Pg 663**  
**Instrument 2017003194**

Mississippi  
11 11 11

CLAY COUNTY BOARD OF SUPERVISORS

BY R.B. Davis  
R.B. Davis, President

ATTEST  
Amy G Berry  
Amy G Berry, Chancery Clerk

RICECO, LLC  
BY Larry Rice  
Larry Rice, Manager

STATE OF MISSISSIPPI  
COUNTY OF CLAY

PERSONALLY appeared before me, on this the 6<sup>th</sup> day of May, 2016, within my jurisdiction, the within named R.B DAVIS and AMY G BERRY, President and Clerk of the Clay County Board of Supervisors, who each acknowledged that, as such President and Clerk of the Clay County Board of Supervisors, they executed the above and foregoing *Amendment to Lease* on the day and year therein written, they being fully authorized so to do

(SEAL)

Vicki Ray  
NOTARY PUBLIC

My commission expires

6-15-16

VICKI RAY  
Notary Public  
Mississippi  
2016-2019

Book DEED 294 Pg 664  
Instrument 2017003194

STATE OF MISSISSIPPI  
COUNTY OF CLAY

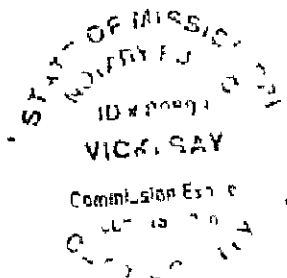
PERSONALLY appeared before me, on this the 5<sup>th</sup> day of May, 2016, within my jurisdiction, the within named LARRY RICE, Manager of Riceco, LLC, a Mississippi Limited Liability Company, who acknowledged that, as such Manager of Riceco, LLC, he executed the above and foregoing *Amendment to Lease* on the day and year therein written, he being fully authorized so to do

(SEAL)

Vicki Ray  
NOTARY PUBLIC

My commission expires

6-15-16



Book DEED 294 Pg 665  
Instrument 2017003194

Instrument No 2205

LEASE

THIS AGREEMENT of lease made and entered into on this, the 16<sup>th</sup> day of August, 2010, by and between Clay County, Mississippi, acting by and through its Board of Supervisors, hereinafter referred to as "Lessor," and Long Branch Company, Inc, hereinafter referred to as "Lessee"

**WITNESSETH**

Lessor does by these presents lease and demise unto Lessee the following described property lying and being situated in the County of Clay, State of Mississippi, and being more particularly described as follows

A parcel of land located in the Southeast Quarter of Section 2, Township 17 South Range 6 East, Clay County, Mississippi, being more particularly described as follows

Commencing at the point of intersection of the west right-of-way line of Old Aberdeen Road (Eshman Avenue) with the south boundary of above said Section 2 run thence North 00 degrees 39 minutes 40 seconds East along said west right-of way line 1770 5 feet to the intersection of said west right-of-way line with the south right-of-way line of Industrial Access Road, thence run North 89 degrees 38 minutes 11 seconds West along the south right-of-way line of Industrial Access Road 1003 6 feet to an existing iron pin located at the northeast corner of the Edward Todd property as described in Deed Book 222 at page 253 in the records of the Chancery Clerk of Clay County Mississippi, thence run South 00 degrees 37 minutes 03 seconds West 565 54 feet to an iron pin at the Point of Beginning for this description Run thence South 00 degrees 37 minutes 03 seconds West 245 00 feet to an existing iron pin, thence run North 89 degrees 38 minutes 11 seconds West 210 00 feet to an iron pin, thence run North 00 degrees 37 minutes 03 seconds East 245 00 feet to an iron pin thence run South 89 degrees 38 minutes 11 seconds East 210 00 feet to the point of beginning, containing 1 18 acres, more or less

TOGETHER WITH an easement for the purpose of ingress/egress, being a strip of land 30 feet in width, lying 15 feet on each side of the following described centerline Commencing at the point of intersection of the west right-of-way line of Old Aberdeen Road (Eshman Avenue) with the south boundary of above said Section 2, run thence North 00 degrees 39 minutes 40 seconds East along said west right of way line 1770 5 feet to the intersection of said west right of-way line with the south right-of-way line of Industrial Access Road thence run North 89 degrees 38 minutes 11 seconds West along the south right-of way line of Industrial Access Road 1003 6 feet to an existing iron pin located at the northeast corner of the Edward Todd property, as described in Deed Book 222 at page 253 in the records of the Chancery Clerk of Clay County, Mississippi thence run North 89 degrees 13 minutes 11 seconds West along

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**Book DEED 294 Pg 666  
Instrument 2017003194**



said right-of-way 15 0 feet to the Point of Beginning, for the easement centerline thence run South 00 degrees 37 minutes 03 seconds West 565 6 feet to the end of the easement centerline

Said lease is made on the following terms conditions and covenants

1 The term of the lease shall be for a period of 151 months beginning September 1 2009 and ending on April 1 2022

2 Lessee shall pay rent at the rate of \$1 200 00 per month with the first payment being payable on September 1, 2009, and a like amount each month thereafter until February 1 2022 and a final payment on March 1, 2022, in the amount of \$981 70 It is the intention of the parties hereto that the amount of the rent for this lease be an amount sufficient to pay the Lessor an amount equivalent to the repayment of a \$141 334 87 loan at four (4%) per cent annual interest for a period of 151 months

3 It is agreed that at the expiration of the term of this lease the Lessee shall have an option for a period of thirty (30) days to purchase the leased premises and equipment for the sum of One Hundred (\$100 00) Dollars to be paid to Clay County Mississippi at the Clay County Mississippi Chancery Clerk s Office

4 Lessee contracts and agrees to use the leased premises as a manufacturing facility and any uses reasonably necessary to conduct a manufacturing facility on said premises Any other use of the leased premises other than as a manufacturing facility and incidental uses related thereto must be approved by Lessor in writing prior to using the leased premises for said purposes Lessee further contracts and agrees that Lessee will maintain employment at the level of ten (10) full time employees The term full time employee for the purposes of this lease shall be defined as an employee being paid at least thirty (30) hours of pay per week Lessee also contracts and agrees that the Lessee will not cease manufacturing for a period of more than six (6) months during any one year period

5 Lessee hereby agrees that it will effective and commencing on the first day of this

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**Book DEED 294 Pg 667  
Instrument 2017003194**

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lease and continuing throughout the term of this lease take out and carry at its own expense and pay all premiums on a general liability insurance in an amount not less than \$1 000 000 00 single limit coverage insuring both Lessor and Lessee against any and all claims for death or personal injury or property damage resulting from the use occupancy operation or condition of the leased premises

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

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

8 Lessee agrees and covenants that at all times during the term of this lease Lessee will comply with the provisions of the Mississippi Workers Compensation Laws

9 Lessor and Lessee agree that in the event of damage to or destruction of the building or buildings or leased equipment upon the premises herein leased from casualty covered by insurance required hereunder and upon payment to the Lessor of the proceeds therefrom the Lessee will repair or restore the building or buildings and improvements or equipment to the condition in which it was or they were prior to the occurrence of such casualty and the Lessor agrees to reimburse the Lessee

for the cost thereof out of but not beyond the amount of such proceeds. Even though the building constructed on the said premises or the main factory structure thereof or the leased equipment is by reason of the occurrence of such casualty so insured against, rendered totally or partially untenable meaning that manufacturing operations are impractical or are substantially impeded the Lessee's obligation for payment of rentals during the term shall not be affected by such period of untenability as herein defined.

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

11 The Lessee shall not sell or assign this lease or sublet said premises or equipment leased herein or any part thereof without first obtaining the written consent of the Lessor.

12 The Lessee shall not make any substantial additions or alterations to the leased premises without first obtaining the written consent of Lessor which consent shall not be unreasonably withheld. Lessee agrees that if any substantial alterations or additions are made to the leased premises such additions or alterations shall be made at the expense of the Lessee.

13 If the Lessee shall fail to perform any of its obligations or agreements under this lease the Lessee shall be deemed to be in default and in addition to any other right that may have accrued to the Lessor under the provisions of this lease and the law, the Lessor shall have the right at its option to terminate this lease, and the Lessor shall in the event of such termination be entitled to and the Lessee shall surrender to the Lessor peaceable possession of the property and equipment described and leased thereunder provided however that before terminating this agreement the Lessor shall give the Lessee notice of its intention to terminate by certified or registered mail addressed to the

534-A

**Book DEED 294 Pg 669  
Instrument 2017003194**

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

IN WITNESS WHEREOF, this Lease has been executed in multiple counterparts each to be considered an original on this the 16<sup>th</sup> day of August 2010

CLAY COUNTY, MISSISSIPPI

By Floyd G. McKee  
FLOYD MCKEE, PRESIDENT, BOARD  
OF SUPERVISORS OF CLAY COUNTY,  
MISSISSIPPI

Attest

Harmon A. Robinson  
HARMON A. ROBINSON, CLERK,  
BOARD OF SUPERVISORS OF  
CLAY COUNTY, MISSISSIPPI

LONG BRANCH COMPANY, INC.

By Edward F. Todd Jr.  
EDWARD F. TODD JR., PRESIDENT

Linda R. Peck  
SECRETARY

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**Book DEED 294 Pg 670  
Instrument 2017003194**



STATE OF MISSISSIPPI  
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Floyd McKee and Harmon A. Robinson who acknowledged that they are President and Clerk respectively of the Clay County, Mississippi Board of Supervisors, and that for and on behalf of the said Board, and as its act and deed they signed sealed and delivered the above and foregoing Lease for the purposes therein mentioned on the day and year therein mentioned after first having been duly authorized by said Board so to do

Given under my hand and official seal this, the 16<sup>th</sup> day of August, 2010

(SEAL)

Harmon A. Robinson  
Notary Public

My Commission Expires

1st Monday 2012

Deborah G Meyer DC

STATE OF MISSISSIPPI  
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said County and State within my jurisdiction the within named Edward F. Todd who acknowledged that he is President of Long Branch Company Inc and Deborah G Meyer who acknowledged being Secretary of Long Branch Company Inc that for and on behalf of the said company and as its act and deed they signed sealed and delivered the above and foregoing Lease for the purposes therein mentioned on the day and year therein mentioned after first having been duly authorized by said company so to do

Given under my hand and official seal this the 16<sup>th</sup> day of August, 2010

(SEAL)

Harmon A. Robinson  
Notary Public

My Commission Expires

1st Monday 2012

Deborah G Meyer DC

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Deborah G Meyer  
Deborah G Meyer

THE STATE OF MISSISSIPPI  
County of Clay

I, Harmon A. Robinson, 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 16 day of August, 2010 at 2:33 clock P M and the same was duly recorded in Deed Record 294 Page 536 on this 16 day of Aug, 2010.

Given under my hand and seal of office at West Point, Mississippi  
By Harmon A. Robinson DC  
HARMON A. ROBINSON Chancery Clerk

**Book DEED 294 Pg 671  
Instrument 2017003194**

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ASSIGNMENT OF LEASE

WHEREAS on August 16, 2010 Clay County Mississippi, acting by and through its Board of Supervisors did enter into a Lease with Long Branch Company Inc, a Mississippi corporation, by which Clay County leased to Long Branch 1.18 acres, more or less, of land located in the Southeast Quarter (SE-1/4) of Section 2 Township 17 South Range 6 East Clay County, Mississippi, together with all improvements thereon. A true and correct copy of said Lease is attached hereto as Exhibit "A", and

WHEREAS, Paragraph 11 under said Lease provides that "the Lessee shall not sell or assign this Lease or sublet said premises or equipment leased hereon or any part thereof without first obtaining the written consent of the Lessor, and

WHEREAS, by letter dated April 8, 2015, Long Branch Company, Inc requested in writing to the Clay County Board of Supervisors that it be authorized to assign said Lease to Riceco, LLC a Mississippi limited liability company, whose address is 801 West Church Hill Road West Point, Mississippi, and

WHEREAS, upon consideration of such request the Clay County Board of Supervisors, at its meeting held on April 9, 2015 approved and consented to such Assignment with Riceco, LLC assuming all future obligations under said Lease from and after March 31, 2015,

THEREFORE for and in consideration of the assumption by Riceco LLC of all obligations under the captioned lease from and after March 31 2015, Long Branch Company, Inc, does hereby transfer assign and convey all of its interest as Lessee in the captioned lease to Riceco, LLC, and by the execution hereof, Riceco LLC does hereby agree to assume all future

Book DEED 287 Pg 224  
Instrument 1076

Book DEED 294 Pg 672  
Instrument 2017003194

tabbler  
EXHIBIT  
B

obligations from and after March 31, 2015 as provided in said Lease

This the \_\_\_\_ day of April 2015

LONG BRANCH COMPANY, INC

BY Linda D Pilley  
Linda D Pilley, President

ATTEST

Edward F Todd, Jr  
Edward F Todd, Jr Secretary

RICECO, LLC

BY Larry Rice  
Larry Rice, Manager

CLAY COUNTY BOARD OF SUPERVISORS

BY Lynn Horton  
Lynn Horton President

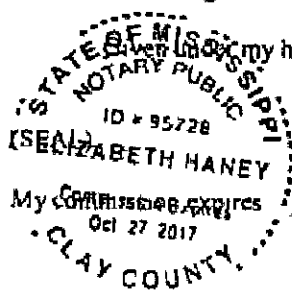
ATTEST

Amy G Berry  
Amy G Berry Chancery Clerk

STATE OF MISSISSIPPI  
COUNTY OF CLAY

PERSONALLY appeared before me, the undersigned authority of law in and for said State and County aforesaid the within named Linda D Pilley and Edward F Todd, Jr., President and Secretary, respectively, of Long Branch Company Inc a Mississippi corporation, who each acknowledged that as such President and Secretary, they executed the above and foregoing Assignment on the day and year therein written, for and on behalf of and as the act of said Long Branch Company, Inc, with full authority so to do

Witnessed by my hand and seal of office, this the 14th day of April, 2015



Elizabeth Haney  
NOTARY PUBLIC

10-27-17

Book DEED 287 Pg 225  
Instrument 1076

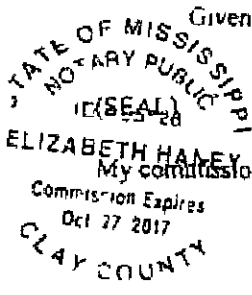
Book DEED 294 Pg 673  
Instrument 2017003194

STATE OF MISSISSIPPI  
COUNTY OF CLAY

PERSONALLY appeared before me, the undersigned authority of law in and for said State and County aforesaid, the within named Larry Rice, Manager of Riceco, LLC, a Mississippi limited liability corporation, who acknowledged that as such Manager, he executed the above and foregoing Assignment on the day and year therein written for and on behalf of and as the act of said Riceco, LLC, with full authority so to do

Given under my hand and seal of office this the 10<sup>th</sup> day of April, 2015

*Elizabeth Haney*  
NOTARY PUBLIC



My commission expires 10-27-17

STATE OF MISSISSIPPI  
COUNTY OF CLAY

PERSONALLY appeared before me, the undersigned authority of law in and for said State and County aforesaid the within named Lynn Horton and Amy G Berry, President and Clerk respectively of the Clay County Board of Supervisors who acknowledged that as such President and Clerk, they executed the above and foregoing Assignment on the day and year therein written, for and on behalf of and as the act of said Clay County Board of Supervisors with full authority so to do

Given under my hand and seal of office this the 16 day of April, 2015

*Robert H. [Signature]*  
NOTARY PUBLIC



Circuit Clerk & Ex-Officio Notary Public  
My Commission Expires Jan 4, 2018

INDEXING INSTRUCTIONS: Pl, SE 1/4 S-2, T-17S, R-6E, Clay County, MS

**Book DEED 287 Pg 226  
Instrument 1076**

**Book DEED 294 Pg 674  
Instrument 2017003194**

Restructured Lease

COPY

Instrument No 2205

LEASE

THIS AGREEMENT of lease made and entered into on this the 16<sup>th</sup> day of August, 2010, by and between Clay County Mississippi acting by and through its Board of Supervisors, hereinafter referred to as "Lessor," and Long Branch Company, Inc. hereinafter referred to as "Lessee."

WITNESSETH

Lessor does by these presents lease and demise unto Lessee the following described property and being situated in the County of Clay State of Mississippi and being more particularly described as follows

A parcel of land located in the Southeast Quarter of Section 2, Township 7 South Range 6 East, Clay County Mississippi being more particularly described as follows

Commencing at the point of intersection of the west right of way line of Old Aberdeen Road (Eshman Avenue) with the south boundary of above said Section 2 run thence North 00 degrees 39 minutes 40 seconds East along said west right of way line 170.5 feet to the intersection of said west right-of-way line with the south right-of way line of Industrial Access Road, thence run North 89 degrees 38 minutes 11 seconds West along the south right-of way line of Industrial Access Road 1003.6 feet to an existing iron pin located at the northeast corner of the Edward Todd property as described in Deed Book 222 at page 253 in the records of the Chancery Clerk of Clay County Mississippi, thence run South 00 degrees 37 minutes 03 seconds West 65.04 feet to an iron pin at the Point of Beginning for this description. Run thence South 00 degrees 37 minutes 03 seconds West 245.00 feet to an existing iron pin thence run North 89 degrees 38 minutes 11 seconds West 210.00 feet to an iron pin, thence run North 00 degrees 37 minutes 03 seconds East 245.00 feet to an iron pin, thence run South 89 degrees 38 minutes 11 seconds East 210.00 feet to the point of beginning contain ing 1.18 acres more or less

TOGETHER WITH an easement for the purpose of ingress/egress, being a strip of land 30 feet in width, lying 15 feet on each side of the following described centerline Commencing at the point of intersection of the west right of way line of Old Aberdeen Road (Eshman Avenue) with the south boundary of above said Section 2 run thence North 00 degrees 39 minutes 40 seconds East along said west right-of way line 1770.5 feet to the intersection of said west right-of-way line with the south right of way line of Industrial Access Road, thence run North 89 degrees 38 minutes 11 seconds West along the south right-of way line of Industrial Access Road 1003.6 feet to an existing iron pin located at the northeast corner of the Edward Todd property as described in Deed Book 222 at page 253 in the records of the Chancery Clerk of Clay County Mississippi thence run North 89 degrees 38 minutes 11 seconds West 10

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Book DEED 294 Pg 675  
Instrument 2017003194

Book DEED 287 Pg 227  
Instrument 1076



said right of way 150 feet to the Point of Beginning for the easement centerline  
thence run South 00 degrees 37 minutes 03 seconds West 165.6 feet to the end of the  
easement centerline

Said lease is made on the following terms, conditions and covenants:

1 The term of the lease shall be for a period of 151 months beginning September 1, 2009  
and ending on April 1, 2022.

2 Lessee shall pay rent at the rate of \$1,200.00 per month with the first payment being  
payable on September 1, 2009, and a like amount each month thereafter until February 1, 2022 and  
a final payment on March 1, 2022 in the amount of \$981.70. It is the intention of the parties hereto  
that the amount of the rent for this lease be an amount sufficient to pay the Lessor an amount  
equivalent to the repayment of a \$141,334.87 loan at four (4%) per cent annual interest for a period  
of 151 months.

3 It is agreed that at the expiration of the term of this lease the Lessee shall have an  
option for a period of thirty (30) days to purchase the leased premises and equipment for the sum of  
One Hundred (\$100.00) Dollars to be paid to Clay County, Mississippi at the Clay County  
Mississippi Chancery Clerk's Office.

4 Lessee contracts and agrees to use the leased premises as a manufacturing facility and  
any uses reasonably necessary to conduct a manufacturing facility on said premises and for use  
of the leased premises other than as a manufacturing facility and incidental uses related thereto must  
be approved by Lessor in writing prior to using the leased premises for said purposes. Lessor further  
contracts and agrees that Lessee will maintain employment at the level of ten (10) full time employees.  
The term "full time employee" for the purposes of this lease shall be defined as an employee who is  
paid at least thirty (30) hours of pay per week. Lessee also contracts and agrees that Lessee will  
not cease manufacturing for a period of more than six (6) months during any one year period.

5 Lessee hereby agrees that it will, effective and commencing on the first day of the

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**Book DEED 287 Pg 228  
Instrument 1076**

**Book DEED 294 Pg 676  
Instrument 2017003194**

lease, and continuing throughout the term of this lease, take out and carry at its own expense and pay all premiums on a general liability insurance in an amount not less than \$1,000,000.00 single limit coverage insuring both Lessor and Lessee against any and all claims for death or personal injury or property damage resulting from the use, occupancy, operation or condition of the leased premises.

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

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

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

Lessor and Lessee agree that in the event of damage to or destruction of the building or buildings or leased equipment upon the premises herein leased from casualty covered by insurance required hereunder and upon payment to the Lessor of the proceeds therefrom the Lessee will repair or restore the building or buildings and improvements or equipment to the condition in which it was or they were prior to the occurrence of such casualty and the Lessor agrees to reimburse the Lessee

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Book DEED 287 Pg 229  
Instrument 1076

Book DEED 294 Pg 677  
Instrument 2017003194

for the cost thereof out of but not beyond the amount of such proceeds. Even though the building constructed on the said premises or the main factory structure thereof or the leased equipment is by reason of the occurrence of such casualty so insured against, rendered totally or partially unrepairable meaning that manufacturing operations are impractical or are substantially impeded the Lessee's obligation for payment of rentals during the term shall not be affected by such period of unrepairability as herein defined.

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

11. The Lessee shall not sell or assign this lease or sublet said premises or equipment leased herein or any part thereof, without first obtaining the written consent of the Lessor.

12. The Lessee shall not make any substantial additions or alterations to the leased premises without first obtaining the written consent of Lessor which consent shall not be unreasonably withheld. Lessee agrees that if any substantial alterations or additions are made to the leased premises such additions or alterations shall be made at the expense of the Lessee.

13. If the Lessee shall fail to perform any of its obligations or agreements under this lease, the Lessee shall be deemed to be in default and in addition to any other right that may have accrued to the Lessor under the provisions of this lease and the law, the Lessor shall have the right at its option to terminate this lease and the Lessor shall in the event of such termination be entitled to and the Lessee shall surrender to the Lessor peaceable possession of the property and equipment described and leased thereunder provided, however that before terminating this agreement the Lessor shall give the Lessee notice of its intention to terminate by certified or registered mail addressed to the

534-A

Book DEED 294 Pg 678  
Instrument 2017003194

Book DEED 287 Pg 230  
Instrument 1076



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

IN WITNESS WHEREOF this Lease has been executed in multiple counterparts each to be considered an original on this the 16<sup>th</sup> day of August 2010

CLAY COUNTY, MISSISSIPPI

By [Signature]  
FLOYD MCKEE, PRESIDENT  
BOARD OF SUPERVISORS OF CLAY COUNTY  
MISSISSIPPI

Attest  
[Signature]  
HARMON A. ROBINSON, CLERK  
BOARD OF SUPERVISORS OF  
CLAY COUNTY, MISSISSIPPI

LONG BRANCH COMPANY, INC.

By [Signature]  
EDWARD F TODD JR, PRESIDENT

[Signature]

SECRET - 67

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Clay County Mississippi  
Filed 04/16/2015 03 00 P  
Book DEED 287 Pg 224  
Amy Berry, Chancery Clerk

Book DEED 287 Pg 231  
Instrument 1076



Clay County Mississippi  
Filed 06/06/2017 12 58 P  
Book DEED 294 Pg 662  
Amy Barry, Chancery Clerk

Book DEED 294 Pg 679  
Instrument 2017003194

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO PARTICIPATE IN THE 2018 BEAVER  
CONTROL ASSISTANCE PROGRAM**

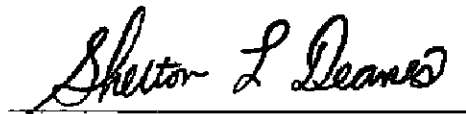
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There came on this day for consideration the matter of authorizing to participate in the 2018 Beaver Control Assistance Program

It appears to this Board a request has been received from the USDA Wildlife Services Division to consider participating in the 2018 State Beaver Control Assistance Program as attached hereto as Exhibit A at the annual fee of \$7,500 00

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to participate in the State 2018 Beaver Control Assistance Program at the annual fee of \$7,500 00 and further orders, the Clerk to remit proof of payment for participating in the Beaver Control Program to the Tombigbee River Valley Water Management District who will reimburse the County for half of the annual fee

SO ORDERED this the 19th day of September, 2017



President



United States  
Department of  
Agriculture

September 18, 2017

Animal and  
Plant Health  
Inspection  
Service

Ms Berry

Wildlife Services

PO Drawer FW  
Mississippi State  
MS 39762

I have enclosed the Cooperative Service Agreement for your County Office to complete so that Clay County will be included in the 2018 Beaver Control Assistance Program (BCAP)

Phone  
662 325 3014  
Fax  
662 325-3690

Please fill out the highlighted areas on the Cooperative Service Agreement and return to the Mississippi State Office by September 29, 2017

I have also included an invoice for payment in the amount of \$7,500.00 for the enrollment fee. Please send your payment to the Mississippi State Office by October 31, 2017

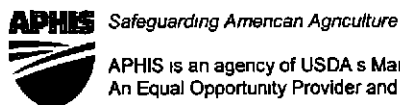
USDA APHIS Wildlife Services  
PO Drawer FW  
Mississippi State, MS 39762

Feel free to contact me with any questions or concerns at (662) 325-3014

Thank you,

Brenda Clayton  
Program Support Assistant

enclosures



APHIS is an agency of USDA's Marketing and Regulatory Programs  
An Equal Opportunity Provider and Employer

# COOPERATIVE SERVICE AGREEMENT

Between  
<CLAY COUNTY>

and the  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
WILDLIFE SERVICES (WS)

## ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page

## ARTICLE 2

APHIS WS has statutory authority under the Act of March 2 1931 (46 Stat. 1468 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22 1987 (101 Stat. 1329-331 7 USCA 8353) to cooperate with States local jurisdictions, individuals public and private agencies organizations and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases or animal species that are injurious and/or a nuisance to among other things agriculture horticulture forestry animal husbandry wildlife and human health and safety

## ARTICLE 3

APHIS WS and the CLAY COUNTY agree

- 1 APHIS WS will provide the requested wildlife damage management services
- 2 The CLAY COUNTY will provide the U S Department of Agriculture the sum of \$7,500 to cover the costs as outlined in the Financial Plan Payment will be made by check payable to "U S Department of Agriculture" by a mutually agreed upon date
- 3 The Clay County ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt
- 4 The monies received by APHIS WS will be used for wildlife damage management activities
- 5 Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement
- 6 Clay County certifies that APHIS WS has advised the Clay County that there may be private sector service providers available to provide wildlife management services that the Clay County is seeking from APHIS WS
- 7 The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance

## ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom

## ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA) (28 U S C 1346(b) 2401(b) and 2671-2680)

## ARTICLE 6

The Agreement shall become effective October 1, 2017 and shall continue in effect until the completion or termination of the project This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing Further, in the event the Clay County does not provide necessary funds APHIS WS is relieved of the obligation to provide services under this agreement

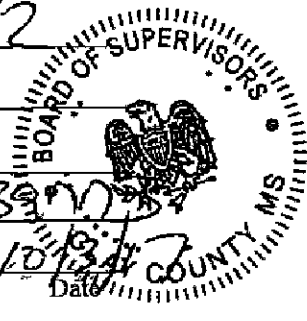
Tax Identification Number 64-6000252

Name Clay County MS

Address PO Box 815

Forest Point MS 39063

Clay County's Signature [Signature]



USDA-APHIS-Wildlife Services  
PO Drawer FW  
Mississippi State MS 39762

State Director

Date

# WORK PLAN

Wildlife Species Beaver, Muskrat, Nutria

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Location Clay County, MS

---

Services Provided BCAP Enrollment fee \*\*Effective Date October 1, 2017 to September 30, 2018\*\*

WS will provide animal damage management for the named county to reduce damage by beaver, muskrat, nutria to the lowest level possible as long as funds are available\* Target animals will be removed with Conibear body grip traps, snares, leg-hold trap and shooting. Beaver dams will be removed by hand, or explosives utilized by WS, or backhoe when assisted by the county road department.

**FINANCIAL PLAN  
BCAP Enrollment Fee**

Personnel Costs	\$4,856 00
Supplies	\$1,601 00
Subtotal (Direct Costs)	\$6,457 00
Indirect Costs	\$1,043 00
TOTAL	\$7,500 00

The above figures are only estimates. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$7,500 00**

\*Services will be provided as long as funds are available. When current funds have been exhausted services will cease unless further funds are provided.

**Financial Point of Contact**

Clay County

LaTrance Boyd  
<Name to call for billing questions>

(662) 494-3124  
Phone

APHIS, WS Brenda Clayton, Program Support Assistant  
<Budget Personnel Name>

662-325-3014  
Phone

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO ADVERTISE TO THE PUBLIC FOR OUT OF STATE TRAVEL COST INCURRED BY BOARD OF SUPERVISOR MEMBERS**

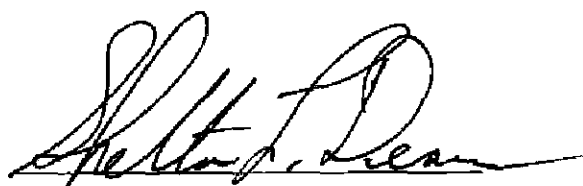
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There came on this day for consideration the matter of authorizing to advertise to the public for out of state travel cost incurred by Board of Supervisor members

It appears to this Board pursuant to Section 19-3-67(5) of *the Mississippi Code* any travel expenses incurred for out of state travel by any member of the County Board of Supervisor shall be published in a newspaper of general circulation

After motion by R B Davis and second by Lynn Horton this Board votes *unanimously* to authorize the Clerk to advertise in the Daily Times Leader the cost incurred by Supervisor Davis and Supervisor Deanes to travel to St Louis, MO to travel for the ACA Conference with the Sheriff

SO ORDERED this the 19<sup>th</sup> day of September, 2017



President

# Clay County Board of Supervisors

R.B. Davis

PII/AWIN # \_\_\_\_\_

PII # \_\_\_\_\_

Check (x) One	
Employee	<input type="checkbox"/>
Contract Worker	<input type="checkbox"/>
Board Member	<input type="checkbox"/>

I hereby certify that the information furnished on this form is true and accurate to the best of my knowledge and belief, and that I am not aware of any information that would make this information false or misleading.

The following items apply:

Amount (if any)	In State	Out of State	Per Diem	PTI Request
-----------------	----------	--------------	----------	-------------

Prior to Trip Expenses (PTI) Request	
Lodging	
Public Carrier	

Payment Information (Traveler's Expense)	
Trip #	
Traveler	
Agency	
Address	
City	
State	
Zip	
Phone	
Fax	
E-mail	

Per Diem in Lieu of Subsistence	
Taxable Meals	255.00
Non-Taxable Meals	
Lodging	
Travel in Private Vehicle	401.28
Travel in Rented Vehicle	
Travel in Public Carrier	
Other	<del>691.28</del>
Parking	35.00
Sub Total	691.28
Less Travel Allowance	
Less PTE Lodging	
Less PTE Public Carrier	
Net Payment (Overpayment)	691.28

685

I hereby certify that the information furnished on this form is true and accurate to the best of my knowledge and belief, and that I am not aware of any information that would make this information false or misleading.

Signature: R.B. Davis Title: Supervisor D<sup>3</sup> Date: 9/11/2017  
 Signature: [Signature] Title: \_\_\_\_\_ Date: 9/18/17  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



Date	Purpose	Points of Travel	Miles	Actual Breakfast	Lunch	Dinner	Tolls	Hotel	The above total per		
									Item	Amount	
8/18/17	WP to MO St. Louis	ACA Educational Conference	800								
8/19/17								51.00			
8/20/17								51.00			Ualet Parking \$35.00 ✓
8/21/17								51.00			
8/22/17								51.00			
8/23/17											
			51.00 +								
			51.00 +								
			51.00 +								
			51.00 +								
			51.00 +								
			25.00								
			836 x								
			0.48 =								
			411.28 x								
			101.28								
			25.00 +								
			5.00 +								
			51.28 x								
Total									255.00 ✓	35.00 ✓	

Mileage Reimbursement Rate 0.48  
 Total Mileage Dollar Amount 401.28 ✓

Note: (1) Receipts for amounts paid for lodging and other expenses must accompany this voucher. (2) All activity pertaining to receipt in late should be shown on the associated line or lines completely across the form. (3) Daily Meals Allowed equals the total of Actual Meals, not to exceed the Maximum Daily Meal Reimbursement. (4) If Tips are included in other then the type of tip must be identified. (5) A continuation sheet may be used if necessary.

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GUEST FOLIO MARRIOTT ST LOUIS GRAND HOTEL

1436 DAVIS/ROY 00 08/18/17 08 17 8886  
 ROOM NAME RATE DEPART TIME ACCT#  
 VD DAVIS/BARRON 08/17/17 14 18  
 TYPE ARRIVE TIME  
 33 333 108TH AVE NE 804  
 ROOM CLERK BELLEVUE WA 98004 VSXXXXXXXXXXXX7257  
 ADDRESS PAYMENT RWD#

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
<del>08/17</del>	<del>ZENIA</del>	<del>49721436</del>	<del>20 99</del>	
08/17	VALET AAG	35 00		
08/18	CCARD-VS		55 99	
	PAYMENT RECEIVED BY VISA		XXXXXXXXXXXX7257	

00



MARRIOTT ST LOUIS GRAND HOTEL  
 800 WASHINGTON AVE  
 ST LOUIS, MO 63101  
 PH 314-621-9600 FAX 314-621-9601

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amount shown in the credits column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are directly billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%) or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature \_\_\_\_\_

GUEST FOLIO

Marriott St Louis Grand 800 Washington Avenue  
St Louis MO 63101 314 621 9600 Marriott.com/STLMG



1436	DAVIS/R	00	08/18/17	11 00	8886
Room	Name	Rate	Depart	Time	ACCT#
VD	DAVIS/BARRON		08/17/17	14 18	
Type			Arrive	Time	
17					

Room Clerk	Address	Payment	RWD#
<hr/>			
DATE	REFERENCE	CHARGES	BALANCE DUE
<del>08/17</del>	<del>ZENIA</del>	<del>49721436</del>	<del>20 99</del>
08/17	VALET	AAG	35 00
08/18	VS CARD		<del>\$55.99</del>

TO BE SETTLED TO VISA CURRENT BALANCE 00

THANK YOU FOR CHOOSING THE MARRIOTT ST LOUIS GRAND  
PLEASE CALL THE FRONT DESK TO EXPEDITE YOUR CHECK-OUT  
WE LOOK FORWARD TO YOUR RETURN TO THE GATEWAY CITY

889

Your Aug 18, 2017 - Aug 23, 2017 stay at the Marriott St Louis Grand

From Thanks for staying! <efolio@marriott.com>

Tue Aug 29 2017 06:44 AM

Subject Your Aug 18, 2017 - Aug 23, 2017 stay at the Marriott St Louis Grand

To PATTYGOFF337@COMCAST NET

Reply To Thanks for staying! <efolio@marriott.com>

Thank you for choosing the Marriott St. Louis Grand for your recent stay

As requested, below is a billing summary or adjustment for your stay. If you have questions about your bill, please contact us at (314) 621-9600 or mhrs.stlmg.billing@marriott.com



Make another reservation on Marriott.com >>

Hotel Marriott St. Louis Grand  
800 Washington Avenue  
St Louis Missouri 63101  
USA  
(314) 621-9600

Guest: DAVIS/RB  
AMERICAN CORRECTIONAL  
ASS  
206 N WASHINGTON ST  
STE 200  
ALEXANDRIA, VA 22314  
USA

*Credit*  
234.67

Dates of stay Aug 18, 2017 - Aug 23, 2017

Room number 1436

Guest number 4341

Group number 20848

Marrriott Rewards number XXXXX0959

Date	Description	Reference	Charges	Credits
08/15/17	Payment Visa XXXXXXXXXXXX4175			234.68
08/18/17	SLF PARK	# 434134	0.00	
08/18/17	ZENIA	4994	46.03	
08/18/17	ROOM GP	1436 1	199.00	
08/18/17	STATE TX	1436, 1	21.25	
08/18/17	CITY TAX	1436 1	7.46	
08/18/17	OCC TAX	1436 1	6.97	
08/18/17	SLF PARK	STT	25.00	
08/19/17	8TH STR	1070	6.64	
08/19/17	8TH STR	1117	16.14	
08/19/17	8TH STR	1119	8.75	
08/19/17	ROOM GP	1436 1	199.00	
08/19/17	STATE TX	1436 1	21.25	
08/19/17	CITY TAX	1436 1	7.46	
08/19/17	OCC TAX	1436, 1	6.97	
08/19/17	SLF PARK	#0434134	0.00	
08/19/17	SLF PARK	STT	25.00	
08/20/17	SLF PARK	# 434126	0.00	
08/20/17	8TH STR	1559	10.01	
08/20/17	ROOM GP	1436, 1	199.00	
08/20/17	STATE TX	1436 1	21.25	
08/20/17	CITY TAX	1436 1	7.46	
08/20/17	OCC TAX	1436 1	6.97	
08/20/17	SLF PARK	STT	25.00	
08/20/17	Payment - Cash	CK65990		1,298.40
08/21/17	ROOM GP	1436, 1	199.00	
08/21/17	STATE TX	1436 1	21.25	

08/21/17	CITY TAX	1436, 1	7 46
08/21/17	OCC TAX	1436 1	6 97
08/21/17	SLF PARK	#0434126	0 00
08/21/17	SLF PARK	STT	25 00
08/22/17	ROOM GP	1436 1	199 00
08/22/17	STATE TX	1436, 1	21 25
08/22/17	CITY TAX	1436 1	7 46
08/22/17	OCC TAX	1436 1	6 97
08/22/17	SLF PARK	#0434126	0 00
08/22/17	SLF PARK	STT	25 00
08/23/17	Payment Visa		147 11
	XXXXXXXXXXXX7257		

**Total balance****0 00 USD**

Treat yourself to the comfort of Marriott Hotels in your home

**Do Not Reply to this Email**

This email is an auto-generated message. Replies to automated messages are not monitored. If you have any questions please contact the hotel directly at (314) 621-9600.

**Why Have I Received this Email?**

You received this email because you subscribed to eFolio, a feature enabling you to receive an electronic version of your hotel bill by email after every stay. Modify your email preferences >>

**Availability**

Electronic versions of your hotel bill, available by email from our over 2,300 participating properties in the Marriott family of hotels in the USA and Canada, are emailed to you within 72 hours of check-out. These email messages reflect changes made to your bill up to 11pm on your day of departure. Any adjustments after that time may not be shown.

If you have received this email in error, please notify us.

Learn more about eFolio, receiving your hotel bills by email.

**Authenticity of Bills**

Marriott retains official records of all charges and credits to your account and will honor only those records.

**Privacy**

Your privacy is important to Marriott. For full details of our privacy policy, please visit our Privacy Statement.

**Credit of Marriott Rewards Points**

After a stay, it may take up to 7 days for Marriott Rewards points to be credited to your account.

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Mississippi Clay County Board of Supervisors

Name Shelton Deanes Security PIN/WIN # \_\_\_\_\_  
 PIN # \_\_\_\_\_

Check (1) One	
Employee	<input type="checkbox"/>
Contract Worker	<input type="checkbox"/>
Board Member	<input type="checkbox"/>

The following items are being submitted for reimbursement of expenses paid by me incident to official travel for the State of Mississippi. The items are as follows:

Check (1) Box(es)	In State	Out of State	Out of State	Per Diem Request
-------------------	----------	--------------	--------------	------------------

Prior to Trip Expenses (PTE) Request

From Clay County, MS

Payment Information  
 Date Rec Sent  
 Docket Date 7/86  
 Vendor # 5  
 Vendor Name Deanes  
 Invoice # 09/2017  
 Inv Date 8/29/17  
 P.O. # \_\_\_\_\_  
 Fund 001-100-476  
 Exp # 001-100-480  
001-100-477

Per Diem in Lieu of Subsistence	
Taxable Meals	255.00
Travel Parking	50.00
Travel Private Vehicle	401.28
Travel Rented Vehicle	
Travel Public Carrier	
Other	
<b>Total</b>	<del>706.28</del> 706.28
Sub Total	
Less Travel Expense	
Less PTE	
Less Public Carrier	
Net Payment	401.28

Signature Shelton Deanes Title Supervisor D4 Date 8/28/2017  
UJZ Date 8/29/17

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Itemized Statement of Travel Expense

SPAH# \_\_\_\_\_

Name

Shelton Deanes

SS# \_\_\_\_\_

Date	Purpose	Points of Travel	Miles	Actual Breakfast	Actual Lunch	Actual Dinner	Mileage Allowance	Hotel	Other Authorized Expenses	
									Item	Amount
8/18/17	WP to	ACA Educational	836				51. <sup>00</sup> / <sub>100</sub>		Valet	
8/19/17	St Louis, MO	Conference					51. <sup>00</sup> / <sub>100</sub>		parking	50. <sup>00</sup> / <sub>100</sub>
8/20/17							51. <sup>00</sup> / <sub>100</sub>			
8/21/17							51. <sup>00</sup> / <sub>100</sub>			
8/22/17							51. <sup>00</sup> / <sub>100</sub>			
8/23/17										
								0.00		
			836	x				51.00	+	
			0.48	=				51.00	+	
			401.28	*-				51.00	+	
								51.00	+	
								51.00	+	
								255.00	*	
Total										

Mileage Reimbursement Rate 48  
 Total Mileage Dollar Amount \$401.28 ✓

255.00  
804.00

50.00

Note: (1) Receipts for amounts paid for lodging and other expenses must accompany this voucher. (2) All actual percentages of reimbursement should be shown on the associated lines completely across the form. (3) Only Actual Meals Allowed equals the total of Actual Meals, not to exceed the Maximum Daily Meal Reimbursement. (4) If Tips are included in (3) then the type of tip must be identified. (5) A continuation page may be used if necessary.

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GUFST FOLIO

Marriott St. Louis Grand 800 Washington Avenue  
 St. Louis MO 63101 314 621 9600 Marriott.com/STLMG



937 DEANES/S 199 00 08/23/17 11 00 4342 20848  
 Room Name Rate Depart Time ACCT# GROUP  
 GD AMERICAN CORRECTIONA 08/18/17 08 47  
 Typ Arrive Time  
 43

RWD# XXXXX0959

Room	Address	Payment
DATE	REFERENCE	CHARGES

08/15	ADVDP-VS		234 68
	PAYMENT RECEIVED BY VISA		
08/18	CCARD-VS	234 68	
	PAYMENT RECEIVED BY VISA		
08/18	CASH CK65988		1298.40
08/18	ROOM GP 937, 1	199 00	
08/18	STATE TX 937, 1	21 25	
08/18	CITY TAX 937, 1	7 46	
08/18	OCC TAX 937, 1	6 97	
08/18	VALET STT	35 00	-
08/19	ROOM GP 937, 1	199 00	
08/19	STATE TX 937, 1	21 25	
08/19	CITY TAX 937, 1	7 46	
08/19	OCC TAX 937, 1	6 97	
08/19	VALET STT	35 00	-
08/20	ROOM GP 937, 1	199 00	
08/20	STATE TX 937, 1	21 25	
08/20	CITY TAX 937, 1	7 46	
08/20	OCC TAX 937, 1	6 97	
08/20	VALET STT	35 00	-
08/21	ROOM GP 937, 1	199 00	
08/21	STATE TX 937, 1	21 25	
08/21	CITY TAX 937, 1	7 46	
08/21	OCC TAX 937, 1	6 97	
08/21	VALET ST	35 00	-
08/22	ROOM GP 937, 1	199 00	
08/22	STATE TX 937, 1	21 25	
08/22	CITY TAX 937, 1	7 46	
08/22	OCC TAX 937, 1	6 97	
08/22	VALET STT	35 00	-
08/23	MC CARD		\$50 00

TO BE SETTLED TO MASTERCARD CURRENT BALANCE 00

THANK YOU FOR CHOOSING THE MARRIOTT ST LOUIS GRAND  
 PLEASE CALL THE FRONT DESK TO EXPEDITE YOUR CHECK-OUT  
 WE LOOK FORWARD TO YOUR RETURN TO THE GATEWAY CITY

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO  
 PXXXXXXXXXXXX@COMCAST NET  
 SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT COM

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Your Aug 18, 2017 - Aug 23, 2017 stay at the Marriott St Louis Grand

From Thanks for staying! <efolio@marriott.com>

Tue, Aug 29, 2017 06:44 AM

Subject Your Aug 18, 2017 - Aug 23, 2017 stay at the Marriott St Louis Grand

To PATTYGOFF337@COMCAST NET

Reply To Thanks for staying! <efolio@marriott.com>

Thank you for choosing the Marriott St. Louis Grand for your recent stay

As requested below is a billing summary or adjustment for your stay. If you have questions about your bill please contact us at (314) 621-9600 or mhrrs.stlmg.billing@marriott.com



Make another reservation on Marriott.com >>

Hotel Marriott St. Louis Grand  
800 Washington Avenue  
St. Louis, Missouri 63101  
USA  
(314) 621-9600

Guest: DEANES/SHELTON  
AMERICAN CORRECTIONAL  
ASS  
206 N WASHINGTON ST  
STE 200  
ALEXANDRIA, VA 22314  
USA

Dates of stay Aug 18, 2017 - Aug 23, 2017  
Guest number 4342  
Marriott Rewards number XXXXX0959

Room number 937  
Group number 20848

Date	Description	Reference	Charges	Credits
08/15/17	Payment - Visa XXXXXXXXXXXX4175			234.68
08/18/17	ROOM GP	937 1	199.00	
08/18/17	STATE TX	937, 1	21.25	
08/18/17	CITY TAX	937 1	7.46	
08/18/17	OCC TAX	937, 1	6.97	
08/18/17	VALET	STT	35.00	
08/18/17	Payment - Visa XXXXXXXXXXXX4175		234.68	
08/18/17	Payment - Cash	CK65988		1,298.40
08/19/17	ROOM GP	937 1	199.00	
08/19/17	STATE TX	937, 1	21.25	
08/19/17	CITY TAX	937, 1	7.46	
08/19/17	OCC TAX	937 1	6.97	
08/19/17	VALET	STT	35.00	
08/20/17	ROOM GP	937, 1	199.00	
08/20/17	STATE TX	937, 1	21.25	
08/20/17	CITY TAX	937 1	7.46	
08/20/17	OCC TAX	937, 1	6.97	
08/20/17	VALET	STT	35.00	
08/21/17	ROOM GP	937 1	199.00	
08/21/17	STATE TX	937 1	21.25	
08/21/17	CITY TAX	937 1	7.46	
08/21/17	OCC TAX	937 1	6.97	
08/21/17	VALET	ST	35.00	
08/22/17	ROOM GP	937, 1	199.00	
08/22/17	STATE TX	937, 1	21.25	
08/22/17	CITY TAX	937, 1	7.46	

*Credit 234.68 818*

08/22/17	OCC TAX	937, 1	6 97	
08/22/17	VALET	STT	35 00	
08/23/17	Payment MasterCard			50 00
	XXXXXXXXXXXX4376			
<b>Total balance</b>				<b>0 00 USD</b>

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NO \_\_\_\_\_

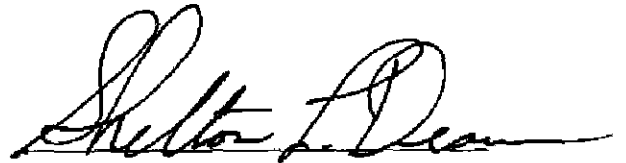
**IN THE MATTER OF AUTHORIZING AND APPROVING THE PRESIDENT TO  
EXECUTE THE LEASE PURCHASE DOCUMENTS FOR THE 2017 CHIP SPREADER  
WITH HANCOCK BANK**

---

There came on this day for consideration the matter of authorizing and approving the President to execute the lease purchase documents for the 2017 Chip Spreader with Hancock Bank

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to authorize the President to execute the lease purchase documents as attached hereto as Exhibit A for the 2017 Chip spreader with Hancock Bank

SO ORDERED this this 19<sup>th</sup> day of September, 2017



President

?

# Governmental Lease Purchase Agreement

Lessor  
Hancock Bank  
P O Box 4019  
Gulfport, MS 39502

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

This GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK BANK, a corporation duly organized and existing under the laws of the State of Mississippi (the "Lessor"), and the BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI (Lessee), a body corporate and politic, duly organized and existing under the laws of the State of Mississippi ("State")

## WITNESSETH

WHEREAS Lessor desires to lease the Equipment, as hereinafter defined to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purposes set forth in this Agreement, and

WHEREAS Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein

NOW THEREFORE, for and in consideration of the premises hereinafter contained the parties hereby agree as follows

## ARTICLE I

Covenants of Lessee. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees as follows (a) Lessee is a public body corporate and politic duly organized and existing under the Constitution and laws of the State (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body attached hereto as Exhibit "A" or by other appropriate official approval, and further represents covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B" (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee (f) During the period this Agreement is in force Lessee will provide Lessor with current financial statements, budgets proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms (h) The Equipment is and shall remain during the period this Agreement is in force personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures

## ARTICLE II

Definitions The following terms will have the meanings indicated below unless the context clearly requires otherwise

"Agreement" means this Governmental Lease Purchase Agreement, including the Exhibits attached hereto as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F"

"Equipment" means the property described in Exhibit "D" and which is the subject of this Agreement.

"Lease Term" - means the Original Term and all Renewal Terms provided for in this Agreement under Section 4 01 but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"Lessee" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Hancock Bank, a corporation, acting as Lessor hereunder (ii) Any surviving, resulting or transferee corporation, and (iii) Except where the context requires otherwise, any assignee(s) of Lessor

Original Term means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date

"Purchase Price" means the amount which Lessee may in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto

"Renewal Term(s)" - means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

## ARTICLE III

Lease of Equipment Lessor hereby demises leases and lets to Lessee the Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term

## ARTICLE IV

### LEASE TERM

#### Section 4 01 Commencement of Lease Term

The original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit "F" and shall terminate the last day of Lessee's current fiscal year

The Lease Term will be automatically renewed at the end of the Original Term or any Renewal Term for an additional one (1) year unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect, or such greater notice as may be provided in Article VI of Lessee's intention to terminate this Agreement at the end of the Original Term or the then current Renewal Term pursuant to Article XI or Article VI, as the case may be

#### Section 4 02 Termination of Lease Term

The Lease Term will terminate upon the earliest of any of the following events (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non appropriation of funds pursuant to Section 6 06, (b) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement; (c) A default by Lessor and Lessor's election to terminate this Agreement under Article X or (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder

### ARTICLE V

Enjoyment of Equipment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor except as expressly set forth in this Agreement.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

### ARTICLE VI

#### Rental Payments

#### Section 6 01 Rental Payments to Constitute a Current Expense of Lessee

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues funds or monies of Lessee

#### Section 6 02 Payment of Rental Payments.

Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or in full or in part by way of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit "E" hereto Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due

#### Section 6 03 Interest and Principal Component.

A portion of each Lease Rental Payment is paid as, and represents payment of interest, and the balance of each Rental Payment is paid as and represents payment of principal Exhibit "E" hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term

#### Section 6 04 Rental Payments to be Unconditional

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor and Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute nor shall Lessee

assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances

#### Section 6.05 Continuation of Lease Term by Lessee.

Lessee intends, subject to the provisions of Section 6 06 to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each bi-annual or annual budget submitted and adopted in accordance with applicable provisions of state law to have such portion of the budget approved.

#### Section 6 06 Non-appropriation

In the event sufficient funds shall not be appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rental Payments from other sources, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least sixty (60) days prior to the end of the then current Original or Renewal Term. If this Agreement is terminated under this Section 6 06, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor To the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of Equipment similar to the Equipment subject to this Agreement.

### ARTICLE VII

#### TITLE TO EQUIPMENT, SECURITY INTEREST

#### Section 7 01 Title To The Equipment

During the Term of this Agreement, title to the Equipment any and all additions, repairs, replacements or modifications shall vest in Lessee subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13 02 or nonappropriation as set forth in Section 6 06 Title to the Equipment shall immediately vest in Lessor and Lessee will reasonably surrender possession of the Equipment to Lessor Lessee, irrevocably, hereby designates, makes constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent in-fact) with power at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine in Lessee's or Lessor's name, to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor

#### Section 7 02 Security Interest.

To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto and on any proceeds therefrom Lessee agrees to execute such additional documents including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security of any assignee of Lessor, in the Equipment.

### ARTICLE VIII

#### Maintenance, modification taxes, exemption from federal taxation, insurance and other charges

#### Section 8.01 Maintenance of Equipment by Lessee

Lessee agrees that at all times during the Lease Term, Lessee will at Lessee's own cost and expense, maintain preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time

make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added if not required as a replacement hereunder, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

#### Section 8 02 Taxes, Other Governmental Charges and Utility Charges

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor) Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any Equipment or other property acquired by Lessee in substitution for as a renewal or replacement of, or modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from federal income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the date of imposition of the change of tax treatment through the term of each Equipment Lease Schedule under this Agreement during which the change of tax theory is imposed, and subsequently thereto, as rental payments would otherwise become due, until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax-treatment.

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals specified in the Equipment Lease Schedules.

#### Section 8 03 Provisions Regarding Insurance

At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of

the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Such Certificates shall name the Lessor as an additional insured or loss payee, as Lessor's interests may appear.

Alternatively Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price whichever is greater.

Any insurance policy pursuant to this Section 8 03 shall be written with Hancock Bank as an additional insured or loss payee as its interests may appear. The Net Proceeds (as defined in Section 9 01) of the insurance required in this Section 8 03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8 03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

The Lessee will at all times carry liability insurance from a third party insurer such coverage being for the joint benefit of the Lessee and Lessor and with the Lessor named as an additional insured.

Under this Agreement, the Lessee is required to maintain property damage insurance from a third party insurer, against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Alternately with regard to property damage insurance and subject to the terms of this Agreement, including the preceding paragraphs of this Section 8 03, the Lessee may optionally elect to self insure through a self insurance program ("Self-Insurance") against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Such Self Insurance shall be in the joint names of the Lessor and Lessee, with the Lessor and Lessee named as loss payees. With regard to any Self Insurance, which is alternatively elected, chosen, initiated and maintained by the Lessee, in order to meet the requirements of this Agreement, the Lessee does hereby declare and name the Lessor as a joint and additional insured and loss payee with regard to Self Insurance which, Lessee alternately chooses to implement and maintain in order to meet its responsibilities under this Agreement. With regard to any Self-Insurance elected, in substitution for third party insurance as required by the Agreement, the Lessee agrees that it will at all times maintain sufficient monetary and other necessary resources under its Self-Insurance election, to enable the Lessee to meet all of its obligations under this Agreement. The Lessee, and the Lessee's Governing Body, agree and declare that they individually and collectively have the necessary experience and sophistication in matters pertaining to any and all risks and responsibilities taken and assumed with the alternative election and choice of Self Insurance. The Lessee, and the Lessee's Governing Body, individually and collectively understand, that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason including but not limited to the election of Self Insurance, loss, theft, damage or destruction from any cause whatsoever.

#### Section 8 04 Advances.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay, together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less.

### ARTICLE IX

#### DAMAGES, DESTRUCTION AND CONDEMNATION USE OF NET PROCEEDS

##### Section 9 01 Damages, Destruction and Condemnation

Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or

(B) title to or the temporary use of, the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9.02 hereof.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

#### Section 9.02 Insufficiency of Net Proceeds

Provided the Equipment is not deemed to be a total loss, Lessee shall if Lessee is not in default hereunder cause the repair replacement or restoration of the Property and pay the cost thereof.

In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss ("Rent Payment Due Date") the amount of the Purchase Price applicable to such Rent Payment Due Date plus the Rental Payment due on such date, plus any other amounts payable by Lessee hereunder and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price if any may be retained by Lessee. Lessee agrees that if the Net proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any such deficiency. Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof.

### ARTICLE X

#### DISCLAIMER OF WARRANTIES, VENDOR'S WARRANTIES, USE OF THE EQUIPMENT

##### Section 10.01 Disclaimer of Warranties

Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect thereto. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Agreement.

##### Section 10.02 Vendor's Warranties

Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder. Lessee expressly acknowledges that Lessor makes and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

##### Section 10.03 Use of the Equipment.

Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided however that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

### ARTICLE XI

Option to Purchase. At the request of Lessee, Lessor's security interest in the Equipment will be terminated and this Agreement shall terminate (a) At the end of the Lease Term (including Renewal Terms), upon payment in full of the Rental Payments and other amounts payable by Lessee hereunder or (b) At the end of the Original Term or any Renewal Term upon payment by Lessee of the then applicable Purchase Price or (c) If the Lease Term is terminated pursuant to Article IX of this Agreement.

### ARTICLE XII

#### ASSIGNMENT SUBLEASING INDEMNIFICATION MORTGAGING AND SELLING

##### Section 12.01 Assignment by Lessor

This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor or the assignee. Lessee agrees to execute all documents including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement.

##### Section 12.02 No Sale, Assignment or Subleasing by Lessee.

This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

##### Section 12.03 Release and Indemnification Covenants.

To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability obligations, losses, claims and damages whatsoever regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the Equipment.

### ARTICLE XIII

#### EVENTS OF DEFAULT BY LESSEE AND REMEDIES THEREUPON

##### Section 13.01 Events of Default by Lessee Defined.

With respect to Lessee, the following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (a) Failure by Lessee to pay any Rental Payment or other payment

required to be paid hereunder at the time specified herein, or (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13 01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor unless Lessor shall agree in writing to an extension of such time prior to its expiration, provided, however if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected, or (c) Breach of any material representation or warranty by Lessee under this Agreement, or (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding or (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter

The foregoing provisions of this Section 13 01 are subject to (i) the provisions of Section 6 06 hereof with respect to nonappropriation, and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained other than the obligations on the part of the Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation the following: Acts of God, strikes lockouts or other industrial disturbances acts of public enemies order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or officials or any civil or military authority insurrections riot, landslides, earthquakes fire, storms droughts floods or explosions

#### Section 13 02 Remedies on Default.

Whenever any event of default referred to in section 13 01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps (a) with or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, to be applied to Lessee's obligations hereunder, holding Lessee liable for the Purchase Price applicable on the rent payment due date immediately preceding the date of default, plus the Rental payments due on such date, plus any other amounts payable by Lessee hereunder including, but not limited to attorney's fees expenses and costs of repossession, (b) Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 6 06 and 8 01 hereof, (c) If the Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof and (d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment

#### Section 13 03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient

### ARTICLE XIV

#### LESSOR'S WARRANTIES

##### Section 14 01 Lessor's Warranties.

As to each item of leased Equipment to be leased hereunder, the Lessor warrants that. (a) It has the right to lease the same to Lessee (b) It will keep each item of leased Equipment free of security interests except for the security interest provided for in Section 7 02 of this Agreement. (c) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement.

### ARTICLE XV

#### MISCELLANEOUS

##### Section 15 01 Notices

All notices, certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business

##### Section 15.02 Binding Effect.

This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns

##### Section 15 03 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof

##### Section 15.04 Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

##### Section 15 05 Execution in Counterparts.

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument

##### Section 15 06 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi

##### Section 15 07 Captions

The captions or headings in this Agreement are for convenience only and in no way define limit or describe the scope or intent of any provisions of sections of the Agreement.

##### Section 15.08 Entire Agreement.

This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings agreements representations or warranties express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions, and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals



IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunder affixed and attested by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first written below.

LESSOR HANCOCK BANK

LESSEE BOARD OF SUPERVISORS  
OF CLAY COUNTY, MS

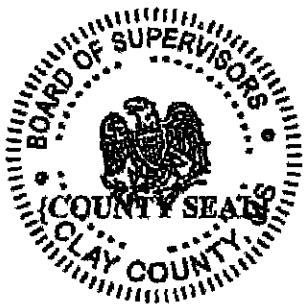
By *Jonathan King*  
MR. JONATHAN KING  
PUBLIC FINANCE OFFICER

By *Shelton Deanes*  
MR. SHELTON DEANES  
PRESIDENT, BOARD OF SUPERVISORS

As of 9-19, 2017

As of 9/19/2017

ATTEST



By *Amy Berry*  
MS AMY BERRY  
CLERK OF BOARD

As of 9/19/2017

Addendum  
to  
Clay County \$159,750 00 Lease Purchase Agreement, Series 2017


The Clay County \$159,750 00 Lease Purchase Agreement, Series 2017 is hereby amended as follows

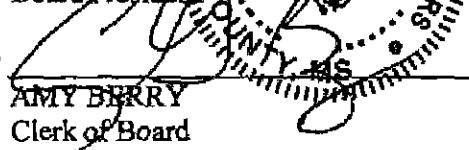
“LESSOR” – means Whitney Bank, as of April 1, 2014 a State of Mississippi chartered bank doing business in Mississippi, Alabama & Florida under the trade name “Hancock Bank ”


“HANCOCK BANK” - All references to Hancock Bank in the Lease Purchase Agreement referred to herein, and in any supporting documentation thereto means Whitney Bank, doing business as Hancock Bank Whitney Bank is the bank subsidiary of Hancock Holding Company

IN WITNESS WHEREOF, we have hereunto set our hands this 19<sup>th</sup> day of Sept. 2017

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By  \_\_\_\_\_  
Shelton Deanes  
Board President

By  \_\_\_\_\_  
AMY BERRY  
Clerk of Board



**EXHIBIT "A"**  
**RESOLUTION OF LESSEE**

AUTHORIZING RESOLUTION

BOARD MEMBER Horton moved the adoption of the following Resolution and Order

A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAY COUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT FINDING THAT THE HANCOCK BANK, GULFPORT, MISSISSIPPI, (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE

WHEREAS the Board has determined that it is necessary to acquire certain items of Equipment (the "Equipment") for use by the Lessee for purposes authorized by law and

WHEREAS the Board had by these presents determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement as provided under Section 31 7-13 (e) MISS CODE ANN (1972) as amended, and

WHEREAS the Board anticipates that it will not issue more than \$10 000 000 00 of qualified tax-exempt obligations during calendar year 2017 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 as amended ("the Code")

WHEREAS to the best knowledge and belief of the Board this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986 and

WHEREAS the Hancock Bank of Gulfport, Mississippi, has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of 2 16% per annum.

NOW THEREFORE BE IT RESOLVED BY THE BOARD AS FOLLOWS

SECTION 1 The President and Clerk of the Board (hereinafter the "Authorized Officers") are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a "Governmental Lease Purchase Agreement"), either reference being the "Agreement" and all attachments thereto Such Agreement shall be in substantially the form attached hereto with such appropriate variations omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee s representatives (the "Authorized Officers") executing the Agreement, such consent being evidenced by their signatures

SECTION 2 The Equipment to be leased pursuant to the Agreement shall be more fully described in a schedule to the Agreement titled "Exhibit D - Description of the Equipment" Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment and, as provided in Section 4 01 of such Lease the lease term shall commence on the date of acceptance

SECTION 3 The Authorized Officers are further authorized and directed to execute on behalf of the Lessee a Financing Statement and all other documents as provided for under Section 7 02 of such Lease to establish and maintain the security interest of Hancock Bank in such Equipment.


SECTION 4 The Board hereby designates the Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code

SECTION 5 The Lessee and the Board understand Section 8 03 of the Agreement ("Provisions Regarding Insurance") and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

BOARD MEMBER Curran seconded the motion and after a full discussion, the same was put to vote with the following results

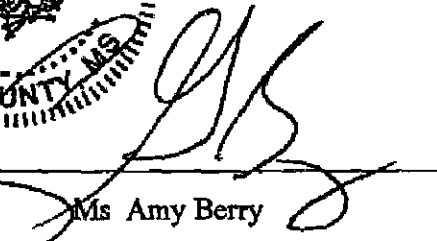
<u>Supervisor Hartman</u>	Voted <u>Aye</u>
<u>Supervisor Curran</u>	Voted <u>Aye</u>
<u>Supervisor Davis</u>	Voted <u>Aye</u>
<u>Supervisor Deanes</u>	Voted <u>Aye</u>
<u>Supervisor Chandler</u>	Voted <u>Aye</u>

The motion, having received an affirmative vote, was carried and the resolution adopted, this the 19<sup>th</sup> day of September 2017

By   
MR. SHELTON DEANES  
President, Board of Supervisors



Attest:

  
Ms Amy Berry  
Clerk of Board

**CERTIFICATE OF RECORDING OFFICER**

1 I am the duly appointed, qualified and acting Chancery Clerk of Clay County, Mississippi and keeper of the records thereof, including the minutes of its proceedings,

2 A meeting was duly convened on September 19 2017 in conformity with all applicable requirements, a proper quorum was present throughout said meeting and the instrument hereinafter mentioned was duly proposed, considered and adopted in conformity with applicable requirements, and all other requirements and proceedings incident to the proper adoption of said instrument have been duly fulfilled, carried out and otherwise observed

3 I am duly authorized to execute this Certificate, and

4 The copy of the instrument annexed hereto, entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAYCOUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT FINDING THAT HANCOCK BANK (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF LESSEE (continued)

Is a true, correct and compared copy of the original instrument referred to in said minutes and as finally enacted at said meeting, is in full force and effect and, to the extent required by law, has been duly signed or approved by the proper officer or officers and is on file and of record



of this the 19th day of September 2017

CLAYCOUNTY BOARD OF SUPERVISORS

[Signature]  
Amy Berry  
Chancery Clerk of Clay County

**EXHIBIT "B"**

**{ATTACH LEGAL & TAX OPINION FROM LESSEE'S COUNSEL}**

# TURNER & ASSOCIATES, P.L.L.C.

ATTORNEYS AND COUNSELORS AT LAW  
THE JUSTICE COMPANY BLDG  
WEST POINT, MISSISSIPPI 39773 1500

MAIL  
P O DRAWER 1500

TELEPHONE  
(662) 494-6611

FACSIMILE  
(662) 494-4814

September 25, 2017

Hancock Bank  
Public Finance Dept  
P O Box 4019  
Gulfport, MS 39502

RE Lease-Purchase of Equipment by Board of Supervisors of Clay County, MS District

Gentleman

Pursuant to your request we hereby render the following opinion regarding the Governmental Lease Purchase Agreement (the "Agreement"), dated Sept. 19th, 2017 between the Board of Supervisors of Clay County, Mississippi (the "Lessee") and, Hancock Bank (the "Lessor")

We have acted as counsel to the Lessee with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the governing body of the Lessee and any other governing authority, and other instruments of public officials, Lessee, and other persons, as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that

- 1 Lessee has full power, authority and legal right to purchase equipment, as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement has been duly authorized by all necessary action on the part of Lessee and any other governing authority and does not require the approval of, or giving of notice to, any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or contravene any indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound. The Agreement grants the Lessor a valid, first priority security interest in the Equipment.



452 EAST STREET



- 2 The agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms
- 3 All required procedures and laws for the purchase of the equipment and the execution, delivery and performance of the Agreement, including competitive bidding, if applicable, have been complied with, and all will be paid out of funds which are legally available for such purposes
- 4 With respect to the tax-exempt status of the portion of rental payments under the Agreement, under present law
  - (a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations and rulings thereunder
  - (b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury regulations and ruling thereunder  
The interest portion of the rental payments under the terms of the Agreement is exempt from Mississippi Income Taxation
- 5 The Lessee has designated the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986
- 6 There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction. The opinions expressed herein are for the sole benefit of and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without prior written consent.

Sincerely,

*TURNER & ASSOCIATES, P L L C*



Angela Turner Ford

ATF/pll

**EXHIBIT "C"**  
**CERTIFICATE AS TO ARBITRAGE**

We, the undersigned, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the person duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated Sept. 19<sup>th</sup>, 2017 and issued said date hereby certify that

- 1 The Agreement was issued by the Lessee under and pursuant to SEC 31-7-13(e) MISS CODE ANN (1972) Law to finance the acquisition of certain equipment described therein
- 2 Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement. Said equipment will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement
- 3 The Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amount equal to the required payments under the Agreement. The remaining general funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement
- 4 The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised than any adverse action by the Commissioner of Internal Revenue is contemplated

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed

IN WITNESS WHEREOF, we have hereunto set our hands this 19<sup>th</sup> day of Sept 2017

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

By: 

**SHELTON DEANES**  
Board President

By: 

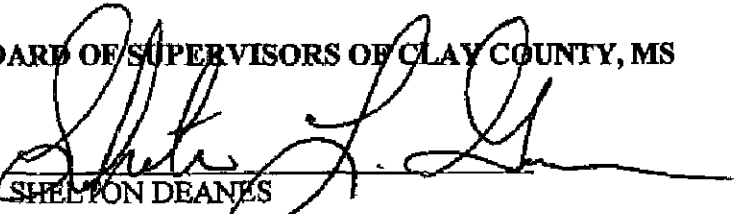
**AMY BERRY**  
Clerk of Board

**EXHIBIT "D"**  
**DESCRIPTION OF EQUIPMENT**

The Equipment that is listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated Sept. 19, 2017 entered into between Hancock Bank and the Board of Supervisors of Clay County, Mississippi. Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment", as defined in the above referenced Governmental Lease Purchase Agreement

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

By

  
SHELTON DEANES

Board President

By

  
AMY BERRY

Clerk of Board



**MID-SOUTH**  
Machinery, Inc.

Jackson MS 39204  
(601) 434-4011 Fax (601) 434-6111  
1-800-634-1205

**MAIL REMITTANCE TO:**

PO Box 6076  
Jackson MS 39288

Account#	Order #	Brc	Sls
24612M	2086	003	26

I N V O I C E

Date	Invoice #	Page
06-22-17	00002968	1

Bill To 000  
CLAY COUNTY  
P O BOX 815

Ship To  
CLAY COUNTY

WEST POINT MS 39773

WEST POINT MS 39773  
Ship Via SPEARS TRUCKING

Entered By 439aud	Customer Purchase Order 40827	Customer Contact L HORTON	Ord Date 06-22-17
Model CSH F2	Serial Number CSH-158619	Equip ID 04178619	Customer Job number Customer Phone # 662-494-3124

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
1		id# 04178619 model-CSH F2 12FT HYD CHIPSREADER	SELL PRICE serial#-CSH-158619			159,750 00
Sub Total						159,750 00
NT Sales Tax Number -						0 00

Total Invoice  
Due By 06/22/17 159,750 00

**EXHIBIT "E"**  
**RENTAL PAYMENTS**

**Monthly rentals on this agreement are \$3,476.96. The first rental due on this agreement will be due on the 3rd day of November 2017 and subsequent monthly rentals will be due on the 3rd day of each month thereafter. The lease term of this agreement is 48 monthly payments with a \$1.00 Purchase Option available to the Lessee at contract end. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the attached amortization schedule plus \$1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by lessee under the terms of the lease.**

Clay County, MS LP Series 2017  
 \$159,750, 2 16%, 48 Months  
 One (1) New Chip Spreader

Compound Period        Monthly  
 Nominal Annual Rate    2 160 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
Loan	10/03/2017	159,750 00	1		
2 Payment	11/03/2017	3,476 96	48	Monthly	10/03/2021

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	10/03/2017		-		159,750 00
1	11/03/2017	3,476 96	287 55	3,189 41	156,560 59
2	12/03/2017	3,476 96	281 81	3,195 15	153,365 44
2017 Totals		6,953 92	569 36	6,384 56	
3	01/03/2018	3,476 96	276 06	3,200 90	150,164 54
4	02/03/2018	3,476 96	270 30	3,206 66	146,957 88
5	03/03/2018	3,476 96	264 52	3,212 44	143,745 44
6	04/03/2018	3,476 96	258 74	3,218 22	140,527 22
7	05/03/2018	3,476 96	252 95	3,224 01	137,303 21
8	06/03/2018	3,476 96	247 15	3,229 81	134,073 40
9	07/03/2018	3,476 96	241 33	3,235 63	130,837 77
10	08/03/2018	3,476 96	235 51	3,241 45	127,596 32
11	09/03/2018	3,476 96	229 67	3,247 29	124,349 03
12	10/03/2018	3,476 96	223 83	3,253 13	121,095 90
13	11/03/2018	3,476 96	217 97	3,258 99	117,836 91
14	12/03/2018	3,476 96	212 11	3,264 85	114,572 06
2018 Totals		41,723 52	2,930 14	38,793 38	
15	01/03/2019	3,476 96	206 23	3,270 73	111,301 33
16	02/03/2019	3,476 96	200 34	3,276 62	108,024 71
17	03/03/2019	3,476 96	194 44	3,282 52	104,742 19
18	04/03/2019	3,476 96	188 54	3,288 42	101,453 77
19	05/03/2019	3,476 96	182 62	3,294 34	98,159 43
20	06/03/2019	3,476 96	176 69	3,300 27	94,859 16
21	07/03/2019	3,476 96	170 75	3,306 21	91,552 95
22	08/03/2019	3,476 96	164 80	3,312 16	88,240 79
23	09/03/2019	3,476 96	158 83	3,318 13	84,922 66
24	10/03/2019	3,476 96	152 86	3,324 10	81,598 56
25	11/03/2019	3,476 96	146 88	3,330 08	78,268 48
26	12/03/2019	3,476 96	140 88	3,336 08	74,932 40
2019 Totals		41,723 52	2,083 86	39,639 66	
27	01/03/2020	3,476 96	134 88	3,342 08	71,590 32

Clay County, MS LP Series 2017  
 \$159,750, 2 16%, 48 Months  
 One (1) New Chip Spreader

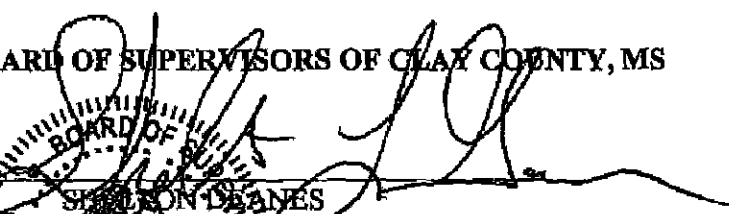
Date	Payment	Interest	Principal	Balance
28 02/03/2020	3,476 96	128 86	3,348 10	68,242 22
29 03/03/2020	3,476 96	122 84	3,354 12	64,888 10
30 04/03/2020	3,476 96	116 80	3,360 16	61,527 94
31 05/03/2020	3,476 96	110 75	3,366 21	58,161 73
32 06/03/2020	3,476 96	104 69	3,372 27	54,789 46
33 07/03/2020	3,476 96	98 62	3,378 34	51,411 12
34 08/03/2020	3,476 96	92 54	3,384 42	48,026 70
35 09/03/2020	3,476 96	86 45	3,390 51	44,636 19
36 10/03/2020	3,476 96	80 35	3,396 61	41,239 58
37 11/03/2020	3,476 96	74 23	3,402 73	37,836 85
38 12/03/2020	3,476 96	68 11	3,408 85	34,428 00
2020 Totals	41,723 52	1,219 12	40,504 40	
39 01/03/2021	3,476 96	61 97	3,414 99	31,013 01
40 02/03/2021	3,476 96	55 82	3,421 14	27,591 87
41 03/03/2021	3,476 96	49 67	3,427 29	24,164 58
42 04/03/2021	3,476 96	43 50	3,433 46	20,731 12
43 05/03/2021	3,476 96	37 32	3,439 64	17,291 48
44 06/03/2021	3,476 96	31 12	3,445 84	13,845 64
45 07/03/2021	3,476 96	24 92	3,452 04	10,393 60
46 08/03/2021	3,476 96	18 71	3,458 25	6,935 35
47 09/03/2021	3,476 96	12 48	3,464 48	3,470 87
48 10/03/2021	3,476 96	6 09	3,470 87	0 00
2021 Totals	34,769 60	341 60	34,428 00	
Grand Totals	166,894 08	7,144 08	159,750 00	

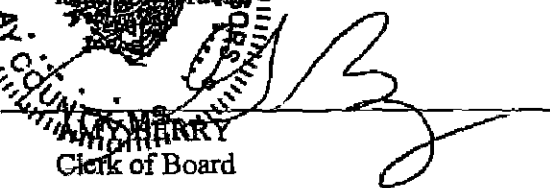


**EXHIBIT "F"**  
**ACCEPTANCE CERTIFICATE**

The undersigned, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee under the Governmental Lease Purchase Agreement (the "Agreement") dated Sept. 19~~th~~ 2017 with HANCOCK BANK ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this Sept. 19~~th~~ 2017 and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

By   
STEPHEN DEBANES  
Board President

By   
[Name]  
Clerk of Board

**EXHIBIT G**  
**ESSENTIAL USE/SOURCE OF FUNDS LETTER**

TO HANCOCK BANK

RE Governmental Lease Purchase Agreement

Gentlemen

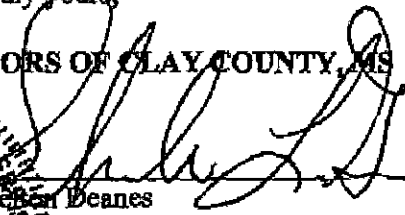
Reference is made to that certain Governmental Lease Purchase Agreement, dated Sept 19, 2017 ("Lease"), between Lessor and us, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

  
By: Sheban Deanes  
Board President

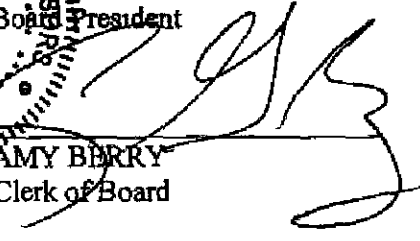
  
AMY BERRY  
Clerk of Board

Exhibit H  
BILL OF SALE

For and in consideration of the purchase price of \$159,750.00 paid by Hancock Bank, Gulfport, Mississippi ("Lessor"), to the Clay County Board of Supervisors ("Lessee/Vendor"), receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the "Equipment") now in the possession of Lessee as described on Exhibit D and the attachments thereto


It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of Sept 19<sup>th</sup> 2017 between Lessor and Lessee (the "Agreement"), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement

Lessee hereby represents and warrants that the Equipment is now in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale

19<sup>th</sup> IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this day of Sept 2017

BOARD OF SUPERVISORS OF CLAY COUNTY, MS



[Signature]  
Shelton Deanes  
Board President

[Signature]  
AMY BERRY  
Clerk of Board

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions

Caution If the issue price is under \$100,000 use Form 8038-GC

<b>Part I Reporting Authority</b>		If Amended Return check here ► <input type="checkbox"/>	
1 Issuer's name <b>Board of Supervisors Clay County MS</b>		2 Issuer's employer identification number (EIN) <b>64-6000252</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>Amy Berry Chancery Clerk</b>		3b Telephone number of other person shown on 3a <b>662-494 3124</b>	
4 Number and street (or P O box if mail is not delivered to street address) Room/suite <b>P O Box 815</b>		5 Report number (For IRS Use Only) <b>3</b>	
6 City town or post office state and ZIP code <b>West Point, MS 39773</b>		7 Date of issue <b>10/03/2017</b>	
8 Name of issue <b>Clay County LP Series 2017</b>		9 CUSIP number <b>None</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Amy Berry Chancery Clerk</b>		10b Telephone number of officer or other employee shown on 10a <b>662-494-3124</b>	

<b>Part II Type of Issue (enter the issue price) See the instructions and attach schedule</b>			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	\$159,750	00
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other Describe ►	18		
19 If obligations are TANs or RANs check only box 19a		► <input type="checkbox"/>	
If obligations are BANs, check only box 19b		► <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		► <input checked="" type="checkbox"/>	

<b>Part III Description of Obligations Complete for the entire issue for which this form is being filed</b>					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/03/2021	\$ 159,750.00	N/A	N/A years	2.16 %

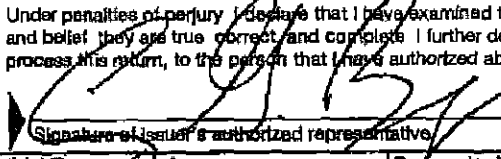
<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>			
22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$159,750	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29	\$159,750	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

<b>Part V Description of Refunded Bonds Complete this part only for refunding bonds</b>	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	<b>Pooled financings</b> Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue check box ▶ <input type="checkbox"/> and enter the following information		
<b>b</b>	Enter the date of the master pool obligation ▶ _____		
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____		
<b>3</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>		
<b>4</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
<b>4</b>	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148 check box ▶ <input type="checkbox"/>		
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ _____		

<b>Signature and Consent</b>	Under penalties of perjury I declare that I have examined this return and accompanying schedules and statements and to the best of my knowledge and belief they are true correct and complete I further declare that I consent to the IRS's disclosure of the issuer's return information as necessary to process this return, to the person that I have authorized above			
		9/25/17	Amy Berry Chancery Clerk	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTW
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no		

720

**Exhibit J**  
**ASSIGNMENT OF PURCHASE ORDERS**

For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby, sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee

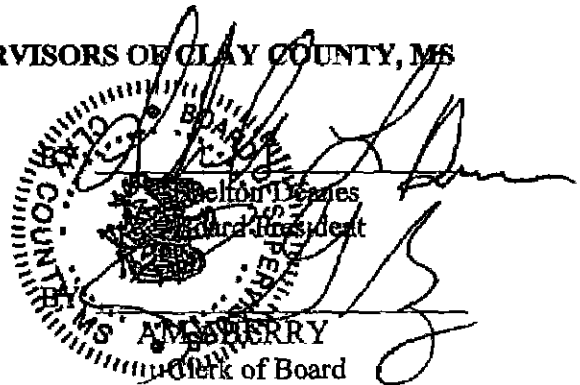
The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor

This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of Sept. 19, 2017 and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee

Assignee has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment

EXECUTED this 19<sup>th</sup> day of Sept 2017

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

  
Belton Lee  
Board President  
AMBER HERRY  
Clerk of Board

PURCHASE ORDER  
CLAY COUNTY  
WEST POINT, MS  
662-494-3124

Requisition # 26358

OPEN

PO # 40827  
Date 4/04/2017

Vendor # 5704

Bill to  
CLAY CO DISTRICT ONE  
365 COURT ST  
PO BOX 815  
WEST POINT MS 39773-0000

MID SOUTH MACHINERY, INC  
2730 HWY 80 EAST

JACKSON MS 39288-0000

Ship to  
CLAY COUNTY DISTRICT 1  
365 COURT ST  
PO BOX 815  
WEST POINT MS 39773-0000

Bid Date

Contract Date.

QUANTITY	DESCRIPTION	PRICE	TOTAL
1 00	ROSCO CHS CHIPSPREADER 2W 151- - 2017 FOR DISTRICT 1 151- -	159750.00	159750 00

TOTAL AMOUNT OF PURCHASE ORDER. 159750 00

  
\_\_\_\_\_  
Purchase Clerk

ORIGINAL DATE OF PRINT: 4/04/2017 15:56 07

**Exhibit K  
ASSIGNMENT OF INVOICES**

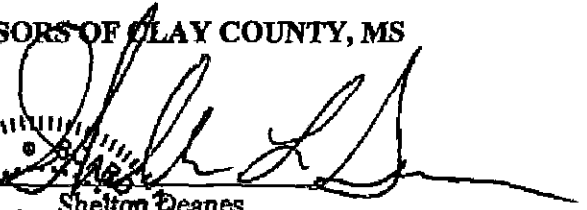
For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the "Invoices")

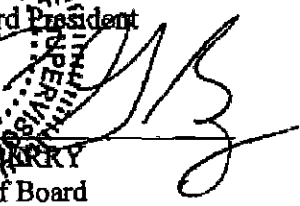
The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor


This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of Sept 19, 2017 by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement

This Assignment of Invoices is executed as of this 19<sup>th</sup> day of Sept. 2017

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

  
Shelton Deanes  
Board President

  
Amy Sperry  
Clerk of Board







**MID-SOUTH**  
Machinery, Inc.

Jackson MS 39204  
(601) 457-3000 Fax (601) 457-3111  
1-800-434-1205

**MAIL REMITTANCE TO:**

PO Box 6076  
Jackson MS 39288

Account#	Order #	Brn	Sls
24612M	2086	003	26

I N V O I C E

Date	Invoice #	Page
06-22-17	00002968	1

Ship To 000  
CLAY COUNTY  
P O BOX 815  
WEST POINT MS 39773

Ship To  
CLAY COUNTY

WEST POINT MS 39773  
Ship Via SPEARS TRUCKING

Entered By 439aud	Customer Purchase Order 40827	Customer Contact L HORTON	Ord Date 06-22-17
Model CSH F2	Serial Number CSH-158619	Equip ID 04178619	Customer Job number Customer Phone # 662-494-3124

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
1		id# 04178619 model-CSH F2 12FT HYD CHIPSPREADER	SELL PRICE serial#-CSH-158619			159,750 00
Sub Total						159,750 00
NT Sales Tax Number -						0 00

Total Invoice  
Due By 06/22/17 159,750 00

726

**EXHIBIT L  
CERTIFICATE WITH RESPECT TO  
QUALIFIED TAX-EXEMPT OBLIGATION**

We, the undersigned representatives of the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated Sept. 19, 2017 and issued said date hereby certify that

- 1 This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986
- 2 The Lease being issued by Lessee is in calendar year 2017
- 3 No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit
- 4 To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act
- 5 Including the Lease herein so designated, Lessee has not designated more than \$10,000,000 00 of obligations issued during calendar year 2017 as qualified tax-exempt obligations
- 6 Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 2017 will not exceed \$10,000,000 00

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed

IN WITNESS WHEREOF, we have hereunto set our hands this 19<sup>th</sup> day of Sept. 2017

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

By   
Shelton Deanes  
Board President

By   
AMY BERRY  
Clerk of Board



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed if **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J Gallagher Risk Management Services, Inc 750 Woodlands Parkway, Suite 200 Ridgeland MS 39157		<b>CONTACT NAME</b> PHONE (A/C No., Ext): 601-956-5810 FAX (A/C No.): 601-957-7098 E-MAIL ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A</b> Charter Oak Fire Insurance Company	<b>NAIC #</b> 25815
		<b>INSURER B</b> Travelers Property Casualty Co of America	<b>NAIC #</b> 25674
		<b>INSURER C</b>	
		<b>INSURER D</b>	
		<b>INSURER E</b>	
		<b>INSURER F</b>	

INS: 7  
 CLAYCOU-01  
 County BOS  
 Address  
 P.O. Box 815  
 West Point MS 39773

**COVERAGES**      **CERTIFICATE NUMBER 16997248**      **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY Exp (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		ZLP15T06009	9/1/2017	9/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y <input checked="" type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$
B	Property		6302G66578A	9/1/2017	9/1/2018	2017 Chipspreader \$159,750

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)  
 Hancock Bank is loss payee and additional insured as respects the 2017 Rosco Chipspreader Cost \$159,750, Serial # CSH 158619 Actual Cash value valuation

<b>CERTIFICATE HOLDER</b> Hancock Bank 2510 14th St. Gulfport MS 39501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS  AUTHORIZED REPRESENTATIVE <i>J. B. EGGS</i>
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**PURCHASE REQUISITION**

CLAY COUNTY PURCHASING

Requisition 26358

P O Box 815, County Courthouse

West Point, MS 39773

662-494-3313

Related Purchase Order No 40827

D-1  
County Department or Office

4-4-17  
Date

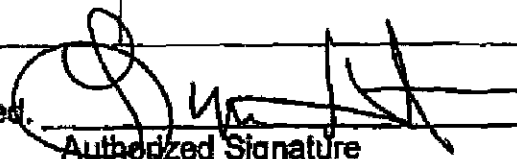
Budget to be Charged  
D-1

Date Needed

Delivery to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Rosco csh chip sampler 2wd 2017	

MY OFFICE PRODUCTS—TUPELO, MS 38811

Approved:   
Authorized Signature

RECEIVING REPORT  
CLAY COUNTY  
West Point, MS 39773

04112

Vendor MID-SOUTH MACHINERY

Date Received 6/28/17

TO BE FILLED IN BY PURCHASE CLERK

Purchase Requisition Number 40827

Purchase Order Number \_\_\_\_\_

Shipped From JACKSON, Ms.

Shipped Via MID-SOUTH

Quantity Received	Description of Commodities or Services Received
1	ROSCO CHIP-SPREADER

Received By Eddie Deaton

Agrees with Purchase Order Except as Noted [Signature]

Receiving Clerk, Inventory Custodian, or Deputy

Clerk (Purchase Dept or Accounting Dept.)

INSTRUCTIONS

1. A receiving report shall be prepared and should be delivered (Copy 3) to the purchase clerk no later than noon on the third regular business day after receipt of the commodities or services
2. Copy 1 shall be sent to the clerk of the board of supervisors
3. Copy 2 shall be sent to the Requisitioning Department (or inventory control clerk, if applicable)
4. The clerk of the board shall attach the purchase requisition purchase order and receiving report to the vendor's properly itemized invoice prior to entry upon the docket of claims.
5. Copy 4 shall be retained in the office of the receiving clerk

WHITE - Clerk of Board of Supervisors / CANARY Requisition Department / BLUE Purchase Clerk File / PINK Office of Receiving Clerk

734

NO \_\_\_\_\_

**IN THE MATTER OF RECESSING**

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There came on this day for consideration the matter of recessing

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to recess until Thursday, September 28, 2017, at 9 00 a m at the Clay County Courthouse

SO ORDERED this the 19<sup>th</sup> day of September, 2017

A handwritten signature in cursive script, appearing to read "Shelta L. Dean", written in black ink over a horizontal line.

President